

SPECIFICATIONS

FOR

**HOMESTEAD METRO PARK, SITE
IMPROVEMENTS – PHASE 1**

BID OPENING: 10:00 AM, LOCAL TIME, NOVEMBER 20, 2025

CLEARLY MARK ENVELOPE

**“BID ENCLOSED –
HOMESTEAD METRO PARK, SITE IMPROVEMENTS – PHASE 1”**

**COLUMBUS AND FRANKLIN COUNTY
METRO PARKS
1069 WEST MAIN STREET
WESTERVILLE, OHIO 43081**

NOVEMEBER 2025

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NOTICE TO BIDDERS

Sealed Bids for completion of the **Homestead Metro Park, Site Improvements – Phase 1** as specified will be received by Columbus and Franklin County Metropolitan Park District at 1069 West Main Street, Westerville, Ohio 43081, until 10:00 a.m., local time, November 20, 2025, and at that time and place publicly opened and read.

Copies of the Contract Documents are available for review on the www.keycompanies.com website. The plans and specifications are available for purchase at any Key Blue Prints, Inc. location. The Metro Parks will not be responsible for any plans and specifications obtained from any other source.

A pre-bid meeting will be held at Homestead Metro Park at 4675 Cosgray Rd, Hilliard, OH 43026 on November 13, 2025 at 10:00 am to answer questions and to review the project

The estimated cost of this project is \$750,000.

The Substantial Completion Date for the roadway construction is April 1, 2026.

The Substantial Completion Date for asphalt paving is May 29, 2026

The project is subject to Prevailing Wage requirements of Ohio Revised Code Chapter 4115.

Each bid shall contain the full name and address of each person or company interested in the same and shall be accompanied by bid security in the form of (i) a bid guaranty and contract bond in accordance with Ohio Revised Code Sections 153.54 and 153.571 naming the Columbus and Franklin County Metropolitan Park District as obligee for the total amount of the Bid, including all add alternates, or (ii) a certified check, cashier's check or letter of credit in the amount of ten percent (10%) of the total amount of the Bid, including all add alternates, as prescribed by Ohio Revised Code Section 153.54.

Metro Parks reserves the right to accept the lowest and best bid, the right to waive irregularities in any proposal and the right to reject any and all bids or any part thereof.

In accordance with Ohio Revised Code Section 307.87, this notice is available on Metro Parks' internet web site by logging onto www.metroarks.net. Go to About then click on Contract Bidding. Click on this project under Projects in Progress and you will be able to view the notice in PDF format.

By order of the Board of Park Commissioners.
Anna Vagedes
Project Manager

INSTRUCTIONS TO BIDDERS

ARTICLE 1. DEFINITIONS

§ 1.1 Owner: Columbus and Franklin County
Metropolitan Park District (Metro Parks)
1069 West Main Street, Westerville, Ohio 43081

§ 1.2 Bidding Documents include the Bidding Requirements and the Contract Documents plus any other item designated as a Bidding Document. The Bidding Requirements consist of the Notice to Bidders, Instructions to Bidders, the Bid Form, Bid Guaranty, bond (as required under Section 4.2.1 of the Instructions to Bidders), and other sample bidding and contract forms. The Contract Documents, which are inclusive of the Bidding Requirements, are enumerated and defined in the Contract between Owner and Contractor. Definitions set forth in the Contract between Owner and Contractor or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Owner prior to the opening of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted on the Bid Form in accordance with the Bidding Documents.

§ 1.7 A Bidder is a person or entity who submits a Bid.

§ 1.8 The Bid Form is the form furnished in the Bidding Documents that is to be completed, signed, and submitted containing the Bidder's Bid.

§ 1.9 Bid Guaranty means a bond or other instrument of security authorized by Ohio Revised Code Section 153.54 submitted with the Bid in accordance with Section 4.2 to provide assurance that the Bidder will execute the Agreement.

§ 1.10 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site and surrounding area, become familiar with the conditions under which the Work is to be performed (including but not limited to the condition, layout and nature of the site and surrounding area; the availability and cost of labor; the availability and cost of materials, supplies and equipment; the costs of temporary utilities required in the Bid; the cost of any required permit or license; the usual weather conditions of the Project location; conditions bearing upon transportation, disposal, handling and storage of equipment, materials and waste; and subsurface and concealed physical conditions and related information provided in the Bidding Documents) and has correlated the Bidder's personal observations with the requirements of the Bidding Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

§ 2.2 By submitting its Bid, the Bidder understands and agrees that the Contract Sum, based on its Bid and as amended by Change Orders, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between separate contractors or their agents and employees.

§ 2.3 The Bidder agrees that the Bidder will make no request for additional compensation or mitigation of liquidated damages for any such interference, disruption, hindrance or delay, and will accept as full satisfaction an extension of the Contract Time which may be provided by the Owner in accordance with the Bidding Documents.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Notice to Bidders in the number and for the dollar amount, if any, stated therein. Each Bidder shall register with the Owner or their designated agents, at the place designated in the Notice To Bidders for the acquisition of Bidding Documents. This information is required for the issuance of Addenda, if necessary. Failure to register may render the Bidder's Bid nonresponsive and may be cause for rejection. Registration must include the Bidder's name, mailing address, telephone number, fax number (if available), e-mail address and contact person.

§ 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids, and the Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.3 The Owner may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for information which shall reach the Owner at least seven (7) days prior to the date for receipt of Bids. By submitting its Bid, each Bidder represents and agrees, based upon its careful and diligent review of the Bidding Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Bidding Documents for which it has not timely notified the Owner. Bidders who fail to timely provide notification and to request clarification will be expected to overcome such conditions without additional compensation.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents if determined by the Owner to be warranted will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.2.4 In interpreting the Bidding Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise defined in the Bidding Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

§ 3.2.5 When the Bidding Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday. The term "day" as used in the Instructions to Bidders shall mean a calendar day unless otherwise noted.

§ 3.2.6 Bidder is required to comply with all requirements of the Bidding Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least seven (7) days prior to the date for receipt of Bids using the "Substitution Sheet" included in the Bidding Documents. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation, and a certification from the Bidder that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of separate contractors that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Approvals made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Bidding Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents and to plan rooms where copies of the Bidding Documents are maintained. It is therefore imperative that Bidders provide full and accurate contact information to the Owner and Architect, including e-mail addresses. The Addenda may be delivered by e-mail, facsimile, posted to the Owner's website set forth in the Notice to Bidders, posted to an FTP site, or otherwise furnished to each registered plan holder. Addenda will be deemed to have been validly delivered if emailed or otherwise furnished to each firm's contact person of record.

§ 3.4.1.1 Notwithstanding anything to the contrary in Section 3.4.1, all Bidders will be presumed to have actual knowledge of all Addenda posted on the Owner's website relating to the Project, and firms shall not avail themselves of incomplete knowledge and/or lack of familiarity of the Contract Documents and any Addenda thereto resulting from the Bidder's failure to register with and provide accurate contact information to the Owner and/or a Bidder's failure to check the Owner's website.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 If an Addendum is issued within 72 hours prior to the published time for the opening of Bids (excluding Saturdays, Sundays, and legal holidays), then the time for opening of Bids shall be extended one week with no further advertising of Bids required.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid may be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed in any material manner.

§ 3.5 BASIS OF DESIGN AND ACCEPTABLE COMPONENTS

§ 3.5.1 The Bidding Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements. The component listed first is the basis of design component, and other listed components are acceptable components. If the Bidder includes an acceptable component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 The Bidder is strongly encouraged (and required, when designated by Owner as mandatory) to attend any pre-bid meetings where questions will be answered regarding the Bidding Documents. Each Bidder will be determined to have actual knowledge of all information provided or discussed at the pre-bid meeting, and additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting which results in the Bidder's incomplete knowledge and familiarity of the Project requirements. If not given in the Notice to Bidders, the Owner shall issue notice of the time and place of any pre-bid meeting to each registered plan holder.

§ 4.1.2 Bids shall be submitted on the Bid Form included with the Bidding Documents.

§ 4.1.3 The Owner may solicit Bids which combine two or more bid packages. The individual Base Bid amounts of each separate bid package need not total the combination Base Bid amount. The Owner reserves the right to accept or reject any or all separate Bids or combination Bids, in whole or in part, and in any order.

§ 4.1.4 All blanks on the Bid Form shall be legibly filled in using a non-erasable medium, and interlineations, alterations and erasures must be initialed in ink by the signer of the Bid.

§ 4.1.5 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words shall not render the words ambiguous.

§ 4.1.6. The wording on the Bid Form shall be used without change, alteration or addition. Any change in the wording or omission of specifying accompanying documents may cause the Bid to be rejected.

§ 4.1.7 When an Alternate is listed on the Bid Form, the Bidder shall fill in the blank with an amount to add to or deduct from the Base Bid. Voluntary Alternates are prohibited from becoming the basis of the Contract award.

§ 4.1.7.1 If no change in the Bid amount is required, indicate "No Change" or "\$0 dollars."

§ 4.1.7.2 Failure to make an entry, or an entry of "No Bid," "N/A," or similar entry for any Alternate shall cause the Bid to be nonresponsive if that Alternate is selected. If the Alternate is not selected, such an entry on that Alternate will not itself render a Bidder nonresponsive.

§ 4.1.7.3 Failure to indicate a negative number will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank. Methods for indicating a negative number may include preceding the number by a minus sign, enclosing the number in parenthesis, or, when provided on the Bid Form, by circling "DEDUCT" or similar words.

§ 4.1.8 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. For a Bid submitted by an agent, the Owner may require submission of a current power of attorney certifying the agent's authority to bind the Bidder. The Bidder may be required to provide evidence of legal authority to perform within the jurisdiction of the Work.

§ 4.1.9 In determining which Bid is the lowest, the Owner shall consider the Base Bid and any Alternate or Alternates which the Owner decides to accept in the Owner's sole discretion. The Owner shall have the right to accept Alternates in any order or combination as desired by the Owner and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Bidder further understands and acknowledges that use of add and deduct Alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder understands that based on Alternates selected by the Owner, the Contract award to the lowest responsible Bidder may result in an award to a Bidder other than the Bidder that submitted the lowest Base Bid.

§ 4.1.10 If two or more Bidders submit the same Bid amount and are determined to be otherwise acceptable, the Owner may select one Bidder by lot in the presence of all such Bidders in such manner as the Owner shall determine and such selection shall be final. If one of the Bidders refuses to participate in or fails to be present, the remaining Bidder shall be selected.

§ 4.1.11 UNIT PRICES.

§ 4.1.11.1 If Unit Prices are requested on the Bid Form, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the Bid Form and the actual quantities provided. If Unit Prices are stated to be sought only for informational purposes, they shall not be included in the Bid amount.

§ 4.1.11.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not

include the Contractor's fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

§ 4.1.11.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made.

§ 4.1.11.4 The Bidder agrees that the Owner may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract.

§ 4.1.12 ALLOWANCES

§ 4.1.12.1 If Allowances are provided in the Bidding Documents, including the **Bid Form**, the amount of each applicable Allowance shall be included in the Base Bid amount.

§ 4.2 BID GUARANTY/BOND

§ 4.2.1 A Bid Guaranty payable to the Owner and meeting the requirements of Ohio Revised Code Section 153.54 shall be submitted with the Bidders Bid in the form of either (i) a bid guaranty and contract bond and meeting the requirements of Ohio Revised Code Sections 153.54(A)(1), 153.54(B) and 153.571 or (ii) a certified check, cashier's check or letter of credit meeting the requirements of Ohio Revised Code Section 153.54(A)(2) and 153.54(C). The Bid Guaranty shall serve as an assurance that the Bidder will, upon acceptance of the Bid by the Owner, comply with all conditions for the execution of the Contract within the time specified.

§ 4.2.1.1. The amount of the bid guaranty and contract bond under Section 4.2.1(i) herein should be the full amount of the Bidder's Base Bid plus all add Alternates with no deduction for any deduct Alternates; a percentage is not acceptable. If the blank line on the bid guaranty and contract bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus all accepted Alternates. If an amount is inserted, then the failure to state an amount equal to or greater than the total of the Base Bid plus all add Alternates that are accepted shall make the Bid non-responsive. If the successful Bidder provided a bid guaranty and contract bond as its Bid Guaranty under Section 4.2.1(i) and this Subsection 4.2.1.1, then the bid guaranty and contract bond shall become the performance and payment bond.

§ 4.2.1.2. A certified check, cashier's check or letter of credit under Section 4.2.1(ii) herein should be equal to ten (10) percent of the Base Bid plus all add Alternates, and a failure to provide an amount equal to or greater than ten (10) percent of the total of the Base Bid plus all add Alternates that are accepted shall make the Bid non-responsive. Any letter of credit shall be revocable only by the Owner. Successful Bidders that provide a Bid Guaranty in the form of a certified check, cashier's check or letter of credit under Section 4.2.1(ii) and this subsection 4.2.1.2 shall, at the time of signing the Contract, provide a performance and payment bond meeting the requirements of Ohio Revised Code Sections 153.54(C) and 153.57.

§ 4.2.1.3 A bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be met if the surety currently has an A.M. Best Company Rating of "A-" or higher. A bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and a copy of that insurance company's certificate of compliance should be attached to the bond. Each bond shall also be supported by a power of attorney for the agent signing for the surety.

§ 4.2.2 FORFEITURE

§ 4.2.2.1 If for any reason, other than as authorized by Sections 4.4 and 4.5 herein, the Bidder fails to execute the Contract, and the Owner awards the Contract to another subsequent Bidder which the Owner determines is the lowest and best Bidder, the Bidder who failed to enter into a Contract shall be liable to the Owner for the difference between such Bidder's Bid amount and the Bid amount of the subsequent Bidder awarded the Contract, but not to exceed ten (10) percent of the Bid amount of the Bidder who failed to enter into a Contract. For purposes of this Section 4.2.2, the Bid amount shall mean the Base Bid and Alternates selected by the Owner.

§ 4.2.2.2 If the subsequent Bidder also fails or refuses to execute the Contract, the liability of such subsequent Bidder shall be the amount of the difference between the Bid amount of such subsequent Bidder and the Bid amount of another subsequent Bidder which the Owner determines is the lowest and best Bidder, but not in excess of ten (10) percent of the Bid amount of the subsequent Bidder who failed to enter into a Contract. Liability on account of an award to each succeeding lowest and best Bidder shall be determined in like manner.

§ 4.2.2.3 If the Owner does not award the Contract to another Bidder which the Owner determines is the next lowest and best Bidder, but resubmits the Project for bidding, the Bidder failing to execute the Contract shall be liable to the Owner for the costs in connection with the resubmission, of printing new Bidding Documents, required advertising and printing and mailing notices to prospective Bidders, but not to exceed ten percent (10%) of such Bidder's Bid amount.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 The Bid, the Bid Guaranty, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be delivered to the designated location not later than the time and date for receipt of Bids. The cancellation or delay of the normal business activities of the Owner shall not be construed as an extension of the time and date for the receipt and opening of Bids. Bids received after the time and date for receipt of Bids will be returned unopened regardless of the reason for the delay. The designated time for determining the opening of Bids shall be the atomic time as indicated on the computer located in the lobby of the district office of Owner.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids, regardless of the method of delivery. Ample time should be allowed for transmittal of Bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where Bids are to be opened.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

§ 4.3.5 Form of Bid

§ 4.3.5.1 Bids shall not contain a recapitulation of the Work to be done.

§ 4.3.5.2 Before submitting a Bid, Bidders should carefully examine all of the Bidding Documents, visit the site and fully inform themselves as to all existing conditions and limitations that may affect the Work, including prevailing climate conditions and when the Work will be performed. Each Contractor shall be responsible for its portion of the Work regardless of what drawing it may appear on or specification division it is described in.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING

§ 4.4.1 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A modification to the Bid amount shall be worded as not to reveal the amount of the original Bid, and changes shall provide an amount to be added to or subtracted from the Bid amount so that the final Bid amount can be determined only after the sealed envelope is opened.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. The Bid Guaranty shall be in an amount sufficient for the Bid as resubmitted.

§4.5 WITHDRAWAL OF BID AFTER BID OPENING

§4.5.1 Following the Bid opening, withdrawal of Bids shall be governed by Ohio Revised Code Section 9.31.

§4.5.2 A Bidder may withdraw a Bid from consideration after the Bid opening if the Bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the Bid amount.

§4.5.2.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Owner within two (2) business

days after the conclusion of the Bid opening. The Owner reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

§4.5.2.2 No Bid may be withdrawn under Section 4.5.2 which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

§4.5.3 If a Bidder withdraws its Bid under Section 4.5.2, the Owner may award the Contract to the next lowest and best Bidder, or reject all Bids and rebid the Project. In the event the Owner rebids the Project, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Bidding Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Owner finds that these costs would not have been incurred but for the withdrawal.

§4.5.4 If the Owner contests the right of a Bidder to withdraw a Bid pursuant to Section 4.5.2, it shall hold a hearing within ten (10) days after the Bid opening and the Owner shall issue an order allowing or denying the claim of this right within five (5) days after the hearing is concluded. The Owner shall give the withdrawing Bidder timely notice of the time and place of the hearing. The Owner shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing, and the Bidder shall pay the costs of the hearing. Pursuant to Ohio Revised Code Section 119.12, the Bidder may appeal the order of the Owner.

§4.5.5 In the event the Owner denies the request for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Owner may reject all Bids or award the Contract to the next lowest and best Bidder.

§4.5.6 A Bidder who is permitted to withdraw a Bid under Section 4.5.2 shall not supply material or labor to, or perform a subcontract or other work for, the person to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted, without the Owner's prior written consent. The person to whom the Contract was awarded and the withdrawing Bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval, in addition to the penalty provided for in Ohio Revised Code Section 2913.31.

§4.5.7 A request for a withdrawal of a Bid that is made more than two business days after the conclusion of the Bid opening shall be subject to Section 4.2.2 herein.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

§ 5.1.1 Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders. Bids will be recorded showing the date and time received. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be accepted for the premature opening of a Bid not properly addressed and identified.

§ 5.1.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

§ 5.1.3 The contents of the Bid envelope shall be a public record and open for inspection, upon request, at any time after the completion of the entire Bid opening, except for any information that is not defined as a public record under Ohio law.

§ 5.1.4 All Bids shall remain open for acceptance for sixty (60) days following the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date.

§ 5.2 BID EVALUATION

§ 5.2.1 The Owner shall have the right in its sole discretion to reject any or all Bids and submit the Project or any components thereof for re-bidding. A Bid not accompanied by a required Bid Guaranty or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.2.2 The Owner will have the right to take such steps as it deems necessary to determine the responsibility of the Bidder and the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such data for this purpose as they may request. Such data may include but not be limited to:

§ 5.2.2.1 Overall experience of the Bidder, including number of years in business under present and former

business names. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining the overall experience of the Bidder;

- § 5.2.2.2** Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;
- § 5.2.2.3** Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA or other regulating entity issues or citations in the last ten (10) years;
- § 5.2.2.4** Certified financial statement, bank references, and information concerning Bidder as reported by Dun & Bradstreet and other similar reporting services which are not a public record under Ohio Revised Code 149.43;
- § 5.2.2.5** Description of relevant equipment and facilities of the Bidder;
- § 5.2.2.6** Description of the management experience of the Bidder's project manager(s) and superintendent(s);
- § 5.2.2.7** Complete list of Subcontractors which the Bidder proposes to employ on the Project;
- § 5.2.2.8** Current Ohio Workers' Compensation Certificate;
- § 5.2.2.9** If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action;
- § 5.2.2.10** Any prior rejections of a Bid submitted by the Bidder on a public project.

§ 5.2.3 Failure to timely submit the requested information may be grounds for rejecting the Bid.

§ 5.2.4 The right is reserved to reject Bids where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is a qualified Bidder.

§ 5.2.5 Bids which contain qualifications or conditions that are contrary to the text or intent of the Bidding Documents, and which are inserted in the Bid or submitted subsequent to the Bid opening for the purpose of limiting or otherwise qualifying the obligations of the Bidder, outside of the text or intent of the Bidding Documents, may be subject to disqualification.

§ 5.2.6 The Owner reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time, who is not in a position to perform the Contract, or who has habitually, and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material persons, or employees.

§ 5.2.7 The Owner reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the Bid amount or otherwise give the Bidder a competitive advantage.

§ 5.2.8 The Bidder authorizes the Owner and its representatives to contact the owners and professionals (including but not limited to architects, engineers and construction managers) on projects on which the Bidder has worked. Bidder shall provide the full contact information for such owners and professionals, and Bidder authorizes such owners and professionals to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its Bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 Subject to the right of the Owner to reject each and every Bid, the Owner will award the Contract for the Work to the lowest and best Bidder. In determining which Bid is the lowest and best Bid, the Owner may take into consideration not only the amount of the Base Bid and the Bids for any Alternate the Owner determines to accept

but such of the following criteria as Owner, in its discretion, deems appropriate, and Owner may give such weight thereto as it deems appropriate:

- § 5.3.1.1 The Bidder's financial condition and ability to complete the Contract successfully without resort to its surety;
- § 5.3.1.2 The Bidder's prior experience, including experience with similar work on comparable or more complex projects;
- § 5.3.1.3 The management skills of the Bidder, including the competency and experience of the Bidder's proposed supervisory and management staff and the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning and electrical branches or classes of the Work;
- § 5.3.1.4 The Bidder's prior history for the successful and timely completion of projects;
- § 5.3.1.5 The Bidder's equipment and facilities;
- § 5.3.1.6 The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
- § 5.3.1.7 The Bidder's prior experience on other projects of the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Bidding Documents and on time;
- § 5.3.1.8 The Bidder's history of compliance with federal, state, and local laws, rules, and regulations.
- § 5.3.1.9 A Bidder who submits a Bid for Work as a mechanical Contractor, i.e., for electrical, plumbing, hydronics, refrigeration or heating, ventilating and air conditioning, may be required to submit evidence of licensure by the Ohio Construction Industry Licensing Board;
- § 5.3.1.10 The Owner's prior experience with the Bidder's surety;
- § 5.3.1.11 The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for Bidder;
- § 5.3.1.12 The Bidder's ability to work with the Owner, the Owner's design professional and other Project personnel as a willing, cooperative and successful team member;
- § 5.3.1.13 The Bidder shall certify it has not had a professional license revoked in the past five years in Ohio or in any other state;
- § 5.3.1.14 The Bidder shall certify it has not been debarred from any public contract, federal, state or local, in the past five years;
- § 5.3.1.15 Other essential factors as deemed appropriate by the Owner;
- § 5.3.1.16 The foregoing information with respect to each of the subcontractors and suppliers that the Bidder intends to use on the Project.

ARTICLE 6 ITEMS TO BE SUBMITTED WITH BID

§ 6.1 Each Bidder shall submit with its Bid the completed Bid Form and Bid Guaranty as set forth in Section 4.2.

§ 6.2 SUBMITTALS

§ 6.2.1 The Bidder shall within 48 hours after Bid opening, or such longer time as may be permitted by Owner, furnish to the Owner in writing the following information. Failure to submit this information within the required time may be grounds for rejection of the Bid as nonresponsive:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work;
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work;
- .4 the list of all proposed Subcontractors and suppliers;
- .5 the breakdown of the labor and material for the Project, including the sum thereof;
- .6 a completed Statement of Bidder's Qualifications included in the Bidding Documents; and
- .7 evidence of authority of the individual signing the Bid to bind the Bidder.

§ 6.2.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish materials and perform the Work described in the Bidding Documents.

§ 6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder in writing if, after due investigation, the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder shall submit an acceptable substitute person or entity at no additional cost to Owner.

§ 6.2.4 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Owner.

§ 6.3 NOTICE OF INTENT TO AWARD

§ 6.3.1 The Owner shall notify the apparent successful Bidder of the Owner's intent to award the Bid of the Bidder upon satisfactory compliance by Bidder with the conditions specified in Section 8.4 herein. The Owner reserves the right in its sole discretion to rescind the notice at any time. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best Bidder.

§ 6.3.2 It is understood that issuance of the notice by the Owner does not constitute the formation of a Contract between Owner and Bidder, and it is further understood that acceptance by the Owner's governing body of the Bidder's Bid and the execution of a formal written Agreement by both the Owner and Bidder, which Agreement must contain a fiscal officer certificate as required by statute, are conditions to the formation of a Contract.

ARTICLE 7 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on the form of Contract Between Owner and Contractor as contained in the Bidding Documents.

ARTICLE 8 SUPPLEMENTAL BIDDING INFORMATION

§ 8.1 Communications for the administration of the Contract shall be as set forth in the Contract and, in general, shall be through the Owner.

§ 8.2 If the Owner and a Bidder enter into a contract within 60 days of the Bid opening, the Contractor shall pay any and all material, labor or subcontract cost increases which have occurred since the Bid opening. Contracts entered into beyond the 60-day period may contain additional amounts for cost increases if the cause for delay is not the fault of the Contractor.

§ 8.3 By submitting a Bid, the Bidder represents that the Bidder is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Bidder has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under this section.

§ 8.4 Prior to the signing of a Contract, the successful Bidder shall furnish (i) certificates of insurance meeting the requirement of the Contract, (ii) performance and payment bond (if required by, and not already provided in accordance with, Section 4.2 herein), (iii) Ohio Workers' Compensation certificates, (iv) Ohio Secretary of State certification, (v) tax affidavit (Ohio Revised Code Section 5719.042), (vi) contractor consent to escrow agent/agreement or waiver of escrow, and (vii) Proof of enrollment in good standing in the Ohio Bureau of Workers' Compensation ("BWC") Drug-Free Workplace Program ("DFWP") or an equivalent BWC approved DFWP in accordance with Ohio Revised Code Sections 153.03 to 153.031.

§ 8.4.1 The award of the Contract and the execution of the Contract are based upon the expectation that the lowest and best Bidder will comply with the conditions of Section 8.4.

§ 8.4.2 Noncompliance with the conditions within five (5) days of the date that the Bidder is notified of the notice of intent to award the Contract in accordance with Section 6.3 herein shall be cause for the Owner to cancel the award for the Bidder's lack of responsiveness and award the Contract to another Bidder which the Owner determines is the next lowest and best Bidder, or resubmit the Contract for bidding, at the discretion of the Owner.

§ 8.4.3 The Owner may extend the time for compliance with the conditions for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract.

ARTICLE 9. PREVAILING WAGE RATES

§ 9.1 Attention of the Bidder is called to the Prevailing Wage requirements of Ohio Revised Code Chapter 4115 regarding rates of wages to be paid for all classes of work under the Contract. Unless otherwise specifically provided in the Notice to Bidders or an Addendum to the Bidding Documents, the Contractor to whom the award is made, and all of its Subcontractors, will be required to pay to laborers and mechanics performing Work not less than the Prevailing

Wage rates indicated for the various classes of work required for the Project as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

§ 9.2 Every Contractor and Subcontractor who is subject to Chapter 4115 of the Revised Code shall, as soon as Contractor begins performance under the Contract, supply to the Owner's Prevailing Wage coordinator a schedule of the dates during the life of the Contract on which Contractor is required to pay wages to employees. Contractor shall also deliver to the Owner's Prevailing Wage coordinator a certified copy of its payroll, within two weeks after the initial pay date and each month thereafter, which shall exhibit for each employee paid any wages, its name, current address, social security number, number of hours worked during each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wage. If the life of the Contract is to be less than four months, then all reports after the initial report shall be filed weekly. The certification of each payroll shall be executed by the Contractor, or duly appointed agent thereof and shall recite that the payroll is current and complete and that the wage rates shown are not less than those required by the Contract.

§ 9.3 The Contractor to whom an award is made shall post in a prominent place readily accessible by all workers on the site, a legible listing of the current classifications of laborers, workers, and mechanics employed under the Contract, shall ensure that the rates posted are current and remain posted in legible condition during the period of the Contract, and Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in Prevailing Wage rates, except as otherwise provided by applicable law.

BID FORM

Submitted by _____
NAME of COMPANY/PARTNERSHIP/PROPRIETORSHIP

TO Metro Parks (“Owner”), for Homestead Metro Park, Site Improvements – Phase 1 as specified, all in accordance with the drawings and specifications provided therefor.

The signer of the Bid Form, as Bidder, understands that the Work for which this Bid is submitted is based on the Prevailing Wage rates, if indicated as applicable in the Bidding Documents.

The signer of the Bid Form, as Bidder, also declares that the only person, persons, company, or parties interested in the Bid, are named in this Bid, that Bidder has carefully examined all documents relative to the drawings and specifications, that Bidder or Bidder’s representative has made such investigation as is necessary to determine the character and extent of the Work, and Bidder proposes and agrees that if this Bid be accepted, Bidder will contract with Owner, in the form of the Contract between Owner and Contractor, to complete the Work within the time mentioned in the Notice to Bidders and according to the requirements herein and hereinafter set forth, and furnish the required bonds for the following prices, to wit.

The Bidder shall include the following with this Bid:

This completed Bid Form

The Bid Guaranty as required by Section 4.2 of the Instructions to Bidders.

Any other documents required by the Bidding Document.

Failure to provide the above documents or information may render your bid non-responsive and may be cause for rejection.

BID FORM (Continued)

BID SCHEDULE

Bidder acknowledges receipt of the following ADDENDUM(S) _____, _____, _____, _____.

PROJECT DESCRIPTION: Completion of all work associated with Homestead Metro Park, Site Improvements – Phase 1 as specified.

Base Bid

Item	Unit	Total
1. General Conditions	Lump Sum	_____
2. Demolition	Lump Sum	_____
3. Earthwork & SWPP	Lump Sum	_____
4. Site Improvements	Lump Sum	_____
5. Utility	Lump Sum	_____
		TOTAL _____

BASE BID FOR ALL LABOR, MATERIALS AND OTHER COSTS WRITTEN AMOUNT

The Owner reserves the right to reject any and all bids or any part thereof. In addition, Owner reserves the right to award contracts together or individually and the right to non-perform any specific projects or bid items. Bid must be typewritten or completed in ink to be considered valid.

Bid submitted by: _____
(Print name of Bidder)

Bidder is (check one): _____ Corporation _____ Partnership _____ Individual
Proprietorship

(Include necessary affidavits where required)

Signed by _____

Signature _____

Address _____

City/State/Zip: _____

Phone _____

Fax _____

Email _____

Federal Identification Number _____

Date _____

BIDDER'S SIGNATURE AND BUSINESS INFORMATION

Residence of Bidder, if individual proprietorship: _____

If Partnership:

Names of Partners: _____

If Corporation:

Organized under the laws of the state of _____

Name/Address of President: _____

Name/Address of Treasurer: _____

BID FORM (Continued)

AFFIDAVIT

(To be executed if the bidder is a corporation)

COUNTY OF:

STATE OF:

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

is Secretary of _____
Name of Corporation

a corporation organized and existing under and by virtue of the law of the State

of _____, and having its principal office at _____

_____. Affiant further says that

He/she is familiar with the records, minute books and by-laws of _____

_____.
Corporation Name

Affiant further says that _____
Officer's Name

is _____ of the corporation and is duly authorized to

Title
sign a contract for _____ for said
Project Description

corporation by virtue of _____.
(Bylaws or Resolution of Bd. of Directors)

Affiant

Sworn to before me this _____ day of _____.

Notary Public

County of _____, State of _____

My Commission expires _____

SUBSTITUTION SHEET

All bids shall be based upon the "Standards' specified.

(See "STANDARDS--SUBSTITUTIONS")

Bidders desiring to make substitutions for "Standards" specified shall list such proposed substitutions below, together with data, information, regulations and certifications to allow the Owner to evaluate the proposed substitution.

MAKE SPECIFIED

MAKE SUBSTITUTED

[illegible]

STATEMENT OF BIDDER'S QUALIFICATIONS

This document must be submitted with the Bid. Failure to comply can result in rejection of the Bid.

All questions must be answered. All data requested must be clear and comprehensive. This statement must be notarized. Answers to these questions are to be provided on separate sheet(s) and titled "Statement of Bidder's Qualifications".

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years you have been engaged in the contracting business.
6. Contracts on hand: Show amount of each contract, dates of completion.
7. General character of work performed by your company as a prime contractor.
8. Have you ever defaulted on a contract? If so, when, where, and why?
9. List Bidder's relevant facilities and major equipment, leased or owned, available for this Contract.
10. List experience in construction work similar to this Project.
11. Names and background of the principal members of your organization, including officers.
12. Credit available.
13. Give bank references.
14. Will you, if requested, fill out a detailed financial statement and furnish any other information that may be required?
15. List all projects, and status, currently under contract with the Columbus and Franklin County Metro Parks.
16. List projects previously performed for Columbus and Franklin County Metro Parks and the year performed.
17. List all subcontractors and suppliers that will be associated with this contract if awarded.
18. Describe proposed construction procedures, scheduling, equipment, personnel, hauling and disposal of material for this project.

20. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidders Qualifications.

by _____

Title _____

County of _____

Notary Public

[SEAL]

BID GUARANTY AND CONTRACT BOND
Section 153.571 O.R.C.

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

(Insert full name or legal title of Bidder and address)

as Principal and

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto Columbus and Franklin County Metropolitan Park District, 1069 WEST MAIN STREET, WESTERVILLE, OHIO, 43081, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

(Insert full name of project)

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

_____ dollars (\$_____). If the foregoing line is left blank, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind heirs, our executors, administrators, successors, assigns, and ourselves.

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

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

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

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____

PRINCIPAL

by: _____

Title: _____

SURETY

BY: _____

Attorney-in-fact

Surety address

Surety City/State/Zip

SURETY AGENT

Agent address

Agent City/State/Zip

DELINQUENT TAX AFFIDAVIT

Section 5719.042 O.R.C.

State of _____, County of _____ ss:

_____ being first duly sworn, deposes and

says that he/she is the _____

Title

of _____

(Name of Vendor)

and as its duly authorized representative states that effective this _____

day of _____ (date of submission of bid) the

(Name of Vendor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
---------------	---

_____ County	\$ _____
--------------	----------

_____ County	\$ _____
--------------	----------

_____ County	\$ _____
--------------	----------

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed this _____ day of _____

Notary Public

My commission expires _____.

CONTRACT BETWEEN OWNER AND CONTRACTOR

This Contract made this _____ day of _____ by and between **the Columbus and Franklin County Metropolitan Park District**, 1069 West Main Street, Westerville, Ohio 43081 ("Owner"), and _____ ("Contractor") for the following Project:

[_____].

In consideration of the mutual promises herein contained, the Contractor and the Owner agree as set forth below

Article 1. The Contract Documents consist of this Contract Between Owner and Contractor, the Bidding Requirements, the General Provisions, drawings, specifications, Addenda issued prior to execution of this Contract, other documents designated in the project manual as a Contract Document, and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. A "Modification" is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral

Article 2. The Contractor shall perform all of the Work described in the Contract Documents and reasonably inferable therefrom by the Contractor as necessary to produce the results intended by the Contract Documents.

Article 3. The Owner shall pay the Contractor for the proper, timely and complete performance of the Contract, subject to additions and deductions as provided in the Contract Documents, the amount of _____ (the "Contract Sum").

Article 4. The Contractor shall commence the Work on the date set forth in the Notice to Proceed, diligently prosecute the Work and shall complete all Work so that Substantial Completion occurs on or before _____, 2023, unless the Contractor timely requests and the Owner grants an extension of time in accordance with the Contract Documents. Failure by the Contractor to timely complete all Work shall entitle the Owner to liquidated damages as provided in the Contract Documents.

Article 5. Miscellaneous

5.1 The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor, form the basis of the Contract between the Owner and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. The Contract Documents shall be considered to be incorporated by reference into this Contract between Owner and Contractor as if fully rewritten herein.

5.2 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other

persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

5.3 The Contract shall be binding on the Contractor and Owner, their successors and assigns, as to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

5.4 Notwithstanding anything to contrary elsewhere in the Contract Documents, the Contractor shall be an independent contractor and not an agent or employee of Owner, nor shall the Owner and the Contractor be, or be deemed to be, partners, joint venturers or otherwise engaged in a joint venture or enterprise.

5.5 Except for intended third-party beneficiaries expressly provided for in the Contract Documents, no person other than the Owner and the Contractor will have any right or interest under the Contract and the Contract does not create a contractual relationship between any person other than the Owner and the Contractor.

5.6 All representations, indemnity obligations, warranties, guaranties and necessarily continuing obligations under the Contract will survive final payment and final acceptance of the Work, and termination or completion of the Contract.

5.7 This Contract has been executed in several counterparts, each of which shall constitute and be regarded as a complete original Contract which may be introduced in evidence or used for any other purpose without production of any other counterparts and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the said parties hereunto set their hand the day and year first above written.

BOARD OF PARK COMMISSIONERS
Columbus and Franklin County
Metropolitan Park District

Executive Director

CONTRACTOR

Name/Title

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Columbus and Franklin County Metropolitan Park District (Ohio) under the foregoing Agreement, certifies hereby that any moneys required to meet the obligations of the Park District in the current fiscal year under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the Park District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2025

Richard P. McGivern
Finance Director and Treasurer
Columbus and Franklin County
Metropolitan Park District

**NOTICE OF COMMENCEMENT FOR PUBLIC IMPROVEMENT
OHIO REVISED CODE SECTION 1311.252**

The undersigned, _____, of Columbus and Franklin County Metropolitan Park District, first being duly sworn gives the following information with respect to the indicated public improvement:

1. The name of the public improvement is:
2. The public improvement is located at
3. The Purchase Order Number for the project is
4. The name and address of the public authority is:

METRO PARKS
1069 WEST MAIN STREET
WESTERVILLE, OHIO 43081

5. The name and address of all principal contractors working on the public improvement, the trade of each contractor, and the name and address of the surety for each principal contractor are as follows:

A. Contractor

Surety:

6. The name and address of the representative of the public authority for the purpose of serving the lien affidavit is:

STEVE STUDENMUND
METRO PARKS
1069 WEST MAIN STREET
WESTERVILLE, OHIO 43081

Signature of Affiant

COUNTY OF FRANKLIN
STATE OF OHIO

Sworn to before me, a notary public, this _____ day of _____
by _____
_____ of _____.

NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT OF CONTRACTOR OR
SUBCONTRACTOR**

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

of the

do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project & Location)

during the following period from _____ to _____
is
in accordance with the Prevailing Wages prescribed by the Contract Document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(signature of Officer or Agent)

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

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees before the Metro Parks will release the surety and/or make final payment due under the terms of the Contract.

DAILY CONSTRUCTION REPORT

DATE: _____ REPORT NUMBER: _____

CONTRACTOR: _____

PROJECT NAME: _____

WEATHER CONDITIONS:

- | | |
|-----------------------------------|-----------------------------------|
| ☐ CLEAR | ☐ WINDY |
| ☐ OVERCAST | ☐ FOG |
| ☐ RAIN | ☐ SNOW/ICE |

SITE/SOIL CONDITIONS:

- | | |
|---|--|
| ☐ WORKABLE SOILS | ☐ MUDDY SURFACE |
| ☐ VERY DRY/DUSTY | ☐ SATURATED |
| ☐ STANDING WATER | ☐ FROZEN SOILS |

TEMPERATURE RANGE: _____

MANPOWER ON JOB:

WORK PERFORMED:

PROBLEMS ENCOUNTERED:

COMMENTS:

GENERAL PROVISIONS

1. Definitions

If the words "**Metropolitan Park District**", "**Columbus and Franklin County Metro Parks**" or "**Metro Parks**" are used or implied in the Contract Documents, it shall refer to **the Owner as defined in the Contract between Owner and Contractor**, or any agent, architect or engineer or authorized by the Owner.

Whenever the word "**Contractor**" is used or implied in the Contract Documents, it shall refer to the Contractor, partnership, firm of contractors, or their subcontractor, undertaking a contract for these specifications.

2. Authority of Owner

The Owner shall have full authority to do any or all of the following things:

Interpret drawings, etc.-- to interpret the meaning of the drawings and specifications when necessary and to decide all questions that may arise relative to the fulfillment of this Contract.

Judge of Quality.-- To be the sole judge of the quality and fitness of all material and workmanship; to supervise all tests; to inspect all work and material at the factory, on the grounds or after placing in the ground; and to reject any work or material which, in Owner's judgment does not fully conform to the drawings and specifications.

Power to Reject.--Owner may reject faulty work or material at any time prior to the final acceptance of the work, notwithstanding that it may have been previously overlooked or may have become damaged after previous inspection, even though it may have been estimated or paid for. Any rejected work shall be rejected material and shall be removed from the job by the Contractor and not returned to any part of the work.

Enforce Laws.--To enforce all laws, rules and regulations and requirements of the drawings and specifications, including such detailed drawings prepared during construction.

Judge Foundation Material.--To judge the suitability of all foundations and to order unsuitable foundation material excavated to such depths as Owner considers necessary and the excavation refilled in such manner and with such material as Owner may deem proper.

Fix Time and Place of Work.--To fix the time and place where work shall be started and carried on, and to order the work carried on simultaneously at two or more points if Owner deems necessary.

Length of Trench.--To determine the length of trench which shall be kept open at any time.

Precaution Against Damage.--To require additional precautions against damage or accident of any and all kinds, whether to the work, the public, or any public or private property. This power shall not, however, relieve the Contractor of any responsibility for providing proper safeguards, or for any such damage or accident.

Extra Work.--To sign and give orders for extra work, when such work if necessary, under the provisions of this Contract.

Cleaning Up.--To order all dirt, rubbish and other material cleaned up immediately after backfilling and to have such cleaning done at the expense of the Contractor in case such order is not complied with within three days.

Discharge Employees.--To order the Contractor to discharge any employee who is disorderly or disrespectful or who persistently does careless or unsatisfactory work.

Stop Work.--To stop the work if any provision of the contract or specifications is being violated.

Assistants.--To deputize assistants and inspectors to act for Owner in any of its powers and duties and such assistants and inspectors shall exercise all powers of the Owner within the limits of the specific authority given by Owner to each.

Amount and Quality.--To determine the amount and quality of the several kinds of work which are to be paid for hereunder, including extra work.

Monthly Estimates.--To prepare and sign approximate monthly estimates.

Final Estimates.--To examine the work when notified of its completion and, if fully completed to Owner' satisfaction, make the necessary measurements and prepare and sign the final estimate.

Violation of Contract.--To notify the Contractor in writing of any violation of the Contract.

Extension of Time.--To determine the proper length of any extension of time provided for under this Contract.

3. Owner to Give Instructions

It is mutually agreed that wherever in this Contract the words "as directed", "as required", "permitted", "approval", "suitable", "ordered", "proper", "satisfactory", or words of similar import are used, they shall be understood to refer to the instructions and judgment of the Owner as applied to each particular case.

4. Designated Representative

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. Owner may change the representative upon written notice to the Contractor, and the Owner may modify the scope of authority of the representative in like manner. The Contractor acknowledges and agrees that the Owner is a political subdivision subject to the applicable laws of the State of Ohio, that the representative may act only to the extent of the authority granted by the Owner's legislative body, and that some decisions will require action by the Owner's legislative body

5. Drawings and Specifications

The drawings are the graphic and pictorial portions of the Project showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, and the specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services, as may be furnished by the Owner. Work shown on the plans and not mentioned in the specifications, or vice versa, shall be done as if shown on both, and should any actual or apparent conflicts, inconsistencies or errors be found the Contractor shall notify the Owner as soon as they are discovered and shall not proceed with any work affected thereby until the matter has been properly clarified or corrected by the Owner.

6. Work to be Complete

The intent of these specifications is to provide for the work herein outlined to be full and complete in every detail for the purpose designated, and the Contractor hereby agrees to furnish everything necessary and reasonably inferable for such construction, notwithstanding any omissions or errors in the Contract Documents.

7. Employ Only Competent Persons

The Contractor shall employ only competent and skillful persons to do the work and whenever the Owner shall inform the Contractor that any person on the work is, in Owner' opinion, incompetent, unfaithful, or disorderly, or is refusing to carry out the provision of the Contract, or who persistently does careless or

unsatisfactory work, or uses disrespectful, threatening or abusive language to any official having supervision of the work or to the public, such person shall be discharged from the work, and shall not again be employed without the written consent of the Owner.

8. Responsibility of Contractor

A. The Contractor shall assume full responsibility for the work and shall bear all losses resulting to the Contractor on account of: the amount or character of the work, from any unforeseen delays, obstructions or difficulties which may be encountered, or because the nature of the ground, earth or rock in or on which the work is to be done is different from what is assumed or was expected, or on account of the weather, floods or other causes.

B. The Contractor shall indemnify and hold harmless the Owner and the Owner's design professionals, and agents and employees of them from and against claims, damages, fines, penalties, punitive damages, losses and expenses, including but not limited to attorneys' and consultants' fees and the cost of their staff, arising out of or related to the Contractor's performance of the Work and its obligations under the Contract, including but not limited to claims for bodily injury, sickness, disease or death, or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of separate contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens, attested accounts, and claims related to the removal, handling or use of hazardous materials. Without limiting any other remedy that may be available to it, the Owner may set off an amount equal to the sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

C. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract Documents, are encountered at the site, Contractor shall promptly notify the Owner of the specific differing conditions before they are disturbed or the affected work is performed. Upon notification, the Owner will investigate the conditions and if it is determined that the conditions materially differ and justify an increase or decrease in the cost or time required for the performance of any work under the contract, Owner will make an adjustment and modify the Contract. The Owner will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

9. Contractor's Construction Schedule

The Contractor is responsible for scheduling the Work and coordinating the subcontractors. The Contractor, prior to commencement of the Work, shall submit for the Owner's approval a construction schedule for the Work. The schedule shall not exceed time limits established under the Contract Documents, shall be related to the entire Project, shall allow the Owner reasonable time to review submittals, and shall provide for expeditious and practicable execution of the Work. The Owner reserves the right to withhold progress payments to Contractor without a schedule approved by the Owner. The Contractor shall provide periodic progress reports as requested to the Owner on the status of the work, which progress report shall include recommendations for adjusting the construction schedule to meet milestone completion, Substantial Completion and final completion dates. In the event that critical path activities, schedule milestone completion dates, Substantial Completion or final completion dates will not be met, Contractor shall devise an affirmative time recovery plan acceptable to the Owner to avoid or minimize any delay.

10. Unit Prices

The Contractor agrees that the Owner may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract. Payments based on a Unit Price will be made to the Contractor only for the actual quantities of Work performed or materials

furnished in accordance with the Contract Documents. If the cost of an item for which a Unit Price is stated in the Contract changes substantially so that application of the Unit Price to the quantities of Work proposed will create an undue hardship on the Owner or the Contractor, the applicable Unit Price may be equitably adjusted by Change Order.

11. Changes in the Work

A. By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written "Change Order" signed by the Owner and Contractor, or by written "Construction Change Directive" signed by the Owner and issued to the Contractor.

B. Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, the Contractor's reasonable cost of labor, material, equipment (except that Contractor shall not include transportation costs exceeding 100 miles) and reasonable overhead and profit (not to exceed 15%), unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Owner will prepare a Change Order. The Contractor shall proceed diligently with the performance of the changes in the Work following receipt of and as set forth in the Construction Change Directive pending Contractor's receipt of a fully executed Change Order.

C. The Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not materially inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

D. Agreement on any Change Order shall constitute a final settlement of all Claims of the Contractor relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

12. Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to correct such default or neglect, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Owner's services made necessary thereby, from the payment then or thereafter due the Contractor.

13. Subcontractors

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work and which may include the furnishing of supplies, materials, equipment or services. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

B. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work and which may include the furnishing of supplies, materials, equipment or services. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor of any tier or an authorized representative of the Sub-subcontractor.

C. Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of the Subcontractors or suppliers for each of the principal portions of the Work, the portion of the Work to be performed by the Subcontractor or supplier, and the names, titles and contact information for the principal point of contact for each Subcontractor or supplier. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers and the Contractor shall engage the services of another subcontractor at no additional cost to Owner. Contractor shall be responsible for the performance of all Work required under the Contract, regardless of whether it is self-performed by Contractor, a Subcontractor or any lower tier sub-subcontractor, and Contractor shall be responsible for the acts and omissions of its Subcontractors and lower tier sub-subcontractors in the performance of the Work

D. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall provide that the Owner is a third party beneficiary of the subcontract agreement and shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Contractor shall promptly provide to Owner copies of any agreement between the Contractor and a Subcontractor along with copies of all bids or other proposals from Subcontractors. The subcontract form between the Contractor and a Subcontractor shall meet the applicable requirements of Ohio Administrative Code 153:1-3-01 and 153:1-3-02.

E. Contractor shall pay its Subcontractors on demand, at any time after the certification of the Application for Payment by the Owner should otherwise have been issued, provided the Owner's failure to certify payment is not the fault of a particular Subcontractor and provided the Contractor is not in a bona fide dispute with that Subcontractor affecting payment. Nothing within this Section or in the Contract shall be construed as limiting the Contractor's obligations under Revised Code 4113.61.

14. Permits and Notices

Unless specifically assumed by the Owner, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work except when building codes or applicable laws or regulations prohibit the Owner from delegating those responsibilities to the Contractor. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

15. Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are

to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after the date of the Contract, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

16. Night, Saturday, Sunday, or Holiday Work

No work shall be done during the night, or on Sundays, or holidays, except in case of emergencies or when written permission or order is given. Saturday work must be approved by the Owner.

17. Sanitary Regulations

Sanitary regulations as may be prescribed shall be obeyed and followed by the Contractor without extra charge. Suitable sanitary conveniences and plenty of pure water shall be furnished by the Contractor for the use of employees. Offensive or unsanitary conditions in the trenches or excavations or about the work shall be removed by the Contractor at its own expense.

18. Payments

A. The Contractor shall submit a schedule of values to the Owner within five (5) days following the date of commencement of the Work, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Application for Payment. Any changes to the schedule of values, including changes to the Contract Sum and changes required by the Owner if the Owner subsequently determines the schedule of values to be in any way unreasonable or inaccurate, shall be promptly submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's subsequent Application for Payment. The Contractor shall utilize AIA Document G-703 in submitting its schedule of values unless a different form is designated.

B. The Contractor may submit to the Owner by the 25th of each month an invoice for payment for the completion of work as of that time ("Application for Payment"). Payments for work completed shall be made to the Contractor by the 20th of the following month. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Contractor shall submit with EACH Application for Payment, (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the previous Application for Payment was submitted have been paid or otherwise satisfied; (ii) a current list of the Subcontractors and suppliers showing their respective contract sums, amounts paid, and amounts due; (iii) schedule of all materials and equipment stored on-site; (iv) documentation required for materials and equipment stored off-site; (v) conditional lien waivers and releases from all Subcontractors and suppliers to be paid from the payment resulting from the Application for Payment; (vi) unconditional lien waivers and releases from all Subcontractors and suppliers for which Contractor was required to provide a conditional lien waiver in connection with a prior Application for Payment; and (vii) such other data substantiating the Contractor's right to payment that the Owner may require, such as copies of requisitions, and shall reflect retainage if provided for in the Contract Documents. The Owner shall review each such payment request and may make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing. If the Owner does not include an Application for Payment form in the Contract Documents, then the Contractor shall use AIA Documents G-702, Application and Certificate for Payment, and G-703, Continuation Sheet

C. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which certifications for payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests

19. Retainage

All payments shall be subject to the retainage requirements of Ohio Revised Code Sections 153.13, 153.14 and 153.63.

(a) Labor. Payments for labor incorporated into the Work under either a unit price or lump sum contract will be at the rate of 92 percent of the amount set forth in the Contractor's Application for Payment and approved by the Owner until the Work is 50 percent complete. When the Work is 50 percent complete, the payment for labor incorporated into the Work will be at the rate of 100 percent of the amount set forth in the Contractor's Application for Payment and approved by the Owner.

(b) Materials and Equipment. There shall be paid to the Contractor a sum at the rate of 92 percent of the invoice costs, not to exceed the scheduled value in a unit price or lump sum contract, of material delivered on the site of the Work, or suitably stored off site. The balance of the scheduled value will be payable when the materials and equipment are incorporated into the Project and accepted by Owner. The Contractor shall be paid at the rate of 100% of the scheduled value for materials incorporated into the Project. Incorporated into the Project means such materials and equipment are installed and conform to the requirements of the Project. Partial or full payment to the Contractor(s) for material, equipment, or Work in place shall not start any applicable warranty period.

(c) On Contracts totaling \$15,000 or more, unless waived by the Contractor, an escrow account shall be established in a financial institution, as escrow agent, selected by the Owner at the time Contracts are executed, and funds retained for the faithful performance of the Work shall be deposited into the escrow account when the Work is fifty percent (50%) complete as more particularly governed by Ohio Revised Code Section 153.63.

20. Substantial Completion

A. The work shall commence as set forth in the notice to proceed to Contractor, and, subject to authorized adjustments, Substantial Completion, as defined herein, shall be achieved no later than the date specified in the Contract. "Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

B. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (the "punch list"). Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

C. Upon receipt of the Contractor's punch list, the Owner will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a "Certificate of Substantial Completion" which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate of Substantial Completion; if no time is fixed in the Certificate, then Contractor shall finish all items within seven (7) days following the issuance of the Certificate of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Contractor's Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Completion of the punch list is a function of the Contractor, and **NOT** the Owner. Unless a different form is designated, the Owner shall utilize the AIA Document G704 Certificate of Substantial Completion.

D. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and

consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof except that Owner may continue to retain an amount equal to one hundred fifty percent (150%) of the cost to hire another contractor to complete the Work until said items are finally complete. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents

21. Final Completion and Final Payment

A. Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment subject to Contractor's compliance with Subpart B of this Article.

B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) as-built drawings marked with changes made during construction, (2) an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, etc., (3) a general release waiving all claims,, (4) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (5) a written statement that the insurance will be renewable to cover the period required by the Contract Documents, (6) an indexed, loose leaf binder containing all inspection reports, permits, and certificates of occupancy and licenses necessary for the occupancy of the project, (7) an indexed, loose leaf binder containing complete installation, operation, and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work, (8) documentation of any warranties, such as manufacturers' warranties or specific Subcontractor warranties, (9) a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, (10) unconditional lien waivers from all Subcontractors and suppliers and data establishing payment or satisfaction of obligations, (11) affidavits and certified payroll reports as may be required by Ohio Revised Code Chapter 4115; and (12) any other documents and items required to be submitted by Contractor in accordance with the Contract Documents.

C. The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents;
4. Contractor's indemnity obligations under this Agreement; or
5. Claims against the Owner by a Subcontractor or sub-subcontractor of any tier.

D. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

22. Liquidated Damages

If the Contractor shall fail, neglect, and/or refuse to complete any portion of the Work within the provisions of the approved construction schedule, and it is further determined that these delays directly delay Substantial Completion, Contractor shall be subject to liquidated damages (not a penalty) at the rate set forth below per calendar day for the total number of days the portion of that Work or milestone requirement is delayed beyond the completion date:

LIQUIDATED DAMAGES

Contract Amount	Dollars Per Day
\$1.00 to \$100,000.00	\$250.00
\$100,000.01 to \$500,000.00	\$500.00
\$500,000.01 to \$2,000,000.00	\$1,000.00
\$2,000,000.01 to \$5,000,000.00	\$2,000.00
\$5,000,000.01 to \$10,000,000.00	\$2,500.00
More than \$10,000,000.00	\$3,000.00

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work and shall be in addition to any other remedies available to Owner. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner upon demand. Liquidated damages are not intended to compensate the Owner for any damages the Owner incurs on account of any claims attributable to the Contractor that are brought by others, including separate contractors. In the event that the Contractor fails to pay to the Owner liquidated damages, the Owner shall deduct and retain out of the payments that may be due or become due the Contractor, the amount of such liquidated damages. The Contractor agrees to furnish written notice to the Owner of delays promptly after the Contractor becomes aware of them.

23. Ohio Department of Transportation Construction and Material Specifications (ODOT)

The current edition of the Ohio Department of Transportation Construction and Material Specifications (ODOT), and Supplemental Specifications thereto, are included as part of the specifications for this project and shall govern the construction of any portion of this project not clearly defined herein. In the event of a conflict between the Contract and the ODOT Material Specifications, the Contract shall prevail.

24. Permits, Laws and Regulations

The Contractor shall keep itself fully informed of all existing and future ordinances or resolutions of the Owner, and of all municipal, state, and national laws in any manner affecting the work herein specified and shall at all times comply with such resolutions or ordinances and laws. The Contractor shall take out all permits legally required at its own expense, and shall pay all fees and charges incident to the prosecution and completion of the work unless otherwise noted in the technical specifications. Contractor shall notify the Chief of the appropriate Fire Department and the Owner whenever a street or section of a street is about to be closed to traffic; also, when it reopened.

All pertinent Safety Data Sheets for materials used shall be submitted before final payment.

25. Termination by the Owner for Cause

A. The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is in breach of a provision of the Contract Documents.

B. When any of the reasons described in Subpart A exist, the Owner may exercise the following non-exclusive remedies which will be cumulative and without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, and provided that the reason for the termination is not cured within the seven-day period:

- .1 Exclude the Contractor from the site and, for the purpose of completing the Work or portion thereof, take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a general accounting of the costs incurred by the Owner in finishing the Work.

C. When the Owner terminates the Contract for one of the reasons stated in Subpart A, the Contractor shall not be entitled to receive further payment until the Work is finished.

D. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, then

Contractor shall be paid for Work that it satisfactorily performed prior to the date of termination but not to exceed such excess unpaid balance. If such costs and damages exceed the unpaid balance, the Contractor and the Contractor's surety shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

E. Should the Owner terminate this Agreement for cause under this Section, but that cause be subsequently found insufficient to support termination, the termination shall be deemed one of convenience.

26. Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work actually and satisfactorily executed as of the date of termination but shall not be entitled to payment, including overhead and profit, for work that was terminated and not executed. Upon receipt of written termination notice from the Owner for convenience, the Contractor shall with respect to the Work that is terminated: (i) cease operations as directed by the Owner in the notice; (ii) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. Contractor shall continue to proceed with any Work not terminated.

27. City Income Tax to be Withheld

Said Contractor hereby further agrees to pay all City Income Taxes due or payable under the provisions of Municipal Codes. Contractor further agrees to withhold all City Income Taxes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to withhold any such City Income Taxes due for work performed under this contract.

28. Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work that are not in accordance with the Contract Documents and/or manufacturer's requirements, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

29. Correction of Work

A. The Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's services and expenses made necessary thereby, shall be at the Contractor's expense.

B. If, within one year after the date the Contractor attains Substantial Completion of the work, any of the Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and charge the costs to the Contractor. Upon correction of any Work under or pursuant to this Article, the one (1) year correction period shall be

renewed and recommence with respect to the corrected Work. The obligations under this Article shall be in addition to and not in limitation of any other warranties or guarantees required of the Contractor.

30. Taxes

The Contractor shall pay applicable sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Owner will provide to Contractor, upon request, a completed State of Ohio Sales and Use Tax Construction Contract Exemption Certificate.

31. Debris and Damage To Property

All Contractors shall take precautionary measures as necessary to prevent debris from littering the Project site and to prevent damage to existing structures, vegetation to be saved, or any other adjacent feature and vegetation. Any damage shall be repaired by Contractor at the Contractor's own expense. In no event shall construction material or debris be placed beyond the job site without consent of the Owner.

32. Signs and Advertising

The Owner will erect any project signs it deems necessary for information to the public. No other sign, signs or advertising of any kind will be permitted except for job site address signs as approved by Owner.

33. Temporary Facilities

Contractor shall provide and maintain such temporary facilities as deemed necessary for progress and completion of all Project work, and in compliance with governing rules, regulations, code, ordinances and laws of agencies and utility companies having jurisdiction over work involved in this Project. Existing facilities adjacent to the work site may be available for use upon approval of the Owner. Contractor shall be responsible for all temporary work provided, and obtain any necessary permits and inspections for such work.

34. Job Conditions

A. Contractor shall not interfere with normal use of park roads in the vicinity of Project site except as absolutely necessary to execute the required work, and then only after arrangements have been made with the Owner.

B. Contractor shall not interfere with operations by Owner outside contract limit lines for the Project.

35. Vehicle Access

A. Contractor shall maintain a temporary access into the work area as necessary for vehicles and equipment of all trades requiring such access. Contractor shall repair any damage to existing pavement, vegetation, turf, and grade when damage results from operations under this Contract.

36. Temporary Barricades And Enclosures

A. Contractor shall provide temporary provisions as required to perform work, to provide safety of workers and to the public, and to provide protection of work installed.

37. Temporary Storage

Contractor shall provide suitable storage facilities for materials at the site and protect materials from weather and damage. Any temporary storage of materials at the site shall not interfere with or damage work of any contractor, work, and property of Owner. If necessary, or as directed by the Owner, stored materials shall be relocated or removed.

38. Rubbish Removal

A. Contractor shall provide means of removing rubbish from all areas of the contract as work progresses, and at frequent intervals to avoid large accumulations. Contractor shall not bury rubbish on the site.

39. Insurance

A. The Contractor shall, without interruption, maintain all forms of insurance required by law as well as insurance set forth in this Section for a minimum of two years following final completion of the work. The Contractor shall not cancel or allow to expire a policy of insurance without first securing a replacement policy so as to ensure the continuation of coverage:

1. Workers' Compensation Insurance: statutory.

2. Employer's Liability: (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

3. Commercial General Liability ("CGL"): (1) an each-occurrence limit of not less than \$2,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000. The CGL insurance shall provide at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations (shall not exclude coverage to the additional insured(s) for bodily injury or property damage), personal and advertising injury, and liability assumed under an insured contract. The CGL insurance shall not exclude coverage for damage to electronic data. The CGL policy shall be endorsed providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

4. Automobile Liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 each accident.

5. Umbrella/Excess Liability: Such policies shall be supplemented by an umbrella policy of additional protection as follows:

5.1 If the Contract Sum is \$250,000 or less: umbrella policy not required.

5.2 If the Contract Sum is between \$250,000.01 and \$1,000,000: umbrella policy shall be in the amount of \$1,000,000 aggregate.

5.3 If the Contract Sum \$1,000,000.01 or greater: umbrella policy shall be in the amount of \$2,000,000 aggregate.

6. Pollution Liability: If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Contractor shall maintain a contractor's pollution liability policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor's performance of the Work. The policy shall have an effective date, which is on or before the date of commencement of the Work.

7. Builder's Risk Insurance as necessary for the Project and equal to the Contract Sum.

B. The Contractor may use umbrella or excess liability insurance to achieve the required coverage for Commercial General Liability and Commercial Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

C. Promptly following execution of this Agreement, the Contractor shall provide the Owner with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. Each policy of insurance required to be purchased and maintained by the Contractor shall name the Owner as a certificate holder, and, with the exception of Worker's Compensation insurance, shall name the Owner as an additional insured. All certificates must contain the provision that insurance coverages cannot be canceled unless at least a 30-day notice

of such cancellation has been provided to the Owner.

D. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

E. Contractor shall immediately provide notice to Owner of the cancellation of a policy of insurance by the Contractor's insurer, and Contractor shall immediately thereafter use best efforts to procure a replacement policy so as to ensure the continuation of coverage.

F. Insurance furnished by the Owner, if any, is not intended to and will not cover equipment and materials before they are physically incorporated into the Work or Contractor tools, and the Contractor bears the entire risk of loss with respect to such equipment, materials and tools.

40. Equal Employment Opportunity

Contractor agrees to the following:

A. That, in the hiring of employees for the performance of Work under the Contract or any subcontract, Contractor and any Subcontractor or person acting on Contractor's or a Subcontractor's behalf shall not discriminate against any citizen of the state who are qualified and available to perform the services to which the employment relates by reason of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition;

B. That Contractor and any Subcontractor or person acting on Contractor's or a Subcontractor's behalf shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the Contract on account of age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition;

C. Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within thirty (30) days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to age, race, color, national origin, sex, gender, gender identity or expression, transgenderism or transsexualism, sexual orientation, citizenship, ancestry, military or veteran status, marital status, family status, pregnancy, genetic characteristics, disability or medical condition and unless the labor organization includes in its apprentice and journeyperson's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

41. Claims and Disputes

A. Claims by the Contractor for additional compensation and/or an increase in the contract time arising out of or relating to this Contract, including those alleging an error or omission by the Owner, shall be submitted to the Owner within 21 days after occurrence of the event giving rise to such claim and shall be referred initially to the Owner for decision. Such matters shall, after initial decision by the Owner or 30 days after submission of the matter to the Owner, be subject to dispute resolution as set forth in subpart C.

The Contractor shall set forth in detail the circumstances that form the basis for the claim, along with such additional supporting documentation as the Owner may require. Pending final resolution of a claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

B. The parties shall endeavor to resolve claims and disputes not resolved in accordance with Subsection A of this Section 41 in an amicable manner before having recourse to a judicial forum. In addition, the Owner and Contractor may, by written agreement, submit any disputes to non-binding mediation upon such terms as shall be mutually agreeable and such mediation shall take place at an agreed-upon location in the county where the Project is located. This Section shall not prevent either party from proceeding directly to litigation or bringing a third-party claim in pending litigation for indemnity and/or contribution.

C. For any claims and disputes not resolved in accordance with subsection B of this Section 41, litigation shall be the method of binding dispute resolution.

D. The Contract shall be governed by the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Franklin County, Ohio except when the U.S. District Court for that County is determined to have exclusive jurisdiction.

END



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September 4, 2025

Steven Studenmund
Planning & Design Manager
Metro Parks
1069 W. Main Street
Westerville, Ohio 43081

**Reference: Subsurface Exploration and Geotechnical Engineering Report
Homestead Metro Park – New Pavements
4675 Cosgray Road – Hilliard, Ohio
GCI Project No: 25-G-30449**

Dear Steven:

As you requested and authorized, Geotechnical Consultants, Inc. (GCI) performed a subsurface exploration and prepared this geotechnical engineering report for the proposed pavements at Homestead Metro Park in Hilliard, Ohio. The purpose of our work was to assess subsurface conditions and provide geotechnical recommendations for site preparation, earthwork, and pavement sections. After you have reviewed this report, contact us with any questions you have.

SITE AND PROJECT DESCRIPTION

We understand the project consists of constructing new pavements within grassed areas of Homestead Metro Park. You provided us a plan showing three boring locations. An aerial image of the site is shown below, followed by images from the day of drilling.



Aerial Image of Site (Google Earth, dated June 2025)



Area of Boring B-1



Area of Boring B-2

SUBSURFACE CONDITIONS

On August 22, 2025, GCI mobilized a truck-mounted rotary drill rig (with automatic sampling hammer) to the site. We drilled three (3) standard penetration test (SPT) borings at the requested locations. A site location map and boring location plan, a summary of the encountered subsurface conditions, and test boring logs are attached in the appendix. GCI field-located the borings using GIS coordinates and hand-held GPS equipment; boring locations shown on our plan should be considered approximate. GCI did not determine surface elevations at boring locations as part of our scope of services. We summarize our subsurface findings in the following paragraphs.

Surface Cover

Each boring encountered 0.3 feet of topsoil.

Fill Soils

Below the topsoil, boring B-1 encountered fill soils. The encountered fill was classified as brown sandy lean clay with gravel (CL) and extended to a depth of 4.5 feet in our boring. Zones of coarse gravel were noted in the fill. SPT N-values indicated material of a stiff to very stiff cohesive consistency.

Natural Soils

Below the topsoil in borings B-2 and B-3, and below the fill soil in boring B-1, we encountered natural soil classified as brown stained to mottled lean clay and lean clay with sand (classified as CL under the Unified/ASTM Classification System). N-values generally indicated materials of a stiff to very stiff cohesive consistency; soft material associated with very moist soil conditions was noted in the 0 – 1.5 feet depth sample in boring B-3. This upper clay layer extended to a depth range of 4 – 8 feet in our borings.

Below the upper clay layer, each boring encountered brown glacial till classified as sandy lean clay (CL). N-values indicated material of a stiff to very stiff cohesive consistency. Each of our borings terminated in brown till at a depth of 10 feet.

Groundwater and Soil Moisture Conditions

We did not encounter groundwater seepage during drilling. Soil samples were observed to be moist and very moist. Note that groundwater levels and soil moisture conditions can vary with changes in season and in response to precipitation events, seasonal climate changes, and other factors that may differ from the time of our measurements.

LABORATORY TESTING

We performed laboratory testing for natural moisture content on the upper samples in each boring. Results are shown in the table below.

Boring	Depth	Moisture Content
B-1	0' – 1.5'	15.2%
B-1	2' – 3.5'	10.4%
B-2	0' – 1.5'	15.0%
B-2	2' – 3.5'	19.8%
B-3	0' – 1.5'	19.6%
B-3	2' – 3.5'	19.9%

Moisture content testing revealed high moisture within samples at a depth of 2 – 3.5 feet in boring B-2 and at depths of 0 – 1.5 feet and 2 – 3.5 feet in boring B-3. Typically, clay-based materials with moisture contents near or greater than 20% (highlighted in yellow) can be problematic with regard to subgrade stability and with fill placement and compaction. The contractor and project team should be aware and allow for contingencies during subgrade preparation and earthwork activities.

COMMENTS AND RECOMMENDATIONS

Based on the boring findings, it is GCI's opinion the site geotechnical conditions are suitable for the proposed pavement areas, provided the site is prepared in accordance with the recommendations of this report. We discuss geotechnical considerations for the project below.

Site Preparation

Remove topsoil, root mat, vegetation, tree stumps, and other unsuitable materials from proposed construction areas, plus 5 feet laterally, exposing the existing soils. After initial site stripping activities, we anticipate the exposed surface will consist of either natural clayey soils or clayey fills.

Subgrade Stabilization

Once the site has been properly stripped, the exposed subgrades (natural soil or existing fill), should be thoroughly proof-rolled using a fully-loaded, tandem-axle dump truck (or equivalent) to delineate unstable conditions prior to placement of structural fill, including pavement aggregate base placement. Soft and unstable areas encountered during proof-rolling should be stabilized, or removed, and replaced with structural fill.

Subgrades displaying rutting and flexing during the proof-roll are anticipated to be stabilized by disking, aerating/drying, and re-compaction during traditionally drier times of the year. During wet seasons, partial undercutting and replacing of wet soils with structural fill, drying with soil additives such as lime, or use of geosynthetics may be needed to create a stable subgrade before placing controlled fills.

The use of soil additives, such as lime and fly ash, or installation of geosynthetics should be reviewed by GCI prior to use in the field. Fewer problems with soft subgrades are expected if work is performed during traditionally drier times of the year (i.e., late spring,

summer, and early fall). Traditionally wetter seasons (i.e., late fall, winter, and early spring) will contribute to more problems associated with soft, very moist subgrades.

New Fill Placement

Structural fill can be placed to design grade once subgrades are brought to firm and stable conditions. Non-organic site soils can be used as structural fill, provided proper moisture control is maintained. Depending on the time of year of earthwork, the fill may require drying to achieve proper compaction.

Place controlled fills in maximum 8-inch thick loose lifts and compact each lift to a minimum of 98% of the maximum Standard Proctor dry density (ASTM D-698). The moisture in the fill soils should be controlled to within $\pm 3\%$ of the optimum Standard Proctor moisture content. Depending on the time of year of earthwork, moisture adjustment of the existing fill and site soils may be required to achieve proper compaction. Clay-based site soils will compact best with a “sheepsfoot” type equipment. Granular soils will compact best with a smooth drum vibratory roller.

Compaction will be difficult to obtain if soft/unstable subgrades are not properly remediated before starting to place fill, or if the proposed fill materials contain excess moisture. We recommend that site earthwork and grading be performed during traditionally drier times of the year such as late spring, summer, and early fall. It will be difficult to obtain proper compaction during wet seasons due to excess moisture.

Pavements

Provided the site is properly prepared in accordance with the recommendations of this report, it is GCI's opinion that conventional aggregate base and flexible asphalt wearing course pavements can be used. Pavement areas should be thoroughly proof-rolled, and steel-wheel rolled to a smooth surface, prior to placement of base aggregate.

Properly prepared, we feel the site soils would have a CBR value of at least 3 (no actual testing has been performed for this subsurface exploration; this is based on our observation of the on-site soils and experience with similar project sites). While we provide below recommendations for minimum pavement sections, a specific pavement design is beyond the scope of work of this report; GCI can provide one if requested. A site-specific pavement design would require additional laboratory testing and pavement use criteria.

We assume that traffic will consist of automobiles, buses, and occasional trucks. Based on our experience with similar projects and soils, and assuming properly prepared subgrades, we recommend a minimum light-duty asphalt pavement section consisting of 3 inches of asphalt over 8 inches of aggregate base (ODOT Item 304). For heavy-duty traffic areas (such as the drive aisle and lot entrances, we recommend a pavement section consisting of a minimum of 4 inches of asphalt over 10 inches of aggregate base (ODOT Item 304). We recommend a minimum of 8 inches of air-entrained, Portland cement concrete for dumpster pad and approach areas.

Installing a medium-duty geogrid below the base aggregate course in areas subjected to stopping and turning traffic or concentrated traffic flow will increase the structural number of the pavement section and improve the pavement performance.

Providing adequate subbase drainage is important to future pavement performance.

Finger drains connecting to weep-holes in inlets, proper grading of pavement subgrades and surfaces to shed run-off, and underdrains in pavement swales are suggested subbase drainage methods and should be designed by the site civil engineer.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING

GCI provides construction materials engineering and testing services. For project continuity throughout construction, we recommend that GCI be retained to observe, test, and document:

- earthwork procedures (stripping, fill placement, compaction, etc.) and
- pavement subbase and asphalt compaction testing.

The purpose of this work is to assess that the intent of our recommendations is being followed and to make timely changes to our recommendations (as needed) in the event site conditions vary from those encountered in our borings. Please contact our field department to initiate these services.

FINAL

The intent of this study was to evaluate subsurface conditions and produce geotechnical recommendations relative to construction of the new pavement areas. GCI prepared this report for the exclusive use of Metro Parks and their consultants in accordance with generally accepted geotechnical engineering practices. No warranty, expressed or implied, is made.

The recommendations contained in this report are the opinion of GCI based on the subsurface conditions found in the borings and available development information. It should be noted that the nature and extent of variations between borings might not become evident until construction. If variations then appear evident, it will be necessary to re-evaluate the recommendations of this report. This report has been prepared for design purposes only and should not be considered sufficient to prepare an accurate bid document. We appreciate the opportunity to provide our services. Please do not hesitate to contact us with any questions you may have.

Respectfully submitted,
Geotechnical Consultants, Inc.


Jeffrey M. Holko, P.E.
Senior Project Manager




Curtis L. Miller, P.E.
In-house Reviewer

Distribution: Mr. Steven Studenmund @ Metro Parks – pdf via email
GCI Project File 25-G-30449

Attachments: General Notes for Soil Sampling and Classification
Site Location Map and Boring Location Plan
Summary of Encountered Subsurface Conditions
Test Boring Logs (B-1 to B-3)



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GENERAL NOTES FOR SOIL SAMPLING AND CLASSIFICATIONS

BORINGS, SAMPLING AND GROUNDWATER OBSERVATIONS:

Drilling and sampling were conducted in accordance with procedures generally recognized and accepted as standard methods of exploration of subsurface conditions. The borings were drilled using a truck-mounted drill rig using auger boring methods with standard penetration testing performed in each boring at intervals ranging from 1.5 to 5.0 feet. The stratification lines on the logs represent the approximate boundary between soil types at that specific location and the transition may be gradual.

Water levels were measured at drill locations under conditions stated on the logs. This data has been reviewed and interpretations made in the text of the report. Fluctuations in the level of the groundwater may occur due to other factors than those present at the time the measurements were made.

The Standard Penetration Test (ASTM-D-1586) is performed by driving a 2.0 inch O.D. split barrel sampler a distance of 18 inches utilizing a 140 pound hammer free falling 30 inches. The number of blows required to drive the sampler each 6 inches of penetration are recorded. The summation of the blows required to drive the sampler for the final 12 inches of penetration is termed the Standard Penetration Resistance (N). Soil density/consistency in terms of the N-value is as follows:

COHESIONLESS DENSITY		COHESIVE CONSISTENCY	
0-10	Loose	0-4	Soft
10-30	Medium Dense	4-8	Medium Stiff
30-50	Dense	8-15	Stiff
50 +	Very Dense	15-30	Very Stiff
		30 +	Hard

SOIL MOISTURE TERMS

Soil Samples obtained during the drilling process are visually characterized for moisture content as follows:

MOISTURE CONTENT	DESCRIPTION
Damp	Soil moisture is much drier than the Atterberg plastic limit (where soils are cohesive) and generally more than 3% below Standard Proctor "optimum" moisture conditions. Soils of this moisture generally require added moisture to achieve proper compaction.
Moist	Soil moisture is near the Atterberg plastic limit (cohesive soils) and generally within $\pm 3\%$ of the Standard Proctor "optimum" moisture content. Little to no moisture conditioning is anticipated to be required to achieve proper compaction and stable subgrades.
Very Moist	Soil moisture conditions are above the Atterberg plastic limit (cohesive soils) and generally greater than 3% above Standard Proctor "optimum" moisture conditions. Drying of the soils to near "optimum" conditions is anticipated to achieve proper compaction and stable subgrades.
Wet	Soils are saturated. Significant drying of soils is anticipated to achieve proper compaction and stable subgrades.

SOIL CLASSIFICATION PROCEDURE:

Soil samples obtained during the drilling process are preserved in plastic bags and visually classified in the laboratory. Select soil samples may be subjected to laboratory testing to determine natural moisture content, gradation, Atterberg limits and unit weight. Soil classifications on logs may be adjusted based on results of laboratory testing.

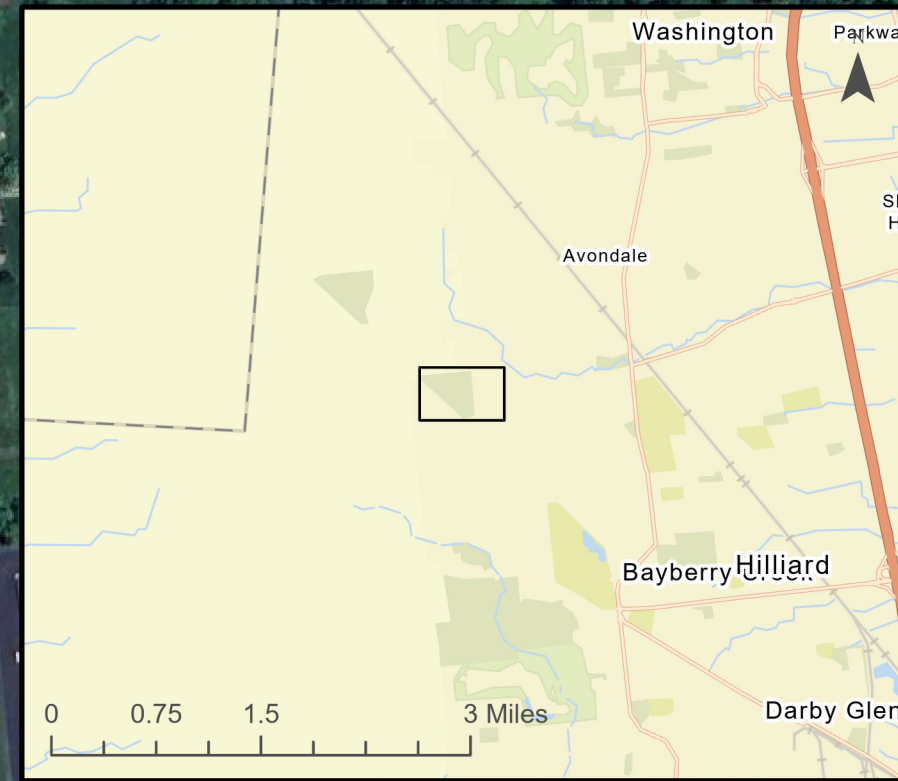
Soils are classified in accordance with the ASTM version of the Unified Soil Classification System. ASTM D-2487 "Classification of Soils for Engineering Purposes (Unified Soil Classification System) describes a system for classifying soils based on laboratory testing. ASTM D-2488 "Description and Identification of Soil (Visual-Manual Procedure) describes a system for classifying soils based on visual examination and manual tests.

Soil classifications are based on the following tables (see reverse side):

GENERAL NOTES FOR SOIL SAMPLING AND CLASSIFICATIONS

PARTICLE SIZE DEFINITION			CONSTITUENT MODIFIERS	
Boulders:		>12"	Trace	Less than 5%
Cobbles:		3" to 12"	Few	5-10%
Gravel:	Coarse:	3/4" to 3"	Little	15-25%
	Fine:	No. 4 (3/16") to 3/4"	Some	30-45%
Sand:	Coarse	No. 10 (2.0mm) to No. 4 (4.75mm)	Mostly	50-100%
	Medium	No. 40 (0.425mm) to No. 10 (2.0mm)		
	Fine	No. 200 (0.074mm) to No. 40 (0.425mm)		
Silt & Clay		<0.074mm; classification based on overall plasticity; in general clay particles <0.005mm.		

ASTM/UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART		
COARSE-GRAINED SOILS (more than 50% of materials is larger than No. 200 sieve size)		
GRAVELS More than 50% of coarse fraction larger than No. 4 sieve size	<i>Clean Gravel (less than 5% fines)</i>	
	GW	Well-graded gravel, gravel-sand mixtures, little or no fines
	GP	Poorly-graded gravels, gravel sand mixtures, little or no fines
	<i>Gravels with fines (more than 12% fines)</i>	
	GM	Silty gravels, gravel-sand-silt mixtures
	GC	Clayey gravels, gravel-sand-clay mixtures
SANDS More than 50% of coarse fraction smaller than No. 4 sieve size	<i>Clean Sands (Less than 5% fines)</i>	
	SW	Well-graded sands, gravelly sands, little or no fines
	SP	Poorly-graded sands, gravelly sands, little or no fines
	<i>Sands with fines (More than 12% fines)</i>	
	SM	Silty sands, sand-silt mixtures
	SC	Clayey sands, sand-clay mixtures
Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than 5 percentGW, GP, SW, SP Greater than 12 percentGM, GC, SM, SC 5 to 12 percentBorderline cases requiring dual symbols: SP-SM, GP-GM, etc.		
FINE-GRAINED SOILS (50% or more of material is smaller than No. 200 sieve size)		
SILTS AND CLAYS Liquid Limit less than 50%	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
	CL	Inorganic clays or low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
	CL-ML	Inorganic silty clay of slight plasticity, P.I. between 4 and 7
	OL	Organic silts and organic silty clays of low plasticity
SILTS AND CLAYS Liquid Limit 50% or greater	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	CH	Inorganic clays of high plasticity, fat clays
	OH	Organic clays or medium to high plasticity, organic silts
HIGHLY ORGANIC SOILS	PT	Peat and other highly organic soils



Approximate Boring Locations

 GCI Boring

Scale: 1 inch = 200 feet (11 x 17 Layout)

 0 100 200 400 US Feet

Site Location Map and Boring Location Plan	
Homestead Park - New Pavements 4675 Cosgray Road, Hilliard, Ohio	
Basemap: Google. Site plan provided by client. Site plan georeferenced to basemap. NOT FOR CONSTRUCTION. Plans are subject to change.	
GCI Project No.: 25-G-30449	
Date: 7/30/2025 Time: 12:45 PM	Drawn by: B. Sershen



Summary of Encountered Subsurface Conditions

Homestead Metro Park - New Pavements
4675 Cosgray Road, Hilliard, Ohio
GCI Project Number: 25-G-30449

Boring	Topsoil Thickness (ft)	Depth of Fill Cover (ft)	Depth to Top of Lean Clay (ft)	Depth to Top of Brown Till (ft)	Bottom of Boring Depth (ft)
B-1	0.3	4.5	4.5	8	10
B-2	0.3	-	0.3	4	10
B-3	0.3	-	0.3	4.5	10



TEST BORING LOG

PROJECT NAME Homestead Metro Park - New Pavements - 4675 Cosgray Rd, Hilliard, OH BORING NO. B-1

PROJ. _____ SURF. ELEV. _____

CLIENT Metro Parks NO. 25-G-30449 DATE DRILLED 8/22/2025

GROUND WATER OBSERVATION							Proportions Used		140 lb Wt. x 30" fall on 2" O.D. Sampler						
None FEET BELOW SURFACE AT COMPLETION _____ FEET BELOW SURFACE AT 24 HOURS _____ FEET BELOW SURFACE AT _____ HOURS							Trace	Less than 5%	Cohesionless Density		Cohesive Consistency				
							Few	5 to 10%	0 - 10	Loose	0 - 4	Soft			
							Little	15 to 25%	10 - 30	Medium Dense	4 - 8	Medium Stiff			
							Some	30 to 45%	30 - 50	Dense	8 - 15	Stiff			
							Mostly	50 to 100%	50 +	Very Dense	15 - 30	Very Stiff			
											30 +	Hard			
LOCATION OF BORING							See Boring Location Plan								
DEPTH	Pocket Penetrometer (tsf)	Sample Depths From To	Type of Sample	Blows per 6" on Sampler From To			Moisture Density or Consist.	Strata Change Depth*	SOIL IDENTIFICATION						
				0-6	6-12	12-18			Remarks include color, type of soil, etc. Rock-color, type, condition, hardness						
5	4.5	0.0-1.5	SS	4	6	6	Moist	0.3	Topsoil	FILL: Brown Sandy Lean Clay with Gravel - moderate plasticity, some f-c sand, little gravel					
	4.5	2.0-3.5	SS	23	21	11	Moist		with zones of coarse gravel						
	4.5	4.0-5.5	SS	7	6	8	Moist	4.5							
10								8.0		Brown Stained to Mottled Lean Clay (CL) - moderate plasticity, few sand					
	4.5	8.5-10.0	SS	5	6	8	Moist			Brown Sandy Lean Clay (CL) - glacial till - moderate plasticity, some f-c sand, few gravel					
								10.0		BOTTOM OF BORING: 10'					

*** The stratification lines represent the approximate boundary between soil types and the transition may be gradual.**



TEST BORING LOG

PROJECT NAME Homestead Metro Park - New Pavements - 4675 Cosgray Rd, Hilliard, OH BORING NO. B-2

PROJ. _____ SURF. ELEV. _____

CLIENT Metro Parks NO. 25-G-30449 DATE DRILLED 8/22/2025

[illegible]

*** The stratification lines represent the approximate boundary between soil types and the transition may be gradual.**



TEST BORING LOG

PROJECT NAME Homestead Metro Park - New Pavements - 4675 Cosgray Rd, Hilliard, OH BORING NO. B-3
 CLIENT Metro Parks PROJ. NO. 25-G-30449 SURF. ELEV. DATE DRILLED 8/22/2025

GROUND WATER OBSERVATION							Proportions Used		140 lb Wt. x 30" fall on 2" O.D. Sampler			
None FEET BELOW SURFACE AT COMPLETION _____ FEET BELOW SURFACE AT 24 HOURS _____ FEET BELOW SURFACE AT _____ HOURS							Trace	Less than 5%	Cohesionless Density		Cohesive Consistency	
							Few	5 to 10%	0 - 10	Loose	0 - 4	Soft
							Little	15 to 25%	10 - 30	Medium Dense	4 - 8	Medium Stiff
							Some	30 to 45%	30 - 50	Dense	8 - 15	Stiff
							Mostly	50 to 100%	50 +	Very Dense	15 - 30	Very Stiff
											30 +	Hard
LOCATION OF BORING See Boring Location Plan												
DEPTH	Pocket Penetrometer (tsf)	Sample Depths From To	Type of Sample	Blows per 6" on Sampler			Moisture Density or Consist.	Strata Change Depth*	SOIL IDENTIFICATION			
				From	To	12-18			Remarks include color, type of soil, etc. Rock-color, type, condition, hardness			
5	2.0	0.0-1.5	SS	1	1	1	Very Moist	0.3	Topsoil			
									Brown Mottled Lean Clay with Sand (CL) - moderate plasticity, little f-c sand			
	4.5	2.0-3.5	SS	4	5	5	Moist					
	4.5	4.0-5.5	SS	5	5	4	Moist	4.5				
									Brown Sandy Lean Clay (CL) - glacial till - moderate plasticity, some f-c sand, few gravel			
	4.5	8.5-10.0	SS	8	10	8	Moist					
10							10.0	BOTTOM OF BORING: 10'				

* The stratification lines represent the approximate boundary between soil types and the transition may be gradual.



Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver Local 200

Change # : LCN01-2025ibLoc200

Craft : Carpenter Effective Date : 05/07/2025 Last Posted : 05/07/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification													
Carpenter	\$35.94		\$8.85	\$10.78	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$59.69	\$77.66	
Pile Driver	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$59.44	\$77.28	
Apprentice paid at % of their rate above	Percent												
	1st 6 months	70.00	\$25.16	\$8.85	\$2.00	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$40.13	\$52.71
	2nd 6 months	70.00	\$25.16	\$8.85	\$2.00	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$40.13	\$52.71
	3rd 6 months	80.00	\$28.75	\$8.85	\$8.62	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$50.34	\$64.72
	4th 6 months	80.00	\$28.75	\$8.85	\$8.62	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$50.34	\$64.72
	5th 6 months	90.00	\$32.35	\$8.85	\$9.70	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$55.02	\$71.19
	6th 6 months	90.00	\$32.35	\$8.85	\$9.70	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$55.02	\$71.19
	7th 6 months	95.00	\$34.14	\$8.85	\$10.24	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$57.35	\$74.42
	8th 6 months	95.00	\$34.14	\$8.85	\$10.24	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$57.35	\$74.42

Special Calculation Note : Other is UBC National Fund.

Ratio :

1 Journeyman to 1 Apprentice
Thereafter
2 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY,
LICKING, MADISON, MARION, MUSKINGUM,
MORGAN, NOBLE, PERRY, PICKAWAY, UNION

The first carpenter on the job shall be a journeyman.
The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a

ratio of one (1) apprentice, when available, to two (2) journeyman.

Special Jurisdictional Note :

Details :

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters.

The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings.

Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

PILEDRIIVER:

Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters.

The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work.

The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete.

The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work.

The loading and unloading of all piling and other material used in connection with Piledrivers work.

The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used.

All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen.

All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

All clamming work that is done by floating derricks.

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter & Piledriver SC District HevHwy	LCR01-2025ib	Carpenter	07/09/2025	07/09/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR											
Journeyman	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$59.09	\$76.94
Apprentice	Percent	BHR										
1st 6 months	70.000000	\$24.98	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
2nd 6 months	70.000000	\$24.98	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
3rd 6 months	80.000000	\$28.55	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
4th 6 months	80.000000	\$28.55	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
5th 6 months	90.000000	\$32.12	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
6th 6 months	90.000000	\$32.12	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
7th 6 months	95.000000	\$33.91	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26
8th 6 months	95.000000	\$33.91	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26

Special Calculation Note

Other: UBC National Fund

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

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

Special Jurisdictional Note

Details

**Highway Construction, Airport Construction, Heavy Construction but not limited to: Tunnels, subways, drainage projects, flood control, reservoirs

Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: storm sewers, waterlines, gas lines

Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Change # : LCN01-2025ibLoc132Columbus

Craft : Cement Effective Date : 06/04/2025 Last Posted : 06/04/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$35.12		\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$52.58	\$70.14
Apprentice	Percent											
1st Year	70.00	\$24.58	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$42.04	\$54.34
2nd Year	80.00	\$28.10	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$45.56	\$59.60
3rd Year	90.00	\$31.61	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$49.07	\$64.87

Special Calculation Note : Other: International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

Special Jurisdictional Note :

Details :

Working on swing stage, slip scaffold, window jack scaffold, scissor lifts, and aerial lifts shall receive the following rates:

\$0.50 above the regular rate for heights up to fifty (50) feet above grade level

\$1.00 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate

Skilled Crafts

Name of Union: Cement Mason Local 132 Hev Hwy (Columbus)

Change # : LCN01-2025ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$37.29		\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$57.16	\$75.81
Apprentice	Percent											
1st Year	70.00	\$26.10	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$45.97	\$59.02
2nd Year	80.00	\$29.83	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$49.70	\$64.62
3rd Year	90.00	\$33.56	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$53.43	\$70.21

Special Calculation Note : Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ATHENS, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MEIGS, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WASHINGTON, WYANDOT

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside (Central OH Chapter)

Change # : LCN01-2025ibLoc71CentralOhio

Craft : Lineman Effective Date : 06/04/2025 Last Posted : 06/04/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$46.03	\$7.50	\$1.38	\$0.46	\$0.00	\$9.20	\$0.50	\$0.00	\$0.00	\$65.07	\$88.08
Traffic Signal & Lighting Journeyman	\$44.43	\$7.50	\$1.33	\$0.44	\$0.00	\$8.89	\$0.50	\$0.00	\$0.00	\$63.09	\$85.30
Equipment Operator	\$40.44	\$7.50	\$1.21	\$0.40	\$0.00	\$8.09	\$0.50	\$0.00	\$0.00	\$58.14	\$78.36
Groundman 0-12 months (W/O CDL)	\$24.52	\$7.50	\$0.74	\$0.25	\$0.00	\$4.90	\$0.50	\$0.00	\$0.00	\$38.41	\$50.67
Groundman 0-12 Months W/CDL	\$26.78	\$7.50	\$0.80	\$0.27	\$0.00	\$5.36	\$0.50	\$0.00	\$0.00	\$41.21	\$54.60
Groundman greater than 1 Year W/CDL	\$29.07	\$7.50	\$0.87	\$0.29	\$0.00	\$5.81	\$0.50	\$0.00	\$0.00	\$44.04	\$58.58
Traffic Signal Apprentices											
1st 1,000 hours	\$26.66	\$7.50	\$0.80	\$0.27	\$0.00	\$5.33	\$0.50	\$0.00	\$0.00	\$41.06	\$54.39
2nd 1,000 hours	\$28.88	\$7.50	\$0.87	\$0.29	\$0.00	\$5.78	\$0.50	\$0.00	\$0.00	\$43.82	\$58.26
3rd 1,000 hours	\$31.10	\$7.50	\$0.93	\$0.31	\$0.00	\$6.22	\$0.50	\$0.00	\$0.00	\$46.56	\$62.11
4th 1,000 hours	\$33.32	\$7.50	\$1.00	\$0.33	\$0.00	\$6.66	\$0.50	\$0.00	\$0.00	\$49.31	\$65.97
5th 1,000 hours	\$35.54	\$7.50	\$1.07	\$0.36	\$0.00	\$7.11	\$0.50	\$0.00	\$0.00	\$52.08	\$69.85
6th 1,000 hours	\$39.99	\$7.50	\$1.20	\$0.40	\$0.00	\$8.00	\$0.50	\$0.00	\$0.00	\$57.59	\$77.59

Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$27.62	\$7.50	\$0.83	\$0.28	\$0.00	\$5.52	\$0.50	\$0.00	\$0.00	\$42.25	\$56.06
2nd 1,000 Hours	65.00	\$29.92	\$7.50	\$0.90	\$0.30	\$0.00	\$5.98	\$0.50	\$0.00	\$0.00	\$45.10	\$60.06
3rd 1,000 Hours	70.00	\$32.22	\$7.50	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.95	\$64.06
4th 1,000 Hours	75.00	\$34.52	\$7.50	\$1.04	\$0.35	\$0.00	\$6.90	\$0.50	\$0.00	\$0.00	\$50.81	\$68.07
5th 1,000 Hours	80.00	\$36.82	\$7.50	\$1.10	\$0.37	\$0.00	\$7.36	\$0.50	\$0.00	\$0.00	\$53.65	\$72.07
6th 1,000 Hours	85.00	\$39.13	\$7.50	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.51	\$76.07
7th 1,000 Hours	90.00	\$41.43	\$7.50	\$1.24	\$0.41	\$0.00	\$8.28	\$0.50	\$0.00	\$0.00	\$59.36	\$80.07

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ATHENS, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, RICHLAND, ROSS, SCIOTO, TUSCARAWAS, UNION, VINTON, WASHINGTON

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator 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, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice.

No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2024ibLoc71

Craft : Lineman Effective Date : 01/06/2025 Last Posted : 12/31/2024

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$50.15	\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.51
Substation Technician	\$50.15	\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.51
Cable Splicer	\$52.52	\$7.50	\$1.58	\$0.52	\$0.00	\$12.60	\$0.75	\$0.00	\$0.00	\$75.47	\$101.73
Operator A	\$44.95	\$7.50	\$1.35	\$0.45	\$0.00	\$10.79	\$0.75	\$0.00	\$0.00	\$65.79	\$88.27
Operator B	\$39.73	\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.10	\$78.96
Operator C	\$31.89	\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.01
Groundman 0-12 months Exp	\$25.07	\$7.50	\$0.75	\$0.25	\$0.00	\$6.02	\$0.75	\$0.00	\$0.00	\$40.34	\$52.88
Groundman 0-12 months Exp w/CDL	\$27.58	\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more	\$27.58	\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more w/CDL	\$32.60	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
Equipment Mechanic A	\$39.73	\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$0.75	\$0.00	\$0.00	\$59.11	\$78.97
Equipment Mechanic B	\$35.82	\$7.50	\$1.07	\$0.36	\$0.00	\$8.60	\$0.75	\$0.00	\$0.00	\$54.10	\$72.01
Equipment Mechanic C	\$31.89	\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.01
Line Truck w/uuger	\$35.16	\$7.50	\$1.05	\$0.35	\$0.00	\$8.44	\$0.75	\$0.00	\$0.00	\$53.25	\$70.83
Apprentice	Percent										

1st 1000 hrs	60.00	\$30.09	\$7.50	\$0.90	\$0.30	\$0.00	\$7.22	\$0.75	\$0.00	\$0.00	\$46.76	\$61.80
2nd 1000 hrs	65.00	\$32.60	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
3rd 1000 hrs	70.00	\$35.10	\$7.50	\$1.05	\$0.35	\$0.00	\$8.43	\$0.75	\$0.00	\$0.00	\$53.18	\$70.74
4th 1000 hrs	75.00	\$37.61	\$7.50	\$1.13	\$0.38	\$0.00	\$9.03	\$0.75	\$0.00	\$0.00	\$56.40	\$75.21
5th 1000 hrs	80.00	\$40.12	\$7.50	\$1.20	\$0.40	\$0.00	\$9.63	\$0.75	\$0.00	\$0.00	\$59.60	\$79.66
6th 1000 hrs	85.00	\$42.63	\$7.50	\$1.28	\$0.43	\$0.00	\$10.23	\$0.75	\$0.00	\$0.00	\$62.82	\$84.13
7th 1000 hrs	90.00	\$45.14	\$7.50	\$1.35	\$0.45	\$0.00	\$10.83	\$0.75	\$0.00	\$0.00	\$66.01	\$88.58

Special Calculation Note : Other is Health Reimbursement Account

Operator "A"

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

Prevailing Wage Rate Skilled Crafts

Name of Union: **Ironworker Local 172**

Change # : **LCN01-2025ib**

Craft : **Ironworker** Effective Date : **06/11/2025** Last Posted : **06/11/2025**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$40.87		\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.08	\$84.51
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	\$40.87		\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.08	\$84.51
Apprentice	Percent											
1st Year 0-1500 Hours	70.00	\$28.61	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$51.82	\$66.12
2nd Year 1501-3000 Hours	80.00	\$32.70	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$55.91	\$72.25
3rd Year 3001-4500 Hours	90.02	\$36.79	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$60.00	\$78.40

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CHAMPAIGN*, CLARK*, CRAWFORD*,
DELAWARE, FAIRFIELD, FAYETTE*, FRANKLIN,
HARDIN*, HIGHLAND*, HOCKING, JACKSON*,
KNOX, LICKING, LOGAN*, MADISON*, MARION,
MORROW, PERRY, PICKAWAY, PIKE, ROSS,
UNION, VINTON, WYANDOT*

Special Jurisdictional Note : Champaign County Twps included: Wayne, Rush, Goshen.

Clark County Twps included: Vienna, Catawba and portions of Harmony and Pleasant

Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky.

Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union.

Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington.

Highland County Twps included: Madison.

Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville.

Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek.

Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby.

Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson.

Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim.

Muskingum County includes: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor HevHwy 3

Change # : LCN02-2025ib

Craft : Laborer Group 1 Effective Date : 06/11/2025 Last Posted : 06/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.00
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.75
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	Percent											
0-1000 hrs	80.00	\$29.82	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	85.00	\$31.68	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	90.00	\$33.54	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	95.00	\$35.41	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	100.00	\$37.27	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.00

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

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

HARDIN, HARRISON, HENRY, HIGHLAND,
 HOCKING, HOLMES, JACKSON, JEFFERSON,
 KNOX, LAWRENCE, LICKING, LOGAN,
 MADISON, MARION, MEIGS, MERCER, MIAMI,
 MONROE, MONTGOMERY, MORGAN, MORROW,
 MUSKINGUM, NOBLE, PAULDING, PERRY,
 PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND,
 ROSS, SCIOTO, SENECA, SHELBY,
 TUSCARAWAS, UNION, VAN WERT, VINTON,
 WARREN, WASHINGTON, WAYNE, WILLIAMS,
 WYANDOT

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

Details :

Group 1

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Gunitite Nozzle Person

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Labor Local 423

Change # : LCN01-2025ibLoc423

Craft : Laborer Effective Date : 06/01/2025 Last Posted : 05/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.98		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02
Group 2	\$33.29		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.84	\$64.48
Group 3	\$33.60		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.15	\$64.95
Group 4	\$33.91		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.46	\$65.41
Apprentice	Percent											
0-1000 hrs	70.00	\$23.09	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$37.64	\$49.18
1001-2000 hrs	80.00	\$26.38	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$40.93	\$54.13
2001-3000 hrs	90.00	\$29.68	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.23	\$59.07
3001-4000 hrs	95.00	\$31.33	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.88	\$61.55
More than 4000 hrs	100.00	\$32.98	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, LICKING, MADISON, PICKAWAY, UNION

Special Jurisdictional Note :

Details :

Group 1:

General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyor Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant.

Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages.

Group 2:

Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering, Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Guniting Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers.

Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate,

A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment.

Group 3 Hazardous (Level C): Any work requiring the following protective equipment must be paid at Group 3 rate,

A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased.

Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips, falls, caught between, etc

Hazardous Pay of \$0.25 per hour shall be paid in addition to classifications shown above

Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper)

Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2025ibLoc18zone3

Craft : Operating Engineer Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	Percent											
1st Year	50.00	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91

Field Mechanic Trainee												
1st Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	90.00	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

Special Calculation Note : Other: Education & Safety

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

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.

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or

skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insert/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet

Cranes 180' – 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2025ibLoc18hevhwyII

Craft : Operating Engineer Effective Date : 05/01/2025 Last Posted : 04/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 250' and Ove	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	Percent											
1st Year	50.00	\$22.92	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91

Field Mech Trainee												
1st year	60.00	\$27.50	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	70.00	\$32.09	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	80.00	\$36.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	90.00	\$41.26	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

Special Calculation Note : Other: Education & Safety Fund

Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

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

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid

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

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

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

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

Master Mechanic - Master Mechanic

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

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

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

An Official State of Ohio site. [Here's how you know](#)

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Painter Local 1275 HevHwy	LCN01-2025sks	Painter	10/23/2025	10/23/2025

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Painter Bridge Class 1 Bridge Blaster	\$37.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.42	\$74.41
Painter Bridges Class 2 Rigger, Containment Builder, Spot Blaster	\$34.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.42	\$69.91
Painter Bridges Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (0-5 Years Exp.)	\$27.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.41
Painter Bridges Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver	\$30.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.42	\$63.91

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
(plus 5 Years Exp.)											
Painter Bridges Class 4 Concrete Sealing, Concrete Blasting Power Washing	\$26.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.42	\$57.91
Painter Bridges Class 5 Quality Control, Quality Assurance, Traffic Safety Competent Person	\$30.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.42	\$63.91
Apprentice	Percent	BHR									
1st 0-1500 hrs	80.000000	\$30.38	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$38.48	\$53.67
2nd 1501-3000 hrs	85.000000	\$32.27	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$40.37	\$56.51
3rd 3001-4500 hrs	90.000000	\$34.17	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$42.27	\$59.36
4th 4501-6000 hrs	95.000000	\$36.07	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$44.17	\$62.21

Special Calculation Note

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note

Details

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties, clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control. NACE Level I, II, III or equivalent with at least five (5) years Journeyman QC experience shall pay Class 5 rate plus premium of \$4.00 per hour worked.



Prevailing Wage Contractor Responsibilities



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

[Collapse All Sections](#)

General Information



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

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$98,974 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$29,653 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a. Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

b. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation



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

Intentional Violations



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

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.

- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities



A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger\journals and canceled checks\check register.
3. Fringe benefit records must include program, address, account number, & canceled checks.

4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.

a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

2. Employees' work classification.

a. Be specific about the laborers and/or operators (Group)

b. For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.

a. The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.

a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.

a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

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

Certified Payroll Heading

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

Information by Column

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

CONTACT US

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

Phone 614.644.2223

Fax 614.644.2618

Email IC@com.state.oh.us

Webmaster

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

CONNECT WITH US**LOOKUP SERVICES**

Registered Contractor List

Boiler Information Database

Building Code Compliance Electronic Plan
Submission

Board Of Building Appeals Case Lookup

Elevator Database Lookup

RESOURCES

Federal Wage and Hour

U.S. Consumer Product Safety

Commission

National Electric, Fire Alarm and Sprinkler

Codes

Minor Labor Law Poster

2017 Minimum Wage Poster

2018 Minimum Wage Poster

**ABOUT INDUSTRIAL
COMPLIANCE**

Director Sheryl Maxfield

Superintendent Geoff Eaton

Ohio.gov

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Affidavit of Compliance

Prevailing Wages

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

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

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

(Signature of Officer or Agent)

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

(Notary Public)

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



PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

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

"New" construction threshold for <i>Building Construction</i>:	\$250,000
---	------------------

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000
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As of January 1, 2024:	
"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$98,974
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$29,653

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

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

BID TABULATION SHEET

Please print and complete this form. Keep it with your records until the contract has been awarded. Once the contract has been officially awarded, check mark which company was awarded the contract for the project and send or fax a copy to the Wage and Hour Division at 614-728-8639.

Contracting Public Authority:

Project Name:

Project No.

Bid Date:

Estimate:

Contract Description: ☐ General ☐ HVAC ☐ Electrical ☐ Plumbing ☐ Asbestos ☐ Other _____

Awarded TO(check)	List of the Bidding Contractors	Total Bid Amount

Submitted By

Print Name:

Title:

Telephone No.:

FAX:

Signature:

Date:

REVIEW LIST FOR PREVAILING WAGE REQUIREMENTS

1. Submit list of subcontractors.
2. Submit work schedule.
3. Submit in writing pay period ending day and paid day.
4. Complete "Notification to Employee" form for all employees, unless union shop, and send me a copy.
5. First payroll report must be submitted to me, **within two weeks after the first pay**. After that, reports must be submitted weekly to me if the job duration is less than four months. If four months or longer, then reports may be submitted on a monthly basis. The payroll report form provided by Prevailing Wage may be used, but is not mandatory, however, all information on their form must be included on whatever form is used.
6. Payroll reports must include employee name, address, last 4 digits of social security number, and full description of the job classification, including group/class.
7. Method of payment of benefits must be indicated on the payroll report, whether in cash or to a plan. If to a plan, I will also need a breakdown of what benefits are paid and the hourly cost of each. Indicate if the cost is different for different job classifications.
8. If there are weeks when no work is performed, but it is known that there will be more work, then payroll reports must be submitted for those weeks of no work, indicating that there was no work.
9. Provide copies of all apprenticeship agreements.
10. When job is completed, the general and all sub contractors must submit "Affidavit of Compliance", signed and notarized, before final payment is made.
11. Prevailing Wage Rate Sheet changes will be sent to the general contractor. The general contractor is responsible for forwarding all rate changes to their subcontractors.

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

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

Certified Payroll Report

Report for:

Company:¹⁾

Address:

City, State, Zip

Phone No:

☐ Check if Subcontractor¹⁾

If Sub, GC/Prime Contractor Name:

Public Authority (Owner):

Contract No:

Project Name & Location:

Payroll No:

Week Ending:

Sheet:²⁾ of

1. Employee Name, Address, & Last 4 digits of the SS #	2.Work Class ³⁾	3.Prevaling Wage Project								4.Total Hours	5.Base Rate	6.Project Gross	7. Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
		Hours Worked - Day & Date											Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
		OT																				
		ST																				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title

Signature

Date

²⁾Attach additional sheets as necessary.

³⁾Type in continuous line, text will wrap.

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

1.2 DESCRIPTION OF WORK

- A. **Phasing.** This bid package is for Phase 1 of the Homestead Metro Park, Site Improvements. This package only contains work between approximate stations 11+89 and 21+09, located on the north side of the park. See the associated plans for exact locations and further details.

- B. **General.** Provide all labor, materials, tools, and equipment necessary to furnish and install all site improvements as shown on the design drawings and as specified for Homestead Metro Park.

Note: bid package is a LUMP SUM project, any mention of pay items by unit cost shall be disregarded.

- C. **Project Description.** This project consists of completing site improvements at Homestead Metro Park. These improvements include, but are not limited to, site demolition of asphalt, concrete, trees, and/or miscellaneous items, earthwork, roadway and parking lot construction, storm sewer utility work, pavement markings, and parking signs.

Note: all quantities listed on the plans are estimates and shall be field verified by the contractor prior to bidding. Metro Parks is not responsible for quantities.

1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with all federal, state, and local codes.

1.4 SUBMITTALS

- A. **Submittal Requirements.** See other Division 1 sections and the plans for required administrative submittals and for procedures necessary for transmittal of submittals.

1.5 JOB CONDITIONS

- A. **Schedule.** The Contractor shall be responsible for coordination and scheduling of the work to meet all required project

deadlines and milestones that may be required by the contract. Park may have restrictive days and time in which special events will occur. The contractor is to work with the park manager to complete the project in a timely manner.

- B. **Meetings.** The Contractor shall be responsible for attending/participating in weekly progress meetings with the Owner as needed. Meetings will be held on-site.
- C. **Site Access.** Contractor shall limit construction activities to the designated construction area as directed by the Owner. Keep park roadways, parking lots and public use areas open to the public unless coordinated with the park manager for closure during construction. The construction site entrance shall be exclusively off of Baldwin Road. No construction access shall be allowed through the park entrance off of Cosgray Road, unless coordinated with Owner and park staff.

1.6 **DELIVERY, STORAGE, AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Warranty on all materials and labor shall be for 12 months from date of substantial completion. Upon correction of any Work under or pursuant to Special Warranty, the one (1) year correction period shall be renewed and recommence with respect to the corrected work.

1.8 **OWNER FURNISHED PRODUCTS**

Not Used.

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

Not applicable.

END OF SECTION

SECTION 01 24 00

SCOPE OF BIDS

Columbus & Franklin County Metro Parks

Homestead Metro Park

It is understood and agreed that the CONTRACTOR (BIDDER) has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character or equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can, in any way, affect the work under this Contract.

All known design criteria for site improvements including construction limits have been indicated in their approximate locations on the plans, and any reasonable variation in size and location of any items shall not be cause for extra payment. All estimated quantities listed on design documents and specifications shall be field verified by the CONTRACTOR.

If construction procedures and equipment being utilized by the CONTRACTOR prove to be inadequate in the performance of the Contract, the procedures and equipment shall be modified, or alternative equipment shall be furnished and used at no additional cost to the OWNER.

Note that liquidated damages as defined in Paragraph 22 of the General Provisions shall apply to each day that the project is not completed on the dates specified within the contract documents (including the advertisement for bids) or on some later date as agreed upon by the Owner in writing. It is important to keep the owner informed of and record any delays due to weather, site conditions, and any supplier delay issues.

Each Bid Item shall include the following:

1. All labor, materials, and equipment in accordance with Article 6 of the General Conditions.
2. All mobilization and miscellaneous items, equipment and material staging at each site. Other administrative and work-related items.
3. All field staking necessary for construction from control points established by the Owner.
4. All labor, materials and equipment necessary for furnishing, installing and completing all Phase 1 site improvements as indicated on the plans and specifications.

All BIDDERS must Bid Items 1 through 5 inclusive.

Item 1 – General Conditions

This bid item shall include all labor, material and equipment necessary for the furnishing and installing of the preliminary construction items. This item also includes any necessary construction fences, layouts, and stakes, mobilization, traffic maintenance, and as-built drawings.

This bid item shall be paid as a LUMP SUM for all general conditions. Payment will be made at the Lump Sum price bid based on the estimated percent completion of the general conditions at the time of each invoice.

Item 2 – Demolition

This bid item shall include all labor, material and equipment necessary for site demolition. This item also includes any necessary demolition and pavement removal as shown or specified.

This bid item shall be paid as a LUMP SUM for all demolition. Payment will be made at the Lump Sum price bid based on the estimated percent completion of the demolition at the time of each invoice.

Item 3 – Earthwork & SWPP

This bid item shall include all labor, material and equipment necessary for earthwork. This item also includes any necessary clearing, grubbing, topsoil stripping, excavation, embankment, subgrade compaction, tree protection, seeding, mulching, and erosion and sediment control as shown or specified.

This bid item shall be paid as a LUMP SUM for all earthwork. Payment will be made at the Lump Sum price bid based on the estimated percent completion of the earthwork at the time of each invoice.

Item 4 – Site Improvements

This bid item shall include all labor, materials and equipment necessary for furnishing and installing the asphalt and concrete for all site improvements. This item also includes any necessary compaction, proof rolling, and aggregate base for all concrete sidewalks, concrete pavement, and asphalt pavement. Item also includes rock channel protection, parking lot striping, parking lot signage, subgrade repair (as necessary), and complete asphalt build-up as shown or specified.

This bid item shall be paid as a LUMP SUM for all site improvements. Payment will be made at the Lump Sum price bid based on the estimated percent completion of the site improvements at the time of each invoice.

Item 5 – Utility

This bid item shall include all labor, materials and equipment necessary for furnishing and installing the stormwater utilities. This item also includes any necessary drain basins, endwalls, bioretention cells, and storm sewer pipe as shown or specified.

This bid item shall be paid as a LUMP SUM for all utility work. Payment will be made at the Lump Sum price bid based on the estimated percent completion of the utility work at the time of each invoice.

BID FORM QUANTITIES

No.	City of Columbus Ohio Item	Description	Quantity	Unit
		General Conditions		
1	207	Construction Fence	1	LS
2	623	Construction Layout and Stakes	1	LS
3	624	Mobilization	1	LS
4	614	Maintaining Traffic	1	LS
5	SPECIAL	Record As-Built Drawings	1	LS
		Demolition		
6	202	Pavement Removed	3789	SY
7	SPECIAL	Demolition	1	LS
		Earthwork/SWPP		
8	201	Clearing and Grubbing	1	LS
9	651	Strip and Stockpile Topsoil (4" topsoil)	1035	CY
10	203	Excavation	3041	CY
11	203	Embankment	801	CY
12	203	Embankment (Stockpile)	2240	CY
13	204	Subgrade Compaction	14325	SY
14	655	Tree Protection	75	LF
15	653	Placing Stockpiled Topsoil (4" Depth)	602	CY
16	659	Seeding and Mulching, Class 1, as per plan	5414	SY
17	659	Seeding and Mulching, Class 2, as per plan	660	SY
18	SPECIAL	Erosion and Sediment Control	1	LS
		Site Improvements		
19	601	Rock Channel Protection, Type C	3	CY
20	608	Concrete Sidewalk, 4"	3883	SF
21	608	ADA Ramp	3	EA
22	608	6" Concrete Curb, as per plan	202	LF
23	608	Flush Concrete Curb, as per plan	54	LF
24	204	Proof Rolling	3.1	HR
25	304	Aggregate Base	1466	CY
26	407	Non-Tracking Tack Coat	361	GAL
27	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	228	CY
28	441	Asphalt Concrete Intermediate Course, Type 2, (448)	319	CY
29	452	8" Non-Reinforced Concrete Pavement, Class QC MS	66	SY
30	642	Parking Lot Stall Marking	2106	LF
31	642	Crosswalk Line, 24", As per plan	75	LF
32	642	Transverse/Diagonal Line	1760	LF
33	642	Handicap Symbol Marking	8	EA
34	642	Handicap Parking Sign (crash rated bollard)	8	EA
35	SPECIAL	Concrete Parking Block	41	EA
36	SPECIAL	Subgrade Repair Allowance	1	EA
		Utility		
37	604	18" Nyloplast Basin w Drop In Grate	2	EA
38	604	24" Nyloplast Basin w Dome Grate	2	EA
39	604	Endwall (AA-S169)	1	EA
40	SPECIAL	Bioretention Cell	5900	SF
41	900	6" HDPE Storm Sewer	101	LF
42	900	15" HDPE Storm Sewer	75	LF
43	900	18" HDPE Storm Sewer	10	LF
44	900	24" HDPE Storm Sewer	197	LF

END OF SECTION

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for payment.

1.2 RELATED SECTIONS

- A. Agreement: Contract Amount, amounts of progress payments and retainages, time schedule for submittals.
- B. General Provisions: Payment procedures and retainage.
- C. Instructions to Bidders: Contract Closeout Procedures.
- D. Section 01028 - Modification Procedures: Procedures for changes to the Work.
- E. Section 01300 - Submittals: Submittal procedures.
- F. Section 01700 - Contract Closeout: Final payment.

1.3 FORMAT

- A. American Institute of Architects (AIA) G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.

1.4 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Breakdown of Costs. Provide dollar value in each column for each line item for portion of work performed.
- D. List each authorized Change Order as an extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Submit 1 copy of contractor's and subcontractor's payroll reports and affidavits for prevailing wages.

1.5 SUBMITTAL PROCEDURES

- A. Submit 2 copies of each Application for Payment.

- B. Payment Period: Submit at intervals stipulated in the agreement.
 - 1. Submit Pay Requests no more frequently than once a month.
- C. Submit with transmittal letter as specified for Submittals in Section 01300.
- D. Submit 1 copy of contractor's and subcontractor's payroll reports and affidavits for prevailing wages.
- E. Submit 1 copy of Contractor Affidavit of Payment of Debts and Claims (AIA G706).

1.6 SUBSTANTIATING DATA

- A. When the Metro Park requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide 1 copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

PART 2 – PRODUCTS Not applicable.

PART 3 – EXECUTION Not applicable.

END OF SECTION

SECTION 01028

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Documentation of change in Contract Amount and Contract Time.
- C. Change procedures.
- D. Time and Material change order.
- E. Execution of change orders.
- F. Correlation of Contractor submittals.

1.2 RELATED SECTIONS

- A. General Provisions: Governing requirements for changes in the Work, in Contract Amount, Contract Time, and percentage allowances for Contractor's overhead and profit.
- B. Section 01027 - Applications for Payments: Payment applications.
- C. Section 01300 - Submittals: Work schedule, schedule of values.
- D. Section 01700 - Contract Closeout: Project record Documents.

1.3 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Change Order Forms: AIA G701

1.4 DOCUMENTATION OF CHANGE IN CONTRACT AMOUNT AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment.
 - 2. Taxes, insurance, and bonds.

3. Overhead and profit.
 4. Justification for any change in Contract Time.
 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
1. Origin and date of claim.
 2. Dates and times work was performed and by whom.
 3. Time records and wage rates paid.
 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.5 CHANGE PROCEDURES

- A. The Owner will advise of minor changes in the Work not involving an adjustment to Contract Amount or Contract Time by issuing supplemental instructions on Metro Park letterhead.
- B. The Owner may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, and, if warranted, a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 7 days.
- C. The Contractor may propose a change by submitting a request for change to the Owner, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Amount and Contract Time with full documentation.

1.6 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the conditions of Contract.
- B. Owner will determine the change allowable in the Contract Amount and Contract Time as provided in the Contract Documents.
- C. Maintain detailed records of work done on Time and Material basis.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

1.7 EXECUTION OF CHANGE ORDERS

- A. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the General Provisions.

1.8 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Breakdown of Costs and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Amount.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit promptly.

C. Promptly enter changes in Project Record Documents.

PART 2 – PRODUCTS Not Applicable.

PART 3 – EXECUTION Not Applicable.

END OF SECTION

SECTION 01039

MEETINGS AND FIELD REVIEWS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Pre-construction meeting.
- B. Field Review
- C. Job meetings.

1.2 RELATED SECTIONS

- A. Section 01000 - General

1.3 PRE-CONSTRUCTION MEETING

- A. Metro Parks shall schedule a pre-construction meeting with the General Contractor after Notice of Award.
- B. Submission
 - 1. General Contractor
 - a. List of subcontractors
 - b. Schedule of Values
 - c. List of suppliers
 - d. Progress schedules
 - 2. Metro Parks
 - a. Procedures for field decision
 - b. Submittals
 - c. Application for Payment
 - d. Shop drawings required
 - e. Change orders
 - f. Contract closeout procedures

1.4 JOB MEETINGS & FIELD REVIEWS

- A. Weekly job meetings may be scheduled to review the progress and status of construction.
- B. Metro Parks shall examine work in progress and notify the Contractor when deadlines do not meet progress schedule and whenever work is not conformance with the Contract Documents.

END OF SECTION

SECTION 01340

SUBMITTALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Shop Drawings. (Plan of proposed concrete control joints)

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Closeout

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a transmittal form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Park, Contractor, Subcontractor or Supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. For each submittal for review, allow 3 days excluding delivery time to and from the Contractor.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Revise and resubmit, identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- I. Submittals not requested will not be recognized or processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate at preconstruction conference.
- B. Revise and resubmit as required.

- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

1.5 SHOP DRAWINGS

- A. Submit 2 copies.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- C. Name and location of disposal site.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.

1.2 RELATED SECTIONS

- A. Instructions to bidders - Contract closeout requirements.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owners review.
- B. Submit final Application for Payment identifying total adjusted Contract Amount, previous payments, and sum remaining due.
- C. Provide all submittals to Owner that are required by the Instructions to Bidders.
- D. Owner will occupy all portions of the site.

1.3 FINAL CLEANING

- A. Execute final cleanup prior to final project assessment.
- B. Clean debris from site, sweep pavement.
- C. Remove waste, surplus materials and rubbish from the site.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

1.5 SUBMITTALS

- A. Submit documents to Owner with claim for final Application for Payment.

PART 2 – PRODUCTS Not applicable.

PART 3 – EXECUTION Not applicable.

END OF SECTION