

Project Manual

Contract Documents
and Specifications for:

Lake Medina Greenway

January 2025

Medina and Montville Townships
Medina County, Ohio

Medina County Park District
6364 Deerview Lane, Medina, Ohio, 44256
330-722-9364

Nathan D. Eppink, Director

Board of Park Commissioners:

Dennis B. Neate
Kathleen E. Davis
Jason C. Venner

LAKE MEDINA GREENWAY PROJECT TABLE OF CONTENTS

Section 1.0	Invitation to Bid
Section 2.0	Instruction to Bidders
	Attachment 1 Prevailing Wage Rates
	Attachment 2 Contract Agreement
Section 3.0	Technical Specifications
Section 4.0	Bid Documents
	Pages 1 through 3 Bid Form
	Page 4 Subcontractor List
	Page 5 Experience Statement
	Page 6 Non-Collusion Affidavit
	Page 7 Non-Discrimination Statement
	Page 8 Delinquent-Tax Affidavit
	Pages 9 and 10 Bid Guaranty and Performance

SECTION 1.0

INVITATION TO BID

INVITATION TO BID

Sealed bids will be received by the Medina County Park District, 6364 Deerview Lane, Medina, Ohio 44256 until **Friday, March 7, 2025 at 2 p.m.** local time and will be opened and read publicly immediately thereafter for the construction of:

Project Name: Lake Medina Greenway
Location: Medina and Montville Townships, Medina County
Description: Parking Lot Construction, Asphalt Trail Construction, Bridge Engineering and Construction, SWPPP Preparation and Permitting

This contract shall be let in accordance with the bidding documents (as defined in the instructions to bidders included therein) on file at the park district headquarters. Electronic copies of the bidding documents, including bid forms and specifications, can be obtained free of charge from the Medina County Park District website at www.medinacountyparks.com under the News tab. Downloaded forms may be used for submittal.

A pre-bid meeting will be held on Thursday, February 13, 2025 at 1 p.m. located at Medina County Park District headquarters, 6364 Deerview Lane, Medina, Ohio, 44256. All questions concerning the project should be directed to Park Planner John Kleshinski at jkleshinski@medinaco.org or 330-722-9364 between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday.

All bids must be accompanied by a bid guaranty in the form of either:

- 1 A certified check or cashier's check made payable to the Medina County Park District or a letter of credit meeting the requirements of Chapter 1305 of the Ohio Revised Code, in an amount equal to 10 percent of the bid amount conditioned to provide that if the bid is accepted, the bidder will enter into a proper contract for the work; or
- 2 A Bid Guaranty and Performance Bond, for the full amount of the bid, written upon an acceptable surety company authorized to do business in the State of Ohio, conditioned as provided in Section 153.571 of the Ohio Revised Code. A form of this bond is included in the Project Manual.

Bids must be submitted on forms provided by the park district and filed in a sealed envelope clearly marked, "Lake Medina Greenway" by the time and date set forth above.

The bid will be awarded to the lowest and/or best bidder. The Medina County Park District Board of Commissioners reserves the right to reject any and all bids.

Nathan D. Eppink, Director
Medina County Park District

Medina County Gazette
Date: **January 31, 2025 and February 7, 2025**

END OF INVITATION TO BID

SECTION 2.0

INSTRUCTIONS TO BIDDERS

January 2025

INSTRUCTIONS TO BIDDERS

1.0 Bidding Documents

- 1.1 Copies of the Contract Documents, including any Drawings and Specifications, may be obtained for bidding purposes upon the conditions set forth in the Invitation to Bid.
- 1.2 The bidder shall be responsible for advising any suppliers, subcontractors, or sub-subcontractors of any alternates or changes to the Drawings and Specifications that may be issued as Addenda, and the Board assumes no responsibility for any bidder’s failure to do so. The Board assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- 1.3 Bids shall be addressed to the Board of Commissioners, Medina County Park District, 6364 Deerview Lane, Medina, OH 44256.
- 1.4 Bids shall be enclosed in a sealed envelope marked “Lake Medina Greenway,” and shall bear the name of the bidder. The bid shall be opened at the time and place mentioned in the “Invitation to Bid.”
- 1.5 No bidder may withdraw his bid for a period of sixty (60) days after the date of bid opening, except as provided in Section 9.31 or Division (G) of Section 153.54 of the Ohio Revised Code. If it is not accepted within such period, such bid may be withdrawn without prejudice.
- 1.6 This proposed bid contains the documents listed below in the following order:

Section 1.0	Invitation to Bid	
Section 2.0	Instructions to Bidders	
	Attachment 1	Prevailing Wage Rates
	Attachment 2	Contract Agreement
Section 3.0	Technical Specifications	
Section 4.0	Bid Documents	
	Pages 1 through 3	Bid Form
	Page 4	Subcontractor List
	Page 5	Experience Statement

Instructions to Bidders

Page 6	Non-Collusion Affidavit
Page 7	Non-Discrimination Statement
Page 8	Delinquent-tax Affidavit
Page 9 through 10	Bid Guaranty and Performance Bond

Index to Drawings

Sheet 1	Title Sheet, Vicinity Map, Drawing Index
Sheet 2-3	Typical Sections
Sheet 4	General Notes
Sheet 5	Maintenance of Traffic/General Summary
Sheet 6	Project Site Plan
Sheet 7	Plan & Profile – Parking Lot
Sheet 8-9	Cross Sections – Parking Lot
Sheet 10-18	Plan & Profile - Path
Sheet 19-49	Cross Sections – Path
Sheet 50	Intersection/Curb Ramp Details
Sheet 51-52	Structural Details

2.0 General Requirements

- 2.1 Bidders must bid on all parts of the work and on all alternates described in the Contract Documents. Bidders may bid on any combination of contracts to be let in connection with the Project provided that the bidder must be engaged in the type of work for which the bid is submitted.
- 2.2 The successful bidder shall submit properly executed statements on the enclosed Bid Documents of this project manual.
- 2.3 The successful bidder must arrange a pre-construction meeting at the work site at least seven (7) days prior to start of work.

3.0 Bid Guarantee/Performance Bond

- 3.1 Each Bidder will be required to file with the bid, a bid guarantee in the form of either: (1) a Bid/Performance Bond in the amount of one-hundred percent (100%) of the amount bid; or (2) a certified check, cashier's check, or letter of credit in an amount equal to 10 percent (10%) of the amount bid, conditioned that the bidder shall, if his bid is accepted, execute a contract in conformity with the bid, plans, details, specifications, and bills of material. A letter of credit shall be revocable only at the option of the park district.

Instructions to Bidders

- 3.2 All bid guarantees shall be made payable to the order of the BOARD OF COMMISSIONERS OF THE MEDINA COUNTY PARK DISTRICT, MEDINA, OHIO. Should any bid be rejected, the bid guarantee will be returned immediately upon the awarding of the contract, or the decision to reject all bids.
- 3.3 If a 10 percent (10%) bid guarantee is used, the successful bidder will be required to submit a one-hundred percent (100%) performance bond, on a form to be provided by the park district, within ten (10) days of written notice of acceptance of his bid.
- 3.4 If, for any reason, other than as authorized by Section 9.31 of the Ohio Revised Code or Division (G) of Section 153.54, the bidder to whom the contract shall have been awarded shall refuse or neglect within ten (10) days after due notice that the contract has been awarded to them to execute the same and furnish security in the amount required, the bidder, or its surety, shall be liable to the park district for the difference between the bid, and that of the next lowest bidder, or a penal sum not to exceed 10 percent (10%) of the grand total bid, whichever is less. Or, if the park district rebids the project, a sum not to exceed 10 percent (10%) of the grand total bid, or the costs in connection with the re-submission of printing new contract documents, required advertising and printing, and mailing notices to top prospective bidders, whichever is less.
- 3.5 Copies of the bid and bid guarantee shall be endorsed with the name of the bidder, and filed in the same envelope. Bonds or letters of credit must also be endorsed by the surety or sureties. Names of endorsers shall also be typed immediately below the signatures.
- 3.6 The Medina County Park District Board of Commissioners shall determine the sufficiency of all securities. All bonds filed pursuant to this bid offer shall be issued by a surety company authorized to conduct business in this state as surety and be approved by the Medina County Park District Board of Commissioners.

4.0 Examination of Drawings, Specifications, and Work Site

- 4.1 Prior to submitting its bid, each bidder shall carefully examine the Drawings, Specifications, and all other Contract Documents as well as visit the site of the work to fully apprise themselves of all conditions and limitations under which the work will be performed. The bid shall reflect the costs of all items necessary to perform the work. No allowances will be made to any bidder because of a lack of examination of the Contract Documents or inspections of the work site, and upon submission of the bid, the bidder shall be deemed to have made such examination and inspection.

5.0 Disclosures

- 5.1 The bidder shall submit in writing the names of any subcontractors and sub-subcontractors proposed to be used for any part of the work.
- 5.2 Bidders shall establish, to the satisfaction of the Board, the reliability and capability of any proposed subcontractor, sub-subcontractor, or supplier.
- 5.3 Persons or entities proposed by bidders to be subcontractors, sub-subcontractors, or suppliers must perform the work for which they were initially proposed and shall not be removed or replaced without prior written consent of the Board.

6.0 Working Hours

- 6.1 Bids shall be based on the assumption that the work will be performed on an eight (8) or ten (10) hour day, five (5) days a week basis. Any overtime expenses necessary to meet the construction schedule shall be borne by the Contractor.

7.0 Liability

- 7.1 The Contractor shall provide liability insurance while work is in progress and during the time the contract is in effect. The amount of coverage shall be a minimum of ONE MILLION DOLLARS (\$1,000,000) property damage and ONE MILLION DOLLARS (\$1,000,000) bodily injury. The Contractor shall be liable for all amounts including that in excess of the insurance, if any, and the Contractor shall agree to hold the park district harmless from all claims of damage resulting from the work undertaken. A Certificate of Liability Insurance must be submitted to the award of the contract. Said Certificate of Liability Insurance shall name the Medina County Park District as additional insureds.

8.0 Precautions

- 8.1 These instructions must be adhered to, and failure to strictly observe them shall constitute a sufficient cause for the rejection of a bid.
- 8.2 Bidders should take the following precautions in preparing their bid:
 - a. Sign and fill out the proposal completely. Only bid documents filled out with permanent marking instruments, i.e., pen and typewriter, will be considered in awarding the contract. Bid document totals and signatures completed with pencil will not be read or accepted.
 - b. Make sure the bid guarantee is properly executed and signed.

Instructions to Bidders

- c. Where a guaranteed bond is utilized, make sure it is properly executed and signed by both the surety and the bidder, with the names of the parties signing typed immediately below their signatures; affix any corporate seal.
- d. Make sure that the agent of the surety bonding company can furnish on demand:
 1. credentials showing his power of attorney
 2. certificate showing the legal right of the company to conduct business in the State of Ohio

9.0 Interpretations of Bidding Documents

- 9.1 Each Bidder shall promptly notify the park district of any ambiguity, inconsistency, or error which he may discover upon examination of the bidding documents or of the site and local conditions. Bidders requiring clarification or interpretation of the bidding documents shall make a written request to the park district, addressed so as to reach it at least seven (7) days prior to the date for receipt of bids.

10.0 Personal Property Taxes

- 10.1 Medina County Park District, prior to entering into a formal contract with the successful bidder, will receive a signed affidavit from the contractor stating his personal property tax liability to Medina County. This form will be furnished by the park district to the contractor.

11.0 Prevailing Wage

- 11.1 The Contractor and any Subcontractor shall comply with the requirements of Chapter 4115 of the Ohio Revised Code. Failure by the Contractor to so comply will be deemed by the Board to be a breach of contract. Copies of the schedule of the wage rates applicable under said chapter will be furnished to the Contractor by the Board upon request if such schedule is not included in any Project Manual. The Contractor and any Subcontractor must submit, before beginning performance under this Agreement, a schedule of the dates upon which wage payments are to be made, and for each such date thereafter, a copy of his or its complete payroll for that date exhibiting for each employee his name, current address, Social Security Number, number of hours worked per day and for the week, his hourly rate of pay, job classification, fringe benefits, and deductions from wages. The Contractor and any Subcontractor must file with the Board upon completion of the Work and prior to final payment therefore an affidavit stating he has complied with Chapter 4115 of the Ohio Revised Code. This Paragraph 11.1 shall apply only if the contract sum under this agreement exceeds \$29,653.

12.0 Discrimination

- 12.1 Any bidder awarded the Contract shall comply with the Article 20 of the Board-Contractor Agreement.

13.0 Indemnity

- 13.1 The Contractor shall assume sole responsibility for and shall hold harmless the Medina County Park District, its officers, directors, agents, and employees from and against any and all loss, cost, damage and liability for or on account of any and all injury, death, or damages received for sustained or alleged to be received or sustained by any person or persons whomsoever, and for or on account of any damage or alleged damage to any property of any person or persons whomsoever arising or claimed to arise in connection with the performance by the Contractor or any undertakings hereunder, or by reason of any act or omission by or on the part of the Contractor or any subcontractor, or their agents or employees, or by reasons of the condition or their agents or employees, or by reasons of the condition of the premises or in consequence of any negligence in maintaining or safeguarding the same.
- 13.2 The Contractor shall further assume sole responsibility for and indemnify and hold harmless the Medina County Park District, its officers, directors, agents, and employees from and against any and all loss, cost, damage, and liability, whether provided by statute or otherwise, for or on account of or arising out of, directly or indirectly, any and all injuries to, diseases incurred by, or death of any employee of the Contractor or any subcontractor while engaged in or about any work or service hereunder or while in, on or near the Site or while in or near any premises of the Medina County Park District, however and by whatever cause such injuries or death may arise or be caused, whether by the negligence of the Medina County Park District or the condition of any of the premises of the Medina County Park District otherwise.

14.0 Final Inspection for Acceptance at Completion

- 14.1 A final inspection for acceptance will be made by the park district within seven days of notification from the Contractor that all corrections have been made and that, in the contractor's opinion, the work is complete. If the park district determines that the work is complete and acceptable, notification of the date of acceptance will be sent to the Contractor.

15.0 Guarantees

- 15.1 New construction shall be guaranteed by the Contractor for one year from the date of acceptance. The repairs or replacements of faulty construction shall conform to standards as outlined in these specifications and the drawings, without additional charge to the Medina County Park District. Repaired and/or replaced construction will then be guaranteed for one year from the date of execution of repairs and/or replacements.

16.0 Process and Completion of Work

- 16.1 Following the execution of the Contract by the Medina County Park District, the Contractor shall begin work within 14 days, unless otherwise notified in writing, and shall proceed regularly and without interruption, weather permitting, so as to complete the work within the time stated in the contract.
- 16.2 All work and materials condemned by the park district as failing to comply with the Contract Documents shall be promptly removed, replaced, and/or re-executed by the Contractor to bring it into compliance with the requirements. This shall be done at the expense of the Contractor without cost to the Medina County Park District and shall include making good all work of other contractors destroyed or damaged by such removal or replacement.
- 16.3 Before final payment is made, the Contractor shall furnish the Medina County Park District with a full release of liens signed by all subcontractors and material men associated in any way with the work.

17.0 Protection

- 17.1 The Contractor shall exercise care to protect from damage existing work, existing site improvements, existing vegetation and all work performed. Any damage caused by the execution of the work by Contractor or of any of his subcontractors shall be replaced or repaired to the satisfaction of the Medina County Park District at no additional cost to the Medina County Park District.

18.0 Payment

- 18.1 The Contract Sum is stated in the Agreement between the Medina County Park District and the Contractor and is the total amount payable by the Medina County Park District to the Contractor for the performance of work under Contract Documents.

Instructions to Bidders

- 18.2 Payment in full will be made at the end of all operations and when the park district finds that the work is complete and acceptable under the terms of the contract and these specifications.
- 18.3 Actual payment up to said maximum will be calculated upon the Unit Price Bid times the quantities of materials either ticketed or authorized and accepted by the park district to complete each Item.
- 18.4 Payment of the amounts for each Item shall include costs of materials, testing, machinery, fuel, labor, and any other incidentals.

19.0 As-Built Drawings

- 19.1 The contractor shall keep an accurate record of all changes and deviations to the drawings to show actual installation where installation varies from work as originally shown, including the exact location and depth of underground utilities.
- 19.2 The contractor shall prepare an as-built survey as required by any and all permits obtained for the project.

20.0 Estimate of Cost

- 20.1 Engineer's Construction Estimate: Base Bid – \$1,117,495.85

*** END INSTRUCTIONS TO BIDDERS ***

ATTACHMENT 1

PREVAILING WAGE RATES



- ▶ [forms](#)
- ▶ [contacts](#)
- ▶ [about LAWS](#)
- ▶ [search](#)

Ohio Department of Commerce Bureau of Wage & Hour Administration

[Consumers](#)

[Business](#)

[License/Permit Holders & Applicants](#)

[Other Government Agencies](#)

Submitting Union Contract Information

The Ohio Department of Commerce, Bureau of Wage & Hour, will no longer take union contract information for the establishment of prevailing wage rates via the web. The majority of information from the unions submitted in this manner was not supported with an associated mailing of the actual union contract and an affidavit as required. The Bureau will continue to make every effort to post up to date wage rates as efficiently as possible. In order to do so, those submitting information to the Bureau on behalf of the unions must:

- 1) submit contract information in a timely manner via fax, regular US Mail, or other non-electronic method
- 2) contract information submitted must be the actual signed union contract

Please send the appropriate information to:

Bureau of Wage & Hour
Attn: Kathy Peck
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009

[commerce home](#) / [forms](#) / [contacts](#) / [press room](#) / [feedback](#) / [privacy policy](#)

STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	Medina County Park District	Date: 01/03/2025 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:	Planning	
Street Address:	6364 Deerview Lane	
Address 2:		ODOC Date Stamp
City, OH	Medina	
ZIP:	44256-8008	
Email:	jkleshinski@medinaco.org It is required that you list your e-mail address here.	
County of Public Authority:	MEDINA ▾	
P.A. Phone:	3307229364	

Project Information

Project Name:	Lake Medina Greenway	ODOC Date Stamp (Bid Tab)
Site Address:	Primarily Parcel: 030-11B-12-028	
City, OH	Montville Township	
ZIP:	44256	
County of Project:	MEDINA ▾	
Prevailing Wage Coordinator Name	John Kleshinski	
Address:	6364 Deerview Lane	
City,	Medina	
ZIP:	44256	
Phone:	330-722-9364	
Issuing Authority of Bonds:	none	
Estimated Total Overall Project Cost:	1,117,495.85	

Type of Financing:	Public Funds, Grants
Type of Construction:	<input checked="" type="radio"/> New Construction <input type="radio"/> Old Construction
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial
Expected Date of Contract Award:	2/6/2025 example 05/31/98
Projected Completion Date:	2/2/2026 example 05/31/98
Project Comments:	 (optional)

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Submit

Please contact our [Webmaster](#) with questions or comments.

Prevailing Wage Determination Cover Letter

County:

MEDINA ▼

Determination Date: 01/03/2025

Expiration Date: 04/03/2025

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

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

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

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

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

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

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

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

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

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

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

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

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

wh1500



PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

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

“New” construction threshold for <i>Building Construction</i>:	\$250,000
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000
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As of January 1, 2024:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$98,974
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“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$29,653
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

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



PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

General Information

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

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

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

Penalties for violation

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

Intentional Violations

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

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



Responsibilities

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



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

Many of our staff are teleworking to stop community spread of the coronavirus (COVID-19). Our office will also not be accepting walk-in customers. The Division is still operational, and customers will still be able to drop off plans, applications and other documents, but we ask that you first work through our web portal, where you can also submit payments. There are no convenience fees for online payment. Please call us at 614-644-2223 or email us at IC@com.state.oh.us with any questions. Thanks for your patience.

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

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

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CONTACT US

Division of Industrial Compliance & Labor
6606 Tussing Road
Reynoldsburg, OH 43068

Phone 614.644.2223
Fax 614.644.2618
Email IC@com.state.oh.us

Webmaster
Contact the Webmaster for Questions
or Comments on the Website:
webmaster@com.state.oh.us

CONNECT WITH US



LOOKUP SERVICES

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Case Lookup
Elevator Database Lookup

RESOURCES

Federal Wage and Hour
U.S. Consumer Product Safety
Commission
National Electric, Fire Alarm and Sprinkler
Codes
Minor Labor Law Poster
2017 Minimum Wage Poster
2018 Minimum Wage Poster

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Maxfield
Superintendent Geoff Eaton



Affidavit of Compliance

Prevailing Wages

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

do hereby certify that the wages paid to all employees of

_____ (Company Name)

for all hours worked on the

_____ (Project name and location)

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

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

_____ (Signature of Officer or Agent)

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

_____ (Notary Public)

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

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:			Date:
Employee's Signature:			Date:

Certified Payroll Report

Report for: Check if Subcontractor¹⁾ Contract No: _____ Payroll No: _____
 Company:¹⁾ _____ If Sub, GC/Prime Contractor Name: _____
 Address: _____ Project Name & Location: _____ Week Ending: _____
 City, State, Zip _____ Public Authority (Owner): _____
 Phone No: _____ Sheet:²⁾ _____ of _____

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class ³⁾	3. Prevailing Wage Project Hours Worked - Day & Date							4. Total Hours	5. Base Rate	6. Project Gross	7. Fringes: <input type="checkbox"/> Cash <input type="checkbox"/> Approved Plans <input type="checkbox"/> Cash & Approved Plans						Weekly Payroll Amount				
		Fringe Rate Your Company Pays Per Hour														8. Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs			
		H&W	Pens	Vac	Hol	Other	Total															
		OT																				
		ST																				
		OT																				
		ST																				
		OT																				
		ST																				
		OT																				
		ST																				

1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title _____ Signature _____ Date _____



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Classification = All, County = MEDINA, Union = All

County	Classification	Effective	Posted	Union
MEDINA	Asbestos Worker	7/24/2024	7/24/2024	Asbestos Local 207
MEDINA	Asbestos Worker	10/4/2023	10/4/2023	Asbestos Local 3 Heat & Frost Insulators
MEDINA	Asbestos Worker	7/17/2024	7/17/2024	Asbestos Local 84 Heat & Frost Insulators
MEDINA	Boilermaker	6/5/2024	6/5/2024	Boilermaker Local 744
MEDINA	Bricklayer	6/5/2024	6/5/2024	Bricklayer Local 23 Heavy Hwy (A)
MEDINA	Bricklayer	6/5/2024	6/5/2024	Bricklayer Local 23 Heavy Hwy (B)
MEDINA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Marble Finisher)
MEDINA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Marble Mason)
MEDINA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Terrazzo Finisher)
MEDINA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)
MEDINA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)
MEDINA	Bricklayer	5/1/2024	5/1/2024	Bricklayer Local 23 (Cleveland)
MEDINA	Carpenter	8/7/2024	8/7/2024	Carpenter Commercial Zone NEO 1B
MEDINA	Carpenter	8/7/2024	8/7/2024	Carpenter Floorlayer Zone NEO 1B
MEDINA	Carpenter	8/7/2024	8/7/2024	Carpenter Hev Hwy Zone NHH C1-C
MEDINA	Carpenter	8/21/2024	8/21/2024	Carpenter Insulation Zone NEO 1B
MEDINA	Carpenter	8/7/2024	8/7/2024	Carpenter Millwright NE Zone M1-A
MEDINA	Carpenter	8/7/2024	8/7/2024	Carpenter Pile Driver Hev Hwy Zone NHH P2-B
MEDINA	Cement Mason	5/1/2024	5/1/2024	Cement Mason Statewide HevHwy
MEDINA	Cement	6/1/2022	6/1/2022	Cement Mason & Plasterer Local 109
MEDINA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 High Tension Pipe Type Cable
MEDINA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Outside Utility Power
MEDINA	Lineman	2/7/2024	2/7/2024	Electrical Local 71 Outside (North Central Ohio)
MEDINA	Lineman	1/6/2025	12/31/2024	Electrical Local 71 Underground Residential Distribution
MEDINA	Voice Data Video	3/6/2024	3/6/2024	Electrical Local 71 Voice Data Video Outside
MEDINA	Elevator	1/24/2024	1/24/2024	Elevator Local 45
MEDINA	Glazier	5/24/2023	5/24/2023	Glazier Local 1162
MEDINA	Ironworker	12/24/2020	12/24/2020	Ironworker Local 17
MEDINA	Laborer Group 1	5/1/2024	5/1/2024	Labor HevHwy 2
MEDINA	Laborer	7/3/2024	7/3/2024	Labor Local 894 Building
MEDINA	Operating Engineer	6/5/2024	6/5/2024	Operating Engineers - Building Local 18 - Zone I (A)
MEDINA	Operating Engineer	6/5/2024	6/5/2024	Operating Engineers - HevHwy Zone I
MEDINA	Painter	6/10/2015	6/10/2015	Painter Local 639
MEDINA	Painter	7/5/2023	7/5/2023	Painter Local 639 Zone 1 Sign
MEDINA	Painter	6/1/2024	5/29/2024	Painter Local 841
MEDINA	Painter	6/1/2024	5/29/2024	Painter Local 841 Bridge Painter
MEDINA	Drywall Finisher	6/1/2024	5/29/2024	Painter Local 841 (Finisher/Taper)
MEDINA	Roofer	6/5/2024	6/5/2024	Roofer Local 88
MEDINA	Sheet Metal Worker	8/1/2024	7/31/2024	Sheet Metal Local 33 Industrial Door
MEDINA	Sheet Metal Worker	6/1/2024	5/29/2024	Sheet Metal Local 33 (Akron)
MEDINA	Sprinkler Fitter	1/1/2025	12/31/2024	Sprinkler Fitter Local 669
MEDINA	Truck Driver	5/1/2024	5/1/2024	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
MEDINA	Truck Driver	5/1/2024	5/1/2024	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
MEDINA	Truck Driver	5/1/2024	5/1/2024	Truck Driver Bldg & HevHwy Class 3 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
MEDINA	Electrical	6/5/2024	6/5/2024	Electrical Local 129 Inside
MEDINA	Electrical	3/6/2024	3/6/2024	Electrical Local 129 Inside Lt Commercial Northern
MEDINA	Electrical	10/30/2024	10/30/2024	Electrical Local 129 Lightning Protection
MEDINA	Voice Data Video	4/12/2023	4/12/2023	Electrical Local 129 Voice Data Video
MEDINA	Electrical	6/12/2024	6/12/2024	Electrical Local 306 Inside
MEDINA	Electrical	6/12/2024	6/12/2024	Electrical Local 306 Inside Lt Commercial Northern
MEDINA	Voice Data Video	8/30/2023	8/30/2023	Electrical Local 306 Lightning Rod
MEDINA	Voice Data Video	1/17/2024	1/17/2024	Electrical Local 306 Voice Data Video
MEDINA	Glazier	5/8/2024	5/8/2024	Glazier Local 181
MEDINA	Ironworker	5/1/2024	5/1/2024	Ironworker Local 550
MEDINA	Ironworker	7/1/2017	6/28/2017	Ironworker Local 550 Glass & Curtain Wall
MEDINA	Pipefitter	5/8/2024	5/8/2024	Pipefitter Local 120
MEDINA	Pipefitter	5/8/2024	5/8/2024	Pipefitter Local 120 Mechanical Equipment

MEDINA	Plumber	5/29/2024	5/29/2024	Plumber Local 55
MEDINA	Plumbers	6/5/2024	6/5/2024	Plumber Pipefitter Local 219

[Back to home](#)

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2024ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.84		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Percent											
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA,

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2024ibBldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$32.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Percent											
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON,

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 3
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCN01-2024ibBldgHevHwy3

Craft : Truck Driver Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$33.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Percent											
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN,

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2024ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$34.74		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
Apprentice	Percent											
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.84	\$56.00
2nd Year	80.00	\$27.79	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$0.00	\$53.52	\$70.02

Special Calculation Note : Other \$0.07 is for International Training Fund

4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

WERT, VINTON, WARREN, WASHINGTON,
WAYNE, WILLIAMS, WOOD*, WYANDOT

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

Details :

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 2

Change # : LCN01-2024ibLaborHevHwy2

Craft : Laborer Group 1 Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$35.95		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.55	\$68.53
Group 2	\$36.12		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.72	\$68.78
Group 3	\$36.45		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.05	\$69.28
Group 4	\$36.90		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.50	\$69.95
Watch Person	\$28.25		\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98
Apprentice	Percent											
0-1000 hrs	60.00	\$21.57	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$36.17	\$46.96
1001-2000 hrs	70.02	\$25.17	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$39.77	\$52.36
2001-3000 hrs	80.00	\$28.76	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.36	\$57.74
3001-4000 hrs	90.00	\$32.36	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.96	\$63.13
More Than 4000 hrs	100.00	\$35.95	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.55	\$68.53

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

Ratio :

1 Journeymen to 1 Apprentice
 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Guniting Nozzle Person

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone I (A)

Change # : LCN01-2024ibLoc18

Craft : Operating Engineer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Group A	\$46.71		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.31	\$86.67
Operator Group B	\$46.56		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.16	\$86.44
Operator Group C	\$45.11		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.71	\$84.26
Operator Group D	\$44.33		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.93	\$83.10
Operator Group E	\$44.01		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.61	\$82.62
Operator Group F	\$36.93		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.53	\$72.00
Master Mechanic	\$47.71		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.31	\$88.17
Crane 200'-299'	\$47.71		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.31	\$88.17
Crane 300' and over	\$48.21		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.81	\$88.92
Mobile Concrete Pumps 200'-299'	\$47.71		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.31	\$88.17
Mobile Concrete Pumps 300' and over	\$48.21		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.81	\$88.92
Apprentice	Percent											
1st Year	59.81	\$27.94	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.54	\$58.51
2nd Year	69.77	\$32.59	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$49.19	\$65.48
3rd Year	79.74	\$37.25	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.85	\$72.47
4th Year	89.70	\$41.90	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.50	\$79.45

Special Calculation Note : Other & Misc is Education & Safety and National Training Fund.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

For every (3) Operating Engineer Journeymen ASHTABULA, CUYAHOGA, ERIE, GEAUGA, employed by the company, there may be employed (1) HURON, LAKE, LORAIN, MEDINA Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes- compact: Track or rubber over 4000lbs. capacity; Cranes- self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Maintenance Operators and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment Operator/ Mechanic; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus \$4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture's weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Guniting Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture's weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200'-299' - Boom & Jib 200' feet and over

Crane 300' and Over - Boom & Jib 300' and over

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2024ibLoc18hevhwyl

Craft : Operating Engineer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class A	\$45.63		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.23	\$85.05
Operator Class B	\$45.53		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.13	\$84.90
Operator Class C	\$44.49		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.09	\$83.34
Operator Class D	\$43.27		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.87	\$81.51
Operator Class E	\$37.98		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.58	\$73.57
Master Mechanic	\$46.63		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.23	\$86.55
Crane and Mobile Concrete Pump 150' - 179'	\$46.13		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.73	\$85.80
Crane and Mobile Concrete Pump 180' - 249'	\$46.63		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.23	\$86.55
Crane and Mobile Concrete Pump 250' and Over	\$46.88		\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.48	\$86.92
Apprentice	Percent											
1st Year	50.00	\$22.82	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.42	\$50.82
2nd Year	60.00	\$27.38	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.98	\$57.67
3rd Year	70.00	\$31.94	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.54	\$64.51
4th Year	80.00	\$36.50	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.10	\$71.36
Field Mech Trainee												
1st year	50.00	\$22.82	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.42	\$50.82
2nd year	60.00	\$27.38	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$43.98	\$57.67
3rd year	70.00	\$31.94	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.54	\$64.51

4th year	80.00	\$36.50	\$9.26	\$6.25	\$0.90	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.10	\$71.36
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Special Calculation Note : Other: Education & Safety Fund

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/ Excavator (when a second person is needed, the rate of pay will be “Class E”); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps

(4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

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

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet

Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet

Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland)

Change # : LCN01-2024ibLoc23Clev

Craft : Bricklayer Effective Date : 05/01/2024 Last Posted : 05/01/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$38.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.82	\$78.91
Stone Mason	\$38.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.82	\$78.91
Pointer Caulker Cleaner	\$38.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.82	\$78.91
Marble Mason	\$38.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.82	\$78.91
Terrazzo Worker	\$38.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.82	\$78.91
Cement Mason	\$38.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.82	\$78.91
Sandblaster	\$38.43		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.07	\$79.29
Sewer Stack	\$38.68		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.32	\$79.66
Swing Scaffold	\$39.18		\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.82	\$80.41
Masonry Maintenance Specialist	\$19.09		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.09	\$28.63
Apprentice	Percent											
1st 6 Months	60.00	\$22.91	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.31	\$45.76
2nd 6 Months	65.00	\$24.82	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.46	\$58.87
3rd 6 Months	70.00	\$26.73	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$61.73
4th 6 Months	75.00	\$28.63	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.28	\$64.59
5th 6 Months	80.00	\$30.54	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.18	\$67.46
6th 6 Months	85.00	\$32.45	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.09	\$70.32
7th 6 Months	90.00	\$34.36	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$73.18
8th 6 Months	95.00	\$36.27	\$11.40	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.91	\$76.05
TRAINEES 1st 90 Days	45.00	\$17.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.18	\$25.77
1st Year AFTER 90 Days	45.00	\$17.18	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.58	\$37.17

2nd Year	50.00	\$19.09	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.49	\$40.03
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Special Calculation Note :

Ratio :

- 1-2 Journeyman to 1 Apprentice 1 Trainee
- 3-4 Journeyman to 2 Apprentices 1 Trainee
- 5-6 Journeyman to 2 Apprentices 2 Trainees
- 6-10 Journeyman to 3 Apprentices 2 Trainees

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note : Apprentice must be hired prior to hiring Mason Trainees

Details :

Masonry Maintenance Specialist * * - in partnership with a local education organization employer may employ School to Work students providing said employee is a full time student and that no conflicts exist with any Federal or State Laws. Employer must be party to an apprenticeship program duly registered with the DOL and Ohio State Apprenticeship Compliance (OSAC). Wages for Masonry Maintenance Specialist shall be fifty-five percent (55%) of the journeyman base rate with no fringe benefits.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Change # : LCN01-2024ibLoc23HevHwyA

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.14
Apprentice	Percent											
1st year	70.00	\$23.37	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	80.00	\$26.71	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	90.00	\$30.05	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 3 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

WERT, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Change # : LCN01-2024ibLoc23HevHwyB

Craft : Bricklayer Effective Date : 06/05/2024 Last Posted : 06/05/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
Apprentice	Percent											
1st year	70.00	\$24.07	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	80.00	\$27.51	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	90.00	\$30.95	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 2 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

TRUMBULL, TUSCARAWAS, UNION, VAN
WERT, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 894 Building

Change # : LCN01-2024ibLoc894

Craft : Laborer Effective Date : 07/03/2024 Last Posted : 07/03/2024

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$35.87		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.92	\$67.85
Laborer Group 2	\$36.02		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$50.07	\$68.08
Laborer Group 3	\$36.07		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$50.12	\$68.15
Laborer Group 4	\$37.37		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$51.42	\$70.10
Laborer Group 5	\$30.90		\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.95	\$60.40
Apprentice	Percent											
1st 1-1000 hrs	60.00	\$21.52	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$35.57	\$46.33
2nd 1000-2000 hrs	70.00	\$25.11	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$39.16	\$51.71
3rd 2000-3000 hrs	80.00	\$28.70	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$42.75	\$57.09
4th 3000-4000 hrs	90.00	\$32.28	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$46.33	\$62.47
More than 4000 hrs	100.00	\$35.87	\$8.40	\$4.15	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.92	\$67.85

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

Ratio :

1 Apprentice to 1 Journeymen
1 Apprentice to 4 Journeymen

Jurisdiction (* denotes special jurisdictional note):

MEDINA, PORTAGE, SUMMIT

Special Jurisdictional Note :

Details :

Group 1

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

Group 2

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

Group 3

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

Group 4

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

Group 5

Watchman

Hazardous Waste Removal and Lead Abatement:

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

Level A

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

Level B

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

Level C

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

Level D

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

ATTACHMENT 2

CONTRACT AGREEMENT

BOARD-CONTRACTOR AGREEMENT

Lake Medina Greenway

THIS AGREEMENT (the "Agreement") is made this ___ day of _____ between the
(Day) (Month/Year)
BOARD OF PARK COMMISSIONERS OF THE MEDINA COUNTY PARK DISTRICT, 6364
Deerview Lane, Medina, Ohio 44256 (the "Board"), [CONTRACTOR], [ADDRESS] (the
"Contractor").

ARTICLE 1

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the Instructions to Bidders, if any, the bid of the Contractor, the Contractor's bid guarantee in the form of a bid guaranty and performance bond in the amount of the Contractor's bid, this Agreement, and all schedules and exhibits attached hereto, the Drawings, if any, listed on Schedule A hereto by issue date and revision date, the Specifications (both general and technical) contained in the Project Manual, if any, and any Addenda issued prior to the execution of this Agreement, and modifications issued after execution of this Agreement (such as Change Orders and Field Orders for minor changes in the Work). In the event of any inconsistency between this Agreement and any of the other Contract Documents, the provisions of this Agreement shall control. The intent of the Contract Documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the work and terms and conditions of payment therefor. All of the Contract Documents form the total Contract, and all are as fully a part of the Contract as if attached hereto or repeated herein.
- 1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Board and any Subcontractor or Sub-subcontractor or Materialman.
- 1.3 By executing this Agreement, the Contractor represents that it has visited the site and carefully examined the site including the surface conditions thereof and all structures and obstructions thereon and is satisfied with same.
- 1.4 All Drawings, Specifications, and other Contract Documents are and shall remain the property of the Board, and the Board shall retain all common law, statutory, and other reserved rights with respect thereto. They shall not be used on any other project without the prior written consent of the Board, and Contractor shall take such action as may be necessary to prevent their use on any other project or for additions to the Project outside the scope of the Work by any Subcontractor, Sub-subcontractor, Materialman, or Supplier.
- 1.5 Contractor represents that the Subcontractors, Manufacturers, and Suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligation.

BOARD – CONTRACTOR AGREEMENT
PAGE 2

ARTICLE 2
DEFINITIONS

- 2.1 A Field Order is a written order issued by the Board to the Contractor effecting minor interpretations of the Contract Documents or minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time.
- 2.2 Drawings are documents showing in graphic or pictorial form, the design, location, and dimension of the elements of the Work.
- 2.3 Specifications are written descriptions of a technical nature of materials, equipment construction system, standards, and workmanship.
- 2.4 Project Manual is the manual containing any bidding documents, specifications, and certain other Contract Documents.
- 2.5 Addenda are written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Agreement is executed.
- 2.6 Samples are physical examples furnished by the Contractor for the Board's review and approval which illustrate materials, equipment, or workmanship and that establish standards by that the Work will be judged.
- 2.7 Product Data is information furnished by the Contractor for the Board's review and approval regarding materials or products to be used in the Work and that establish standards by which the Work will be judged.
- 2.8 The Work comprises the completed structures, products, or services, or any combination thereof, required by the Contract Documents and includes all labor necessary to produce such structures, products, or services, and all materials and equipment incorporated or to be incorporated in such structures, products, or services.
- 2.9 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. A Sub-subcontractor is a person or entity who has a direct contract with any Subcontractor to perform any of the Work at the site.
- 2.10 An Application for Payment is the Contractor's written request for payment of amount due for completed portions of the Work and, if provided herein, for materials delivered and suitably stored pending their incorporation into the Work.

BOARD – CONTRACTOR AGREEMENT

PAGE 3

- 2.11 Instructions to Bidders are instructions contained in the bidding requirements for preparing and submitting bids for the Work.
- 2.12 A Change Order is a written instrument prepared by the Contractor and signed by the Board stating their agreement upon all of the following:
1. A change in the Work
 2. The amount of the adjustment in the Contract Sum
 3. The extent of the adjustment in the Contract Time
- 2.13 The Project is the name of the Contract described in Article 3.
- 2.14 A Supplier and/or Materialman is a person or entity who furnishes materials or equipment for the Work.

ARTICLE 3 THE WORK

- 3.1 The Contractor shall perform all work required by the Contract Documents for the **Lake Medina Greenway** as more fully described in the project manual and design documents.

ARTICLE 4 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 4.1 Contractor shall commence work within 14 days of being notified to proceed. Substantial completion, as defined in Paragraph 4.3 hereof, shall be achieved no later than **February 2, 2026** after the Contractor receives notification to proceed. The Board shall be entitled to determine when substantial completion has occurred.
- 4.2 If the time for Substantial Completion is exceeded, the Contractor shall pay to the Board the sum of One Hundred Dollars (\$100) per day for liquidated damages, and not as a penalty, for each and every day the Work is delayed beyond the time so stipulated, it being understood and agreed that actual damages would be difficult to ascertain with precision in any such case and that the amount of such liquidated damages bears a reasonable relationship to the actual damages that may be projected. The Contractor shall remain liable for any damages, direct, consequential, or otherwise sustained by the Board, time being of the essence. In the event that the Contractor fails to pay to the Board liquidated damages as herein provided, the Board is hereby authorized to deduct and retain out of the payments that may be due or become due the Contractor the amount of such liquidated damages. The Contractor agrees to furnish written notice to the Board of delays promptly after the Contractor becomes aware of them.

BOARD – CONTRACTOR AGREEMENT

PAGE 4

- 4.3 Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Board can occupy or utilize the Work for its intended use (subject only to minor punch-list items that will not unreasonably interfere with the Board's full use, occupancy, and enjoyment of the Project site), and all required occupancy permits, if any, have been issued. The Contractor shall, thereafter, use due diligence to complete such minor punch-list items to the end that Final Completion will be achieved within Fourteen (14) days after Substantial Completion and shall cause the least possible interference with the Board, its employees, and clients.
- 4.4 The Contractor shall secure and deliver to the Board written warranties and guarantees from its Subcontractors, Sub-subcontractors, and Suppliers bearing the date of Substantial Completion or some other date as may be agreed to by the Board and stating the period of warranty as may be required by the Contract Documents. The Contractor is responsible for the warranty of all Work whether performed by it or by its Subcontractors at any tier.
- 4.5 The Date of Substantial Completion of the Work is the date upon which the Board can occupy or utilize the Work for the use for which it is intended or upon which, in all material respects, it serves the purpose for which it was intended.

**ARTICLE 5
CONTRACT SUM**

- 5.1 The Board shall pay the Contractor for the performance of the Work subject to deductions and additions by properly authorized written Change Orders as provided herein, the Contract Sum not to exceed [AMOUNT]. The contract sum is determined as follows:

TOTAL BASE BID	\$ _____
ALTERNATE BID (if required)	\$ _____

- 5.2 The Contractor acknowledges that it has reviewed all Contract Documents and that the above Contract Sum includes everything necessary to attain final completion of the project and to obtain all requisite permits from the required governmental authorities.

**ARTICLE 6
PROGRESS PAYMENTS**

- 6.1 Based on Applications for Payment submitted by the Contractor, the Board may make progress payments on account of the Contract Sum.
- 6.2 Application for progress payments may be made at intervals as requested by the Contractor but not more frequently than monthly.

BOARD – CONTRACTOR AGREEMENT
PAGE 5

- 6.3 Before the first Application for Payment, the Contractor shall submit to the Board a schedule that apportions the lump-sum price to the major components forming the Work, which schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Board may require. This schedule, unless objected to by the Board, shall be used only as a basis for the Contractor's applications for payment.
- 6.4 At least fourteen (14) days before the date for each progress payment, the Contractor shall submit to the Board an itemized Application for Payment certified as correct by the Contractor, and such Application for Payment shall be accompanied by waivers of liens and other documentation from Subcontractors and Sub-subcontractors as reasonably may be required by the Board. In addition, such Application for Payment shall contain a certification by the Contractor that there are no written claims or mechanics' or materialmen's liens submitted to the Contractor at the date of such Application for Payment, that the Contractor has no knowledge of any filed mechanics' or materialmen's liens with respect to the Work, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of such Application for Payment, that there is no known basis for the filing of any mechanics' or materialmen's liens on the Work, and that waivers from all Subcontractors constitute an effective waiver of lien under the laws of Ohio to the extent of payments that have been made or are to be made concurrently with payment pursuant to such Application for Payment. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 6.5 The Board will, within thirty (30) days after the receipt of the Contractor's Application for Payment, either pay the amount that the Board determines is properly due or notify the Contractor in writing of the reasons for withholding payment.
- 6.6 No progress payment nor any partial or entire use or occupancy of the Work by the Board shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- 6.7 Progress payments for acceptable labor and Work in place shall be made at the rate of ninety-two percent (92%) of the total amount approved by the Board as an estimated progress payment less former payments thereon until the Work is fifty percent (50%) completed; thereafter, all acceptable Work in place shall be paid for at the rate of one hundred percent (100%) of each Board-approved estimate less former payments thereon provided that said Work in place is free from any attested accounts or from any claims for damages that might in any manner become a liability or charge against the Board; and except as herein provided, the allowance of such estimates shall not be deemed final acceptance of the Work or material therein included. Such progress payments will be made by the Board upon reliance on the Contractor's sworn representation that any and all liens and encumbrances on the Work have been fully discharged.

BOARD – CONTRACTOR AGREEMENT
PAGE 6

- 6.8 If the Contractor fails to comply with the terms of any of the Contract Documents or with the orders or directions of the Board as provided herein, the Board reserves the right to withhold any payment that may be due until such terms, orders, or directions have been complied with to the satisfaction of the Board.
- 6.9 Payments may be withheld on account of 1) defective work not remedied; 2) claims filed; 3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; 4) damage to the Board or another contractor; 5) failure to carry out the Work in accordance with the Contract Documents; or 6) failure of the Contractor to perform any of its obligations under the Contract Documents.

ARTICLE 7
FINAL PAYMENT

- 7.1 Final payment constituting the entire unpaid balance of the Contract Sum less any sum determined by the Board for incomplete Work or unsettled claims shall be made by the Board to the Contractor within thirty (30) days from the date when the Work has been completed, the Contract fully performed, any and all liens and encumbrances fully discharged, and all conditions to final payment as provided in this Article 7 have been satisfied.
- 7.2 Final payment shall not be due until the Board determines that Substantial Completion of the Work has occurred, and the Contractor has delivered to the Board a complete release of all liens and encumbrances arising out of this contract and/or the work or receipts in full covering all labor, materials, and equipment for which a lien could be filed or a bond satisfactory to the Board indemnifying it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Board all moneys the latter may be compelled to pay in discharging such lien including all costs and reasonable attorneys' fees.
- 7.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.
- 7.4 As a condition of final payment, the Contractor shall have furnished to the Board each of the following:
- a. An Affidavit stating that all liabilities and obligations for the Work including all labor, materials, services, and all other indebtednesses in connection with the construction of the Project have been fully paid and satisfied and that there are no outstanding claims by virtue of such construction work which can be asserted against the Board or the real property upon which the Work was performed
 - b. A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board

BOARD – CONTRACTOR AGREEMENT

PAGE 7

- c. A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents
- d. Consent of surety, if any, to final payment
- e. Mechanic's lien waivers in a form reasonably satisfactory to the Board for any laborer, Materialman, Subcontractor, Sub-subcontractor or other person who has performed work on or furnished materials to the Project
- f. An as-built drawing
- g. All required occupancy permits, if any, together with all other permits, licenses, or governmental approvals which the Board, in its reasonable discretion, deems necessary or desirable
- h. A certified cost breakdown prepared by the Contractor
- i. The affidavit required under Paragraph 12.1 hereof

ARTICLE 8 THE BOARD

- 8.1 The Board shall, at all times, have access to the Work wherever it is in preparation and progress.
- 8.2 Based on the Board's observations and an evaluation of any Application for Payment, the Board will determine the amounts owing to the Contractor in accordance with Article 6.
- 8.3 The Board may reject Work that does not conform to the Contract Documents.
- 8.4 Except as otherwise provided herein, the Board shall secure any pay for any approval, easement, assessment, or charge required for any construction, use, or occupancy of any permanent structure or permanent change in any existing facility.
- 8.5 The Board shall forward all instructions directly to the Contractor.
- 8.6 If the Contractor fails to correct defective work or fails to carry out the Work in accordance with the Contract Documents, the Board, by written order, may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated; however, this right of the Board to stop the Work shall not give rise to any duty on the part of the Board to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction of the Board's rights set forth in the contract documents.

BOARD – CONTRACTOR AGREEMENT
PAGE 8

- 8.7 The Board does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of borings made, or of the logs of test borings or of other investigations, or of the interpretations made thereof; and there is no warranty or guaranty, express or implied, that the conditions indicated by such investigations, borings, logs, or information are representative of those existing throughout the Project site or any part thereof or that unforeseen developments may not occur. At the Board's request, the Contractor shall make available to the Board the results of any site investigation, test borings, analyses, studies, or other tests conducted by or in possession of the Contractor or any of its agents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and subsurface conditions. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine surface, and subsurface conditions. Based upon the forgoing inspection, understandings, agreements, and acknowledgments, the Contractor agrees and acknowledges 1) that the Contract Sum is just and reasonable compensation for all the Work including all foreseen and foreseeable risks, hazards, and difficulties in connection therewith; 2) that the Contract Time is adequate for the performance of the Work; and 3) that the work shall not result in any lateral or vertical movement of any structure. The Contractor shall have no claims for surface or subsurface conditions encountered. The Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements, and easements.
- 8.8 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a fifteen-(15) day period after receipt of written notice from the Board to commence work and continue correction of such default or neglect with diligence and promptness, the Board may, without prejudice to other remedies the Board may have, commence and continue to carry out the Work. The right of the Board to stop the Work pursuant to this Subparagraph shall not give rise to any duty on the part of the Board to exercise this right for the benefit of the Contractor or any other person or entity. Before the Board commences and continues the Work without the Contractor, the Board shall provide written notice of suspension to the Contractor.
- 8.9 If suspension of the Work is warranted by reason of unforeseen conditions that may adversely affect the quality of the Work if such Work were continued, the Board may suspend the Work by written notice to the Contractor. In such event, the contract time shall be adjusted accordingly, and the Contract Sum may be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. If the Contractor, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen circumstances that may adversely affect the quality of the Work if the Work were continued, the Contractor shall immediately notify the Board of such belief and describe with particularity the reasons therefore.

BOARD – CONTRACTOR AGREEMENT
PAGE 9

ARTICLE 9
THE CONTRACTOR

- 9.1 The Contractor hereby specifically acknowledges and declares that the Contract Documents are full and complete and are sufficient to have enabled it to determine the cost of the Work, and that the drawings, the specifications, and all addenda are sufficient to enable the Contractor to construct the work outlined therein in accordance with applicable laws, statutes, building codes, and regulations, and otherwise to fulfill all of its obligations under the contract documents.
- 9.2 If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Board hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.
- 9.3 The Contractor shall supervise and direct the Work using its best skill and attention and shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 9.4 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 9.5 The Contractor, shall at all times, enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Contractor acknowledges that it is the Contractor's responsibility to hire all personnel for the proper and diligent execution of the Work, and the Contractor shall use its best efforts to maintain labor peace for the duration of the Project. In the event of a labor dispute, the Contractor shall not be entitled to any increase in the Contract sum.
- 9.6 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use, and other similar taxes that are legally enacted at the time bids are received and shall secure and pay for any building permit and for all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work and for use and/or occupancy of the Project.

BOARD – CONTRACTOR AGREEMENT
PAGE 10

- 9.7 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work and shall promptly notify the Board if the Drawings and Specifications, if any, are at variance therewith. Contractor represents that the Subcontractors, Manufacturers, and Suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations.
- 9.8 The Contractor shall be responsible to the Board for the acts and omissions of its employees and Subcontractors and their agents and employees and any other persons performing any of the Work under a contract with the Contractor.
- 9.9 The Contractor shall review, approve, and submit any Drawings, Product Data, and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.
- 9.10 The Contractor, at all times, shall keep the Work site free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, it shall remove all of its waste materials and rubbish from and about the Work site as well as its tools, equipment, machinery, and surplus materials.
- 9.11 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent, copyright, trade secret, or other proprietary rights and shall save the Board harmless from loss on account thereof.
- 9.12 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board and its agents and employees from and against all claims, damages, losses, and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work provided that any such claim, damage, loss, or expense is 1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including but not limited to the Work itself including the loss of use resulting therefrom; and 2) is caused in whole or in part by any act or omission 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 regardless of whether it is caused, in part, by a party indemnified hereunder. 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 Section 9.12. In any and all claims against the Board or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, the indemnification obligation under this Section 9.12 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 workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

BOARD – CONTRACTOR AGREEMENT
PAGE 11

- 9.13 The Contractor warrants to the Board that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be of good and workmanlike quality free from faults and defects, and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, or improper operation by the board.
- 9.14 It shall be the obligation of the Contractor to review the Contract Documents to determine and to notify the Board of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine. The Contractor shall not violate any zoning, setback, or other locational requirements of applicable laws, codes, and ordinances, or of any recorded covenants. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules or regulations, or recorded covenants, the Contractor promptly shall notify the Board in writing, and necessary changes shall be accomplished by appropriate modification.
- 9.15 The Contractor shall prepare at least monthly a progress report in a form in sufficient detail and of a character approved by the Board. The progress report shall specify, among other things, an estimated percentage of completion, whether the Project is on schedule and, if not, the reasons therefore and the new schedule, as well as the number of man days worked for each category of labor, and the projected Work to be completed in the next succeeding month. Accompanying the progress report shall be an updated current Project schedule and a listing and the status of all Change Orders, modifications, bulletins, and other relevant documents.
- 9.16 The Contractor also shall prepare, not later than thirty (30) days after the Contract is awarded, a materials report that shall include a complete list of Suppliers and Fabricators, items to be purchased from Suppliers or Fabricators, time required for fabrication, and the scheduled delivery dates for each item to be purchased. As soon as available, the Contractor shall furnish copies of purchase orders to the Board.
- 9.17 The Contractor shall prepare such additional reports as the Board may request.

ARTICLE 10
SUBCONTRACTS

- 10.1 Unless otherwise required by the Contract Documents or the bidding Documents, the Contractor, within seven (7) days of being awarded the Contract, shall furnish

to the Board in writing the names of all Subcontractors for each portion of the Work. The Contractor shall not employ any Subcontractor to whom the Board may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom it has a reasonable objection. Contracts between the Contractor and the Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by such Contract Documents, assumes toward the Board.

- 10.2 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Board provided that 1) Assignment is effective after termination of the Contract by the Board for cause or stoppage of the Work by the Board pursuant to Paragraph 19.1 and only for those Subcontract agreements that the Board accepts by notifying the subcontractor in writing; 2) Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract; and 3) No assignment shall relieve the Contractor from liability under the Contract nor obligate the Board to assume any obligations to any person or entity other than the Contractor.

ARTICLE 11

INSURANCE AND BONDS

- 11.1 The Contractor agrees to provide and maintain, at its own expense, worker's compensation coverage, disability benefits, and other similar employee benefit acts that are applicable to the Work to be performed and that are in compliance with the laws of the State of Ohio. The Contractor also agrees to provide and maintain, at its own expense, contractor's general liability insurance covering premises operations, underground explosion and collapse hazards, products/completed operation, contractual liability, independent contractor's liability, broad-form property damage liability, personal injury liability with the employee exclusion deleted, incidental malpractice, and extended bodily injury. The Board of Park Commissioners and the Medina County Park District are to be named as additional insureds under the policy, and certification shall be provided prior to the award of the contract. Limits of liability for general liability coverage shall be a minimum of One Million Dollars (\$1,000,000) combined single-limit bodily injury and property damage liabilities combined. The Board must be provided a minimum of thirty (30) days' notice of cancellation by the insurance carrier. The Contractor shall also provide automobile liability insurance at limits not less than One Million Dollars (\$1,000,000) combined single-limit bodily injury and property damage liabilities combined. Coverage must be extended to provide protection for liabilities arising from the use of hired or non-owned automobiles. Any fellow-employee exclusion must be deleted. The Board and the Medina County Park District must be named as additional named insureds under this policy, and certification shall be provided prior to the award of the Contract. The Board must be provided a minimum of thirty (30) days' notice of cancellation by the insurance carrier.

BOARD – CONTRACTOR AGREEMENT
PAGE 13

- 11.2 The Board shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may maintain such insurance as will protect it against claims that may arise from operations under the Contract.
- 11.3 The Board and Contractor waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents, and employees each of the other for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 11 and other property insurance applicable to the Work except such rights as they have to proceeds of such insurance held by the Board as fiduciary. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would, otherwise, have duty of indemnification contractual, or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.
- 11.4 The Contractor shall furnish bonds covering faithful performance and maintenance of the Contract and payment of obligations arising thereunder as stipulated in Bidding Documents or specifically required in the Contract Documents on the date of execution of the Contract pursuant to Section 153.54 of the Ohio Revised Code. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. Such bonds shall be issued in a form and by a surety reasonably acceptable to the Board, shall be submitted to the Board for approval as to form, shall name the Board as obligee and shall be in an amount equal to at least one hundred percent (100%) of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract). The Contractor shall deliver the executed, approved performance bond to the Board within seven (7) days after execution of this Contract. The Contractor shall deliver the executed, approved maintenance bond to the Board after acceptance of substantial completion and prior to final payment.
- 11.5 The Contractor shall provide Builder's Risk Insurance. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. The Contractor shall purchase such insurance for the full insurable value of the entire Work. Proof of such insurance shall be provided within seven (7) days after execution of this Contract. The Board must be provided a minimum thirty (30) days' notice of cancellation by the insurance carrier.

BOARD – CONTRACTOR AGREEMENT
PAGE 14

ARTICLE 12
WAGE RATES

- 12.1 The Contractor and any Subcontractor shall comply with Chapter 4115 of the Ohio Revised Code. Failure by the Contractor to so comply will be deemed by the Board to be a breach of contract. A schedule of the wage rates applicable under said chapter will be furnished to the Contractor by the Board upon request if such schedule is not included in any Project Manual. The Contractor and any Subcontractor must submit, before beginning performance under this Agreement, a schedule of the dates upon which wage payments are to be made and for each such date thereafter, a copy of his or its complete payroll for that date, exhibiting for each employee his name, current address, Social Security number, number of hours worked per day and for the week, his hourly rate of pay, job classification, fringe benefits, and deductions from wages. The Contractor and any Subcontractor must file with the Board upon completion of the Work and prior to final payment therefor an affidavit stating that it has complied with Chapter 4115 of the Ohio Revised Code. This Paragraph 12.1 shall apply only if the contract Sum under this Agreement exceeds Twenty-Nine Thousand Six Hundred Fifty Three Dollars (\$29,653).

ARTICLE 13
WORK BY BOARD OR BY SEPARATE CONTRACTORS

- 13.1 The Board reserves the right to perform work related to the Work with its own personnel and to award separate contracts in connection with portions of the Work or other work on the site.
- 13.2 The Contractor shall afford the Board and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate its work with theirs.

ARTICLE 14
TIME

- 14.1 All time limits stated in the contract documents are of the essence. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

ARTICLE 15
PROTECTION OF UNDERGROUND UTILITY FACILITIES

- 15.1 If the work affects or otherwise involves underground utility facilities, both the Board and the Contractor shall adhere to the requirements of Section 153.64 of the Ohio Revised Code.

ARTICLE 16
PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to 1) all employees on the Work and other persons who may be affected thereby; 2) all of the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to its obligations under Article 9.

ARTICLE 17
CHANGES IN THE WORK

- 17.1 The Board, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Board.
- 17.2 If the Contractor wishes to make any claim/proposal for an increase in the Contract Sum because of claimed/proposed extra work, concealed conditions, or for any reason, no such claim/proposal for payment over and above the Contract Sum shall be authorized or valid unless each of the following occurs 1) a written claim/proposal is made by the Contractor to the Board within twenty (20) days of the occurrence or event giving rise to the claim/proposal; 2) the claim/proposal is filed prior to proceeding with the claimed/proposed extra work; and 3) a written Change Order is issued, agreed to, and signed by the Board after the Board duly approves said Change Order by resolution. It is expressly understood and agreed that no employee or officer of the Board has authority to order work that would increase the Contract Sum and that no employee or officer of the Board has authority to sign a Change Order unless and until the Board, by resolution, has so approved same. The Contractor agrees that it shall have no compensation or claim/proposal for extra work that will increase the Contract Sum unless and until the procedures set forth above are followed and approved, and the Contractor hereby agrees that any claim/proposal for an increase in the Contract Sum will not be made and is waived and invalid hereunder unless and until the procedures set forth above are followed, and a duly approved written Change Order is issued prior to proceeding with any alleged extra work.

ARTICLE 18
CORRECTION OF WORK

- 18.1 The Contractor shall promptly correct any Work rejected by the Board of failing to conform to the Contract Documents whether observed before or after the Substantial Completion date and whether or not fabricated, installed, or completed. The Contractor shall bear the costs of correcting such rejected work including additional testing and inspections and compensation for any independent consultant's services and expenses made necessary thereby. Such correction shall be completed within the time period agreed to by the Board. The provisions of this Article 18 apply to work done by a Subcontractor or Sub-subcontractor as well as to work done by employees of the Contractor.
- 18.2 If within one (1) year after the date of Substantial Completion of the Work or after the date for commencement of any warranties established hereunder or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective, other than a first-class quality, or not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Board to do so. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between substantial Completion and the actual performance of the Work. This period of one (1) year shall also be extended from time to time for a period of one hundred eighty (180) days after the Contractor has completed any repairs or replacements pursuant to any warranty to the end that any work repaired or replaced as part of a warranty shall, itself, be subject to warranty for a period of not less than one hundred eighty (180) days following the completion of such repairs or replacements or for the aforesaid one year, whichever is longer, subject to manufacturer's warranty. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The Board shall give such notice promptly after discovery of the condition. In furtherance of the foregoing and not in limitation thereof the Contractor specifically warrants all labor, materials, equipment, and services comprising the Work for the periods here-in-above provided, but such assignment shall not relieve the Contractor of its warranty obligations hereunder.
- 18.3 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Subparagraph 18.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

BOARD – CONTRACTOR AGREEMENT
PAGE 17

ARTICLE 19
TERMINATION OF THE CONTRACT

- 19.1 If the Contractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents or to supply enough properly skilled workers or fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractors or disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction or fails to perform any provision of the Contract, the Board, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and its option to terminate the Contract and take possession of the site and of all materials, equipment, tools, and any construction equipment and machinery thereon owned by the Contractor and accept assignment of subcontracts pursuant to Paragraph 10.2 and finish the Work by whatever method it may deem expedient. If the expense of finishing the Work exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Board.
- 19.2 When the Board terminates the contract for any of the reasons stated in Paragraph 19.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 19.3 If the unpaid balance of the Contract Sum is less than the cost of finishing the Work, including compensation for any independent consultant's services and expenses made necessary thereby, the Contractor shall pay the difference to the Board. This obligation for payment shall survive termination of the Contract.
- 19.4 The Board may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Board may determine. An adjustment shall be made for increases in the cost of performance of the Contract including profit on the increased cost of performance caused by suspension, delay, or interruption in excess of thirty (30) days. No adjustment shall be made to the extent 1) that performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or 2) that an equitable adjustment is made or denied under another provision of this Contract.

ARTICLE 20
DISCRIMINATION

- 20.1 The Contractor agrees that in the hiring of employees for the performance of Work under this Contract or any subcontract, neither it nor any Subcontractor or Sub-subcontractor, or any person acting on behalf of it or any Subcontractor or Sub-subcontractor shall by reason of race, creed, sex, handicap, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; and that neither it, nor any Subcontractor or Sub-subcontractor or any

person acting on behalf of it or any Subcontractor or Sub-subcontractor, 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, handicap, or color.

ARTICLE 21
MISCELLANEOUS PROVISIONS

- 21.1 The contract shall be governed by the laws of the State of Ohio.
- 21.2 The Board and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall, nevertheless, remain legally responsible for all obligations under the Contract.
- 21.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
- 21.4 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- 21.5 No action or failure to act by the Board or Contractor shall constitute a waiver of a right or duty afforded them under the Contract nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder except as may be specifically agreed in writing.
- 21.6 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity and enforceability or affect of the remaining parts and provisions of the Contract Documents.
- 21.7 In no event shall any interest be due and payable by the Board to the Contractor, any Subcontractor, or any other party on any of the sums payable by the Board under this Contract including, without limitation, the sums the Board is authorized to retain pursuant to the Contract Documents.
- 21.8 No applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work that is not in accordance with the requirements of the Contract Documents that would not be visible or apparent upon conducting a reasonable investigation and that is not discovered by the Board until after the date which, but for this subparagraph, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by the Board.

BOARD – CONTRACTOR AGREEMENT
PAGE 19

This Agreement is executed as of the day and year first above written.

BOARD OF PARK COMMISSIONERS OF
THE MEDINA COUNTY PARK DISTRICT

By: _____
(Nathan D. Eppink, Director)

Date: _____

Federal I.D. Number 34-6001851

CONTRACTOR

By: _____
(Name & Title)

Date: _____

Federal I.D. Number _____

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SECTION 3.0

TECHNICAL SPECIFICATIONS

INDEX TO TECHNICAL SPECIFICATIONS

Division 1 General Requirements

Division 2 *See Construction Documents*

GENERAL REQUIREMENTS

PART 1 - CONSTRUCTION DOCUMENTS

- 1.01 The work shall conform to the drawings and details dated **December 2, 2024** entitled, **“Lake Medina Greenway,”** and the contract documents and specifications dated **January 2025**, “Lake Medina Greenway.”
- 1.02 The parts and details not fully shown on the drawings shall be executed by the Contractor with the best-established practices and as directed by the Medina County Park District.

PART 2 - LIMITATIONS OF OPERATIONS

- 2.01 The Contractor shall limit his operations so as to cause as little disturbance as possible to areas outside the limits of work.
- 2.02 Prior to beginning of work, the Medina County Park District will meet with the Contractor to indicate areas adjacent to the construction limits where specific features (trees, shrubs, or other plant life) shall be protected from damage. Costs for protecting these features shall be the responsibility of the Contractor.
- 2.03 The Contractor shall contact the proper local authorities concerning load limits, road crossing on public streets, etc., and shall be responsible for any approvals, permits, or bond required.
- 2.04 The Contractor shall be responsible for obtaining a stormwater management and sediment control permit from the Medina County Engineer’s Office before starting work.

PART 3 - USE OF PREMISES

- 3.01 Upon permission by the Park District, the Contractor may use existing site parking lot areas as parking and staging areas.
- 3.02 The Contractor shall assume full responsibility for the protection and safekeeping of all products under this contract stored at the site.
- 3.03 The Contractor shall contact the Medina County Park District prior to beginning work regarding any additional specific regulations concerning the use of premises.

PART 4 - REFERENCE TO ODOT SPECIFICATIONS

- 4.01 Reference to “ODOT Item,” “ODOT Paragraph X.XX,” or “ODOT Standard Drawings X.XX” refers to items and paragraphs in the “Construction and Material Specifications” (CMS) published by the Ohio Department of Transportation (ODOT), State of Ohio, 2023 Edition, or the latest referenced ODOT Standard Drawing published prior to the date indicated on the project construction drawings. Such reference shall govern the conduct of the work herein, and have the same force and effect as though transcribed into these Specifications or the Drawings. Reference to “Director,” etc. in these references shall mean “Engineer.” Reference to ODOT items and paragraphs are for materials and methods only; measurements, acceptances, payments, and general contract provisions shall be as noted or as described in the Medina County Park District contract documents for this project. A copy of the CMS and the applicable ODOT Standard Drawings shall be on the job site at all times during the work.

PART 5 - CONSTRUCTION SCHEDULE

- 5.01 The Contractor shall prepare a bar chart construction schedule and submit to the Medina County Park District for approval prior to beginning construction.

PART 6 - PRODUCT HANDLING AND PROTECTION

- 6.01 All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.
- 6.02 Precautions shall be taken so that no 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.
- 6.03 Materials, tools, and machinery shall not be piled or placed against 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 nighttime so as to warn the traffic of such obstruction.
- 6.04 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 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 to the

Medina County Park District. All storage sites shall be restored to their original condition by the Contractor at his expense.

PART 7 - ENVIRONMENTAL PROTECTION

- 7.01 The Contractor's performance of this contract shall be conducted so as to eliminate all unnecessary noise, dust, and odors. The Contractor shall be responsible to prevent or limit pollution of air and water resulting from his operations.
- 7.02 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 and to prevent dust attributable to his operations from entering the atmosphere.
- 7.03 Stormwater pollution prevention and erosion control work shall conform to guidelines set forth in requirements of the Ohio EPA, the Medina County Engineers and as specified per the plans and details. Inspect and maintain all erosion and sediment control devices during the construction of this site.

PART 8 - SUBMITTALS

- 8.01 The Contractor shall submit materials lists, samples, shop drawings, certified test data, manufacturers' product information, etc., as specified and/or as requested by the Park District to ensure proposed products and materials meet the project specifications.

PART 9 – BASIS OF PAYMENT

- 9.01 The basis of payment shall be at the contract unit price, or lump sum price per item, and shall constitute full compensation for all labor, tools, materials, equipment, and supervision necessary to complete the various items of work in accordance with the plan and specifications completed and in place.

PART 10 - GRADES, LINES, LEVELS, AND SURVEYS

- 10.01 The Contractor shall verify all grades, lines, levels, and dimensions as shown on the drawings and report any errors or inconsistencies in the above to the Medina County Park District before commencing work.

PART 11 - CONSTRUCTION LAYOUT STAKING

- 11.01 All construction layout staking shall be the Contractor's responsibility. The Contractor shall establish all necessary horizontal and vertical control for complete layout of the proposed facilities as indicated in the construction drawings.
- 11.02 The Contractor shall be responsible for protecting the lines, stakes, property corners, and benchmarks set or found; and, in the event they are damaged, lost, displaced or removed, the Contractor shall be responsible to replace same and shall be responsible for the cost of any damage resulting therefrom, including the replacement or correction of installations that fail to conform to the plan.
- 11.03 The Contractor shall ensure that the finished work conforms to the lines, grades, elevations, and dimensions shown on the drawings or indicated in the specifications.

*** END OF SECTION ***

SECTION 4.0
BID DOCUMENTS

BID FORM

LAKE MEDINA GREENWAY MEDINA COUNTY PARK DISTRICT January 2025

Bid Date: _____

Contractor: _____
(Company name)

Signature/Title _____

Address _____

City _____ ST _____ Zip _____

Phone No. _____ Fax No. _____ Email _____

Acknowledge Addenda Received: Numbers _____ through _____

Accompanying this proposal is a bid security in the form of (Bond) (Certified Check) in the amount of _____ (\$ _____) drawn in favor of the Board of Commissioners of the Medina County Park District.

Medina County Park District:

Having carefully examined the contract documents dated _____ and the drawings dated _____ entitled, "Lake Medina Greenway" as well as the premises and conditions affecting the work, the undersigned proposes to furnish all services, equipment, labor, and specified materials called for by them for the entire work, in accordance with said documents, for the sum of:

_____ Dollars

(\$ _____)

which sum is hereinafter called the "Base Bid." The Base Bid will be broken down as indicated on the following pages.

**LAKE MEDINA GREENWAY
 BID FORM
 January 2025**

BASE BID

Line No.	ODOT Item No.	Work Description	Approx. Quantity	Unit	Unit Price	Total
1	201	CLEARING AND GRUBBING	1	LUMP SUM		
2	202	PIPE REMOVED, 24" & UNDER	55	FT		
3	202	CATCH BASIN REMOVED	1	EACH		
4	202	CURB REMOVED	24	FT		
5	203	EXCAVATION	2,140	CY		
6	203	EXCAVATION, AS PER PLAN	600	CY		
7	203	EMBANKMENT	2,580	CY		
8	204	SUBGRADE COMPACTION	7,307	SY		
9	204	PROOF ROLLING	3	HOUR		
10	607	FENCE, MISC.: WOOD FENCE	1,100	FT		
11	608	CURB, TYPE 6	24	FT		
12	608	CURB RAMP	304	SF		
13	601	ROCK CHANNEL PROTECTION, TYPE C WITHOUT FILTER	20	CY		
14	659	SEEDING AND MULCHING, CLASS 1	2,962	SY		
15	659	SEEDING AND MULCHING, CLASS 6	8,056	SY		
16	659	TOPSOIL	329	CY		
17	659	COMMERCIAL FERTILIZER	0.4	TON		
18	659	WATER	16	MGAL		
19	832	EROSION CONTROL	40,000	EACH		
20	832	STORM WATER POLLUTION PREVENTION PLAN	1	LUMP SUM		
21	602	CONCRETE MASONRY	2.20	CY		
22	611	12" CONDUIT, TYPE A, 706.02	65	FT		
23	611	12" CONDUIT, TYPE C, 707.01	16	FT		
24	611	18" CONDUIT, TYPE A, 706.02	104	FT		
25	611	CATCH BASIN, AS PER PLAN	1	EACH		
26	301	ASPHALT CONCRETE BASE, PG64-22 (449)	146	CY		
27	304	AGGREGATE BASE	1,064	CY		
28	407	NON-TRACKING TACK COAT	3,240	GAL		
29	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	211	CY		
30	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	281	CY		
31	630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	1	EACH		
32	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	1	EACH		

33	630	SIGN, FLAT SHEET	6.3	SF		
34	630	GROUND MOUNTED SUPPORT, NO 2 POST	13	FT		
35	642	PARKING STALL MARKING, TYPE 1	532	FT		
36	642	HANDICAP SYMBOL MARKING, TYPE 1	2	EACH		
37	644	CROSSWALK LINE, 12"	60	FT		
38	SPEC.	RETAINING WALL, MISC.: MODULAR BLOCK WALL	1,278	SF		
36	526	REINFORCED CONCRETE APPROACH SLAB (T=12")	38	SY		
37	SPEC.	STRUCTURE, MISC.: PREFABRICATED PEDESTRIAN BRIDGE	1	EACH		
38	614	MAINTAINING TRAFFIC	1	LUMP SUM		
39	619	FIELD OFFICE, TYPE A	6	MN		
40	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LUMP SUM		
41	624	MOBILIZATION	1	LUMP SUM		

TOTAL BASE BID	
-----------------------	--

Contractor: _____
(Company Name)

Signed by: _____

Title: _____

Date: _____

SUBCONTRACTOR LIST

Bid Date: _____

Contractor: _____

Signature/Title: _____

Bidder shall herein list all proposed subcontractors, if any, scheduled to perform work and the scope of work to be performed.

It is understood and agreed upon by the Bidder that subcontractors herein listed will perform scope of work as indicated unless specifically approved otherwise in advance by the Medina County Park District.

SUBCONTRACTOR

SCOPE OF WORK

The Medina County Park District reserves the right to accept or reject any or all bids and to accept the lowest or best bid.

EXPERIENCE STATEMENT

The Bidder is required to state in detail below similar work to that included in the proposed Contract he/she has done and to give references and such other information as will enable the Owner to judge his/her responsibility, experience, skill, business, and financial standing.

PROJECT DATE	PROJECT NAME, TYPE, LOCATION, AND CONTRACT AMOUNT	CONTACT PERSON	TELEPHONE NUMBER

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)

COUNTY OF _____) ss.

_____, being first duly sworn, deposes and says that he/she

is _____ of _____, (sole owner, partner, president, sec., etc.) the party making the foregoing proposal of bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

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

Notary public in and for _____
County, State of Ohio.

My commission expires _____.

NON-DISCRIMINATION STATEMENT

_____ hereby agrees that in hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or any person acting on behalf of such contractor shall by reason of race, creed, color, or sex discriminate against any citizen of the State of Ohio in the employment of labor or workers who qualify and who are available to perform the work to which this contract relates.

_____ further agrees that no contractor, subcontractor nor any person acting in his/her 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, color, or sex.

By: _____

Title: _____

DELINQUENT TAX AFFIDAVIT

STATE OF OHIO)
) ss.
COUNTY OF _____)

_____ being duly cautioned and sworn states as follows:

1. That he/she is _____ of _____.
2. That _____ is not presently
(Name of Contracting Party)
charged with any delinquent personal property taxes on the general tax list of personal property taxes of any county in which this taxing district has property. This taxing district includes property within the following counties: Medina.
3. That _____ is charged with
(Name of Contracting Party)
delinquent personal property tax on the general tax list of personal property of any county in which this taxing district has property. This taxing district includes property within the following counties: Medina.
 - A. The amount of delinquent personal property tax due and unpaid including any due and unpaid penalty and interest is _____.

(Affiant)

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

Notary Public in and for
_____ County,

My Commission expires _____.

Note to Fiscal Officer: If any personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY FINE AND/OR IMPRISONMENT. OHIO REVISED CODE SECTION 5719.042.

BID GUARANTY AND PERFORMANCE BOND

Know all men by these presents, that we, the undersigned _____, as principal and _____, as sureties, are hereby held and firmly bound unto the Board of Park Commissioners of the Medina County Park District as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as _____. The penal sum referred to herein shall be the dollar amount of the principal’s bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (The amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____ THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for _____.

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

Now, also, if the said _____ well and faithfully do and perform the things agreed by the Board of Park Commissioners of the Medina County Park District to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of

the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By

Name

Witness as to Principal

Title

Address

ATTEST:

(Surety) Secretary

(SEAL) Surety

By

Witness as to Surety

Attorney-in-Fact

Address

Phone