# SPECIFICATIONS and CONTRACT DOCUMENTS For

# Wilson Preserve Suspension Bridge

CLERMONT COUNTY PARK DISTRICT CLERMONT COUNTY, OHIO

### **BOARD OF PARK COMMISSIONERS**

John Stowell Andrew McAfee David Anspach

Date: July 11, 2024

# EXECUTIVE DIRECTOR CLERMONT COUNTY PARK DISTRICT

Josh Torbeck

#### CLERMONT COUNTY PARK DISTRICT

2156 US HWY 50 Batavia, Ohio 45103 (513) 732-2977

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#### ADVERTISEMENT FOR BIDS

Sealed bids for the construction of the **Wilson Preserve Suspension Bridge** will be received by the **Board of Park Commissioners of the Clermont County Park District, 2156 US HWY 50 Batavia, Ohio 45103**, until <u>10:00</u> <u>AM</u> Local Time on **August 15. 2024** and then at said office publicly opened and read aloud.

# Wilson Preserve Suspension Bridge

Work under this Project is generally defined as: construction of a pedestrian suspension bridge and site work. The Owner expects to proceed with the construction under the Project immediately after satisfactory acceptance and award of the construction bid and execution of the contract, with completion of all work within 290 calendar days from the date of the Notice to Proceed. The Engineer's Estimate for this Project is \$432,691.25

The information for Bidders, Form of Bid, Form of Contract, Plans, and Specifications including Forms of Bid Bond, Performance-Payment Bond, and other Contractor Documents may be examined at the following Location:

Clermont County Park District 2156 US HWY 50 Batavia, Ohio 45103 (513) 732-2977

A non-mandatory pre-bid meeting will be held Tuesday, July 30, 2024, 3:00 PM at Sycamore Park, 4082 State Route 132, Batavia, Ohio 45103.

Electronic versions of the Plans and Specifications, drawings, etc. are available the Park District's web site at <a href="https://www.clermontparks.org/news/">https://www.clermontparks.org/news/</a>

All questions related to this project shall be provided in writing through email to the following:

Chris Clingman

Clermont County Park District

cclingman@clermontcountyohio.gov

This notice is also posted on the contracting authority's website site at the following URL link: <a href="https://www.clermontparks.org">www.clermontparks.org</a>. In order to view the legal notice, click on the News Link located on the Clermont County Park District home page.

Clermont County Park District Board of Park Commissioners:

Andrew McAfee, Chairman

John Stowell

David Anspach,

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#### GENERAL INSTRUCTIONS TO BIDDERS FOR PUBLIC IMPROVEMENTS CLERMONT COUNTY, OHIO

Item Bid: Wilson Preserve Suspension Bridge

Bid Opening Date: August 15, 2024 at 10:00 AM local time.

All bids submitted for consideration by the Board of Park Commissioners must comply with these instructions in order to be considered. These instructions set forth minimum requirements as terms and conditions of the public improvement. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

- 1. Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and name of bidder and delivered in compliance with the Legal Notice. Any improperly marked bid will not be considered.
- 2. All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs.
- 3. All prices, quantities, etc. as bid must be firm for a period of 60 days from the date of the bid opening.
- 4. Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his 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 pursuant to Chapter 1305 of the Revised Code in an amount equal to ten percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54 (C) of the Ohio Revised Code. Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.
- 5. When analyzing the bids submitted, superior design, technology, workmanship, materials, size of component parts, operating cost, warranty, service facility etc. will be considered in addition to price. It is Clermont County Park District's intent to accept the bid for which a thorough analysis of the bids submitted proves to be the most suitable for the intended use.

- 6. Unless otherwise specified, all material shall be new and of the best grade in its particular line and all articles shall be complete and in first class condition. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Clermont County Park District Officials. When required in the specifications, bidders shall make available for inspection a sample or similar model of the bid item prior to the award of the bid.
- 7. Reference to a particular trade name, manufacturer's catalog or model number is made for descriptive purposes to guide the bidder in interpreting the requirements of the Park District. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.
- 8. All bidders are required to submit the following affidavits with their bid proposal and the successful bidder will be required to enter into a written contract with Clermont County Park District within ten (10) days of the notification of award thereof:
  - a. Non-Collusion Affidavit
  - b. Affidavit Affirming Compliance with 9.24 & 5719.042 ORC

These affidavits and specifications heretofore referenced shall be incorporated into and become a part of the contract document.

- 9. Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Clermont County Park District may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any increased costs or expenses incurred as a result of such default.
- 10. In case of default by the bidder or contractor, Clermont County Park District may procure the articles or service from other sources without further advertising and shall hold the bidder or contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.
- 11. Clermont County Park District is exempt from payment of Federal Excise Tax, Transportation Tax, and Ohio State Tax. Prices shall not include these taxes.
- 12. The Board of Park Commissioners reserves the right to waive any informalities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the Clermont

County Park District and to hold such bids for a period of sixty days before taking any action thereon.

- 13. The Board of Park Commissioners further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to the Clermont County Park District's satisfaction within the prescribed time limits.
- 14. Contractor hereby agrees to indemnify and hold the Clermont County Park District harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.
- 15. All materials and exhibits submitted in the bid response shall become the property of Clermont County Park District and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as public record.

#### INFORMATION AND INSTRUCTIONS FOR BIDDERS

#### 1. Receipt and Opening of Bids

The Clermont County Park District Board of Park Commissioners, (herein called the "Owner"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of the Park District until 10:00 AM local time on August 15, 2024 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, bearing on the outside of the envelope the name of the Bidder, address, and the name of the Project: **Wilson Preserve Suspension Bridge.** The sealed envelopes shall be addressed to the Clermont County Park District Park Commissioners at 2156 US HWY 50, Batavia, Ohio 45103. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in a separate envelope addressed as specified above.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid for a period of 60 days after the actual date of the opening thereof.

#### 2. Preparation of Bid

Each bid must be submitted on the prescribed Bid Proposal form on pages A-13, A-14, A-15, A-16 and A-17. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. The total amount of the bid shall also be transcribed to the Bid Proposal Recap Form on page A-13. If a discrepancy or inconsistency is discovered between the Bid Proposal Recap Form on page A-13 and the original bid form on pages A-13, A-14, A-15, A-16 and A-17, the original bid form on pages A-13, A-14, A-15, A-16, and A-17 shall govern.

#### 3. Pre-Bid Meeting

A Non-Mandatory Pre-Bid Meeting will be held, at 3:00 PM local time on July 30, 2024 at Sycamore Park, 4082 State Route 132, Batavia, Ohio 45103.

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#### **4.** Subcontract

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and/or his Representative. The bidder awarded the contract shall execute the Subcontract Form developed by the Ohio Department of Administrative Services with each Subcontractor in accordance with Section 153:1-3-02 of the Ohio Administrative Code. The Subcontract Form shall incorporate these General Instructions/Specifications into the Subcontract as if fully written therein.

#### 6. Method of Bidding

The Owner invites the following bid:

Wilson Preserve Suspension Bridge

#### 7. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### 8. Bid Security

Each bidder is required, pursuant with Ohio Revised Code Section 153.54, to file with his bid a bid guaranty in the form of either:

- 7.1 A bond, for the full amount of the bid, prepared on the form provided herein and duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. The Surety on such bond shall be a duly authorized surety company satisfactory to the Owner and Bidder must supply Certificate stating that Surety executing the Bond is authorized to do business in the State of Ohio.
- 7.2 A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code. Any such letter of credit shall be revocable only at the option of the beneficiary state, political subdivision, district, institution, or agency. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten percent (10%) of the bid.

Bid security filed pursuant with this Section shall be returned to all unsuccessful bidders immediately after the contract is executed, or if no award has been made within the 60 days after the date of opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid or extended the bid. The guaranty filed pursuant to this section shall be returned to the successful bidder upon filing of the bond required under Item 12 of this Section.

#### 9. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit the bid bond or security as provided in Chapter 153 of the Ohio Revised Code.

#### 1. Time of Completion

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete this Contract within 290 consecutive calendar days thereafter.

#### 2. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project= and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his= obligation to furnish all material and labor necessary to carry out the provisions of his contract.= Insofar as possible the contractor, in carrying out his work, must employ such methods or means as= will not cause any interruption of, or interference with, the work of any other contractor; the Owner or his representatives, or services to private property.

### 3. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be—made to any bidder orally. Every request for such interpretation should be in writing addressed to= Chris Clingman, Clermont County Park District, and to be given consideration must be received at= least five days prior to the date fixed for the opening of bids. Any and all such interpretations and= any supplemental instructions will be in the form of written addenda to the specifications which, if= issued, will be mailed by certified mail and/or by facsimile with return receipt request to all= prospective bidders and/or return facsimile (at the respective address and/or facsimile number= furnished for such purposes), not later than three days prior to the date fixed for the opening of= bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such= bidder from any obligation under his bid as submitted. All addenda so issued shall become part of= the contract documents.

#### 4. Security for Faithful Performance

If the Contractor has furnished a cashier's check, letter of credit, or certified check as bid security, he=shall furnish a surety bond or bonds in the amount of 100% of the bid simultaneously with his=delivery of the executed contract, as security for faithful performance of this contract and for the=payment of all persons performing labor on the project under this Contract and furnishing materials=in connection with this contract, as specified in the General Conditions included herein.

If the Contractor has furnished a combination bid guaranty and contract bond, this bond shall become the security for faithful performance of this Contract and for payment of all persons performing labor on the project under this contract and for furnishing materials in connection with the Contract.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and Bidder must supply Certificate stating that Surety executing the Bond is authorized to do business in the State of Ohio.

#### 5. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **<u>6.</u>** Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### 7. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

#### 8. Non-Collusion Affidavit

The bidder shall execute the Non-Collusion Affidavit included in the specifications and submit with the bid proposal.

#### 9. Affidavit in Compliance With ORC Sections 9.24 & 5719.042

The Bidder shall execute an Affidavit affirming compliance with Sections 9.24 & 5719.042 of the Ohio Revised Code. Such Affidavit requires a statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio. Affidavit form to be executed is included in the specifications and must be submitted with bid.

#### 10. Corporate and Out-of-County Bidders

All successful bidders who are corporate bodies shall furnish, at the time of execution for the contract, a resolution of the directors of the corporation, bearing the seal of the corporation, evidencing authority of the officer signing the contract to do so; likewise, agents of bonding companies shall furnish power of attorney, bearing seal of the company, evidencing such agents' authority to execute the particular type of bond to be furnished. A copy of these proofs shall be attached to each copy of the contract.

Particular attention is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.

#### 10. Workers' Compensation

The Contractor shall furnish official certificate, receipt, or other satisfactory evidence showing that he has paid the Ohio State Industrial Insurance Premium required under the Ohio State Workers' Compensation Act and shall be at all times during the life of the contract covered herein, keep such insurance in full force and effect.

Workers' compensation insurance must be provided for every person employed on the project whether or not the insurance is required by the Ohio Law.

#### 11. Non-Discrimination Provisions

The Contractor to whom the contract is awarded shall comply fully with the provisions of Section 153.59 and Section 153.60, Ohio Revised Code, relative to non-discrimination.

#### 12. Contract Execution

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

#### 13. Commencement of Work

The Contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by the Clermont County Park District, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for coverage of subcontractor has been so obtained and approved.

#### 14. Prevailing Wage Schedule

The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, from unpaid wages actually earned. Updates to the wage rate schedule issued for this contract will be forwarded to the Contractor for posting and distribution to subcontractors.

#### 15. Right to Withhold Payment

The Clermont County Park District reserves the right to withhold a sufficient amount from any payment due to the Contractor to cover (a) payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work on the project under this contract: (b) for defective work not remedied, and (c) for failure of the Contractor to make proper payments to his subcontractor.

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#### **BID PROPOSAL PACKAGE**

The bid proposal for Wilson Preserve Suspension Bridge must be completed and submitted on the required forms as listed under "Bid Proposal Package".

#### 1) BID PROPOSAL:

Six (6) pages supplied by Clermont County Park District including: Bid Proposal Recap Form and Bid Proposal.

#### 2) <u>BID SECURITY OR GUARANTY</u> (separately for each contract bid):

- A. Bid Guaranty and Contract Bond: (two (2) pages supplied by Clermont County Park District), and effectively dated Power of Attorney (supplied by Bidder).
- B. Surety Certificate: (to be supplied by Bidder)
- C. Bid Guaranty: (one (1) page supplied by Clermont County Park District and certified check, cashier's check, or letter of credit (supplied by Bidder), in lieu of Bid Bond and Surety Certificate).

#### 3) NON-COLLUSION AFFIDAVIT:

One (1) page supplied by Clermont County Park District.

# 4) <u>AFFIDAVIT AFFIRMING COMPLIANCE WITH SECTIONS 9.24 & 5719.042 OF THE OHIO</u> REVISED CODE (PERSONAL PROPERTY TAXES):

One (1) page supplied by Clermont County Park District.

#### 5) EXPERIENCE STATEMENT:

One (1) page supplied by Clermont County Park District.

#### 6) SUBSTITUTION SHEET:

One (1) page supplied by Clermont County Park District.

#### 7) LIST OF SUBCONTRACTORS:

One (1) page supplied by Clermont County Park District.

# BID PROPOSAL RECAP FORM

# Wilson Preserve Suspension Bridge

Bidder Infor	
Bidder Name Addr	
Adde	ceipt Acknowledgement: nda: Date Received: nda: Date Received:
Adde	
Bid Security (Check & Complete th	e Appropriate Section)
1.	Bid Guaranty & Contract Bond Surety Company: Address:
2.	Bid Guaranty - Check, Letter Of Credit
Amo	unt \$
Contract(s) Bid A	Bid: Amount: \$
provided on provided on provided on provided opening. This information conformation by	on provided on this form is believed to be accurate and consistent with the information bages A-13 through A-17 of these specifications. The information provided is for the of the Clermont County Board of Park Commissioners and will be read aloud at the bid form and all information contained herein is <b>NOT</b> intended to take the place of any contained in the Bid Proposal Package as described on page A-12. Should any inconsistent be provided, the information on pages A-13 through A-17 shall govern and any mereon shall not be cause for rejection of bid.
Bi	dder
Ti	tle
Da	te

# **BID PROPOSAL**

Place:	<del></del>	
Date:		
Proposal of		
_	(Insert Bidder's N	ame)
(hereinafter called "Bia	lder") A(Insert either Corporation	n, a partnership, or an individual)
organized and existing	under the laws of the Stat	e of
doing business as TO: The Board of	(Insert Business or Company Name) Park Commissioners, Cle	rmont County Park District, (hereinafter called "Owner")
Gentlemen:		
The Bidder, in complia	nce with your advertiseme	ent for bids for the installation of:
	Wilson Pres	erve Suspension Bridge
being familiar with all availability of materials construct the project in prices stated below. Th	of the conditions surrounds and labor, hereby propose accordance with the Cont	th related documents and the site of the proposed work, and ling the construction of the proposed project including the ses to furnish all labor, materials, and supplies, and to tract Documents, within the time set forth therein, and at the expenses incurred in performing the work required under the part.
	the Owner and to fully co	this contract on or before a date to be specified in a written omplete Wilson Preserve Suspension Bridge within 290
Bidder hereby acknow	ledges receipt of the follo	wing addenda:
	Wilson Pres	erve Suspension Bridge
Addendum No. Date	Addendum No.Date Addendum No.	Date

				WILSON PRESERVE PEDESTRIAN BRIDGE BID FORM  BASE BID ITEMS		
ITEM	EXT	QUANTIT	LINIT	DESCRIPTION BASE BID TIEWIS	UNIT PRICE	EVT DDICE
201	11001	1		CLEARING AND GRUBBING, AS PER PLAN	\$ -	\$
203	10001	641	CV	EVCAVATION AS DED DIAN		\$
203	10001 20000	585		EXCAVATION, AS PER PLAN EMBANKMENT	\$ - \$ -	\$
203	20000	363	CI	EWIDANKIVIENT		, ,
304	20001	1,392	SY	AGGREGATE TRAIL BASE, AS PER PLAN	\$ -	\$
509	10000	1	LLIMD	EPOXY COATED REINFORCING STEEL	\$ -	\$
309	10000	1	LOWIF	LFOAT COATED NEIW ONCHWO STEEL	7	,
511	42510	1		CLASS QC1 CONCRETE, PIER CAP	\$ -	\$
511	45710	1	LUMP	CLASS QC1 ABUTMENT, STAY CABLE FOUNDATIONS	\$ -	\$
512	10050	1	HIMP	SEALING OF CONCRETE SURFACES (NON-EPOXY)	\$ -	\$
312	10030		LOWII	SET THE OF CONTREE THOSE EFORTY		Y
513	10260	1	LUMP	STRUCTURAL STEEL MEMBERS, LEVEL 3, TOWER, WEATHERING STEEL	\$ -	\$
513	95030	1		STRUCTURAL STEEL, MISC.: TOWER BOTTOM PLATE ASSEMBLY, INCLUDES BASE PLATE, ANCHORS, AND EMBEDDED ANCHOR PLATE	\$ -	\$
513	95030	1	LUMP	STRUCTURAL STEEL, MISC.: TOWER TOP PLATE ASSEMBLY, INCLUDES PLATES AND BOLTS	\$ -	\$
513	95030	1	LUMP	STRUCTURAL STEEL, MISC.: STAY CABLE FOUNDATION, INCLUDES PLATE ASSEMBLY AND BOLTS	\$ -	\$
513	95030	1	LUMP	STRUCTURAL STEEL, MISC.: STAINLESS STEEL RETAINER PLATE, 3/8"x3 1/2"x9"	\$ -	\$
513	95030	1		STRUCTURAL STEEL, MISC:: STAINLESS STEEL HANGER PLATE, 3/8"x3 1/2"x9"	\$ -	\$
513	95030	1	LUMP	STRUCTURAL STEEL, MISC.: STAINLESS STEEL 5/8" U-BOLT, INCLUDING NUTS, TAMPER PROOF NUTS, AND LOCK WASHERS	\$ -	\$
513	95030	1	LUMP	STRUCTURAL STEEL, MISC.: STAINLESS STEEL CLOSED BODY TURNBUCKLE, INCLUDING END ATTACHMENTS AND THREADED RODS	\$ -	\$
513	95030	1	LUMP	STRUCTURAL STEEL, MISC.: STAINLESS STEEL 7/8" EYE-BOLT, INCLUDING TAMPER PROOF NUTS AND LOCK WASHERS	\$ -	\$
313	33030		LOIVII	STRUCTURAL STEEL, WISC., STAINLESS STEEL 1/0 LTE BOLT, INCLODING TAINLENT ROOT NOTS AND LOCK WASHERS	7	Y
524	94701	80	FT	DRILLED SHAFTS, 36" DIAMETER, AS PER PLAN	\$ -	\$
530E00400	SPECIAL	1	LUMP	5/16" WIRE ROPE SUSPENDER CABLE, LENGTH VARIES, INCLUDING END TERMINATIONS	\$ -	\$
530E00400	SPECIAL	1	LUMP	3/4" WIRE ROPE MAIN CABLE, INCLUDING END TERMINATIONS	\$ -	\$
530E00400	SPECIAL	1	LUMP	3/4" WIRE ROPE STAY CABLE, INCLUDING END TERMINATIONS	\$ -	\$
530E00400	SDECIAL	1	HIMD	1/2" TIMBER DECK CARRIAGE BOLTS, 3" LONG	\$ -	\$
530E00400		1		#10 TIMBER WEBBING SCREWS, 3" LONG	\$ -	\$
530E00400		1		INSTALL TIMBER SIGN PANEL, 2"x2'-0"x3'-0", ROUGH SAWN WHITE OAK NO. 2, INCLUDING PLATES AND BOLTS	\$ -	\$
520500400	CDECIAL			E (All MUDE DODE CTARILLTING CARLE AGGI OIL MICHARIA END TERMANATIONS		,
530E00400	SPECIAL	1	LUMP	5/8" WIRE ROPE STABILIZING CABLE, 100'-0", INCLUDING END TERMINATIONS	\$ -	\$
530E00600	SPECIAL	1	LUMP	EXPANDED MESH WEBBING, INCLUDING CONNECTIONS AND MISCELLANEOUS COMPONENTS	\$ -	\$
F30F01300	CDECIAL	1	LLIMAD	4.4./2" POLYEDODYLENE DODE HANDRAIL INCLIDING ALL CONNECTORS	- 6	
530E01300 530E01300		1		1 1/2" POLYPROPYLENE ROPE HANDRAIL, INCLUDING ALL CONNECTORS  STRUCTURAL REINFORCED PLASTIC LUMBER, 3"x8"	\$ - \$ -	\$
330101300	JI LCIAL	1	LOIVIE	ATTOCK OF THE OTHER DISTRIBUTION OF THE OTHER DESIGNATION OF THE OTHER	7	,
530E10700		1		TIMBER DECKING, 2"x6" ROUGH SAWN WHITE OAK, NO. 2	\$ -	\$
530E10700	SPECIAL	1	LUMP	TIMBER EDGE BOARD, 1"x6" ROUGH SAWN WHITE OAK, NO. 2	\$ -	\$
611	01500	1	LUMP	6" CONDUIT, TYPE F	\$ -	\$
611	98690	1	-	CATCH BASIN, MISC.: 8" NYOPLAST DRAIN BASIN	\$ -	\$
634	10000	1	LLINAD	MOBILIZATION		\$
624	10000	1	LUIVIP	INIODILIZATION	\$ -	, a
659	98700	1	LUMP	SEEDING, MISC.: SEEDING, MULCHING, AND PROJECT CLEANUP	\$ -	\$
022	45000		1118.45			
832 832	15000 30000	10,000		STORM WATER POLLUTION PREVENTION PLAN EROSION CONTROL	\$ - \$ -	\$
632	30000	10,000	EACH	EROSION CONTROL	- ڊ	ب

				ALTERNATE 1 BID ITEMS		
ITEM	EXT	QUANTIT	UNIT	DESCRIPTION	UNIT PRICE	EXT. PRICE
530E01300	SPECIAL	1	LUMP	FRP DECKING, STRUCTURAL REINFORCED PLASTIC LUMBER, 2"x6"	\$ -	\$
530E01300	SPECIAL	1	LUMP	FRP EDGE BOARD, STRUCURAL REINFORCED PLASTIC LUMBER, 1"x6"	\$ -	\$
				ALTERNATE 1 BID SUBTOTAL:		Ś

Summation of Bid Items
Total Base Bid in Figures \$
Total Base Bid in Words:
Total Alternate Bid Item#1 in Figures \$
Total Alternate Bid Item #1 in Words:
Amount of Bid to be shown in both figures and words. In case of discrepancy, the amount tabulated from the unit prices shall govern.
Bidder agrees to complete Wilson Preserve Suspension Bridge described in the specifications and shown on the plans for the unit price amounts as submitted herewith.
Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the General Conditions. (The bid must be signed by the proprietor if the bidder is a sole proprietorship, partner if the bidder is a partnership, or president or vice-president if the bidder is a corporation. If bid is signed by any other individual, the bidder must provide written documentation that the individual signing the bid has the authority to do so on behalf of the bidder.)
Respectfully submitted;
By:
(Title)
(Address)

#### BID GUARANTY AND CONTRACT BOND

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

(Here insert full name or legal title of Contractor)
as Principal and (Here insert full name or legal title of Surety)
as Surety, are hereby held and firmly bound unto the <b>Board of Park Commissioners of the Clermont County Park District</b> hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on (Date)to undertake the project known as:
Wilson Preserve Suspension Bridge
The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of
dollars (\$).
If the 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 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.
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bond on the above referred project;
NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a

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 plans, details, specifications, contract documents, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in event the Obligee does not award the contract to the next lower 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 null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; 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, materialman, 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 benefit of any materialman or laborer having 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 hereunto 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.

SIGNED AND S	SEALED this	day of	, 20.
Principal:			
By:			
-			
Surety:			
Witness:			
Attorney-in-Fact:			
Surety Company Address			
-			
Surety Agent's Name and Address			
_			
_			

# BID GUARANTY - CHECK, LETTER OF CREDIT

When a Certified Check, Cashier's Check or Letter of Credit is deposited in lieu of a Bid Guaranty Bond, fill out the following:

The undersigned "Bidder" does her	reby deposit with the "Owner" a (Certified Cl	neck/Cashier's Check/Letter of
Credit) drawn on the		, whose address is
		, in the sum of
(\$	) dollars	
(not less than 10% of bid) to guarar	nty that if the bid submitted is accepted, the B	idder shall execute and deliver
to the Owner a Contract and Perfor	rmance Bond in accordance with the Bid Doc	uments.
Bidder:		
By:		
Title		

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF	a a	
COUNTY OF	SS:	
	, being first duly sworn, deposes and say	ys that:
1) He is	of	
(Owner, Partner, Officer,	Representative or Agent) (Company)	
the Bidder that has submitted the atta	ched Bid:	
2) He is fully informed respeall pertinent circumstances respecting	ecting the preparation and contents of the attack	hed Bid and of
3) Such Bid is genuine and i	s not a collusive or sham Bid:	
employees or parties in interest, incluagreed, directly or indirectly with any connection with the Contract for which connection with such Contract or has collusion or communication or confering the attached Bid or of any other Bid or Bid price of any other bidder, or to agreement any advantage against the District or any person interested in the	or any of its officers, partners, owners, agents, ading this Affiant, has in any way colluded, cony other Bidder, firm, or person to submit a collect the attached Bid has been submitted or to rest in any manner, directly or indirectly, sought be rence with any other Bidder, firm or person to adder or to fix any overhead, profit or cost elements of secure through any collusion, conspiracy, comboard of Park Commissioners of the Clermonia proposed Contract: and	nspired, connived or usive or sham Bid in efrain from bidding in by agreement or fix the price or price nent of the Bid price nnivance or unlawful t County Park  e not tainted by any
Ž -	or parties in interest, including this Affiant.	or any or its agents,
	Signature:	
	Title:	
Subscribed and sworn before me this	day of,	20
N	otary Public	
	Printed Name of Notary:	
N	My Commission expires	

# AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO REVISED CODE

STATE OF
COUNTY OF
Personally appeared before me the undersigned, a bidder in a competitive bidding
for(Name of Firm)
for a contract let by the Clermont County Park District, who, being  (Type of Product or Service)
duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:
1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County.
2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.
3. That pursuant to Section 9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in Section 9.24 ORC.
Signature:
Title:
Subscribed and sworn before me this day of, 20
Notary Public
Printed Name of Notary:
My Commission expires

# EXPERIENCE STATEMENT

The Bidder is required to state in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give reference and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following: evidence to the effect that the Bidder maintains a permanent place of business; has adequate construction facilities and equipment available for the work under the proposed contract; evidence to the effect that the bidder has a suitable financial status to meet obligations incidental to the work; evidence to the effect that the Bidder has appropriate technical experience and has in his employ a sufficient number of skilled and trained workmen to carry to completion, within the contract time, the work to be done under this contract.

# SUBSTITUTION SHEET

All Bids must be based on the "Standards" specified. Bidder is to list here any "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price", if none is proposed.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT	NO CHANGE
It is understood and agre and entitles the Owner to except as Substitutions, i made a part of the written	require that such named f they are accepted, base	d materials	and methods be incor	porated in the work,
		Signed:		

Title:

# LIST OF SUBCONTRACTORS

PROJEC'	T: Wilson Pres	erve Suspension B	ridge		
	Clermont	County Park Distri	ct		
То:					
documents contract sh	s. (To be filled o	out by the Contracto Subcontract Form v	or and returned to	e above Project as required by the Owner). The bidder awa tractor in accordance with Se	rded the
Work	Firm	Address	Phone	Representative	

### Document 00 52 14 - State of Ohio Subcontract Form

State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the Contractor and the Subcontractor in connection with the Project.

Project Number: <a href="mailto:dnsert"><dnsert number»</a>
Project Name: <a href="mailto:dnsert"><dnsert number»</a>
<a href="mailto:dnsert"><a href=

«insert city, county»

Contractor: <a href="mailto:dnsert name">dnsert name</a> <a href="mailto:dnsert name">dnsert name</a> <a href="mailto:dnsert name">insert name</a> <a href="mailto:dnsert">insert name</a> <a href="mailto:dnsert</a> <a href="m

Address: «insert street address» «insert city, state zip code»

Subcontractor: <dnsert name»

Subcontractor's Principal Contact: «insert name»

Address: «insert street address» «insert city, state zip code»

**Public Authordty:** <a href="mailto:dnsert name">dnsert name</a> <a href="mailto:name">vinsert name</a> <a href="mailto:name">insert name</a> <a href="mailto:name">name</a> <a href="mail

Address: «insert street address» «insert city, state zip code»

#### **ARTICLE 1 - NATURE OF SUBCONTRACT**

**1.1** The Subcontractor shall perform the entire Subcontract Work as specified in Exhibit «Isl.» and described in the Contract Documents for the Project.

#### **ARTICLE 2 - COMPENSATION**

**2.1** The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of <u>«insert Subcontract Sum»</u>, comprised of the following:

 «insert Subcontract Sum component»
 \$«insert amount»

 «insert Subcontract Sum component»
 \$«insert amount»

 «insert Subcontract Sum component»
 \$«insert amount»

 «insert Subcontract Sum component»
 \$«insert amount»

#### **ARTICLE 3 - TIME OF PERFORMANCE**

**3.1** Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

#### **ARTICLE 4 - CONTRACT DOCUMENTS**

- **4.1** To the extent that the contract between the Public Authority and the Contractor applies to the Subcontract Work:
  - **4.1.1** The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;
  - **4.1.2** The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the Contractor;
  - **4.1.3** The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and
  - **4.1.4** The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.
- **4.2** The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.
- **4.3** If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.
- **4.4** The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the Contractor and the Public Authority.

#### **ARTICLE 5 - EFFECTIVENESS**

- **5.1** The Subcontract shall become binding and effective upon execution by the Contractor.
- **5.2** This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.
- **5.3** Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

#### **ARTICLE 6 - REPRESENTATIONS**

- **6.1** Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.
- **6.2** <u>Intended Third-Party Beneficiary</u>. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.
- **6.3** <u>Insurance</u>. The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.
- **6.4** Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.
- **6.5** <u>Indemnity</u>. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including

reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

- **6.6** Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.
- **6.7** <u>Retainage</u>. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

#### **6.7.1** Labor Payments.

- **6.7.1.1** Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.
- **6.7.1.2** After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

#### 6.7.2 Material Payments.

- **6.7.2.1** The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.
- **6.7.2.2** The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:
  - .1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
  - .2 a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
  - **.3** The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.
- **6.8** Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.
- **6.9** Non-Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.
- **6.10** Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.
- **6.11** <u>Dispute Resolution</u>. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.
- **6.12** In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.
- **6.13** The following exhibits are attached to and are a part of this Subcontract:

6.13.1 Exhibit A:	
6.13.2 Exhibit B:	
6.13.3 Exhibit C:	
6.13.4 Exhibit D:	

### **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

<insert name="" subcontractor's=""></insert>	<insert contractor's="" name=""></insert>				
Signature	Signature				
Printed Name	Printed Name				
Title	Title				
	Date				

# **END OF DOCUMENT**

#### **Wage Determination**

The Prevailing Wages shall be paid for a legal day's work to laborers, workers, or mechanics engaged in work under this Contract, at the site of the Project, in the trade of occupation listed.

The following pages are the Prevailing Rates of Wages as ascertained from the State of Ohio for this Project. It shall, however, be the Contractor's responsibility to verify the accuracy of the reported wages and any omission or error in the Prevailing Rates of Wages contained herein shall not result in any claim against the Owner by the Contractor.

In case of conflict between classifications of the Project, the higher wage rates shall apply, unless otherwise indicated or required by law.

State of Ohio Prevailing Wage Rates for Clermont County will be applicable to this project. An actual hard copy of the applicable wage rates will be provided to the successful BIDDER by the OWNER.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 8 Heat & Frost Insulators

Change #: LCN01-2024ibLoc8

Craft: Asbestos Worker Effective Date: 03/06/2024 Last Posted: 03/06/2024

	BHR	Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification										
Asbestos Insulators	\$34.23	\$8.64	\$9.35	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$56.17	\$73.28
Apprentice Rates for those that began BEFORE March 1, 2024											
1st Year	\$18.83	\$8.64	\$5.10	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$36.52	\$45.94
2nd Year	\$20.53	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$39.77	\$50.04
3rd Year	\$22.25	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$41.49	\$52.62
4th Year	\$23.96	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$43.20	\$55.18
Apprentice Rates for those that began AFTER March 1, 2024	Percent										
1st Year	55.00 \$18.83	\$8.64	\$5.10	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.02	\$42.43
2nd Year	59.98 \$20.53	\$8.64	\$6.65	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.27	\$46.54
3rd Year	65.00 \$22.25	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$41.49	\$52.61
4th Year	70.00 \$23.96	\$8.64	\$6.65	\$0.45	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$43.20	\$55.18

# **Special Calculation Note:**

### Ratio:

- 1 Journeyman to 1 Apprentice
- 2 Journeymen to 2 Apprentices
- 3 Journeymen to 3 Apprentices
- 3 Journeymen to 1 Apprentice thereafter

# Jurisdiction (\* denotes special jurisdictional note):

ADAMS, BROWN, BUTLER\*, CLERMONT, HAMILTON, HIGHLAND, WARREN\*

**Special Jurisdictional Note:** In Butler County:townships of fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,St.Clair,Union & Wayne. In Warren County: Townships of Deerfield,Hamilton,Harlan,Salem,Union & Washington

### **Details:**

All work in connection with Asbestos Removal, Abatement, Encapsulation, Lead Abatement, Hazardous Materials and Fire Stopping which is performed by employees in the Mechanic or Apprentice Classification shall be covered under the terms of this Agreement..

# Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change #: LCN01-2018fbLoc207OH

Craft: Asbestos Worker Effective Date: 08/23/2018 Last Posted: 08/23/2018

	BHR	Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification										
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

#### **Special Calculation Note:**

#### Ratio:

3 Journeymen to 1 Trainee

# Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ASHLAND, ASHTABULA\*, ATHENS, AUGLAIZE, BROWN, BUTLER\*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN\*, WAYNE

#### Special Jurisdictional Note: Butler County: (townships of

Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, StClair, Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Shefield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion)

#### **Details:**

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the

clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Name of Union: Boilermaker Local 105

Change # : LCN02-2013fbLoc 105

Craft: Boilermaker Effective Date: 10/01/2013 Last Posted: 09/25/2013

Clait . Bo	_						2013 L	1				
	B	HR		Fring	e Bene	iit Pay	ments		Irrevo Fur		PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification	on										
Boilermaker	\$3:	5.26	\$7.07	\$13.28	\$0.89	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$60.05	\$77.68
Apprentice	Per	cent										
1st 6 months	70.03	\$24.69	\$7.07	\$11.30	\$0.89	\$0.00	\$2.10	\$0.55	\$0.00	\$0.00	\$46.60	\$58.95
2nd 6 months	75.02	\$26.45	\$7.07	\$11.30	\$0.89	\$0.00	\$2.25	\$0.55	\$0.00	\$0.00	\$48.51	\$61.74
3rd 6 months	80.00	\$28.21	\$7.07	\$11.30	\$0.89	\$0.00	\$2.40	\$0.55	\$0.00	\$0.00	\$50.42	\$64.52
4th 6 months	85.02	\$29.98	\$7.07	\$11.30	\$0.89	\$0.00	\$2.55	\$0.55	\$0.00	\$0.00	\$52.34	\$67.33
5th 6 months	87.52	\$30.86	\$7.07	\$13.28	\$0.89	\$0.00	\$2.63	\$0.55	\$0.00	\$0.00	\$55.28	\$70.71
6th 6 months	90.03	\$31.74	\$7.07	\$13.28	\$0.89	\$0.00	\$2.70	\$0.55	\$0.00	\$0.00	\$56.23	\$72.11
7th 6 months	92.50	\$32.62	\$7.07	\$13.28	\$0.89	\$0.00	\$2.78	\$0.55	\$0.00	\$0.00	\$57.19	\$73.49
8th 6 months	95.00	\$33.50	\$7.07	\$13.28	\$0.89	\$0.00	\$2.85	\$0.55	\$0.00	\$0.00	\$58.14	\$74.89

Special Calculation Note: Other is Supplemental Health and Welfare

Ratio:

5 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ATHENS, BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT,

CLINTON, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GREENE, GUERNSEY, HAMILTON, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MEIGS, MIAMI, MONTGOMERY, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO, VINTON, WARREN

**Special Jurisdictional Note:** 

**Details:** 

Name of Union: Bricklayer Local 23 Tile Finisher

Change #: LCN01-2023ibLoc23TF

Craft: Bricklayer Effective Date: 09/01/2023 Last Posted: 08/30/2023

Craft . Brici		HR				fit Pay			Irrevo Fur	cable		Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifi	cation											
Bricklayer Tile Marble Terrazzo Finisher	\$2'	7.87	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.18	\$58.12
Terrazzo Base Grinder	\$23	8.37	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.68	\$58.87
Marble Sander Polisher	\$2	7.97	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.28	\$58.27
Apprentices	Per	cent										
1st 6 months 0-600 hrs	65.00	\$18.12	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.43	\$43.48
2nd 6 months 601-1200 hrs	70.00	\$19.51	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$35.82	\$45.57
3rd 6 months 1201-1800 hrs	75.00	\$20.90	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$37.21	\$47.66
4th 6 months 1801-2400 hrs	80.00	\$22.30	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$38.61	\$49.75
5th 6 months 2401-3000 hrs	85.00	\$23.69	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$40.00	\$51.84
6th 6 months 3001-3600	95.00	\$26.48	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.79	\$56.02
1-30 Days Prior to Entering Apprenticeship		\$16.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.72	\$25.08

**Special Calculation Note:** Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

#### Ratio:

1 Journeyman to 1 Apprentice

5 Journeymen to 1 Apprentice

10 Journeymen to 2 Apprentices

15 Journeymen to 3 Apprentices

20 Journeymen to 4 Apprentices

25 Journeymen to 5 Apprentices

## Jurisdiction (\* denotes special jurisdictional note):

ADAMS, BROWN, BUTLER, CLERMONT, GALLIA, HAMILTON, LAWRENCE, PREBLE\*, SCIOTO, WARREN, WARREN\*

**Special Jurisdictional Note :** Warren in the townships of Dixon, Gasper, Isrsel, Somers & Gratis in Prebble County

#### **Details:**

\*\*In order to utilize a Pre-Apprentice, you must have 1 Registerd Apprentice in your employ.\*\*

Name of Union: Bricklayer Local 23 Tile Mechanic

Change #: LCN01-2023ibLoc23TM

Craft: Bricklayer Effective Date: 09/01/2023 Last Posted: 08/30/2023

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificat	ion										
Bricklayer Tile Terrazzo Marble Mason Mechanic	\$3.	2.41	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$48.75	\$64.95
Marble Layout Work	\$3.	2.91	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.25	\$65.70
Swing Scaffold Worker	\$3	3.91	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$50.25	\$67.20
Apprentice after 2 years (2400 hrs) as Apprentice Finisher	Pei	cent										
5th/6 Months 0- 600 hrs	70.00	\$22.69	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$39.03	\$50.37
6th/6 months 601-1200 hrs	80.00	\$25.93	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.27	\$55.23

7th/6	85.00	\$27.55	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$43.89	\$57.66
months												
1201-1800												
hrs.												
8th/6	90.00	\$29.17	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$45.51	\$60.09
months												
1801-2400												
hrs.												

**Special Calculation Note:** Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

#### Ratio:

1 Journeyman to 1 Apprentice

5 Journeymen to 1 Apprentice

10 Journeymen to 2 Apprentices

15 Journeymen to 3 Apprentices

20 Journeymen to 4 Apprentices

25 Journeymen to 5 Apprentices

## Jurisdiction (\* denotes special jurisdictional note):

ADAMS, BROWN, BUTLER, CLERMONT, GALLIA, HAMILTON, LAWRENCE, PREBLE\*, SCIOTO, WARREN

**Special Jurisdictional Note :** In Preble County the Townships of Dixon, Israel, Gasper, Lanier, Somers and Gratis.

#### **Details:**

\*\*In order to utilize a Pre-Apprentice, you must have 1 Registerd Apprentice in your employ.\*\*

Name of Union: Carpenter & Pile Driver SW District HevHwy

Change #: LCR01-2024ibCarpSWHevHwy

Craft: Carpenter Effective Date: 05/03/2024 Last Posted: 05/03/2024

	Bì	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Journeyman	\$34	4.25	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$55.59	\$72.71
Apprentice	Per	cent										
1st 6 Months	60.00	\$20.55	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$41.89	\$52.17
2nd 6 Months	65.00	\$22.26	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$43.60	\$54.73
3rd 6 Months	70.02	\$23.98	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$45.32	\$57.31
4th 6 Months	75.00	\$25.69	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$47.03	\$59.87
5th 6 Months	80.00	\$27.40	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$48.74	\$62.44
6th 6 Months	85.00	\$29.11	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$50.45	\$65.01
7th 6 Months	90.02	\$30.83	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$52.17	\$67.59
8th 6 Months	95.00	\$32.54	\$8.57	\$6.95	\$0.60	\$0.00	\$5.06	\$0.16	\$0.00	\$0.00	\$53.88	\$70.15

Special Calculation Note: Other is UBC National Fund.

#### Ratio:

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprectices employed.

Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

#### **Special Jurisdictional Note:**

Jurisdiction (\* denotes special jurisdictional note):

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

#### **Details:**

Highway Construction, Airport Construction, Heavy Construction but not limited to:(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants.

When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1&1/2) times the journeyman rate for the time spent in the water.

Name of Union: Carpenter & Pile Driver SW Zone 2

Change #: LCN01-2023ibLoc2SWZone2

Craft: Carpenter Effective Date: 06/07/2023 Last Posted: 06/07/2023

	B	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificati	ion										
Carpenter	\$30	0.22	\$8.00	\$6.95	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$48.52	\$63.63
Pile Driver	\$30	0.22	\$8.00	\$6.95	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$48.52	\$63.63
Apprentice	Per	cent										
1st 3 Months	60.00	\$18.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.13	\$27.20
2nd 3 Months	60.00	\$18.13	\$8.00	\$0.00	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$29.48	\$38.55
2rd 6 Months	60.00	\$18.13	\$8.00	\$0.00	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$29.48	\$38.55
3rd 6 Months	65.00	\$19.64	\$8.00	\$0.00	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$30.99	\$40.81
4th 6 Months	65.00	\$19.64	\$8.00	\$0.00	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$30.99	\$40.81
5th 6 Months	70.00	\$21.15	\$8.00	\$6.95	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$39.45	\$50.03
6th 6 Months	75.00	\$22.66	\$8.00	\$6.95	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$40.97	\$52.30
7th 6 Months	80.00	\$24.18	\$8.00	\$6.95	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$42.48	\$54.56
8th 6 Months	85.00	\$25.69	\$8.00	\$6.95	\$0.60	\$0.00	\$2.60	\$0.15	\$0.00	\$0.00	\$43.99	\$56.83

Special Calculation Note: Other is for UBC National Fund.

#### Ratio:

1 Journeyman to 1 Apprentice

## Jurisdiction (\* denotes special jurisdictional note):

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

#### **Special Jurisdictional Note:**

#### **Details:**

Carpenter duties shall include but not limited to: Pile driving,

milling,fashioning,joining,assembling,erecting,fastening, or dismantling of all material of wood,plastic,metal,fiber,cork,and composition, and all other substitute materials: pile driving,cutting,fitting,and placing of lagging, and the

handling, cleaning, erecting, installing, and dismantling of machinery, equipment, and erecting pre-engineered metal buildings.

Pile Drivers work but not limited to: unloading,

assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jetted, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

Rate shall include carpenters, acoustic, and ceiling installers, drywall installers, pile drivers, and floorlayers.

Name of Union: Carpenter Floorlayer SW District G

Change #: LCN01-2023ibLocSWG

Craft: Carpenter Effective Date: 09/20/2023 Last Posted: 09/20/2023

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fun		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificati	ion										
Carpenter Floorlayer	\$2	9.02	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$47.31	\$61.82
Apprentice	Per	cent										
1st 3 months	65.00	\$18.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.86	\$28.29
2nd 3 months	65.00	\$18.86	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$30.20	\$39.63
2nd 6 months	65.00	\$18.86	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$30.20	\$39.63
3rd 6 months	70.00	\$20.31	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$31.65	\$41.81
4th 6 months	75.00	\$21.76	\$8.31	\$0.00	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$33.11	\$43.99
5th 6 months	80.00	\$23.22	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$41.51	\$53.11
6th 6 months	85.00	\$24.67	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$42.96	\$55.29
7th 6 months	90.00	\$26.12	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$44.41	\$57.47
8th 6 months	95.00	\$27.57	\$8.31	\$6.95	\$0.60	\$0.00	\$2.28	\$0.15	\$0.00	\$0.00	\$45.86	\$59.64

Special Calculation Note: Other fs for UBC National Fund and Install

#### Ratio:

1 Journeymen to 1 Apprentice

## Jurisdiction (\* denotes special jurisdictional note):

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

#### **Special Jurisdictional Note:**

#### **Details:**

Scope of work shall include, but not be limited to:

receiving, unloading, handling, distribution and installation of all carpeting materials, carpet padding or matting materials and all resilient materials whether for use on walls, floors, counter, sink, table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials. Resilient Floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or glued.

Name of Union: Carpenter Millwright Local 1090 SW Zone I

Change # : LCN01-2023ibLoc1090SWZ1

Craft: Carpenter Effective Date: 09/20/2023 Last Posted: 09/20/2023

	B	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificati	ion										
Carpenter Millwright	\$34	4.45	\$8.13	\$6.95	\$0.62	\$0.00	\$7.57	\$0.18	\$0.00	\$0.00	\$57.90	\$75.13
Apprentice	Per	cent										
1st 6 months	60.00	\$20.67	\$8.13	\$4.27	\$0.62	\$0.00	\$4.54	\$0.18	\$0.00	\$0.00	\$38.41	\$48.75
2nd 6 months	65.00	\$22.39	\$8.13	\$4.61	\$0.62	\$0.00	\$4.92	\$0.18	\$0.00	\$0.00	\$40.85	\$52.05
3rd 6 months	70.00	\$24.12	\$8.13	\$4.94	\$0.62	\$0.00	\$5.30	\$0.18	\$0.00	\$0.00	\$43.28	\$55.34
4th 6 months	75.00	\$25.84	\$8.13	\$5.28	\$0.62	\$0.00	\$5.68	\$0.18	\$0.00	\$0.00	\$45.73	\$58.65
5th 6 months	80.00	\$27.56	\$8.13	\$5.61	\$0.62	\$0.00	\$6.06	\$0.18	\$0.00	\$0.00	\$48.16	\$61.94
6th 6 months	85.00	\$29.28	\$8.13	\$5.95	\$0.62	\$0.00	\$6.43	\$0.18	\$0.00	\$0.00	\$50.59	\$65.23
7th 6 months	90.00	\$31.01	\$8.13	\$6.28	\$0.62	\$0.00	\$6.81	\$0.18	\$0.00	\$0.00	\$53.03	\$68.53
8th 6 months	95.00	\$32.73	\$8.13	\$6.62	\$0.62	\$0.00	\$7.19	\$0.18	\$0.00	\$0.00	\$55.47	\$71.83

Special Calculation Note: Other (\$0.18) \$0.13 National Fund and National Millwright Fund \$0.05

Ratio : Jurisdiction (\* denotes special jurisdictional note ) :

3 Journeymen to 1 Apprentice

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

**Special Jurisdictional Note:** 

**Details:** 

Name of Union: Carpenter NE District Industrial Dock & Door

**Change #: LCN01-2014fbCarpNEStatewide** 

Craft: Carpenter Effective Date: 03/05/2014 Last Posted: 03/05/2014

	ВН	IR		Fringe	e Bene	fit Pay	ments		Irrevoo Fun		Total PWR	Overtime Rate
			H&W	W Pension App Vac. Annuity Other					LECET (*)	MISC (*)		
Cla	Classification											
Carpenter	\$19	.70	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	1											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

#### Ratio:

1 Journeymen to 1 Trainee

## Jurisdiction (\* denotes special jurisdictional note):

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

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

**Special Jurisdictional Note:** Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

#### **Details:**

10/27/10 New Contract jc

Name of Union: Cement Mason Statewide HevHwy

Change #: LCN01-2024ibCementHevHwy

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

	B	HR		Fring	ge Bene	fit Payn	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$34.74		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
Apprentice	Per	cent										
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.84	\$56.00
2nd Year	80.00 \$27.79		\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$0.00	\$53.52	\$70.02

**Special Calculation Note :** Other \$0.07 is for International Training Fund 4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

#### Ratio:

1 Journeymen to 1 Apprentice 2 to 1 thereafter

### Jurisdiction ( \* denotes special jurisdictional note ) :

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

**Special Jurisdictional Note :** (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy

Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

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

#### **Details:**

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

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Change #: LCN01-2024ibLoc71HighTension

Craft: Lineman Effective Date: 02/07/2024 Last Posted: 02/07/2024

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
Electrical Lineman	\$50.66	\$7.25	\$1.52	\$0.51	\$0.00	\$12.16	\$0.75	\$0.00	\$0.00	\$72.85	\$98.18
Certified Lineman Welder	\$50.66	\$7.25	\$1.52	\$0.51	\$0.00	\$12.16	\$0.75	\$0.00	\$0.00	\$72.85	\$98.18
Certified Cable Splicer	\$50.66	\$7.25	\$1.52	\$0.51	\$0.00	\$12.16	\$0.75	\$0.00	\$0.00	\$72.85	\$98.18
Operator A	\$45.39	\$7.25	\$1.36	\$0.45	\$0.00	\$10.89	\$0.75	\$0.00	\$0.00	\$66.09	\$88.79
Operator B	\$40.18	\$7.25	\$1.21	\$0.40	\$0.00	\$9.64	\$0.75	\$0.00	\$0.00	\$59.43	\$79.52
Operator C	\$32.29	\$7.25	\$0.97	\$0.32	\$0.00	\$7.75	\$0.75	\$0.00	\$0.00	\$49.33	\$65.47
Groundman 0-12 months Exp	\$25.33	\$7.25	\$0.76	\$0.25	\$0.00	\$6.08	\$0.75	\$0.00	\$0.00	\$40.42	\$53.08
Groundman 0-12 months Exp w/CDL	\$27.86	\$7.25	\$0.84	\$0.28	\$0.00	\$6.69	\$0.75	\$0.00	\$0.00	\$43.67	\$57.60
Groundman 1 yr or more	\$27.86	\$7.25	\$0.84	\$0.28	\$0.00	\$6.69	\$0.75	\$0.00	\$0.00	\$43.67	\$57.60
Groundman 1 yr or	\$32.92	\$7.25	\$0.99	\$0.33	\$0.00	\$7.90	\$0.75	\$0.00	\$0.00	\$50.14	\$66.60

more w/CDL												
Equipment Mechanic A	\$4	0.18	\$7.25	\$1.21	\$0.40	\$0.00	\$9.64	\$0.75	\$0.00	\$0.00	\$59.43	\$79.52
Equipment Mechanic B	\$3	6.23	\$7.25	\$1.09	\$0.36	\$0.00	\$8.70	\$0.75	\$0.00	\$0.00	\$54.38	\$72.50
Equipment Mechanic C	\$3	2.29	\$7.25	\$0.97	\$0.32	\$0.00	\$7.75	\$0.75	\$0.00	\$0.00	\$49.33	\$65.47
X-Ray Technician	\$5	0.66	\$7.25	\$1.52	\$0.51	\$0.00	\$12.16	\$0.75	\$0.00	\$0.00	\$72.85	\$98.18
Apprentice	Pei	rcent										
1st 1000 hrs	60.00	\$30.40	\$7.25	\$0.91	\$0.30	\$0.00	\$7.30	\$0.75	\$0.00	\$0.00	\$46.91	\$62.10
2nd 1000 hrs	65.00	\$32.93	\$7.25	\$0.99	\$0.33	\$0.00	\$7.90	\$0.75	\$0.00	\$0.00	\$50.15	\$66.61
3rd 1000 hrs	70.00	\$35.46	\$7.25	\$1.06	\$0.35	\$0.00	\$8.51	\$0.75	\$0.00	\$0.00	\$53.38	\$71.11
4th 1000 hrs	75.00	\$38.00	\$7.25	\$1.14	\$0.38	\$0.00	\$9.12	\$0.75	\$0.00	\$0.00	\$56.64	\$75.63
5th 1000 hrs	80.00	\$40.53	\$7.25	\$1.22	\$0.41	\$0.00	\$9.73	\$0.75	\$0.00	\$0.00	\$59.89	\$80.15
6th 1000 hrs	85.00	\$43.06	\$7.25	\$1.29	\$0.43	\$0.00	\$10.33	\$0.75	\$0.00	\$0.00	\$63.11	\$84.64
7th 1000 hrs	90.00	\$45.59	\$7.25	\$1.37	\$0.46	\$0.00	\$10.94	\$0.75	\$0.00	\$0.00	\$66.36	\$89.16

Special Calculation Note: Other is Health Reimburstment Account

#### Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

#### Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

#### Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom

Truck (6 ton & below), Skid Steer Loaders, Material Handler.

\*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay.

#### Ratio:

1 Journeyman to 1 Apprentice

## Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Name of Union: Electrical Local 71 Outside Cincinnati

Change #: LCN01-2024ibLoc71Cincinnati

Craft: Lineman Effective Date: 02/07/2024 Last Posted: 02/07/2024

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification										
Electrical Lineman	\$44.52	\$7.25	\$1.34	\$0.45	\$0.00	\$8.90	\$0.50	\$0.00	\$0.00	\$62.96	\$85.22
Traffic Signal & Lighting Journeyman	\$42.93	\$7.25	\$1.29	\$0.42	\$0.00	\$8.59	\$0.50	\$0.00	\$0.00	\$60.98	\$82.45
Equipment Operator	\$39.11	\$7.25	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.24	\$75.79
Groundman 0-12 months (W/O CDL)	\$23.71	\$7.25	\$0.71	\$0.24	\$0.00	\$4.74	\$0.50	\$0.00	\$0.00	\$37.15	\$49.01
Groundman 0-21 Months (W/CDL)	\$25.90	\$7.25	\$0.77	\$0.26	\$0.00	\$5.18	\$0.50	\$0.00	\$0.00	\$39.86	\$52.81
Groundman 1 Year or More (W/CDL)	\$28.11	\$7.25	\$0.84	\$0.28	\$0.00	\$5.62	\$0.50	\$0.00	\$0.00	\$42.60	\$56.66
Traffic Signal Apprentices											
1st 1,000 hours	\$25.76	\$7.25	\$0.77	\$0.26	\$0.00	\$5.15	\$0.50	\$0.00	\$0.00	\$39.69	\$52.57

2nd 1,000 hours	\$27.90	\$7.25	\$0.84	\$0.28	\$0.00	\$5.58	\$0.50	\$0.00	\$0.00	\$42.35	\$56.30
3rd 1,000 hours	\$30.05	\$7.25	\$0.90	\$0.30	\$0.00	\$6.01	\$0.50	\$0.00	\$0.00	\$45.01	\$60.03
4th 1,000 hours	\$32.20	\$7.25	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.68	\$63.78
5th 1,000 hours	\$34.34	\$7.25	\$1.03	\$0.34	\$0.00	\$6.87	\$0.50	\$0.00	\$0.00	\$50.33	\$67.50
6th 1,000 hours	\$38.64	\$7.25	\$1.16	\$0.39	\$0.00	\$7.73	\$0.50	\$0.00	\$0.00	\$55.67	\$74.99
Apprentice Lineman	Percent										
1st 1,000 Hours	60.00 \$26.7	\$7.25	\$0.80	\$0.27	\$0.00	\$5.34	\$0.50	\$0.00	\$0.00	\$40.87	\$54.23
2nd 1,000 Hours	65.00 \$28.94	\$7.25	\$0.87	\$0.29	\$0.00	\$5.79	\$0.50	\$0.00	\$0.00	\$43.64	\$58.11
3rd 1,000 Hours	70.00 \$31.10	\$7.25	\$0.93	\$0.31	\$0.00	\$6.23	\$0.50	\$0.00	\$0.00	\$46.38	\$61.97
4th 1,000 Hours	75.00 \$33.39	\$7.25	\$1.00	\$0.33	\$0.00	\$6.68	\$0.50	\$0.00	\$0.00	\$49.15	\$65.84
5th 1,000 Hours	80.00 \$35.62	2 \$7.25	\$1.07	\$0.36	\$0.00	\$7.12	\$0.50	\$0.00	\$0.00	\$51.92	\$69.72
6th 1,000 Hours	85.00 \$37.84	\$7.25	\$1.14	\$0.38	\$0.00	\$7.57	\$0.50	\$0.00	\$0.00	\$54.68	\$73.60
7th 1,000 Hours	90.00 \$40.0	7 \$7.25	\$1.20	\$0.40		\$8.01	\$0.50	\$0.00	\$0.00	\$57.43	\$77.46

Special Calculation Note: Other is Health Reimburstment Account

Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction ( \* denotes special jurisdictional note ) :

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

#### **Special Jurisdictional Note:**

#### **Details:**

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers,ladders, or work from an elevated platform or bucket truck.

No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman,

Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Name of Union: Electrical Local 71 Outside Utility Power

Change #: LCN01-2024ibLoc7OutsideUtility

Craft: Lineman Effective Date: 02/07/2024 Last Posted: 02/07/2024

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
Electrical Lineman	\$47.99	\$7.25	\$1.44	\$0.48	\$0.00	\$11.52	\$0.75	\$0.00	\$0.00	\$69.43	\$93.42
Substation Technician	\$47.99	\$7.25	\$1.44	\$0.48	\$0.00	\$11.52	\$0.75	\$0.00	\$0.00	\$69.43	\$93.42
Cable Splicer	\$50.26	\$7.25	\$1.51	\$0.50	\$0.00	\$12.06	\$0.75	\$0.00	\$0.00	\$72.33	\$97.46
Operator A	\$43.01	\$7.25	\$1.29	\$0.43	\$0.00	\$10.32	\$0.75	\$0.00	\$0.00	\$63.05	\$84.56
Operator B	\$38.02	\$7.25	\$1.14	\$0.38	\$0.00	\$9.12	\$0.75	\$0.00	\$0.00	\$56.66	\$75.67
Operator C	\$30.52	\$7.25	\$0.92	\$0.31	\$0.00	\$7.32	\$0.75	\$0.00	\$0.00	\$47.07	\$62.33
Groundman 0-12 months Exp	\$24.00	\$7.25	\$0.72	\$0.24	\$0.00	\$5.76	\$0.75	\$0.00	\$0.00	\$38.72	\$50.72
Groundman 0-12 months Exp w/CDL	\$26.40	\$7.25	\$0.79	\$0.26	\$0.00	\$6.33	\$0.75	\$0.00	\$0.00	\$41.78	\$54.98
Groundman 1 yr or more	\$26.40	\$7.25	\$0.79	\$0.26	\$0.00	\$6.33	\$0.75	\$0.00	\$0.00	\$41.78	\$54.98
Groundman 1 yr or more w/CDL	\$31.19	\$7.25	\$0.94	\$0.31	\$0.00	\$7.49	\$0.75	\$0.00	\$0.00	\$47.93	\$63.53

Equipment Mechanic A	\$3	8.02	\$7.25	\$1.14	\$0.38	\$0.00	\$9.12	\$0.75	\$0.00	\$0.00	\$56.66	\$75.67
Equipment Mechanic B	\$34	4.28	\$7.25	\$1.03	\$0.34	\$0.00	\$8.23	\$0.75	\$0.00	\$0.00	\$51.88	\$69.02
Equipment Mechanic C	\$30.52		\$7.25	\$0.92	\$0.31	\$0.00	\$7.32	\$0.75	\$0.00	\$0.00	\$47.07	\$62.33
Line Truck w/uuger	\$3:	3.65	\$7.25	\$1.01	\$0.34	\$0.00	\$8.08	\$0.75	\$0.00	\$0.00	\$51.08	\$67.90
Apprentice	Per	cent										
1st 1000 hrs	60.00	\$28.79	\$7.25	\$0.86	\$0.29	\$0.00	\$6.91	\$0.75	\$0.00	\$0.00	\$44.85	\$59.25
2nd 1000 hrs	65.00	\$31.19	\$7.25	\$0.94	\$0.31	\$0.00	\$7.49	\$0.75	\$0.00	\$0.00	\$47.93	\$63.53
3rd 1000 hrs	70.00	\$33.59	\$7.25	\$1.01	\$0.34	\$0.00	\$8.06	\$0.75	\$0.00	\$0.00	\$51.00	\$67.80
4th 1000 hrs	75.00	\$35.99	\$7.25	\$1.08	\$0.36	\$0.00	\$8.64	\$0.75	\$0.00	\$0.00	\$54.07	\$72.07
5th 1000 hrs	80.00	\$38.39	\$7.25	\$1.15	\$0.38	\$0.00	\$9.21	\$0.75	\$0.00	\$0.00	\$57.13	\$76.33
6th 1000 hrs	85.00	\$40.79	\$7.25	\$1.22	\$0.41	\$0.00	\$9.79	\$0.75	\$0.00	\$0.00	\$60.21	\$80.61
7th 1000 hrs	90.00	\$43.19	\$7.25	\$1.30	\$0.43	\$0.00	\$10.37	\$0.75	\$0.00	\$0.00	\$63.29	\$84.89

**Special Calculation Note :** Other is Health Reimburstment Account Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

#### Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio: Jurisdiction (\* denotes special jurisdictional note):

(1) Journeyman Lineman to (1) Apprentice

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Name of Union: Electrical Local 71 Underground Residential Distribution

Change #: LCN01-2024ibLoc7URD

Craft: Lineman Effective Date: 02/07/2024 Last Posted: 02/07/2024

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
URD Electrican	\$36.41	\$7.25	\$1.09	\$0.36	\$0.00	\$8.74	\$0.75	\$0.00	\$0.00	\$54.60	\$72.80
Equipment Operator A	\$32.57	\$7.25	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.70	\$65.98
Equipment Operator B	\$29.91	\$7.25	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.29	\$61.25
Directional Drill Locator	\$32.57	\$7.25	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.70	\$65.98
Directional Drill Operator	\$29.91	\$7.25	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.29	\$61.25
Groundman 0-12 months Exp	\$23.64	\$7.25	\$0.71	\$0.24	\$0.00	\$5.76	\$0.75	\$0.00	\$0.00	\$38.35	\$50.17
Groundman 0-12 months Exp w/CDL	\$26.07	\$7.25	\$0.78	\$0.26	\$0.00	\$6.26	\$0.75	\$0.00	\$0.00	\$41.37	\$54.41
Groundman 1 yr or more	\$26.07	\$7.25	\$0.78	\$0.26	\$0.00	\$6.26	\$0.75	\$0.00	\$0.00	\$41.37	\$54.41
Groundman 1 yr or	\$30.96	\$7.25	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.63	\$63.11

more w/CDL												
Apprentice	Per	cent										
1st 1000 hrs	80.00	\$29.13	\$7.25	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.28	\$59.84
2nd 1000 hrs	85.00	\$30.95	\$7.25	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.62	\$63.09
3rd 1000 hrs	90.00	\$32.77	\$7.25	\$0.98	\$0.33	\$0.00	\$7.86	\$0.75	\$0.00	\$0.00	\$49.94	\$66.32
4th 1000 hrs	95.00	\$34.59	\$7.25	\$1.04	\$0.35	\$0.00	\$8.28	\$0.75	\$0.00	\$0.00	\$52.26	\$69.55

Special Calculation Note: Other: Health Reimburstment Account

#### Ratio:

(1) Journeyman Lineman to (1) Apprentice

## Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

This work applies to projects designated for any outside Underground Residential

Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Name of Union: Electrical Local 71 Voice Data Video Outside

Change #: LCN02-2024ibLoc71VDV

Craft: Voice Data Video Effective Date: 03/06/2024 Last Posted: 03/06/2024

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificati	ion										
Electrical Installer Technician	\$3	5.39	\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$3	3.37	\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.97
Installer Repairman	\$3	3.37	\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.97
Equipment Operator II	\$2	4.98	\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$3	5.39	\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$1	6.69	\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$1	4.57	\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$0.00	\$22.99	\$30.28
Trainees	Pei	rcent										
Trainee F	50.02	\$17.70	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	58.00	\$20.53	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	66.00	\$23.36	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	74.00	\$26.19	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	82.00	\$29.02	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	90.00	\$31.85	\$7.25	\$0.96	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$0.00	\$41.65	\$57.58

#### **Special Calculation Note:**

#### Ratio:

1Trainee to 1 Journeyman

### Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Name of Union: Electrical Local 212 Inside

Change #: LCN01-2024ibLoc212in

Craft: Electrical Effective Date: 06/03/2024 Last Posted: 05/29/2024

	В	HR		Frin	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Electrician	\$3:	5.43	\$7.80	\$10.26	\$0.64	\$0.00	\$2.70	\$0.65	\$0.00	\$0.00	\$57.48	\$75.20
Apprentice	Per	cent										
1st period 0-1000 hrs	45.00	\$15.94	\$7.80	\$0.48	\$0.29	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$24.86	\$32.84
2nd period 1000- 2000 hrs	48.00	\$17.01	\$7.80	\$0.51	\$0.31	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$25.98	\$34.48
3rd period 2000- 3500 hrs	50.02	\$17.72	\$7.80	\$5.13	\$0.32	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$33.27	\$42.13
4th period 3500- 5000 hrs	52.00	\$18.42	\$7.80	\$5.33	\$0.33	\$0.00	\$1.70	\$0.65	\$0.00	\$0.00	\$34.23	\$43.45
5th period 5000- 6500 hrs	57.00	\$20.20	\$7.80	\$5.85	\$0.36	\$0.00	\$1.75	\$0.65	\$0.00	\$0.00	\$36.61	\$46.70
6th period 6500- 8000 hrs	68.00	\$24.09	\$7.80	\$6.98	\$0.43	\$0.00	\$2.00	\$0.65	\$0.00	\$0.00	\$41.95	\$54.00

Special Calculation Note: Other is; Supplemental Unemployment

#### Ratio:

- 1 3 Journeyman to 2 Apprentices
- 4 6 Journeyman to 4 Apprentices
- 7 9 Journeyman to 6 Apprentices

#### **Special Jurisdictional Note:**

#### **Details:**

Jurisdiction (\* denotes special jurisdictional note):

BROWN, CLERMONT, HAMILTON

Name of Union: Electrical Local 212 Inside Lt Commercial South West

Change #: LCN01-2023Loc212in

Craft: Electrical Effective Date: 01/01/2024 Last Posted: 12/27/2023

	B	HR		Fring	e Bene	fit Pay	ments		Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificati	ion										
Electrician	\$3	4.41	\$7.60	\$10.03	\$0.62	\$0.00	\$2.65	\$0.65	\$0.00	\$0.00	\$55.96	\$73.17
CE-3 12,001- 14,000 Hrs	\$2	7.05	\$6.67	\$0.81	\$0.88	\$0.00	\$0.81	\$0.00	\$0.00	\$0.00	\$36.22	\$49.75
CE-2 10,001- 12,000 Hrs	\$2	1.64	\$6.67	\$0.65	\$0.88	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$30.49	\$41.31
CE-1 8,001- 10,000 Hrs	\$1	9.83	\$6.67	\$0.59	\$0.88	\$0.00	\$0.59	\$0.00	\$0.00	\$0.00	\$28.56	\$38.48
CW-4 6,001- 8,000 Hrs	\$1	8.03	\$6.67	\$0.54	\$0.88	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$26.66	\$35.68
CW-3 4,001- 6,000 Hrs	\$1	6.23	\$6.67	\$0.49	\$0.88	\$0.00	\$0.49	\$0.00	\$0.00	\$0.00	\$24.76	\$32.88
CW-2 2,001- 4,000 Hrs	\$1:	5.33	\$6.67	\$0.46	\$0.88	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$23.80	\$31.46
CW-1 0- 2,000 Hrs	\$1	4.42	\$6.67	\$0.43	\$0.88	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$22.83	\$30.04
Apprentice	Per	cent										
1st period 0-1000 hrs	45.00	\$15.48	\$7.60	\$0.46	\$0.28	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$24.17	\$31.92

2nd period 1000- 2000 hrs	48.00	\$16.52	\$7.60	\$0.50	\$0.30	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$25.27	\$33.53
3rd period 2000- 3500 hrs	50.02	\$17.21	\$7.60	\$5.02	\$0.31	\$0.00	\$1.60	\$0.65	\$0.00	\$0.00	\$32.39	\$41.00
4th period 3500- 5000 hrs	52.00	\$17.89	\$7.60	\$5.22	\$0.32	\$0.00	\$1.65	\$0.65	\$0.00	\$0.00	\$33.33	\$42.28
5th period 5000- 6500 hrs	57.00	\$19.61	\$7.60	\$5.72	\$0.35	\$0.00	\$1.70	\$0.65	\$0.00	\$0.00	\$35.63	\$45.44
6th period 6500- 8000 hrs	68.00	\$23.40	\$7.60	\$6.82	\$0.42	\$0.00	\$1.95	\$0.65	\$0.00	\$0.00	\$40.84	\$52.54

Special Calculation Note: Other is; Supplemental Unemployment

### Ratio:

Jurisdiction ( \* denotes special jurisdictional note ) :

Each Job site shall be allowed a ratio of two BROWN, CLERMONT, HAMILTON (2) Apprentices to every three (3) Journeyman Wireman.

1 to 3 Journeyman to 2 Apprentices 4 to 6 Journeyman to 4 Apprentices Etc.

Construction Electrician and Construction Wireman Ratio
There shall be a minimum ratio of one inside Journeyman to every (4) employees of different classification per jobsite. An inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

**Special Jurisdictional Note:** The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small standalone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated

with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

### **Details:**

Name of Union: Electrical Local 212 Voice Data Video

Change #: LCN01-2023ibLoc212VDV

Craft: Voice Data Video Effective Date: 12/07/2023 Last Posted: 12/07/2023

	B	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificati	ion										
Electrical Installer Technician A	\$2	7.20	\$6.55	\$5.32	\$0.52	\$0.00	\$2.00	\$0.15	\$0.00	\$0.00	\$41.74	\$55.34
Electrical- Installer Technician B	\$2.	5.84	\$6.55	\$5.28	\$0.49	\$0.00	\$2.00	\$0.15	\$0.00	\$0.00	\$40.31	\$53.23
JW Installer Technician	\$24	4.48	\$6.55	\$5.23	\$0.47	\$0.00	\$2.00	\$0.15	\$0.00	\$0.00	\$38.88	\$51.12
NON BICSI Installer	\$1	7.68	\$3.94	\$2.18	\$0.34	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$26.14	\$34.98
Cable Puller	\$1	3.60	\$3.94	\$0.00	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$18.05	\$24.85
Apprentice	Per	cent										
1st Period 0-1000 Hours	55.00	\$14.96	\$3.94	\$2.93	\$0.28	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$23.21	\$30.69
2nd Period 1001-2000 Hours	55.00	\$14.96	\$3.94	\$2.93	\$0.28	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$23.21	\$30.69
3rd Period 2001-3000	65.00	\$17.68	\$6.55	\$3.46	\$0.34	\$0.00	\$1.30	\$0.10	\$0.00	\$0.00	\$29.43	\$38.27

Hours												
4th Period 3001-4000 Hours	65.00	\$17.68	\$6.55	\$3.46	\$0.34	\$0.00	\$1.30	\$0.10	\$0.00	\$0.00	\$29.43	\$38.27
5th Period 4001-5000 Hours	75.00	\$20.40	\$6.55	\$5.11	\$0.39	\$0.00	\$2.00	\$0.11	\$0.00	\$0.00	\$34.56	\$44.76
6th Period 5001-6000 Hours	75.00	\$20.40	\$6.55	\$5.11	\$0.39	\$0.00	\$2.00	\$0.11	\$0.00	\$0.00	\$34.56	\$44.76
7th Period 6001-7000 Hours	80.00	\$21.76	\$6.55	\$5.15	\$0.41	\$0.00	\$2.00	\$0.12	\$0.00	\$0.00	\$35.99	\$46.87
8th Period 7001-8000 Hours	80.00	\$21.76	\$6.55	\$5.15	\$0.41	\$0.00	\$2.00	\$0.12	\$0.00	\$0.00	\$35.99	\$46.87

**Special Calculation Note:** Other is Health Reimbursment Account.

### Ratio:

1 Technician to 2 Apprentices

2 Technician to 4 Apprentices

3 Technician to 6 Apprentices

### Jurisdiction (\* denotes special jurisdictional note):

BROWN, CLERMONT, HAMILTON

### **Special Jurisdictional Note:**

### **Details:**

-- The following work is excluded from the Teledata Technician Work Scope:

The installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

The installation of conduit and /or raceways shall be installed by Inside Wireman. On sites where there is no Inside Wireman employed the Teledata Technician may install raceway, or conduit not greater than 10 feet.

Fire Alarm work shall not be part of this agreement.

All HVAC control work shall not be part of this agreement.

- -- A Journeyman Installer Technician A shall be an individual with five (5) years of experience and training, successfully completed classroom & OJT requirements of JATC apprentice program, passed and maintained BICSI Installer Level 1, BICSI Installer Level 2, and BICSI Technician Certificate.
- -- Installer Technician (B) shall be an individual with four (4) years experience & training, successfully completed classroom and OJT requirements of JATC administrated apprentice program, pass and maintain BICSI Installer Level 1 and Installer Level 2.
- -- JW Installer Technician shall be an individual with three (3) years of experience and

training successfully completed classroom and OTJ requirements of JATC administered apprentice program, pass and maintained BICSI Installer Level 1 and BICSI Installer Level 2 or has passed and maintained BICSI Installer Level 2.

Name of Union: Elevator Local 11

Change # : LCN01-2020fbLoc11

Craft: Elevator Effective Date: 01/05/2021 Last Posted: 01/05/2021

	B	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ificatio	on										
Elevator Mechanic	\$4	8.82	\$15.88	\$10.46	\$0.64	\$3.91	\$8.85	\$1.56	\$0.00	\$0.00	\$90.12	\$114.53
Probationary Apprentice	50.00	\$24.41	\$0.00	\$0.00	\$0.00	\$1.46	\$0.00	\$0.78	\$0.00	\$0.00	\$26.65	\$38.86
1st year	55.00	\$26.85	\$15.88	\$10.46	\$0.64	\$1.61	\$8.85	\$0.86	\$0.00	\$0.00	\$65.15	\$78.58
2nd year	65.00	\$31.73	\$15.88	\$10.46	\$0.64	\$1.90	\$8.85	\$1.02	\$0.00	\$0.00	\$70.48	\$86.35
3rd year	70.00	\$34.17	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.09	\$0.00	\$0.00	\$73.14	\$90.23
4th year	80.00	\$39.06	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.25	\$0.00	\$0.00	\$78.48	\$98.00
Helper	70.00	\$34.17	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.09	\$0.00	\$0.00	\$73.14	\$90.23
Assistant Mechanic	80.00	\$39.06	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.25	\$0.00	\$0.00	\$78.48	\$98.00

Special Calculation Note: Other is Holiday Pay. Vacation calcuated at 6%.

### Ratio:

The total number of Helpers & Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) MONTGOMERY, PRextra Helper or Apprentice may be employed SHELBY, WARREN for the first (2) teams and an extra Helper or Apprentice for each additional (3) teams.

### Jurisdiction (\* denotes special jurisdictional note):

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, HIGHLAND, MIAMI, MONTGOMERY, PREBLE, SCIOTO, SHELBY, WARREN

1 Journeymen to 1 Apprentice

- 2 Journeymen to 5 Apprentice 3 Journeymen to 6 Apprentice

### **Special Jurisdictional Note:**

**Details**:

Name of Union: Glazier Local 387

**Change #: LCN01-2023ibLoc387** 

Craft: Glazier Effective Date: 11/22/2023 Last Posted: 11/22/2023

	B	HR		Fring	e Bene	fit Pay	ments		Irrevoo Fun		Total PWR	Overtime Rate
			H&W	H&W Pension App Vac. Annuity Other Tr.						MISC (*)		
Clas	sificati	ion										
Glazier	\$3	1.95	\$6.50	\$11.25	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.15	\$66.12
Apprentice	Per	cent										
1st Year	65.00	\$20.77	\$6.50	\$7.86	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.58	\$45.96
2nd Year	75.00	\$23.96	\$6.50	\$8.83	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.74	\$51.72
3rd Year	85.00	\$27.16	\$6.50	\$9.80	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.91	\$57.49
4th Year	95.00	\$30.35	\$6.50	\$10.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.07	\$63.25

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

### Ratio:

Each employer may employ and train Apprentices in the following ratio to journeymen workers employed. 1 Journeymen to 1 Apprentice

### Jurisdiction (\* denotes special jurisdictional note):

ADAMS, BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, FAYETTE\*, GREENE, HAMILTON, HIGHLAND, MIAMI, MONTGOMERY, PREBLE, WARREN

Special Jurisdictional Note: Fayette County: Eastern portion of route #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders route #41 East.

#### Details:

Name of Union: Ironworker Local 44

Change #: LCN01-2023ibLoc44

Craft: Ironworker Effective Date: 06/01/2023 Last Posted: 05/31/2023

	BI	IR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classificatio	n											
Ironworker Reinforcing	\$32	2.87	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$56.37	\$72.80
Structural	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Ornamental	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Machine Mover/Rigger	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Conveyer Mechanic	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Maintenance/Heavy Hwy	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Welder A	\$32	2.62	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$56.12	\$72.43
Welder B	\$32	2.87	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$56.37	\$72.80
Sheeter	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Fence Erector	\$30	).75	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$54.25	\$69.62
Ironworker	\$32	2.37	\$8.90	\$9.50	\$0.60	\$0.00	\$4.30	\$0.20	\$0.00	\$0.00	\$55.87	\$72.05
Apprentice	Per	cent										
Apprentice												
1st yr A	60.00	\$19.72	\$8.90	\$9.50	\$0.60	\$0.00	\$1.08	\$0.20	\$0.00	\$0.00	\$40.00	\$49.86
1st yr B	65.00	\$21.37	\$8.90	\$9.50	\$0.60	\$0.00	\$1.08	\$0.20	\$0.00	\$0.00	\$41.65	\$52.33
2nd yr A	70.00	\$23.01	\$8.90	\$9.50	\$0.60	\$0.00	\$1.08	\$0.20	\$0.00	\$0.00	\$43.29	\$54.79
2nd yr B	75.00	\$24.65	\$8.90	\$9.50	\$0.60	\$0.00	\$1.08	\$0.20	\$0.00	\$0.00	\$44.93	\$57.26
3rd yr A	80.00	\$26.30	\$8.90	\$9.50	\$0.60	\$0.00	\$2.15	\$0.20	\$0.00	\$0.00	\$47.65	\$60.79
3rd yr B	85.00	\$27.94	\$8.90	\$9.50	\$0.60	\$0.00	\$2.15	\$0.20	\$0.00	\$0.00	\$49.29	\$63.26
4th yr A	90.00	\$29.58	\$8.90	\$9.50	\$0.60	\$0.00	\$3.23	\$0.20	\$0.00	\$0.00	\$52.01	\$66.80
4th yr B	95.00	\$31.23	\$8.90	\$9.50	\$0.60	\$0.00	\$3.23	\$0.20	\$0.00	\$0.00	\$53.66	\$69.27

4th yr C	100.00 \$32.87 \$8.90	\$9.50 \$0.60 \$0.00	\$3.23 \$0.20	\$0.00 \$0.00	\$55.30 \$71.73
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### **Special Calculation Note:** Other is Impact Fund Training

### Ratio:

1 Journeymen to 1 Apprentice 2 Journeymen to 2 Apprentice 10 Journeymen to 4 Apprentices

### Jurisdiction (\* denotes special jurisdictional note):

ADAMS\*, BROWN, BUTLER\*, CLERMONT, CLINTON\*, HAMILTON, HIGHLAND\*, WARREN\*

**Special Jurisdictional Note**: Adams County Twps included: Bratton, Scott, Winchester, Wayne. Butler County Twps included: Oxford, St. Clair, Fairfield, Morgan, Liberty, Union, Ross, Reily, Hanover. West Chester. In Clinton County, Manchester and South West Borrow. Highland County Twps included: Dotson, Salem, Clay, White Oak, Hamer, New Market, Concord, Jackson, Washington. Warren County Twps included: Harlan, Deerfield, Hamilton.

### **Details:**

Structural Iron Work but not limited to:field fabrication, all loading to and including the erecting,rigging,assembly,dismantling, placing, temporary and permanent securing by any means of all structural iron,steel,ornamental lead,bronze,brass,copper,aluminum,glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails,bridge viaducts,bucks bulkheads,bumper and bumper post,canopies and unistrut canopies,corrugated ferrous and non ferrous sheets when attached to steel frames,columns,beams,bar-joists,trusses,grinders,roof decking,electrical supports,elevator cars,elevator fronts and enclosures,erection of steel towers,flag poles, gymnasium equipment,stadium and arena seating,jail cell work,jail cell beds,benches,bunks,chairs,tables,mirrors,jail cell access doors,rigging and installation of machinery and equipment(erecting,aligning,anchoring and dismantling, erection and dismantling of tower cranes,derrick monorail systems, Chicago booms,overhead cranes,gantries,material and personnel hoists,tanks,hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding,roofing, gutters, downspouts and erection of all.

Reinforcing Iron Work but not limited to: Any work in commection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all materials used to reinforce concrete construction, except that loading and unloading by ahdnd and carrying to a centralized point adjacent to or upon site of the project on which such materials arfe to used. Realinging of reinforcing iron, wire mess placing, bricking, pulling and similar reinforcing materials, placing stell dowels, as well as refastening and resetting same while concrete is being poured. Reinforcing steel and wire mess in roadways and sidewalks in connection with building construction, also erection and fabrication of preconnection with building construction, also erection and fabrication of prestressed and precast joist, beams, columns, and slabs, walls, roofs, tanks, manholes, trenches and covers. The handling and placing of "J" of Jack bars on slip form construction; the placing of all clips, bolts, steel rods and wire fabric or mesh pertaining to gunite construction; the placing of steel-tex or paper-back mesh used for reinforcing and placing wire mesh to reinforce gypsum roof construction. Metal decking similar "corruform" used for floor forms over metal or concrete supports whether welded or clipped. Post tension. All loading and unloading, hosting, placing and tying of all post tensioning

cables. Wrecking of cones, wedging of tendons, stressign, cutting and repairing.

Ornamental Iron Work but not limited to:all work in connection with field fabrication, handling including loading/off

loading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron or steel, for stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel iron, lead, bronze, brass, copper, aluminum, all ferrous and non ferrous metals and composite materials

.

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.

Name of Union: Labor HevHwy 3

Change #: LCN01-2024ibLocalHevHwy3

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

	BI	łR		Frin	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Laborer Group 1	\$35	5.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88
Group 2	\$35	5.69	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.29	\$68.13
Group 3	\$36	5.02	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.62	\$68.63
Group 4	\$36	5.47	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.07	\$69.30
Watch Person	\$28	3.25	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98
Apprentice	Per	cent										
0-1000 hrs	60.00	\$21.31	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$35.91	\$46.57
1001-2000 hrs	70.00	\$24.86	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$39.46	\$51.90
2001-3000 hrs	80.00	\$28.42	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.02	\$57.22
3001-4000 hrs	90.00	\$31.97	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.57	\$62.55
More than 4000 hrs	100.00	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88

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

#### Ratio:

- 1 Journeymen to 1 Apprentice
- 3 Journeymen to 1 Apprentice thereafter

### Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,

MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

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

#### **Details:**

Group 1

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

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

### Group 2

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

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

#### Group 3

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

### Group 4

Miner, Welder, Gunite Nozzle Person

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

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

Name of Union: Labor Local 265 Building

Change #: LCN01-2024ibLoc265

Craft: Laborer Effective Date: 06/20/2024 Last Posted: 06/20/2024

	ВІ	IR		Fring	ge Bene	fit Payn	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Laborer	\$26	5.80	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55
Apprentice	Per	cent										
0-1000 Hours	80.00	\$21.44	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.79	\$50.51
1001 - 2000 Hours	85.00	\$22.78	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.13	\$52.52
2001 - 3000 Hours	90.00	\$24.12	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.47	\$54.53
3001 - 4000 Hours	95.00	\$25.46	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.81	\$56.54
More than 4000 Hours	100.00	\$26.80	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.15	\$58.55

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

#### Ratio:

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter per project

### Jurisdiction (\* denotes special jurisdictional note):

BROWN, CLERMONT, CLINTON, HAMILTON

### **Special Jurisdictional Note:**

#### **Details:**

Building & Common Laborer, Asbestos Removal, Cement Mason Helpers, Hand Operated Mechanical Mule, Mechanical Mule, Mechanical Sweeper, Signaler, Flagger Wrecking Laborer, Bottom Man, Pipe Layer, Skid Steer, Industrial Fork Lift Operator, Burning Torch Operator, Jack Hammer, Air Spade, Chipping Hammer, Mechanical & Air Tamper Operator, Mechanical Concrete Buggies, Power Operated Mechanical Mule, Concrete Pump Hose Man, Vibrator Man, CERCLA Trained Hazardous, Material Removal (Levels A,B & C), High Lifts, Lulls and Dingo, Tunnel Laborer.

Name of Union: Labor Local 265A Mason Tender

Change #: LCN01-2024ibLoc265A

Craft: Laborer Effective Date: 06/20/2024 Last Posted: 06/20/2024

	BF	IR		Fring	ge Bene	fit Payn	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Laborer Mason Tender/ Scaffolding/ Forklift Operator	\$25	5.90	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20
Apprentice	Perc	cent										
0-1000 Hours	80.00	\$20.72	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.07	\$49.43
1001-2000 Hours	85.02	\$22.02	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.37	\$51.38
2001-3000 Hours	90.00	\$23.31	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.66	\$53.32
3001-4000 Hours	95.00	\$24.60	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.96	\$55.26
Over 4000 Hours	100.00	\$25.90	\$8.40	\$9.45	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.25	\$57.20

### **Special Calculation Note:**

Ratio:

Jurisdiction (\* denotes special jurisdictional note):

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice

thereafter per project

BROWN, CLERMONT, CLINTON, HAMILTON

### **Special Jurisdictional Note:**

### Details:

TENDERS: The tending of Masons and mixing, handling and conveying of all materials used by Brick or Stone Masons, whether done by hand or by any other procedure including but not limited to, all forklifts or other mechanical means, all heating and drying off all materials used by Brick or Stone Masons and cleaning and clearing of all debris.

SCAFFOLDING: The building and dismantling of scaffolding and staging for Masons shall be the work of the



Name of Union: Painter Local 123 & 238 Hvy Hwy

Change #: LCN01-2024ibLoc123

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

	Bl	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui	- 11	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classific	ation											
Painter Bridge Class 1	\$38	3.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.69	\$72.03
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	\$3	1.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person Class 3	\$3	1.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Concrete Sealing, Concrete Blasting/Power Washing, Etc. Class 4	\$3	1.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Quality Control/Quality Assurance, Traffic Safety, Competent Person Class 5	\$3	1.68	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Apprentice	Per	cent										
1st Year	65.00	\$25.14	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.25	\$46.82
2nd Year	70.00	\$27.08	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.19	\$49.72
3rd Year	80.00	\$30.94	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$55.53
4th Year	90.00	\$34.81	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.92	\$61.33

Special Calculation Note: Apprentices shall be paid proper % of the classification above...

Ratio:

Jurisdiction (\* denotes special jurisdictional note):

### **Special Jurisdictional Note:**

#### **Details:**

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-GuardRails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

- Class 1 Abrasive blasting of any kind.
- Class 2 Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial/spot blasting.
- Class 3 Tend to all equipment including but not limited to abrasive basting, power washing, spray painting, forklifts, hoists, trucks, etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/vacuum abrasive blast materials and related tasks.
- Class 4 All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc.
- Class 5 Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Name of Union: Painter Local 639

Change #: LCNO1-2015fbLoc639

Craft: Painter Effective Date: 06/10/2015 Last Posted: 06/10/2015

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fun		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifica	ation										
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

Special Calculation Note: Other is Sick and Personal Time

Ratio:

Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE,

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

### **Special Jurisdictional Note:**

### **Details:**

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper: Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

.

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow finished metals, burnishing of bronze, statuary finishes on exterior and interior

surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

Name of Union: Painter Local 639 Zone 2 Sign

**Change #: LCN01-2023ibLoc639** 

Craft: Painter Effective Date: 03/22/2023 Last Posted: 03/22/2023

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fun		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification										
Painter Sign Journeyman Tech/Team Leader Class A	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56

Class B											
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95
Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33
Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

**Special Calculation Note:** Other is for paid holidays.

Ratio:

### Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA,

PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

### **Special Jurisdictional Note:**

### **Details:**

Class A: less that 1 year.

Class B: 1-3 years. Class C; 3-10 years.

Class D: More than 10 years.

Name of Union: Painter Locals 123 & 238

Change #: LCN01-2024ibLoc123-238

Craft: Drywall Finisher Effective Date: 05/01/2024 Last Posted: 05/01/2024

	Bl	HR		Fring	ge Bene	fit Payn	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Painter Drywall Finisher	\$28	\$28.29		\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Tapers and Finishers	\$28	\$28.29		\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
r												
Apprentice	Per	Percent										
1st Year	65.00	\$18.39	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	70.00	\$19.80	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	80.00	\$22.63	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Yea	90.00	\$25.46	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

Special Calculation Note: Apprentices shall be paid the proper % of the classification above.

Ratio:

1 Journeyman to 1 Apprentice per job

Jurisdiction (\* denotes special jurisdictional note):

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

#### **Special Jurisdictional Note:**

#### **Details:**

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-GuardRails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Name of Union: Painter Locals 123 & 238 Commercial & Industrial

Change #: LCN01-2024ibLoc123ComInd

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

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Painter Brush Roll	\$2	8.29	\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Paper Hanger	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Spray Painter	\$28.79		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.80	\$57.20
Sand Blaster Water Blaster	\$2	\$29.04		\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.05	\$57.57
Elevated Tanks	\$2	\$29.29		\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.30	\$57.95
Apprentice	Per	cent										
1st Year	65.00	\$18.39	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	70.00	\$19.80	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	80.00	\$22.63	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Year	90.00	\$25.46	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

**Special Calculation Note:** Apprentices shall be paid the proper % of the classification above.

Ratio:

(1) Journeymen to (1) Apprentice per jobsite

Jurisdiction (\* denotes special jurisdictional note):

BROWN, BUTLER, CLERMONT, CLINTON, HAMILTON, WARREN

### **Special Jurisdictional Note:**

#### **Details:**

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-GuardRails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the

ndustrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.	

Name of Union: Plasterer Local 132 (Cincinnati)

Change #: LCN01-2024ibLoc132Cinci

Craft: Plasterer Effective Date: 07/01/2024 Last Posted: 06/26/2024

	Bì	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Plasterer	\$30	0.40	\$6.10	\$8.47	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$46.73	\$61.93
Apprentice	Per	cent										
1st 900 hours	70.00	\$21.28	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$29.14	\$39.78
2nd 900 hours	74.00	\$22.50	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$30.36	\$41.60
3rd 900 hours	78.00	\$23.71	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$39.31	\$51.17
4th 900 hours	82.00	\$24.93	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$40.53	\$52.99
5th 900 hours	86.00	\$26.14	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$41.74	\$54.82
6th 900 hours	90.00	\$27.36	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$42.96	\$56.64
7th 900 hours	94.00	\$28.58	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$44.18	\$58.46
8th 900 hours	98.00	\$29.79	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$45.39	\$60.29

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

#### Ratio:

- 1 Journeyman to 1 Apprentice
- 4 Journeyman to 2 Apprentice
- 7 Journeyman to 3 Apprentice

### Jurisdiction (\* denotes special jurisdictional note):

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN

### **Special Jurisdictional Note:**

#### **Details**:

Apprentice and Shop Hand Pension are \$1.00 less than Journeyman.

<sup>\*</sup>Other is International Training

Name of Union: Plumber Pipefitter Local 392

Change # : LCN01-2024ibLoc392

Craft: Plumber/Pipefitter Effective Date: 06/01/2024 Last Posted: 05/29/2024

	Bl	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$40.70		\$11.08	\$14.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$67.45	\$87.80
Plumber Helper	\$26.46		\$10.98	\$7.40	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.73	\$58.96
Apprentice	Percent											
1st Year	52.00	\$21.16	\$10.88	\$1.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$34.71	\$45.30
2nd Year	55.00 \$22.39		\$10.88	\$1.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$35.94	\$47.13
3rd Year	58.00	\$23.61	\$10.88	\$7.90	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$43.91	\$55.71
4th Year	62.00	\$25.23	\$10.88	\$7.90	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$45.53	\$58.15
5th Year	75.00	\$30.53	\$10.88	\$14.15	\$0.89	\$0.00	\$0.00	\$0.63	\$0.00	\$0.00	\$57.08	\$72.34

Special Calculation Note: OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

### Ratio:

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 4 Apprentices
- 3 Journeymen to 6 Apprentices

Jurisdiction (\* denotes special jurisdictional note):

BROWN, BUTLER, CLERMONT, HAMILTON, WARREN

When more than Sixteen (16) Journeymen are employed additional apprentices may be acquired at a ratio of one (1) apprentice to four (4) journeymen.

### **Special Jurisdictional Note:**

#### **Details:**

Helpers shall be permitted to work on ONLY, Exterior Sewers, Concrete, Vitrified Clay or PVC Pipe and Digging and Backfilling for Piping Work. The ratio shall not exceed 2 helpers to 1 Journeymen when performing the scope of work listed above

Name of Union: Roofer Local 42

Change #: LCN01-2024ibLoc42

Craft: Roofer Effective Date: 01/24/2024 Last Posted: 01/24/2024

	B	HR		Fring	e Bene	fit Pay	ments		Irrevo Fun		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	ssification											
Roofer	\$32.00		\$8.40	\$8.57	\$0.50	\$0.00	\$1.47	\$0.21	\$0.00	\$0.00	\$51.15	\$67.15
Tradesmen	\$2:	5.60	\$8.40	\$6.85	\$0.00	\$0.00	\$1.47	\$0.06	\$0.00	\$0.00	\$42.38	\$55.18
Apprentice	Percent											
1st period	65.00	\$20.80	\$8.40	\$5.57	\$0.00	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$36.24	\$46.64
2nd period	70.00	\$22.40	\$8.40	\$6.00	\$0.00	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$38.27	\$49.47
3rd period	80.00	\$25.60	\$8.40	\$6.85	\$0.00	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$42.32	\$55.12

Special Calculation Note: Other is for Training Fund

Ratio:

Employer may employ 1 apprentice for every 2 journeymen in his employment.

Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, BROWN, BUTLER, CLERMONT, HAMILTON, PIKE, WARREN

### **Special Jurisdictional Note:**

### **Details:**

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Name of Union: Sheet Metal Local 24 (Cincinnati)

Change #: LCN01-2023ibLoc24(Cin)

Craft: Sheet Metal Worker Effective Date: 06/07/2023 Last Posted:

06/07/2023

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificat	ion										
Sheet Metal Worker	\$3	4.32	\$8.08	\$13.88	\$0.86	\$0.00	\$0.00	\$0.95	\$0.00	\$0.00	\$58.09	\$75.25
Apprentice	Per	rcent										
1st 6 Month	50.00	\$17.16	\$7.32	\$4.92	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$30.86	\$39.44
2nd 6 Month.	51.00	\$17.50	\$7.32	\$6.02	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$32.30	\$41.05
3rd 6 Month.	52.12	\$17.89	\$7.32	\$6.34	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$33.01	\$41.95
4th 6 Month.	53.49	\$18.36	\$7.32	\$6.68	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$33.82	\$43.00
5th 6 Month.	55.00	\$18.88	\$8.08	\$7.23	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$35.65	\$45.08
6th 6 Month.	57.50	\$19.73	\$8.08	\$7.68	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$36.95	\$46.82
7th 6 Month.	60.00	\$20.59	\$8.08	\$9.95	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$40.08	\$50.38
8th 6 Month.	65.00	\$22.31	\$8.08	\$10.44	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$42.29	\$53.44
9th 6 Month.	70.00	\$24.02	\$8.08	\$10.93	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$44.49	\$56.51

10th 6	75.00	\$25.74	\$8.08	\$11.42	\$0.86	\$0.00	\$0.00	\$0.60	\$0.00	\$0.00	\$46.70	\$59.57
Month.												

Special Calculation Note: OTHER IS: Supplemental unemployment benefits

### Ratio:

1 Journeymen to 1 Apprentice 4 Journeymen to 2 Apprentices 7 Journeymen to 3 Apprentices 10 Journeymen to 4 Apprentices Thereafter, 3 Journeymen to 1 Apprentice Jurisdiction (\* denotes special jurisdictional note):
BROWN, CLERMONT, HAMILTON, HIGHLAND

### **Special Jurisdictional Note:**

### **Details:**

Name of Union: Sprinkler Fitter Local 669

Change #: LCN01-2022sksLoc669

Craft: Sprinkler Fitter Effective Date: 04/06/2022 Last Posted: 04/06/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$43.75		\$10.99	\$7.10	\$0.52	\$0.00	\$5.12	\$0.00	\$0.00	\$0.00	\$67.48	\$89.35
Apprentice Indentured after April 1, 2013	Percent											
ClLASS 1	45.00	\$19.69	\$7.85	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.06	\$37.90
CLASS 2	50.02	\$21.88	\$7.85	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.25	\$41.20
CLASS 3	54.43	\$23.81	\$10.99	\$7.10	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$43.57	\$55.48
CLASS 4	59.43	\$26.00	\$10.99	\$7.10	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$45.76	\$58.76
CLASS 5	64.43	\$28.19	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$48.20	\$62.29
CLASS 6	69.43	\$30.38	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$50.39	\$65.57
CLASS 7	74.43	\$32.56	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$52.57	\$68.85
CLASS 8	79.42	\$34.75	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$54.76	\$72.13
CLASS 9	84.43	\$36.94	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$56.95	\$75.42
CLASS 10	89.44	\$39.13	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.14	\$78.70

### **Special Calculation Note:**

Ratio:

1 Journeyman to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER,

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

### **Special Jurisdictional Note:**

### **Details:**

Sprinkler Fitter work shall consist of the

installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

# Prevailing Wage Rate Skilled Crafts

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

Change #: LCN01-2024ibBldgHevHwy

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

	BI	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31	.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Per	cent										
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

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

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

**Special Jurisdictional Note:** 

**Details:** 

# Prevailing Wage Rate Skilled Crafts

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

Change #: LCN01-2024ibBldgHevHwy

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)	\$32	26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Per	cent										
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

#### Ratio:

3 Journeymen to 1 Apprentice

# Jurisdiction (\* denotes special jurisdictional note):

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

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

<b>Special Jurisdictional Note</b>	<b>Special Juris</b>	dictional	Note
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**Details:** 

# Prevailing Wage Rate Skilled Crafts

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

Change #: LCN01-2024ibBldgHevHwy3

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

	BI	BHR Fring			ge Benefit Payments				Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge- Frame Rock Trucks; Distributor Trucks)	\$33	3.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Per	cent										
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

#### Ratio:

3 Journeymen to 1 Apprentice

## Jurisdiction (\* denotes special jurisdictional note):

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

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

**Special Jurisdictional Note:** 

**Details:** 

#### **CONTRACT**

	T, made this the ne Clermont County Pa			, by and between the Board of Parked the "Owner"
and(name of contractor)	(type of business	organization)		
organized under the	laws of the State of	, hereinafte	er called "C	Contractor."
made and performed		ntractor hereby a	_	ents hereinafter mentioned, to be the Owner to commence and
Wilson Preserve Su	spension Bridge here	inafter called the	PROJEC	Γ,
for the sum of				
				Dollars
(\$	) and all extra	work in connect:	ion therew	ith, under the terms as stated in the
				Material Specifications of the
Contract, and at his	(its or their) own prope	er cost and expen	se to furni	sh all the materials, supplies,
machinery, equipme	nt, tools, labor, insurar	nce, and other ac	cessories a	nd services necessary to complete
the said project in ac	cordance with the con	ditions and price	s stated in	the Proposal, the General
Conditions, Supplen	nental General Condition	ons and Special C	Conditions	of the Contract, the Information
				ueprints, and other drawings and
_	-	_		ntract documents therefore as
prepared by the Cler	mont County Park Dist	trict all of which	are made a	part of this Contract.
The Contractor here	by agrees to commenc	e work under this	s contract o	on or before a date to be specified in
a written "Notice to	Proceed" of the Owner	r and to fully con	nplete Proi	ect within 290 consecutive calendar

The Owner agrees to pay the Contractor in current funds for the performance of the Project, subject to additions and deductions, as provided in the General Conditions of the Project, and to make payments on account thereof as provided in <a href="Paragraph 27">Payments to Contractor</a>," in Section B of the Standard General Conditions.

days thereafter.

IN WITNESS WHEREOF, the parties execute this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BOARD OF PARK COMMISSIONERS
OF THE CLERMONT COUNTY PARK DISTRICT
Ву
Josh Torbeck, Executive Director
CONTED A CITION
CONTRACTOR
_
By
Name:
Title:

#### PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY	Y THESE PRESENTS: That we	
		(correct name of contractor)
a		
	(a corporation, a partnership, or an inc	lividual d.b.a.)
hereinafter called "Prin	ncipal" and	
	(correct name of surety)	
hereinafter called "Sur	ety," are held and firmly bound	
	(correct nam	
hereinafter called "Ow	ner" in the penal sum of	
	ade, we bind ourselves, our heir	f the United States, for the payment of which sum s, executors, administrators, and successors, jointly
THE CONDITION OF		hat Whereas, the Principal entered into a certain
dated the	day of	, 20 ,
	(leave blank, to be filled in when ex-	ecuted)
a copy of which is her	eto attached and made a part her	reof for the construction of:

#### Wilson Preserve Suspension Bridge

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original terms thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or these specifications.

	that no final settlement betwe reunder, whose claim may be	een the Owner and the Contractor shall a unsatisfied.	abridge the
IN WITNESS WHEREOF	, this instrument is executed,	each counterpart of which shall be deep	med an
	day of		
ATTEST			
Principal			
Timeipai			
Ву	(1)		
Name:			
Title:	<del></del>		
Address:			
NOTE: (1) If Contractor is Par	tnership, all partners should exec	cute bond	
Surety			
Ву	(1)		
Name:			
Title:			
Address:			

<u>IMPORTANT:</u> Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in Ohio.

## PROSECUTING ATTORNEY'S CERTIFICATE

I hereby certify that I have examined the contract and bond attached between the Board of
Park Commissioners of Clermont County Park District, and
, Contractor, and find same to be in accordance with
the provisions of law and hereby approve said contract and bond as to form.
Assistant Prosecuting Attorney
Clermont County, Ohio

<u>,</u> 20\_\_\_\_.

# AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR PREVAILING WAGES

STATE OF )	
) SS: COUNTY OF )	
, 	
I, (Name of Person signing affidavit)	(Title)
do hereby certify that the wages paid to all employees of	
(Company Name)	
for all hours worked on the;	
(Project name and location)	
project, during the period from	
to	are in
to(Project Dates) compliance with prevailing wage requirements of Chapter 4115 of the Ol	hio Revised Code.
I further certify that no rebates or deductions have been or will be made, any wages paid in connection with this project, other than those provided	
(Signature of Officer or A	Agent)
Sworn to and subscribed in my presence thisday of(Month	
(Notary Public)	

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

### CERTIFICATE OF SUBSTANTIAL COMPLETION AND GUARANTY

The	
	of Company) ofore entered into a contract with <b>the Board of Park</b> istrict dated for the
Wilson Preserv	re Suspension Bridge
EXCLUDING restoration and site improvements, is authorized alterations thereto and that such Improvements to said contract is free from imperfect workmanship the Contract's sole cost and expense all of the work	ontractor and/or his subcontractors under said contract, is in conformity with such plans and specifications and ement, Repair, and/or Construction installed pursuant of and materials, and the Contractor agrees to repair at covered under said contract and change orders which ear from the date hereof. Furthermore, the Contractor
The Contractor does further warrant that he knows of injuries relative to the above work, labor, and mater his subcontractors, their laborers, and employees of	al as against himself, his laborers, and employees or
It is understood and agreed that the Board of Park	e, write none) Commissioners of the Clermont County Park s, and the within repairs done under their supervision.
We concur that the one (1) year warranty or perform (EXCLUDING restoration and site improvements)	*
Guaranty Period Begins:	
IN WITNESS WHEREOF, the parties execute this counterpart, of which shall be deemed an original,	•
B T	Contractor)  y  itle ate
B <sub>i</sub> T	lermont County Park District  / itle ate

### CERTIFICATE OF FINAL COMPLETION AND GUARANTY

The	
	·
Wilson Pr	reserve Suspension Bridge
equipment furnished and work performed by a INCLUDING restoration and all site improve and authorized alterations thereto and that succepursuant to said contract is free from imperfect repair at the Contract's sole cost and expense and orders which may prove to be defective for a	ract do hereby guaranty that all labor, materials, and the Contractor and/or his subcontractors under said contract, ements, is in conformity with such plans and specifications ch Improvement, Repair, and/or Construction installed ct workmanship and materials, and the Contractor agrees to all of the work covered under said contract and change period of one (1) year from the date hereof. Furthermore, the cost, any work which may be affected or disturbed in
injuries relative to the above work, labor, and	nows of no claim for or possible claim for damages or material as against himself, his laborers, and employees or rees except:
It is understood and agreed that the Board of I	(if none, write none)  Park Commissioners of the Clermont County Park ections, and the within repairs done under their supervision.
We concur that the one (1) year warranty or p (INCLUDING restoration and site improvement	performance period for all material and equipment ents) should begin as of:
Guaranty Period Begins:	
WITNESS WHEREOF, the parties execute the which shall be deemed an original, in the year	nis Certificate of Final Completion in one (1) counterpart, of r and day first above mentioned.
(Secretary/Witness)	(Contractor)  By  Title  Date
(Witness)	Clermont County Park District  By  Title  Date

### PROJECT SCHEDULE

Activity	Date
Advertisement	7/18/2024
Pre-Bid Meeting	7/30/2024 at 3:00 PM
Last Day for Questions	8/9/2024 at 5:00 PM
Bid Opening	8/15/2024 at 10:00 AM
Bid Award	8/22/2024
Mobilization	8/29/2024
Substantial Completion	5/1/2025
Final Completion	6/1/2025

## **SECTION B**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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#### 1. <u>CONTRACT AND CONTRACT DOCUMENTS</u>

The Plans, Specifications, and Addenda, enumerated in these Standard General Conditions, Supplemental General Conditions, and Work and Material Specifications shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

#### 2. **DEFINITIONS**

The following terms as used in this contract are respectively defined as follows:

- (a) "Owner": Clermont County Park District Board of Park Commissioners: A person, firm, agency, commission, or political subdivision empowered by law to contract for the planning and construction of the project.
- (b) "Owner's Representative" Consulting Engineering Firm under contract with the Owner to provide construction administration services: The project representative designated by the Owner to plan and direct the work set forth by the Contract between the Owner and Contractor.
- (c) "Contractor": A person, firm, or corporation with whom the Contract is made by the Owner.
- (d) "Subcontractor": A person, firm, or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.

#### 3. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

#### 4. **SHOP OR SETTING DRAWINGS:**

The Contractor shall submit promptly to the Owner's Representative a minimum of four (4) copies of each shop or setting drawings. After review and examination of such drawings by the Owner's Representative and the return thereof, the Contractor shall make such corrections to the drawings and shall resubmit to the Owner's Representative four (4) corrected copies. The Owner's Representative will return to the Contractor one (1) approved copy of the shop or

setting drawings. If requested by the Owner's Representative, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Owner's Representative, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications. As-Built shop or setting drawings shall be forwarded by the Contractor to the Owner's Representative within thirty (30) days of completion of the project. The As-Built drawings (2 sets will be required) shall be submitted such that one set is on paper and one set is digital.

#### 5. <u>MATERIALS, SERVICES, AND FACILITIES:</u>

- (a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature, whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or Legal Holidays, shall be performed without additional expense to the Owner.
- (c) Clermont County Park District recognizes the following as Legal Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

#### 6. <u>TEMPORARY FACILITIES:</u>

#### (a) Sanitary Provisions:

The Contractor shall furnish sanitary facilities for all employees engaged in work at the site. Said sanitary facilities shall meet the requirements and approval of the Owner's Representative and the Clermont County General Health District having jurisdiction. The said facilities shall be located so as to be easily accessible to all employees at the site and said facilities are to be installed when the first work is begun on the project.

#### (b) Temporary Electric Service:

Temporary electric power required for the execution of all work shall be furnished by the Owner from existing outlets where available. Power requirements exceeding those which can be conveniently furnished from the existing service or power requirements at locations where outlets are not available shall be the responsibility of the Contractor. Cost of power from the Owner's service will be paid by the Owner.

#### 7. PROJECT SIGN:

The Contractor shall supply, construct, erect, and maintain throughout the entire life of the contract at his cost one (1) single-sided 4' x 8' project sign. All signs shall be made of 3/4" exterior grade plywood, supported by two (2) 4"x 4" x 12' pressure-treated posts, with suitable exterior paint.

Each sign shall consist of a white background. Lettering shall be black.

Sizes of lettering, the approximate amount of lettering, and all layouts of the signs shall be as shown below.

The location the Contractor proposes to erect the project sign shall be approved by the Owner's Representative.

Tentative lettering is as follows:

#### CLERMONT COUNTY PARK DISTRICT

Wilson Preserve Suspension Bridge

COST \$ XXX,XXX.00

BOARD OF PARK COMMISSIONERS

John Stowell, Andrew McAfee, David Anspach

#### 8. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

#### 9. INSPECTION AND TESTING OF MATERIALS:

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The Laboratory or inspection agency shall be selected by the Owner. The Contractor will pay for all laboratory inspection service direct, and not as part of the Contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. The Contractor will pay for all inspection and testing as directed by the Owner in conformance with said Specifications.

#### 10. "OR EQUAL" CLAUSE:

Whenever a material or article required is specified or as shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory provided the material or article so proposed is of equal substance and function in the Owner's Representative's opinion. It shall not be purchased or installed without Owner's Representative's written approval.

#### 11. PATENTS:

- (a) The Contractor shall hold and save the Owner and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device, or materials covered by letters, patent, or copyright: he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims from infringement by

reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

#### 12. CONSTRUCTION STAKING AND SURVEYING:

The Contractor shall provide all construction staking required for the layout of project as specified in the Work and Material Section of these Specifications.

#### 13. CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES:

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Owner's Representative as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner's Representative. The Contractor shall provide and maintain for the duration of the work as required all sheeting, bracing, temporary ladders, and similar temporary construction, in compliance with State and local laws, as may be necessary for the performance of his work.

The Contractor shall be responsible to maintain and record all changes of all work on the drawings, specifications, change orders, field orders, and shop drawings that are to be kept as the record set. This record set shall be turned over to the Owner's Representative upon completion and acceptance of the project.

#### 4. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner's Representative shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner's Representative, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

#### 5. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner's Representative in a diligent manner. He shall notify the Owner's Representative immediately thereafter.

Where the Contractor has not taken action but has notified the Owner's Representative of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner's Representative.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in <u>Paragraph 19</u> of this section.

#### 6. **INSPECTION AND TESTING:**

The Owner's Representative and any other participating or approving agency of government shall be permitted to inspect all work, materials, and equipment.

The Contractor shall furnish at his expense and as required by the Owner's Representative, additional expertise (as needed) to perform all testing procedures.

#### 7. REPORTS, RECORDS, AND DATA:

The Contractor shall submit to the Owner's Representative such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner's Representative may request concerning work performed or to be performed under this contract.

#### 8. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner's Representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

#### 9. CHANGES IN WORK:

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods.

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  - 1. Labor, including foreman;
  - 2. Materials entering permanently into the work;
  - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - 4. Power and consumable supplies for the operation of power equipment;
  - 5. Insurance;
  - 6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

The Contractor is entitled to a fixed fee not to exceed five percent (5%) to be added to the change order work under (c) performed by a subcontractor. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

#### **20. EXTRAS:**

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or Owner's Representative, acting officially for the Owner, and the price is stated in such order.

#### **21.** TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or if any proper extension thereof granted by the Owner, then the Contractor does hereby agree as a part consideration for the awarding of this contract, to pay the Owner the amount specified in the Contract, not as penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

Since time is an ESSENTIAL ELEMENT of this Contract, there shall be assessed against the Contractor, and the Contractor agrees to pay \$300 per day. This amount is considered liquidated damages and not as penalty. This amount shall be assessed for each and every calendar day, after the expiration of the Contract life required to complete the Contract.

The Contractor agrees that said work shall be performed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

<u>Provided</u>, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority, or allocation order issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and

(c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (a) and (b) of this article;

<u>Provided</u>, <u>Further</u>, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

#### 22. CORRECTION OF WORK:

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of constructions shall be at times and places subject to the inspection of the Owner's Representative who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner's Representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner's Representative shall be equitable.

#### 23. SUBSURFACE CONDITIONS FOUND DIFFERENT:

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner's Representative of such conditions before they are disturbed. The Owner's Representative will thereupon promptly investigate the conditions, and if the Owner's Representative finds that they are materially differing from those shown on the Plans or indicated in the Specifications, the Owner's Representative will at once make such changes in the Plans and/or Specifications as are found necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in <a href="Paragraph 19">Paragraph 19</a> of this section.

#### 22. RIGHT OF THE OWNER TO TERMINATE CONTRACT:

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor; and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

The Owner may terminate the Contract for the Owner's convenience at any time. The Contractor will be compensated for added expense not including anticipated profits for termination of the Contract for the convenience of the Owner. This section is subject to the provisions of 5525.14, ORC.

#### 23. CONSTRUCTION SCHEDULE:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

#### **<u>24.</u>** PERIODIC ESTIMATES FOR PARTIAL PAYMENT:

The Contractor shall also furnish on forms to be provided by the Owner's Representative, or form approved by the Owner's Representative, a complete breakdown of the contract price and periodic itemized estimates of work done for the purpose of making partial payments. The original completed form must be submitted for approval by the Owner's Representative before first partial payment is requested.

#### 27. PAYMENTS TO CONTRACTOR:

- (a) The Owner shall make a Progress payment to the Contractor, on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, no later than 30 days from receipt of a mathematically correct estimate. The contractor shall submit to the owner the percentage of completed work based upon the work breakdown in the Schedule of Values. To insure the proper performance of this contract, the Owner shall retain eight percent (8%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract; Provided that the Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining Progress Payments in full: Provided Further, that on completion and acceptance of each separate building, public work, or other divisions of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions. Monies held for retainage on labor and material will remain in the Clermont County Park District's Capital Improvement Account until the time of completion of fifty percent (50%) of the Contract. At this time, the retainage will be deposited, in accordance with Section 153.63 of the Ohio Revised Code, in a joint escrow account with the Owner and Contractor required to co-sign any withdrawals. The joint escrow account will be established in a bank or building and loan association in the state that will be selected by mutual agreement between the Contractor and the Owner.
- (b) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. All documentation such as material invoices, payroll records, signed affidavits, etc. must be submitted with estimates.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Prior to first payment, owner requires project schedule for construction and expected draw-down schedule.
- (e) Owner's Right to Withhold Certain Amounts and Make Application
  Thereof: The Contractor agrees that he will indemnify and save the
  Owner harmless from all claims growing out of the lawful demands of

subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts, thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

#### 28. PRE-FINAL PAYMENT:

Upon receipt of written notice that the work is completed and acceptable under the contract documents and the contract is fully performed and ready for final inspection by Owner, the Contractor shall submit a pre-final periodic estimate along with the following:

(NOTE: The final periodic estimate includes only retainage withheld in accordance with Paragraph 27 of this section.)

#### (1) Final Affidavit of Prime or Subcontractor:

This original affidavit shall list all subcontractors and material suppliers and demonstrate that all bills for services, materials, equipment, and other indebtedness, including all payroll of the Prime Contractor, connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied or set out the amounts owed. In order to establish full payment to Subcontractors and material suppliers, Final Waivers of Lien and/or Material-Mens Certificates must be attached for each Subcontractor and/or material supplier utilized under this contract. 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.

# (2) <u>Certificate of Substantial Completion and Guaranty</u>: Previously signed and executed by the Contractor and Owner's Representative(s).

- (0) <u>Certificate of Final Completion and Guaranty</u>:

  To be signed and executed by the Contractor and Owner's Representative(s).
- (1) Prevailing Wage Affidavit:
  Also required of all subcontractors.

#### **29. FINAL PAYMENT:**

Upon receipt of written notice that the work is completed and acceptable under the contract documents and the contract is fully performed and final inspection completed and approved by Owner's Representative, the Contractor shall submit a final periodic estimate, which shall include the retainage withheld in accordance with Paragraph 27 of this section, along with the following:

(1) <u>Consent of Surety to Final Payment</u>: To be provided by Surety.

#### **30.** ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

#### 31. PAYMENTS BY CONTRACTOR:

The Contractor shall pay (a) for all transportation and utility services not later than 15 days after receiving payment from Owner, following that in which services are rendered, (b) all Subcontractors, materials, tools, and other expendable equipment shall be paid to the extent of 90% of the cost thereof, not later than 15 days after receiving payments from Owner, and the balance following 30 days after the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, final payment shall be paid before required for final release of final payment.

#### 32. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Workers' Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
  - Contractor's Public Liability and Property Damage Insurance: Contractor shall carry commercial general liability insurance for bodily injury, personal injury, and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate while performing any services for the Owner in accordance with the terms of this Agreement. Contractor shall provide to the Owner a certificate of insurance listing the Board of Park Commissioners of the Clermont County Park District and all of their respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents as additional insured as proof of compliance with this condition. Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this Agreement. Contractor's insurance coverage shall be the primary insurance with respect to the Owner and its officials, employees, representatives, servants. volunteers, successors, assigns, and agents. Any insurance maintained by the Owner shall be excess of Contractor's insurance and shall not contribute to it. Contractor's insurance shall be provided by insurers with an AM Best rating of no less than A: VII.
- (c) <u>Subcontractor's Public Liability and Property Damage Insurance:</u> The Contractor shall either:
  - 1. Require each of his subcontractors to procure and maintain during the life of his subcontract Subcontractor's commercial general liability insurance for bodily injury, personal injury, and property damage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate while performing any services. Subcontractor's insurance shall be provided by insurers with an AM Best rating of no less than A: VII.
  - 2. Insure the activities of the subcontractors in his policy, specified in subparagraph (b) hereof.
- (d) <u>Contractor's Risk Insurance:</u> Each contractor shall maintain insurance to protect himself and/or the Board from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion, and malicious misc ie in t e ull amount o t e contract an suc insurance s all co er all la or an materials connecte it t e or inclu in materials eli ere to t e site ut not et installe

(e) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of his contract.

Explosives are not permitted on the job site without first obtaining written permission from the Owner. If such permission is granted, Contractor shall obtain all insurance and permits required to protect Contractor for damage which may be caused by blasting. Notification shall be made to all area property owners by the Contractor not later than 48 hours prior to the detonation of explosives as permitted by the Owner.

(f) Proof of Insurance: The Contractor shall furnish the Owner with Certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Owner, or ten (10) days written notice in the event of non-payment of premiums." Such certificates shall be supplied with the submittal of the Contract Documents following Bid Award.

#### 33. CONTRACT SECURITY:

The Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

#### 34. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Owner for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance and Payment Bond, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

#### **35. ASSIGNMENTS:**

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the systematic Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

#### <u>36. MUTUAL RESPONSIBILITY OF CONTRACTORS:</u>

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

#### 37. SEPARATE CONTRACTS:

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Owner's Representative immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

#### 38. SUBCONTRACTING:

- (a) The Contractor may utilize the service of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require and shall execute the Subcontract Form with each Subcontractor in accordance with Section 153:1-3-02 of the Ohio Administrative Code.

- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by terms of the General Conditions and other contract documents in total as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) All changes in work performed by a subcontractor are subject to Paragraph 19 of the General Conditions.
- (f) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

#### 39. CLERMONT COUNTY PARK DISTRICT AUTHORITY:

The Clermont County Park District shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Clermont County Park District shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Clermont County Park District's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Clermont County Park District shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Clermont County Park District shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Clermont County Park District.

#### 40. USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up daily all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to affect all cutting, fittings, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Owner's Representative, not to cut or otherwise alter the work of any other contractor.

#### 41. MATERIALS:

All materials that are to be incorporated into the finished project shall be new materials unless otherwise noted on the plans or stated in the material specifications, or pursuant to a written change order from the Owner.

Any items required including labor, equipment, and/or materials but not shown as a separate pay item in the proposal shall be furnished and installed as incidental to the Contract, except as noted in the Specifications.

#### **42. QUANTITIES OF ESTIMATE:**

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. Periodic pay quantities will be calculated based on the measured field dimensions and shall not exceed the quantities as specified on the plans unless otherwise specified herein or approved in the field by the Owner's Representative due to specific field conditions. Any additional materials required to construct the proposed improvements as specified and shown on the Plans will be paid at the unit price bid for this contract. All claims for extra cost shall conform to <a href="Paragraph 19">Paragraph 19</a> of this section and will be the result of a change in the scope of the contract as directed and approved by the Owner and/or Owner's Representative. The Owner especially

reserves, except as herein otherwise specifically limited, to increase or diminish quantities through a change in the scope of the work as may be deemed reasonably necessary or desirable to complete the work contemplated by this contract, and such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

#### 43. CONSTRUCTION RIGHTS-OF-WAY:

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or right-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

It is the Owner's intent that sufficient working room be available for the Contractor's use in construction of the project. This construction Right-of-Way appears on the plans and the Owner shall procure and pay all costs. However, should the Contractor require additional work area due to his methods and means, it shall be his responsibility to acquire temporary construction area as he deems necessary at no additional cost to the Owner. Temporary construction easement copies shall be required by the Owner before allowing Contractor to exceed the construction Right-of-Way.

#### 44. AGREEMENTS WITH PROPERTY OWNERS:

The Owner strongly discourages the Contractor from entering into any agreements either oral or written with any property owners in or around the project area concerning storage of materials and/or equipment, release of excess backfill, or other issues. However, should the Contractor choose to enter into such an agreement, it must be in written form and a written copy of this agreement signed by all parties involved and addressing all provisions and terms of the agreement, must be submitted in writing to the Owner's Representative prior to any action taken as per the terms of the agreement.

In no way is the Owner to be held responsible or liable for any agreements either oral or written between the Contractor and any other parties.

## 45. PERMITS FOR WORK ON OR ALONG STATE, COUNTY, TOWNSHIP, AND VILLAGE ROADS:

All permits from the Ohio Department of Transportation and the Clermont County Engineer required for work on, across, or along State or County Highways shall be obtained by the Owner. The Contractor shall be solely responsible to obtain all permits for all work along Township and Village roads required to complete all work or extra work under this contract or instructed by the Owner. The Contractor has the duty of complete and full compliance with all said permits.

## **46.** RESTORATION OF PAVEMENT:

All pavement and/or roadway surface disturbed by the Contractor, other than restoration over trenches as provided by these specifications, shall be restored by the Contractor at his expense and in conformance with the regulations of the governing authority of said roadways. In the absence of such regulations, the restoration shall be in accordance with instructions by the Owner's Representative with the objective of restoring the paving or roadway surface to the original condition of same.

## 47. STORM CULVERTS:

All driveway or roadway storm culvert pipe shown on the plans or not shown on the plans that runs parallel to the proposed facilities and need to be removed due to excavation shall be replaced at the original line and grade unless otherwise provided by these specifications as a separate bid item. If the pipe is damaged or broken by the Contractor, it shall be replaced with a new storm culvert pipe as directed by the Owner's Representative at the Contractor's expense.

## **48.** MAINTENANCE OF TRAFFIC:

The Contractor shall, unless permission is received from the Owner to do otherwise, maintain at all times vehicular and pedestrian traffic during the progress of the work. At no time, except as hereinabove mentioned, during the work shall the Contractor block any road, street, or throughway more than one-half (1/2) mile. If at any time one-way traffic is maintained, the Contractor shall furnish two (2) flagmen. When open cutting any road or areas requiring public access like parks, cemeteries, and businesses; the Contractor shall use steel plates to accommodate vehicles over open trenches and/or maintain one lane open to traffic at all times.

## 49. SAFETY BARRICADES AND LIGHTS:

The Contractor shall furnish, erect and maintain all safety barricades, fences, red lights, flares, and watchmen necessary to properly protect all persons, animals, and property against injury or damages which result as a consequence of this work. In addition, all trenches should be closed or covered at the end of each workday. The Contractor shall barricade all work zones including but not limited to underground work, site work, building work, material storage areas and construction vehicles. These areas and elements shall be protected from the public by a six-foot minimum chain-link fence or approved substitute. Access to these fenced areas shall be controlled by locks with keys provided to the owner for their use through out the life of the Project.

All work shall be in accordance with the State of Ohio, ODOT 614 and 615 Specifications and related specifications and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways" (hereinafter referred to as the OMUTCD). The OMUTCD shall be used when any and all unforeseen and anticipated traffic control problems arise.

## **50.** SUBSTANTIAL COMPLETION AND GENERAL GUARANTY:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute substantial completion or an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the work, material, and equipment and pay for any damage to work, materials, and equipment resulting there from, which shall appear within a period of one (1) year from the date of substantial completion and acceptance of the work, as designated on the Certificate of Substantial Completion and Guaranty of these specifications signed and executed by the Contractor and the Owner's Representative(s) unless a longer period is specified.

If at any time during the guaranty period a defect is observed, the Contractor shall be given written notice of said defect with reasonable promptness by the Owner. The Contractor hereby agrees to begin work on correction of the said defect within one (1) week from the posting of said notice. If the work is not commenced within the one (1) week period, the Owner may take any steps necessary to correct the defect himself.

In which case, the Contractor agrees to reimburse the Owner of the actual cost incurred as a result of his failure to perform. The actual cost shall include the cost of the work and any loss due to the delay in repairing the defect.

## 9. FINAL COMPLETION AND GENERAL GUARANTY:

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in restoration and site improvements and pay for any damages resulting there from, which shall appear within a period of one (1) year from the date of final completion and acceptance of the work, as designated on the Contractor's Certificate of Final Completion and Guaranty of these specifications signed and executed by the Contractor and the Owner's Representative(s) unless a longer period is specified.

If at any time during the guaranty period a defect is observed, the Contractor shall be given written notice of said defect with reasonable promptness by the Owner. The Contractor hereby agrees to begin work on correction of the said defect within one (1) week from the posting of said notice. If the work is not commenced within the one (1) week period, the Owner may take any steps necessary to correct the defect himself.

In which case, the Contractor agrees to reimburse the Owner of the actual cost incurred as a result of his failure to perform. The actual cost shall include the cost of the work and any loss due to the delay in repairing the defect.

## 10. CONFLICTING CONDITIONS:

In the event of conflict, the governing order of contract shall be as delineated below; however, the special provision does not relieve the Contractor from his responsibilities as described in the General Conditions.

## Governing Order

- 1. Permits from Other Agencies and as may be required by Law
- 2. Approved Change Orders
- 3. Contract Agreement
- 4. Addenda
- 5. Contractor's Bid (Bid Form)
- 6. Supplementary General Conditions
- 7. General Conditions
- 8. Technical Specifications
- 9. Referenced Standard Specifications (ASCE, ASTM, AWWA, ODOT, etc.)
- 10. Drawings

Within the Contract Drawings the order of precedence is as follows:

- 1. Figures govern over scaled dimensions
- 2. Detailed drawings govern over general drawings
- 3. Addenda / Change Order drawings govern over any other drawings
- 4. Contract Drawings govern over standard drawings and shop drawings
- CCWRD Standard Drawings govern over approved shop or setting drawings

## 53. NOTICE AND SERVICE THEREOF:

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

## 54. REQUIRED PROVISIONS DEEMED INSERTED:

Each and every provisions of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **55. PROTECTION OF LIVES AND HEALTH:**

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

In addition, the Contractor shall comply with all requirements of Occupational Safety and Health Agency (OSHA), all applicable safety regulations of the United States Environmental Protection Agency (USEPA), and the State of Ohio.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods; and for any damage which may result from their failure or their improper construction, maintenance, or operation.

## 11. EXISTING UTILITIES AND STRUCTURES:

The existence, location, and condition of utilities and structures, both above and below ground and within and out of the publicly designated right-of-way, shall be investigated and verified in the field by the Contractor before starting work. Excavation in the vicinity of such utilities and structures, both within and out of the publicly designated right-of-way, shall be done carefully and by hand if necessary. The Contractor shall protect all such utilities and structures, both marked and unmarked and within and out of the publicly designated right-of-way and be held responsible for damage to same. It shall be the responsibility of the Contractor to isolate, brace, support, sheet, etc. and protect the existing utilities from moving either horizontally or vertically. If such movement does occur due to the Contractor's operations, he shall repair the utility to the satisfaction of the utility owner at the Contractor's expense.

The Contractor shall give written notice to all owners of adjacent utilities, fixtures, and/or property, of his impending operations, but in no way shall such notice relieve the Contractor of his liability for damages to said utilities, fixtures, and/or property.

The Contractor shall contact the appropriate utility company at least 48 hours in advance of excavation on the vicinity of said utility. Field location shall be made by the utility or its authorized agency before any work is performed by the Contractor.

If at any time during work under this contract, an existing utility is damaged in any way, the Contractor shall immediately contact the appropriate governing entity and the Owner's Representative.

The Contractor shall take the proper steps necessary to insure the health, welfare, and safety of the public.

## **12. WAGE RATES:**

See schedule attached to, or immediately following Page A-29.

The Contractor shall submit to the Owner's Representative, prior to submittal of the first estimate for partial payment, the applicable pages of the aforementioned wage rate schedule highlighting those classifications the Contractor intends to use on the project for the convenience of the Owner's Representative.

(a) If the project is financed wholly or in part by U.S. Government funds, there shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the project, not less than the hourly wage rate established by the U.S. Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

- (b) Any wage determination required by State law are listed immediately following Page A-29; and in the case of any difference between them and the determinations of the U.S. Secretary of Labor as to the minimum rates fixed for any trade or occupation, the higher rate shall be the applicable minimum for such trade or occupation.
- (c) If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the wage determination, such person shall be paid at not less than such rate as shall be determined by the officials mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Owner of his intention to employ person(s) in trades or occupations not classified in sufficient time for the owner to obtain approved rates for such trades or occupation.
- (d) The specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.
- (e) Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this contract shall be decided by the Owner's governing body or other duly designated official.

## **58.** APPRENTICES:

Apprentices shall be permitted to work only under a bonafide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor; or, if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, U.S. Department of Labor.

## 59. WORK PERIOD OTHER THAN NORMAL WORK WEEK:

Any work to be performed at any time, other than during the normal work week, which requires the presence of an inspector, shall not be performed without the knowledge and consent of the Owner's Representative, except in the case of emergency. In such instances, the Owner's Representative shall be informed of such work as soon as is reasonably possible. A normal work week is defined as Monday through Friday and exclusive of Government Holidays.

## **60. OVERTIME COMPENSATION:**

This contract is subject to the applicable provisions of the Contract Work Hours Standards Act, Public Law 87-581, 87th Congress.

## (a) Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1/12) times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as the case may be.

## (b) Violations; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a work week without payment of the overtime wages required by the clause (a).

## (c) Withholding for Unpaid Wages and Liquidated Damages:

The Owner may withhold, or cause to be withheld, from any moneys payable on account for work performed by the Contractor or subcontractor, the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in clause (b).

## (d) Insertion of Clauses in Subcontracts:

The Contractor agrees to insert the foregoing clauses (a), (b), and (c) this clause (d), and the following three paragraphs in all subcontracts.

## **Employees Covered:**

Except as otherwise expressly provided in the Act, the provisions of the Act shall apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor in the performance of any part of the work contemplated by any such contract, and for purposes of this act, laborers and mechanics shall include workmen performing services in connection with dredging or rock excavation in any river or harbor of the United States or of any territory or of the District of Columbia, but shall not include any employee as a seaman.

## Regulations:

The Regulation issued by the U.S. Department of Labor with respect to the Act shall apply to this contract.

## Penalty:

Any contractor or subcontractor whose duty it shall be to employ, direct, or control any laborer or mechanic employed in the performance of any work contemplated by this contract who shall intentionally violate any provision of this Act, shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof.

## <u>61. POSTING MINIMUM WAGE RATES:</u>

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

## **62. PAYMENT OF EMPLOYEES:**

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) in cash and not less often than once each week less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Anti-Kickback Statute". Provided, that when circumstances render payment in cash infeasible or impracticable, payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker.

## 63. "ANTI-KICKBACK STATUTE" AND REGULATIONS:

The Contractor and each of his subcontractors shall comply with the statutes, and with regulations issued pursuant thereto, of the State of Ohio and any other participating governmental body.

## 64. WAGE UNDERPAYMENT AND ADJUSTMENTS:

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, and amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this contract.

## 65. CONTRACTOR'S AND SUBCONTRACTOR'S PAYROLL:

The Contractor and each of his subcontractors shall prepare his payrolls and maintain adequate records to provide proof, if required, of compliance with applicable laws.

## 66. NO DISCRIMINATION IN EMPLOYMENT:

Contractor certifies and affirms it is an equal opportunity employer and shall remain in compliance with all state and federal civil rights and nondiscrimination laws, rules, regulations, and orders, including but not limited to those found under Ohio Revised Code Chapters 4112 and 153, during the term of this Agreement.

Contractor further agrees to insert the foregoing provision in all subcontracts for standard commercial supplies or raw materials.

## <u>67.</u> <u>OTHER PROHIBITED INTERESTS:</u>

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner of exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

## **68.** EMPLOYMENT OF LOCAL LABOR:

The Contractor and each of his subcontractors shall, insofar as practicable, give preference in the hiring of workers for the project, to qualified local labor.

## 69. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

Contractor shall comply with all measures for erosion and sediment control in accordance with the current "Clermont County Water Management and Sediment Control Regulations" and in accordance with the Plans and Work and Material Specifications and of these contract documents and all applicable regulations of the State of Ohio Environmental Protection Agency, the Clermont County Building Inspections Department, the Office of the Clermont County Engineer, and any other governmental agency. The Contractor shall maintain all erosion and sediment control measures throughout the execution of this contract and to the satisfaction of the Owner's Representative.

## 70. EMPLOYEES:

The Contractor shall employ only competent and skillful workmen to do the work. Incompetent, careless or disorderly workmen or foreman will not be permitted on the work and any such workmen or foremen will be discharged immediately by the Contractor upon the complaint of the Clermont County Park District and shall not be re-employed on the contract without the Clermont County Park District's consent.

## 71. CONSTRUCTION STILL PHOTOGRAPHY:

Prior to mobilization of any equipment or commencement of construction, the Contractor shall prepare preconstruction still photography which documents the condition of the project area. The Contractor shall also provide photographs of progress on a regular basis including, but not limited to, completed work, exposed work prior to cover, underground utilities, building utilities and framing.

## 72. PROTECTION OF SURVEYING MONUMENTATION:

The Contractor shall protect any and all property corner monumentation, both those shown on the Plans, and other monumentation encountered during construction. If the Contractor determines that certain monumentation will be disturbed, he shall hire the services of a Registered Surveyor, licensed to practice in the State of Ohio, to perform the necessary work to be able to reconstruct the location of the monumentation at the present location. All work described above shall not be a separate pay item but shall be paid for incidental to all project items.

## Division 01 — General Requirements

## 01 11 00 — Special Provisions

For bid item specification not provided in the plans or herein refer to the Construction and Material Specifications (CMS) published by the Ohio Department of Transportation (ODOT), State of Ohio, 2023 Edition. Reference to "Director", etc. in these references shall mean "Engineer". Reference to "Department", etc. in these references shall mean "Clermont County Park District". Reference ODOT CMS for materials, methods, measurements, acceptances, payments and general contract provisions for this project. A copy of the ODOT CMS shall be on the job site at all times during the work.

Refer to ODOT Supplemental Specification 800 —Revisions to the 2023 Construction & Materials Specifications, Dated October 20, 2023 for revisions to the CMS.

For Item 832 — Erosion Control refer to ODOT Supplemental Specification 832 - Temporary Sediment and Erosion Control, Dated July 21, 2023 for materials, methods, measurements, acceptances, payments.

### ODOT'S 2023 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein

Furthermore, nothing in this document is intended to alter the Clermont County Park District's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

Excluded 2023 Specifications			
Section 102			
Section 103			
Section104			
Section105			
Section 106			
Section107			
Section108			
Section109			

## AS PER PLAN DESIGNATION PN 033 - 4/18/2008

For the last several years the "As Per Plan" designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The "As Per Plan" designation has proven to be a very useful tool for the Contractors. However, its use was <u>never</u> intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

## **ALTERNATE BIDS PN 137 – 1/18/2019**

## Description:

Alternate Bid items for two or more competing designs, specifications, or materials are included within the Bid Documents. The Alternate Bid items are identified as such under the same heading within the General Summary. Bid on all items within each competing Alternate Bid item set.

## Consideration of Proposals:

When Alternate Bids are specified, after proposals are opened and read, the Department will establish the apparent low bidder based on the overall Bid which includes only the lowest priced alternate within each competing Alternate Bid item set. While the Department will use the lowest priced alternate within each competing Alternate Bid item set to determine the low bidder, the Department may select one of the other alternates within each competing Alternate Bid item set for the contract to be awarded.

The following items are part of the base bid, but would be replaced by the Alternate Bid Items if the Alternate Bid is exercised:

## **BASE BID:**

ITEM 530E10700 – SPECIAL – TIMBER DECKING, 2"x6" ROUGH SAWN WHITE OAK, NO. 2 ITEM 530E10700 – SPECIAL – TIMBER EDGE BOARD, 1"x6" ROUGH SAWN WHITE OAK, NO. 2

## **ALTERNATE 1** BID:

ITEM 530E01300 – SPECIAL – FRP DECKING, STRUCTURAL REINFORCED PLASTIC LUMBER, 2"x6" ITEM 530E01300 – SPECIAL – FRP EDGE BOARD, STRUCTURAL REINFORCED PLASTIC LUMBER, 1"x6"

END OF DOCUMENT

C-2

#### **ITEM 530**

## **STRUCTURES - MISCELLANEOUS**

#### PART 1 - DESCRIPTION

A. This work consists of furnishing, fabricating, and installing rough carpentry and connectors, expanded mesh webbing, and other miscellaneous components as indicated in the plans.

## PART 2 - GENERAL

A. Refer to the plan notes for detailed requirements and material properties.

## PART 3 - MATERIALS

- A. Structural Lumber. Specific grade shall be supplied as indicated or specified. Use for decking, beams, columns, and all other members indicated to be stress rated. Design of members and fastenings shall conform to AITC TCM.
- B. Fiberglass Reinforced Polymer/Plastic Lumber. Use for alternative decking members. Design in accordance with ASTM D6109 for flexural strength, D6108 for compression strength, and D2344 for shear strength to meet minimum stresses as indicated or specified.
- C. Adhesives. Comply with applicable regulations regarding toxic and hazardous materials and as specified. Bond glued-laminated members with a waterproof adhesive conforming to the test requirements of ASTM D2559 for waterproof glue, shear strength and durability.
- D. Rough Hardware. Unless otherwise indicated or specified, rough hardware shall be of the type and size necessary for the project requirements. Sizes, types, and spacing of fastenings of manufactured building materials shall be as recommended by the product manufacturer unless otherwise indicated or specified. Rough hardware exposed to the weather or embedded in or in contact with preservative treated wood, exterior masonry, or concrete walls or slabs shall be hot-dip zinc-coated in accordance with ASTM A153/A153M. Fastenings for fire-retardant treated lumber and woodwork exposed to the weather shall be hot-dipped galvanized fasteners as recommended by the treated wood manufacturer.
- E. Lag Screws, Lag Bolts, and Wood Screws. Furnish according to ASME B18.2.1.
- F. Provide reinforcing steel conforming to ASTM A615 or A996 Grade 60.
- G. Provide structural steel plates and flat bars as indicated for assembly and connection of members conforming to ASTM A709/A709M, Grade 50W.
- H. Provide structural steel shapes as indicated conforming to ASTM A857, Grade 50W.
- I. Provide hot-rolled steel sheet complying with ASTM A709/A709M, Grade 50W or AISI A304/316, Grade 50.
- J. Provide stainless steel bars and shapes complying with AISI 304/316, Grade 50.

- K. Provide stainless steel plate, flat bars, and sheets complying with ASTM A666 Type 316.
- L. Fasteners.
  - 1. Provide U-bolts, nuts, and lock washers conforming to ASTM A653/AISI 304/316 and ASTM F593 fasteners.
  - 2. Provide steel bolts, anchors, nuts, lock nuts, and washers conforming to ASTM A325 or ASTM A490 bolts with ASTM A563 nuts and ASTM F436 washer, galvanized. Nuts for ASTM A490 bolts shall be heat treated grade DH and lubricated with lubricant containing visible dye.
  - 3. For stainless steel fasteners including stainless steel bolts, anchors, nuts, lock nuts, and washers, provide ASTM A193 B8 or B8M/AISI 304/316 Class 1 bolts with ASTM A194 grade 8 or 8M nuts and ASTM F593 Group 2 washers.
  - 4. Provide stainless steel U-bolts conforming to AISI 304/316 Grade 45.
  - 5. Provide plain washers conforming to ASME B18.21.1 ASME B18.22M.
- M. Clean oil, dirt, rust, and foreign matter from all metal surfaces. For exterior locations, provide hot-dipped galvanized hardware in accordance with ASTM A153/A153M, with coating weight as required for Class A, B, C, or D material as described therein.

## PART 4 - SHOP DRAWINGS AND SUBMITTALS

- A. Submit the following in accordance with contract general provisions:
  - 1. Shop Drawings
    - a. Fabricated structural members; G
    - b. Nailers and Nailing Strips; G
  - 2. Product Data
    - a. Fire-retardant treatment
    - b. Engineered wood products
    - c. Adhesives
  - 3. Certificates, including timber certifications
  - 4. Operation and Maintenance Program
    - a. Take-back program. Include contact information, summary of procedures, and the limitations and conditions applicable to the project. Indicate manufacturer's commitment to reclaim materials for recycling and/or reuse.

## **PART 5 - DELIVERY AND STORAGE**

A. Deliver materials to the site in an undamaged condition. Store, protect, handle, and install prefabricated structural elements in accordance with manufacturer's instructions and as specified. Store materials off the ground to provide proper ventilation, with drainage to avoid standing water, and protection against ground moisture and dampness. Store materials with a moisture barrier at both the ground level and as a cover forming a well ventilated enclosure. Store wood I-beams and glue-laminated beams and joists on edge. Adhere to requirements for stacking, lifting, bracing, cutting, notching, and special fastening requirements. Laminated timber shall be handled and stored in accordance with AITC 111 or APA EWS R540. Remove defective and damaged materials and provide new materials. Store separated reusable wood waste convenient to cutting station and area of work.

## PART 6 - GRADING AND MARKING

- A. Lumber: Mark each piece of framing and board lumber or each bundle of small pieces of lumber with the grade mark of a recognized association or independent inspection agency. Such association or agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used. Surfaces that are to be exposed to view shall not bear grademarks, stamps, or any type of identifying mark. Hammer marking will be permitted on timbers when all surfaces will be exposed to view..
- B. Fiberglass Reinforced Polymer/Plastic Lumber. Mark each member with the mark of a recognized association or independent inspection agency. Surfaces that are to be exposed to view shall not bear grademarks, stamps, or any type of identifying mark.
- C. Fire-Retardant Treated Lumber: Mark each piece in accordance with AWPA M6, except pieces that are to be natural or transparent finished. In addition, exterior fire-retardant lumber shall be distinguished by a permanent penetrating blue stain. Labels of a nationally recognized independent testing agency will be accepted as evidence of conformance to the fire-retardant requirements of AWPA M6.

## PART 7 - SIZES AND SURFACING

A. Lumber shall be rough sawn, undressed, and planed where indicated in the plans.

## **PART 8 - MOISTURE CONTENT**

- A. Air-dry or kiln-dry lumber. Kiln-dry treated lumber after treatment. Maximum moisture content of wood products shall be as follows at the time of delivery to the job site:
  - 1. Framing lumber and board, 19 percent maximum
  - 2. Timbers 5 inches and thicker, 25 percent maximum
  - 3. Materials other than lumber; moisture content shall be in accordance with standard under which the product is produced.

## **PART 9 - PRESERVATIVE TREATMENT**

Treat timber as indicated in plans.

- A. 0.25 pcf intended for above ground use.
- B. 0.40 pcf intended for ground contact and fresh water use. 0.60 pcf intended for Ammoniacal Copper Quaternary Compound (ACQ)-treated foundations. 0.80 to 1.00 pcf intended for ACQ-treated pilings. All wood shall be air or kiln dried after treatment. Specific treatments shall be verified by the report of an approved independent inspection agency, or the AWPA Quality Mark on each piece. Brush coat areas that are cut or drilled after treatment with either the same preservative used in the treatment or with a 2 percent copper naphthenate solution. Plastic lumber shall not be preservative treated. The following items shall be preservative treated:
  - 1. Wood members that are in contact with water.
  - 2. Exterior wood steps, platforms, and railings;

## PART 10 - TIMBER QUALITY ASSURANCE

- A. For fabricated structural members, indicate materials, details of construction, methods of fastening, and erection details. Include reference to design criteria used and manufacturers design calculations. Submit drawings for all proposed modifications of structural members. Do not proceed with modifications until the submittal has been approved.
- B. Submit calculations and drawings for all proposed modifications of structural members. Do not proceed with modifications until the submittal has been approved.
- C. Submit certificates attesting that products meet the grade requirements specified in lieu of grade markings where appearance is important and grade marks will deface material.
- D. Plastic lumber intended for use in exterior applications shall have no fading or discoloration and no change in dimensional stability as tested in accordance with ASTM D1435 for a period of 5 years.

## PART 11 - EXPANDED MESH WEBBING

A. Furnish material as indicated in detailed plan notes. Install all material per manufacturer's recommendations. The pay item shall be inclusive of all connections and connecting elements including the bottom rail, connectors, mesh, perimeter strand, mesh to perimeter strand connectors, and perimeter strand to suspender wire connectors.

## PART 12 - WIRE ROPE AND STRAND

A. Conform to the detailed plan notes for material and installation requirements.

## **PART 13 - EXECUTION**

A. Timber Installation. Conform to AWC WFCM unless otherwise indicated or specified. Select lumber sizes to minimize waste. Fit framing lumber and other rough carpentry, set accurately to the required lines and levels, and secure in place in a rigid manner. Do not splice framing members between bearing points. Set beams with their crown edge up. Provide as necessary for the proper completion of the work all framing members not indicated or specified. Spiking and nailing not indicated or specified otherwise shall be in

SECTION 530

STRUCTURES - MISCELLANEOUS, Page 4

- accordance with the Nailing Schedule contained in ICC IBC; perform bolting in an approved manner. Spikes, nails, and bolts shall be drawn up tight. Timber connections and fastenings shall conform to AWC NDS.
- B. Brace members before erection. Align members and complete all connections before removal of bracing.
- C. Glue Lamination. Conform spacing and placement of members and installation methods as indicated and approved in accordance with APA EWS T300.Plan and execute erection procedures so that close fit and neat appearance of joints and structure as a whole is not impaired. When hoisting members into place, use padded or non-marring slings. Protect corners with wood blocking. Brace members as they are placed to maintain a safe position until full stability is achieved. Avoid cutting glulam members during erection to greatest extent possible. Except for fastener drilling and other minor cutting, coat cuts with end sealer.

## **PART 14 - WASTE MANAGEMENT**

- A. In accordance with the Waste Management Plan and as specified. Clearly separate damaged wood and other scrap lumber for acceptable alternative uses on site, including bracing, blocking, cripples, ties, and shims.
- B. Separate composite wood from other wood types and recycle or reuse. Coordinate with manufacturer for take-back program and submit manufacturer's policy statement on program. Set aside scrap plastic lumber and return to manufacturer for recycling into new product. When such a service is not available, local recyclers shall be sought after to reclaim the materials.
- C. Separate treated, stained, painted, and contaminated wood and place in designated area for hazardous materials. Dispose of according to local regulations. Do not leave any wood, shavings, sawdust, or other wood waste buried in fill or on the ground, unless for planned future use. Do not burn scrap lumber that has been pressure treated, or lumber that is less than one year old.

### PART 15 - METHOD OF MEASUREMENT

Not used.

END OF SECTION



## DEPARTMENT OF THE ARMY

HUNTINGTON DISTRICT, CORPS OF ENGINEERS 502 EIGHTH STREET HUNTINGTON, WEST VIRGINIA 25701-2070

January 30, 2024

Regulatory Division North Branch LRH-2023-897-ELM-East Fork Little Miami River

## NATIONWIDE PERMIT NO. 42 VERIFICATION

Chris Clingman Clermont County Parks District 2156 US Highway 50 Batavia, Ohio 45103

Dear Chris Clingman:

I refer to the pre-construction notification (PCN) submitted to our office concerning the Wilson Nature Preserve Bridge and Trail Project. The proposed project is located within a section of the East Fork of the Little Miami River within the Wilson Nature Preserve and Sycamore Park in Batavia Township, Clermont County, Ohio (39.0637 latitude, -84.1811 longitude). Waters on site consist of a section of the East Fork Little Miami River, a traditional navigable water of the United States. We have assigned the following file number to your PCN: LRH-2023-897-ELM-East Fork Little Miami River. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328 and 33 CFR 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

In the submitted PCN materials submitted to this office, you have requested DA authorization for the temporary discharge of approximately 416 cubic yards of dredged and/or fill material into approximately 50 linear feet (0.086 acre) of the East Fork of the Little Miami River to accommodate the installation of temporary access fill to facilitate the installation of pedestrian span bridge. The temporary access fill will consist of an aggregate causeway placed across the East Fork Little Miami River where two (2) suspension bridge abutments will be placed. The applicant will also install necessary culverts and/or maintain a section of the channel open to allow for proper flow requirements. All temporary fill material will be removed when the project is complete, and the area would be returned to preconstruction conditions. All work will be conducted in accordance with the drawings provided and as submitted with the PCN materials.

Based on your description of the proposed work, and other information available to us, it has been determined the proposed discharge of dredged and/or fill material into waters of the United States in conjunction with the proposed project meets the criteria for Nationwide Permit (NWP) No. 42 (enclosed) under the January 13, 2021 Federal Register, Reissuance and Modification of NWPs (86 FR 2744) provided you comply with all terms and conditions of the enclosed material and the enclosed special conditions. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities. This letter does not grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. The 2021 NWPs published January 13, 2021 in the Federal Register (86 FR 2744), are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWPs and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Mr. Andrew Wendt of the North Branch at 513-825-4518, by mail at the above address, or by email at <a href="mailto:andrew.j.wendt@usace.army.mil">andrew.j.wendt@usace.army.mil</a>.

Sincerely,

Kyle M. Moore Regulatory Project Manager North Branch

**Enclosures** 

M/ M. More

## SPECIAL CONDITIONS FOR NATIONWIDE PERMIT 42 VERIFICATION WILSON NATURE PRESERVE BRIDGE AND TRAIL PROJECT LRH-2023-897-ELM-EAST FORK LITTLE MIAMI RIVER

## PAGE 1 OF 2

- 1. All work will be conducted in accordance with the drawings provided and as submitted with the PCN materials.
- 2. Enclosed is a copy of Nationwide Permit 42, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities.
- 3. Work activities will be performed during low flow conditions to the greatest extent practicable. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.
- 4. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.
- 5. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.
- 6. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit authorization, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5210 and Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.
- 7. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed threatened species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded

# SPECIAL CONDITIONS FOR NATIONWIDE PERMIT 42 VERIFICATION WILSON NATURE PRESERVE BRIDGE AND TRAIL PROJECT LRH-2023-897-ELM-EAST FORK LITTLE MIAMI RIVER

## PAGE 2 OF 2

habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags  $\geq 3$  inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees  $\geq 3$  inches dbh will only be cut between October 1 - March 31.

8. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.