



The regional transit authority for Lake County

Address: 555 Lake Shore Boulevard • Painesville, Ohio 44077

Phone: (440) 350-1000 • Fax: (440) 354-4202

INVITATION TO BID

for

MADISON PARK-N-RIDE IMPROVEMENTS

OPINION OF PROBABLE CONSTRUCTION COST: \$210,000

BIDS DUE: MARCH 6, 2024 at 2:00 p.m.

COMPLETION DATE: JULY 31, 2024

Disadvantaged Business Enterprise (DBE) Participation Goal : 4%

The project consists of altering the layout of Madison Park-n-Ride by moving light poles, curbs, and concrete aprons.

The bid specifications, drawings, plan holders list, addenda, and other bid information (but not the bid forms) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com> . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Dollars (\$100.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com>. Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

There will be a Pre-Bid Meeting at 555 Lakeshore Boulevard, Painesville, Ohio 44077 at 2:00 p.m. on February 22, 2024 at 10:00 a.m.

Date Issued: February 7, 2024
February 14, 2024

1.0 GENERAL

Laketran is the regional transit authority for Lake County, Ohio. Lake County is located 35 miles east of Cleveland. The western portion of Lake County is located within the Cleveland Urbanized area and is densely developed. The eastern half is rural in nature.

1.1 Purpose

Laketran seeks sealed bids from qualified firms to construct alterations to the Madison Park-n-Ride according to the plans and specifications.

The requirements for the submittal and content of proposals, the timetable for this procurement, performance requirements, and contract terms are detailed in this Request For Proposal.

The terms "proposal", "Invitation for Bid", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "Laketran", "buyer", "purchaser" and "Authority" are used interchangeably.

1.2 Due Date and Location

Bids are due in Laketran's offices by: 2:00pm on March 6, 2024.

Bids received after that date and time will not be accepted. Laketran's offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077.

Proposals shall be in a sealed envelope. The exterior shall be explicitly labeled as follows:

#2403 Madison Park-n-Ride
3/6/2024

- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposals submitted by electronic submission will not be considered.
- Proposer must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

February 7, 2024	Issuance of ITB
February 22, 2024 at 10:00 a.m.	Pre-Bid Conference at Laketran - 555 Lakeshore Blvd.
March 1, 2024 at 5:00 p.m.	Last Day for Questions
March 6, 2024 at 2:00 p.m.	Bids Due
March 25, 2024	Laketran Board of Trustees Meeting

1.4 Length of Time Proposals Shall be Good

Bids shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for Laketran and the Federal Transit Administration to process any Single Proposal (Section 1.25 below).

1.5 Number of Copies and Delivery

One (1) original plus one (1) copies of proposal(s) must be submitted.

1.6 Bid Bond, or Certified or Cashier's Check

This paragraph applies only if the amount of your proposal is \$25,000 or more.

1.6.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

1.6.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a

contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.

- 1.6.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
 - B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 1.6.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

1.7 Performance Bond

As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:

- A. *If submitted as Bid Security at time of bid: "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections [153.54](#) and [153.571](#).*
- B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid: Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms*

The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

1.8 Insurance

The successful proposer shall maintain throughout this assignment the following insurance coverages:

- a) Workers Compensation statutory coverage.
- b) Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c) Automobile liability limit shall be at least \$1 million per accident for bodily injury and property damage where applicable.
- d) Ohio stop gap employer's liability with a \$1 million limit.
- e) Laketrans, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- f) All subcontractors to the prime contractor shall be included under the prime contractor's policies or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.
- g) All coverages shall be written on an occurrence basis.
- h) All must give Laketrans at least 30 days written notice of cancellation, non-renewal and/or material changes.

All policies shall be provided by an insurer with an A.M. Best rating of A- or better.

1.9 Minimum Specifications

The specifications contained in this IFB/RFP are the minimum specifications needed to meet Laketrans's needs.

1.10 Request for Clarification/Approved Equal (RFCAE)

All requests for clarification of these specifications and for an approved equal (RFCAE) must be in writing on the form provided in Section 4 and must be received by the time specified in Section 1.3 above.

- Please note the items specified herein were selected through product comparisons and evaluation.
- Proposed alternates must match dimensions, finishes, performance and design features of the products specified herein.
- Catalogs, product information and/or specifications must accompany all RFCAE's.
- Bidders/proposers whose product or service exceeds the minimum specifications herein need not submit an RFCAE. Such bidders/proposers may be required to prove they exceed these minimum specifications before being awarded a contract.

1.11 Disadvantaged Business Enterprise (DBE)

This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49

C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Laketran deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Any sub-contracting opportunities related to this contract are subject to DBE regulations. Contractors must make a good-faith effort to engage with DBE subcontractors.

Laketran’s overall goal for DBE participation is 1.4 percent.

- Contractors who do not meet the DBE goal for this project shall be prepared to demonstrate their good faith efforts.
- DBE’s must be registered by the Ohio Department of Transportation. The Ohio DBE directory and forms are available at:
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>.
- The firms eligible for inclusion in the contractor’s DBE plan must be certified under the classification code associated with the particular work scope that the firm is assigned to perform on this project prior to bid submission or the determination of best and final offer in an RFP process.
- The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment from that work from Laketran.
- The Contractor must promptly notify Laketran whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Laketran.
- Should you have any questions regarding the DBE Program, please contact Andrea Aaby, aaaby@laketran.com.

1.11.1 Counting DBE Participation

When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

Count the entire amount of that portion of a construction contract (or other contract not covered by Paragraph (B)(2) of this section) that is performed by the DBE’s own

forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor its affiliate).

Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the feat be reasonable and not excessive as compared with fees customarily allowed for similar services.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

1.12 Buy America Certification

This Contract is subject to the Buy America and Build America, Buy America Act (BABA) requirements of 49 CFR 661, 2 CFR 184, 2 CFR 200.322, and 70901-70927 of the Infrastructure Investment and Jobs Act (IIJA). Further guidance is available through FTA's Buy America Office.

All iron, steel, manufactured products, and construction materials incorporated into the project must be produced in the United States.

- Iron and steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.
- Manufactured products are articles, materials or supplies that have been either 1) processed into a specific form and/or shape **or** 2) combined with other articles materials or supplies to create a product with different properties than the individual articles, material, or supplies.
- Construction materials means articles, materials, or supplies that consist of only one of the items listed below
 - Non-ferrous metals
 - Plastic and polymer-based products including polyvinylchloride, composite building materials, and polymers used in fiber optic cables
 - Glass including optic glass
 - Fiber optic cable including drop cable
 - Optical fiber
 - Lumber
 - Engineered wood
 - Drywall

Exclusions: cement, cementitious materials, aggregates such as stone, sand, gravel, aggregate binding materials, and any products or supplies temporarily used on the worksite but not

permanently incorporated into the infrastructure project such as scaffolding, tools and equipment.

The two signature blocks on the Buy America certificate are mutually exclusive. Proposers shall sign only one signature block on the certificate. Signing both signature blocks will make the Proposal nonresponsive. A false certification is a criminal act in violation of 18 USC §1001. A Proposer who has submitted an incomplete Buy America certificate or an incorrect certificate of noncompliance through inadvertent or clerical error (but not including failure to sign the certificate, submission of certificates of both compliance and noncompliance, or failure to submit any certification), may submit to the FTA Chief Counsel within ten (10) days of Proposal opening a written explanation of the circumstances surrounding the submission of the incomplete or incorrect certification in accordance with 28 USC §1746, sworn under penalty of perjury, stating that the submission resulted from inadvertent or clerical error. The Proposer will also submit evidence of intent, such as information about the origin of the product, invoices, or other working documents. The Proposer will simultaneously send a copy of this information to the Agency.

Certification based on ignorance of proper application of the Buy America requirements is not an inadvertent or clerical error.

A waiver from the Buy America provisions may be sought by the Agency from the FTA for the proposed awardee, if the grounds for a waiver exist. All Proposers seeking a waiver must submit to the Agency a timely request in writing, which shall include the facts and justification to support the granting of the waiver. Such waiver from the Buy America provisions may be granted if the FTA determines the following:

1. Their application would be inconsistent with the public interest;
2. Materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of domestic material will increase the cost of the overall Contract by more than 25 percent.

Any party may petition the FTA to investigate a successful Proposer's compliance with the Buy America certification. The procedures are set out in 49 CFR Part 661.15. If the FTA determines that the evidence indicates noncompliance, the FTA will require the Agency to initiate an investigation. The successful Proposer has the burden of proof to establish compliance with its certification. If the successful Proposer fails to so demonstrate compliance, then the successful Proposer will be required to substitute sufficient domestic materials without revision of the original Contract terms. Failure to do so will be a breach of the Contract and may lead to the initiation of debarment proceedings under 49 CFR Part 29.

1.13 Presentations

Laketrans may ask Proposer to explain elements of their proposal.

1.14 Inquiries

All questions pertaining to this RFP should be directed to Andrea Aaby, Director of Compliance & Development, at (440) 350-1022 or sent to aaaby@laketran.com.

1.15 Clarifications, Approved Equals, Supplements

Clarifications, Approved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points. All parties who request the RFP will be forwarded copies of supplements. Proposers are reminded to read and adhere to such supplements as compliance with them is integral to having your proposal reviewed.

1.16 Form of Proposal

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your proposal being declared "unresponsive".

Unless otherwise specified in this RFP, only the forms prescribed in Section 4 shall be included with your proposal. Additional material is not required and will not be reviewed.

1.17 Explanations (Written and/or Oral)

Should a proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of Laketran.

1.18 Alternate Proposals

Alternate proposals may be submitted by the Proposer - at his/her discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing Laketran's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. Laketran is not obligated to accept or review any alternate proposal.

1.19 Withdrawal of Proposal

No proposal will be allowed to be withdrawn after it has been opened by Laketran.

1.20 Consideration of Proposal

For IFB's, all bids received in conformity with these specifications shall, as soon as possible, be tabulated and become a public record.

1.21 Rejection or Acceptance of Proposal

Laketran reserves the right to accept or reject any or all bids, and any parts of any proposal. In awarding a contract, Laketran reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In case of any discrepancy between the price written in the

proposal and that given in figures for any item, the price in writing will be considered as the proposal price.

1.22 Unacceptable Proposals

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to Laketran upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said Laketran or has failed to perform faithfully any previous contract with Laketran.

1.23 Tie-Breaking (IFB only)

In the event of a tie, Laketran shall make an award based upon federal and state law and regulations.

1.24 Right to Perform Pre-Award Survey (IFB only)

Laketran retains the right to review the apparent low contractor's production schedule and past delivery performance to determine responsibility.

1.25 Right to Verify Proposal - Single Proposal (IFB only, Contracts > \$100,000)

Laketran shall verify proposals. In the event of a single proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require the Contractor/Proposer to negotiate a fair and equitable price. Laketran retains the right to request certifiable cost analysis data which the Proposer must provide. Laketran reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis. FTA review of a single proposal may be required and will automatically extend the time proposals shall be good.

1.26 Vehicle Trade-ins

Not Required.

1.27 Form of Bid

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your bid being declared "unresponsive". Unless otherwise specified in this IFB, only the forms prescribed in Section 4 shall be included with your bid. Additional material is not required and its review cannot be guaranteed.

By submitting a bid, bidder represents that at least twenty percent (20%) of the work of its bid will be performed by its employees and will not be subcontracted.

The IFB may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, unit prices or a combination thereof or other bidding arrangements. Where the Form of Bid explicitly requires that the bidder bid on all items, failure

to do so will disqualify the bid.

The contract price may be subject to reduction if cost or pricing data furnished is incomplete, inaccurate or not current.

Laketrans may consider an offer unacceptable if the prices or rates proposed are materially unbalanced between line items or categories. An offer is materially unbalanced when it is based on prices or rates that are significantly less than cost or market value for some items and prices or rates, which are significantly overstated in relation to cost or market value for other work, creating a reasonable doubt that the offer may result in the lowest overall cost even though it may be the lowest evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

1.28 Authorized Negotiators

Bidder shall identify person(s) who may represent the firm in contract negotiations.

1.29 Award of Contract

The Basis of Award is the lowest responsive and responsible bid received for the total base bid (lump sum price) as set forth in the specifications pursuant to federal and state law and regulations.

The Notice of Award will state that certain documents must be submitted by the successful bidder within ten (10) business days after receipt of said Notice of Award (unless otherwise directed by Laketrans). These documents may include:

- The Agreement between Laketrans and Contractor.
- Performance and payment guarantees substantially in the form of the Ohio Performance/Payment Bond set forth in Ohio Revised Code Section 153.57 with a penal amount equal to one hundred percent (100%) of the contract price. This requirement does not apply to a bidder which provided the Ohio Bid Guaranty and Contract Bond (Ohio Revised Code Section 153.571) with its bid.
- Insurance, as specified in the contract documents.
- Executed copies of all DBE subcontracts. These contracts may be made contingent upon the execution of a contract between the Laketrans and the bidder.

Laketrans reserves the right to award one, more than one or no contracts as Laketrans deems to be in its best interests.

1.30 Contractual Terms and Conditions

The terms and conditions of any contract that results between Laketrans and the successful Proposer are discussed in Section 2.

1.31 Cost of Preparation

All costs incurred by any Proposer prior to notice-to-proceed will not be reimbursed by Laketran.

1.32 Additional Information, Rejection

Laketran reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

1.33 Late Proposals

Proposals received by Laketran after the exact time set for receipt in Section 1.2 above are considered "late". Late proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause for delay as follows:

1. It was sent by registered or certified mail not later than 5 calendar days before the proposal receipt date specified;
2. It was sent by mail and it is determined by Laketran that the late receipt was due solely to mishandling by Laketran after receipt; or
3. It was sent by an overnight express service not later than 5:00 PM at the place of mailing 1 working day prior to the date specified for receipt of proposals and is marked for delivery by next business morning. The term "working days" excludes weekends and holidays.

The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or Canadian postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.

The only acceptable evidence to establish the time of receipt at the Buyer's facility is the time/date stamp of such facility on the proposal wrapper or other documentary evidence of receipt maintained by the facility.

The only acceptable evidence to establish the date of mailing by an overnight express service is the date entered by the receiving clerk on the label.

1.34 Protests

It is the policy of Laketran to prepare specifications for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors

whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 - Protest must be made in writing and addressed to the Chief Executive Officer no later than (1) three days before the scheduled proposal due date, (2) three days after the proposal opening, or (3) three days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 - The CEO shall make all reasonable attempts to resolve the protest prior to the proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if -at his discretion - deemed necessary. The CEO must make his decision no later than ten (10) working days from date the protest is lodged.

STEP 3 - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his legal counsel and Laketrans, with Laketrans's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

The decision at Step 3 shall be final and binding on all parties.

If the vendor believes that Laketrans did not follow the above process, he/she may appeal to the Federal Transit Administration (FTA) as follows:

Office of Program Management
Federal Transit Administration
Suite 320
200 West Adams Street
Chicago, IL 60606
(312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

1.35 Addenda to RFP

Laketrans reserves the right to amend the ITB at any time. Any amendments to the ITB shall be described in written addenda. Notification of the addenda also will be distributed to all prospective bidders officially known to have received the ITB. Failure of any prospective bidder to receive the notification or addenda shall not relieve the bidder from any obligation under the ITB therein. All addenda issued shall become part of the ITB. Prospective bidders shall acknowledge the receipt of each individual addendum in their bids on the form Acknowledgement of Addenda. Failure to acknowledge in the bids receipt of addenda may at the Agency's sole option disqualify the Proposal.

The bidder shall be responsible to obtain Addenda from the web at <https://bids.ctconsultants.com>

1.36 Notice of Commencement

Pursuant to Section 1311.252 of the Ohio Revised Code, government agencies are required to prepare - but not file - the Notice of Commencement required by Section 1311.04 of the Ohio Revised Code. It is available upon request.

2.0 Terms and Conditions in Contract Form

2.1	Independent Contractor	2.43	Interest of Members or Delegates to Congress
2.2	Contractor's Obligation	2.44	Conflict of Interest
2.3	Buyer's Obligation	2.45	False or Fraudulent Statements and Claims
2.4	Scope of Work	2.46	No Federal Government Obligations to Third Parties
2.5	Contract Period	2.47	Privacy
2.6	Cost	2.48	Procurement
2.7	Performance Bond/Insurance	2.49	Special Requirements for Transit Service Contracts
2.8	Notice to Proceed	2.50	Contract Work Hours and Safety Standards Act as Amended
2.9	Contract Modification	2.51	Copeland "Anti-Kickback" Act as Amended
2.10	Subcontract Approval	2.52	Seismic Safety
2.11	Substitution of Subcontractor/ Independent Contractor	2.53	Hatch Act/Work Day and Work Week Standards
2.12	Disadvantaged Business Enterprise	2.54	Cargo Preference & Fly America
2.13	Equal Employment Opportunity	2.55	Drug and Alcohol Testing
2.14	Noncompliance (EEO/DBE)	2.56	Clean Air
2.15	Delivery	2.57	Clean Water
2.16	Payment	2.58	Energy Conservation
2.17	Liquidated Damages	2.59	Recycled Products
2.18	Taxes	2.60	Certifications
2.19	Inspection	2.61	Compliance with Laws and Regulations
2.20	Explanations (Written and/or Oral)	2.62	Severability of Contract
2.21	Audit and Inspection of Records	2.63	Applicable Law and Jurisdiction
2.22	Right to Adjust Cost	2.64	Integrated Agreement
2.23	Failure to Meet Specifications	2.65	Contractor's Representation
2.24	Quantity & Quality	2.66	Laketran's Understanding
2.25	Warranties	2.67	OEM Part Numbers
2.26	Indemnification	2.68	Options, Assignment by Laketran
2.27	Hold Harmless	2.69	Non-Smoking Policy
2.28	Disputes	2.70	Funding Agencies
2.29	Rights Upon Breach	2.71	Jurisdiction
2.30	Notification of Proceedings	2.72	Promoting COVID-19 Safety
2.31	Termination/Breach of Contract	2.73	Notification of Legal Matters that affect the Federal Government
2.32	Assignment	2.74	Prohibition on certain telecommunications & video surveillance services or equipment.
2.33	Covenant Against Contingent Fees	2.75	Solid Wastes
2.34	Patent Rights	2.76	Safe Operation of Motor Vehicle
2.35	Release of Information	2.77	Human Trafficking
2.36	Ownership of Documents		
2.37	Retention of Records		
2.38	Workmens' Compensation Act		
2.39	Social Securities Act/Unemployment Compensation, Etc.		
2.40	Federal Assistance		
2.41	Work Hours Act		
2.42	Davis Bacon Act (Prevailing Wage Rates for Construction Contracts)		

Special Transit Terms & Conditions

2.0 Terms and Conditions in Contract Form

The successful contractor will be required to comply with these terms and conditions.

2.1 Independent Contractor

Contractor, for purpose of this agreement shall be considered as an independent Contractor who covenants and agrees to perform and/or deliver for the stated compensation herein, all of the services and/or equipment described under the section of this contract titled Scope of Work. Contractor agrees to complete the work in a workmanlike manner with a high degree of professionalism and to ensure the accuracy and timeliness of the services rendered herein under.

2.2 Contractor's Obligation

The general obligation of the successful bidder (hereinafter variously referred to as Contractor or successful bidder) shall be to transfer and deliver the goods and services specified in complete accordance with the terms, conditions and specifications of this Invitation-for-Bid.

2.3 Buyer's Obligation

The general obligation of Laketran shall be to accept conforming delivery and conforming goods and services and to pay in accordance with the terms, conditions and specifications as bid upon.

2.4 Scope of Work

The scope of work to be performed by Contractor under this contract is based on Laketran's Invitation-for-Bid and Addendum(s), if any, plus Contractor's proposal.

2.5 Contract Period

At all times during the contract period, the Contractor agrees to the following:

- A. Contractor agrees to commence work upon written receipt of its bid acceptance and approval along with the notice to proceed from Laketran.
- B. Contractor agrees to commence performance of this contract as stated in the bid specifications and the bid award.

2.6 Cost

The cost of this contract shall be awarded as a cost not-to-exceed as stated in Laketran's bid award.

2.7 Performance Bond/Insurance

Contractor shall list Laketran as an “also named” on its insurance bond.

2.7 Performance Guarantee

2.7.1 For Construction Projects only:

For construction projects, Contractor shall supply the payment and performance bond required by §153.57 of the Ohio Revised Code if he did not supply the combined bid, payment and performance bond required by §153.571 of the Ohio Revised Code with his bid.

2.7.2 For Non-Construction Projects of \$25,000 or more only

Only when specifically requested, a performance guarantee in the form of a certified check, performance bond, cashiers check or an irrevocable letter-of-credit, in an amount equal to 5% of the value of this contract shall be posted by Contractor with Laketran within twenty-one (21) days of notice that it is required.

The guarantee is required to ensure the goods and/or services purchased via this procurement are built and/or delivered in accordance with Laketran's specifications. It does not cover maintenance or warranty of the goods or any subcomponent thereof. It will be forfeited by Contractor as partial or complete settlement of damages, as determined by Laketran, should Contractor fail to perform as contracted for.

Any performance bond must be written by a company authorized to write bonds in the State of Ohio and must be listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under this contract. The bond must meet the approval of Laketran's Legal Counsel. Performance bond will be returned to manufacturer within thirty (30) days of contract completion.

2.8 Notice to Proceed

Laketran will furnish Contractor written direction to commence delivery hereunder entitled "Notice to Proceed" within ten (10) days after receipt by Laketran of the required performance bond, insurance certificates or such other documentation which Contractor is required to submit for Laketran approval prior to performance under this Contract. Laketran shall not be responsible for any costs of any type whatsoever incurred by Contractor prior to the issuance of the Notice to Proceed. The date of the Notice to Proceed shall be the official date from which all scheduled activities and requirements are computed.

2.9 Contract Modification

No change or modification of the terms and conditions of this agreement may be made unless:

- A. Any proposed change in this contract shall be submitted to Laketran for its prior written

approval. The General Manager may at any time, by written order only, make changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or completion schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided, however, that the General Manager, if he or she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the contract.

- B. Any modification made must be in writing and attached to the contract in the form of an amendment, and signed by both parties signifying agreement to the modification.
- C. Any contract modifications, if granted by Laketran, will not operate as a release to the Contractor from the covenants and conditions of this contract outside of the nature of the expressed modification nor shall same be considered as a waiver for any breach of contract damage claim which may be made by Laketran.
- D. Any modification agreed to by and between Laketran and the Contractor must be in compliance with Section 306.43 of the Ohio Revised Code and is subject to Federal Transit Administration concurrence if needed.

2.10 Subcontract Approval

Any subcontract the bidder may wish to enter into must be approved by Laketran prior to the execution of the subcontract, and all the requirements of these terms and conditions must be included within said subcontracts to gain approval of Laketran.

2.11 Substitution of Subcontractor/Independent Contractor

Any substitution of a subcontractor or independent Contractor must be furnished in writing to Laketran for the purpose of determining and maintaining the intent of Laketran's disadvantaged business enterprise goals.

2.12 Disadvantaged Business Enterprise

It is the policy of the United States Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently the United States Department of Transportation requirements of 49 CFR Part 26 apply to this agreement and same shall be incorporated into this contract by this reference.

The Contractor and/or any of its subcontractors must agree to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractor

and/or its subcontractors shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of any Department of Transportation assisted contracts, be they Federal or state contracts.

The Contractor, including any of its officers or holders of a controlling interest, are obligated to inform Laketran whether or not it or any of its subcontractors has been placed on any debarred bidder's list maintained by the United States Government. If the Contractor or its subcontractor should be included on this list during the performance of this contract, it shall so inform Laketran in writing immediately upon receipt of such knowledge.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR part 26.109. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

Invoicing for DBE firms must be separately identified on prime contractor's bills.

2.13 Equal Employment Opportunity (EEO)

Contractor shall comply with and have each of its subcontractors comply with the Department of Labor's regulation outlining "Equal Employment Opportunity", as supplemented in 41 CFR Part 60. Contractor shall comply with and have each of its subcontractors to have an affirmative action plan which declares that they do not discriminate on the basis of race, color, religion, national origin, sex, or age and which specifies goals and target dates to insure the implementation of any such plan.

Contractor further agrees that during the performance of this contract to comply with the Standard Title VI Assurances as listed below:

A. Compliance with Regulations

The Contractor shall comply with the regulations relative to non-discrimination in federally-assisted programs of the United States Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, [29 U.S.C. § 623, 42 U.S.C. § 2000, 42U.S.C. § 6102, 42 U.S.C. § 12102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5301, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.] as they may be amended from time to time (hereinafter referred to as the "Regulations") which are herein incorporated by reference and made a part of this contract.

B. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under the subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

D. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Laketrans or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required of a Contractor and is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Laketrans, or the Federal Transit Administration, as appropriate and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Laketrans shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payment to the Contractor under the contract until the Contractor complies, and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such

action with respect to any subcontract or procurement as Laketran or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Laketran to enter into such litigation to protect the interests of Laketran and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2.14 Noncompliance (EEO/DBE)

In the event of the Contractor's noncompliance with the Disadvantaged Business provisions of this contract, Laketran shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.
- c. Suspension from participation in future Laketran contracts.

2.15 Delivery

Throughout this project and in this contract, the terms delivery and completion are used interchangeably.

Contractor shall tender performance and/or completion of this project in the manner and at the place and time specified in the IFB. All deliveries are to be F.O.B. destination at Laketran, 555 Lake Shore Blvd, Painesville Township, Ohio 44077 or as otherwise designated on the bid form by Laketran. It is agreed that the bid prices include freight.

Laketran does not have a loading dock. Laketran can make available a 5,000 lb. forklift with 3' forks, provided it is operable and not otherwise engaged, plus an operator. If a delivery for Laketran is mixed with other loads on the same truck, Laketran's load shall be segregated so it can be reached from a ground-based forklift with 3' forks. Delivery can occur between 07:00 am and 4:00 pm. Contractor shall check with Laketran's Maintenance Manager, at 440-350-1036.

2.16 Payment

Payment will be made against approved invoices within thirty (30) working days of acceptance. Payment will only be made for goods and services accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, Laketran reserves the right to deduct overpayments from current invoice amounts.

Payment does not waive the later revocation of acceptance. Payment terms and warranty coverage begin at time of acceptance.

All invoices shall be mailed to: Accounts Payable, Laketran, 555 Lakeshore Blvd. Painesville Twp., OH 44077.

Late payments will accrue no interest.

2.16.1 Prompt Payment (Prime Contractors)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Laketran. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Laketran. This clause applies to both DBE and non-DBE subcontractors.

2.17 Liquidated Damages

Time is of the essence in this contract. The Contractor will pay Laketran the sum of \$100.00 per each calendar day, excluding weekends and statutory holidays, that the products solicited by this RFP are delayed beyond the delivery stipulated under Section 5 and as bid upon subject to extensions granted thereto in writing. The Contractor agrees to pay such liquidated damages herein provided commencing with any late delivery after the last date of delivery specified in Contractor's bid and continuing until the total order is complete and, in case the same are not paid, agrees that Laketran shall deduct the amount thereof from any money due or to become due the Contractor under the contract.

The Contractor may be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, strikes, labor disputes, and freight embargoes, or other causes beyond his/her reasonable control, provided that the Contractor shall notify Laketran in writing of the causes of delay within 7 days from the beginning of any such delay. Laketran's shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. Contractor has the burden of proof that the delay was beyond his/her control.

2.18 Taxes

The contract price or prices for the commodities contained in the contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal government or the State of Ohio which may be enacted after receipt of bids for this contract and such changes shall continue in effect during the existence of such change in the tax or taxes; provided, however, that in the event of any increase in cost, a claim shall be presented by the Contractor within thirty (30) days of the imposition of such tax and such claims shall be supported by evidence of such additional tax, satisfactory to Laketran. Reductions in taxes will be deducted from the contract price.

As a political subdivision of the State of Ohio, Laketran is exempt from all sales, excise, federal gasoline, and transportation taxes, except State of Ohio gasoline and federal Superfund taxes. The price or prices bid, whether a unit price, lump sum price, lot price, or a trade discount from catalog list prices, shall be exclusive of all such taxes. Our tax exempt number is A-418662.

2.19 Inspection

Laketran reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process and shall have the right to reject all materials and workmanship which do not conform with the specifications; provided, however, Laketran is under no duty to make such inspection and, if no such inspection is made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with the specifications. FTA and ODOT shall be accorded the same inspection rights reserved by Laketran in this clause. Laketran will receive conforming deliveries for purposes of inspection. Acceptance of goods and services will not occur until after inspection or until a reasonable time for inspection has elapsed.

Except as otherwise provided in this contract, the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to Laketran at the designated point and prior to acceptance by Laketran or rejection and giving notice thereof by Laketran, Laketran shall be responsible for the loss, destruction of, or damage to the supplies. The Contractor shall bear all risks as to rejected supplies after Contractor retakes possession and/or control of such supplies.

Laketran may test deliveries before or after acceptance for conformance with the specifications. Such tests may be performed by independent laboratories. Where test results indicate nonconforming goods, the delivery and the goods will be rejected and the cost of the test charged to Contractor. Where acceptance has preceded testing, acceptance is deemed conditional and subject to revocation. Laketran may reject goods and services and may revoke its acceptance without testing.

2.20 Explanations (Written and/or Oral)

Should a proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of Laketran.

2.21 Audit and Inspection of Records

Upon reasonable request, the bidder shall permit the authorized representative of Laketran, the Auditor of the State of Ohio, their agents, plus the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all work, material, payroll and other data and records relating to its performance under this contract. Results of such Audit or Inspection - plus information gained from same - will not be released by Laketran except to the U.S. Department of Transportation or Controller General, or the Auditor of the State of Ohio.

2.22 Right to Adjust Cost

If Laketran determines during the life of the contract that data submitted by the Contractor/bidder is not correct, incomplete, or inaccurate, Laketran shall negotiate a downward adjustment in cost.

2.23 Failure to Meet Specifications

The delivery of any services, supplies or equipment hereunder which do not in all respects conform to specifications will be rejected and the Contractor (successful bidder) notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected services, supplies or equipment meeting the requirements of the order and of these specifications, Laketran will purchase in the open market supplies of the character required under the order up to the amount rejected, and the said Contractor and his surety shall be liable to the Laketran for any excess cost and expense occasioned Laketran thereby.

2.24 Quantity and Quality

Contractor agrees to deliver goods and services of the kind and quality specified and in the quantities specified. In the case of a requirements contract, the IFB specifies estimates of Laketran's needs for the contract duration. It is agreed that such estimates are presented for bid evaluation purposes only and are not to be considered firm requirements. Actual requirements may exceed or be less than these estimates.

2.25 Warranties

Contractor warrants that for a period of one (1) year (or for such longer period as prescribed by the specifications) following acceptance of the goods and services delivered hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purposes intended and are of merchantable quality. Contractor further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. Contractor agrees that in the event the goods or services are not as specified herein and as warranted in these specifications, it will promptly cure the defect at its sole cost and expense. Contractor further agrees to indemnify Laketran for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

2.26 Indemnification

1. To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgements, and hold harmless the Laketran and its agents, representatives, and employees from and against all claims, actions, judgements, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or

- resulting from the performance of this contract, provided that any such claims, action, judgement, cost, penalty, liability, damage, loss or expense is:
- A. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and
 - B. Caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
 - C. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
2. In any and all claims against the Laketran or any of its agents, representatives or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability acts or other employee benefits acts. As between Contractor and Laketran, Contractor waives its immunities under O.R.C. Chapter 4123.
- A. Laketran will notify Contractor within five working days of it making a claim against that Contractor or within five working days of Laketran learning that a third-party has made a claim against the Contractor.
3. No provision of this paragraph shall give rise to any duties on the part of the Laketran or its agents, representatives or employees.

2.27 Hold Harmless

The Contractor agrees to hold Laketran harmless from liability resulting from the Contractor's acts or omissions within the terms of this agreement; provided, however, the Contractor shall not hold Laketran harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of Laketran, its officers, agents, representatives, or employees.

2.28 Disputes

- A. Except as otherwise provided in this solicitation, any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by Laketran, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the bidder or Contractor. The decision of Laketran shall be final and conclusive. In the event of a dispute after award of a contract, the Contractor shall proceed diligently with the performance of the contract in accordance with Laketran's decision.

B. The laws of the State of Ohio will prevail and remedy - if any - will be pursued in Lake County, Ohio.

2.29 Rights Upon Breach

In addition to any rights reserved to Laketran hereunder, the rights of the parties hereto shall be governed by the law of the State of Ohio as set forth at Chapters 1301 and 1302 O.R.C. It is agreed that the rules therein shall have equal application to the delivery of services required by this agreement.

2.30 Notification of Proceedings

Laketran will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor will similarly give Laketran immediate notice of any suit or action filed or prompt notice of any claims made against the Contractor arising out of the performance of this contract. The Contractor shall furnish immediately to Laketran copies of all pertinent papers received by the Contractor.

The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid by either party hereto, addressed to the other at the respective addresses shown in the preamble to this contract.

2.31 Termination/Breach of Contract

A. For Cause

If, for any cause, the Contractor shall fail to fulfill its obligations under this contract within the time specified herein plus any extension thereof, or if the Contractor shall violate any of the terms and conditions of this contract, or Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms and if Contractor does not cure such failure within ten (10) days of receiving notice from Laketran, Laketran will therefore have the right to terminate this contract by giving written notice to the Contractor of such termination specifying the effective date thereof. Thereafter, Laketran may have the work completed and the Contractor shall be liable for any resulting cost to Laketran.

If, after serving the notice of termination for default, Laketran determines that the Contractor had an excusable reason for non-performance (i.e., such as strike, flood, fire or other event that is clearly not the fault of and outside the control of the Contractor) Laketran, at its sole discretion, may allow the Contractor to continue work on the contract. This continuance must be preceded by a written amendment to the contract, as discussed above under Contract Modification.

At its option, Contractor may attempt to remedy the deficiency within a 10-day period. Corrective measures shall be started within three (3) days of the notice-to-termination and completed within the 10-day period. Laketran shall have the sole right to determine

whether such measures are sufficient, adequate and acceptable.

If at any time it shall be found that any person, firm, or corporation to whom this contract has been awarded has, in presenting any proposal, was in collusion with any other party or parties hereto, then the contract so awarded shall be voidable by Laketran; and the Contractor shall be liable to Laketran for all loss or damage which Laketran may suffer thereby.

B. For Convenience

If, at any time, the purchaser or the Contractor find that they cannot fulfill the terms and conditions set forth herein because of circumstances beyond their control, this contract may be terminated by giving written notice specifying the effective date of termination. Notification must be given at least ten (10) days prior to the effective date of such termination. Bankruptcy by the Contractor shall be grounds for termination for convenience. Contractor shall be paid for that portion of the work which has been performed up to the date of termination.

2.32 Assignment

Laketran reserves the right to assign all or any portion of the award under this contract including option quantities. Laketran's right of assignment will remain in force over proposed contract period or until completion of the contract to include options, whichever occurs first. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof without prior written consent of Laketran endorsed thereon or attached thereto. Should said assignment be made by Court order, all rights and obligations of the Contractor under this contract shall fall to and be incumbent upon Contractor's successors and assigns.

2.33 Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this covenant, Laketran shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

2.34 Patent Rights

Contractor agrees to comply with 37 CFR Part 401 and 49 CFR Parts 18 and 19. Bidders are hereby notified that under no circumstances may a patent be applied for under work or services purchased within the scope of these specifications, and that any attempt to circumvent FTA's requirements and regulations under any contract which may be let for research and design will result in termination of any and all agreements.

2.35 Release of Information

Contractor agrees not to release data or information about the results of the agreed upon project to any person outside of Laketran without first obtaining written authorization to release such information from Laketran.

2.36 Ownership of Documents

Laketran and FTA will become the sole and exclusive owners of all documents prepared by the bidder upon payment for same by Laketran, except any documents which may be protected by patent, lease or other written documents which provide proof of ownership plus production drawings, bills of material, purchase orders, etc.

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

The Contractor shall, at its own expense, defend all suits or proceedings instituted against Laketran and pay any award of damages assessed against Laketran in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right to which Laketran claims ownership.

2.37 Retention of Records

Contractor shall retain all records pertaining to this contract for a minimum of three (3) years from the date of all services to Laketran and release of all retainage by Laketran to Contractor.

2.38 Workmens' Compensation Act

The Contractor shall comply with the State law known as the Workmens' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act.

Any and all of the employees of Contractor while engaged in the performance of any work required by Contractor under this agreement shall be considered to be employees of Contractor only and not of Laketran, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of Contractor's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

The Contractor may provide certifications in lieu of the above if said is a qualified self-insurer of Workers Compensation.

2.39 Social Securities Act/Unemployment Compensation, Etc.

The Contractor shall be and remain an independent Contractor with respect to all services

performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries or other remunerations paid to persons by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless Laketran from any such contributions or liability therefor.

2.40 Federal Assistance

The procurements under this contract are supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, and the Ohio Department of Transportation, pursuant to the Federal Transit Act. When so funded, this contract shall be subject to all rules and regulations promulgated pursuant thereto.

2.41 Work Hours Act

Compliance with 40 USC 327 through 330. If the subject procurement should require the employment of laborers or mechanics on Laketran premises, Contractor agrees to be bound by the provisions of Title 40, Section 327 through 330, United States Code, also known as the Work Hours Act of 1962. Each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week

2.42 Davis Bacon Act (Prevailing Wage Rates, for Construction Contracts Only)

The requirements of the Davis Bacon Act [40 USC § 167; 276a - 276a-5, and 29 CFR § 5] will apply to all construction contracts exceeding the prevailing wage threshold levels established by the Ohio Wage and Hour Division.

Bidders are hereby notified that they will be required to pay minimum wages to all laborers and mechanics at a rate not less than the minimum wage specified in the wage determination made by the United States Secretary of Labor. The minimum wage so paid shall be that in effect ten (10) days before bid opening.

2.43 Interest of Members or Delegates to Congress

No member, or delegates to the Congress of the United States shall be admitted to any share of this contract or to receive any benefit arising therefrom.

2.44 Conflict of Interest

No officer, agent or trustee of Contractor shall participate in the selection or administration of

this contract if a conflict of interest, real or apparent, would be involved or appear to be at issue.

2.45 False or Fraudulent Statements and Claims

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.46 No Federal Government Obligations to Third Parties

Laketrans and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Laketrans, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.47 Privacy

Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the

Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2.48 Procurement

The Contractor and its Subcontractors will not make any procurements using exclusionary or discriminatory specifications, state or local geographic preferences, and shall comply with Buy America regulations at 49 U.S.C. 5323(j), 49 C.F.R. Part 661, and Section 70901 of the Infrastructure Investment and Jobs Act and shall make contract awards to other than the lowest, responsive and responsible bidder only when such award meets the requirements of 49 CFR 53 and C4220.1F.

2.49 Special Requirements for Transit Service Contracts

If this contract is for transit service operated by Contractor on behalf of Laketrans, the following requirements will also apply:

- A. Contractor will not operate any charter service unless such service complies with 49 CFR 604.
- B. Contractor will not operate any school bus service unless such service complies with 49 CFR 605.
- C. Contractor shall maintain a Drug Free Workplace per 49 CFR 29 Subpart F; shall comply with random drug testing requirements at 49 CFR 653 (and section 48 of this contract).
- D. Contractor shall comply with alcohol abuse regulations at 49 CFR 654.

2.50 Contract Work Hours and Safety Standards Act as Amended (Construction Projects Only)

Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, [40 USC §§ 327 through 333; 29 CFR Part 5; 29 CFR Part 1926] will apply to construction contracts.

The wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

2.51 Copeland "Anti-Kickback" Act, as amended (Construction Projects Only)

The Copeland "Anti-Kickback" Act, [40 USC § 276c, 29 CFR § 3, and 29 CFR § 5] will apply to

construction contracts.

The Contractor agrees that it will not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that employee is otherwise entitled.

2.52 Seismic Safety (Construction Projects Only)

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

2.53 Hatch Act/Work Day and Work Week Standards (Construction Projects Only)

Bidders are hereby notified that under the terms of this specification, the standard work day is eight (8) hours and the standard work week is forty (40) hours. Any work in excess of these standards must be compensated at time and one-half (1.5). Also no laborer or mechanic shall be required to work in any unsanitary, hazardous, or any area which may be dangerous to their health or safety.

2.54 Cargo Preference & Fly America (Where Applicable)

Bidders are hereby notified to utilize privately owned U.S. Flag Vessels to ship at least fifty percent (50%) of the gross tonnage involved in this agreement, to the extent such vessels are available at fair and reasonable rates (49 CFR 381).

The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC 40118, and US General Services Administration regulations, Use of United States Flag Air Carriers, 41 CFR 301-10.131 – 301-10.143.

2.55 Drug and Alcohol Testing

All contractors who employees engage in safety-sensitive functions for Laketran (as defined in FTA's Drug and Alcohol regulations at 49 CFR 653 and 49 CFR 654) shall comply with those regulations and either (1) establish random testing procedures for their employees that comply with these regulations or (2) include their employees in Laketran's random testing procedures and absorb the cost of same, if any. Generally, safety-sensitive employees are those who drive, maintain, control, repair, service, or inspect any revenue vehicle for Laketran, or carry a firearm to provide security for Laketran.

2.56 Clean Air

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to Laketran and understands and agrees that Laketran will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or part with Federal assistance provided by FTA.

2.57 Clean Water

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Laketran and understands and agrees that Laketran will, in turn, report each violation as require to assure notification to FTA and the appropriate EPA Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or part with Federal assistance provided by FTA.

2.58 Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2.59 Recycled Products

Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

2.60 Certifications

All bidders will be required to execute certifications pertaining to:

1. Non Collusion.
2. Delinquent personal property taxes in Lake County.
3. The Controller General's list of Ineligible Contractors.
4. Debarment, suspension and other responsibility matters.
5. Buy America.
6. Lobbying.
7. Affirmative Action.
8. Disadvantaged Business Enterprise.

Laketrans will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Laketrans may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

2.61 Compliance with Laws and Regulations

All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the U.S. Department of Transportation/Federal Department of Transportation and the State of Ohio. Contractor acknowledges Federal and/or State laws and regulations may change during the life of this contract and that the changed laws and regulations will apply to this contract unless otherwise determined by Federal and/or State governments. Contractor shall, if requested by Laketrans, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Ohio.

2.62 Severability of Contract

If any term, provision, covenant or condition of this contract and agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way shall be affected, impaired or invalidated.

2.63 Applicable Law and Jurisdiction

This agreement has been executed in Lake County, Ohio and shall be governed according to the laws of the State of Ohio. The parties agree that the Lake County Court of Common Pleas shall have exclusive jurisdiction to hear any dispute related to this contract.

2.64 Integrated Agreement

The Invitation for Bid, Addendum(s) (if any), Laketrans Resolution Awarding a Contract, Contract and Contract Amendment(s) (if any), shall constitute the entire agreement between the parties. Copies of the applicable FTA Part 1 and ODOT grant contracts and Laketrans Tax Exemption Certificates will be provided to the successful bidder upon request. No oral modifications or representations are enforceable unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the modified work. Additional terms and conditions submitted by the Contractor with its bid are disregarded unless specifically accepted in writing.

Neither party to this agreement has been induced to make or enter into the agreement by reason of any promise, agreement, representation, statement or warranty other than is contained herein or in Contractor's proposal.

Should any part of this agreement be held unenforceable by any competent judicial body, such determination shall not affect the remainder thereof and the balance of this agreement shall remain in full force and effect.

2.65 Contractor's Representation

The Contractor represents and warrants that its proposal/bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other person to submit a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Contractor has not in any manner sought by collusion to secure itself an advantage over any other proposer.

2.66 Laketran's Understanding

Laketran enters this contract under the assumption of truth regarding all facts presented by Contractor, its bid proposal and the bid specifications. In the event that any information contained in that Contractor's bid proposal is found to be inaccurate, Laketran may exercise its rights to void this contract as discussed under the section of this contract labeled Termination.

2.67 OEM Part Numbers

Contractor shall supply Laketran with the OEM part numbers for all parts used in the equipment purchased under this project.

2.68 Options, Assignment by Laketran

This RFP includes an option to purchase additional quantities of the same vehicle at the prices tenders by the proposer. This options shall be executed by Laketran it its sole discretion taking available funding, proposer's price, need for the vehicles and Laketran's experience with the contractor. Any part of this tender including options that is not executed by Laketran shall be assignable by Laketran with vender's consent to another transit agency. Said options shall be executable or assignable by Laketran from award date to one year after the last vehicle in Laketran's initial order is delivered.

2.69 Non-Smoking Policy

Laketran's entire facility - including offices, maintenance areas, bus storage, vehicle servicing lanes, parking lots and roadways - is a non-smoking facility. Smoking is prohibited everywhere. Contractor, its employees and sub-contractors shall adhere to this policy at all times. Any contractor or his/her employees found violating this policy will be removed from the property for the day and Laketran will withhold payment for the subject time period.

2.70 Funding Agencies

The Federal Transit Administration is the federal agency through which funds may have been granted to Laketran in support of this project. It is abbreviated "FTA" in this document and is located at:
Suite 320

200 West Adams Street
Chicago, Illinois 60606
(312) 353-2789

The Ohio Department of Transportation is the state agency through which funds are granted to Laketran in support of this project. It is abbreviated "ODOT" in this document and is located at:
1980 West Broad Street
Columbus, Ohio 43223
(614) 466-8955

2.71 Jurisdiction

This procurement is governed by the latest versions of Section 306.43 of the Ohio Revised Code (ORC), Federal Transit Administration (FTA) Circular C4220.1, U.S. Department of Transportation's Uniform Administrative Requirements (2 CFR 200) and the Federal Acquisition Regulation (FAR). These are listed in descending order of application.

The Lake County Court of Common Pleas shall have exclusive jurisdiction to hear any dispute related to this procurement once the protest procedure identified in Section 1.32 is exhausted.

In witness whereof, Laketran and Contractor have signed this agreement at the date and place hereinabove first mentioned.

2.72 Promoting COVID-19 Safety

The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"). One of the objectives of the CDC Mask Order is "maintaining a safe and operating transportation system." All Third-Party contractors are required to comply, with the CDC Mask Order. The FTA may take enforcement action for non-compliance with the CDC Mask Order, including:

- (1) Enforcement actions authorized by 49 U.S.C. § 5329(g);
- (2) Referring the Recipient to the CDC or other Federal authority for enforcement action;
- (3) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
- (4) Any other enforcement action authorized by Federal law or regulation.

2.73 Notification of Legal Matters that affect the Federal Government

For any contract with a value greater than \$25,000, if a current or prospective legal matter that may affect the Federal government emerges, the Contractor shall promptly notify Laketran and Laketran will notify the FTA Chief Counsel and FTA Regional Counsel. The Contractor shall include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" greater than or equal to \$25,000 according to 2 CFR 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

2.74 Prohibition on certain telecommunications and video surveillance services or equipment.

1

Under 2 CFR 200.216, Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment.

2.75 Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.76 Safe Operation of Motor Vehicles

Seat Belt Use - In accordance with Executive Order 13043 (1997), third party contractors are required to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Distracted Driving Including Text Messaging While Driving – In accordance with Executive Order 13513 (2009), U.S. DOT Order 3902.10, and U.S. DOT Special Provision pertaining to Distracted Driving, third party contractors are required to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award and prohibit text messaging while driving.

2.77 Human Trafficking

Third party contractors agree that it and its employees that participate in the project, may not: engage in severe forms of trafficking in persons, procure a commercial sex, or use forced labor in the performance of the project during the period of time that the Laketran's project is in effect.

BID FORMS

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Advertisement for Bids/Public Notice to Bidders.

4.0 PROJECT SPECIFIC DOCUMENTS

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011419	USE OF SITE
011423	ADDITIONAL WORK, OVERTIME
012513	PRODUCT SUBSTITUTION PROCEDURES
013119	PROJECT MEETINGS
013216	CONSTRUCTION PROGRESS SCHEDULE
013223	SURVEY AND LAYOUT DATA
013319.01	FIELD TEST REPORTING – AGGREGATE, SOILS, CONCRETE AND ASPHALT
013323	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326	PRODUCT TESTING AND CERTIFYING
013543	ENVIRONMENTAL PROTECTION
014126	GENERAL REGULATIONS AND PERMITS
014223	INDUSTRY STANDARDS
014323	QUALIFICATIONS OF TRADESMEN
015100	TEMPORARY POWER SERVICE
015136	TEMPORARY WATER AND DISTRIBUTION
015526	TEMPORARY TRAFFIC CONTROL DEVICES
016600	PRODUCT HANDLING AND PROTECTION
017800	FINAL COMPLIANCE AND SUBMITTALS
017821	CLEANING AND PROTECTION

DIVISION 32 - EXTERIOR IMPROVEMENTS

321313.33	PORTLAND CEMENT CONCRETE SEALING
321623	CONCRETE WALKS, PADS, AND STAIRS
329200.19	SEEDING AND MULCHING

PRICES TO INCLUDE	PTI.1 – PTI.8
FINDINGS FOR RECOVERY & NOTIFICATIONS	N.1
STANDARD SPECIFICATIONS	SS.1
SPECIFIC PROJECT REQUIREMENTS	SR.1
DAVIS BACON FEDERAL WAGE REQUIREMENT	DB.1
Federal Prevailing Wage Rate Schedule: Heavy and Highway	

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

- A. The project is located at Madison Park-N-Ride, 200 Water Tower Drive, Madison, Ohio 44057.

1.2 PROJECT DESCRIPTION

- A. The project consists of light pole relocation, concrete pavement, site furnishings and electrical line installation for parking lot site and pavement improvements.

1.3 SPECIFICATIONS

- A. In general, these Specifications describe the work to be performed by the various trades, other than work specifically excluded. It shall be the responsibility of the Contractor and Subcontractors to perform all work incidental to their trade, whether or not specific mention is made of each item, unless such incidentals are included under another Item.
- B. It is advised that the Contractor and all Subcontractors familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

1.4 DRAWING SCHEDULE

- A. The work to be done under this Contract is shown on the following Drawings:

<u>Title</u>	<u>Sheet No.</u>
Cover Sheet	1
General Notes	2
Construction Details	3
Site Layout Plan	4
Electric Plan	5

END OF SECTION 011100

SECTION 011419 – USE OF SITE

PART 1 - GENERAL

1.1 GENERAL

- A. The Contractor will be allowed the use of as much of the site designated for the improvements as is necessary for his operation.

1.2 USE OF STREETS

- A. During the progress of the work, the Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to their operations over said streets. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.
- B. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.
- C. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

1.3 CLOSING STREETS TO TRAFFIC

The Contractor may with the approval of the Engineer, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the Engineer. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time, and may refuse to permit the closing of additional streets to traffic until the majority of the work on the closed streets is completed and they are opened to traffic.

1.4 RIGHTS-OF-WAY

- A. Whenever it is required to perform work within the limits of public or private property or in rights-of-way, such work shall be done in conformity with all agreements between the Owner and the owners of such. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.
- B. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner.
- C. When the Contractor performs construction within 10 ft. of a right-of-way or easement line, he shall place tall stakes properly identified at points of change in width or direction of the right-of-way or easement line and at points along the line so that at least two stakes can be seen distinctly from any point on the line.

1.5 EASEMENTS

- A. Where the work is to be constructed upon easements, such easements will be secured by the Owner without cost to the Contractor. The Contractor shall not enter upon or occupy any private property outside of the limits of the easements furnished.
- B. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

1.6 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

- A. The Contractor shall, at his own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. All existing fences removed due to the prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

1.7 SITE FACILITIES

- A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

1.8 RESTORATION

- A. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

END OF SECTION 011419

SECTION 011423 - ADDITIONAL WORK, OVERTIME

PART 1 - GENERAL

1.1 NIGHT, SUNDAY AND HOLIDAY WORK

- A. No work will be permitted at night, Sunday or legal holidays except as noted on the plans or in the case of emergency and then only upon written authorization of the Engineer. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

END OF SECTION 011423

SECTION 012513 – PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 MATERIALS AND EQUIPMENT

- A. In the specifications and on the Engineer's drawings, are specified and shown certain pieces of equipment and materials deemed most suitable for the service anticipated. This is not done to eliminate other equipment and materials equally as good and efficient. The Contractor shall prepare his bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, he shall submit to the Owner a written request for such change and state the advantage to the Owner and the savings or additional cost involved by the proposed substitution. The determination as to whether or not such change will be permitted rests with the Owner and the Engineer.
- B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

END OF SECTION 012513

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

- A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.
- B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.
- C. The Contractor shall bring to the preconstruction meeting a proposed construction progress schedule, erosion control plan, quality control program, concrete mix designs, asphalt mix designs (JMF), etc. Approval of each by the Engineer is required prior to the start of any work.
- D. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

1.2 PROGRESS MEETINGS

- A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.
- B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

END OF SECTION 013119

SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 PROGRESS SCHEDULE

- A. Immediately after signing the Contract, the General Construction Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed-upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Copies of such graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.
- B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

SECTION 013223 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 STAKING

- A. The Contractor shall hire a surveyor licensed in the state the work is to be installed to provide all reference points not already established and staking. The Contractor shall protect and preserve the established staking and reference points as long as required for installation of the work and field verifications by any party. The Contractor's surveyor shall replace and accurately relocate all staking and reference points so lost, destroyed or moved.

1.2 LAYOUT OF WORK

- A. The Contractor shall lay out his work and be responsible for correct locations, elevations and dimensions of all work executed by him under this Contract. The Contractor must exercise proper precautions to verify the figures shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution. The Contractor shall insure the new construction aligns with any existing work.

END OF SECTION 013223

SECTION 013319.01 - FIELD TEST REPORTING
- AGGREGATE, SOILS, CONCRETE AND ASPHALT

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same. The Contractor shall provide the Engineer a list of three (3) local qualified firms for Owner to select from to be the Contractor's testing firm.
- B. The Contractor shall provide the engineer with a Quality Control Plan in which his testing methods/procedures are defined. Said Plan shall meet with the approval of the Engineer and include identification of laboratories, types of testing, and the tentative amount and scheduling of each.

All certification of tests and/or gradations for material to be utilized in the work and all quality control testing shall be performed by an independent laboratory (not affiliated with, owned by, or managed by the Contractor). The laboratory shall be accredited by the AASHTO Materials Reference Laboratory for the type of testing performed.

- C. The Owner may perform field Quality Assurance testing; however, such testing shall not relieve the Contractor from the responsibility of Quality Control testing or from supplying certificates from manufacturers or suppliers to demonstrate compliance with the specifications. It is intended that the testing by the Contractor and the Owner be complimentary toward a quality project; however, the Contractor may not assume the Owner will test or that any tests will be done in lieu of the Contractor's own Quality Control testing. In the same sense, the Contractor may not rely on Owner Quality Assurance testing as a basis of acceptance or approval of his work nor may any Owner-performed testing be reflected in his submitted plan.

1.2 TEST CRITERIA

- A. The following tests at a minimum shall be included with the Contractor's Quality Control Plan in accordance with the specifications:
 - 1. Aggregates
 - a. For each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.
 - 2. Compaction Tests
 - a. Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials.
 - b. Minimum testing shall be as follows:

Embankment testing shall be at least one (1) test/5,000 SF of each lift; Trench backfill testing shall be at least one (1) test/50 LF of each lift; Subgrade and/or subbase testing shall be at least one (1) test/200 LF of pavement or 5,000 SF of slabs; subject to greater frequency due to soil conditions or Engineer's direction.

- c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted.
- 3. Concrete Mix Design
 - a. For each type of concrete, the laboratory shall perform the necessary mix design providing all test data as required by the specifications.
 - 4. Concrete Field and Laboratory Tests
 - a. The laboratory shall cast concrete cylinders and test beams:
 - 1. One set of four cylinders per 50 CY with a minimum of two sets per day. The cylinders shall be broken: one at 7 days, two at 28 days, one at 56 days, unless otherwise directed by the Engineer.
 - 2. One beam per 50 CY with a minimum of two beams per day.
 - b. Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of once per day. Bulk weight, bucket weight, (tare), net weight, bucket factor (bucket volume) and unit weight shall be recorded on the fresh concrete report. Show all batch weights for yield calculations. Slump and air content tests shall be taken a minimum of one test per 20 CY and at least once per day.
 - c. All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.
 - d. Initial cure of all cylinders shall be in a temperature controlled cure box or temperature controlled water tank with a hi-low thermometer. Hi-low temperature readings shall be recorded on the fresh concrete report.
 - 5. Asphalt Mix Design
 - a. For each type of asphalt mix, submit job mix formula (JMF) prepared by an ODOT pre-qualified laboratory from tests performed on the aggregates proposed for use.
 - b. Sample and test for gradation and bitumen content per ODOT 441.

1.3 LABORATORY REPORTS

- A. Reports of laboratory and field tests will be distributed to the Engineer, Owner, and Suppliers within 24 hours of completion.

END OF SECTION 013319.01

SECTION 013323 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 GENERAL

- A. The Contractor shall submit detailed drawings, acceptable catalog data, specifications and material certifications for all equipment and materials specified or required for the proper completion of the work.
- B. The intent of these items is to demonstrate compliance with the design concept of the work and to provide the detailed information necessary for the fabrication, assembly and installation of the work specified. It is not intended that every detail of all parts of manufactured equipment be submitted, however sufficient detail will be required to ascertain compliance with the specifications and establish the quality of the equipment proposed.

Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.

- C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.
- D. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.
- E. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.
- F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.

- G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.
- H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.
- I. The Engineer/Architect will review the first and second Shop Drawing item submittals at no cost to the Contractor. Review of the third submittal and any subsequent submittal will be at the Contractor's expense. Payment will be deducted from the Contract amount at a rate of 2.8 times direct labor cost plus expenses.

1.2 SUBMITTAL PROCEDURE

- A. All required submissions shall be made to the Engineer/Architect by the Prime Contractor(s) only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., shall be submitted through the Contractor.
- B. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer/Architect that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- C. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:
 - 1. Location
 - 2. Project Name
 - 3. Contract
 - 4. Name and Address of Engineer/Architect
 - 5. Name and Address of Contractor
 - 6. Name and Address of Subcontractor
 - 7. Name and Address of Supplier
 - 8. Name of Manufacturer
 - 9. Number and Title of appropriate Specification Section
 - 10. Drawing Number and Detail References, as appropriate.
 - 11. Submittal Sequence or Log Reference Number.
 - a. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".
- D. Each Shop Drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog

numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.

Signature

Date

Company

- E. Shop Drawings shall be submitted in not less than six (6) copies to the Engineer/Architect at the address specified at the Preconstruction Conference. Single mylar or sepia reproducible copies of simple Shop Drawings may be submitted with prior approval of the Engineer/Architect.
- F. At the time of each submission, Contractor shall in writing identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- G. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.
- H. For product which require submittal of samples, furnish samples so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. Properly label samples, indicating the material or product represented, its place of origin, the names of the vendor and Contractor and the name of the project for which it is intended. Ship samples prepaid. Accompany samples with pertinent data required to judge the quality and acceptability of the sample, such as certified test records and, where required for proper evaluation, certified chemical analyses.

1.3 REVIEW PROCEDURE

- A. Engineer/Architect will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
- B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.
- C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.
- D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to

indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
 2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
 3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
 4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.
- E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

APPLICATION FOR USE OF SUBSTITUTE ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

Page	Paragraph	Description
A.		The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.
B.		Change in Contract Price (indicate + or -) \$ _____
C.		Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.
D.		Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments are correct:

1. The proposed substitute does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule, or specified warranty requirements. (If proposed substitution affects construction schedule, indicate below using + or -)

_____ CONSECUTIVE CALENDAR DAYS

4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item, and agrees to reimburse the OWNER for the charges of the ENGINEER for evaluating this proposed substitute item.

E. Signature:

Firm:

Address:

Telephone:

Date:

Attachments:

For use by ENGINEER:

_____ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

_____ Accepted as evidenced by included CHANGE ORDER.

_____ Not accepted as submitted. See Remarks.

_____ Acceptance requires completion of submittal as required for SHOP DRAWINGS.

_____ Not accepted. Do not resubmit.

By:

Date:

Remarks:

APPLICATION FOR USE OF "OR-EQUAL" ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

Page	Paragraph	Description
A.		The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions. _____
B.		Change in Contract Price (indicate + or -) \$ _____
C.		Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.
D.		Signature: _____ Firm: _____ Address: _____ _____

Telephone: _____ Date: _____

Attachments: _____

For use by ENGINEER:

- _____ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
- _____ Accepted as evidenced by included CHANGE ORDER.
- _____ Not accepted as submitted. See Remarks.
- _____ Acceptance requires completion of submittal as required for SHOP DRAWINGS.
- _____ Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

END OF SECTION 013323

SECTION 013326 – PRODUCT TESTING AND CERTIFYING

PART 1 - GENERAL

1.1 QUALITY OF MATERIALS

- A. Where the specifications call for mill or shop tests, the Contractor shall furnish duplicate copies of attested manufacturer's certificates showing details of quality or performance sufficient to demonstrate conformity to contract requirements. Mill, shop or witness tests shall be subject to view by the Engineer's representative, but the Engineer's representation shall not relieve the Contractor from the necessity of furnishing certificates specified. The Engineer shall be notified by the Contractor in writing, sufficiently in advance of the time of making tests, so that proper arrangements may be made. Waiving of witness of tests by the Engineer may be in writing only by the Engineer. All costs for travel, lodging, food and transportation that are necessary for the Engineer's representative and the Owner's representative to attend witness tests shall be included in the Contractor's bid for those item(s) specifically designated as being subject to witness testing.
- B. Unless otherwise specified, all materials, equipment and articles shall be erected, installed, applied, or connected, used, cleaned and conditioned in accordance with the printed instructions and directions of the manufacturer.
- C. The installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.
- D. The work shall be executed in conformity with the best practice and so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightliness. It shall also be executed so that the installation will conform and accommodate itself to the building structure, its equipment and usage.
- E. Whenever in the contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment is to be regarded merely as a standard and such trade name shall be followed by "or equal".

1.2 QUALITY ASSURANCE

- A. The equipment and materials to be furnished under this Contract shall be the products of well established and reliable firms which have had ample experience for at least five (5) years in the manufacture of equipment or materials similar in design and of equal quality to that specified. If required, the manufacturer shall submit a list of installations of similar equipment which have been in successful operation for at least five (5) years.

1.3 EXPERIENCE CLAUSE REQUIREMENT AND PERFORMANCE BONDS FOR MANUFACTURER

- A. For every piece of equipment furnished under this Contract, the manufacturer will be required to have a minimum of five (5) years of experience in providing this specific type of equipment. In lieu of this experience requirement, the manufacturer will be required to provide performance bond(s) for the faithful performance of the equipment and guarantee payment in a sum of not less than one hundred and fifty percent (150%) of the total equipment price for the completed work for that item. In the absence of verifiable experience, the manufacturer will be required to provide the performance bond(s) for the same number of years that the manufacturer was found lacking in experience from the specified five (5) year period. The performance bond(s) shall be from an approved surety company, to the satisfaction of the Owner's Law Director.
- B. Agents of bonding companies which write bonds for the performance and payment 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. Copy of this proof shall be attached to each copy of the contract.
- C. The bond shall be purchased through a surety company with a local agent upon whom service of process can be made.
- D. In event of failure of surety or co-surety, the manufacturer shall immediately furnish a new bond, as required herein. The manufacturer's bond will not be released until all provisions of the contract have been fulfilled.
- E. The surety used for the bid bond and performance bond shall be listed in the latest U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

END OF SECTION 013326

SECTION 013543 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 UNNECESSARY NOISE, DUST AND ODORS

- A. The Contractor's performance of this contract shall be conducted so as to eliminate all unnecessary noise, dust and odors.

1.2 SEWAGE, SURFACE AND FLOOD FLOWS

- A. The Contractor shall take whatever action is necessary to provide all necessary tools, equipment and machinery to adequately handle all sewage, surface flows and flood flows which may be encountered during the performance of the work. The entire cost of and liability for handling such flows is the responsibility of the Contractor and shall be included in the price for the appropriate item.

1.3 WORK IN FREEZING WEATHER

- A. Written permission from the Engineer shall be obtained before any work is performed which, in the judgment of the Engineer, may be affected by frost, cold, or snow. When work is performed under such conditions, the Contractor shall provide facilities for heating the materials and for protecting the finished work.

1.4 POLLUTION CONTROL

- A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- B. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NPDES Permit for Construction Activities and the Ohio Department of Natural Resources Rainwater and Land Development manual. This work may consist of but not be limited to construction and continual maintenance of silt fence, bio bag filters, sedimentation traps, stilling basins, check dams, temporary seeding, temporary mulching, erosion mats and other means to clarify waters containing suspended materials from excavations, embankments, cleared and grubbed or stripped areas, stockpiles, well points, and disposal sites and shall be commensurate with the contractor's schedule, sequence of work, means and methods. If a SWPPP plan is not required for the project, the contractor shall at a minimum submit a plan of his proposed erosion control prevention methods for approval by the Owner and/or other regulatory authorities having jurisdiction prior to starting any construction activities which may cause erosion.

- C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.
- D. Any material removed from sanitary or storm sewers shall be disposed in accordance with all applicable regulations.

END OF SECTION 013543

SECTION 014126 - GENERAL REGULATIONS AND PERMITS

PART 1 - GENERAL

1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

1.2 PERMITS

The Contractor shall apply for all permits from the Owner and/or other authorities having jurisdiction. The Owner will waive all permit and inspection fees for permits under their jurisdiction; however, the Contractor must pay all permit and inspection fees for permits issued by other authorities having jurisdiction.

1.3 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify Ohio's State Historic Preservation Office (SHPO), and to cooperate with that office in archaeological and historic surveys and mitigation efforts if such discoveries are uncovered within the project area.

Contact: Ohio's State Historic Preservation Office
Diana Welling, Resource Protection & Review Department Manager
Phone: 1-614-298-2000
Email: dwelling@ohiohistory.org

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

END OF SECTION 014126

SECTION 014223 - INDUSTRY STANDARDS

PART 1 - GENERAL

1.1 ABBREVIATIONS

- A. Abbreviations, as used, designate the following:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
ASTM	-	American Society of Testing and Materials
AWWA	-	American Water Works Association
CMS	-	Construction and Material Specifications
NEMA	-	National Electrical Manufacturers Association
ODOT	-	Ohio Department of Transportation
ORC	-	Ohio Revised Code
UL	-	Underwriters Laboratories, Inc.

1.2 REFERENCE TO OTHER SPECIFICATIONS

- A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

1.3 CODES AND STANDARDS

- A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

END OF SECTION 014223

SECTION 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Owner or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Owner so orders, and shall not be re-employed unless express permission be given by the Owner. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.

- B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015100 - TEMPORARY POWER SERVICE

PART 1 - GENERAL

1.1 ELECTRICAL POWER

- A. The Contractor shall furnish at his own expense all electrical power which may be required for the project. All temporary lines shall be furnished and installed by the Contractor at his own expense in a manner which meets the approval of the Engineer, and shall be removed by the Contractor at the completion of the construction.

END OF SECTION 015100

SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

PART 1 - GENERAL

1.1 WATER

- A. The Contractor shall be responsible for an adequate supply of water suitable for his use for construction and drinking. At his own expense, he shall provide and maintain adequate supplies and supply lines in such locations and installed in such a manner as may be satisfactory to the Engineer.
- B. All water mains within the project area belong to and fall under the control of the Lake County Department of Utilities (LCDU).
- C. Water for cleaning, flushing and hydraulic flow control is available from hydrants within the project area with the proper arrangements with the Lake County Department of Utilities. A \$1,500.00 deposit is required. Contact Grant Glazier, Quality and Assurance of LCDU 440.350.2652 to arrange for hydrant meters and billing.

END OF SECTION 015136

SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

PART 1 - GENERAL

1.1 BARRICADES, SIGNS AND LIGHTS

- A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb, or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.
- B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.
- C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

1.2 MAINTENANCE OF TRAFFIC

- A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.
- B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).
- C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the construction and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.

END OF SECTION 015526

SECTION 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

- A. The Contractor shall be responsible for delivery and storage of all materials.
- B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.
- C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.
- D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.
- E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.
- F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.
- G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

- 1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.
- A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).
 - B. Contractor's Certification of Completion.
 - C. Contractor's Affidavit of Prevailing Wage.
 - D. Consent of Surety Company for Final Payment.
 - E. Affidavit of Final Acceptance Date and Correction Period.
 - F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

- A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.
- B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.
- C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.
- D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.
- E. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.

END OF SECTION 017821

SECTION 321313.33 - PORTLAND CEMENT CONCRETE SEALING

PART 1 - SUBMITTALS

1.1 SUBMITTALS

- A. The Contractor shall submit technical information and a certified statement stating that the material to be furnished conforms to the material requirements of this section of the specifications.
- B. Copies of waybills and delivery tickets shall be submitted to the Contracting Officer during the progress of the work. Before final payment is allowed, the Contractor shall file with the Contracting Officer certified waybills and delivery tickets for all concrete sealer used in the work.

1.2. PORTLAND CEMENT CONCRETE SEALING TREATMENT

- A. The concrete sealer shall be an approved non-epoxy, non-silicone, non-toxic, non-hydrophobic, non-solvent material, and shall meet the following qualifications and AASHTO and ASTM test performance criteria, based in accordance with the manufacturer's recommended rate of coverage.

- 1. The penetrating sealer, after finished application, shall not darken, stain or discolor the treated concrete.
- 2. Application of the sealer shall not alter the surface texture or form a film or coating on the surface, and shall be compatible with the concrete pavement joint materials.
- 3. AASHTO T 259 Resistance of Concrete to Chloride Ion Penetration

Sealer-treated test specimens shall exhibit the following average values when an average of 0.125 inches of the treated concrete specimen has been abraded from the surface to simulate 10-12 years of traffic wear. Abrasion will be performed after treatment with sealer; and before ponding with chloride solution.

<u>Test</u>	<u>Duration</u>	<u>Average Absorbed CL</u>	<u>Method Used</u>
Salt water ponding	90 days	2.50 lbs. per cubic yard	AASHTO T259
	2160 hours	Depth of Measurement: 1/16" to 1/2" * 0.04 lbs. per cubic yard Depth of Measurement: 1/2" to 1.0"	AASHTO T260

* Based on abraded concrete specimens.

4. ASTM C672 Scaling Resistance of Concrete Surfaces

Sealer-treated test specimens shall exhibit a 0 (zero) scale reading, and an improvement over untreated specimens after completion of a minimum of 50 freeze-thaw cycles; or until a difference between treated and untreated specimens develops. Example after 50 cycles:

<u>Specimen</u>	<u>Scale Rating</u>
Untreated	2+ (light to moderate scaling)
Treated	0 (no scaling)

5. AASHTO T161/ASTM C666 Resistance of Concrete to Rapid Freezing and Thawing

Treated specimens shall demonstrate equal or better durability to surface scaling than the frost resistant concrete used as a control upon completion of the test after a minimum of 300 freeze-thaw cycles. Example:

<u>Cycles</u>	<u>Control</u>	<u>Treated</u>
146	Slight	None
237	Slight	Slight
480	Slight	Slight

6. ASTM C501 Relative Resistance to Wear

Treated test specimens shall meet or exceed the improvement percentages as specified below on nominal 3,000 psi concrete after 1,000 revolutions:

<u>Specimen</u>	<u>Average Abrasive Wear Index</u>	<u>Average Depth of Wear</u>	<u>Average Absolute Weight Loss</u>
Treated	27.4	.026	3.227 gm
Untreated	19.9	.033	4.525 gm
Improvement	37.7%	21.2%	28.7%

7. ASTM C882 Bond Strength of Epoxy-Resin Systems used with Concrete

Test results shall demonstrate bond strength of treated samples equal to untreated samples used as a control.

8. Depth of Penetration

Depth of Penetration shall be a minimum of 1/8 in. as demonstrated by successful testing in accordance with AASHTO T 2590 (based on abroad specimens).

- B. The concrete sealer to be used shall be SINAK Concrete Sealer or approved equivalent. To be considered equivalent, the Contractor must submit the following with his bid. Products submitted after the bid date will not be considered.
1. Verifiable evidence from approved independent laboratory(s) confirming that the material proposed for consideration meets or exceeds the test criteria of each and every test set forth in this specification. Any product that does not meet or exceed the results of all tests will not be considered.
 2. A written certification from the manufacturer that the material proposed for consideration meets all of the other requirements of this specification as listed in Paragraph B. above.
 3. The manufacturer's application instructions and procedures, and rate of coverage shall be included with all submittals for consideration.

1.3 SURFACE PREPARATION

- A. The Contractor shall prepare surfaces to be sealed by thoroughly cleaning same with mechanical sweepers of an approved type and with wire brooms where necessary. All surfaces to be treated shall be power washed with a high pressure washer. To be clean, the surfaces shall be free of sand, clay, dust, salt, grease, oil, curing compound, and other foreign matter which might adversely affect the penetrating capability of the sealer.

1.4 APPLICATION OF CONCRETE SEALER

- A. Equipment to be used shall be as recommended by the manufacturer and shall include a low pressure airless or gravity type sprayer with an application pressure of approximately 40 psi, using a spray tip large enough to deliver an even fan spray without misting.
- B. Application of the concrete sealer shall be recommended by the manufacturer and in accordance with the following:
1. The application shall consist of two coats minimum. Each coat shall be in a light, even coat which shall be allowed to dry completely before continuing application. If a light sheen is visible when the second coat is dry, stop sealer application, and proceed to the water spray application.

If no sheen is visible when the second coat is dry, repeat coats until a light sheen is apparent. Immediately after the final seal coat has been applied and allowed to dry, a light, even water-spray shall be applied to all treated surfaces to ensure complete penetration of the sealer. If a sheen is still visible after the water coat has dried, additional water coats shall be applied until the sheen is no longer evident and the concrete finish appears dull.

Coverage rate for SINAK Concrete Sealer S-102 will generally average 300-500 square feet per coat. The manufacturer or approved distributor will be present during the application of the first 1,000 square feet application to insure proper application procedures are followed. Based upon the first 1,000 square feet application, the manufacturer (or distributor) and the Project Engineer will agree upon a coverage rate to use for both coats within the range noted above.

2. Weather Limitations

Sealer should not be applied when temperatures are below 40°F or are expected to fall below 32°F within 24 hours or when rain is forecasted within 24 hours.

1.5. WARRANTY

- A. The Manufacturer shall provide a 5-year warranty that shall cover labor and material for damages from water, freeze/thaw, salt, acid rain, and from surface deterioration due to reinforcing steel corrosion or from ultra-violet exposure.
- B. The warranty shall be valid even if the treated surfaces is abraded off to a depth of up to 1/16-inch.
- C. The applicator shall be factory-trained and certified as competent, by the manufacturer with respect to the products specified herein. The applicator shall provide proof of certification.

Installation furnished by the factory certified applicator is required to qualify the project for the 5-year warranty.

END OF SECTION 321313.33

SECTION 321623 - CONCRETE WALKS, PADS, AND STAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Under this section the Contractor shall furnish and construct sidewalks, pads, and stairs as shown or scheduled on the Drawings, specified or directed.
- B. This section includes preparation of the base and/or subgrade construction of walks, adjustment of manhole castings and valve boxes to conform to new elevations and other work and materials incidental to the construction of walks and stairs.

1.3 OWNER'S STANDARDS AND SPECIFICATIONS

- A. Items preceded by ODOT shall refer to the latest edition of the State of Ohio, Department of Transportation, Construction and Material Specifications.

PART 2 - PRODUCTS

2.1 CONCRETE

- A. All concrete used shall be Class QC 1 as specified in the plans.

2.2 WALKS AND STAIRS

- A. Other materials for walks and stairs shall meet the applicable requirements of ODOT Item 608.

2.3 PADS

- A. Concrete pads shall meet the applicable requirements of ODOT Item 451 with Fiber Reinforcement

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All soil subgrade under walks and stairs shall be compacted in accordance with the Plan General Notes and ODOT 203.

- B. All service boxes, manholes and inlet tops shall be set to the required grades.
- C. All construction for walks and stairs shall be in accordance with ODOT Item 608 for the type called for on the Drawings.
- D. Minimum thickness of concrete walks shall be 4 inches.
- E. All construction for concrete pads shall be in accordance with ODOT Item 451 with fiber reinforcement.
- F. Minimum thickness of concrete pads shall be 8 inches.
- G. Minimum thickness of concrete walks shall be 4 inches.
- H. Stairs shall be as detailed on the drawings.

END OF SECTION 321623

SECTION 329200.19 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

- . Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.
- A. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

- A. Product Data: For the following:
 1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.
 2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.
 3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.
 4. Provide soil amendments information based on soils test requirements.
 5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.1 QUALITY ASSURANCE

- A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.
- B. The Contractor shall have a soils test done at his expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.
- B. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department

of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.

- D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.4 PROJECT CONDITIONS

- B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.
- D. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.
- D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.
- B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth.

New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

- C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

- A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

<u>Common Name</u>	<u>Proportion by Weight</u>
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

- A. Mulch shall be clean straw free of seed and weed seed.
 - 1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.
- B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% ± 3.0%
- Organic content	99.2% ± 0.8% O.D. Basis
- pH	4.8 ± 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

- A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.
- B. Loosen subgrade, remove any stones greater than ½” in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.
- C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled

thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

- D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.
1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.

If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.
 2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.
- E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.
- F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.
- B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.
- C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.
- D. Contractor has the option to hydroseed large lawn areas, using equipment specifically

designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.

- E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

- A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.
- B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

- A. A soils test shall be required for existing lawns prior to any reconditioning.
- B. Recondition all existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.
- C. Provide soil amendments as called for in the soils test.
- D. Provide new topsoil, as required, to fill low spots and meet new finish grades.
- E. Cultivate bare and compacted areas according to the topsoil specifications.
- F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.
- G. All work shall be the same as for new seeding.
- H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

- A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

- B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.
 - 1. Mowing
 - a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.
 - 2. Refertilizing
 - a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.
 - 3. Reseeding
 - a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.
 - 4. Watering
 - a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.
 - 5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

- A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to make an inspection to determine final acceptance.
- B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.
- C. No payment shall be made until areas are accepted.
- D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

PRICES TO INCLUDE

PART 1 - GENERAL

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid for each Bid Item shall include the following:

- 1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workmen, the general public, and property along the work in accordance with the Contract Documents.
- 1.6 Protection and/or replacement of existing property corner monuments.
- 1.7 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
- 1.8 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.9 All new Portland cement concrete pavement, curb, drives, sidewalks, and ramps shall be sealed with SINAK S-102 in accordance with Section 321313.33, Portland Cement Concrete Sealing. The concrete shall be cured immediately after placement with a self-degrading curing compound such as WZ Strip™ Cure DR, Water Based Resin, or equal. All exposed areas to be treated shall be broomed and high pressure washed prior to application of the penetrating sealer.
- 1.10 All concrete utilized on this project: 1) All aggregate shall meet the requirements of ODOT 730.02, Loss, sodium sulfate soundness test, 12% maximum; 2) If #57 or #67 size coarse aggregate is used, it shall be tested in accordance with ASTM C 666, Procedure B, and meet the requirements of ODOT 703.13. copies of actual test reports and manufacturers certifications are required and shall be no more than 6 months old to time of submittal; 3) Class C concrete – Options 1, 2, and 3 will not be allowed; 4) All surfaces shall be sealed with an approved cure and seal, not standard ODOT curing compound.
- 1.11 Providing and implementing the Quality Control Plan in accordance with Specification Section 013319.
- 1.12 Construction staking of improvements and layout and survey.
- 1.13 Dumpsters / trash and debris removal from site.Maintenance of traffic.

PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent ODOT specification except as specifically altered by other provisions of this contract.

2.1 BONDS AND INSURANCES, AS PER PLAN

Basis of Payment

A "Bonds and Insurances" item (including "Owner/Contractor Protective Policy," "All Risk Builder's Risk Insurance," and/or "Installation Floater Insurance", **and/or endorsements to fully comply with all contract requirements**) has been included in the bid proposal.

2.2 CLEARING AND GRUBBING

Basis of Payment

The lump sum price shall include the removal of all trees and brush in the work zone required for the Contractor to perform his work and the furnishing of all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.3 PAVEMENT/WALK REMOVED, AS PER PLAN

The work, method of construction, and materials for pavement/walk removed shall conform to ODOT Item 202, and as per details in the plans with the following modifications:

- A. This item of work is for the removal of pavement/walk as designated by the Engineer or shown on the plan which is NOT designated for replacement in kind.
- B. Pavement/walk removed for replacement in kind shall be included and paid for under a separate bid item.
- C. Existing pavement and/or walk shall be removed by full depth pavement saw cutting of the existing pavement.

Method of Measurement

The measurement of pavement removed shall be in square yards and walk removed shall be in square feet of removal.

Basis of Payment

The unit price stipulated per square unit for pavement/walk removal as directed shall be full compensation for excavation, removal and disposal of existing walk, pavement, including necessary saw cuts as required, backfill, lineal grading to establish positive drainage as directed, seeding and mulching, the furnishing and placing all materials, labor, tools, and equipment necessary to complete the work as specified or as shown in the Contract Drawings.

2.4 CURB REMOVED, AS PER PLAN

The work, method of construction and materials for curb removed shall conform to ODOT Item 202 and as per details in the plans with the following modifications.

- A. This item of work is for the removal of curbs as designated by the Engineer or shown on the plan which is NOT designated for replacement in kind.
- B. Curb removed for replacement in kind shall be included and paid for under a separate bid item.
- C. Existing curb and/or pavement shall be removed by full depth pavement saw cutting of the existing pavement.

Method of Measurement

The measurement of curb removed shall be the actual length of curb removed.

Basis of Payment

The unit price stipulated per lineal foot for curb removed as directed shall be full compensation for excavation, removal and disposal of existing curbs, pavement, including necessary saw cuts, restoration of curb underdrains as required, backfill, lineal grading behind the curb to establish positive drainage as directed, and the furnishing and placing all materials, labor, tools, and equipment necessary to complete the work as specified or as shown in the Contract Drawings.

2.5 GEOTEXTILE FABRIC, AS PER PLAN

The work, method of construction and materials shall be in accordance with ODOT Item 204.

Method of Measurement

The quantity to be paid of woven geotextile fabric shall be the actual square yard area covered subgrade using woven geotextile fabric complete and accepted in place.

Basis of Payment

The unit price stipulated per square yard of woven geotextile fabric complete shall be full compensation for furnishing and properly installing the geotextile fabric in accordance with manufacturer's recommendation to the pavement subgrade unless directed otherwise by the Engineer; and furnishing of all labor, tools, materials, and equipment necessary to complete the work as specified or as shown.

2.6 AGGREGATE BASE, AS PER PLAN

Method of Measurement

Measurement will be made on a volumetric basis for the actual number of cubic yards of aggregate base installed as measured in the field.

Basis of Payment

The unit price bid shall include labor, material, and equipment necessary to install the aggregate base per ODOT Item 304 in place, including compaction and subbase preparation, completed and accepted in accordance with the plans and specifications or as directed by the Engineer.

2.7 CONCRETE SEALING SURFACE TREATMENT, SINAK, AS PER PLAN

All new exposed new concrete pavement, drives, aprons, walks, curbs, and curb ramps shall receive Portland cement concrete sealing. The concrete shall be cured immediately after placement with a self-degrading curing compound such as ChemMasters Safe-Cure Clear, Water Based Resin, or equal. All exposed areas to be treated shall be broomed and high pressure power washed prior to application of the penetrating sealer. The work, method of construction and materials shall be in accordance with Section 321313.33.

Method of Measurement

The quantity to be paid of Portland cement concrete sealing surface treatment shall be the actual square yards of surface area which receives treatment at the specified application rates.

Basis of Payment

The unit price stipulated per square yard of Portland Cement concrete sealing surface treatment, complete in place shall be full compensation for furnishing and applying the sealer at the specified application rates to all exposed reinforced and plain concrete pavements and concrete curbs, walks and curb ramps unless directed otherwise by the Engineer; and furnishing all labor, tools, materials, and equipment necessary to complete the work as specified or as shown.

2.8 CONCRETE PAVEMENT, PADS AND WALKS, AS PER PLAN

The work, method of construction and materials for concrete pavement, pads, walks, concrete curb ramps and concrete pavement for drives shall conform to ODOT Items 608, 452, 255, 304, 203 and 202, except as modified herein or as shown on the contract drawings.

- A. There will be no separate measurement or payment for removal and disposal of existing soil, walk or concrete drives or subbase, crushed limestone base, and subgrade compaction. These items of work shall be included in the furnishing and installation of new pads and walks or curb ramps or concrete pavement for drives.
- B. There will be no additional compensation for providing a thickened edge and/or integral curb, as detailed.
- C. ODOT Item 499 Concrete, Class QC1 shall be used for walks and curb ramps.

- D. Each and every sidewalk, drive slab and joint shall be edge tooled after texturing surface.
- E. ODOT 304 Aggregate Base, utilizing crushed limestone, shall be provided with these items.
- F. Saw cuts shall be made to the full depth of the existing concrete pavement and be considered an incidental cost to be included with the bid item.
- G. Concrete replacement thickness shall not be less than the existing thickness.
- H. The unit price shall include hook bolt installation and the application of joint sealant.

Method of Measurement

The quantity to be paid of concrete pavement, pads, walk, concrete curb ramps to the thickness and class of concrete specified shall be the actual square dimension, square feet or square yards as indicated in the Proposal of finished surface complete in place.

Basis of Payment

The unit price stipulated per square foot or square yards (as indicated in the Proposal) for concrete pavement, pads, walk, concrete curb ramp of the thickness and class of concrete specified shall be full compensation for furnishing all materials, grading, forming, finishing of the pad, walk, curb ramp and pavement including removal and disposal of existing grass, sod, topsoil, bushes, trees, walk or pavement and curbs, necessary pavement saw cutting, clearing and grubbing, excavation and/or backfill to required line and grade, subgrade compaction as required, furnishing and installing subbase or base material, integral curbing, adjustment of water/gas service valves, concrete, curing compound, and expansion joint material; hook bolts, joint sealant, wire and/or mesh reinforcing as required; furnishing of all labor, tools, materials and equipment necessary to complete the work as specified or as shown.

2.9 BOLLARD, AS PER PLAN

Method of Measurement

The quantity of each bollard to be paid for shall be the actual number of bollards completed in accordance with the Contract Drawings and with these Specifications.

Basis of Payment

The unit price bid shall include all labor, material, and equipment necessary to install each bollard unit including excavation, concrete base and fill, steel piping, plastic sleeves, and paint, hardware and accepted and in accordance with the details and specifications or as otherwise approved by the Engineer.

NOTE: Laketran will provide seven (7) steel pipe and plastic sleeves for this project. The Contractor shall adjust his material price accordingly.

2.10 DOUBLE GATE, AS PER PLAN

The work, method of construction and materials for gate items shall be in accordance with manufacturer's recommendations and the improvement plans and specifications.

Basis of Payment

The unit price stipulated, for the double gate, shall include full compensation for furnishing of all labor, tools, materials and equipment to install all items including posts, fencing, bolsters, hardware, concrete, and any appurtenances necessary to complete the work as specified or as shown.

2.11 SAFETY CHAIN, AS PER PLAN

Method of Measurement

The quantity for safety chain of the size and type specified shall be the actual length in feet installed and accepted.

Basis of Payment

The unit price bid per lineal foot shall include full compensation for furnishing of all labor, tools, materials and equipment and placing all items including hardware and appurtenances necessary to complete the work as specified or as shown.

2.12 CURB, ALL TYPES, INCLUDING REMOVAL, AS PER PLAN

The work, method of construction and materials for concrete curb as directed, of the type specified shall conform to ODOT Items 609 and 202 and as per details in the plans with the following modifications:

- A. ODOT Item 499 Concrete, Class QC MS mix shall be used for all curbs.

Method of Measurement

The length of curb of the type specified shall be the actual length of curb removed, replaced and accepted.

Basis of Payment

The unit price stipulated per lineal foot for curb as directed for the type specified shall be full compensation for excavation, removal and disposal of existing curb base, pavement, including necessary saw cuts, restoration of curb underdrains as required, backfill, lineal grading behind the curb to establish positive drainage as directed, seeding and mulching behind the curb, and installing hook-bolts, dowels, joint sealant and new curbs and furnishing and placing all materials, and furnishing all labor, tools, and equipment necessary to complete the work as specified or as shown in the Contract Drawings

2.13 MOBILIZATION

Basis of Payment

The lump sum (LS) price shall include all labor to transfer all equipment, materials, personnel, storage area, sanitary facilities and incidentals to the project site as required to complete the project per the plans and specifications.

2.14 REMOVE AND RE-ERECT EXISTING LIGHT POLE

Method of Measurement

The quantity to be paid shall be the number of individual units removed and relocated as per the plans and specifications.

Basis of Payment

The unit price shall include base demolition, excavation; electrical work; concrete foundation preparation, pouring, and forming, as specified in the plans and specifications; light pole removal, storage and replacement; material disposal; backfilling; operational testing; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

2.15 LAWN RESTORATION INCLUDING LINEAL GRADING AND TOPSOIL, AS PER PLAN

The work, method of construction and materials for lawn restoration shall be in accordance with Section 329200.19 with the following modifications:

- A. There will be no separated measurement or payment for furnishing and placing the required 4-inch topsoil bed.
- B. Cost to prepare the subgrade to receive the 4-inch topsoil bed including any necessary excavation or embankment to bring the subgrade to the lines indicated on the plans and parallel to the proposed finished grade shall be included in this bid item.
- C. The cost to furnish and place sphagnum peat moss at the rate specified and mix into the topsoil shall be included in this bid item.
- D. Restoration within the contract pay limits will be paid as directed by the Engineer on a one-time basis. Subsequent repairs of previously repaired seeded areas, repair of areas outside the contract pay limits and repairs to areas not planted within the designated spring or fall sowing season shall be at the Contractor's expense.

Basis of Payment

The lump sum price stipulated for lawn restoration of all disturbed and damaged lawn areas shall be full compensation for excavation and/or embankment of all areas to be restored to a depth necessary for placing topsoil to the grades shown or directed by the Engineer; removal and disposal of excess and unsuitable materials; preparation of the subgrade for topsoil; furnishing, placing, spreading and rolling topsoil; preparing the topsoil bed for sowing of seed; furnishing and placing soil amendments, fertilizer, peat moss and seed; maintaining lawn by watering, fertilizing, weeding, mowing, trimming and other operations as rolling, regrading and

replanting as required to establish an acceptable standard of growth; and restore damaged lawn landscape features; and the furnishing of all labor, material, tools, materials and appliances necessary to complete the work as specified or as shown.

2.16 TEMPORARY SEDIMENT AND EROSION CONTROL

The lump sum price bid for temporary sediment and erosion control shall include any and all labor, equipment and materials, including but not limited to, inlet protection, silt fence, straw bales, silt soxx, check dams, sediment traps, ponds, concrete washout, daily street sweeping, dust control, and temporary seeding to provide erosion control commensurate with the Contractor's plans, means, methods, work schedule, and in accordance with plan details and specifications.

2.17 CONTINGENCY/DISCRETIONARY ALLOWANCE

A Contingency/Discretionary Allowance has been included in the Bid Proposal to be utilized as directed by the Engineer for unscheduled work items not included on the proposal forms or other changes in the work. The contingency allowance or portions thereof shall only be released upon execution of approved Change Orders or as approved by the Engineer. Any portion of the allowance not utilized shall be credited to the Owner.

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(<http://ffr.ohioauditor.gov/>)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(<https://www.sos.state.oh.us/records/debarred-contractors/>)

**B2) CHECK FEDERAL SAM (System for Award Management) for
FEDERAL FUNDING (including sub-contractors), (if applicable)**
(<https://www.sam.gov/SAM/>)

**C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)**

**D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)**

STANDARD SPECIFICATIONS

1. The "Construction and Material Specifications" of the State of Ohio Department of Transportation (ODOT), 2023 edition, current ODOT supplemental specifications, and current ODOT standard drawings shall govern work and materials which are not specified or modified herein or on the project Contract Drawings. All references to "the Department" shall be changed to "the Owner or his Representative." The project Contract Drawings and Specifications, in the event of a discrepancy, shall supersede the ODOT Specifications.

The absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes, specifications, or other requirements does not relieve the Contractor of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes, specifications, or other requirements and the Contractor shall have no basis of claim based upon an "order of precedence".

ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

SPECIFIC PROJECT REQUIREMENTS

1- CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to George Stevens, P.E., who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at 440.530.2210.

2- WORKING HOURS

- 2.1 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.

3- PROJECT COMPLETION

- 3.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

DAVIS BACON FEDERAL WAGE REQUIREMENT

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this contract shall be paid the prevailing wage established by the U.S. Department of Labor under the Davis-Bacon and related Acts and the Contractor and any Subcontractor shall comply with all applicable provisions and requirements. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor and any individual or any Subcontractor and any individual.

"General Decision Number: OH20240001 01/26/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024

BROH0001-001 06/01/2022

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.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

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.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

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.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-002 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0007-005 06/01/2022		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0007-010 06/01/2017		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55

BROH0008-001 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55

BROH0009-002 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0014-002 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0016-002 06/01/2022		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0018-002 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0022-004 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0032-001 06/01/2022		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0035-002 06/01/2022		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0039-002 06/01/2022		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0040-003 06/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

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

Free standing stack work ground level to top of stack;

Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCKTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

BROH0046-002 06/01/2022

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.....	\$ 31.40	18.55

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

BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0052-003 06/01/2022

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2023

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.....	\$ 32.42	21.42
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 32.42	21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

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

CARP0248-008 07/01/2008

Rates Fringes

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

 CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

Rates Fringes

CARPENTER.....\$ 32.40 16.97

 CARP0372-002 05/01/2023

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

Rates Fringes

CARPENTER.....\$ 28.85 24.59

 CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

Rates Fringes

CARPENTER.....\$ 30.42 16.99

 * CARP0735-002 05/01/2023

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

Rates Fringes

CARPENTER.....\$ 31.62 21.63

 CARP1311-001 05/01/2017

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

Rates Fringes

Carpenter & Piledrivermen.....\$ 29.34 15.95
 Diver.....\$ 40.58 9.69

 CARP1393-002 07/01/2008

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

Rates Fringes

Piledrivermen & Diver's Tender...\$ 27.30 16.05

DIVERS - \$250.00 per day

 CARP1393-003 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

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

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

ELEC0008-002 05/23/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 12/04/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.17	22.82

ELEC0038-002 04/24/2023

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

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

FOOTNOTES;

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

ELEC0038-008 04/24/2023

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

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 29.80	13.80
Installer Technician.....	\$ 28.55	13.76

FOOTNOTES;

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

vacation for 2 or more years' service

ELEC0064-003 11/27/2023

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.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

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.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...\$	32.44	14.10
Municipal Power/Transit Projects.....\$	40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...\$	25.06	12.26

Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects....	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

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.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0082-002 12/05/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

* ELEC0082-006 11/28/2022

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0245-001 08/29/2022

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

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

ELEC0245-003 08/29/2022

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

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 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

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.

ELEC0246-001 10/31/2022

Rates Fringes

ELECTRICIAN.....\$ 40.50 84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/29/2023

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.....\$ 40.15 5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

Rates Fringes

CABLE SPLICER.....\$ 32.68 18.13
ELECTRICIAN.....\$ 37.15 28.48

ELEC0540-005 12/26/2022

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.....\$ 36.28 27.04

ELEC0573-003 06/05/2023

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.....\$ 38.70 21.07

ELEC0575-001 05/29/2023

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.....	\$ 36.50	21.76

ELEC0648-001 08/29/2022		

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

ELEC0673-004 05/29/2023		

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.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 37.55	23.58

ELEC0683-002 05/29/2023		

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.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

ELEC0688-003 05/30/2022		

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.....	\$ 32.30	21.83

ELEC0972-002 06/01/2023		

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

COUNITES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25

 ELEC1105-001 05/29/2023

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.....	\$ 36.45	24.22

 ENGI0018-003 05/01/2019

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect 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); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

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.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

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 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; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

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

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE		

PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

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

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

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

 IRON0017-002 05/01/2023

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.....	\$ 35.83	28.01

 IRON0017-010 05/01/2023

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.....	\$ 35.83	28.01

 IRON0044-001 06/01/2022

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.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

 IRON0044-002 06/01/2023

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.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

 IRON0055-003 07/01/2023

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.....	\$ 25.40	23.87
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20

 IRON0147-002 06/01/2023

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.....	\$ 33.00	25.59

IRON0172-002 06/01/2023		

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.....	\$ 34.07	22.55

IRON0207-004 06/01/2023		

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.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2023		

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.....	\$ 32.69	24.05

IRON0549-003 12/01/2022		

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.....	\$ 35.19	25.66

IRON0550-004 05/01/2023		

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.....	\$ 33.00	22.27

IRON0769-004 06/01/2023		

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

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34

IRON0787-003 12/01/2023		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.30	23.95

LAB00265-008 05/01/2023		

	Rates	Fringes
LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES GROUP 1.....	\$ 35.05	13.70

GROUP 2.....	\$ 35.22	13.70
GROUP 3.....	\$ 35.55	13.70
GROUP 4.....	\$ 36.00	13.70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 37.66	13.70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.28	13.70
GROUP 2.....	\$ 36.45	13.70
GROUP 3.....	\$ 36.78	13.70
GROUP 4.....	\$ 37.23	13.70
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.62	13.70
GROUP 2.....	\$ 34.79	13.70
GROUP 3.....	\$ 35.12	13.70
GROUP 4.....	\$ 35.57	13.70

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

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

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

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

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

PAIN0006-002 05/01/2023

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.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2023

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.....	\$ 28.59	20.04
GROUP 2.....	\$ 29.59	20.04
GROUP 3.....	\$ 29.59	20.04
GROUP 4.....	\$ 29.59	20.04
GROUP 5.....	\$ 29.59	20.04
GROUP 6.....	\$ 29.59	20.04
GROUP 7.....	\$ 29.59	20.04
GROUP 8.....	\$ 29.59	20.04
GROUP 9.....	\$ 29.59	20.04

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		

Bridge Equipment Tender and Containment Builder....\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....\$ 26.30	10.20
Brush & Roller.....\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....\$ 26.05	10.20
Spray.....\$ 25.80	10.20

PAIN0093-001 12/01/2022

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

Rates	Fringes
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PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 34.81	22.47
Power Generating Facilities.\$ 31.66	22.47

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates	Fringes
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PAINTER

GROUP 1 - Brush & Roller....\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 26.98	12.56
GROUP 4 - Steeplejack Work..\$ 27.18	12.56
GROUP 5 - Coal Tar.....\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....\$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....\$ 37.94	12.56

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates	Fringes
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PAINTER

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

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

PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.44	18.19
Power Generating Facilities.	\$ 32.29	18.19

PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4.....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

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

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 06/01/2023

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.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2023

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

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

PAIN1020-002 07/01/2023

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

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

PAIN1275-002 05/01/2023

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25
Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 05/01/2023

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95

PLAS0886-003 05/01/2023

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95

PLAS0886-004 05/01/2023

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

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95

PLUM0042-002 07/01/2023

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

Rates Fringes

Plumber, Pipefitter, Steamfitter.....\$ 37.62 25.47

PLUM0050-002 07/03/2023

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

Rates Fringes

Plumber, Pipefitter, Steamfitter.....\$ 47.15 24.21

PLUM0055-003 05/01/2023

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.....\$ 41.11 29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

Plumber and Steamfitter.....\$ 32.16 31.51

PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.03 23.09

PLUM0120-002 05/01/2023

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.....\$ 45.62 27.30

PLUM0162-002 06/01/2022

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

Rates Fringes

Plumber, Pipefitter,
 Steamfitter.....\$ 36.47 26.80

 PLUM0168-002 06/01/2023

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

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.95 34.97

 PLUM0189-002 06/01/2022

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

Rates Fringes

Plumber, Pipefitter,
 Steamfitter.....\$ 43.25 26.94

 PLUM0219-002 06/01/2023

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.....\$ 43.22 27.29

 PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.62 25.83

 PLUM0396-001 06/01/2023

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

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 37.10 28.51

 PLUM0495-002 06/01/2023

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

to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.23	35.40

PLUM0577-002 06/01/2023		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

PLUM0776-002 07/01/2023		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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.

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 National Office because National Office has 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"