

**CUYAHOGA COUNTY, OHIO**

**BID SPECIFICATIONS**

FOR

**BROADVIEW ROAD (S.R.-176) SANITARY RELIEF SEWER  
CONNECTION, CITY OF PARMA**

**RQ# ST-28174**

**BIDS DUE ON SEPTEMBER 10, 2013, 2 P.M.**

Proposals must be sealed and addressed to:

**OFFICE OF PROCUREMENT & DIVERSITY**

CUYAHOGA COUNTY  
County Administration Building Annex  
1219 Ontario Street, Room 110  
Cleveland, Ohio 44113

**COUNTY of CUYAHOGA**

Edward FitzGerald, County Executive

**DEPARTMENT OF PUBLIC WORKS**

Bonita G. Teeuwen, P.E., Director

**PREPARED BY:**

Hatch Mott MacDonald &  
The Cuyahoga County Department of Public Works

**November 2012**

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## **I. NOTICE TO BIDDERS**

Notice is hereby given that sealed proposals will be received to the County of Cuyahoga Office of Procurement & Diversity, Room 110, County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113 until 2:00 p.m., local time on September 10, 2013 to furnish the improvements for the Broadview Road (S.R.-176) Sanitary Relief Sewer Connection, City of Parma, County Sewer District No. 1A, for the Department of Public Works/Sanitary Engineering Division per plans and specifications as listed on Requisition **No. 28174**

**ESTIMATE \$ 330,000.00.**

The official closing time shall be determined by the wall clock located in the County of Cuyahoga Office of Procurement & Diversity, Room 110, County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113. (Late bids will be returned unopened.)

**There will be a Pre-Bid Conference on September 4, 2013 @ 10:30 A.M., at the Department of Public Works, Bridge Garage Complex, 2429 Superior Viaduct, 3<sup>rd</sup> Floor, Cleveland, Ohio 44113. IT IS STRONGLY RECOMMENDED THAT INTERESTED BIDDERS ATTEND.**

Specifications and proposal blanks may be obtained at the County of Cuyahoga, Office of Procurement & Diversity, (SAME ADDRESS). Vendors are also encouraged to register with the County on the Internet at <http://www.cuyahogacounty.us/opd> to receive notices of future bid opportunities.

Bidders are encouraged to register with the County's BuySpeed Vendor Registration Program on the Internet at [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) to receive notices of future bid opportunities [Phone (216) 443-7200]. Prospective bidders must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at [www.inspectorgeneral.cuyahogacounty.us](http://www.inspectorgeneral.cuyahogacounty.us).

Prospective bidders must comply with the applicable contract compliance procedures for the County's Small Business Enterprise Program as stipulated by Cuyahoga County.

Each bid shall be accompanied by a Bid Construction Bond for the full amount (100%) of the bid, or a Certified Check, Cashier's Check, or Irrevocable Letter of Credit in the amount of ten (10%) of the total amount of bid. If a Bid Construction Bond is submitted as the bid guaranty, it must be that of an approved Surety Company authorized to transact business in the State of Ohio. The Bond will be held as a guarantee that if the proposal is accepted, the bidder will enter into a Contract for same. If a Certified Check, Cashier's Check, or Irrevocable Letter of Credit is submitted as the bid guaranty, it must be drawn on a Solvent Bank and made payable without condition to the Treasurer of Cuyahoga County, and will be held as a guarantee that if the proposal is accepted, the bidder will furnish a 100% construction bond and will enter into a contract for same.

**"Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid Security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed by the State of Ohio to provide said Surety.**

**"Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than 180 days from the Notice to Proceed.**

**"All contractors and subcontractors involved with this project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project.**



## **I. NOTICE TO BIDDERS**

**Additionally, contractor compliance with the equal opportunity requirements of the Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.**

**"Bidders must comply with the Prevailing Wage rates on Public Improvements in Cuyahoga County and the various municipalities, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239."**

**"Bidders shall submit a Base Bid, plus one or more of the Bid Alternates provided. The Department of Public Works reserves the right to award the Base Bid and any one of the Bid Alternates, as determined to be in the best interests of Cuyahoga County, with the lowest responsive bidder being chosen from such a combination."**

A non-refundable fee of \$25.00 will be required in advance for each set of drawings and specifications CD. The non-refundable fee shall be a Certified Check, Cashier's Check or Money Order drawn on a Solvent bank or Savings and Loan Association, payable to "Treasurer of Cuyahoga County, Ohio". Personal checks or cash will not be accepted.

Payment will only be made upon approval by the County of Cuyahoga and payments will be warrants issued by the Office of the Fiscal Officer upon notification from the Executive.

The bidder also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

The County of Cuyahoga reserves the right to accept or reject any bids or any part or all parts of any bid submitted, and waive all technicalities.

**BY ORDER THE COUNTY EXECUTIVE OF CUYAHOGA COUNTY**

**EDWARD FITZGERALD**

Lenora M. Lockett, Director, Office of Procurement & Diversity  
Publish in the Plain Dealer on August 19, 2013.

This notice may also be viewed at the following Cuyahoga County Internet Web Site:  
[www.cuyahogacounty.us/opd](http://www.cuyahogacounty.us/opd) by clicking on the current legal notices section. A list of open bids will appear on the next screen. Click on the bid due date to view the legal notice.

**CUYAHOGA COUNTY, OHIO  
DEPARTMENT OF PUBLIC WORKS, SANITARY ENGINEERING**

**BROADVIEW ROAD (S.R.-176) SANITARY RELIEF SEWER CONNECTION**

**II. INSTRUCTION TO BIDDERS**

**GENERAL:** Sealed proposals will be received in the County of Cuyahoga Office of Procurement and Diversity, Room 110, County Administration Building, 1219 Ontario Street, Cleveland, Ohio 44113, until 2:00 P.M., Local Standard Time on the day set in the Legal Notice at which hour the bids will be publicly opened and read.

A bidder is charged with full responsibility for the delivery of his proposal. Should a Proposal be transmitted by mail, it shall contain an inner sealed envelope endorsed only with the title of the Contract. Bids received after the time fixed in the Legal Notice will not be read and will be returned to the bidder.

**LOCATION OF WORK:** The construction work is situated in the City of Parma, Broadview Road, County Sewer District 1A.

**CONTACTS:** Call Juliann Conway, Contract Coordinator, (216) 348-3838 (direct line), during the bidding process and administering the contract.

**CONDITIONS OF WORK:** The bidder's is advised that the work will be performed in the City of Parma on Broadview Road and in a Sewer Easement. The submission of a proposal will be deemed an acknowledgment that the bidder is aware of the conditions and difficulties that may be encountered and that they are fully and completely recognized and understood.

**APPROXIMATE QUANTITIES:** Proposals will be compared on the estimated quantities of materials and work, as stated in the Proposal forms. It is understood that the estimates are prepared for the purpose of comparison of bids and that the estimated quantities are not guaranteed. The County reserves the right to increase or decrease the same or to omit any one or more items as may be deemed desirable and also to stop, delay or terminate the project at any time. Any departure from stated quantities in the performance of the Contract will not affect the contract prices and will not be valid ground for any claim for damages for loss of anticipated profit.

**PRICES BID:** Prices, stated in figures in the spaces provided in the Proposal Form, must be submitted for each item. Prices must be stated separately for material, and for labor, and for the sum of the material and labor, and for the total amount bid for each item.

The bidder shall enter for each item the material cost and the labor cost for installing materials required in the columns marked "Labor" and "Material". The sum of the material cost and the labor cost shall be entered in the column marked "Labor" and "Material". For items designated as lump sum, the sum of the labor and material, which is entered in the column "Labor" and "Material", shall be entered in the column marked "Total Amount Bid". For the unit price items, the sum of the labor per unit and the material per unit entered in the "Labor" and "Material" column shall be multiplied by the figure in the quantity column to derive at the figure to be entered in the column headed "Total Amount Bid". If the total price bid for an item fails to equal the sum of the prices, bid separately for material and for labor, the prices shown in columns "Labor" and "Material" shall be taken as correct and the other columns shall be adjusted accordingly. The bid prices shall include the cost and expense of all contingent accessories, and incidental work and all materials required to complete the performance of this Contract. The Bidder is advised that the County will look with disfavor upon a

proposal in which the prices appear to the County to be unbalanced. The County reserves the right to reject any bid which, in its opinion, appears unbalanced.

**PATENTS:** The Contractor shall pay all royalties and license fees and shall hold and save the County and its officers and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of any patent or un-patented invention, process, article, or appliances manufactured or used in the performance of the Contract, including its use by Cuyahoga County unless otherwise specifically stipulated in the contract documents. In this respect the Contractor shall defend all suits or claims for infringements of any patent or license rights at his cost.

**LIQUIDATED DAMAGES:** It is agreed by the Contractor that expenses and inconveniences and other damages will be sustained by the County in the event the Contractor fails to perform the work herein specified with the time set forth, such as inconvenience to the public, additional engineering expenses, interest charges, wages and salaries for clerks, inspectors and engineers, delay caused to other work by failure of performance of this Contract and other elements some of which are indefinite and insusceptible of proof. The sum per day specified below for each day's delay shall be considered as liquidated damages and not as a penalty.

- (a) In the event the Contractor fails to complete the work within the time set forth in the proposal, the County shall deduct Five Hundred Dollars (\$500) per day, for each and every day by which the time of completion of the work is delayed beyond the time stipulated in the proposal. The County may refrain from enforcing the liquidated damages clause and grant extensions of time for valid reasons as described in the paragraph entitled: Time and Delay for Causes beyond Control.
- (b) The completion of the work as herein specified is defined as that stage when all of the rehabilitation work has been completed and accepted by the County Sanitary Engineer.

**TIME OF AWARD:** Proposals for the performance of the work under this Contract may be held by the County for a period of sixty (60) days after receipt by the County and shall continue in full force and effect during this period and shall not be subject to withdrawal. If after sixty (60) days no Contract has been awarded, all proposals may be withdrawn or nullified by the Bidders.

The successful bidder shall execute a written contract with approved sureties, within twenty (20) days from the date of notification by the County.

**COMMENCEMENT OF CONTRACT PERFORMANCE:** In order to protect the interests of Cuyahoga County, a contract must be executed by the County Executive before the services, supplies, equipment, or construction as set forth in this bid specification can be provided. The contract will not be processed and executed by the County Executive until the documents required in this bid specification are received by the County from the successful bidder.

**TIME FOR STARTING AND COMPLETING WORK:** The work contemplated in the Contract shall start within the dates to be specified in a written "Notice to Proceed" by the County to the Contractor. Such "Notice to Proceed" will be written upon completed execution of the Contract by both parties.

The number of calendar days required for completion of the work of the contract as stated in the proposal will start on the date specified in the "Notice to Proceed".

### **TIME AND DELAY FOR CAUSES BEYOND CONTROL:**

- (a) If the Contractor is delayed in the completion of the work by any act or neglect of the County or by any other Contractor employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the Contractor's control, or by limitations or restriction of any Governmental agency having jurisdiction or by delay authorized by the County or by any cause which the County may decide to justify the delay, then, for all such delays and suspensions, the Contractor will be generally allowed one (1) day extra to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained by the County, and a similar allowance of extra time for such other delays as the County may find justified or delays caused by the County.
- (b) All requests for extensions of time shall be submitted by the Contractor to the County in writing stating reasons for a time extension and same shall be submitted within ten (10) days after the beginning of such delay, otherwise the County will not consider that an extension of time is required. In case of a continuing cause of delay, only one request is necessary.
- (c) No claim for damages or any claim other than for an extension of time shall be made or asserted against the County, by reason of any of the delays herein mentioned.

**ABILITY OF BIDDER:** The bidder shall furnish with his proposal evidence that is satisfactory to the County covering his experience with work of the character specified, of his financial ability to successfully and properly perform the work to its completion within the time specified in the Proposal, and evidence of availability of machinery, tools, equipment and other items necessary to perform the work in accordance with the Specifications in a regular orderly manner.

**FORM OF BID:** Bids shall be made upon the blank forms attached; shall give the price of each and every item of work bid on in figures and shall contain the full name of every person, firm or corporation interested in the bid, and the name and address of the person, firm, or the president and secretary of the corporation bidding. If the bid is by a corporation, it shall state the name of the state in which it is incorporated.

**Bidders must submit a formal bid, obtain the bid documents from the Office of Procurement and Diversity, and pay any applicable fees to cover the cost of the plans and specifications. Obtaining documents from any other source (e.g. from the Internet or from various construction news services) does not make the bidder a plan holder of record. Bids received from vendors other than plan holders of record for a particular project will be deemed non-responsive.**

**SIGNATURE OF BIDDER:** The firm, corporate, or individual name of the bidder must be signed by the bidder in the spaces provided for signatures on the bid forms. In the case of a corporation, the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "Member of the Firm". In case of an individual, the term "doing business as \_\_\_\_\_" or "Sole Owner" shall be used.

**The bidder's attention is directed to the Electronic Signatures paragraph at the top of Page C-4, and shall agree to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.**

### **BIDDER'S AFFIDAVITS:**

- (a) Each bidder shall submit with his bid an affidavit stating that neither he nor his agents nor any other party for him has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit shall be on a form provided by the County and which is attached hereto.
- (b) Each bidder, who is a foreign corporation, namely, a corporation not chartered in the State of Ohio but licensed to do business in the State, is required to submit with his bid an affidavit duly executed by the President, Vice President, or General Manager of the Corporation stating in said affidavit that said foreign corporation has in accordance with the provisions of the General Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (These certificates or certified copies of them are obtainable from the office of the Secretary of State, Columbus, Ohio.)

**BID GUARANTEE:** Each Bid must be accompanied by a Bid Bond for the full amount of the bid or a certified check, cashier's check, or irrevocable letter of credit in the amount of ten percent (10%) of the total amount bid. If a certified check, cashier's check or irrevocable letter of credit is submitted as the bid guaranty, it must be drawn on a solvent bank and made payable without condition to the Treasurer of Cuyahoga County, Ohio. If a Bid Bond is submitted as the bid guaranty, it must be that of an approved surety company authorized to transact business in the State of Ohio. The Bond shall be purchased through an approved surety company with a local agent upon whom service or process can be made.

The Bid Bond, certified check, cashier's check or irrevocable letter of credit shall be held as a guarantee that in the event the Bid is accepted and a contract awarded to the bidder, that the bidder will within twenty (20) working days after the contract documents have been presented to said successful bidder for execution, duly execute the contract and properly secure its performance by the required guaranty, shall furnish required certificates of insurance and such other documents, schedules, or certificates as may be required by the Specifications, or in default thereof, said bid guaranty shall be retained by the County of Cuyahoga in the manner provided by law.

If the successful Bidder or Bidders submits a Bid Bond pursuant to Section 153.571 of the Ohio Revised Code as the bid guarantee, said Bid Bond will also satisfy the Performance Bond requirement.

If the successful Bidder or Bidders submit a certified check, cashier's check or irrevocable letter or credit as the bid guaranty, the bidder will be required to furnish a Performance Bond in a sum not less than one hundred percent (100%) of the total contract as awarded, and a Labor and Material Bond in a sum not less than one hundred percent (100%) of the total contract as awarded. Each Bond shall be an obligation of an approved surety company authorized to do business in the State of Ohio.

The check or bid bond of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of this contract, or if he fails to do so, said check will be further retained until the second lowest and best bidder will have signed and properly secured the Contract; and in default thereof the check or bid bond of the lowest and best bidder will be forfeited to the County as liquidated damages.

**WITHDRAWAL OF BIDS:** No bid will be allowed to be withdrawn after it has been deposited with the Office of Procurement and Diversity, except as specified under TIME OF AWARD.

**UNACCEPTABLE BIDS:** No bid will be accepted from, or Contract awarded to, any person, firm, or corporation that is in arrears or is in default to Cuyahoga County upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to the County or has failed to perform faithfully any previous contract with the County. Bids in excess of 10% of the estimate of cost will not be accepted.

**REJECTION OR ACCEPTANCE OF BIDS:** The County reserves the right to accept or reject any or all bids, and any part or parts of any bid. In the awarding of a contract the County reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, erasures, is not on forms herein included and bound, or contains irregularities of any kind, may be considered irregular and subject to rejection.

In case of any discrepancy between the figures written in the columns "Labor" and "Material" and the figures in the column "Labor and Material", the separate figures listed in the columns "Labor" and "Material" will be considered as correct and used in the determination of the low bid. The figures written in the column "Total Amount Bid" will be considered an unofficial extension of quantities and prices.

**AWARD AND EXECUTION OF CONTRACT:** Notice of the award of the Contract to the successful responsible bidder, will be made in writing. Such notice will be forwarded to the Contractor at the address furnished in the proposal.

A Bidder who submits a proposal and to whom a contract is awarded and who is a corporate body shall furnish, at the time of submitting the proposal, a resolution of the directors of the corporation affixed with the corporate seal and authorizing the officer signing to submit the proposal and to execute the Contract upon behalf of the corporation. A copy of this evidence of power to sign shall be attached to each copy of the proposal and Contract.

**PERFORMANCE OR CONTRACT BOND:** The bidder to whom the Contract is awarded will be required to furnish a bond in the amount equal to the total amount of his proposal in the form so marked and bound herein for Performance Bond. The Performance Bond shall be executed by a surety or guaranty of trust company authorized to do business in the State of Ohio and with local representation and the execution shall satisfy the County Law Department. In the event of failure of the surety or if at any time such is declared unsatisfactory by the County, the Contractor shall immediately furnish a new bond as required herein. Agents of bonding companies shall furnish power of attorney, bearing seal of the company, evidencing such agent's authority to execute the particular type of bond furnished. A copy of this proof shall be attached to each copy of the Contract. The performance bond shall be continued in force and effect until all provisions of the Contract have been fulfilled.

**MAINTENANCE BOND:** The Bidder to whom a Contract is awarded will be required to furnish a bond in the amount equal to One Hundred Percent (100%) of the Contract Price and Bond will be in the form so marked and bound herein for Maintenance Bond.

The maintenance bond shall be executed by a surety or guaranty of trust company authorized to do business in the State of Ohio and with local representation and the execution shall satisfy the County Prosecutor.

The maintenance bond shall guarantee that the workmanship and materials furnished under these Specifications and used in the said improvement are in all respects first class and of such kind and quality, that the improvement will remain in good condition for and during the entire period of maintenance and same shall be free from defects caused by inferior materials or the result of poor workmanship.

The maintenance bond shall be in effect for a period of thirty-six (36) months after the acceptance of the whole work of the contract. The period of maintenance shall begin on the date of notification to the Contractor by the County, in writing that the work done under the Contract is accepted.

If at any time within the period of thirty-six (36) months after the acceptance of the whole work, constructed under this Contract, repairs shall be required, and repairs are due to defects in material or workmanship, or for any other cause which may be attributed to the work which is being done or which has been done, by the Contractor, as determined by the County, the County will notify the Contractor in writing to make such repairs as are required. If the Contractor shall neglect to start on the repair work within five (5) days from the date of the notification, or if the repair work is not made in a manner satisfactory to the County, or if in the opinion of the County, the required repairs do not permit a sufficient delay to issue said notice and await the action of the Contractor, then the County shall have the right to employ such other persons as the County may deem proper to make the same, and to pay the expense thereof out of the money due, or which may thereafter become due to the Contractor or out of the amount retained for that purpose by the County, or if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary monies, they shall be provided by this surety.

**BID BOND, PERFORMANCE BOND AND MAINTENANCE BOND:** The Bidder shall include the cost of his Bid Bond, Performance Bond and Maintenance Bond in the Bid Prices for other items of work. No separate payment shall be made for these items.

### **MECHANICS LIEN LAW**

#### **A. Notice of Commencement**

In accordance with the Ohio Revised Code, Chapter 1311.252 the office of the County Sanitary Engineers shall prepare and file the Notice of Commencement with the Cuyahoga County Fiscal Officer, Recorded Documents Office, indicating all parties who have a direct/indirect interest in this Public Improvement Contract. Further, the said notice shall be posted in a conspicuous location on the job site.

#### **B. Notice of Furnishing**

In accordance with the Ohio Revised Code, Chapter 1311.252 all contractors, subcontractors, vendors, suppliers, etc., who will have or shall have a direct/indirect interest in the Public Improvement Contract shall prepare and file the Notice of Furnishing with the Office of the County Sanitary Engineer in order to Register the said notice with the Cuyahoga County Fiscal Officer, Recorded Documents Office.

**PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE:** The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below for services, work and/or operations performed in connection with this Project.

**1. Mandatory Insurance Requirements**

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

- (a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- (b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- i. Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction.
- ii. Whenever work under this project is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.
- iii. Whenever work under this project is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction.
- iv. The Contractor agrees to carry coverage similar in nature to any of the applicable and requisite coverages itemized in Sections i-iii above, for a period of 2 (two) years after completion of construction.

- (c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of



not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

**2. Additional Insurance Coverage**

Each of the following items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as Mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence  
\$5,000,000 general aggregate  
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Professional Liability Insurance/Errors & Omissions Liability**  
Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;  
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;  
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

### **Insurance Coverage Terms and Conditions:**

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Professional Liability/Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
  - (i) Thirty (30) days prior notice of cancellation or material change;
  - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.
8. The Contractor shall furnish the County with satisfactory proof of coverage of the insurance required, and neither he nor any subcontractor shall commence work until such proofs have been submitted and the insurance approved by the Cuyahoga County Risk Management and OPD.

**ACCIDENTS AND CLAIMS TO BE GUARDED AGAINST:** The Contractor shall at all times exercise reasonable precautions for the safety of the public and of employees on the work, and he shall comply with the Occupational, Safety and Health Administration (O.S.H.A.) and all other applicable provisions of Federal, State, local and municipal safety laws. All machinery and other physical hazards shall be guarded in accordance with safety codes approved by the American Standards Association, Ohio Safety Regulations, and local and municipal regulations as such are applicable.

If at any time, the Contractor fails to exercise proper safety precautions or measures or is lax therein, or if his conduct of the work is in any way hazardous to life or property, the County or Municipality may order the Contractor to institute adequate corrective measures, and the Contractor shall conform to such orders. But failure of the County to issue such orders shall not release the Contractor from his obligation to secure the safety of his work and operations.

The Contractor shall be held responsible for all accidents and shall indemnify and protect the County and the various communities or their representatives from all suits, claims and actions brought against it, and all costs for liability to which the County may be put for any injury or alleged injury to the person or persons or property of another resulting from negligence or carelessness in the performance of the work, or in caring for the same, or from any improper or inferior workmanship or inferior materials used.

The Contractor shall erect and maintain on the work site such strong and suitable barriers, and at night time such warning lights as will effectively prevent any accident to life, limb or property in consequence of said work or in the access areas on the construction site.

**SOCIAL SECURITY ACT:** The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, old age or retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal Officials; and said Contractor also agrees to indemnify and save harmless Cuyahoga County and the various communities from any such contributions or taxes or liability.

**STATE COMPENSATION AND INSURANCE:** The Contractor shall comply with the State Law known as the Worker's Compensation Act, and shall pay into the State Insurance fund the necessary premiums required by the Act to cover all employees on this Contract and under the control of the contractor, and shall relieve the County from any costs due to accidents or other liabilities mentioned in such Act. The Contractor shall furnish at the time of delivery of this Contract, and at such other times as may be required, two (2) copies of an official certificate or receipt showing the payment referred to.

The Contractor shall require similar coverage by subcontractors for all their employees not covered by the Contractor himself. For any employees who cannot be protected under the State statute the Contractor shall provide equivalent and adequate insurance.

**STATE TAXES:** Cuyahoga County and the various communities are exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. All unit prices bid shall be exclusive of all such taxes and will be so construed.

**PERMITS:** The Contractor shall pay any inspection fees required and take out, at his own expense, all permits and licenses required for the starting and prosecution of this work, including Building Permits and other licenses and permits required by the various municipal or other public bodies involved or having jurisdiction. The Contractor shall comply with all laws and ordinances of the various communities. The Contractor shall meet all provisions of the various communities' building codes and of Ohio State Building Codes in the matter of construction and inspection as such are applicable to this Contract.

**UTILITIES:** The Contractor shall obtain water as needed for his operations, and for proper drinking supply for his working force. The Contractor shall make his own arrangements for water at no cost to the County. The Contractor shall also provide sanitary facilities for his employees at his own cost.

Use of unpurified lake or stream water will not be permitted in the mixing of concrete or for drinking or sanitary use. All such water shall be of potable quality.

The Contractor shall make his own arrangements for obtaining and for the use of electric current and power and he shall provide temporary light at his own expense for such periods and under the requirements as may be necessary for the proper protection of the work.

**SPECIFICATIONS TO BE PART OF CONTRACTS:** Specifications, Statements, and the Proposal which accompany the bids and which are accepted therewith, and which do not conflict with the provisions here contained, shall be part of the Contract that is entered into for the purchase of any material or work, or both, herein anticipated by the County.

**INTERPRETATION OF BID SPECIFICATIONS** If upon examination of the Bid Package and the site conditions a bidder discovers any inconsistency, changed conditions or error, or if a bidder requires clarification or interpretation of the Bid Package, then the bidder shall notify the Cuyahoga County Department of Public Works by fax transmittal/e-mail. Fax transmittals/e-mails shall contain the following information:

- The Project Name, County Requisition Number and Bid Due Date
- The bidder's name, phone number, fax number and contact person's name
- The inconsistency, changed condition or error discovered and/or the interpretation or clarification desired
- References to plan sheet numbers or Bid Package page numbers

The fax number at the Cuyahoga County Department of Public Works is 216-698-2353 and the contact person is Juliann Conway. The e-mail address is [jaconway@cuyahogacounty.us](mailto:jaconway@cuyahogacounty.us). No telephone calls will be accepted.

The Cuyahoga County Department of Public Works will consider the nature of the information received and evaluate the potential impacts to the competitive bidding process. If the Cuyahoga County Department of Public Works determines a response that impacts the competitive bidding process is required, then an addendum will be prepared by the Cuyahoga County Department of Public Works for approval and issue by Cuyahoga County. If the Cuyahoga County Department of Public Works determines a response that does not impact the competitive bidding or process is required, then no addendum will be issued and only the bidder submitting the fax transmittal or e-mail will receive a faxed/e-mailed response from the Cuyahoga County Department of Public Works.

If a response to a bidder's fax transmittal/e-mail is not possible within 24 hours, then the Cuyahoga County Department of Public Works will notify the bidder of the anticipated response date by fax/e-mail. Clarifications, interpretations or revisions of the Bid Package made in any other manner shall not be binding, and bidders shall not rely upon such clarifications or interpretations.

**ADDENDA** Addenda will be faxed to each bidder known by the Office of Procurement and Diversity to have purchased the Bid Specifications. If an addendum includes materials that cannot be faxed, then the faxed portion of the addendum will stipulate how such materials will be delivered to the bidder. Paper copies of addenda will be made available for inspection at the Office of Procurement and Diversity of Cuyahoga County.

Addenda issued within seventy-two (72) hours of the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays, will cause the bid due date to be extended by seven (7) days.

Prior to submitting his/her proposal, each bidder shall ascertain that all issued addenda have been received and their receipt shall be acknowledged in the appropriate spaces provided on the Cuyahoga County Department of Public Works Proposal Section, Pg. B-2.

**NON-FEDERAL LABOR STANDARDS AND REQUIREMENTS:** The Contractor at all times shall observe and comply with all State, Municipality and County laws and regulations in any manner affecting the work. He shall indemnify and save harmless the County of Cuyahoga, its officers, agents, servants, consultants and engineers against any claim or liability arising from or based on violation of such law, ordinance or regulation, whether by himself, any subcontractor or the employees of either. The Contractor shall not proceed with or finish any work, even though same is called for in the Detailed Specifications, if it is contrary to any of the laws aforementioned.

In accordance with the requirements of Sections 153.59 and 153.60 of the Revised Code of the State of Ohio, the Contractor hereby agrees:

That in the hiring of employees for the performance of the work under this Contract or any Subcontract hereunder, neither the Contractor or Subcontractor, nor any person acting on behalf of the Contractor or Subcontractor, shall by reason of race, creed, or color discriminate against any citizen of the State of Ohio, in the employment of labor workers, who is qualified and available to perform the work to which the employment relates.

That neither the Contractor, Subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, religion, sex or national origin.

That there shall be deducted from the amount payable to the Contractor by the Cuyahoga County, under this Contract, a penalty of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of terms and conditions of this Contract.

And, that the Contract may be canceled or terminated by Cuyahoga County and all money due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

The Revised Code of the State of Ohio, insofar as it applies to the laws of competitive bidding, contract, and purchases, is made part of the Contract Documents.

**ACCESS TO WORK:** The Contract for work under this Proposal shall provide access to the work for inspection, including the proper facilities therefore, to representatives of Cuyahoga County and other agencies having jurisdiction during the entire period of construction and testing of this project.

#### **SMALL BUSINESS ENTERPRISE (SBE) GOAL**

The County of Cuyahoga has established a program for the participation of Small Business Enterprises (SBE). The goal for this project is listed in the Bidders' Manual. The Bidders' Manual, Cuyahoga County Small Business Enterprise Program is attached to the bidding documents and shall be considered part of the bidding requirements.

#### **CERTIFICATION FOR SMALL BUSINESS ENTERPRISES**

1. Small Business Enterprises (SBE) must be certified by the Cuyahoga County Executive, Office of Procurement & Diversity (OPD), in order to be eligible for meeting the SBE participation goal. A listing of certified small business enterprises can be obtained from the Office of Procurement & Diversity, SBE Division.
2. Interested parties can apply for SBE certification status with the Office of Procurement &

Diversity, County Administration Building, 1219 Ontario Street, Room 110 Cleveland, Ohio 44113, (216) 443-7230.

3. OPD shall review the certification and determine the SBE status. The process of review requires at least fifteen (15) business days for evaluation.

### **SMALL BUSINESS ENTERPRISE FORMS REQUIRED FOR BIDDING**

The Office of Procurement & Diversity reviews the following forms prior to award of any contract by the County Executive to ascertain the bidders' compliance efforts.

1. **SBE-1, Covenant of Non-Discrimination:**  
Form SBE-1 must be completed in its entirety by all bidders. The Prime Bidder must sign this form.
2. **SBE-2, SBE Subcontractor Participation Plan:**  
Form SBE-2 must be completed in its entirety if there is SBE participation. The Prime Bidder and SBE Subcontractor must sign this form. (Use for each subcontractor proposed.)
3. **SBE-3, Good Faith Effort Certification (2 pages):**  
Form SBE-3 must be completed by all bidders who do not meet the specified goal for SBE participation, and, as a result, request a partial or total waiver of the goal. The Prime Bidder must sign this form. (**Note:** This form must also be notarized.)

The bidder shall be required to show evidence of his/her effort toward meeting the goal. Evidence of the bidder's good faith effort shall be considered in determining the lowest and best bid (see Bidders' Manual, Section IV). Failure to demonstrate evidence of good faith may result in a bid being deemed non-responsive.

**Note:** In the event that no small business enterprise participation is contemplated, Form SBE-2, Subcontractor Participation Plan, is not required. However, Form SBE-3, Good Faith Effort Certification is required.

**BID PREPARATION REQUIREMENTS: CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE:** O.R.C. Section 3517.13 I (3) and J (3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in the Revised Code Sections 3517 (I) (1) and (J) (1) are in compliance with the aforementioned provisions. Any questions you may have as to whether or not you are in compliance should be directed to your legal counsel.

**LOCAL PROTEST PROCEDURE:** A protest based upon an alleged violation of the procurement requirement may be filed against the County Executive of Cuyahoga County procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Cuyahoga County. The Executive shall determine the protest, and may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the Cuyahoga County Executive no later than one week after the basis of the protest is known or

should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery within the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

## **Labor Standards Provisions for Federal and Federally Assisted Contracts**

### **Section 5.5 Contract provisions and related matters.**

(a) The Administrator of the U.S. Environmental Protection Agency (EPA) requires the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of the U.S. Environmental Protection Agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant, or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in section 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a) (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period, (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.



(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration (W&H, ESA), U.S. Department of Labor, Washington, DC 20210. The Administrator W&H, ESA, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator W&H, ESA for determination. The Administrator W&H, ESA, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150-0140).

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB control number 1225-0140).

(2) Withholding. The U.S. Environmental Protection Agency (EPA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the U.S. Environmental Protection Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### (3) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and Social Security Number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control 1215-0140 and 1215-0017).

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the U.S. Environmental Protection Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the U.S. Environmental Protection Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form 347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1). U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying or transcription by authorized representatives of the U.S. Environmental Protection Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the U.S. Environmental Protection Agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator W&H, ESA determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of

the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1.3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5.6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Administrator, EPA shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3) and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by section 5.5(a) or section 4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section 5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Administrator EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

### **BID AWARD METHOD**

(Per Ordinance No. O2011-0014, as amended, Section **4.7**):

#### **Standards for Awarding Contracts**

Contracts and purchases which require competitive bidding, and are awarded in accordance with this Ordinance shall be awarded to the lowest and best bidder meeting the specifications that are most advantageous to Cuyahoga County. The County reserves the right to consider all elements entering into the question of determining the lowest and best bid, including the following:

- a) Whether the bidder has the appropriate experience, reputation, and workforce to perform the required work (requires approval from ODOT and FHWA prior to rejection of bids under these conditions);
- b) N/A for federal aid projects;
- c) N/A for federal aid projects;
- d) Whether the bidder has adhered to all conditions and requirements of the bid and specifications;
- e) The quality of the product or service provided by the bidder on previous projects (requires approval from ODOT and FHWA prior to rejection of bids under these conditions);
- f) With respect to a bidder whose bid is substantially below that of the next lowest bidder, supplemental details regarding the bid and/or historical information regarding performance and costs on similar contracts to demonstrate the bidder's ability to complete the contract at the price specified (requires approval from ODOT and FHWA prior to rejection of bids under these conditions);
- g) Whether the bidder is able to comply with the criteria outlined in Section **4.8** of this Ordinance;
- h) N/A for federal aid projects;
- i) Maintenance costs and warranty provisions provided for in the bid;
- j) The delivery or completion date provided for in the bid;
- k) N/A for federal aid projects;
- l) N/A for federal aid projects;
- m) N/A for federal aid projects;
- n) N/A for federal aid projects;
- o) Whether the bidder meets any other requirements determined by the County to be specifically relevant to the proposed contract (requires approval from ODOT and FHWA prior to rejection of bids under these conditions).

(Per Ordinance No. O2011-0014, as amended, Section **4.8**):

#### **Required Certifications by Successful Bidders**

At the time of execution of the contract, the successful bidder shall certify that it:

- a) Shall be in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request);
- b) N/A for federal aid projects;
- c) Is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws;
- d) N/A for federal aid projects;
- e) N/A for federal aid projects;
- f) N/A for federal aid projects;

- g) N/A for federal aid projects;
- h) N/A for federal aid projects;
- i) N/A for federal aid projects;
- j) N/A;
- k) N/A;
- l) Shall provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section **4.12** of this Ordinance;
- m) Shall require all if its subcontractors, at the time of execution of a subcontract, to make all the certifications required in Section **4.8** except for Subsections **g and i**.

In addition, all bidders are required to complete and sign the "Cuyahoga County Bidder Compliance" form (See Section 3, Attachment B).

**STATE OF OHIO RATES OF WAGES:** The attention of the Bidders is directed to the provisions of the Revised Code of the State of Ohio, which requires that the Contractor to whom the award is made and all of his Subcontractors shall pay not less than the prevailing rate of wages for the classes of work called for by this public improvement in the locality where the work is to be performed.

A schedule of minimum rates of wages for Cuyahoga County, as ascertained and determined by the Ohio State Department of Commerce, is set forth herein. These rates were obtained from the Ohio State Department of Commerce and it is believed that they are the latest rates in effect in Cuyahoga County. Cuyahoga County assumes no responsibility in the event of an error in listing the rates. The bidder and/or Contractor shall verify the correctness thereof. The limitations, if any, in these Prevailing Rates of Wages upon the hours per day, per week or per month which employees engaged on the work covered by this contract may be required or permitted to work thereon shall not be exceeded. The Ohio Prevailing Wage Rates are as follows:

## Prevailing Wage Determination Cover Letter

**County:** CUYAHOGA

**Determination Date:** 07/12/2013

**Expiration Date:** 10/12/2013

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

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

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

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

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

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

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

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

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

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

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



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

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

wh1500

**Name of Union: Asbestos Local 207 OH**

**Craft : Asbestos Worker Effective Date : 08/29/2012 Last Posted : 08/29/2012**

[illegible]

**Ratio :**

**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, Sheffield, 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: Asbestos Local 3 Heat & Frost Insulators**

**Craft : Asbestos Worker Effective Date : 08/01/2012 Last Posted : 07/18/2012**

**Special Calculation Note :** There are no special calculations for this classification.

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

ASHTABULA\*, CUYAHOGA, ERIE\*, GEAUGA,  
HURON, LAKE, LORAIN

### Details :

Mechanics &amp; apprentices engaged in the

manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

**Name of Union: Boilermaker Local 744**

**Craft : Boilermaker Effective Date : 07/01/2009 Last Posted : 06/30/2010**

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

5 Journeymen to 1 Apprentice to 1 Helper

ASHTABULA, CARROLL, COSHOCTON,  
CUYAHOGA, GEAUGA, HARRISON, HOLMES,  
LAKE, LORAIN, MAHONING, MEDINA,  
PORTAGE, STARK, SUMMIT, TRUMBULL,

TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

**Name of Union: Bricklayer Local 36 Tile**

**Craft : Bricklayer Effective Date : 06/20/2012 Last Posted : 06/20/2012**

**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 :**

5 Journeymen to 1 Apprentice

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN, MEDINA

**Special Jurisdictional Note :**

**Details :**

**Name of Union: Bricklayer Local 5**

**Craft : Bricklayer Effective Date : 05/01/2012 Last Posted : 04/18/2012**

[illegible]

8th 6 Months	85.00	\$27.36	\$6.35	\$5.23	\$0.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.59	\$53.27
TRAINEES 1st 90 Days	45.00	\$14.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.49	\$21.73
1st Year AFTER 90 Days	45.00	\$14.49	\$6.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.84	\$28.08
2nd Year	50.00	\$16.09	\$6.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.44	\$30.49

**Special Calculation Note :****Ratio :**

5 Journeyman to 1 Apprentice  
 10 Journeyman to 2 Apprentices  
 15 Journeyman to 2 Apprentices  
 20 Journeyman to 4 Apprentices  
 25 Journeyman to 5 Apprentices

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 CUYAHOGA, LORAIN, MEDINA

**Mason Trainee Ratio**

5 - 6 Journeyman to 1 Apprentices permits 1 Mason Trainees

7 - 10 Journeyman to 2 Apprentices permits 2

**Mason Trainees**

For each additional 5 Journeyman to 1 Apprentices, for every 3 additional Apprentices, 1 Mason Trainee may be added

**Special Jurisdictional Note :****Details :**

**Name of Union:** Bricklayer Local 5 Terrazzo Finisher

**Craft : Bricklayer Effective Date : 10/03/2012 Last Posted : 10/03/2012**

**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.

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

2 Journeymen to 1 Apprentice  
4 Journeymen to 2 Apprentices

- 6 Journeymen to 3 Apprentices
- 8 Journeymen to 4 Apprentices
- 10 Journeymen to 5 Apprentices
- 12 Journeymen to 6 Apprentices

**Special Jurisdictional Note :****Details :**

**Tile Finishers:**do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

**Terrazzo Finishers:**Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

**Marble Finishers:**Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

**Name of Union:** Bricklayer Local 5 Tile & Marble Finisher

**Craft : Bricklayer Effective Date : 10/03/2012 Last Posted : 10/03/2012**

[illegible]

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

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

- 6 Journeymen to 3 Apprentice
- 8 Journeymen to 4 Apprentice
- 10 Journeymen to 5 Apprentice
- 12 Journeymen to 6 Apprentice

**Special Jurisdictional Note :****Details :**

**Tile Finishers:**do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work.

**Terrazzo Finishers:**Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety.

**Marble Finishers:**Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

**Name of Union: Carpenter Local 509 NE District Interior Systems**

**Craft : Carpenter Effective Date : 06/17/2010 Last Posted : 06/17/2010**

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

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

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



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

**Special Jurisdictional Note :**

**Details :**

**Name of Union: Carpenter Millwright Local 1871 NE District H**

**Craft : Carpenter Effective Date : 09/26/2012 Last Posted : 09/26/2012**

[illegible]

**Ratio :**

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

4 Journeymen to 1 Apprentice

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

**Special Jurisdictional Note :**

**Details :**

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (4) Journeymen.

**Name of Union: Carpenter NE District Industrial Dock & Door**

**Craft : Carpenter Effective Date : 10/27/2010 Last Posted : 10/27/2010**

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

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

ADAMS, ALLEN, ASHLAND, ASHTABULA,  
ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
COSHOCOTON, 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:** Carpenter NE District Insulation D

**Craft : Carpenter Effective Date : 09/26/2012 Last Posted : 09/26/2012**

[illegible]

**Ratio :**

**Jurisdiction ( \* denotes special**

2 Journeymen to 1 Apprentice

**jurisdictional note ) :**  
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

**Special Jurisdictional Note :**

**Details :**

**Name of Union: Carpenter Pile Driver Local 1871 NE District M**

**Craft : Carpenter Effective Date : 09/26/2012 Last Posted : 09/26/2012**

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

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

ASHLAND, ASHTABULA, CUYAHOGA, ERIE,



GEAUGA, HURON, LAKE, LORAIN, MEDINA,  
PORTAGE, RICHLAND, SUMMIT

**Special Jurisdictional Note :**

**Details :**

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (2) Journeymen.

Employees working with creosoted, chemically treated or toxic materials shall receive \$.50 in addition to regular rate.

**Name of Union:** Carpenter Statewide Office Systems

**Craft : Carpenter Effective Date : 07/28/2010 Last Posted : 07/28/2010**

**Special Calculation Note : Helper H&W after 90 days probationary period**

1 Installer to 1 Trainee or 1 Helper

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

BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
COSHOCOTON, 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 :**

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.

INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer

INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.

Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.

## Prevailing Wage Rate Skilled Crafts

**Name of Union: Carpenter & Floorlayer NE District D**

**Change # : LCN02-2012fbLocNEClevelanddistD**

**Craft : Carpenter Effective Date : 09/26/2012 Last Posted : 09/26/2012**

[illegible][illegible]

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

Extra \$.02 (\$.47) is for Training for Floorlayers and Floorlayers Apprentice.

**Ratio :**

4 Journeymen to 1 Apprentice

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE

**Special Jurisdictional Note :**

**Details :**

**Name of Union: Cement Mason Bricklayer Local 97 Hwy A**

**Craft : Bricklayer Effective Date : 10/10/2012 Last Posted : 10/10/2012**

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

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

**Name of Union: Cement Mason Bricklayer Local 97 Hwy B**

**Craft : Bricklayer Effective Date : 10/10/2012 Last Posted : 10/10/2012**

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

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

ADAMS, ALLEN, ASHLAND, ASHTABULA,  
ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
COSHOCOTON, CRAWFORD, CUYAHOGA,  
DARKE, DEFIANCE, DELAWARE, ERIE,  
FAIRFIELD, FAYETTE, FRANKLIN, FULTON,  
GALLIA, GEAUGA, GREENE, GUERNSEY,  
HAMILTON, HANCOCK, HARDIN,  
HARRISON, HENRY, HIGHLAND, HOCKING.



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

**Special Jurisdictional Note :**

**Details :**

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

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

**Name of Union:** Cement Mason Local 132 Hwy/Hwy District I (A)

**Craft : Cement Mason Effective Date : 10/03/2012 Last Posted : 10/03/2012**

**Special Calculation Note :** Work performed in accordance with detail (B) please see Cement Mason Hwy/Hwy District 1 (B) wage sheet

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

ASHTABULA, CUYAHOGA, FULTON,  
GEAUGA, HANCOCK, HENRY, LAKE, LUCAS,  
PUTNAM, WOOD

### Details :

Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, waste Plant, & Water Treatment Facilities, Construction.

**Name of Union: Cement Mason Local 132 HwyHwy District I (B)**

**Craft : Cement Mason Effective Date : 10/03/2012 Last Posted : 10/03/2012**

**Special Calculation Note :** Work performed in accordance with detail (A) please see Cement Mason Hwy District 1 (A) wage sheet

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

ASHTABULA, CUYAHOGA, FULTON,  
GEAUGA, HANCOCK, HENRY, LAKE, LUCAS,  
PUTNAM, WOOD

### Details :

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

**Name of Union: Cement Mason Local 404**

**Craft : Cement Effective Date : 08/22/2012 Last Posted : 08/22/2012**

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

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN

### Details :

**Name of Union: Electrical Local 38**

**Craft : Electrical Effective Date : 05/30/2012 Last Posted : 05/30/2012**

**Special Calculation Note : OTHER: National Electrical Benefit Fund (NEBF).**

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

CUYAHOGA, GEAUGA\*, LORAIN\*

7 to 9 Journeymen to 6 Apprentice  
and continue as above per job site

**Special Jurisdictional Note :** In Geauga County the following townships are included:  
(Bainbridge, Chester and Russell). In Lorain County the following township is included  
(Columbia).

**Details :**

**Name of Union:** Electrical Local 38 Lightning Rod

**Craft : Electrical Effective Date : 08/08/2012 Last Posted : 08/08/2012**

[illegible]

to 36 months												
Lightning Protection Installer 37 to 48 months	80.00	\$21.27	\$6.05	\$0.64	\$0.00	\$1.51	\$0.64	\$0.00	\$0.00	\$0.00	\$30.11	\$40.75
Lightning Protection Installer 49 to 60 months	90.00	\$23.93	\$6.05	\$0.72	\$0.00	\$1.70	\$0.72	\$0.00	\$0.00	\$0.00	\$33.12	\$45.09

**Special Calculation Note :** Sixty months or more experience requires journeyman rate.

**Ratio :**

3 Journeyman to 1 Apprentice

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

CUYAHOGA, GEAUGA\*, LORAIN\*

**Special Jurisdictional Note :** In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

**Details :**

Scope of work but not limited to: The installation, operation, maintenance, repair and service of equipment and appliances used in a system of lightning protection systems.

Intermediate Journeymen to be trained by the employer to meet all standards in the industry.



**Name of Union:** Electrical Local 38 Lt Commercial Northern

**Craft : Electrical Effective Date : 02/01/2012 Last Posted : 02/01/2012**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$35.48		\$7.50	\$9.80	\$0.42	\$0.00	\$0.00	\$1.06	\$0.00	\$0.00	\$54.26	\$72.00
Construction Electrician 3	\$22.50		\$4.15	\$0.68	\$0.81	\$0.00	\$0.68	\$0.00	\$0.00	\$0.10	\$28.92	\$40.17
Construction Electrician 2	\$17.68		\$4.15	\$0.53	\$0.81	\$0.00	\$0.53	\$0.00	\$0.00	\$0.10	\$23.80	\$32.64
Construction Electrician 1	\$16.07		\$4.15	\$0.48	\$0.81	\$0.00	\$0.48	\$0.00	\$0.00	\$0.10	\$22.09	\$30.13
Construction Wireman 4	\$14.46		\$4.15	\$0.43	\$0.81	\$0.00	\$0.43	\$0.00	\$0.00	\$0.10	\$20.38	\$27.61
Construction Wireman 3	\$12.86		\$4.15	\$0.39	\$0.81	\$0.00	\$0.39	\$0.00	\$0.00	\$0.10	\$18.70	\$25.13
Construction Wireman 2	\$11.25		\$4.15	\$0.34	\$0.81	\$0.00	\$0.34	\$0.00	\$0.00	\$0.10	\$16.99	\$22.61
Construction Wireman 1	\$11.25		\$4.15	\$0.34	\$0.81	\$0.00	\$0.34	\$0.00	\$0.00	\$0.10	\$16.99	\$22.61

9th 6 Months	75.00	\$26.61	\$7.50	\$6.37	\$0.42	\$0.00	\$0.00	\$0.80	\$0.00	\$0.00	\$41.70	\$55.00
10th 6 Months	80.00	\$28.38	\$7.50	\$6.37	\$0.42	\$0.00	\$0.00	\$0.85	\$0.00	\$0.00	\$43.52	\$57.72

**Special Calculation Note :** OTHER: National Electrical Benefit Fund (NEBF).

**Ratio :**

1 to 3 Journeyman to 2 Apprentice  
 4 to 6 Journeymen to 4 Apprentice  
 7 to 9 Journeymen to 6 Apprentice  
 and continue as above per job site

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

CUYAHOGA, GEAUGA\*, LORAIN\*

**Construction Electrician and Construction Wireman Ratio**

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

**Special Jurisdictional Note :** In Geauga County the following townships are included: (Bainbridge, Chester and Russell). In Lorain County the following township is included (Columbia).

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this 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.

**Details :**

**Name of Union:** Electrical Local 38 Voice Data Video

**Craft : Voice Data Video Effective Date : 05/23/2012 Last Posted : 05/23/2012**

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

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

CUYAHOGA, GEAUGA\*, LORAIN\*

**Special Jurisdictional Note :** In Geauga County the following townships are included (Bainbridge, Chester and Russell). In Lorain County the following township is included

(Columbia).

**Details :**

\*Installer Technician - Successful completion of the Installer/Tech Apprenticeship Program or have been certified by an IBEW/NECA Joint apprenticeship Program as a Installer/Technician.

\* Communications Technician - At least (2) years experience as a Installer/Technician and a minimum of 12 hours continuous related education or have been certified by an IBEW/NECA Joint Apprenticeship and Training Program as a Communications/Technician.

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 then 10 ft.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit

All HVAC control work.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 71  
DOT Traffic Signal Highway Lighting Cleveland

Change # : LCN1-2012jcLoc71DOTClev

Craft : Lineman Effective Date : 05/23/2012 Last Posted : 05/23/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$31.55		\$5.00	\$0.95	\$0.32	\$0.00	\$6.31	\$0.00	\$0.00	\$0.00	\$44.13	\$59.91
Technician	\$31.55		\$5.00	\$0.95	\$0.32	\$0.00	\$6.31	\$0.00	\$0.00	\$0.00	\$44.13	\$59.91
Equipment Operator	\$28.39		\$5.00	\$0.85	\$0.28	\$0.00	\$5.68	\$0.00	\$0.00	\$0.00	\$40.20	\$54.40
Groundman to 1 Year	\$18.93		\$5.00	\$0.57	\$0.19	\$0.00	\$3.79	\$0.00	\$0.00	\$0.00	\$28.48	\$37.94
Groundman 1 Year or more	\$22.09		\$5.00	\$0.66	\$0.22	\$0.00	\$4.42	\$0.00	\$0.00	\$0.00	\$32.39	\$43.43
Lineman Apprentice	Percent											
1st 1,000 Hours	60.00	\$18.93	\$5.00	\$0.57	\$0.19	\$0.00	\$3.79	\$0.00	\$0.00	\$0.00	\$28.48	\$37.94
2nd 1,000 Hours	65.00	\$20.51	\$5.00	\$0.62	\$0.21	\$0.00	\$4.10	\$0.00	\$0.00	\$0.00	\$30.44	\$40.69
3rd 1,000 Hours	70.00	\$22.08	\$5.00	\$0.66	\$0.22	\$0.00	\$4.42	\$0.00	\$0.00	\$0.00	\$32.39	\$43.43
4th 1,000 Hours	75.00	\$23.66	\$5.00	\$0.71	\$0.24	\$0.00	\$4.73	\$0.00	\$0.00	\$0.00	\$34.34	\$46.17
5th 1,000 Hours	80.00	\$25.24	\$5.00	\$0.76	\$0.25	\$0.00	\$5.05	\$0.00	\$0.00	\$0.00	\$36.30	\$48.92
6th 1,000 Hours	90.00	\$28.39	\$5.00	\$0.85	\$0.28	\$0.00	\$5.68	\$0.00	\$0.00	\$0.00	\$40.21	\$54.40

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

Ratio :

Jurisdiction ( \* denotes special

1 Journeymen to 1 Apprentice

**jurisdictional note ) :**

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman.

**Name of Union: Electrical Local 71 Cleveland Commercial Projects**

**Craft : Lineman Effective Date : 05/23/2012 Last Posted : 05/23/2012**

[illegible]

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

**Ratio :**

2 Journeymen to 1 Apprentice

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman.



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

at this time.

**Ratio :**

2 Journeymen to 1 Apprentice

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman.

# Prevailing Wage Rate

## Skilled Crafts

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

Change # : LCN01-2012jcLoc7

Craft : Lineman Effective Date : 05/23/2012 Last Posted : 05/23/2012

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$36.04	\$5.00	\$1.08	\$0.36	\$0.00	\$7.21	\$0.00	\$0.00	\$0.00	\$49.69	\$67.71
Certified Lineman Welder	\$36.04	\$5.00	\$1.08	\$0.36	\$0.00	\$7.21	\$0.00	\$0.00	\$0.00	\$49.69	\$67.71
Certified Cable Splicer	\$36.04	\$5.00	\$1.08	\$0.36	\$0.00	\$7.21	\$0.00	\$0.00	\$0.00	\$49.69	\$67.71
Operator A	\$32.40	\$5.00	\$0.97	\$0.32	\$0.00	\$6.48	\$0.00	\$0.00	\$0.00	\$45.17	\$61.37
Operator B	\$28.76	\$5.00	\$0.86	\$0.29	\$0.00	\$5.75	\$0.00	\$0.00	\$0.00	\$40.66	\$55.04
Operator C	\$23.31	\$5.00	\$0.70	\$0.23	\$0.00	\$4.66	\$0.00	\$0.00	\$0.00	\$33.90	\$45.55
Groundman 0-12 months Exp	\$18.02	\$5.00	\$0.54	\$0.18	\$0.00	\$3.60	\$0.00	\$0.00	\$0.00	\$27.34	\$36.35
Groundman 0-12 months Exp w/CDL	\$19.82	\$5.00	\$0.59	\$0.20	\$0.00	\$3.96	\$0.00	\$0.00	\$0.00	\$29.57	\$39.48
Groundman 1 yr or more	\$19.82	\$5.00	\$0.59	\$0.20	\$0.00	\$3.96	\$0.00	\$0.00	\$0.00	\$29.57	\$39.48
Groundman 1 yr or more w/CDL	\$23.43	\$5.00	\$0.70	\$0.23	\$0.00	\$4.69	\$0.00	\$0.00	\$0.00	\$34.05	\$45.76
Equipment Mechanic A	\$28.76	\$5.00	\$0.86	\$0.29	\$0.00	\$5.75	\$0.00	\$0.00	\$0.00	\$40.66	\$55.04
Equipment Mechanic B	\$26.04	\$5.00	\$0.78	\$0.26	\$0.00	\$5.21	\$0.00	\$0.00	\$0.00	\$37.29	\$50.31
Equipment Mechanic C	\$23.31	\$5.00	\$0.70	\$0.23	\$0.00	\$4.66	\$0.00	\$0.00	\$0.00	\$33.90	\$45.55

X-Ray Technician		\$36.04	\$5.00	\$1.08	\$0.36	\$0.00	\$7.21	\$0.00	\$0.00	\$0.00	\$49.69	\$67.71
Apprentice	Percent											
1st 1000 hrs	60.00	\$21.62	\$5.00	\$0.65	\$0.22	\$0.00	\$4.32	\$0.00	\$0.00	\$0.00	\$31.81	\$42.63
2nd 1000 hrs	65.00	\$23.43	\$5.00	\$0.70	\$0.23	\$0.00	\$4.69	\$0.00	\$0.00	\$0.00	\$34.05	\$45.76
3rd 1000 hrs	70.00	\$25.23	\$5.00	\$0.76	\$0.25	\$0.00	\$5.05	\$0.00	\$0.00	\$0.00	\$36.29	\$48.90
4th 1000 hrs	75.00	\$27.03	\$5.00	\$0.81	\$0.27	\$0.00	\$5.41	\$0.00	\$0.00	\$0.00	\$38.52	\$52.04
5th 1000 hrs	80.00	\$28.83	\$5.00	\$0.86	\$0.29	\$0.00	\$5.77	\$0.00	\$0.00	\$0.00	\$40.75	\$55.17
6th 1000 hrs	85.00	\$30.63	\$5.00	\$0.92	\$0.31	\$0.00	\$6.13	\$0.00	\$0.00	\$0.00	\$42.99	\$58.31
7th 1000 hrs	90.00	\$32.44	\$5.00	\$0.97	\$0.32	\$0.00	\$6.49	\$0.00	\$0.00	\$0.00	\$45.22	\$61.43

**Special Calculation Note :**

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 Utility Power

**Craft : Lineman Effective Date : 05/23/2012 Last Posted : 05/23/2012**

[illegible]

1st 1000 hrs	60.00	\$20.51	\$5.00	\$0.62	\$0.21	\$0.00	\$4.10	\$0.00	\$0.00	\$0.00	\$30.44	\$40.69
2nd 1000 hrs	65.00	\$22.22	\$5.00	\$0.67	\$0.22	\$0.00	\$4.44	\$0.00	\$0.00	\$0.00	\$32.55	\$43.66
3rd 1000 hrs	70.00	\$23.93	\$5.00	\$0.72	\$0.24	\$0.00	\$4.79	\$0.00	\$0.00	\$0.00	\$34.68	\$46.64
4th 1000 hrs	75.00	\$25.63	\$5.00	\$0.77	\$0.26	\$0.00	\$5.13	\$0.00	\$0.00	\$0.00	\$36.80	\$49.61
5th 1000 hrs	80.00	\$27.34	\$5.00	\$0.82	\$0.27	\$0.00	\$5.47	\$0.00	\$0.00	\$0.00	\$38.90	\$52.58
6th 1000 hrs	85.00	\$29.05	\$5.00	\$0.87	\$0.29	\$0.00	\$5.81	\$0.00	\$0.00	\$0.00	\$41.02	\$55.55
7th 1000 hrs	90.00	\$30.76	\$5.00	\$0.92	\$0.31	\$0.00	\$6.15	\$0.00	\$0.00	\$0.00	\$43.14	\$58.52

**Special Calculation Note :**

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 :**

(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,  
COSHOCOTON, 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: Elevator Local 17**

**Craft : Elevator Effective Date : 05/30/2012 Last Posted : 05/30/2012**

**Special Calculation Note :** Vacation 6% for employees under 5 years based on regular hourly rate for all hours worked. 8% for employees over 5 years based on regular hourly rate for all hours worked. Other is Holiday Pay

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

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,  
LAKE, LORAIN

### Details :

**Name of Union:** Glazier Local 181

**Craft : Glazier Effective Date : 07/27/2011 Last Posted : 07/27/2011**

[illegible]

**Special Calculation Note :** No special calculations for this classification.

**Ratio :**

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

### 3 Journeymen to 1 Apprentice

ASHTABULA, CUYAHOGA, ERIE\*, GEAUGA,  
HURON\*, LAKE, LORAIN, MEDINA\*,  
PORTAGE\*, SUMMIT\*

**Special Jurisdictional Note :** Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to

Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line west and then north along the line to Route 18, west onto Route 20, follow Route 20 west to Route 4, follow Route 4 north to Lake Erie. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

**Details :**

**High Pay:** All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive an additional \$1.25 per hour.

**Name of Union: Glazier Local 181**

**Craft : Glazier Effective Date : 05/02/2012 Last Posted : 05/02/2012**

**Special Calculation Note :** No special calculations for this classification.

### 3 Journeymen to 1 Apprentice

ASHTABULA, CUYAHOGA, ERIE\*, GEAUGA,  
HURON\*, LAKE, LORAIN, MEDINA\*,  
PORTAGE\*, SUMMIT\*

**Special Jurisdictional Note :** Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the

intersection of Routes 82,8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line west and then north along the line to Route 18, west onto Route 20, follow Route 20 west to Route 4, follow Route 4 north to Lake Erie. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

**Details :**

**High Pay:** All work is defined for the purpose of the agreement as being work which requires that the employee be supported by equipment that hangs from or suspends from the wall or roof of a building or structure. This work shall receive an additional \$1.25 per hour.

**Name of Union: Ironworker Local 17**

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

4 Journeymen to 1 Apprentice on Structural Work ASHTABULA, CUYAHOGA, ERIE, GEAUGA,  
3 Journeymen to 1 Apprentice on Rod Work HURON, LAKE, LORAIN, MEDINA, PORTAGE,  
2 Journeymen to 1 Apprentice on ALL Finishing, SUMMIT  
Steel Sash, Stairway and Ornamental Work

**Special Jurisdictional Note :** West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224-all territory to the west of the boundary line to be the jurisdiction of Local 55.All territory to the East of the boundary line to be the jurisdiction of Local 17.Kelly's Island to be within jurisdiction of Local 17.All bridges,tunnels,viaducts,etc, relative to these boundary lines shall be the jurisdiction of Local 17

South Boundary Line:Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges,tunnels,viaducts,signs,etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17.

Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line,except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17

Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207.

Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207.

North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

**Details :**

**Name of Union:** Labor HwY 1B

**Craft : Laborer Group 1 Effective Date : 05/01/2012 Last Posted : 04/25/2012**

**Special Calculation Note : Watchman have no Apprentices.**

CUYAHOGA, GEauga

— Journeymen to 1 Apprentice thereafter

**Special Jurisdictional Note :** Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site



**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.

**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), 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)

**Group 3**

Cast and Powder Person, Muckers (with miners), Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person, Grade Checker

**Group 4**

Miner, Welder, Guniting Nozzle Person

**Name of Union:** Labor Hwy 5

**Craft : Laborer Group 1 Effective Date : 05/01/2012 Last Posted : 05/25/2012**

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

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

CUYAHOGA, GEauga

**Special Jurisdictional Note :** Sewage Plant, Waste Plant, Water Treatment Facilities Construction, Pumping Stations, Ethanol Plant Construction, and Municipal, County & State Facility Pool Construction, (except packaged plants).  
All work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants and solid waste disposal plants, ethanol plants & swimming pools at municipal, county & state facilities.

**Details :**

Laborer Heavy Highway 5 for Cuyahoga and Geauga Counties provides wage rates for ONLY the following work: All work in laying and installation of process piping both outside and within sewage filtration, water treatment plants, and ethanol plants, including mechanical and pressure pipe within. All work in construction of swimming pools, including but not limited to, the installation and demolition of water filtration systems, at municipal, county & state facilities. Construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants and solid waste disposal.

### 5 Journeymen to 1 Apprentice

**Special Jurisdictional Note :**

**Details :**

Group 1 - Building and construction Laborers and Tenders; Asbestos Removal - hazardous materials; unloading of furniture and fixtures.

Group 2 - Guniting Operating (Machines of all type).

Group 3 - Laborers on swinging scaffolds; air track and wagon drill.

Group 4 - Drywall stocking and handling.

Group 5 - General Landscaping.

Group 6 - Final Clean-up (must perform clean-up duties for entire work shift, and excludes demolition work).

Group 7 - Blasters, Shooters, Caissons, Well Cylinder, Cofferdams, Mine Workers without air, acid brick tenders.

Group 8 - Top man on free standing radial stack; bellman and bottom man in blast furnace and stove.

Group 9 - Sewer jet.

Group 10 - Heat tender.

Group 11 - Firebrick.

Group 12 - Mason tender handling carbon block and bottom block for blast furnace stoves, stacks etc.

Group 13 - Lansing Burners.

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

**Craft : Operating Engineer Effective Date : 05/11/2011 Last Posted : 05/11/2011**

**Special Calculation Note :** Other: Education & Safety Fund is \$0.04 per hour.

For every (5) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice. On jobs where maintenance engineers are to be employed, for every (1) Class 1 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 1 rate.

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,  
HURON, LAKE, LORAIN. MEDINA

**Special Jurisdictional Note :****Details :**

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Class 1 - "Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operator)" Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types) Hoists (with two or more drums in use); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Rotary Drills (all), used on caissons work, wells (all types), Geothermal work and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Rough Terrain Fork-lift with Winch/Hoist (when used as a crane), Compact Cranes (all types), track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24" wide). A Frames, Robotics Equipment Operator/Mechanic. "Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operator)"

Class 2 - Asphalt Pavers; Bulldozers; CMI type Equipment;; Endloaders; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw, All rotomills. Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Instrument Man.

Class 3 - Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Power Boilers (over 15 lbs pressure); Fork Lifts ; Hoists (with one drum); House Elevators (except those automatic call button controlled); Man Lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Trenchers (24" and under); Utility Operators. Laser Screeds and like equipment, Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate, Portable Hydraulic Gantry (lift system C Rate) (F rate if a second person is needed).

Class 4 - Compressors, on building construction; Conveyors, used for handling building materials; Mixers, one bag capacity (side loader); Mixers, capacity more than one bag; Generators: Gunite Machines; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Class 5 - Backfillers and Tampers, Batch Plants, Bar and Joint Installing Machines, Bull Floats, Burlap and Curing Machines, Cleaning Machine Operator (decontamination included) Clefplanes, Concrete Spreading Machines, Crushers, Deckhands, Drum Fireman (asphalt), Farm-type, Tractor, pulling attachments, Finishing Machines, Forklifts (masonry work only) Form Trenchers, High Pressure Pumps (over 1/2" discharge) Hydro Seeders, Pumps (4" and over discharge), provided it is not part of a dewatering system discharged into a common header, Self-Propelled Power Spreaders, Self-Propelled Sub Graders, Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header, Tire Repairman Tractors, pulling sheepfoot rollers or graders, Vibratory Compactors with integral power.

Class 6 - Power Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge), and Allen Screed Concrete Paver, Fueling & greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds. Vac Alls, Apprentice/Helpers, Oiler, Barrier Moving Machines (additional duty, paid same rate) Bobcat-type and/or Skid Steer Loader with any and all attachments, Geodimeter, Grade Checker Grinders (all), Planners (all types), Saw (concrete vermeer type). Rob Man. Backfillers and Tampers, Batch Plants, Bar and Joint Installing Machines, Bull Floats, Burlap and Curing Machines, Cleaning Machine Operator (decontamination included) Clefplanes, Concrete Spreading Machines, Crushers, Deckhands, Drum Fireman (asphalt), Farm-type Tractor, pulling attachments, Finishing Machines, Forklifts, (masonry work only) Form Trenchers, High Pressure Pumps (over 1/2" discharge) Hydro Seeders, Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a common header, Self-Propelled Power Spreaders, Self-Propelled Sub-Graders, Submersible Pumps (4" and over discharge), provided it is not part of a dewatering system discharged into a common header, Tire Repairmen Tractors, pulling sheepfoot rollers or graders, Vibratory Compactors with integral power.

Class 7 - Master Mechanic

Class 8 - Boom & Jib 150' - 180 feet and over

Class 9 - Boom & Jib 200' and over



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Operating Engineers - HevHwy I

Change # : LCN01-2012jcLoc18hevhwyI

Craft : Operating Engineer Effective Date : 05/01/2012 Last Posted : 04/25/2012

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Operator Class 1	\$32.28	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.33	\$61.47
Class 2	\$32.18	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.23	\$61.32
Class 3	\$31.14	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.19	\$59.76
Class 4	\$29.92	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$42.97	\$57.93
Class 5	\$24.63	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$37.68	\$50.00
Class 6	\$32.53	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.58	\$61.85
Class 7	\$32.53	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.58	\$61.85
Class 8	\$32.78	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.83	\$62.22
Great Lakes Floating Agreement											
Class 1	\$36.65	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$49.45	\$67.77
Class 2A	\$35.15	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.95	\$65.52
Class 2B	\$35.15	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.95	\$65.52
Class 3	\$31.25	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.05	\$59.67
Class 4	\$25.90	\$6.66	\$5.50	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.70	\$51.65
Apprentice											
	Percent										
1st Year	50.00	\$16.14	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$29.19	\$37.26
2nd Year	60.00	\$19.37	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$32.42	\$42.10
3rd Year	70.00	\$22.60	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$35.65	\$46.94
4th Year	80.00	\$25.82	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$38.87	\$51.79
Field Mech Trainee											
1st year	49.85	\$16.09	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$29.14	\$37.19
2nd year	59.80	\$19.30	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$32.35	\$42.01
3rd year	69.80	\$22.53	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$35.58	\$46.85
4th year	79.73	\$25.74	\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$38.79	\$51.66

Special Calculation Note : Other: Education & Safety Fund is \$0.04 per hour.

**Ratio :**

For every (5) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

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

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

**Special Jurisdictional Note :****Details :**

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

Class 1 - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete mixers & Towers; Concrete Pumps; Concrete Plants ( over 4 yd capacity); Cranes (all types); Derricks (all types); Draglines; Elevating Graders or Euclid Loaders; Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Locomotives (standard guage); Maintenance Operators (class A); Mixers, paving (single or double drum); Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Side Booms; Slip Form Pavers; Tower Dericks; Trench Machines; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators; Industrial-type tractors; Jet Engine - Dryer (D8 or D9 ) Diesel Tractors Mucking Machines; Multiple Scrapers; Tree Shreddes. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt All rotomills, grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over).

C 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); All Asphalt Rollers; Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device);

Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines and Generators; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour)

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

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150ft.- 180ft

Class 8 - Crane Boom over 180 ft.

#### GREAT LAKES FLOATING AGREEMENT

Class 1 -Diver,Wet Tender,Engineer,(hyd.Dredge), Craft Foreman ( Master Mechanic)

Class 2A - Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator ( Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom, any Crane Certification

Class 3-Maintenance of Crane ( over 50T capacity) or Backhoe (115,000 lbs or more) Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.

Class 4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Deck Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, Off Road Truck,

**Name of Union: Painter Local 505**

**Craft : Drywall Finisher Effective Date : 05/16/2012 Last Posted : 05/16/2012**

**Special Calculation Note :** No special calculation for this classification.

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN, PORTAGE\*, SUMMIT\*

### Details :

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 (A) Sign

Change # : CN01-2009Loc639A

Craft : Painter Effective Date : 03/06/2009 Last Posted : 03/06/2009

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>											
Painter Sign Erector	\$19.98	\$4.46	\$1.00	\$0.25	\$1.68	\$0.00	\$0.00			\$27.37	\$37.36
Serviceman	\$19.98	\$4.46	\$1.00	\$0.25	\$1.68	\$0.00	\$0.00			\$27.37	\$37.36
Metal Sign Fabricator	\$19.98	\$4.46	\$1.00	\$0.25	\$1.68	\$0.00	\$0.00			\$27.37	\$37.36
Neon Bender Pattern Maker	\$19.98	\$4.46	\$1.00	\$0.25	\$1.68	\$0.00	\$0.00			\$27.37	\$37.36
Computer Operator	\$18.98	\$4.46	\$1.00	\$0.25	\$1.61	\$0.00	\$0.00			\$26.30	\$35.79
Router	\$18.98	\$4.46	\$1.00	\$0.25	\$1.61	\$0.00	\$0.00			\$26.30	\$35.79
Plastic Wood Fabricator	\$18.98	\$4.46	\$1.00	\$0.25	\$1.61	\$0.00	\$0.00			\$26.30	\$35.79
Vinyl Applicator	\$18.98	\$4.46	\$1.00	\$0.25	\$1.61	\$0.00	\$0.00			\$26.30	\$35.79
<b>Apprentice For Sign Service, Metal, Neon, Pattern</b>	<b>Percent</b>										
1000 hrs	50.00	\$9.99	\$4.46	\$1.00	\$0.25	\$1.03	\$0.00	\$0.00		\$16.73	\$21.73
2000 hrs	55.00	\$10.99	\$4.46	\$1.00	\$0.25	\$0.37	\$0.00	\$0.00		\$17.07	\$22.56
3000 hrs	60.00	\$11.99	\$4.46	\$1.00	\$0.25	\$0.37	\$0.00	\$0.00		\$18.07	\$24.06
4000 hrs	65.00	\$12.99	\$4.46	\$1.00	\$0.25	\$0.37	\$0.00	\$0.00		\$19.07	\$25.56
5000 hrs	70.00	\$13.99	\$4.46	\$1.00	\$0.25	\$0.37	\$0.00	\$0.00		\$20.07	\$27.06
6000 hrs	85.00	\$16.98	\$4.46	\$1.00	\$0.25	\$0.37	\$0.00	\$0.00		\$23.06	\$31.55
7000 hrs	90.00	\$17.98	\$4.46	\$1.00	\$0.25	\$0.37	\$0.00	\$0.00		\$24.06	\$33.05

**Special Calculation Note :** Apprentice Rates For: Computer Operator, Router, Plastic-Wood Fabricator Vinyl Application

1000 hrs 50% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.99  
 2000 hrs 55% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
 3000 hrs 65% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
 4000 hrs 50% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
 5000 hrs 70% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37

6000 hrs 85% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
7000 hrs 90% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37

**Ratio :**

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

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

**Special Jurisdictional Note :****Details :**

Sign and display work shall include but not limited; to the making and installation of all signs and servicing of the same, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand, brush, roller, spray, mechanical or computer aided and by any other method or process pertaining to same: they shall have control of all branches, methods and processes of screen process work: tube bending and display work such as creating, building and finishing of all display matter and its related operations used for advertising purposes, including all lettering whether it be done by hand, mechanical or computer aided or by any other method or process pertaining to same: the construction, erection and maintenance of all billboards and all communication advertising.

**Name of Union: Painter Local 639 (Cleveland Area) Sign**

**Craft : Painter Effective Date : 01/03/2006 Last Posted : 01/03/2006**

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

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

ALLEN, ASHLAND, ASHTABULA, AUGLAIZE,  
BELMONT, CARROLL, CHAMPAIGN,  
COLUMBIANA, COSHOCTON, CRAWFORD,  
CUYAHOGA, DEFLANCE, ERIE, FULTON,  
GEAUGA, GUERNSEY, HANCOCK, HARDIN,  
HARRISON, HENRY, HOLMES, HURON,  
JEFFERSON, KNOX, LAKE, LOGAN, LORAIN,  
LUCAS, MAHONING, MARION, MEDINA,  
MERCER, MONROE, MORROW, NOBLE,  
OTTAWA, PAULDING, PIKE, PORTAGE.

PUTNAM, RICHLAND, SANDUSKY, SENECA,  
SHELBY, STARK, SUMMIT, TRUMBULL,  
TUSCARAWAS, VAN WERT, WASHINGTON,  
WAYNE, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**



# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 707

Change # : LCN01-2012jcLoc707

Craft : Painter Effective Date : 05/02/2012 Last Posted : 05/02/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Painter Brush Roll	\$26.79		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$38.81	\$52.21
Paperhanger	\$26.79		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$38.81	\$52.21
Sandblasting & Buffing	\$27.19		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$39.21	\$52.81
Spray Painting	\$27.49		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$39.51	\$53.25
REPAINT Brush Roll & Paperhanger	\$25.29		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$37.31	\$49.96
REPAINT Sandblasting & Buffing	\$25.69		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$37.71	\$50.56
REPAINT Spray Painting	\$25.99		\$5.19	\$4.05	\$0.33	\$0.00	\$2.45	\$0.00	\$0.00	\$0.00	\$38.01	\$51.00
<b>Apprentice - Painter</b>	<b>Percent</b>											
1st 6 months	45.00	\$12.06	\$5.19	\$0.50	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.08	\$24.10
2nd 6 months	50.00	\$13.40	\$5.19	\$0.50	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.41	\$26.11
3rd 6 months	55.00	\$14.73	\$5.19	\$0.75	\$0.33	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$22.35	\$29.72
4th 6 months	60.00	\$16.07	\$5.19	\$0.75	\$0.33	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$23.81	\$31.85
5th 6 months	65.00	\$17.41	\$5.19	\$1.00	\$0.33	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$25.52	\$34.23
6th 6 months	70.00	\$18.75	\$5.19	\$1.00	\$0.33	\$0.00	\$1.72	\$0.00	\$0.00	\$0.00	\$26.99	\$36.37
7th 6 months	75.00	\$20.09	\$5.19	\$1.50	\$0.33	\$0.00	\$1.84	\$0.00	\$0.00	\$0.00	\$28.95	\$39.00

8th 6 months	80.00	\$21.43	\$5.19	\$1.50	\$0.33	\$0.00	\$1.96	\$0.00	\$0.00	\$0.00	\$30.41	\$41.13

**Special Calculation Note :** Apprentice pay based on percentage of above appropriate classification.

**Ratio :**

1 Apprentice to 1 Journeyman

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN, PORTAGE\*, SUMMIT\*

**Special Jurisdictional Note :** Portage & Summit North of the East-West Turnpike.

**Details :**

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

**Name of Union: Painter Local 707 Industrial**

**Craft : Painter Effective Date : 05/02/2012 Last Posted : 05/02/2012**

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months												
2nd 6 months	50.00	\$13.75	\$5.19	\$0.50	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.76	\$26.64
3rd 6 months	55.00	\$15.12	\$5.19	\$0.75	\$0.33	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$22.74	\$30.30
4th 6 months	60.00	\$16.49	\$5.19	\$0.75	\$0.33	\$0.00	\$1.47	\$0.00	\$0.00	\$0.00	\$24.23	\$32.48
5th 6 months	65.00	\$17.87	\$5.19	\$1.00	\$0.33	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$25.98	\$34.91
6th 6 months	70.00	\$19.24	\$5.19	\$1.00	\$0.33	\$0.00	\$1.72	\$0.00	\$0.00	\$0.00	\$27.48	\$37.10
7th 6 months	75.00	\$20.62	\$5.19	\$1.50	\$0.33	\$0.00	\$1.84	\$0.00	\$0.00	\$0.00	\$29.48	\$39.79
8th 6 months	80.00	\$21.99	\$5.19	\$1.50	\$0.33	\$0.00	\$1.96	\$0.00	\$0.00	\$0.00	\$30.97	\$41.97

**Special Calculation Note :** Apprentice pay based on percentage of above appropriate classification.

**Ratio :**

1 Apprentice to 1 Journeyman

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

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN, PORTAGE\*, SUMMIT\*

**Special Jurisdictional Note :** Portage & Summit North of the East-West Turnpike.

**Details :**

Painter Bridge Class 1 is Defined as; Bridge Painter, Rigger, Containment Builder

Application of Catalytic materials under class 3 hazardous per MSDS - .65 per hour above the Job Classification basic hourly rate.

Application of Catalytic materials under class 4 hazardous per MSDS - 1.00 per hour above the Job Classification basic hourly rate.

\* Concrete Sealing: on highway work, scaling of concrete surfaces, the treating and sealing of bridge decks, the painting and staining of concrete, including the abutments, barricades, noise barriers, lane dividers, etc.

**Name of Union: Pipefitter Local 120**

**Craft : Sprinkler Fitter Effective Date : 05/01/2012 Last Posted : 04/25/2012**

**Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS**

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

1 - 2 Journeymen to 1 Apprentice per project

3 - 4 Journeymen to 2 Apprentices

5 - 8 Journeymen to 3 Apprentices

### 3 Journeymen to 1 Apprentice on jobs with

9 or more journeymen

**Special Jurisdictional Note :**

**Details :**

Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines,

thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

**Name of Union: Pipefitter Local 120**

Under pipefitter duties shall include - steam and hot water heating boilers and related controls such as automatic feedwater and low water cut-offs, safety relief valves and gas trains; steam regulators, traps, steam valves, steam heaters, steam and hot water heating coils; feedwater lines to boilers, condensate pumps, condensate tanks and related piping to boilers, expansion tanks and controls on hot water heating

systems; refrigeration and air conditioning systems that are separate from one another and are connected through piping; install, piping for heating and cooling devices; piping, pumps and controls on the fluent water system in water treatment plants; hose cabinets and automatic fire sprinkler systems; underground water supply piping and devices; all fire stopping of piping systems; to operate a pipe cutting machine, to thread pipe by machine or hand dies; to do oxyacetylene and electric welding on iron and steel pipes when required; to perform other tasks when assigned.



3 Intermediate Servicemen to 1 Serviceman Trainee ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
Per Shop MEDINA\*, SUMMIT\*

**Special Jurisdictional Note :** Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and including work within the corporate limits of the City of Medina.

**Details :**

Work scope but not limited to: Mechanical Service and Maintenance work normally performed by contractors, either by contracts or emergency call basis, who are equipped to handle all work relating to evacuation, charging, start-up, inspection, operating, maintenance and service call necessary to keep mechanical system and controls of a refrigeration, air conditioning, heating and/or ventilation or any other newly installed, remodeled, revamped or redesigned mechanical system in operational order; all fire stopping and piping systems. Shall include but not limited to all maintaining, cleaning, adjusting, repairing, overhauling, starting and balancing of any system or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the employer by the customer. Shall also be allowed to do the following installation work: All residential humidifiers and dehumidifiers, all window type units, all residential heating and cooling systems, excluding steam and hot water, and when a building is not new construction, all refrigeration systems up to 20 tons, split air conditioning systems up to 50 tons, and package or self-contained air conditioning units up to 50 tons.

**Name of Union: Plasterer Local 80**

**Craft : Plaster Effective Date : 08/10/2011 Last Posted : 08/10/2011**

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

3 Journeymen to 1 Apprentice thereafter

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,  
LORAIN

Each employer shall use their best efforts to employ at least 1 certified apprentice in every

shop after his first Journeyman.

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Plumber Local 55

Change # : LCN0-2012fbLoc55Plum

Craft : Plumber Effective Date : 10/24/2012 Last Posted : 10/24/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber	\$33.60		\$9.25	\$8.60	\$1.02	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$53.52	\$70.32
Yard Piping	\$22.42		\$6.70	\$1.50	\$0.46	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$32.13	\$43.34
Field Shopman	\$18.09		\$7.15	\$5.08	\$0.10	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$30.92	\$39.96
Field Shopman after 5/1/1991	\$11.22		\$5.91	\$1.80	\$0.10	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$19.53	\$25.14
Apprentice Initiated BEFORE 5/1/10												
1-6 Months	\$11.97	\$5.61	\$0.00	\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.28	\$24.26
7-12 Months	\$15.03	\$5.53	\$0.16	\$0.75	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$0.00	\$22.02	\$29.53
2nd year	\$19.39	\$6.15	\$1.16	\$0.25	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$0.00	\$27.50	\$37.19
3rd year	\$21.55	\$6.20	\$2.16	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$0.00	\$31.81	\$42.59
4th year	\$24.20	\$6.26	\$2.16	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$0.00	\$34.52	\$46.62
5th year	\$26.45	\$6.73	\$2.16	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$0.00	\$37.24	\$50.46
Apprentice Initiated AFTER 5/1/10												
Percent												
1-6 Months	35.62	\$11.97	\$5.61	\$0.00	\$0.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.28	\$24.26
7-12 Months	41.50	\$13.94	\$5.59	\$0.16	\$0.75	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$20.99	\$27.97
2nd year	41.56	\$13.96	\$6.15	\$1.66	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$23.67	\$30.66
3rd year	48.00	\$16.13	\$6.20	\$2.16	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$26.39	\$34.45
4th year	55.87	\$18.77	\$6.26	\$2.16	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$29.09	\$38.48
5th year	62.54	\$21.01	\$6.73	\$2.16	\$0.85	\$0.00	\$0.50	\$0.55	\$0.00	\$0.00	\$31.80	\$42.31

[illegible]

**Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT**

**Ratio :**

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

1 Apprentice for the first steadily employed journeyman, and thereafter 1 Apprentice for every 2 steadily employed journeymen

**Special Jurisdictional Note :** Summit County - North of State Route 303 including work within the corporate limits of the City of Hudson, that portion of Medina County North of Route 18 and Smith Road and the corporate limits of the City of Medina.

### Details :

The Plumber Shopman will have charge of the Employer's shop and warehouse containing plumbing and heating supplies and equipment, and perform such duties as are customarily required by a Plumber or a Plumber's Shopman, including casual delivery of tools and equipment necessary for installation of Plumbing and Heating facilities.

**Name of Union: Roofer Local 44 Sheet 1**

**Craft : Roofer Effective Date : 07/05/2012 Last Posted : 07/05/2012**

**Special Calculation Note :** For Apprentices Registered AFTER 6/1/09 See 2nd Sheet  
No special calculations for this skilled craft wage rate are required at this time.

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,  
LAKE, LORAIN\*, SANDUSKY

\$0.04 for "Other" is Drug Testing.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 44 Sheet 2

Change # : LCN01-2012fbLoc44

Craft : Roofer Effective Date : 06/06/2012 Last Posted : 06/06/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Roofer	\$28.76		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.82	\$59.20
Roofer Journeyman with 6351 hrs or more	\$28.76		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.82	\$59.20
Waterproofers	\$28.76		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.82	\$59.20
<b>Applicant &amp; helper trainees</b>												
0 to 1851 hrs	\$12.75		\$0.25	\$0.25	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$13.46	\$19.83
1851 to 3350 hrs	\$15.82		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$31.88	\$39.79
3351 to 4850 hrs	\$20.13		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$36.19	\$46.26
4851 to 6350 hrs	\$23.01		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$39.07	\$50.58
6351 hrs	\$25.88		\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.94	\$54.88
<b>Apprentice Registered AFTER 6/1/09</b>												
	Percent											
Start of school	44.38	\$12.76	\$0.25	\$0.25	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$13.47	\$19.86
600 hrs worked/72 school hrs	45.00	\$12.94	\$0.25	\$0.25	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$13.65	\$20.12
1200 hrs worked/144 school hrs	50.00	\$14.38	\$0.25	\$0.25	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$15.09	\$22.28
1800 hrs worked/216 school hrs	55.00	\$15.82	\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$31.88	\$39.79
2400 hrs	60.00	\$17.26	\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$33.32	\$41.94



worked/ 288 school hrs												
3000 hrs worked/360 school hrs	70.00	\$20.13	\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$36.19	\$46.26
3600 hrs worked/432 school hrs	80.00	\$23.01	\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$39.07	\$50.57
4200 hrs worked/504 school hrs	90.00	\$25.88	\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.94	\$54.89
4800 hrs/576 school hrs	100.00	\$28.76	\$8.10	\$7.75	\$0.17	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.82	\$59.20

**Special Calculation Note :** For Apprentices Registered BEFORE 6/1/09 See 1st Sheet  
There are no special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

2 Journeymen to 1 Apprentice  
1 Applicant/Helper Trainee

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

ASHTABULA, CUYAHOGA, ERIE, GEAUGA,  
LAKE, LORAIN\*, SANDUSKY

**Special Jurisdictional Note :** Lorain (The Ohio Turnpike North)

**Details :**

\$0.04 for "Other" is for Drug Testing

**Name of Union: Sheet Metal Local 33 (Cleveland)**

**Craft : Sheet Metal Worker Effective Date : 05/16/2012 Last Posted : 05/16/2012**

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

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

1 Journeyman to 1 Apprentice  
2 Journeymen to 1 Apprentice  
3 Journeymen to 2 Apprentices  
4 Journeymen to 2 Apprentices  
5 Journeymen to 3 Apprentices  
6 Journeymen to 3 Apprentices

**Special Jurisdictional Note :**

### Details :

**Name of Union: Sheet Metal Local 33 (Cleveland) Decking**

**Craft : Sheet Metal Worker Effective Date : 09/24/2009 Last Posted : 09/24/2009**

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

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

**jurisdictional note ) :**  
ASHTABULA, CUYAHOGA, GEAUGA, LAKE

### Journeymen To 1 Apprentice

**Special Jurisdictional Note :**

**Details :**

Work but not limited to: Exterior application of manufactured and/or job site fabricated metal decking, siding and exterior appurtenances thereto. The erection of pre-engineered metal buildings, pre-manufactured gas stations and appurtenances thereto. The installation of metal roofs and appurtenances. The erection and/or job site fabrication of draft or fire curtains and appurtenances thereto.

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
CUYAHOGA, LAKE, GEAUGA

**Special Jurisdictional Note :**

**Details :**

Ecuids include: Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All Drivers, Tourn-Rockers, High-Lifts, Fork-Lifts, Extra Long Trailers and Semi-Tractor and Tri-Axle Trailer, Tandem Tractor and Tandem Trailer, Tandem Trailer and Tri-Axle Trailer, Tag Along Trailer, Expandable Trailers or towing requiring road permits. Ready-Mix (Agitator or non-agitator) Bulk Concrete Drivers, dry Batch Trucks, Articulated End Dump, Bus Drivers.

Holiday Pay = 7 holidays X (8 hours X BHR)/2080 hours per year.

This pay is only for those employee's who started driving before 1976.

To be eligible to receive holiday pay an employee must have worked at least one (1) day in the period fourteen (14) calendar days prior to the holiday and/or in the fourteen (14) day calendar period after the holiday.