

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, GENEVA ON THE LAKE VILLAGE, AND TK EXCAVATING & GRADING, LLC FOR PY23 CDBG – GENEVA ON THE LAKE VILLAGE SHADOWBROOK IN GENEVA ON THE LAKE VILLAGE - CDBG ALLOCATION THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT

WHEREAS, Jake Brand, Director of Department of Planning and Development, has presented a contract for the approval of the Board, to-wit:

Scope: Third party agreement for Shadowbrook Drive Culvert Replacement in Geneva on the Lake Village

Parties: Ashtabula County Commissioners, 25 W. Jefferson St. Jefferson OH 44047
Geneva-on-the-Lake Village, 4929 S Warner Dr, Geneva, OH 44041
TK Excavating & Grading, LLC. 6624 Sodom Hutchings Road, Girard, Ohio 44420

Cost: Total project costs \$298,358.82
Not to exceed \$109,800 from PY23 CDBG Allocation Grant

Term: Begins upon board approval and completed no later than November 30, 2025; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the contract, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-365

August 28, 2025

RESOLUTION APPROVING THIRD PARTY AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS, GENEVA ON THE LAKE VILLAGE, AND TK EXCAVATING & GRADING, LLC FOR PY23 CDBG – GENEVA ON THE LAKE VILLAGE SHADOWBROOK IN GENEVA ON THE LAKE VILLAGE - CDBG ALLOCATION THROUGH THE DEPARTMENT OF PLANNING AND DEVELOPMENT

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

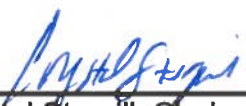
Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

1 Acting

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

THIS AGREEMENT, made and entered into this 21st day of August in the year Two Thousand and Twenty-Five, by and between the VILLAGE OF GENEVA-ON-THE-LAKE, OHIO, hereinafter called the "Party of the First Part" or "First Party" and TK Excavating of the City of Gerard, County of Trumbull, and State of Ohio, hereinafter called the "Party of the Second Part" or the "Contractor".

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree with the said Party of the First Part for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at _____ contractor own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and substantial workmanlike manner the design, construction, testing, completion, and supervision to complete delivery to the First Party as herein specified or required for the completion of the Contract, all in accordance with the plans on file in the office at the First Party, also in accordance with the specifications for this Contract as herein set forth, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

The project includes the replacement of an existing 84" metal pipe culvert over a tributary of Cowles Creek on Shadowbrook Drive with a 9 foot by 6 foot concrete box culvert.

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the First Party.

Article 2: The Party of the First Part agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the Project Manual and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

Two Hundred Ninety-Eight Thousand Three Hundred Fifty-Eight Dollars and Eighty-Two Cents

(\$298,358.82)

The total contract sum of \$298,358.82 of which the CDBG recipient is responsible to pay an amount not to exceed \$109,800.00 from the "Ashtabula County Community Development Block Grant (CDBG)" of the total contracted amount.

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the Party of the First Part may avail itself of any or all remedies provided in that behalf of the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Agreement that the provisions contained in the Information For and Instruction to Bidders, in the Proposal, in the Specifications, Bid Manual, Notice of Award, Notice to Proceed, Evidence of Insurance, Workman's Compensation Certificate, Addenda, General and Special Conditions, Legal Notice, Affidavits and in the drawings shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as the Contract.

Name and Address of each person, firm or company interested in the Contract:

TK Excavating & Grading, LLC

6624 Sodom Hutchings Road, Girard, Ohio 44420

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

The Village of Geneva-on-the-Lake, Ohio

Kaitlin S. Lach 8/21/2025
Witness Signature Date

by: Jessi Spurlock
Jessi Spurlock, Deputy Administrator

KAITLIN S. LACH
(Print Name)

21 August 2025
Date

[Signature] 8/21/2025
Witness Signature Date

Jonathan Roberts
(Print Name)

Address for Notification of Owner:
Village of Geneva-on-the-Lake
Jessi Spurlock, Deputy Administrator
4929 South Warner Drive
Geneva-on-the-Lake, Ohio 44041

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The CONTRACTOR:
TK Excavating & Grading, LLC
6624 Sodom Hutchings Road
Girard, Ohio 44420

SJ

Witness Signature

Troy Kittrell

Officer's Signature

Samantha Keelley

(Print Name)

Troy Kittrell

(Print Name)

Secretary

Title

President

Title

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act on behalf of the corporation.)

The ASHTABULA COUNTY COMMISSIONERS – CDBG Recipient:

J.P. Duro

Signature

J.P. Duro

(Print Name)

President

Title

(To be executed in triplicate.)

Signature Page

**AGREEMENT TITLE: CONTRACT FOR THE VILLAGE OF GENEVA-ON-THE-LAKE –
SHADOWBROOK DRIVE CULVERT REPLACEMENT**

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: 8/22/2025

Reviewed by Earl F. Stoll, Assistant Prosecutor



CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

THIS AGREEMENT, made and entered into this 21st day of August in the year Two Thousand and Twenty-Five, by and between the VILLAGE OF GENEVA-ON-THE-LAKE, OHIO, hereinafter called the "Party of the First Part" or "First Party" and TK Excavating of the City of Gerard, County of Trumbull, and State of Ohio, hereinafter called the "Party of the Second Part" or the "Contractor".

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree with the said Party of the First Part for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at _____ contractor own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and substantial workmanlike manner the design, construction, testing, completion, and supervision to complete delivery to the First Party as herein specified or required for the completion of the Contract, all in accordance with the plans on file in the office at the First Party, also in accordance with the specifications for this Contract as herein set forth, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

The project includes the replacement of an existing 84" metal pipe culvert over a tributary of Cowles Creek on Shadowbrook Drive with a 9 foot by 6 foot concrete box culvert.

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the First Party.

Article 2: The Party of the First Part agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the Project Manual and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

Two Hundred Ninety-Eight Thousand Three Hundred Fifty-Eight Dollars and Eighty-Two Cents

(\$298,358.82)

The total contract sum of \$298,358.82 of which the CDBG recipient is responsible to pay an amount not to exceed \$109,800.00 from the "Ashtabula County Community Development Block Grant (CDBG)" of the total contracted amount.

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the Party of the First Part may avail itself of any or all remedies provided in that behalf of the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Agreement that the provisions contained in the Information For and Instruction to Bidders, in the Proposal, in the Specifications, Bid Manual, Notice of Award, Notice to Proceed, Evidence of Insurance, Workman's Compensation Certificate, Addenda, General and Special Conditions, Legal Notice, Affidavits and in the drawings shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as the Contract.

Name and Address of each person, firm or company interested in the Contract:

TK Excavating & Grading, LLC

6624 Sodom Hutchings Road, Girard, Ohio 44420

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

The Village of Geneva-on-the-Lake, Ohio

Kaitlin S. Lach 8/21/2025
Witness Signature Date

by: Jessi Spurlock
Jessi Spurlock, Deputy Administrator

KAITLIN S. LACH
(Print Name)

21 August 2025
Date

[Signature]
Witness Signature

8/21/2025
Date

Jonathan Roberts
(Print Name)

Address for Notification of Owner:
Village of Geneva-on-the-Lake
Jessi Spurlock, Deputy Administrator
4929 South Warner Drive
Geneva-on-the-Lake, Ohio 44041

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The CONTRACTOR:
TK Excavating & Grading, LLC
6624 Sodom Hutchings Road
Girard, Ohio 44420

SJ

Witness Signature

Troy Kittrell

Officer's Signature

Samantha Keelley

(Print Name)

Troy Kittrell

(Print Name)

Secretary

Title

President

Title

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act on behalf of the corporation.)

The ASHTABULA COUNTY COMMISSIONERS – CDBG Recipient:

Signature

(Print Name)

Title

(To be executed in triplicate.)

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2025 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

2701.511.525-650.0101 - Grants/Allocations Activity 1.1 in the amount not to exceed \$109,800.00

Agreement Title: **PY 2023 CDBG – Geneva on the Lake Shadowbrook**

By and Between the Ashtabula County Board of Commissioners, by and through the Department of Planning and Development

Signed,  _____

Scott Yamamoto
Ashtabula County Auditor

Date: 8/25/2025

BIDDER'S QUALIFICATIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT (PROVIDE COPY FOR EACH SUB-CONTRACTOR)

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a General Contractor under your present business name?
2. How many years have you been a principal officer of a general contracting firm under another name?
3. What projects of a similar nature has your organization completed?

(Note: Fill out each blank completely)

Name of Owner and Location	Name and Phone Number of person in Responsible Charge as Reference	Class of Work	Amount of Contract	Date of Completion
Toronto, OH City of Toronto	Alex 304 4629 7928	Waterline	900,000	9/2024
Townsend Ave GPD Group	Chris/Reed 330 559 4324	Storm Sewer	370,000	11/2024
Baer Drive City of Madison	Jeff 440 544 1517	Culvert/Storm	65,000	5/2025
Mauro Circle City of Niles	Wayne 330 501 6623	Waterline	141,580	3/2025
Yankee Lake Laterals Trumbull Co. Sanitary Engineers	Bill 330 675 7756	Sanitary Laterals	65,000	7/2025

BIDDER'S QUALIFICATIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT (PROVIDE COPY FOR EACH SUB-CONTRACTOR)

1. Have you, or your Company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?

NO

2. The work awarded or to be awarded will have the personal supervision of whom? Attach resume.

Will provide if low bid/awarded

3. Explain approximately your plan and layout for performing the proposed work.

Pre Con Video, Survey, Install traffic control,
take down guardrail, install storm & structures
before removing old culvert & remove trees

Tear out concrete & such around culvert,
install cofferdam & bypass pump. Remove &
replace culvert, guardrail, asphalt, then landscaping

CORPORATE RESOLUTION

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Troy Kittrell, Secretary of TK Excavating
an LLC Corporation hereby certifies that the following is a true and correct copy
of a resolution duly adopted by the Board of Directors of Geneva on the Lake
20 25, to wit:

"Resolved, that Troy Kittrell / President of this Company, namely,
Troy Kittrell, be and he hereby is authorized and
directed to enter into any and all Contracts, BID Guaranty and Performance Bonds with
the Village of Geneva-on-the-Lake, for the purpose of furnishing labor
and materials as to Shadowbrook Drive Culvert Replacement at such price and
upon terms and conditions, including any amendments or modifications thereto, as said
Troy Kittrell in his sole discretion
deem best, and that said actions shall be binding on the Corporation."

"Resolved, further, that said Troy Kittrell be, and he
further is hereby authorized and directed to execute and deliver unto said Village of
Geneva-on-the-Lake other instruments which in his discretion he shall deem necessary
to carry out the foregoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation
at 16674 Sodom Hills 15th Day of July, 2025, and I
Ed. Girard pit 44420
further certify that said resolution is still in full force and effect.


Secretary

SEAL

CONTRACT FORM OF PROPOSAL
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BASE BID							
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words	
1	Item 201 – Clearing and Grubbing	1	LS	\$ 1,200	\$ 1,200	One thousand Two Hundred	
2	Item 202 – Pavement Removed	122	SY	\$ 8.00	\$ 976	Nine Hundred Sixty Six	
3	Item 202 – Pipe Removed, 24" and Under	46	FT	\$ 10	\$ 460	Four Hundred Sixty	
4	Item 202 – Guardrail Removed	132	FT	\$ 9	\$ 1,188	One thousand One hundred Eighty Eight	
5	Item 203 – Excavation	44	CY	\$ 20	\$ 880	Eight Hundred eighty	
6	Item 204 – Subgrade Compaction	144	SY	\$ 10	\$ 1,440	One thousand Four hundred Forty	
7	Item 204 – Proof Rolling	1	HOUR	\$ 250	\$ 250	two hundred Fifty	
8	Item 606 – Guardrail, Type MGS	100	FT	\$ 48	\$ 4,800	Four thousand Eight Hundred	
9	Item 606 – Anchor Assembly, MGS Type B	2	EACH	\$ 3,435	\$ 6,870	Six thousand Eight Hundred Seventy	
10	Item 606 – Anchor Assembly, MGS Type T	2	EACH	\$ 3,647	\$ 7,294	Seven thousand Two hundred Ninety Four	

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
11	Item Special – Preconstruction Video Taping	1	LS	\$ 388	\$ 388	three Hundred Eighty Eight
12	Item 659 – Soil Analysis Test	2	EACH	\$ 50	\$ 100	one Hundred
13	Item 659 – Topsoil	67	CY	\$ 127	\$ 8,509	Eight Thousand Five Hundred Nine
14	Item 659 – Seeding and Mulching	600	SY	\$ 6.85	\$ 4,110	Four Thousand One Hundred Ten
15	Item 659 – Repair Seeding and Mulching	30	SY	\$ 1.50	\$ 45	Forty Five
16	Item 659 – Commercial Fertilizer	0.08	TON	\$ 558.75	\$ 44.70	Forty Four Dollars Seventy cents
17	Item 659 – Lime	0.12	ACRE	\$ 132.50	\$ 15.90	Fifteen Dollars Ninety Cents
18	Item 659 – Water	4	MGAL	\$ 1	\$ 4	Four Dollars
19	Item 832 – Erosion Control	2500	EACH	\$1.00	\$ 2,500	Two thousand Five Hundred
20	Item 602 – Concrete Masonry	0.7	CY	\$ 2,064	\$ 1,444.80	One thousand Four Hundred Forty Four, Eighty Cents

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BASE BID							
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words	
21	Item 611 – 8" Conduit, Type C	14	FT	\$ 68	\$ 952	Nine Hundred Fifty Two	
22	Item 611 – 12" Conduit, Type C, As Per Plan	50	FT	\$ 62.36	\$ 3,118	Three thousand one hundred Eighteen	
23	Item 611 – 18" Conduit, Type B	18	FT	\$ 107.50	\$ 1,935	One thousand Nine hundred Thirty Five	
24	Item 611 – 18" Conduit, Type C	202	FT	\$ 64	\$ 12,928	Twelve thousand Nine hundred Twenty Eight	
25	Item 611 – Catch Basin, No. 2-2A	2	EACH	\$ 3,137	\$ 6,274	Six thousand Two hundred Seventy Four	
26	Item 611 – Catch Basin, No. 2-2B	3	EACH	\$ 2,928	\$ 8,784	Eight thousand Seven hundred Eighty Four	
27	Item 252 – Full Depth Pavement Sawing	35	FT	\$ 14	\$ 490	Four hundred Ninety	
28	Item 301 – Asphalt Concrete Base, PG64-22, (449)	14	CY	\$ 559	\$ 7,826	Seven thousand Eight hundred Twenty Six	
29	Item 304 – Aggregate Base	17	CY	\$ 119	\$ 2,023	Two thousand Twenty three	
30	Item 407 – Tack Coat	14	GAL	\$ 29.50	\$ 413	Four hundred Thirteen	

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BASE BID							
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words	
31	Item 441 – Asphalt Concrete Surface Course, Type 1, (449), PG64-22	4	CY	\$ 853	\$ 3,412	Three Thousand Four Hundred Twelve	
32	Item 441 – Asphalt Concrete Intermediate Course, Type 1, (449)	5	CY	\$ 853	\$ 4,265	Four thousand Two Hundred Sixty Five	
33	Item 609 – Curb, Type 6	119	FT	\$ 55	\$ 6,545	Six Thousand Five Hundred Forty Five	
34	Item 626 – Barrier Reflector, Type 2 (Bi-Directional)	6	EACH	\$ 23.5	\$ 141	One Hundred Forty One	
35	Item 630 – Ground Mounted Support, No. 2 Post	50	FT	\$ 22.5	\$ 1,125	One thousand one Hundred Twenty Five	
36	Item 630 – Sign Post Reflector	4	EACH	\$ 53	\$ 212	two hundred twelve	
37	Item 630 – Sign, Flat Sheet	16	SF	\$ 29	\$ 464	Four Hundred Sixty Four	
38	Item 630 – Removal of Ground Mounted Sign and Disposal	1	EACH	\$ 17	\$ 17	Seventeen Dollars	
39	Item 630 – Removal of Ground Mounted Post Support and Disposal	2	EACH	\$ 23.50	\$ 47	Forty Seven Dollars	
40	Item 202 – Structure Removed	1	LS	\$ 6,887	\$ 6,887	Six thousand Eight Hundred Eighty Seven	

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
41	Item 203 – Embankment	25	CY	\$ 40	\$ 1,000	one thousand Dollars
42	Item 503 – Cofferdams and Excavation Bracing	1	LS	\$ 4,224	\$ 4,224	Four thousand Two hundred Twenty Four
43	Item 503 – Unclassified Excavation	1	LS	\$ 2,000	\$ 2,000	Two Thousand Dollars
44	Item 509 – Epoxy Coated Steel Reinforcement	4,542	LB	\$.01	\$ 45.42	Forty Five Dollars Forty two cents
45	Item 511 – Class QC1 Concrete, Retaining/Wingwall Not Including Footing, As Per Plan	14	CY	\$ 4,500	\$ 63,000	Sixty Three Thousand
46	Item 511 – Class QC1 Concrete, Footing	32	CY	\$ 310	\$ 9,920	Nine thousand Nine hundred Twenty
47	Item 512 – Sealing of Concrete Surfaces (Epoxy-Urethane)	51	SY	\$ 45	\$ 2,295	Two thousand Two hundred Ninety Five
48	Item 512 – Type 2 Waterproofing	130	SY	\$ 3.50	\$ 455	Four hundred Fifty Five
49	Item 516 – 1" Preformed Expansion Joint Filler	34	SF	\$ 20	\$ 680	Six hundred Eighty
50	Item 518 – Porous Backfill with Geotextile Fabric	12	CY	\$ 125	\$ 1,500	one thousand Five Hundred

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
51	Item 601 – Rock Channel Protection, Type C with Geotextile Fabric	42	CY	\$ 204	\$ 8,568	Eight thousand Five hundred Sixty Eight
52	Item 611 – 9' X 6' Conduit, Type A, 706.05	39	FT	\$ 1,243	\$ 48,477	Forty Eight thousand Four hundred Seventy Seven
53	Item 616 – Water	5	MGAL	\$ 1	\$ 5	Five Dollars
54	Item 614 – Maintaining Traffic	1	LS	\$ 1,829	\$ 1,829	One thousand Eight hundred Twenty Nine
55	Item 623 – Construction Layout Stakes	1	LS	\$ 4,705	\$ 4,705	Four thousand Seven hundred Five
56	Item 624 – Mobilization	1	LS	\$ 39,258	\$ 39,258	Thirty nine Thousand Two hundred Fifty Eight
				Base Bid Total	\$ 298,358.82	Two hundred ninety Eight thousand three hundred Fifty Eight, eighty two cents

Base Bid in Words

Two hundred Ninety Eight Thousand Three Hundred

Fifty Eight Dollars, Eighty Two Cents



**ADDENDUM No. 2
to
BID DOCUMENTS
for
Village of Geneva-On-The-Lake
Shadowbrook Drive Culvert Replacement**

Ashtabula County, Ohio

July 14, 2025

- A. The original bidding documents for the above referenced project are hereby amended as noted in Addendum No. 2.
- B. This Addendum supersedes and takes precedence over information provided prior to the date of this Addendum.
- C. Bidders shall verify and acknowledge receipt of this Addendum on the Bid Form provided. Failure to acknowledge the Addendum may subject the bidder to disqualification.
- D. Any substitutions to be found not in compliance with the Instructions to Bidders, Project Manual and Drawing Set shall be rejected.
- E. This Addendum includes the following:
 - a. Addendum No. 2: 1 page
 - b. Contract Form of Proposal – FP-2 – 1 page

Clarifications:

- 1. Contract Form of Proposal – FP-2
 - 1. Removed the \$1.00 pre-assigned unit price for Reference No. 20. The bidder is permitted to enter a unit price for the work included for Reference No. 20 – Item 602 – Concrete Masonry.

END OF ADDENDUM NO. 2

Two handwritten signatures in black ink are located at the bottom left of the page. The first signature is a cursive-style name, and the second is a more stylized, blocky signature.

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BID SUMMARY

Total Base Bid: \$ 298,358.82

Two hundred Ninety Eight thousand
(Words) Three Hundred Fifty Eight,
Eighty Two cents

***** PLEASE INITIAL AND ACKNOWLEDGE RECEIPT OF ADDENDA*****

Addendum No.	Initial:	Addendum No.:	Initial:
<u>1</u>	<u>JK</u>	<u> </u>	<u> </u>
<u>2</u>	<u>JK</u>	<u> </u>	<u> </u>

The undersigned further agrees to commence work within ten (10) days from the date of Notice to Proceed from the Owner that such work can be started, and to proceed with all possible energy and dispatch in giving preference to such portions of the work as the Owner may require, in order to comply with all of the terms of the Contract within agreed time frame. Failure to complete this work within the agreed time frame, including any interim completion dates, shall require the contractor to forfeit and pay liquidated damages to the owner in the amount specified per day for each day beyond the stipulated time.

(Signature in writing of the bidder or bidders or authorized officer or agent with business address.)

Witness SJ

Date 7/15/2025

Troy Kattrell
Authorized Signature

7/15/2025
Date

Name Troy Kattrell

Title President

Address 6624 Sodom Hutchings Rd.

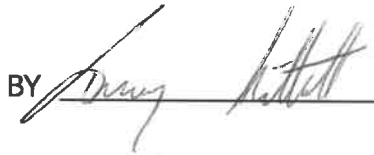
Girard OH 44420

CONTRACT RETAINAGE

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The CONTRACTOR TV Excavating (name),
being fully advised of Section 153.63 of the Ohio Revised Codes, and the rights that said
Sections vest, hereby agrees that the funds retained pursuant to Section 153.12 of the Ohio
Revised Code shall not be deposited in an Escrow Account, but shall remain with the OWNER.
It is further agreed that the OWNER shall not be liable for any interest provided for by said
status on said funds.

This 15th day of July, 20 25

BY 

Name Tray Kittrell

Title President

BID GUARANTEE AND CONTRACT BOND
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

(Section 153.571 Ohio Revised Code)
(Used if 10% Bid Guaranty Check is not Submitted)

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

TK Excavating & Grading, LLC 6624 Sodam Hutchings Rd, Girard, OH, 44420
(Name and Address)

as Principal _____

Lexington National Insurance Corporation

(Name of Surety)

as Surety, are hereby held and firmly bound unto the _____

Village of Geneva-on-the-Lake

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on 7.16.2025

to undertake the project known as: SHADOWBROOK DRIVE CULVERT REPLACEMENT

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

Two Hundred Ninety Eight Thousand Dollars (\$298,358.82

Three Hundred Fifty Eight, Eighty Two cents

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, 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.

BID GUARANTEE AND CONTRACT BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid on the above referred project:

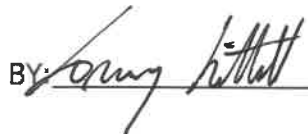
NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty 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 bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the work or to the specifications.

PRINCIPAL

TK Excavating & Grading, LLC

BY: 

TITLE: President

Lexington National Insurance Corporation

SURETY COMPANY ADDRESS

11426 York Road, 2nd Floor
Street

Cockeysville, MD, 21030
City, State, Zip

BID GUARANTEE AND CONTRACT BOND
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BY: 
Attorney-in-Fact Keith A. Miller

SURETY AGENT'S ADDRESS

L. Calvin Jones & Co., LLC
Agency Name

3744 Starr Center Drive
Street

Canfield, Ohio 44406
City, State, Zip

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/10/2025

Effective 04/02/2025

Expires 04/01/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LEXINGTON NATIONAL INSURANCE CORPORATION

of Florida is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity

Other Liability

Surety

LEXINGTON NATIONAL INSURANCE CORPORATION certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of \$149,044,666, liabilities in the amount of \$125,997,088, and surplus of at least \$23,047,578.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Keith Miller, Christopher Howard

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, Chief Executive Officer



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.


Lisa R. Slater, Secretary

Attached to bond signed this 16th day of July, 2025

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. BOX 6098 -- LUTHERVILLE, MD 21094

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2024

ASSETS

Bonds (Amortized Value)	\$8,268,521
Common Stocks (Market Value)	4,473,985
Mortgage Loans on Real Estate	6,440,985
Real Estate - Properties held for sale	- 0 -
Cash & Bank Deposits	22,595,167
Unpaid Premiums & Assumed Balances	1,770,033
Net Deferred Tax Asset	363,138
Receivable for parent	52,719
Electronic Data Processing Software	93,886
Interest & Dividends Due and Accrued	85,802
Funds Held in Escrow Accounts	104,900,430
TOTAL ASSETS	<u>\$149,044,666</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses net as to reinsurance ceded and incurred but not reported losses)	\$1,348,000
Commissions Payable	145,510
Other Expenses (Excluding taxes, licenses and fees)	281,968
Taxes, Licenses & Fees (Excluding Federal Income Tax)	307,968
Current Federal Income Taxes	78,019
Unearned Premiums	14,388,809
Advance Premiums	354,067
Reinsurance Payable	465,117
Provision for reinsurance	292,389
Payable To Parent	182,604
Deferred Ceded Commission	2,501,216
Accounts Withheld by Company for Account of Others	105,651,421

TOTAL LIABILITIES **\$125,997,088**

Common Capital Stock	3,483,940
Gross Paid-in & Contributed Surplus	- 0 -
Unassigned Funds (Surplus)	19,967,830
Treasury Stock	(404,192)

Surplus as Regards Policyholders **23,047,578**

TOTAL LIABILITIES, SURPLUS & OTHER FUNDS **\$149,044,666**

I, Kim Marzullo, Vice President of Lexington National Insurance Corporation, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2024, as reflected by its books and records and as reported in its statement on file with the Office of Insurance Regulation of the State of Florida.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company seal this 5th day of March 2025

LEXINGTON NATIONAL INSURANCE CORPORATION

Kim Marzullo

Kim Marzullo, Vice President

NON – COLLUSION AFFIDAVIT

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

This affidavit shall be filled out and executed by the bidder; if the bid is made by a corporation, then this shall be completed by the properly authorized agent.

The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affiant". The affiant's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Affiant". The affiant should sign their neither individual name at the end, not partnership nor corporation name, and swear to said affidavit before a Notary Public, who must attach their seal.

STATE OF Ohio COUNTY OF Trumbull

Troy Kittrell
(Name of Affiant)

being duly sworn, do depose and say that

Troy Kittrell
(Affiant)

resides at 6624 Sodom Hutchings Rd. Girard OH 44420

and that TL Excavating, ~~FX~~ DD MACHILL Construction
Lake Erie Construction, Fraser Video, DLZ Survey, ARL
(Give names of all persons, firms or corporations interested in this bid)

is or are the only person interested in the profits of any Contract which may result from the herein contained proposal; that the said proposal is made without any connection or interests in the profits thereof with any other person making any other bid or proposal for said work; that the said proposal in all respects fair, and without collusion or fraud; and also that no, employee therein or any officer representing the Owner, is directly or indirectly interested therein; and that all the statements made in this proposal are true.

Subscribed and sworn to this 15th day July before me

Troy Kittrell
Troy Kittrell

SJ Samantha Keeley
Notary Public



AFFIDAVIT

**Required of
Successful Bidder**

Ohio Revised Code 5719.042

STATE OF OHIO COUNTY)
) **SS**
OF ASHTABULA)

Before me, a Notary Public, in and for said county, personally appeared
Troy Kattell, Contractor(s) who being duly sworn depose(s) and
say(s) as follows:

"At the time the bid for this Contractor was submitted herein the
Contractor – Company was charged with the following delinquent
Personal Property Taxes in Ashtabula County, Ohio".

Amount of Delinquency

\$ 0

Unpaid Int. & Penalties

\$ 0

(If none, please indicate)

TK Excavating
Troy Kattell **Contractor**

Sworn to before me and signed in my presence this 15th day of
July, 2025.

SJ
Notary Public
My Commission Expires 7/1/2029



BIDDER'S AFFIDAVIT: FOREIGN CORPORATION*
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The undersign certifies that _____ is a foreign corporation
incorporated in the State of _____, whose principal
place of business is and is required to obtain authorization to transact business in the State of
Ohio.

N/A

The undersigned bidder further certifies that said authorization has been obtained and is in
effect and the bidder has a designated statutory agent upon whom process against bidder
corporation may be served within the State of Ohio. The designated statutory agent is

(name and address)

Process served upon the designated statutory agent named above shall be effective service,
unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a
change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the
authorized bid signatory, notarized and submitted with the bid.

*Any corporation that is not incorporated in the State of Ohio is a foreign corporation.

SUBCONTRACTOR LIST

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The Subcontractor list on this page shall be completed by each bidder. If awarded the Contract, the Contractor shall be held to the listing as submitted, when approved by the Village of Geneva-on-the-Lake.

If the bidder is not subcontracting the item, write in "Self". (The bidder is cautioned in the use of Subcontractors to in regard the "Bidders Qualifications" hereinafter). Additional sheets may be submitted, supplementing the above information and elaborating on the method used to handle this project.

SUBCONTRACT		NAME, ADDRESS AND PHONE NO. OF SUBCONTRACTOR
A.	Asphalt	DD Mitchell Construction 3655 Lane Rd. Perry, OH 44081 440-357-1840
B.	Guardrail, Signs	Lake Eric Construction 25 S. Norwalk Rd. Norwalk, OH 44857 419-668-3302
C.	Pre-Con Video	Fraser Video 35353 Curtis Blvd. Eastlake OH 44095 440-331-3558
D.	Band Survey	DLZ Survey 4208 Prospect Ave. Cleveland OH 44103 216-771-1090
E.	Maintenance of Traffic	ARL 2661 North Barber Rd. Norton OH 44203 330-659-7013
F.		

MATERIAL AND EQUIPMENT LIST

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The material and equipment list on this page shall be completed by each bidder. It is the intent of this listing that the Contractor should list specifically, the component parts and accessories which this Contractor proposes to furnish and which is not of this Contractors own manufacture. This listing shall include the following items:

Item No.	Item	Supplier/Manufacture and Type/Size
25/26	Catch Basin	Mack Industries
21-24	Pipe	Ferguson

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/23)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Ohio Rev. Code Chapter 4115 and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the Prime Contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address: <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>.

The Prime Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Prime Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Prime Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with Ohio Rev. Code § 4115.05, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Prime Contractor or subcontractor and the employee and kept in the Prime Contractor's or subcontractor's payroll files.

The Prime Contractor shall submit to the Prevailing Wage Coordinator, certified payrolls for Prime Contractor and all subcontractors on form WHPW-1512 or equivalent, in accordance with Ohio Rev. Code Sections 4115.07 and 4115.071(C), three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Prime Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with Ohio Rev. Code § 4115.07 stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in Ohio Rev. Code Chapter 4115 are strictly adhered to by all subcontractors.

The Prime Contractor and all subcontractors shall make all its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Prime Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Rev. Code § 9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Prime Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Rev. Code §153.54, the Prime Contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

The Prime Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided Ohio Rev. Code Sections 102.03 and 102.04.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Ohio Department of Development prior to execution of a construction contract.

See <https://development.ohio.gov/business/construction-compliance/certificate-of-compliance> for steps for Certificate of Compliance submittal.

>>> Does this bidder have a valid Certificate of Compliance? ☒ Yes ☐ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ☒ Yes ☐ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Contractors and subcontractors with (a) 50 or more employees and a state contract of \$50,000 or more or (b) where a contractor's or subcontractor's state contract exceeds an estimated total cost of \$500,000 and the project is in a geographic area, regardless of the number employees, shall establish an affirmative action program. Chapters 123:2-3 through 123:2-11 of the Ohio Administrative Code requires contractors and subcontractors to implement the following: policies and procedures to maintain a working environment free of discrimination, harassment, intimidation, and coercion; state percentage goals for minorities by trade and by geographic area as well as a 6.9% goal for women statewide in the trades during the performance of a state contracts; and good faith efforts to recruit, hire, and maintain minorities and women.

>>> Has the contractor and subcontractor bidder developed an affirmative action program in conformity with Ohio Adm. Code 123:2-3-04 prior to the bid opening? ☒ Yes ☐ No

>>> If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this

covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law.

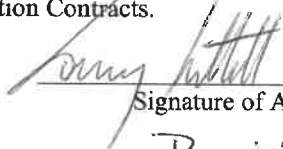
If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the Department of Development issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party because of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? X Yes No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.



Signature of Authorized Officer 7/15/28 Date

President

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Ohio Rev. Code Chapter 153 by an owner referred to in Ohio Rev. Code § 153.01. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

	AKRON		CINCINNATI		CLEVELAND	
			<u>Trade</u>		<u>Trade</u>	
All Trades		10%	Asbestos Workers	9%	Asbestos Workers	17%
			Boilermakers	9 %	Boilermakers	10%
	COLUMBUS		Carpenters	10%	Carpenters	16%
All Trades		10%	Elevator Constructors	11%	Electricians	20%
			Floor Layers	10%	Elevator Constructors	20%
			Glaziers	10%	Floor Layers	11%
	DAYTON		Lathers	10%	Glaziers	17%
All Trades		11%	Marble, Tile, Terrazzo	8%	Ironworkers	13%
			Millwright	10%	Operating Engineers	17%
			Operating Engineers	11%	Painters	17%
	TOLEDO		Painters	11%	Pipefitters	17%
All Trades		9%	Pipefitters	11%	Plasterers	20%
			Plasterers	10%	Plumbers	17%
			Plumbers	11%	Roofers	17%
	YOUNGSTOWN		Sheet Metal Workers	11%	Other Trades	17%
All Trades		9%	Other Trades	11%		

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.

8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the workforce.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

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

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

Compliance Status: No State Contractor's compliance status shall be judged alone by whether he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

- (A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.
- (B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Equal Employment Opportunity Executive Order 11246 dated 9/24/65, as amended Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

2. Minority Business Enterprise (MBE)/Encouraging Diversity, Growth & Equity (EDGE) Unit (Ohio Department of Administrative Services):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract (in excess of \$100,000) is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of

the Regulations, including employment practices.

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

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Ashtabula County, Ohio and the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Ashtabula County, Ohio and the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Ashtabula County to enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by Ashtabula County, Ohio, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990, as amended:

The contractor shall comply with the Americans with Disabilities Act of 1990 [ADA], including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and Ashtabula County, Ohio records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of three (3) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the three-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the three-year period, whichever is later.

(2) Records of nonexpendable property acquired with federal funds shall be retained for three years after final disposition of such property.

(3) When records are transferred to or maintained by the federal sponsoring agency, the three-year retention required is not applicable to Ashtabula County, Ohio.

B. The three-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the United States Department of Housing and Urban Development.

C. Ashtabula County, Ohio, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of Ashtabula County, Ohio and sub-grantees to make audits, examinations, excerpts and transcripts.

D. Unless otherwise required by law, the United States Department of Housing and Urban Development, shall not place restrictions upon Ashtabula County, Ohio that will limit public access to the records of Ashtabula County, Ohio that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of Ashtabula County, Ohio shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of Ashtabula County, Ohio, any designated public agency or any sub-recipient agency that is receiving CDBG funds from Ashtabula County, Ohio;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by Ashtabula County, Ohio's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, Ashtabula County, Ohio may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to Ashtabula County, Ohio under this contract, or if the contractor shall violate any of the conditions of this contract. Ashtabula County, Ohio shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, Ashtabula County, Ohio shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then Ashtabula County, Ohio shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then Ashtabula County, Ohio may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by Ashtabula County, Ohio and allowances for corrective actions specified in Paragraph 14 above, Ashtabula County, Ohio shall thereupon

have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of Ashtabula County, Ohio, become the property of Ashtabula County, Ohio and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes Ashtabula County, Ohio's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

Ashtabula County, Ohio may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by Ashtabula County, Ohio as provided herein, Ashtabula County, Ohio agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by Ashtabula County, Ohio. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of Ashtabula County, Ohio, become the property of Ashtabula County, Ohio and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with Ashtabula County, Ohio.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of Ashtabula County, Ohio. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as Ashtabula County, Ohio may require, shall furnish Ashtabula County, Ohio such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by Ashtabula County, Ohio in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by Ashtabula County, Ohio to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to Ashtabula County, Ohio or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The United States Department of Housing and Urban Development and Ashtabula County, Ohio shall possess all rights to invention or discovery, reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, regarding copyrights as well as rights in data which may arise as a result of the contractor's services.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if Ashtabula County, Ohio receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted within ten (10) days after contract execution. In order for Ashtabula County, Ohio to comply with this federal requirement, Ashtabula County, Ohio will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish Ashtabula County, Ohio a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and Ashtabula County, Ohio. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide Ashtabula County, Ohio with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship,

partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act for housing rehabilitation projects with 8 or more units and all other construction contracts in excess of \$2,000

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by Ashtabula County, Ohio and sub-grantees of Ashtabula County, Ohio.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by Ashtabula County, Ohio and sub-grantees of Ashtabula County, Ohio, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$150,000):

In carrying out this agreement, the contractor agrees to comply with all of the applicable standards, orders or regulations pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended applicable to contracts and subgrants of amounts in excess of \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

30. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

THIS AGREEMENT, made and entered into this 21st day of August in the year Two Thousand and Twenty-Five, by and between the VILLAGE OF GENEVA-ON-THE-LAKE, OHIO, hereinafter called the "Party of the First Part" or "First Party" and TK Excavating of the City of Gerard, County of Trumbull, and State of Ohio, hereinafter called the "Party of the Second Part" or the "Contractor".

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree with the said Party of the First Part for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at

_____ contractor own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and substantial workmanlike manner the design, construction, testing, completion, and supervision to complete delivery to the First Party as herein specified or required for the completion of the Contract, all in accordance with the plans on file in the office at the First Party, also in accordance with the specifications for this Contract as herein set forth, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

The project includes the replacement of an existing 84" metal pipe culvert over a tributary of Cowles Creek on Shadowbrook Drive with a 9 foot by 6 foot concrete box culvert.

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the First Party.

Article 2: The Party of the First Part agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the Project Manual and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

Two Hundred Ninety-Eight Thousand Three Hundred Fifty-Eight Dollars and Eighty-Two Cents

(\$298,358.82)

The total contract sum of \$298,358.82 of which the CDBG recipient is responsible to pay an amount not to exceed \$109,800.00 from the "Ashtabula County Community Development Block Grant (CDBG)" of the total contracted amount.

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the Party of the First Part may avail itself of any or all remedies provided in that behalf of the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Agreement that the provisions contained in the Information For and Instruction to Bidders, in the Proposal, in the Specifications, Bid Manual, Notice of Award, Notice to Proceed, Evidence of Insurance, Workman's Compensation Certificate, Addenda, General and Special Conditions, Legal Notice, Affidavits and in the drawings shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as the Contract.

Name and Address of each person, firm or company interested in the Contract:

TK Excavating & Grading, LLC

6624 Sodom Hutchings Road, Girard, Ohio 44420

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

The Village of Geneva-on-the-Lake, Ohio

Kaitlin S. Lach 8/21/2025
Witness Signature Date

by: Jessi Spurlock
Jessi Spurlock, Deputy Administrator

KAITLIN S. LACH
(Print Name)

21 August 2025
Date

[Signature]
Witness Signature

8/21/2025
Date

Jonathan Roberts
(Print Name)

Address for Notification of Owner:
Village of Geneva-on-the-Lake
Jessi Spurlock, Deputy Administrator
4929 South Warner Drive
Geneva-on-the-Lake, Ohio 44041

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The CONTRACTOR:
TK Excavating & Grading, LLC
6624 Sodom Hutchings Road
Girard, Ohio 44420

SJ

Witness Signature

Troy Kittrell

Officer's Signature

Samantha Keelay

(Print Name)

Troy Kittrell

(Print Name)

Secretary

Title

President

Title

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act on behalf of the corporation.)

The ASHTABULA COUNTY COMMISSIONERS – CDBG Recipient:

Signature

(Print Name)

Title

(To be executed in triplicate.)

VILLAGE OF GENEVA-ON-THE-LAKE
SHADOWBROOK DRIVE CULVERT REPLACEMENT
ASHTABULA COUNTY, OHIO

Volume I – Bid Documents

Village Officials

Dwayne Bennett, Sr., Mayor
Jessi Spurlock, Deputy Administrator
Sean Ratican, Fiscal Officer

Council Members

Matt Caudill, President of Council
P.J. Macchia
Cynthia Dudeck
BJ McMullan
Shawn Fischbach
Ryan Colby

June 2025

Prepared by:



100 Federal East, Suite 200
Youngstown, Ohio 44503

INDEX

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Volume I – Bid Documents

Legal Notice	LN-1
Information for and Instructions to Bidders	IB-1 thru IB-9
Bidders Qualifications	BQ-1 thru BQ-3
Corporate Resolution.....	CN-1
Prices to Include	PI-1
Form of Proposal (including signature sheet and addenda)	FP-1 thru FP-7
Contract Retainage	CR-1
Bid Guarantee and Contract Bond (combined bond).....	BG-1 thru BG-3
Bid Bond Form (check bond)	B-1
Non-Collusion Affidavit	NC-1
Tax Affidavit	TAX-1
Foreign Corporation Affidavit	FC-1
Subcontractor List.....	SUB-1
Material and Equipment List	ME-1
OPWC Bid Requirements	Pages 1 to 10
CDBG Contract Provisions	Pages 1 to 11

Volume II – Contract Documents

Notice of Award	NA-1
Legal and Fiscal Officer's Statement	LF-1
Contract	C-1 thru C-3
Performance Bond.....	PB-1
Construction Payment Bond	CP-1 thru CP-3
Notice To Proceed	NP-1
Public Improvement Notice	PN-1
Contractor Submittal List.....	SL-1
Maintenance Bond	MB-1
Waiver of Lien.....	WL-1
Equal Employment Opportunity	EEO-1 to EEO-2
Labor Standards & Prevailing Wage	LS-1 to LS-4
Change Order Form	CO-1
General Conditions	GC-1 thru GC-33
Special Conditions	SC-1 thru SC-13
HUD-4010 Fed. Labor Standards Provisions.....	Pages 1 to 10
Certificate of Compliance with Labor Standard Provisions.....	Page 1
Utility Note	Pages 1 to 3
Davis Bacon Wage Rates	

LEGAL NOTICE

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Sealed bids will be received at the Village of Geneva-on-the-Lake, 4929 South Warner Drive, Geneva-on-the-Lake, Ohio 44041, up to the hour of 11:00 A.M., local time on the 16th of July, 2025 and read publicly thereafter, by Village representatives and GPD Group, for the following:

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The project includes the replacement of an existing 84" metal pipe culvert over a tributary of Cowles Creek on Shadowbrook Drive with a 9 foot by 6 foot concrete box culvert.

The contract documents, including plans and specifications are available for purchase from Roller Reprographic Services, Inc. 11907 Market St., North Lima, Ohio 44452, Phone: 330-549-0377, Andraea Hazel, Email: prints@rollerreprographics.com at a non-refundable cost per set, plus shipping, if requested. Please call Roller Reprographics, Inc. for more information regarding cost per set. Contractors must be registered plan holders to be considered eligible for bidding.

Each Bidder must furnish a Bid Bond, signed by a Surety Company authorized to do business in the State of Ohio in the sum of one hundred percent (100%) of the amount bid, or a Certified Check, Cashier's Check or Letter of Credit revocable only by the Village of Geneva-on-the-Lake equal to ten percent (10%) of the amount bid. Such Bid Bond or Check is a guarantee that if the bid is accepted, a contract will be entered into and the performance of it properly secured by a performance and payment bond in the amount of one hundred percent (100%) of the contract in accordance with the provisions of Ohio Revised Code Section 153.54.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed in **60 calendar days** from the notice to proceed.

No bidder shall be considered a competent and responsible bidder or eligible to be awarded the contract to which this Notice applies, if the bidder is listed on the Auditor of State's database as having a "Finding of Recovery" as that term is defined in O.R.C. 9.24.

Bids shall be submitted on forms provided and shall state the Unit Price or Lump Sum as indicated by the blanks provided; therefore, and shall be enclosed in a sealed envelope marked on the outside "SHADOWBROOK DRIVE CULVERT REPLACEMENT" with the contractor's name, address, phone number, email address and contact name. The Village of Geneva-on-the-Lake reserves the right to reject any or all bids and to waive any formalities or irregularities in bidding.

All contractors and sub-contractors involved with the project will, to the extent practicable, use Ohio 2 products, materials, services, and labor in the implementation of their project. Additionally, Domestic Steel Use Requirements, as specified in Section 153.01 of the Ohio Revised Code apply to this project. Copies of Section 153.01 of the Revised Code can be obtained from any office of the Department of Administrative Services. Contractors and Sub-Contractors shall be required to comply with Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, The Governor's Executive Order of 1972 and the Governor's Executive Order 84-9.

This project is subject to the requirements of the Affirmative Action in Employment, Presidential Order 11246 "Equal Employment Opportunity" as amended and as supplemented in Department of Labor regulations 41 CFR 60, title VI of the Civil Rights Act of 1964, Section 3 of the Housing and Community Development Act of 1968, Section 109 of the Housing and Community Development Act of 1974, The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5) and Davis Bacon and Related Acts requiring the payment of federal prevailing wages.

This project is subject to compliance with the Clean Air Act Section 306 and the Clean Water Act Section 508. All standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act must be followed. The contractor must comply with all applicable requirements.

Attention is directed to all Bidders that a "Non-Collusion Affidavit" must be signed. The successful Bidder must sign a statement concerning Personal Property Taxes, in accordance with Ohio Revised Code, Section 5719.042.

Jessi Spurlock, Village of Geneva-on-the-Lake Deputy Administrator
Advertised June 27, 2025, July 4, 2025

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

INDEX

SECTION	1	Site Visit	IB-1
	2	General.....	IB-1
	3	Technical Division of Specifications	IB-1
	4	Proposals	IB-1
	5	Affidavits	IB-2
	6	Bid Guaranty and Bonds.....	IB-2
	7	Changes during Bidding	IB-2
	8	Certificate of Appropriations	IB-3
	9	Comparison of Proposals and Basis of Award	IB-3
	10	Notice of Award and Contract.....	IB-4
	11	Subcontractors List and Other Manufacturers	IB-6
	12	Notice to Proceed	IB-6
	13	Documents	IB-6
	14	Construction Start and Time of Completion.....	IB-7
	15	Liquidated Damages.....	IB-7
	16	Bidders Qualification	IB-7
	17	Standards and Substitutions	IB-8
	18	Wages	IB-8
	19	Payment	IB-8
	20	Warranty.....	IB-8
	21	Equal Employment Opportunities	IB-8
	22	Insurance	IB-8
	23	Inspection.....	IB-9
	24	Agency Drawing Approval	IB-9
	25	Contractor License.....	IB-9
	26	Project Management.....	IB-9
	27	Special Conditions	IB-9
	28	Testing	IB-9
	29	Waiver of Lien.....	IB-9

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Note: The information and requirements set forth in "Information for and Instructions to Bidders" are neither inclusive nor exclusive and a bidder shall not claim lack of notice because information or requirements are stated in the body of the Contract or specifications and not included herein.

Information as to time and place of receiving proposals, the requirements of the bidders' bid bond or certified check, the methods of obtaining Contract Documents and other pertinent facts is given in the Legal Notice for Bids bound herein.

1. SITE VISIT

All bidders shall visit the site or contact the design engineer for the purpose of reviewing the conditions and to resolve any questions in the bid documents.

2. GENERAL

- a) Each bidder shall review the "Information for and Instructions to Bidders" general conditions, specifications, drawings and addenda in order to assume the responsibility of complying with all requirements.
- b) Each bidder shall visit the site to become familiar with existing conditions and the limitations and peculiarities under which this work will be performed. Failure to make this examination of the site will in no way relieve any Contractor from the necessity of furnishing materials or performing labor necessary and required to complete the work with the true intent of the drawings and specifications. No adjustments in the Contract will be made based on insufficient data or incorrect assumptions in regard to the nature, conditions or character of this work to be done under this Contract.
- c) The Contractor shall assume all risks resulting from any damages and claims, which may arise from this Contract and shall "hold harmless" the Owner and Engineer from such claims and damages.

3. TECHNICAL DIVISION OF SPECIFICATIONS

Unless otherwise noted, construction materials and methods shall comply with the latest edition of the Ohio Department of Transportation (ODOT) Construction and Material Specifications or the Village of Geneva-on-the-Lake's standards as noted in the plans and proposal.

4. PROPOSALS

Sealed proposals for this work will be received at the location, date, and local time set in the Legal Notice. Each proposal must contain the full name of the party or parties making the proposal and of all persons interested therein.

No withdrawal or modification of the proposal will be permitted after it has been submitted.

Prices shall be entered in the spaces provided in the Form of Proposal.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Failure to have performed satisfactorily any Contract previously awarded to the bidder by the Owner is considered sufficient cause for the rejection of the bid. Persons bidding for the first time must submit written documentation proving sufficient financial and performance capabilities.

The proposal, with all papers contained therein, must be deposited unmutated and without any change in the items or conditions which are stipulated in the proposal. This requirement shall not operate to debar a bidder from filing with the submitted proposal a separate statement of any desired effect, which statement will be considered on its merits. Exceptions must be listed separately and will be evaluated as such.

Signature to Proposal - If the bid is made by a firm or partnership, the name and place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing shall state under the laws of what state the corporation was chartered and the same and title of officer, or officers, having authority under the by-laws or regulations to sign contracts. Anyone signing a proposal as agent must file with it legal evidence of authority to do so.

5. AFFIDAVITS

Each bidder who is a foreign corporation, that is, a corporation not chartered in Ohio but licensed to do business in Ohio, is required to submit with the bid an affidavit duly executed by an authorized officer of the corporation stating that said corporation has, in accordance with the Provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

Each bid shall be accompanied by a properly executed non-collusion affidavit using the form provided in the documents.

6. BID GUARANTY AND BONDS

A Bid Guarantee Bond, a Contract Bond (Performance Bond), a Payment Bond and Maintenance Bond will be required by the Village. Maintenance Bond shall be in the amount of 100% of the final Contract amount.

7. CHANGES DURING BIDDING

During the bidding period, bidders may be furnished an addendum for changes, interpretation, or alterations of the plans and specifications. These changes or corrections if any, shall be included in the work covered by the bid and shall become a part of the Contract Documents.

If any prospective bidder is in doubt as to the true meaning of any part of the plans or specifications or any other Contract Documents, the bidder may submit to the ENGINEER (GPD Group, Chris Tolnar) a written request for an interpretation at ctolnar@gpdgroup.com.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Any interpretation of the plans and specifications or Contract Documents will be made by addenda, copies of which will be emailed to each prospective bidder who has obtained a copy of the Contract Documents.

The Owner will not be responsible for any other interpretation. Failure of the bidder to receive any addenda or interpretations shall not relieve the bidder of any responsibility, as all such addenda shall be on file in the office of GPD Group. Bidders must confirm that they have received all addenda prior to submitting their bid. No addenda shall be issued within the last seventy-two (72) hours immediately preceding the bid due date and time, excluding Saturdays, Sundays, and legal holidays.

8. CERTIFICATE OF APPROPRIATIONS

The Contract, or any agreement subsidiary thereto, shall not be binding or of any force unless the Owner shall endorse thereon a certificate that there remains unexpended or in the process of collection and unapplied, an appropriation or fund applicable thereto and sufficient to pay the estimated expenses of completing this Contract or subsidiary agreement, as certified by the officers making the same.

9. COMPARISON OF PROPOSALS AND BASIS OF AWARD

9.1 The award will be based on a comparison of the relative merits of each offering. The Owner reserves the explicit right to select the successful bidder on the basis of the lowest and best bid considering the pertinent factors. Each bidder is invited to include with the proposal such additional information or data as the bidder may desire to substantiate the quality and merits of the offering. "Front loading" or unbalanced bids may be rejected.

9.2 Disqualification of Bidders, The Owner will declare a Bid non-responsive and ineligible for award when any of the following occur:

- A. The Bidder lacks sufficient prequalification work types or dollars to be eligible for award.
- B. The Bidder fails to furnish the required Proposal Guaranty in the proper form and amount.
- C. The Bid contains unauthorized alterations or omissions.
- D. The Bid contains conditions or qualifications not provided for in the Bid Documents.
- E. The Proposal is not prepared as specified.
- F. A single entity, under the same name or different names, or affiliated entities submits more than one Bid for the same Project.
- G. The Bidder fails to submit a unit price for each contract item listed, except for lump sum items where the Bidder may show a price in the "Bid Amount" column for that item.
- H. The Bidder fails to submit a lump sum price where required.
- I. NOT USED
- J. The Bidder is debarred from submitting Bids.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- K. The Bidder has defaulted, has had a Contract terminated for cause by the Owner, has either agreed not to Bid or has had debarment proceedings initiated against the Bidder's company and/or its key personnel.
- L. The Bidder submits its Bid or Proposal Guaranty on forms other than those provided by the Owner.
- M. The Bidder fails to properly complete the supplemental questionnaire section of the Expedite file.
- N. The Bidder submits a Materially Unbalanced Bid as defined by the 2023 ODOT Construction and Material Specification 102.08.
- O. The Bidder fails to acknowledge addenda.
- P. The Owner finds evidence of collusion.
- Q. Any other omission, error, or act that, in the judgment of the Owner, renders the Bidder's bid non-responsive.

10. NOTICE OF AWARD AND CONTRACT

It is anticipated the award and execution will be made within ten (10) days of receipt of funding from OPWC. See Section 14, "Time of Completion".

10.1 Consideration of Proposals

After opening and announcing the Bids, the Owner will compare the Bidders' proposed prices. The proposed price is the summation of the products of the estimated quantities shown in the Proposal and the unit Bid prices. If the amount shown for the proposed product differs from the actual product of the unit Bid price and the estimated quantity, then the actual product will govern. The Owner may reject any or all Bids, waive technicalities, or advertise for new Bids without liability to the Owner.

10.2 Award of Contract

The Owner will award a Contract or reject Bids within 10 days after Bid opening. The Owner will mail a letter to the address on the Bid notifying the successful Bidder of Bid acceptance and Contract award. The Owner will award to the lowest competent and responsible bidder. The Owner will not award a Contract until it completes an investigation of the apparent low Bidder. If the Owner's estimate for the cost of the improvement is not confidential, the Owner will not award a Contract for an amount greater than 10 percent (10%) more than the Owner's estimate. If the Owner's estimate is confidential, the Owner may award the Contract according to ORC 5525.15.

10.3 Cancellation of Award

The Owner may cancel a Contract award at any time before all parties sign the Contract without liability to the Owner.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

10.4 Return of Proposal Guaranty

Immediately after the opening and checking of Bids, the Owner will return all Proposal Guaranties provided in the form of a certified check or cashier's check, except to the three lowest Bidders. Within 10 days after opening bids, the Owner will return the Proposal Guaranties of the two remaining unsuccessful Bidders. After the successful Bidder submits the signed Contract, Contract Bonds, and other Contract Documents, and after the Owner signs the Contract, the Owner will return the Proposal Guaranty to the successful Bidder. The Owner will not return Bid bonds.

10.5 Requirement of Contract Bond

Furnish Contract Bonds within 10 days after receiving notice of award. Furnish Contract Bonds to the Owner on the prescribed form, in the amount of the Owner's estimate, and according to ORC 5525.16.

10.6 Execution of Contract

Sign and return the Contract, along with the certificate of compliance, Contract Bonds, and other required Contract Documents, within 10 days after notice of award. The Owner does not consider a proposal binding until the Owner signs the Contract. If the Owner does not sign the Contract within 60 days after receiving the successful Bidder's signed Contract, certificates, Contract Bonds, and other Contract Documents, the successful Bidder may withdraw the Bid without prejudice.

10.7 Failure to Execute Contract

If the successful Bidder fails to sign the Contract and furnish the Contract Bonds, the Owner will have just cause to cancel the award. The successful Bidder shall forfeit the Proposal Guaranty to the Owner, not as a penalty, but as liquidated damages. The Owner may award the Contract to the next lowest responsive Bidder, re-advertise the Work, or take any other action decided by the Owner.

Award and execution will be made within ten (10) days of the date on which proposals are opened. See Section 14, "Time of Completion". Failure to award and execute a Contract within this time will invalidate the entire bid procedures and all bids submitted, unless the time for awarding and executing the Contract is extended by mutual consent of the Owner, or the Owner's representative, and the bidder whose proposal the Owner accepts and with lowest and/or best bid whom the Owner subsequently awards and executes a Contract. The lowest and/or best bid and Bid Guaranty will be retained until a Contract is signed.

Notification of award will be sent by mail to the successful bidder at which time the bidder will have ten (10) days to enter into a Contract. If the successful bidder is a corporate body the bidder shall furnish at the time of execution of the Contract a resolution of the directors of the corporation, sealed with the corporation seal, and authorizing the officer signing to execute the Contract on

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT
behalf of the corporation. A copy of the above documents shall be attached to
each copy of the Contract.

11. SUBCONTRACTORS LIST AND OTHER MANUFACTURERS

The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Village of Geneva-on-the-Lake or designated agent. When such consent is given, the contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent (50%) of the total contract cost, except that any item designated in the contract as a "specialty item" may be performed by subcontract and the cost of specialty items performed by subcontract may be deducted from the total cost of contract before computing the amount of work required to be performed by the contractor with his own organization. No subcontract or transfer of contract shall in any way release the contractor of his liability under the contract and bonds. Request to sublet forms can be obtained at the Village of Geneva-on-the-Lake, and must be submitted as a requirement of the contract.

With the proposal, each bidder shall submit a list of Subcontractors that the bidder intends to employ on the work together with pertinent qualifications thereof.

With the proposal, each bidder shall submit a list of components and devices, other than incidental hardware, etc., which the bidder intends to use as part of the equipment and which is not of the bidders own manufacturer.

This list shall be considered as part of this proposal and shall not be subject to change except with the consent of the Owner.

12. NOTICE TO PROCEED

The owner will issue a Notice to Proceed within ten (10) days of the execution of the contract.

13. DOCUMENTS

The following documents are required, one original and one copy, with the proposal:

Volume I – Bid Documents

- a) Bidders Qualifications (BQ-1 thru BQ-2)
- b) Corporate Resolution (CN-1)
- c) Form of Proposal (including signature sheet with acknowledgment of addenda) (FP-1 thru FP-7)
- d) Contract Retainage (CR-1)
- e) Bid Bond (BG-1 thru BG-3 or B-1)
- f) Non-Collusion Affidavit (NC-1)
- g) Tax Affidavit (TAX-1)
- h) Affidavit of authority to do business in the State of Ohio (FC-1)
- i) Subcontractor List (SUB-1 thru SUB-2)
- j) Material and Equipment List (ME-1)
- k) Equal Employment Opportunity Form (Sheets 1 to 10 OPWC & CDBG Projects)

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The following additional documents are required prior to the Owner executing the Contract:

Volume II – Contract Documents

- a) Contract (C-1 thru C-3)
- b) Contract Performance Bond including power of attorney, certificate of authority to do business in Ohio for Bonding Company, and financial statement for Bonding Company. (PB-1) (One Original Copy)
- c) Construction Payment Bond (CP-1 thru CP-3)
- d) Certificate of Insurance
- e) Workman's Compensation Certificate
- f) OPWC Guidelines
- g) Equal Employment Opportunity (EEO-1 to EEO-2)
- h) Labor Standards & Prevailing Wage (LS-1 to LS-3)

Three original copies of the Contract and Performance Bond are required. One original and two copies of the other documents are acceptable. A two (2) year maintenance bond will be required prior to the Village of Geneva-on-the-Lake's acceptance of the work.

14. CONSTRUCTION START AND TIME OF COMPLETION

The Village of Geneva-on-the-Lake requires that all work begin no sooner than receipt of the Notice to Proceed and all work shall be completed in sixty (60) calendar days from the notice to proceed.

The project is not phased. Once a contractor begins their work, they are required to continue working until complete.

15. LIQUIDATED DAMAGES

If, due to misconduct or neglect, the contractor fails to complete the contract on or before the completion dates specified in the proposal, the contractor agrees that each day the contract shall remain uncompleted after the dates, the owner may deduct the sum of two-hundred fifty dollars (\$250) per diem from the contract price. It is understood by the contractor and the owner that actual damages caused by failure of the contractor to complete this contract on time are impracticable or extremely difficult to evaluate and fix and that the per diem deduction from the contract price shall be retained by the owner as payment by the contractor of liquidated damages, and not as a penalty, for such failure.

16. BIDDERS QUALIFICATION

The bidder shall submit with their proposal, satisfactory evidence of qualifications and experience showing that they have a practical knowledge and experience record for the project as specified. Only those bidders having adequate financial and performance experience, in the opinion of the Owner, shall be considered, and the Owner's judgment shall be final. Experience and qualifications shall include evidence of the following:

- a) Show complete and satisfactory evidence of experience in the fabrication and installation of the work as specified.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- b) No bid will be considered from any bidder that is not actively engaged in the fabrication and/or installation of the items of work specified in the project.
- c) Subcontractors shall also list their experience and qualifications under "Bidders Qualifications".

17. STANDARDS AND SUBSTITUTIONS

With the proposal, each bidder shall submit a list of any substitution of devices, component parts, or materials, which the bidder proposes for consideration where such device, component part or material is not specified.

18. WAGES

The Contract is required to abide by the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a-7), and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, both contractors and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The undersigned Bidder acknowledges and agrees to the afore-mentioned wage determinations. Each contractor and subcontractor is required to pay U.S. Department of Labor, Ohio Prevailing Wages as applicable for Ashtabula County, Ohio.

19. PAYMENT

The Village of Geneva-on-the-Lake will make partial payment for complete and accepted work elements, in accordance with the Contractor's bid prices and schedule of values.

The Village of Geneva-on-the-Lake may contact suppliers and employees to ensure that the Contractor has no outstanding debt relative to the project before approving payment.

20. WARRANTEE

All work shall be in compliance with the manufacturer's requirements to ensure that the manufacturer's standard warrantee will be in effect. Manufacturer warranty information should be provided with shop drawing submittals.

21. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor must comply with all laws pertaining to equal employment opportunities. OPWC and CDBG required forms must be completed and complied with to engage in a contract with the Village of Geneva-on-the-Lake in accordance with the OPWC, CDBG and Ohio Revised Code.

22. INSURANCE

All bidders must have Workman's Compensation Insurance, Contractor's Liability Insurance and Vehicle Insurance.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

23. INSPECTION

The Village of Geneva-on-the-Lake will provide inspection, as deemed appropriate.

24. AGENCY DRAWING APPROVAL

Based on the nature of the proposed work no outside agency approvals have been deemed necessary. Should additional permitting be required the contractor shall be responsible for all applications, payments and approvals.

25. CONTRACTOR LICENSE

Each contractor shall be a licensed contractor for the portion of work he is constructing. In addition, each contractor must be licensed and registered with the Village of Geneva-on-the-Lake as necessary.

26. PROJECT MANAGEMENT

GPD Group will act as the Project Manager for the project. Contractor is required to coordinate with the GPD Group. The contact for the project shall be Mr. Christopher J. Tolnar, P.E., 100 Federal E., Suite 200, Youngstown, Oh 44503, Phone (330) 599-4336.

27. SPECIAL CONDITIONS

The Contractor is responsible for the protection of materials and equipment during the prosecution of the work.

28. TESTING

The Owner/Owner's Representative shall employ an independent testing agency to conduct all required tests. These include, but are not limited to: compaction, gradation, concrete (air entrainment, slump, temperature), and pipe pressure test (as required by agencies). The testing agency will be approved by the owner and provide all data to the owner. No additional payment will be made outside the contract items for this work.

29. WAIVER OF LIEN

The Contractor and all sub-contractors and suppliers must execute the Waiver of Lien form (WL-1) and submit prior to final payment being made.

BIDDER'S QUALIFICATIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT (PROVIDE COPY FOR EACH SUB-CONTRACTOR)

The signatory of this proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a General Contractor under your present business name?
2. How many years have you been a principal officer of a general contracting firm under another name?
3. What projects of a similar nature has your organization completed?

(Note: Fill out each blank completely)

Name of Owner and Location	Name and Phone Number of person in Responsible Charge as Reference	Class of Work	Amount of Contract	Date of Completion

BIDDER'S QUALIFICATIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT
(PROVIDE COPY FOR EACH SUB-CONTRACTOR)

1. Have you, or your Company, or any organization of which you have been a responsible officer or agent, ever failed to complete any work awarded to you? If so, where and why?
2. The work awarded or to be awarded will have the personal supervision of whom? Attach resume.
3. Explain approximately your plan and layout for performing the proposed work.

BIDDER'S QUALIFICATIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT
(PROVIDE COPY FOR EACH SUB-CONTRACTOR)

CORPORATE RESOLUTION

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

_____, Secretary of _____
an _____ Corporation hereby certifies that the following is a true and correct copy
of a resolution duly adopted by the Board of Directors of _____
20 _____, to wit:

“Resolved, that _____ of this Company, namely,
_____, be and he hereby is authorized and
directed to enter into any and all Contracts, BID Guaranty and Performance Bonds with
the **Village of Geneva-on-the-Lake**, for the purpose of furnishing labor
and materials as to **Shadowbrook Drive Culvert Replacement** at such price and
upon terms and conditions, including any amendments or modifications thereto, as said _
_____ in his sole discretion
deem best, and that said actions shall be binding on the Corporation.”

“Resolved, further, that said _____ be, and he
further is hereby authorized and directed to execute and deliver unto said Village of
Geneva-on-the-Lake other instruments which in his discretion he shall deem necessary
to carry out the foregoing resolution.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation
at _____ this _____ Day of _____, 20_____, and I
further certify that said resolution is still in full force and effect.

Secretary

SEAL

PRICES TO INCLUDE

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The Prices BID shall include the following:

All labor, materials, tools, equipment, mobilization, meetings, expertise, permits/approvals, insurance, bonds, and mobilization and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS.

All assistance required by the Village to verify compliance with the CONTRACT DOCUMENTS, including measuring for quantities.

Clearly readable plans marked with "As-Built" locations of all new utilities and the location of all utilities (including service lines) encountered during construction.

All materials for this project are to be new and unused.

All labor and equipment necessary to keep the project site free from all trash and debris.

All erosion control, water pollution and siltation control/prevention measures required by the client.

All documentation necessary to provide a Job Mix Formula (JMF) for the proposed asphalt.

All material testing to provide information of the JMF (taking of pavement cores or aggregate extractions and gradations, as approved by the Village of Geneva-on-the-Lake) and compaction testing of EACH roadway section to determine a rolling pattern sufficient to meet the compaction specifications.

Also testing necessary to provide documentation that items were installed meeting appropriate specifications. This includes but is not limited to:

- Asphalt – Density and Gradation
- Concrete – Slump, Air Content, Temperature, and Strength
- Aggregate – Density, Gradation, and Material Type
- Others as identified in the plans or by the Village

CONTRACT FORM OF PROPOSAL

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
1	Item 201 – Clearing and Grubbing	1	LS	\$	\$	
2	Item 202 – Pavement Removed	122	SY	\$	\$	
3	Item 202 – Pipe Removed, 24" and Under	46	FT	\$	\$	
4	Item 202 – Guardrail Removed	132	FT	\$	\$	
5	Item 203 – Excavation	44	CY	\$	\$	
6	Item 204 – Subgrade Compaction	144	SY	\$	\$	
7	Item 204 – Proof Rolling	1	HOUR	\$	\$	
8	Item 606 – Guardrail, Type MGS	100	FT	\$	\$	
9	Item 606 – Anchor Assembly, MGS Type B	2	EACH	\$	\$	
10	Item 606 – Anchor Assembly, MGS Type T	2	EACH	\$	\$	

FP-2

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
11	Item Special – Preconstruction Video Taping	1	LS	\$	\$	
12	Item 659 – Soil Analysis Test	2	EACH	\$	\$	
13	Item 659 – Topsoil	67	CY	\$	\$	
14	Item 659 – Seeding and Mulching	600	SY	\$	\$	
15	Item 659 – Repair Seeding and Mulching	30	SY	\$	\$	
16	Item 659 – Commercial Fertilizer	0.08	TON	\$	\$	
17	Item 659 – Lime	0.12	ACRE	\$	\$	
18	Item 659 – Water	4	MGAL	\$	\$	
19	Item 832 – Erosion Control	2500	EACH	\$1.00	\$	
20	Item 602 – Concrete Masonry	0.7	CY	\$1.00	\$	

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
21	Item 611 – 8" Conduit, Type C	14	FT	\$	\$	
22	Item 611 – 12" Conduit, Type C, As Per Plan	50	FT	\$	\$	
23	Item 611 – 18" Conduit, Type B	18	FT	\$	\$	
24	Item 611 – 18" Conduit, Type C	202	FT	\$	\$	
25	Item 611 – Catch Basin, No. 2-2A	2	EACH	\$	\$	
26	Item 611 – Catch Basin, No. 2-2B	3	EACH	\$	\$	
27	Item 252 – Full Depth Pavement Sawing	35	FT	\$	\$	
28	Item 301 – Asphalt Concrete Base, PG64-22, (449)	14	CY	\$	\$	
29	Item 304 – Aggregate Base	17	CY	\$	\$	
30	Item 407 – Tack Coat	14	GAL	\$	\$	

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
31	Item 441 – Asphalt Concrete Surface Course, Type 1, (449), PG64-22	4	CY	\$	\$	
32	Item 441 – Asphalt Concrete Intermediate Course, Type 1, (449)	5	CY	\$	\$	
33	Item 609 – Curb, Type 6	119	FT	\$	\$	
34	Item 626 – Barrier Reflector, Type 2 (Bi-Directional)	6	EACH	\$	\$	
35	Item 630 – Ground Mounted Support, No. 2 Post	50	FT	\$	\$	
36	Item 630 – Sign Post Reflector	4	EACH	\$	\$	
37	Item 630 – Sign, Flat Sheet	16	SF	\$	\$	
38	Item 630 – Removal of Ground Mounted Sign and Disposal	1	EACH	\$	\$	
39	Item 630 – Removal of Ground Mounted Post Support and Disposal	2	EACH	\$	\$	
40	Item 202 – Structure Removed	1	LS	\$	\$	

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
41	Item 203 – Embankment	25	CY	\$	\$	
42	Item 503 – Cofferdams and Excavation Bracing	1	LS	\$	\$	
43	Item 503 – Unclassified Excavation	1	LS	\$	\$	
44	Item 509 – Epoxy Coated Steel Reinforcement	4,542	LB	\$	\$	
45	Item 511 – Class QC1 Concrete, Retaining/Wingwall Not Including Footing, As Per Plan	14	CY	\$	\$	
46	Item 511 – Class QC1 Concrete, Footing	32	CY	\$	\$	
47	Item 512 – Sealing of Concrete Surfaces (Epoxy-Urethane)	51	SY	\$	\$	
48	Item 512 – Type 2 Waterproofing	130	SY	\$	\$	
49	Item 516 – 1" Preformed Expansion Joint Filler	34	SF	\$	\$	
50	Item 518 – Porous Backfill with Geotextile Fabric	12	CY	\$	\$	

FP-6

BASE BID						
Ref. No.	Description	Quantity	Unit	Unit Price	Total	Total In Words
51	Item 601 – Rock Channel Protection, Type C with Geotextile Fabric	42	CY	\$	\$	
52	Item 611 – 9’ X 6’ Conduit, Type A, 706.05	39	FT	\$	\$	
53	Item 616 – Water	5	MGAL	\$	\$	
54	Item 614 – Maintaining Traffic	1	LS	\$	\$	
55	Item 623 – Construction Layout Stakes	1	LS	\$	\$	
56	Item 624 – Mobilization	1	LS	\$	\$	
Base Bid Total				\$		

Base Bid in Words

CONTRACT FORM OF PROPOSAL

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

BID SUMMARY

Total Base Bid: \$ _____
(Words) _____

*** * * * * PLEASE INITIAL AND ACKNOWLEDGE RECEIPT OF ADDENDA * * * * ***

Addendum No.	Initial:	Addendum No.:	Initial:
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned further agrees to commence work within ten (10) days from the date of Notice to Proceed from the Owner that such work can be started, and to proceed with all possible energy and dispatch in giving preference to such portions of the work as the Owner may require, in order to comply with all of the terms of the Contract within agreed time frame. Failure to complete this work within the agreed time frame, including any interim completion dates, shall require the contractor to forfeit and pay liquidated damages to the owner in the amount specified per day for each day beyond the stipulated time.

(Signature in writing of the bidder or bidders or authorized officer or agent with business address.)

Witness _____

Date _____

Authorized Signature Date

Name _____

Title _____

Address _____

CONTRACT RETAINAGE

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The CONTRACTOR _____(name),
being fully advised of Section 153.63 of the Ohio Revised Codes, and the rights that said
Sections vest, hereby agrees that the funds retained pursuant to Section 153.12 of the Ohio
Revised Code shall not be deposited in an Escrow Account, but shall remain with the OWNER.
It is further agreed that the OWNER shall not be liable for any interest provided for by said
status on said funds.

This _____ day of _____, 20 _____

BY _____

Name _____

Title _____

BID GUARANTEE AND CONTRACT BOND
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

(Section 153.571 Ohio Revised Code)
(Used if 10% Bid Guaranty Check is not Submitted)

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

(Name and Address)

as Principal _____

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto the _____

_____ hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____

to undertake the project known as: SHADOWBROOK DRIVE CULVERT REPLACEMENT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of

_____ Dollars (\$_____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, 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.

BID GUARANTEE AND CONTRACT BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid on the above referred project:

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten 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 bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the work or to the specifications.

PRINCIPAL

SURETY COMPANY ADDRESS

Street

BY: _____

City, State, Zip

TITLE: _____

BID GUARANTEE AND CONTRACT BOND
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

SURETY AGENT'S ADDRESS

Agency Name

BY: _____
Attorney-in-Fact

Street

City, State, Zip

BID GUARANTEE FORM 2 – CONSENT OF SURETY
VILLAGE OF GENEVA-ON-THE-LAKE SHADOWBROOK DRIVE REPLACEMENT

(To be completed only if certified check or cashier's check is used)

(Name of Surety Company)

(Address)

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Bidder)

as Principal and _____, and having its principal office at _____

(Complete Address of Surety Company)

are held firmly bound unto the Village of Geneva-on-the-Lake, Ohio hereby jointly and severally and binding our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the above named Principal submits the herewith proposal for construction of the project titled "SHADOWBROOK DRIVE CULVERT REPLACEMENT" in conformance with the Information and Instructions to Bidders, we the above named Surety, will meet all the stipulations and will execute the Surety Bond as hereinafter, to the above named Principal in event he should be awarded a contract and in the amount of one hundred percent (100%) of the total bid price for performing the work and guaranteeing its performance in conformity with the plans and specifications to the Village of Geneva-on-the-Lake.

WITNESS OUR SIGNATURES, this _____ day of _____ 20_____.

ATTEST:

Witness

(Contractor - Principal)

Signature

Seal

ATTEST:

Witness

(Title)

(Name of Surety Company)

(Signature)

NON – COLLUSION AFFIDAVIT

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

This affidavit shall be filled out and executed by the bidder; if the bid is made by a corporation, then this shall be completed by the properly authorized agent.

The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affiant". The affiant's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Affiant". The affiant should sign their neither individual name at the end, not partnership nor corporation name, and swear to said affidavit before a Notary Public, who must attach their seal.

STATE OF _____ COUNTY OF _____

(Name of Affiant)

_____ being duly sworn, do depose and say that

(Affiant)

resides at _____

and that _____

(Give names of all persons, firms or corporations interested in this bid)

is or are the only person interested in the profits of any Contract which may result from the herein contained proposal; that the said proposal is made without any connection or interests in the profits thereof with any other person making any other bid or proposal for said work; that the said proposal in all respects fair, and without collusion or fraud; and also that no, employee therein or any officer representing the Owner, is directly or indirectly interested therein; and that all the statements made in this proposal are true.

Subscribed and sworn to this _____ day _____ before me

Notary Public

AFFIDAVIT

**Required of
Successful Bidder**

Ohio Revised Code 5719.042

STATE OF OHIO COUNTY)
) **SS**
OF ASHTABULA)

Before me, a Notary Public, in and for said county, personally appeared _____, Contractor(s) who being duly sworn depose(s) and say(s) as follows:

“At the time the bid for this Contractor was submitted herein the Contractor – Company was charged with the following delinquent Personal Property Taxes in Ashtabula County, Ohio”.

Amount of Delinquency

Unpaid Int. & Penalties

(If none, please indicate)

Contractor

Sworn to before me and signed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

BIDDER'S AFFIDAVIT: FOREIGN CORPORATION*
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The undersign certifies that _____ is a foreign corporation
incorporated in the State of _____, whose principal
place of business is and is required to obtain authorization to transact business in the State of
Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in
effect and the bidder has a designated statutory agent upon whom process against bidder
corporation may be served within the State of Ohio. The designated statutory agent is

(name and address)

Process served upon the designated statutory agent named above shall be effective service,
unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a
change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the
authorized bid signatory, notarized and submitted with the bid.

*Any corporation that is not incorporated in the State of Ohio is a foreign corporation.

SUBCONTRACTOR LIST

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The Subcontractor list on this page shall be completed by each bidder. If awarded the Contract, the Contractor shall be held to the listing as submitted, when approved by the Village of Geneva-on-the-Lake.

If the bidder is not subcontracting the item, write in "Self". (The bidder is cautioned in the use of Subcontractors to in regard the "Bidders Qualifications" hereinafter). Additional sheets may be submitted, supplementing the above information and elaborating on the method used to handle this project.

SUBCONTRACT		NAME, ADDRESS AND PHONE NO. OF SUBCONTRACTOR
A.		
B.		
C.		
D.		
E.		
F.		

MATERIAL AND EQUIPMENT LIST

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The material and equipment list on this page shall be completed by each bidder. It is the intent of this listing that the Contractor should list specifically, the component parts and accessories which this Contractor proposes to furnish and which is not of this Contractors own manufacture. This listing shall include the following items:

Item No.	Item	Supplier/Manufacture and Type/Size

OPWC PROPOSAL NOTES – For insertion into Bid Documents (Rev 10/23)

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project.

2. PREVAILING WAGES ON STATE PROJECTS WITH NO FEDERAL-AID (Should this project contain Federal-aid funds then Federal Prevailing Wages must be paid. Contact the appropriate Federal funding agency for language.)

This contract is subject to Ohio Prevailing Wage Laws, Ohio Rev. Code Chapter 4115 and the Prime Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Prime Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the Prime Contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address: <https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>.

The Prime Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Prime Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Prime Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Prime Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with Ohio Rev. Code § 4115.05, showing the classification, hourly pay rate, and fringes, and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Prime Contractor or subcontractor and the employee and kept in the Prime Contractor's or subcontractor's payroll files.

The Prime Contractor shall submit to the Prevailing Wage Coordinator, certified payrolls for Prime Contractor and all subcontractors on form WHPW-1512 or equivalent, in accordance with Ohio Rev. Code Sections 4115.07 and 4115.071(C), three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted, for all apprentices working on this project. Upon completion of the contract and before the final payment, the Prime Contractor shall submit to the Prevailing Wage Coordinator a final wage affidavit in accordance with Ohio Rev. Code § 4115.07 stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the Prime Contractor to ensure that all laws relating to prevailing wages in Ohio Rev. Code Chapter 4115 are strictly adhered to by all subcontractors.

The Prime Contractor and all subcontractors shall make all its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Prime Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

3. UNRESOLVED FINDING FOR RECOVERY

The Prime Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Rev. Code § 9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Prime Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

4. OHIO WORKERS' COMPENSATION COVERAGE

The Prime Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.

The Prime Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Prime Contractor must notify the local contracting authority, in writing, if its or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Prime Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

7. BID GUARANTY

In accordance with Ohio Rev. Code §153.54, the Prime Contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

8. OHIO ETHICS LAW

The Prime Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided Ohio Rev. Code Sections 102.03 and 102.04.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Ohio Department of Development prior to execution of a construction contract.

See <https://development.ohio.gov/business/construction-compliance/certificate-of-compliance> for steps for Certificate of Compliance submittal.

>>> Does this bidder have a valid Certificate of Compliance? ____ Yes ____ No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ____ Yes ____ No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Contractors and subcontractors with (a) 50 or more employees and a state contract of \$50,000 or more or (b) where a contractor's or subcontractor's state contract exceeds an estimated total cost of \$500,000 and the project is in a geographic area, regardless of the number employees, shall establish an affirmative action program. Chapters 123:2-3 through 123:2-11 of the Ohio Administrative Code requires contractors and subcontractors to implement the following: policies and procedures to maintain a working environment free of discrimination, harassment, intimidation, and coercion; state percentage goals for minorities by trade and by geographic area as well as a 6.9% goal for women statewide in the trades during the performance of a state contracts; and good faith efforts to recruit, hire, and maintain minorities and women.

>>> Has the contractor and subcontractor bidder developed an affirmative action program in conformity with Ohio Adm. Code 123:2-3-04 prior to the bid opening ? ____ Yes ____ No

>>> If "no", with this bid response, the prime contract bidder hereby adopts the minority and female work hour utilization goals and the specific affirmative action steps set forth in 123:2-3 through 123:2-9 of the Ohio Administrative Code.

BIDDER'S EEO COVENANTS:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, disability or military status as defined in section [4112.01](#) of the Revised Code, or color. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, disability or military status as defined in section [4112.01](#) of the Revised Code, or color.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this

covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations, and applicable orders of the Department of Development.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the Department of Development and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the Department of Development and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the Department of Development pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the Department of Development for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Contracting Agency by the 10th of each month.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the Department of Development, or as otherwise provided by law.

If its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio because of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the Department of Development issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party because of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>>The prime contract bidder hereby adopts the foregoing covenants? ___Yes ___No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____/_____/_____
Signature of Authorized Officer Date

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Ohio Rev. Code Chapter 153 by an owner referred to in Ohio Rev. Code § 153.01. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

	AKRON		CINCINNATI		CLEVELAND	
All Trades		10%	<u>Trade</u>		<u>Trade</u>	
			Asbestos Workers	9%	Asbestos Workers	17%
			Boilermakers	9 %	Boilermakers	10%
	COLUMBUS		Carpenters	10%	Carpenters	16%
All Trades		10%	Elevator Constructors	11%	Electricians	20%
			Floor Layers	10%	Elevator Constructors	20%
			Glaziers	10%	Floor Layers	11%
	DAYTON		Lathers	10%	Glaziers	17%
All Trades		11%	Marble, Tile, Terrazzo	8%	Ironworkers	13%
			Millwright	10%	Operating Engineers	17%
			Operating Engineers	11%	Painters	17%
	TOLEDO		Painters	11%	Pipefitters	17%
All Trades		9%	Pipefitters	11%	Plasterers	20%
			Plasterers	10%	Plumbers	17%
			Plumbers	11%	Roofers	17%
	YOUNGSTOWN		Sheet Metal Workers	11%	Other Trades	17%
All Trades		9%	Other Trades	11%		

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

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

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

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

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

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.

8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the workforce.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

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

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

Compliance Status: No State Contractor's compliance status shall be judged alone by whether he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

“APPENDIX C” OF THE STATE EEO BID CONDITIONS

FEMALE UTILIZATION GOALS

OAC 123:2-3-05 Required utilization analysis and goals

- (A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor’s “Executive Order 84-9” and this rule.
- (B) As required by the governor’s “Executive Order 84-9”, the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Equal Employment Opportunity Executive Order 11246 dated 9/24/65, as amended Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

- a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

2. Minority Business Enterprise (MBE)/Encouraging Diversity, Growth & Equity (EDGE) Unit (Ohio Department of Administrative Services):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract (in excess of \$100,000) is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of

the Regulations, including employment practices.

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

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Ashtabula County, Ohio and the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Ashtabula County, Ohio and the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Ashtabula County to enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by Ashtabula County, Ohio, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990, as amended:

The contractor shall comply with the Americans with Disabilities Act of 1990 [ADA], including changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and Ashtabula County, Ohio records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of three (3) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the three-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the three-year period, whichever is later.

(2) Records of nonexpendable property acquired with federal funds shall be retained for three years after final disposition of such property.

(3) When records are transferred to or maintained by the federal sponsoring agency, the three-year retention required is not applicable to Ashtabula County, Ohio.

B. The three-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the United States Department of Housing and Urban Development.

C. Ashtabula County, Ohio, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of Ashtabula County, Ohio and sub-grantees to make audits, examinations, excerpts and transcripts.

D. Unless otherwise required by law, the United States Department of Housing and Urban Development, shall not place restrictions upon Ashtabula County, Ohio that will limit public access to the records of Ashtabula County, Ohio that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of Ashtabula County, Ohio shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

(a) An employee, agent, consultant, officer, or elected or appointed official of Ashtabula County, Ohio, any designated public agency or any sub-recipient agency that is receiving CDBG funds from Ashtabula County, Ohio;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by Ashtabula County, Ohio's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, Ashtabula County, Ohio may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to Ashtabula County, Ohio under this contract, or if the contractor shall violate any of the conditions of this contract. Ashtabula County, Ohio shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, Ashtabula County, Ohio shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then Ashtabula County, Ohio shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then Ashtabula County, Ohio may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by Ashtabula County, Ohio and allowances for corrective actions specified in Paragraph 14 above, Ashtabula County, Ohio shall thereupon

have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of Ashtabula County, Ohio, become the property of Ashtabula County, Ohio and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes Ashtabula County, Ohio's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

Ashtabula County, Ohio may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by Ashtabula County, Ohio as provided herein, Ashtabula County, Ohio agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by Ashtabula County, Ohio. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of Ashtabula County, Ohio, become the property of Ashtabula County, Ohio and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with Ashtabula County, Ohio.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of Ashtabula County, Ohio. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as Ashtabula County, Ohio may require, shall furnish Ashtabula County, Ohio such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by Ashtabula County, Ohio in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by Ashtabula County, Ohio to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to Ashtabula County, Ohio or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The United States Department of Housing and Urban Development and Ashtabula County, Ohio shall possess all rights to invention or discovery, reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, regarding copyrights as well as rights in data which may arise as a result of the contractor's services.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if Ashtabula County, Ohio receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted within ten (10) days after contract execution. In order for Ashtabula County, Ohio to comply with this federal requirement, Ashtabula County, Ohio will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish Ashtabula County, Ohio a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and Ashtabula County, Ohio. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide Ashtabula County, Ohio with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship,

partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland “Anti-Kick Back” Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act for housing rehabilitation projects with 8 or more units and all other construction contracts in excess of \$2,000

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by Ashtabula County, Ohio and sub-grantees of Ashtabula County, Ohio.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by Ashtabula County, Ohio and sub-grantees of Ashtabula County, Ohio, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$150,000):

In carrying out this agreement, the contractor agrees to comply with all of the applicable standards, orders or regulations pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended applicable to contracts and subgrants of amounts in excess of \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency’s List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

30. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

31. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**VILLAGE OF GENEVA-ON-THE-LAKE
SHADOWBROOK DRIVE CULVERT REPLACEMENT
ASHTABULA COUNTY, OHIO**

Volume II – Contract Documents

Village Officials

Dwayne Bennett, Sr., Mayor
Jessi Spurlock, Deputy Administrator
Sean Ratican, Fiscal Officer

Council Members

Matt Caudill, President of Council
P.J. Macchia
Cynthia Dudeck
BJ McMullan
Shawn Fischbach
Ryan Colby

June 2025

Prepared by:



100 Federal East, Suite 200
Youngstown, Ohio 44503

NOTICE OF AWARD

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

To:

PROJECT Description: **Shadowbrook Drive Culvert Replacement**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders. You are hereby notified that your BID has been accepted for the amount of: _____

You are required by the Information for Bidders to execute the three original copies of the Contract and furnish the required Construction Payment BOND, Certificates of Insurance and current copies of your Workman's Compensation Certificate within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

Village of Geneva-on-the-Lake, Ohio

By: _____
Jessi Spurlock, Deputy Administrator

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, _____.

By: _____

Title: _____

LEGAL AND FISCAL OFFICERS STATEMENT

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

On this _____ day of _____, 20_____, I, Solicitor for the Village of Geneva-on-the-Lake, Ohio, hereby approve the foregoing CONTRACT as to form.

Solicitor
Village of Geneva-on-the-Lake, OHIO

Signature

Date

I, Sean Ratican, Fiscal Officer of the Village of Geneva-on-the-Lake, State of Ohio, do hereby certify that a copy of the foregoing CONTRACT has been received by me and that I hereby certify that the amount of \$ _____ required to meet the payment of this CONTRACT , has been lawfully appropriated or authorized or directed for such purpose of complying with the terms and conditions of the foregoing CONTRACT, and is on deposit (or in process of collection) to the credit of the appropriate fund and the same is free from any previous encumbrances.

WITNESS MY HAND this _____ day of _____, 20_____
at Geneva-on-the-Lake, Ohio.

Sean Ratican
Fiscal Officer

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

THIS AGREEMENT, made and entered into this _____ day of _____
in the year Two Thousand and _____, by and between the VILLAGE OF
GENEVA-ON-THE-LAKE, OHIO, hereinafter called the "Party of the First Part" or "First Party"
and _____ of the _____
_____, County of _____, and State of _____,
hereinafter called the "Party of the Second Part" or the "Contractor".

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does
agree with the said Party of the First Part for the consideration herein written and contained in
the proposal and other penalty expressed in a bond therein contained, to install at
_____ contractor own proper cost and expense, all the
necessary labor, superintendence, tools, materials and equipment of every description, and to
carry out and complete to a good, firm and substantial workmanlike manner the design,
construction, testing, completion, and supervision to complete delivery to the First Party as
herein specified or required for the completion of the Contract, all in accordance with the plans
on file in the office at the First Party, also in accordance with the specifications for this Contract
as herein set forth, subject to such changes as may be made, from time to time, in accordance
with the provisions therein, and also in full accord and compliance with the following:

The project includes the replacement of an existing 84" metal pipe culvert over a tributary of Cowles
Creek on Shadowbrook Drive with a 9 foot by 6 foot concrete box culvert.

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed
and diligence so as to insure the completion of the work of the Contract in accordance with the
date stipulated in the proposal and to the satisfaction of the First Party.

Article 2: The Party of the First Part agrees to pay, and the Contractor agrees to accept as full
compensation for all work done, for all labor and equipment furnished, for all costs and
expenses incurred, furnished or suffered, in the full and complete performance of all acts and
requirements incidental and necessary for the completion of the work of this Contract in
accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall
be paid for under subsidiary agreement executed as provided in the Project Manual and except
as may otherwise in this Contract be specifically provided, a sum equal to the following:

Insert Bid Price (Numbers and in Words) _____

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the Party of the First Part may avail itself of any or all remedies provided in that behalf of the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Agreement that the provisions contained in the Information For and Instruction to Bidders, in the Proposal, in the Specifications, Bid Manual, Notice of Award, Notice to Proceed, Evidence of Insurance, Workman's Compensation Certificate, Addenda, General and Special Conditions, Legal Notice, Affidavits and in the drawings shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as the Contract.

Name and Address of each person, firm or company interested in the Contract:

Contractor (s) Name

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

The Village of Geneva-on-the-Lake, Ohio

Witness Signature

Date

by: _____

Jessi Spurlock, Deputy Administrator

(Print Name)

Date

Witness Signature

Date

(Print Name)

Address for Notification of Owner:
Village of Geneva-on-the-Lake
Jessi Spurlock, Deputy Administrator
4929 South Warner Drive
Geneva-on-the-Lake, Ohio 44041

CONTRACT FOR THE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The CONTRACTOR:

Witness Signature

Officer's Signature

(Print Name)

(Print Name)

Title

Title

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act on behalf of the corporation.)

(To be executed in triplicate.)

PERFORMANCE BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

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

_____, as Principal and _____, as
Sureties, are hereby held and firmly bound unto the Village of Geneva-on-the-Lake, Ohio, in the
penal sum of

Dollars (\$ _____), for the payment which, well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
Principal did on the _____ day of _____, 20_____,
enter into a contract with the Village of Geneva-on-the-Lake, Ohio, for the "ShadowBrook Drive
Culvert Replacement" which said contract is made a part of this bond the same as though set
forth herein;

Now, if the said Principal, _____, shall well and faithfully
do and perform the things agreed by the Principal to be done and performed according to the
terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and
laborers, for labor performed and materials furnished in the carrying forward, performing, or
completing of said contract; we agreeing and assenting that this undertaking shall be for the
benefit of any materialman or laborer having a just claim, as well as for the Obligee herein;
then this obligation shall be void; otherwise the same shall remain in full force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

PROVIDE FURTHER, that no final settlement between the Village of Geneva-on-the-Lake, Ohio
and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be
unsatisfied.

Signed this _____ day of _____, 20_____.

Witness of Principal

PRINCIPAL: _____

By _____

Title: _____

SURETY: _____

Witness of Attorney-in-Fact

By: _____

Attorney-in-Fact
(Must be in Ohio)

(Facsimile signatures are not acceptable)

CONSTRUCTION PAYMENT BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Bond Number _____

CONTRACTOR: _____
(Name and Address)

SURETY: _____
(Name and Principal Place of Business)

OWNER: Village of Geneva-on-the-Lake, 4929 South Warner Drive, Geneva-on-the-Lake, Ohio 44041

CONTRACT: ShadowBrook Drive Culvert Replacement

BOND AMOUNT: _____

CONTRACTOR AS PRINCIPAL

Company: _____
(Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____
(Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACTOR AS PRINCIPAL

Company: _____
(Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____
(Corp. Seal)

Signature: _____

Name and Title: _____

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____

1. The CONTRACTOR and the surety, jointly and severally, bind themselves, their heirs, executors administrators, successors and assigns to the OWNER to pay for labor, materials, services, and equipment furnished for use in the performance of the Construction contract which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who

furnished labor, materials, services, or equipment for use in the performance of the Construction contract, provided the OWNER has promptly notified the CONTRACTOR and the surety at the address described in Paragraph 12) of any claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is not OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes

CONSTRUCTION PAYMENT BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
- 4.1 Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the CONTRACTOR:
- 4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor, last furnished materials, services or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly; and
- 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
Pay or arrange for payment of any undisputed amounts
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond by the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Construction Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the

CONSTRUCTION PAYMENT BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of his Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. **DEFINITIONS**
 - 15.1 **CLAIMANT:** An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 **CONSTRUCTION CONTRACT:** The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 **OWNER DEFAULT:** Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
 - 15.4 **BOND AMOUNT:** The Construction Contract amount identified on the signature page of this document.

NOTICE TO PROCEED

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

To: _____

Date: _____

Project: **ShadowBrook Drive Culvert Replacement**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 _____ on or before _____, 20 _____ and you are to complete the WORK WITHIN SIXTY (60) CALENDAR DAYS. The date of completion of all WORK is therefore _____.

Village of Geneva-on-the-Lake, Ohio

By: _____

Jessi Spurlock, Deputy Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged: this _____ Day of _____, 20_____

(Contractor)

By: _____

Title: _____

PUBLIC IMPROVEMENT NOTICE
REVISED CODE §1311.252 NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

State of Ohio,)
) SS:
County of Ashtabula)

Jeremy Shaffer (the Affiant"), being first duly sworn, says that:

1. Affiant is the Administrator
of the Village of Geneva-on-the-Lake, 4929 South Warner Drive, Geneva-on-the-Lake, Ohio 44041.
2. The Public authority will be commencing a public improvement identified as follows:
SHADOWBROOK DRIVE CULVERT REPLACEMENT
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE</u>	<u>DATE OF FIRST EXECUTED CONTRACT FOR THE PUBLIC IMPROVEMENT</u>
-------------	----------------	--------------	---

4. The following lists the names and addresses of the sureties for all of those principal Contractors:

<u>PRINCIPAL CONTRACTOR</u>	<u>NAME OF SURETY</u>	<u>ADDRESS OF SURETY</u>
---------------------------------	-----------------------	--------------------------

5. For the purpose of serving an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Jessi Spurlock

FURTHER AFFIANT.

Signature Jessi Spurlock, Deputy Administrator

SWORN TO before me and subscribed in my presence this _____ Day of _____, 20____.

Notary Public

{Seal}

CONTRACTOR SUBMITTALS LIST

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Description	Date Received	Date Returned	Approved (Y/N)	Comments
1. Aggregate Base				
2. Tack Coat				
3. Asphalt				
4. Reinforcing Steel				
5. Asphalt Concrete Base				
6. Concrete Box Culvert				
7. Concrete				

*The above represents the minimum submittals that may be required by the Owner. Additional submittals may be required. The contractor shall be informed of any additional required submittals in writing.

MAINTENANCE BOND

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a _____ organized under the laws of the State of Ohio, with _____ office at _____ as Surety, are held and firmly bound unto the _____ Village of Geneva-on-the-Lake (here in after called the Obligee) in the penal sum of _____ (\$ _____) Dollars for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executives, administrators, successors, and assigns, jointly and severally, firmly by these presents:

DATED this _____, day of _____, 20_____.

WHEREAS, said Principal has entered into a certain contract with the Obligee above named SHADOWBROOK DRIVE CULVERT REPLACEMENT and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee:

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That if said Principal shall, for a period of two years from and after the _____ day of _____, 20_____, indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship which may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at _____, Ohio, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default, and that no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

(Principal)

(Seal)

(Title)

(Surety Name)

By: _____
(Obligee Attorney-in-fact)

WAIVER AND RELEASE OF LIEN AND AFFIDAVIT OF FINAL PAYMENT
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

The undersigned, in consideration of the sum of (\$_____)

dollars, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases and relinquishes any and all liens, claims, rights to claim a lien, bond claims and bond rights, it may have for labor, services, or materials furnished to _____

on the project of ShadowBrook Drive Culvert owned by the Village of Geneva-on-the-Lake at the following property Geneva-on-the-Lake, Ohio.

The undersigned certifies that all persons, firms, associations, corporations, or other entities furnishing labor, services or materials to the undersigned with respect to the project have been paid in full, including any and all applicable taxes through the date specified above.

(Lienor)

By: _____

Print Name: _____

Its: _____

State of Ohio

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20_____, by _____, as _____

of said company, who has presented _____ as identification or is personally known to me.

Signature of Notary Public

(Seal)

Print, Type or Stamp Commission

Ohio Development Services Agency Office of Community Development CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
	PROJECT NUMBER B-F-23-1AD-1

INSTRUCTIONS

This certification is required pursuant to Executive Order 11248 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☐ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☐ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including 3F-100.
☐ Yes ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11245, as amended?
☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

Modeled after form HUD-12

Ohio Development Services Agency
Office of Community Development
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

B-F-23-1AD-1

INSTRUCTIONS

This certification is required pursuant to Executive Order 11248 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes

☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes

☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including 3F-100.

☐ Yes

☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11245, as amended?

☐ Yes

☐ No

NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

Modeled after form HUD-12

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS**

TO (Appropriate Recipient)	DATE
C/O VLLAGE OF GENEVA ON THE LAKE 4929 S WARNER DRIVE GENEVA, OH 44041	PROJECT NUMBER (If Any) B-F-23-1AD-1
	PROJECT NAME SHADOWBROOK DRIVE CULVERT REPLACEMENT

1. The undersigned having executed a contract with _____ for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract:
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility:
2. He/she certifies that:
 - (a) Neither he/she nor any firm, partnership, or association in which he/she has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He/she certifies that:
 - (a) The legal name and the business address of the undersigned is:
 - (b) The undersigned is:

_____ (1) A Single Proprietorship
_____ (2) A Corporation Organized in the State of
_____ (3) A Partnership
_____ (4) Other Organization (Describe):

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date: _____

(Contractor)

(By)

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient)	DATE
C/O VLLAGE OF GENEVA ON THE LAKE 4929 S WARNER DRIVE GENEVA, OH 44041	PROJECT NUMBER (If Any) B-F-23-1AD-1 PROJECT NAME SHADOWBROOK DRIVE CULVERT REPLACEMENT

1. The undersigned having executed a contract with _____ in the amount of \$ _____ in the construction of the above identified project certifies that:

- (a) The Labor Standards provisions of the Contract For Construction are included in the aforesaid contract:
- (b) Neither he nor any firm, corporation, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He/she agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

- (a) The workmen will report for duty on or about _____.

3. He/she certifies that:

(a) The legal name and the business address of the undersigned are:		
(b) The undersigned is:		
(1) A Single Proprietorship	(2) A Corporation Organized in the State of	
(3) A Partnership	(4) Other Organization (Describe)	
(c) The name, title, and address of the owner, partners or officers of the undersigned are:		
NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):		
NAME	ADDRESS	NATURE OF INTEREST
(e) The names, addresses, and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):		
NAME	ADDRESS	TRADE CLASSIFICATION

Subcontractor

Signature

Typed Name and Title

WARNING

U.S. CRIMINAL CODE, Section 1010, Title 18, U.S.C., provides in part: "Whoever . . . makes, passes, utters, or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CONTRACT CHANGE ORDER

DATE _____

ShadowBrook Drive Culvert Replacement

Village of Geneva-on-the-Lake, Ohio

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes
(Supplemental Plans and Specifications Attached)

INCREASE
in Contract Price

TOTALS

\$ _____ | \$ _____

NET CHANGE IN CONTRACT PRICE

\$ _____ | \$ _____

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted _____ (Contractor) _____ (Date)

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

INDEX

Article 1	Contract Documents.....	GC-2
2	Engineer	GC-3
3	Owner	GC-7
4	Contractor	GC-8
5	Subcontractors.....	GC-13
6	Separate Contracts.....	GC-15
7	Miscellaneous Provisions	GC-16
8	Time	GC-20
9	Payments and Completion	GC-21
10	Protection of Persons and Property.....	GC-26
11	Insurance	GC-27
12	Changes in the Work	GC-28
13	Uncovering and Correction of Work	GC-30
14	Termination of the Contract	GC-31
15	Dispute Resolution	GC-32

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

ARTICLE 1

CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 The Contract Documents

The Contract Documents consist of the Agreement, the Conditions of the Contract (General and Special Conditions), the Proposal, Information For and Instructions to Bidders, the Drawings, the Specifications, all Addenda issued prior to execution of the Contract, and all Modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Sub-paragraph 1.2.4, a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.3. A Modification may be made only after execution of the Contract.

1.1.2 The Contract

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work

The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project

The project is the total construction designed by the Engineer of which the Work performed under the Contract Documents may be the whole or a part.

1.2 Execution, Correlation, Intent and Interpretations

1.2.1 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the location conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 4.4.1 necessary for the proper execution and completion of the work. It is not intended that Work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied unless it is

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words, which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

- 1.2.3 The organization of the Specifications into divisions, sections, and articles, and the arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.2.4 Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise will be issued with reasonable promptness by the Engineer and in accordance with any schedule agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents, and may be affected by Field Order.

1.3 Copies Furnished and Ownership

- 1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, one (1) copy of the Drawings and Specifications.
- 1.3.2 All Drawings, Specifications and copies thereof furnished by the Engineer are and shall remain his property. They are not to be used on any other project.

ARTICLE 2

ENGINEER

2.1 Definition

- 2.1.1 The Engineer is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.
- 2.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer and the Contractor.

2.2 Administration of the Contract

- 2.2.1 The Engineer will provide general administration of the Contract, including performance of the functions hereinafter described.
- 2.2.2 The Engineer will be the Owner's representative during the furnishing and installation and until final payment. The Engineer will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument, which will be shown to the

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Contractor. The Engineer will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Engineer.

- 2.2.3 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.
- 2.2.4 The Engineer will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as the Engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
- 2.2.5 Based on such observations and the Contractor's Applications for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.
- 2.2.6 The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder by both the Owner and Contractor. The Engineer will, within a reasonable time, render such interpretations, as he may deem necessary for the proper execution or progress of the Work.
- 2.2.7 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision, which he will render in writing within a reasonable time.
- 2.2.8 All interpretations and decisions of the Engineer shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the Owner and the Contractor and will not show partiality to either.
- 2.2.9 Any claim, dispute or other matter that has been referred to the Engineer except any which have been waived by the making or acceptance of final payment as provided in Subparagraph 9.7.5 shall be subject to mediation upon the written demand of either party. However, no demand for mediation of any such claim, dispute or other matter may be made until the earlier of:
 - 2.2.9.1 *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 9.7.5, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by laws and Regulations in respect of such Claims.

2.2.9.2 *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.1.3. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.1.3. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

2.2.9.3 *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

2.2.9.3.1 deny the Claim in whole or in part,

2.2.9.3.2 approve the Claim, or

2.2.9.3.3 notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

2.2.9.4 In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

2.2.9.5 Engineer's written action under Paragraph 2.2.9.3 or denial pursuant to Paragraphs 2.2.9.3.3 or 2.2.9.4 will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 15 within 30 days of such action or denial.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 2.2.9.6 No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 2.2.9.
- 2.2.10 If a decision of the Engineer is made in writing and states that it is final but subject to appeal, no demand for mediation of a claim, dispute or other matter covered by such decision may be made later than thirty days after the date on which the party making the demand received the decision. The failure to demand mediation within said thirty days' period will result in the Engineer's decision becoming final and binding upon the Owner and the Contractor. If the Engineer renders a decision after mediation proceedings have been initiated, such decision may be entered as evidence but will not supersede any mediation proceedings unless the decision is acceptable to the parties concerned.
- 2.2.11 The Engineer will have authority to reject Work, which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.8.2, whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.11, nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 2.2.12 The Engineer will review Shop Drawings and Samples as provided in Subparagraphs 4.13.1 through 4.13.8 inclusive.
- 2.2.13 The Engineer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.
- 2.2.14 The Engineer will conduct inspections to determine the dates of Substantial Completion and Final Completion will receive and review written guarantees and related documents required by the Contract and assembled by the Contractor and will issue a final Certificate for Payment.
- 2.2.15 The duties, responsibilities and limitations of authority of the Engineer as the Owner Representative during construction as set forth in Articles 1 through 15 inclusive of these General Conditions will not be modified or extended without written consent of the Owner, the Contractor and the Engineer.
- 2.2.16 The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- 2.2.17 In case of the termination of the employment of the Engineer, the Owner shall appoint an Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

former Engineer. Any dispute in connection with such appointment shall be subject to mediation.

ARTICLE 3

OWNER

3.1 Definition

- 3.1.1 The Owner is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized representative.

3.2 Information and Services Required of the Owner

- 3.2.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the Project, either directly or through the Engineer.
- 3.2.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.
- 3.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.
- 3.2.4 The Owner shall issue instructions to the Contractor through the Engineer.
- 3.2.5 The foregoing is in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Articles 9 and 11 respectively.

3.3 Owner's Right to Stop the Work

- 3.3.1 If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

3.4 Owner's Right to Carry Out the Work

- 3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting deficiencies, including the cost of the Engineer additional services made necessary by such default, neglect or failure. The Engineer must approve both

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such payment, the Contractor shall pay the difference to the Owner.

3.5 Agency Reporting Requirements

- 3.5.1 Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.5.2 The Village will retain all required records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

ARTICLE 4

CONTRACTOR

4.1 Definition

- 4.1.1 The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 Review of Contract Documents

- 4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall do no Work without Drawings, Specifications or Modifications.

4.3 Supervision and Construction Procedures

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.4 Labor and Materials

- 4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 4.4.2 The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 Warranty

- 4.5.1 The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.6 Taxes

- 4.6.1 The Contractor shall pay all sales, consumer use and other similar taxes required by law, except as the Owner is exempted and specifically noted.

4.7 Permits, Fees and Notices

- 4.7.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the bids are received. It is not the responsibility of the Contractor to make certain that the Drawings and Specifications are in accordance with applicable laws, statutes, building codes and regulations.
- 4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 Cash Allowances

- 4.8.1 Not Applicable

4.9 Superintendent

- 4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

the Contractor. Important communications will be confirmed in writing. Other communication will be so confirmed on written request in each case.

4.10 Responsibility for Those Performing the Work

- 4.10.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

4.11 Contractors Construction Schedules

- 4.11.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised bi-weekly, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- 4.11.2 The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.
- 4.11.3 The contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

4.12 Drawings and Specifications at the Site

- 4.12.1 The Contractor shall maintain, at the site for the Owner, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the Work.

4.13 Shop Drawings and Samples

- 4.13.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.
- 4.13.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.
- 4.13.3 The Contractor shall review, stamp with his approval and submit four copies (2-Owner, 1-Engineer, 1-Contractor), with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of any

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

other contractor, all Shop Drawings and Samples required by the Contract Drawings or subsequently by the Engineer as covered by Modifications. Shop Drawings and Samples shall be properly identified as specified, or as the Engineer may require. At the time of submission, the Contractor shall inform the Engineer in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

- 4.13.4 By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents.
 - 4.13.5 The Engineer will review and approve Shop Drawings and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Engineer approval of a separate item shall not indicate approval of an assembly in which the item functions.
 - 4.13.6 The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of Shop Drawings or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Engineer on previous submissions.
 - 4.13.7 The Engineer's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.
 - 4.13.8 No portion of the Work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved by the Engineer. All such portions of the Work shall be in accordance with approved Shop Drawings and Samples.
- 4.14 Use of Site
- 4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
- 4.15 Cutting and Patching of Work
- 4.15.1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly, and shall not endanger any Work by cutting, excavating or otherwise altering the Work or any part of it.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

4.16 Cleaning Up

- 4.16.1 The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the Work "broom-clean" or its equivalent, except as noted otherwise.
- 4.16.2 If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 3.4.

4.17 Communications

- 4.17.1 The Contractor shall forward all communications to the Owner through the Engineer.

4.18 Indemnification

- 4.18.1 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself, including the loss or use resulting therefrom, and (2) is caused in whole or in part by any negligent 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 or not it is caused in part by a party indemnified hereunder.
- 4.18.2 In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 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 workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Engineer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

ARTICLE 5

SUBCONTRACTORS

5.1 Definition

- 5.1.1 A Subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- 5.1.2 A Sub-subcontractor is a person or organization that has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
- 5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Engineer and any Subcontractor or Sub-subcontractor.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- 5.2.1 Unless otherwise specified in the Contract Documents or in the Information For and Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Engineer in writing for acceptance by the Owner and the Engineer, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Engineer shall promptly notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any Subcontractor on such list and does not accept him. Failure of the Owner or the Engineer to make objection promptly to any Subcontractor on the list shall constitute acceptance of such Subcontractor.
- 5.2.2 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Information For and Instructions to Bidders, or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the Owner and the Engineer. The Contractor will not be required to contract with any Subcontractor or person or organization against whom has a reasonable objection.
- 5.2.3 If the Owner or Engineer refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Information For and Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Information For and Instructions to Bidders.

5.2.4 If the Owner or the Engineer requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order will be issued.

5.2.5 The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the Owner and the Engineer, unless the substitution is acceptable to the Owner and the Engineer.

5.3 Subcontractual Relations

5.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors), which shall contain provisions that:

5.3.1.1 preserve and protect the rights of the Owner and the Engineer under the Contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;

5.3.1.2 require that such Work be performed in accordance with the requirements of the Contract Documents;

5.3.1.3 require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party in reasonable time to enable the Contractor to apply for payment in accordance with Article 9.

5.3.1.4 require that all claims for additional costs, extensions of time, damages or delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

5.3.1.5 waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in the Special Conditions, except such rights as they may have to the proceeds of such insurance if held by the Owner as trustee as described in the Special Conditions; and

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 5.3.1.6 obligate each Subcontractor specifically to consent to the provisions of this Paragraph 5.3.

5.4 Payments to Subcontractors

- 5.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.
- 5.4.2 If the Engineer fails to issue a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand made at any time after the Certificate for Payment should otherwise have been issued, for his Work to the extent completed, less the retained percentage.
- 5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under Article 11, and he shall require each Subcontractor to make similar payments to his Subcontractors.
- 5.4.4 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of Work done by such Subcontractors.
- 5.4.5 Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

ARTICLE 6

SEPARATE CONTRACTS

6.1 Owner's Right to Award Separate Contracts

- 6.1.1 The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar conditions of the Contract.

6.2 Mutual Responsibility of Contractors

- 6.2.1 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.
- 6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work,

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

- 6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or mediation, if he will so settle. If such separate Contractor sues the Owner or initiates a mediation proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or mediation costs which the Owner has incurred.

6.3 Cutting and Patching Under Separate Contracts

- 6.3.1 The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his Work except as otherwise specifically provided

in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Engineer.

- 6.3.2 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

6.4 Owner's Right to Clean Up

- 6.4.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 4.16, the Owner may clean up and charge the cost thereof to the several contractors as the Engineer shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Governing Law

- 7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 Successors and Assigns

- 7.2.1 The Owner and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 Written Notice

- 7.3.1 Written notice shall be deemed to have duly been served if delivered in person to the individual or member of the firm or to an office of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 Claims for Damages

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

7.5 Performance Bond and Labor and Material Payment Bond

- 7.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising hereunder if and as required in the Information For and Instructions to Bidders or elsewhere in the Contract Documents.

7.6 Rights and Remedies

- 7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7 Copyright and Patent Rights

- 7.7.1 No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The United States Department of Housing and Urban Development and Ashtabula County, Ohio shall possess all rights to invention or discovery, reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, regarding copyrights as well as rights in data which may arise as a result of the contractor's services.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7.8 Tests

- 7.8.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness and of the date arranged so the Engineer may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.
- 7.8.2 If after the commencement of the Work, the Engineer determines that any Work requires special inspection, testing or approval which Subparagraph 7.8.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subparagraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Engineer additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.
- 7.8.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.
- 7.8.4 If the Engineer wishes to observe the inspections, tests or approvals required by this Paragraph 7.8, he will do so promptly, and where practicable, at the source of supply.
- 7.8.5 Neither the observations of the Engineer in his administration of the construction contract, nor inspection, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

7.9 Interest

- 7.9.1 Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate at the place of the Project.

7.10 Mediation

- 7.10.1 All claims, disputes and other matters in question arising out of, or relating to, this Contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Subparagraph

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

9.7.5, shall be decided by mediation by the American Arbitration Association unless the parties mutually agree otherwise.

7.10.2 Notice of the demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration, and a copy shall be filed with the Engineer. The demand for mediation shall be made within the time limits specified in Subparagraphs 2.2.9 and 2.2.10 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.3 The Contractor shall carry on the Work during any mediation proceedings, unless otherwise agreed by him and the Owner in writing.

7.11 Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611)

7.11.1 The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of Ashtabula County, Ohio shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

(a) An employee, agent, consultant, officer, or elected or appointed official of Ashtabula County, Ohio, any designated public agency or any sub-recipient agency that is receiving CDBG funds from Ashtabula County, Ohio;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by Ashtabula County, Ohio's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

ARTICLE 8

TIME

8.1 Definitions

- 8.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the work.
- 8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Agreement or such other date as may be established therein.
- 8.1.3 The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.
- 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day.

8.2 Progress and Completion

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.
- 8.2.3 If a date or time of completion is included in the Contract, it shall be the Date of Substantial Completion as defined in Subparagraph 8.1.3, including authorized extensions thereto, unless otherwise provided.

8.3 Delays and Extensions of Time

- 8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation, or by any cause which the Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 8.3.2 All claims for extension of time shall be made in writing to the Engineer no more than seven days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay, only one claim is necessary.
- 8.3.3 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 1.2.4 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after demand is made for them, and not then unless such claim is reasonable.
- 8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 Contract Sum

- 9.1.1 The Contract Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 Schedule of Values

- 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to the Engineer, shall be used as a basis for reviewing the Contractor's Application for Payment.

9.3 Progress Payments and Retainage

- 9.3.1 At least ten days before each progress payment falls due, the Contractor shall submit to the Engineer an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may require.
- 9.3.2 At the time for payment to the Contractor, the Owner shall review for approval a full, accurate, and detailed estimate of the various kinds of labor performed and materials furnished under the Contract with the amount due for each and the aggregate amount. This estimate shall include the amounts of the preceding estimate, and the amount of labor and materials furnished since the last estimate.
- 9.3.3 If the payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.

- 9.3.4 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site of furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is

retained by the seller or otherwise imposed by the Contractor or such other person.

- 9.3.5 OWNER shall make progress payments on account of the Contract price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, once each month during construction as provided below.

9.3.5.1 Until the work is 50% complete, progress payments will be in amount equal to 92% of the work completed of materials and equipment not incorporated in the work but delivered and suitably stores, less in each case the aggregate of payments previously made.

9.3.5.2 When the work is 50% complete, reduction of the withholding to 4% of the dollar value of all Work satisfactorily completed to date will be made provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding.

9.3.5.3 Upon substantial completion, OWNER shall pay amount sufficient to increase total payments to CONTRACTOR to 100% of the contract price, less only 1-1/2 times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the ENGINEER.

9.4 Certificates for Payment

- 9.4.1 If the Contractor has made Application for Payment as above, the Engineer will, with reasonable promptness but not more than seven days after the receipt of the Application, issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.

- 9.4.2 The issuance of a Certificate for payment will constitute a representation by the Engineer to the Owner, based on his observations at the site as provided in

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Subparagraph 2.2.4 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. In addition, the Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction

means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.4.3 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Agreement.

9.4.4 No certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5 Payments Withheld

9.5.1 The Engineer may decline to approve an Application for Payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Engineer may also decline to approve any Application for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

9.5.1.1 defective Work not remedied;

9.5.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

9.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4 reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;

9.5.1.5 damage to another contractor;

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

9.5.1.6 reasonable doubt that the Work will not be completed within the Contract Time; or,

9.5.1.7 unsatisfactory prosecution of the Work by the Contractor.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

9.6 Failure of Payment

9.6.1 If the Engineer should fail to issue any Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner should fail to pay the Contractor within seven days after the date established in the Agreement any amount certified by the Engineer or awarded by mediation, then the Contractor may, upon seven additional days' written notice to the Owner and the Engineer, stop the Work until payment of the amount owing has been received.

9.6.2 Payment on Application for Payment certified by the Engineer and approved by the Owner shall be made within thirty (30) days of the date of such approval. If the Owner should fail to make payment within this time, there shall be allowed to the Contractor, in addition to any other remedies available by law, interest on such moneys. The rate of such interest shall be the average of the prime interest rate established at the commercial banks in the city of over one hundred thousand population that is nearest the construction site.

9.6.3 Payment of retained moneys shall be made within thirty (30) days from date of authorization for payment. If not made, there shall be allowed to the Contractor, in addition to other remedies allowed by law, interest on the retained moneys. This interest shall be in addition to any interest earned in the escrow account. Interest rate shall be determined as in Sub-paragraph 9.6.2.

9.7 Substantial Completion and Final Payment

9.7.1 When the Contractor determines that the Work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Engineer, on the basis of an inspection, determines that the Work is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 9.7.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable.
- 9.7.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.7.4 If, after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the Contractor, and the Engineer so confirms, the Owner shall, upon certification by the Engineer and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents and, if bonds have been furnished as required in Subparagraph 7.5.1, the written consent of the surety to the payment of the balance due for the portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.7.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
- 9.7.5.1 unsettled liens;
 - 9.7.5.2 faulty or defective Work appearing after Substantial Completion;
 - 9.7.5.3 failure of the Work to comply with the requirements of the Contract Documents; or

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 9.7.5.4 terms of any special guarantee required by the Contract Documents.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

- 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 Safety of Persons and Property

- 10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- 10.2.1.1 all employees on the Work and all other persons who may be affected thereby;
 - 10.2.1.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - 10.2.1.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- 10.2.3 When the use of storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.2.4 All damage or loss to any property referred to in Clause 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Engineer or anyone

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

employed by either of them or for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

10.2.5 When an estimate is allowed on account of material delivered to the site of the Work or other approved location for storage, such material becomes the property of the Owner under the Contract; however, if such material or equipment is stolen, damaged, or destroyed by casualty before being used, the Contractor will be responsible for its replacement.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

10.3 Emergencies

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 Contractor's Liability Insurance

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims under workmen's compensation, disability benefit and other similar employee benefit acts;

11.1.1.2 claims for damages because of bodily injury, occupational sickness or disease or death of his employees;

11.1.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

11.1.1.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 11.1.1.5 claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 4.18.
 - 11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least fifteen days prior to written notice has been given to the Owner.
- 11.2 Refer to the Special Conditions for minimum insurance requirements.

ARTICLE 12

CHANGES IN THE WORK

12.1 Change Orders

- 12.1.1 The Owner, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Engineer, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. Alternatively, the Change Order may be signed by the Engineer alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. A Change Order may also be signed by the Contractor if he agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.
- 12.1.3 The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways:
 - 12.1.3.1 by mutual acceptance of a lump sum properly itemized;
 - 12.1.3.2 by unit prices in the Contract Documents or subsequently agreed upon; or
 - 12.1.3.3 by cost and mutually acceptable fixed or percentage fee.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 12.1.4 If none of the methods set forth in Subparagraph 12.1.3 is agreed upon, the Contractor, provided he receives a Change Order, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Engineer on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such cases and also under Clause 12.1.3.3 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the Owner, payments on account shall be made on the Engineer's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change, which results in a net decrease in cost will be, the amount of the actual net decrease as confirmed by the Engineer. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.
- 12.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground be set at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.
- 12.1.6 If the Contractor claims that additional costs involved because of (1) any written interpretation issued pursuant to Subparagraph 1.2.4, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, or (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.3, the Contractor shall make such claim as provided in Paragraph 12.2.

12.2 Claims for Additional Cost

- 12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer written notice thereof within seven days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Subparagraph 10.3.1. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3 Minor Changes in the Work

- 12.3.1 The Engineer shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

changes may be effected by Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

12.4 Field Orders

- 12.4.1 The Engineer may issue written Field Orders which interpret the Contract Documents in accordance with Subparagraph 1.2.4 or which order minor changes in the Work in accordance with Paragraph 12.3 without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 Uncovering of Work

- 13.1.1 If any Work should be covered contrary to the request of the Engineer, it must, if required by the Engineer, be uncovered for his observation and replaced, at the Contractor's expense.
- 13.1.2 If any other Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall be, by appropriate Change Order, charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payment of such costs.

13.2 Correction of Work

- 13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work, including the cost of the Engineer additional services thereby made necessary.
- 13.2.2 If, within one year after Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovering of the condition.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 13.2.3 All such defective or non-conforming Work under Subparagraphs 13.2.1 and 13.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.
- 13.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.
- 13.2.5 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may, upon ten additional days'

written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for Engineer's additional services. If such costs of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

- 13.2.6 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 3.4.

13.3 Acceptance of Defective or Non-conforming Work

- 13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 Termination by the Contractor

- 14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government such as a declaration of a national emergency making material unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor for the Engineer's failure to issue a Certificate of Payment as provided in Paragraph 9.6 or for the Owner's failure to make payment thereon as provided in Paragraph 9.6, then the Contractor may, upon seven days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 Termination by the Owner

- 14.2.1 If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the

Contract Documents, then the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

- 14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Engineer's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by the Engineer.

ARTICLE 15

DISPUTE RESOLUTION (NEGOTIATION/ARBITRATION)

15.1 Meet to Confer and Negotiate

- 15.1.1 Engineer's action under Paragraph 2.2.9 or a denial pursuant to Paragraphs 2.2.9.3 or 2.2.9.4 shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below.
- 15.1.2 Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- 15.1.3 If the negotiations contemplated by Paragraph 15.1.2 are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under 15.1.2 shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.

GENERAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

15.1.4 If the Claim is not resolved by negotiation, Engineer's action under Paragraph 2.2.9 or a denial pursuant to Paragraphs 2.2.9.3 or 2.2.9.4 shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor:

15.1.4.1 elects in writing to demand arbitration of the Claim, pursuant to Paragraph 15.2, or

15.1.4.2 agrees with the other party to submit the Claim to another dispute resolution process.

15.2 Court of Common Pleas

15.2.1 All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 9.7.5) including but not limited to those not resolved under the provisions of Paragraph 15.1 will be exclusively brought in the jurisdiction of the Common Pleas Court in Ashtabula County, Ohio.

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

INDEX

Article 1	Definitions and Standards	SC-2
2	Liquidated Damages	SC-4
3	Executive Order Compliance	SC-4
4	Federal Regulations	SC-4
5	Scope of Work	SC-5
6	Temporary Facilities and Use of Site	SC-5
7	Other Contracts and Operations	SC-7
8	Clean Up.....	SC-7
9	Miscellaneous Provisions	SC-7
10	Guarantees	SC-8
11	Insurance Limits.....	SC-8
12	Payment Procedure	SC-11
13	Wage Rates	SC-11
14	Surveys, Layouts and Levels	SC-11
15	Subsurface and Physical Conditions.....	SC-12
16	Hazardous Environmental Condition	SC-12
17	Archaeological Reconnaissance & Assessment	SC-12
18	Underground Utilities	SC-12
19	Erosion Control.....	SC-12
20	Environmental Protection	SC-13
21	Davis Bacon Wage Act	SC-13

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

ARTICLE 1

DEFINITIONS AND STANDARDS

1.1 Definitions

1.1.1	Owner	"Village of Geneva-on-the-Lake", "Geneva-on-the-Lake", "Village of Geneva-on-the-Lake, Ohio", "The Village" acting through their duly authorized representative.
1.1.2	Engineer	Architects-Engineers, the firm of Glaus, Pyle, Schomer, Burns And DeHaven, (dba GPD Group, GPD Associates) employed for this work and as representative of the Owner and as further defined in the General Conditions.
1.1.3	Contract	All covenants, terms and stipulations contained in all the Contract Documents.
1.1.4	Contractor	The party of the second part entering into Contract with the Owner for performance of this work or his properly authorized agent.
1.1.5	Approved Equal	Approved by the Engineer or Village of Geneva-on-the-Lake
1.1.6	Work	Labor or materials or both.
1.1.7	Substantial Completion	The date of substantial completion of the project is the date when the construction is sufficiently completed, in accordance with the plans and specifications, as modified by any change orders agreed to by the parties, so that the Owner may use the facility.

1.2 Standards

All equipment, materials and labor required to complete the work specified in the Contract Documents shall be in strict accordance with the applicable requirements of the latest editions and interim amendments of the following standards:

1.2.1	ASTM	The American Society for Testing Materials
1.2.2	AIA	The American Institute of Architects
1.2.3	ASME	The American Society of Mechanical Engineers

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

1.2.4	IEEE	Institute of Electrical and Electronic Engineers
1.2.5	NEMA	National Electrical Manufacturers Association
1.2.6	AWS	American Welding Society
1.2.7	NEC	National Electric Code
1.2.8	NESC	National Electric Safety Code
1.2.9	ANSI	American National Standards Institute
1.2.10	AASHTO	American Association of State Highway Officials
1.2.11	SAE	Society of Automotive Engineers
1.2.12	IPCEA	Insulated Power Cable Engineers Association
1.2.13	APE	American Petroleum Institute
1.2.14	AWWA	American Water Works Association
1.2.15	UL	Underwriters' Laboratories
1.2.16	ACI	American Concrete Institute
1.2.17	ODOT	State of Ohio Department of Transportation Construction and Material Specifications
1.2.18	AISC	American Institute of Steel Construction
1.2.19	AISI	American Iron and Steel Institute
1.2.20	SSPC	Steel Structures Painting Council
1.2.21	NBFU	National Board of Fire Underwriters
1.2.22	NFPA	National Fire Protection Association
1.2.23	OSHA	Occupational Safety and Health Association
1.2.24	EPA OEPA	Environmental Protection Agency Ohio Environmental Protection Agency
1.2.25	ODOH	Ohio Department of Health
1.2.26	DOT	Department of Transportation

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

ARTICLE 2

LIQUIDATED DAMAGES

See "LIQUIDATED DAMAGES' in the Information for and Instructions to Bidders Section and Form of Proposal Section of the Contract Documents/Specifications.

ARTICLE 3

EXECUTIVE ORDER COMPLIANCE

3.1 The Contractor agrees that he will comply with the provisions of:

- 3.1.1 Executive Order 11246, September 24, 1965, relating to equal employment opportunities and with applicable rules, regulations and procedures prescribed pursuant thereto.
- 3.1.2 Title VI of the Civil Rights Act of 1964 (78 Stat. 25; Public Law 88-352), providing that no person in the United States shall, because of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (Sec. 601), and to the implementing regulation issued by the Secretary of the Interior with the approval of the President (43 CFR Part 17).

ARTICLE 4

FEDERAL REGULATIONS

4.1 Social Security Act

- 4.1.1 The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this Contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and each said Contractor also agrees to indemnify and save harmless the Owner, from any such contributions or taxes or liability therefore.

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

ARTICLE 5

SCOPE OF WORK

5.1 Scope of Work for All Divisions

- 5.1.1 The work described in the specifications consists of furnishing all of the labor, appliances, and services necessary to complete the work shown or reasonably inferred on the drawings and/or described in the specifications, and all materials and equipment to be incorporated at the construction for a complete and operable installation for the Owner's use. All excess materials, containers, etc. shall be removed from the job site at the completion of the work.

ARTICLE 6

TEMPORARY FACILITIES, USE OF SITE AND SITE CONDITIONS

6.1 Field Facilities

- 6.1.1 The Contractor shall be responsible for the following:
 - 6.1.1.1 Provide and maintain an adequate number of portable fire extinguishers.
 - 6.1.1.2 Temporary sanitary facilities for the use of all personnel in compliance with all Local and State of Ohio Health Codes. Remove the facilities at the completion of work.
 - 6.1.1.3 Provide a lockable field office complete with desks, cabinets, plan rack, laydown table, electric and telephone (land line or cellular) service.
 - 6.1.1.4 Provide a lockable storage trailer or shed for the storage and protection of construction materials.
 - 6.1.1.5 Provide temporary electric power as needed.
 - 6.1.1.6 Containerized drinking water and paper supply for the use of construction personnel.
 - 6.1.1.7 Dumpster/trash or roll off box container for the collection and disposal of demolition and construction waste.

6.2 Watchman

- 6.2.1 The Contractor shall provide the services of a watchman if such becomes necessary to protect the work, or to protect the public from hazardous conditions arising from the work.

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

6.3 Dust, Unnecessary Noise and Burning

6.3.1 The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt, and dust.

6.3.2 No burning of refuse or other materials shall be permitted on the site.

6.4 Existing Structures

6.4.1 The Contract Documents indicate the existing structures insofar as they have been determined, but the information is not guaranteed to be correct or complete. Unless otherwise indicated in the Contract Documents or unless otherwise taken care of by the Owner thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the work, shall be protected and maintained by the Contractor and shall not be disturbed or damaged during the progress of the work; provided that should the Contractor disturb, disconnect or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

6.5 Use of Premises

6.5.1 Roads shall be used by the Contractors and Suppliers as directed by the Engineer. Damage of the grounds, resulting from hauling, storage of materials, or other activity connected with the work, shall be repaired by the Contractor at his expense, to the satisfaction of the Engineer.

6.6 Handling of Materials

6.6.1 The Contractor shall make his own arrangements for the handling of materials. The Owner will not accept deliveries for or sign for Contractor's equipment. This will be the sole responsibility of the Contractor. Shipment will only be received during normal working hours.

6.7 Protecting Work and Materials

6.7.1 Materials and Equipment stored at the site or elsewhere shall be protected at all times from physical injury and from weather, dirt and water. Housing platforms and racks shall be used for the proper storage of such materials. The Contractor shall take all precautions to protect all work from any condition of weather.

6.8 Soil Conditions

6.8.1 Soil borings were not performed on this project.

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 6.8.2 The Contractor must assume all risk as to the nature and behavior of the soil which may be encountered, or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed only in the process of carrying forward the work. The Owner does not make any representation as to the soil conditions to be encountered or as to foundation materials.
- 6.8.3 The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to kind of condition of the soil that may be encountered in the prosecution of the proposed work.
- 6.8.4 Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidders, and he shall maintain and restore the site to a condition of safety.

ARTICLE 7

OTHER OPERATIONS

- 7.1 The Contractor shall coordinate his work and schedule with the Owners operation and personnel on the site.

ARTICLE 8

CLEAN UP

8.1 Cleaning Up

- 8.1.1 The Contractor shall be responsible for the collection and removal of rubbish, debris, cartons, etc., in accordance with the General Conditions, Article 4.16 and 6.4.
- 8.1.2 At the completion of the work, the Contractor shall remove all rubbish that has accumulated, and shall leave the work area clean.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 State, Federal and Local Taxes

- 9.1.1 Materials purchased for use of consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised Code of Ohio and also from the state of Ohio Use Tax, Section 5741.01. Purchases by the

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

Contractor of expendable items such as form lumber, tools, oils, greases, fuel or equipment rentals are subject to the application of the Ohio Sales or Use Tax.

9.2 Drawings

- 9.2.1 The drawings accompanying this specification indicate the general arrangement expected. The Engineer may request material revision to the detailed design drawings submitted by the Contractor to secure better access, operation or maintenance. Where such changes affect the cost of the work, the price shall be adjusted as indicated.

9.3 Standards-Substitutions

- 9.3.1 Those articles, devices, materials, forms of construction, fixtures, etc., named in the specifications to denote the kind and quality required, whether or not the word "or equal" is used, shall be known as "Standards" and all proposals shall be based on the same. Where the bidder is required to name a supplier or subcontractor in his proposal, no deviation will be permitted from such listings.

ARTICLE 10

GUARANTEES

10.1 Guarantees

- 10.1.1 The Contractor shall provide guarantees in accordance with the General Conditions, Articles 9.3.4 and 13.2.2.
- 10.1.2 The attention of all bidders is directed to the conditions that the Contractor and his Surety will be held responsible to the Owner that all items of equipment installed under this Contract fully meet the design and in actual operation satisfactorily perform the functions for which installed. Further, that the Owner may withhold final payment until such performance and operation is demonstrated.

10.2 Personnel Protection

- 10.2.1 The Contractor shall agree not to solicit or recruit the Owner's personnel during the term of this Contract. The Contractor shall agree that any former employee of the Owner that becomes employed by the Contractor during the term of this Contract shall not be used on this project.

ARTICLE 11

INSURANCE LIMITS

11.1 Public Liability, Property Damage and Automobile Insurance

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 11.1.1 The Contractor shall take out and maintain during the life of this Contract, at his own expense, such insurance as prescribed herein and in the General Conditions, Article 11.
- 11.1.2 Certificates of insurance shall be submitted to the Owner through the Engineer in accordance with the minimum limits described.

11.2 Builder's Risk Insurance (Property Insurance)

- 11.2.1 The Contractor shall take out and maintain during the life of the Contract, comprehensive builder's risk insurance with extended coverage and coverage for vandalism and malicious mischief in an amount equal to the Contract price. The insurance shall protect the Owner and the Contractor, and shall include coverage, for damage or loss to the work and to appurtenances, all materials, supplies, equipment, construction plant, and temporary structures arising from fire, explosion, wind, earthquake, smoke, aircraft and lightning. No exclusions shall be authorized except that the policy may be made subject to the standard nuclear clause. The policy of insurance or certified copy thereof shall be delivered to the Owner prior to the commencement of construction.

CONTRACTORS PROJECT INSURANCE

Project: Shadowbrook Drive Culvert Replacement

Owner: Village of Geneva-on-the-Lake, Ohio

Date: June 2025 through December 2025

The Contractor is hereby instructed to include the following insurance for this project.

A. CONTRACTOR'S LIABILITY INSURANCE

1. Workers' Compensation

State and Employers Liability
Employer's Liability

Statutory
\$500,000
\$500,000 - Each Accident
\$500,000 - Disease, Policy limit

\$500,000 - Disease, Each employee

2. General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:
\$1,000,000 - Each Occurrence

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

\$2,000,000 – Aggregate

- (b) Property Damage
\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate
 - (c) Products and Completed Operations Insurance shall be maintained for a minimum period of 3 years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
X (Explosion)
C (Collapse)
U (Underground)
 - (e) Contractual Liability (Hold Harmless Coverage):
Bodily Injury:
\$1,000,000 - Each Occurrence
Property Damage:
\$1,000,000 - Each Occurrence
 - (f) Personal Injury
\$2,000,000 - Aggregate
 - (g) If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have General Aggregate apply to this Project only.
3. Umbrella Excess Liability
\$1,000,000 Over primary insurance
\$10,000 Retention
4. Automobile Liability (owned, non-owned, hired):

\$1,000,000 Combined Single Limit for bodily injury and property damage liability
5. Other Insurance:
- | Coverage: | Amount: |
|--|---|
| Automobile Liability - Non-Owned & Hire Car | Included in above Auto Liability Limits |
| Broad Form General Liability Coverage | Included in General Liability Limits |
| Uninsured & Under Insured Motorists Coverage | At Contractor's discretion |

B. PROPERTY INSURANCE

The Contractor shall purchase the following:

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

All-Risk In the names of the Owner, Contractor, Subcontractor and Sub-subcontractors as their interests may appear with limits as follows:

Amount equal to the Contract Sum for the Work.

C. OTHER INSTRUCTIONS RELATED TO INSURANCE

The Village of Geneva-on-the Lake shall be named as additional insured in regards to the Contractor's auto, general and umbrella liability insurance policies.

ARTICLE 12

PAYMENT PROCEDURE

12.1 Payment Procedure

12.1.1 The Contractor shall submit for payment on standard Application for Payment forms approved by the Engineer, or such other forms as may be designated by the Owner. The payment forms shall reflect a detailed schedule of values equaling the amounts shown on the bid forms on the Form of Proposal and must be approved by the Engineer.

12.1.2 Application for Payments shall be due in the office of the Engineer at the first of the month, and shall be acted upon within seven days. After approval by the Owner, payment shall be made within thirty days of certification by the Engineer. Pay requests shall be accompanied by payroll reports which show compliance with the Appropriate Authority's requirements for Certified Payroll Reports.

12.1.3 A waiver of lien will be required from subs and major suppliers prior to the release of the final payment.

ARTICLE 13

WAGE RATES

13.1 Wage Rates

13.1.1 As required by the Ohio Department of Commerce.

ARTICLE 14

SURVEYS, LAYOUTS AND LEVELS

14.1 The Contractor shall be responsible for protecting and preserving the reference points or layout stakes established by the Owner and shall make no changes or relocations without the prior written permission of the Engineer.

14.2 The Contractor shall be responsible to pay for engineering surveys required to reestablish the project reference points or layout stakes, due to lost or destroyed stakes.

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

- 14.3 The Contractor shall report to the engineer whenever any reference point is lost or destroyed or required relocation because of necessary changes in grades or locations.

ARTICLE 15

SUBSURFACE AND PHYSICAL CONDITIONS (NO DATA)

- 15.1 No reports of explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

ARTICLE 16

HAZARDOUS ENVIRONMENTAL CONDITION (NO DATA)

- 16.1 No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.
- 16.2 Not Used.

ARTICLE 17

ARCHAEOLOGICAL RECONNAISSANCE & ASSESSMENT

- 17.1 No archaeological reconnaissance surveys or assessments for the site were performed by, nor are any surveys or reports known by, the Owner or Engineer.
- 17.2 Contractor shall cooperate fully in archaeological and historic surveys and salvage efforts, if such discoveries are uncovered within the project area.

ARTICLE 18

UNDERGROUND UTILITIES

- 18.1 It shall be the duty of each Contractor who intends to perform excavation or demolition work to; ascertain the location and type of users' lines either by inspection of the attached drawing or, if there be no such drawing, by contacting all users as listed in the County Recorder of Deeds for the appropriate political subdivision; and, to notify all users not less than three (3) days prior to the day of beginning of such work and to request information regarding underground utilities at the work location. CONTRACTOR shall comply will all requirements of the applicable underground utility line protection laws.

ARTICLE 19

EROSION CONTROL

- 19.1 Any Contractor involved in an earthmoving activity is responsible for complying with the State Erosion Control Regulations. The CONTRACTOR must develop, implement and maintain an erosion and sedimentation control plan and must have the plan available at the earthmoving site. If an erosion and sedimentation control plan is issued by the

SPECIAL CONDITIONS

VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT

ENGINEER, it shall be used until such a time that the CONTRACTOR develops a new plan and obtains review comments by the County, the Conservation District and/or approval by the local political subdivision and the ENGINEER.

ARTICLE 20

ENVIRONMENT PROTECTION

- 20.1 CONTRACTOR shall comply with all provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution, and the preservation of public natural resources that affect the project pursuant to the provisions of state law.

ARTICLE 21

DAVIS BACON WAGE ACT

- 21.1 Federal Davis Bacon Wage Rates for Ashtabula County, Ohio, as a minimum, are required on this project.

A. APPLICABILITY

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

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATE OF COMPLIANCE WITH LABOR STANDARD PROVISIONS

I, the undersigned _____
the duly authorized representative of _____ hereinafter
referred to as the contractor _____, do hereby certify that I have examined
the Federal Labor Standard Provisions (HUD-4010) with related certificates and documents, and
all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, review said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: _____ DATE: _____

TITLE: _____

HUD-4010

UTILITY NOTE
VILLAGE OF GENEVA-ON-THE-LAKE – SHADOWBROOK DRIVE CULVERT REPLACEMENT
June 13, 2025

- Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These utility facilities shall remain in place **or** be relocated within the construction limits of the project as set out below.
- All station locations listed below are approximate unless otherwise stated.
- Relocations are based on the *Construction Centerline*.
- The horizontal and vertical locations of the underground utilities shown in the highway plans, within the project limits, were located by GPD Group by existing utility records. If there are any discrepancies between field markings and what the highway plan indicates, please contact GPD Group, 330-599-4336 prior to any subsurface work being initiated.
- All changes to relocation work as described in the Utility Note must be approved by the Engineer. The Village of Geneva-on-the-Lake shall not be held responsible for delay claims resulting from agreements made between the utility companies and the Contractor without the Village's prior consent to the agreement.
- The Contractor shall notify the Engineer, **in writing**, within **24 hours** of any project related contact with a utility company.
- Company work time frames **DO NOT** include Ohio Revised Code 48-hour One Call requirements.
- Utility relocation work is based on the sequence of construction in the highway plan. Any changes made to the sequence of construction, after the project is sold, may impact the utility relocation completion dates.
- It **should not** be assumed a Company's work, in all locations, can be performed concurrently, unless otherwise noted. The number of working days for a Company to perform their relocation work may not be consecutive.
- Non-compliance in meeting established target dates could cause the Village to incur project delays and/or additional costs.
- For further responsibilities of the Contractor and Utility Companies, see the *Ohio Department of Transportation Construction and Material Specifications*, sections 105.07 & 107.16.
- The Companies shall comply with the following requirements, regarding restoration of areas within the project limits, where their facilities have been relocated due to proposed project work:
 - All excavations shall be backfilled with suitable material and compacted to ODOT specifications.
 - Mounding of dirt over trenches will not be permitted. Preliminary cleanup will be required while working and unsuitable material hauled away.
 - Trenches are not to remain open overnight, other than what is needed to start the next day's work. Those trenches shall be covered with a steel plate and designated with safety cones or barrels.
 - All disturbed right of way shall be restored to its original condition or better, and seeded and mulched as per Item 659, ODOT specifications. ***Excavations must be restored within 7 days of original date of disturbance.***

- All trenched driveway approaches shall be backfilled with granular material and compacted to ODOT specifications. Driveway surfaces shall be replaced in kind.
- The Contractor may need to coordinate his underground work with a/all Utility Companies within the project limits.

CEI The Illuminating Company

John Zassick, 440-546-8706, jmzassick@firstenergycorp.com

The Company has aerial electrical lines within the project limits and will be required to modify them. Per CEI The Illuminating Company, proposed guard rail and 24" storm appear to conflict with pole 594446 and related down guys at Sta. 13+40.

Maintain OSHA clearance from 13,200 volt wires. Request de-energizing if OSHA clearance can not be maintained. Non-Illuminating Company personnel are not permitted to hold or brace poles. For this service, create an order by calling 800-589-3101. The CEI line shop will contact the Contractor to schedule the work. De-energizing may or may not be possible.

The Company does not anticipate any other conflicts with proposed work. If a conflict does arise, the Contractor shall immediately contact the Company and Engineer, so the proper actions can be taken to prevent delay of construction.

Unless otherwise specified, the overhead conductors within this project area will remain energized for the duration of the project. Caution must be exercised by the Contractor to ensure that OSHA safety standards are observed.

Enbridge Gas Ohio

Andrew Backur, 330-472-4471, andrew.w.backur@dominionenergy.com

The Company has underground gas lines within the project limits and anticipates relocating these underground gas lines during Spring 2025.

The Company does not anticipate any other conflicts with proposed work. If a conflict does arise, the Contractor shall immediately contact the Company and Engineer, so the proper actions can be taken to prevent delay of construction.

Village of Geneva-on-the-Lake

Public Works Department, 440-466-8698

The Company has facilities within the project limits as shown on the plans. The Contractor shall perform all work as described and detailed in the plans and contract documents.

The Company does not anticipate any other conflicts with proposed work. If a conflict does arise, the Contractor shall immediately contact the Company and Engineer, so the proper actions can be taken to prevent delay of construction.

Ashtabula County Department of Environmental Services
Angela Gruber, 440-576-3083, algruber@ashtabulacounty.us

The Company has underground water lines within the project limits.

The Company does not anticipate any conflicts with proposed work. If a conflict does arise, the Contractor shall immediately contact the Company and Engineer, so the proper actions can be taken to prevent delay of construction.

DAVIS BACON WAGE RATES

"General Decision Number: OH20250001 06/06/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025

BROH0001-001 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020		

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024		

LAWRENCE		
	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023		

PORTAGE & SUMMIT		
	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024		

PORTAGE & SUMMIT		
	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024		

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,

Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH009-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

BROH010-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH014-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH018-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH022-004 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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

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

BROH0044-002 06/01/2024		

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

BROH0046-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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

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

BROH0052-001 06/01/2024		

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2017

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

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

CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

CARP0200-002 05/01/2024

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

	Rates	Fringes
CARPENTER.....	\$ 33.15	22.43
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 33.15	22.43

CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025		
LUCAS & WOOD		
	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025		
	Rates	Fringes
CARPENTER		
DEFIANCE, FULTON, HANCOCK,		
HENRY, PAULDING & WILLIAMS		
COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025		
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT		
	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025		
ASHTABULA, CUYAHOGA, GEAUGA & LAKE		
	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025		
ASHLAND, HURON & RICHLAND		
	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025		
LORAIN		
	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025		
ERIE		
	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		
CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT		
	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025		
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT		
	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day		

CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

 CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

 CARP1090-005 05/01/2025

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

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

 CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

 CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

 CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

 CARP1090-009 05/01/2025

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

 ELEC0008-002 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

 ELEC0032-003 12/02/2024

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

Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.45

ELEC0038-002 04/29/2024

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

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 45.23	23.88

FOOTNOTES;

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

ELEC0038-008 04/29/2024

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

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 32.30	14.38
Installer Technician.....	\$ 31.05	14.34

FOOTNOTES;

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

ELEC0064-003 11/25/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.80	21.03

ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit		

Projects.....	\$ 54.96	27%+8.25
---------------	----------	----------

ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

ELEC0082-002 12/02/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

* ELEC0082-006 11/25/2024

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0129-004 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2024

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.04	27.62

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

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

ELEC0212-005 06/03/2024

BROWN, CLERMONT, and HAMILTON COUNTIES

Rates	Fringes
-------	---------

ELECTRICIAN.....\$ 35.43 22.05

ELEC0245-001 08/26/2024

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

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

ELEC0245-003 01/01/2025

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting		
Technician.....	\$ 42.18	8.10+28%

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

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

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

ELEC0246-001 10/28/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

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

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville,
Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer,
Wadsworth, Westfield & York Townships), PORTAGE (Atwater,
Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph,

Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

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

* ELEC0540-005 12/30/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.87	28.87

ELEC0573-003 11/25/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.20

ELEC0575-001 05/29/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 08/26/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 36.00	23.06

ELEC0673-004 12/30/2024

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

Rates	Fringes
-------	---------

CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 39.47	24.02

ELEC0683-002 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 41.50	24.19
ELECTRICIAN.....	\$ 40.50	25.20

ELEC0688-003 05/30/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2023

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

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

ELEC1105-001 05/27/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

ENGI0018-003 05/01/2024

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving
Machine; Boiler Operator on Compressor or Generator when
mounted on a Rig; Cableway; Combination Concrete Mixer &
Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump;
Crane (All Types, Including Boom Truck, Cherry Picker);
Crane-Compact, Track or Rubber over 4,000 lbs. capacity;

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

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

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

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

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

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

GROUP 7 - Boom from 180 and over.

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh

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

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

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

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30
GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached		
GROUP 2 - Asphalt Heater Planer; Backfiller with Drag		

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

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

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

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024		

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

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 36.83	29.01

IRON0044-001 06/01/2024		

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

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 35.87	23.60

IRON0044-002 06/01/2024		

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.60
Ornamental; Structural.....	\$ 35.37	23.60

IRON0055-003 07/01/2024		

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2024		

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

	Rates	Fringes
IRONWORKER.....	\$ 34.20	26.39

IRON0172-002 06/01/2024		

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

	Rates	Fringes
IRONWORKER.....	\$ 36.77	22.85

IRON0207-004 06/01/2024		

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 35.83	27.41
Ornamental; Reinforcing;		
Structural.....	\$ 34.83	27.41
Ornamental; Reinforcing.....	\$ 28.92	25.61

IRON0290-002 06/01/2024		

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

	Rates	Fringes
IRONWORKER.....	\$ 35.39	24.35

IRON0549-003 12/01/2022		

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

Rates	Fringes
-------	---------

IRONWORKER.....	\$ 35.19	25.66
-----------------	----------	-------

IRON0550-004 05/01/2024

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

Rates	Fringes
-------	---------

Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88
--	----------	-------

IRON0769-004 06/01/2024

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

Rates	Fringes
-------	---------

IRONWORKER.....	\$ 37.66	29.24
-----------------	----------	-------

IRON0787-003 06/01/2024

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates	Fringes
-------	---------

IRONWORKER.....	\$ 33.00	24.25
-----------------	----------	-------

LAB00265-008 05/01/2024

Rates	Fringes
-------	---------

LABORER

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

GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45

CUYAHOGA AND GEAUGA
COUNTIES ONLY: SEWAGE
PLANTS, WASTE PLANTS,
WATER TREATMENT
FACILITIES, PUMPING
STATIONS, & ETHANOL PLANTS

CONSTRUCTION.....	\$ 38.56	14.45
-------------------	----------	-------

CUYAHOGA, GEAUGA & LAKE
COUNTIES

GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45

REMAINING COUNTIES OF OHIO

GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

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

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

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

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

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

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

PAIN006-002 05/01/2023

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

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK;		
REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95
PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN007-002 07/01/2024

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 31.84	20.79
GROUP 2.....	\$ 32.84	20.79
GROUP 3.....	\$ 32.84	20.79
GROUP 4.....	\$ 32.84	20.79
GROUP 5.....	\$ 32.84	20.79
GROUP 6.....	\$ 32.84	20.79
GROUP 7.....	\$ 32.84	20.79
GROUP 8.....	\$ 32.84	20.79
GROUP 9.....	\$ 32.84	20.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

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

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

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

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

PAIN0093-001 12/01/2024

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

	Rates	Fringes
--	-------	---------

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities..	\$ 33.29	24.46

PAIN0249-002 05/01/2024

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
--	-------	---------

PAINTER

GROUP 1 - Brush & Roller....	\$ 27.15	13.64
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 27.15	13.64
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 27.90	13.64
GROUP 4 - Steeplejack Work..	\$ 28.10	13.64
GROUP 5 - Coal Tar.....	\$ 28.65	13.64
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 35.86	13.64
GROUP 7 - Tanks, Stacks & Towers.....	\$ 31.09	13.64
GROUP 8 - Bridge Blaster, Rigger.....	\$ 38.86	13.64

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
--	-------	---------

PAINTER

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

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER

Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
---	----------	-------

Power Generating Facilities.\$ 32.94 19.49

PAIN0476-001 06/01/2024

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 28.39	17.14
GROUP 2.....	\$ 35.02	17.14
GROUP 3.....	\$ 28.60	17.14
GROUP 4.....	\$ 28.89	17.14
GROUP 5.....	\$ 29.04	17.14
GROUP 6.....	\$ 29.29	17.14
GROUP 7.....	\$ 30.39	17.14

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 32.18	20.29
GROUP 2.....	\$ 33.81	20.29
GROUP 3.....	\$ 35.44	20.29
GROUP 4.....	\$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day;
July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1
Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid
vacation; After 2, but less than 10 years' service - 10
days' paid vacation; After 10, but less than 20 years'
service - 15 days' paid vacation; After 20 years' service -
20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of
mother, father, brother, sister, spouse, child,
mother-in-law, father-in-law, grandparent and inlaw
provided employee attends funeral

PAIN0788-002 06/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2023

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

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

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2023

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 31.43	15.50
Brush & Roller.....	\$ 30.18	15.50
Spray; Tank Interior & Exterior.....	\$ 31.03	15.50

PAIN1020-002 07/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.54	17.66
Drywall Finishing & Taping..	\$ 27.29	17.66
Lead Abatement.....	\$ 28.29	17.66
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.29	17.66
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.79	17.66
Wallcoverings.....	\$ 27.29	17.66

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2024

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 36.26	14.91
Brush; Roller.....	\$ 30.65	14.91
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 31.35	14.91
Spray.....	\$ 31.15	14.91
Stacks; Tanks; & Towers....	\$ 33.46	14.91
Structural Steel & Swing Stage.....	\$ 29.50	14.91

PLAS0109-001 06/01/2024

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

PLAS0109-003 06/01/2024

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

PLAS0132-002 07/01/2024

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

	Rates	Fringes
PLASTERER.....	\$ 30.40	16.54

PLAS0404-002 05/01/2018		

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

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

PLAS0404-003 05/01/2018		

LORAIN COUNTY

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

PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

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

PLAS0886-001 07/01/2024		

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-003 07/01/2024		

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-004 07/01/2024		

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLUM0042-002 07/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.62	25.67

PLUM0050-002 07/01/2024		

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

Rates	Fringes
-------	---------

Plumber, Pipefitter,
Steamfitter.....\$ 49.70 30.76

PLUM0055-003 05/01/2024

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

	Rates	Fringes
PLUMBER.....	\$ 42.36	29.90

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

PLUM0120-002 05/01/2025

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

	Rates	Fringes
PIPEFITTER.....	\$ 49.17	28.55

PLUM0162-002 06/01/2024

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2024

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.43	37.29

PLUM0189-002 06/01/2024

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

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

PLUM0219-002 06/01/2024

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.37	27.64

PLUM0392-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.65	26.75

PLUM0396-001 06/01/2024		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.45	28.96

PLUM0495-002 06/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.82	36.70

PLUM0577-002 06/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 41.65	27.48

PLUM0776-002 07/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.07	29.35

TEAM0377-003 05/01/2024		

STATEWIDE, EXCEPT CUYAHOGA, GEauga & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.54	16.80
GROUP 2.....	\$ 32.96	16.80

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;

Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2024

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.25	18.95
GROUP 2.....	\$ 33.75	18.95

GROUP 1: Straight & Dump, Straight Fuel

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

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

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter

d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"

**ADDENDUM No. 1
to
BID DOCUMENTS
for
Village of Geneva-On-The-Lake
Shadowbrook Drive Culvert Replacement**

Ashtabula County, Ohio

July 11, 2025

-
- A. The original bidding documents for the above referenced project are hereby amended as noted in Addendum No. 1.
 - B. This Addendum supersedes and takes precedence over information provided prior to the date of this Addendum.
 - C. Bidders shall verify and acknowledge receipt of this Addendum on the Bid Form provided. Failure to acknowledge the Addendum may subject the bidder to disqualification.
 - D. Any substitutions to be found not in compliance with the Instructions to Bidders, Project Manual and Drawing Set shall be rejected.
 - E. This Addendum includes the following:
 - a. Addendum No. 1: 1 page
 - b. Davis Bacon Wage Rates – 07-11-2025 – 50 pages

Clarifications:

- 1. Davis Bacon Wage Rates – 07-11-2025 Update
 - 1. The Davis Bacon Wage Rates included as part of this Addendum shall replace the current rates provided as part of the Contract book.

END OF ADDENDUM NO. 1

"General Decision Number: OH20250001 07/11/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025
12	06/27/2025
13	07/11/2025

BROH0001-001 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships

of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster,
Center, Portage, Middleton, Plain, Liberty, Henry, Washington,
Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-002 06/01/2024

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 32.40	19.30
-----------------	----------	-------

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06

BROH0008-001 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0040-003 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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

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

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

BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

BROH0046-002 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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

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

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

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2017

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

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

 CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

 CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

 CARP0200-002 05/01/2024

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

	Rates	Fringes
CARPENTER.....	\$ 33.15	22.43
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 33.15	22.43

 CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

 CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025

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

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

Rates	Fringes
-------	---------

CARPENTER.....	\$ 34.67	23.57
----------------	----------	-------

CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day

CARP1090-003 05/01/2025

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025

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

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025

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

	Rates	Fringes
--	-------	---------

Piledrivermen & Diver's Tender...\$ 37.98 28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 12/02/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.45

ELEC0038-002 04/28/2025

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

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;

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

ELEC0038-008 04/28/2025

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

FOOTNOTES;

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

ELEC0064-003 11/25/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.80	21.03

ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit		

Projects.....	\$ 54.96	27%+8.25
---------------	----------	----------

ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

ELEC0082-002 12/02/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

* ELEC0082-006 11/25/2024

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,

Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2024

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.04	27.62

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

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

ELEC0212-005 06/03/2024

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.43	22.05

ELEC0245-001 08/26/2024

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

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

ELEC0245-003 01/01/2025

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

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

* ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

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

* ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio;
Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

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

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

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

ELEC0540-005 12/30/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.87	28.87

ELEC0573-003 11/25/2024

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.20

ELEC0575-001 05/29/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 08/26/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 36.00	23.06

ELEC0673-004 12/30/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 39.47	24.02

ELEC0683-002 05/27/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 41.50	24.19
ELECTRICIAN.....	\$ 40.50	25.20

ELEC0688-003 05/30/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

* ELEC0972-002 06/01/2024

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

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

ELEC1105-001 05/27/2024

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

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....\$ 39.60 24.41

ENGI0018-003 05/01/2024

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring

Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

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

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

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

Chainmen.

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2024

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

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

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

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE		

PROJECTS

GROUP 4 - C & D.....\$ 31.65 24.30

HAZARDOUS/TOXIC WASTE

PROJECTS

GROUP 5 - C & D.....\$ 28.53 24.30

ALL OTHER WORK

GROUP 1.....\$ 37.19 24.30

ALL OTHER WORK

GROUP 2.....\$ 36.92 24.30

ALL OTHER WORK

GROUP 3.....\$ 32.06 24.30

ALL OTHER WORK

GROUP 4.....\$ 28.77 24.30

ALL OTHER WORK

GROUP 5.....\$ 25.94 24.30

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

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

(Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

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

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024

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

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 36.83	29.01

IRON0044-001 06/01/2024

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

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 35.87	23.60

IRON0044-002 06/01/2024

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		

Fence Erector.....	\$ 33.60	23.60
Ornamental; Structural.....	\$ 35.37	23.60

IRON0055-003 07/01/2024

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 34.20	26.39

IRON0172-002 06/01/2024

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county

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

	Rates	Fringes
IRONWORKER.....	\$ 36.77	22.85

* IRON0207-004 06/01/2024		

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 35.83	27.41
Ornamental; Reinforcing;		
Structural.....	\$ 34.83	27.41

IRON0290-002 06/01/2024		

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

Rates	Fringes
-------	---------

IRONWORKER.....	\$ 35.39	24.35
-----------------	----------	-------

IRON0549-003 12/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88

IRON0769-004 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 37.66	29.24

IRON0787-003 06/01/2024

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	24.25

LAB00265-008 05/01/2024

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine

Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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

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

PAIN0006-002 05/01/2023

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

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2024

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
--	-------	---------

PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 31.84	20.79
GROUP 2.....	\$ 32.84	20.79
GROUP 3.....	\$ 32.84	20.79
GROUP 4.....	\$ 32.84	20.79
GROUP 5.....	\$ 32.84	20.79
GROUP 6.....	\$ 32.84	20.79
GROUP 7.....	\$ 32.84	20.79
GROUP 8.....	\$ 32.84	20.79
GROUP 9.....	\$ 32.84	20.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

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

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
--	-------	---------

PAINTER

HEAVY & HIGHWAY BRIDGES-
GUARDRAILS-LIGHTPOLES-
STRIPING

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

PAIN0093-001 12/01/2024

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

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....\$ 36.44	24.46
Power Generating Facilities.\$ 33.29	24.46

PAIN0249-002 05/01/2024

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....\$ 27.15	13.64
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....\$ 27.15	13.64
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....\$ 27.90	13.64
GROUP 4 - Steeplejack Work..\$ 28.10	13.64
GROUP 5 - Coal Tar.....\$ 28.65	13.64
GROUP 6 - Bridge Equipment Tender & or Containment	

Builder.....	\$ 35.86	13.64
GROUP 7 - Tanks, Stacks & Towers.....	\$ 31.09	13.64
GROUP 8 - Bridge Blaster, Rigger.....	\$ 38.86	13.64

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

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

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2024

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 28.39	17.14
GROUP 2.....	\$ 35.02	17.14
GROUP 3.....	\$ 28.60	17.14
GROUP 4.....	\$ 28.89	17.14
GROUP 5.....	\$ 29.04	17.14

GROUP 6.....	\$ 29.29	17.14
GROUP 7.....	\$ 30.39	17.14

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 32.18	20.29
GROUP 2.....	\$ 33.81	20.29
GROUP 3.....	\$ 35.44	20.29
GROUP 4.....	\$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

Rates	Fringes
-------	---------

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2023

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

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

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2023

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 31.43	15.50
Brush & Roller.....	\$ 30.18	15.50
Spray; Tank Interior & Exterior.....	\$ 31.03	15.50

PAIN1020-002 07/01/2024

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.54	17.66
Drywall Finishing & Taping..	\$ 27.29	17.66
Lead Abatement.....	\$ 28.29	17.66
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.29	17.66
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.79	17.66
Wallcoverings.....	\$ 27.29	17.66

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2024

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

	Rates	Fringes
PAINTER		

Bridges.....	\$ 36.26	14.91
Brush; Roller.....	\$ 30.65	14.91
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 31.35	14.91
Spray.....	\$ 31.15	14.91
Stacks; Tanks; & Towers.....	\$ 33.46	14.91
Structural Steel & Swing Stage.....	\$ 29.50	14.91

PLAS0109-001 06/01/2024

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

PLAS0109-003 06/01/2024

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

* PLAS0132-002 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

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

PLAS0404-003 05/01/2018

LORAIN COUNTY

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

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

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

PLAS0886-001 07/01/2024

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-003 07/01/2024

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-004 07/01/2024

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLUM0042-002 07/01/2024

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

	Rates	Fringes
--	-------	---------

Plumber, Pipefitter,

Steamfitter.....	\$ 40.62	25.67
------------------	----------	-------

PLUM0050-002 07/01/2024

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

	Rates	Fringes
--	-------	---------

Plumber, Pipefitter, Steamfitter.....	\$ 49.70	30.76
--	----------	-------

* PLUM0055-003 05/05/2025

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

	Rates	Fringes
--	-------	---------

PLUMBER.....	\$ 44.86	30.03
--------------	----------	-------

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
--	-------	---------

Plumber and Steamfitter.....	\$ 35.94	37.35
------------------------------	----------	-------

PLUM0094-002 05/01/2025

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER.....	\$ 47.48	27.14
-------------------------	----------	-------

PLUM0120-002 05/01/2025

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

	Rates	Fringes
--	-------	---------

PIPEFITTER.....	\$ 49.17	28.55
-----------------	----------	-------

PLUM0162-002 06/01/2024

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2024

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.43	37.29

PLUM0189-002 06/01/2024

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

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

PLUM0219-002 06/01/2024

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.37	27.64

PLUM0392-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.65	26.75

PLUM0396-001 06/01/2024		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.45	28.96

PLUM0495-002 06/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.82	36.70

PLUM0577-002 06/01/2024		

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 41.65	27.48

PLUM0776-002 07/01/2024		

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

Rates	Fringes
-------	---------

Plumber, Pipefitter,
Steamfitter.....\$ 42.07 29.35

TEAM0377-003 05/01/2024

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.54	16.80
GROUP 2.....	\$ 32.96	16.80

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2024

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.25	18.95
GROUP 2.....	\$ 33.75	18.95

GROUP 1: Straight & Dump, Straight Fuel

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

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal

number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"