

**FULTON COUNTY, OHIO
RECLAMATION OF CHESTERFIELD TOWNSHIP ROAD 14
TUESDAY, JUNE 10, 2014
10:30 A.M.**

Company Name _____

Contact Person _____

Email Address _____

Street Address _____

City, State _____

Zip Code _____

Phone _____

Fax _____

To be considered a valid bidder, you must either pick up plans and proposal at our office and be added to the bidders list or fax this registration form to us prior to the bid opening to be added to the bidders list. Subcontractors and suppliers are encouraged but not required to register as a plan holder.

Fax completed form to the Fulton County Engineer's Office 419-335-1091.

Bid documents obtained from the internet shall be submitted by the bidder bound and in its entirety.

PROPOSAL

**RECLAMATION OF CHESTERFIELD ROAD 14
BETWEEN ROAD RS AND STATE ROUTE 120**

FULTON COUNTY, OHIO

FULTON COUNTY COMMISSIONERS

*Perry Rupp
Bill Rufenacht
Paul Barnaby*

FULTON COUNTY ENGINEER
Frank T. Onweller, P.E., P.S.

BID ACCEPTED UNTIL: 10:30 A.M., Tuesday, June 10, 2014

LOCATION: *FULTON COUNTY COMMISSIONERS' OFFICE
152 S. FULTON ST., SUITE 270
WAUSEON, OHIO 43567*

BID SUBMITTED BY: _____
(Company)

STREET: _____

CITY: _____

STATE: _____ *ZIP CODE:* _____

PHONE: _____ *FAX:* _____

*SUPPLEMENTAL SPECIFICATIONS accompany and are a part of this
Proposal.*

**BID DOCUMENT
&
CONTRACT DOCUMENT**

FULTON COUNTY C.D.B.G. ALLOCATION PROGRAM

**Chesterfield Township
Reclamation of Road 14 Project**

Grantee: Fulton County Commissioners

Grant Administering Agency
Fulton County Regional Planning Commission
123 Courthouse Plaza, Suite 1
Wauseon, OH 43567
Phone: 419-337-9214
Fax: 419-337-9297

Engineer
Frank T. Onweller, P.E., P.S.
Fulton County Engineer
Phone: 419-335-3816
Fax: 419-335-1091

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SECTION A

Advertisement for Bids

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Board of County Commissioners, Fulton County, Ohio, for the reclamation of Chesterfield Township Road 14 project until 10:30 a.m., on June 10, 2014. At 10:31 a.m. the bids will be publicly opened and read aloud and recorded thereafter. Bids may be hand delivered or mailed to the Fulton County Commissioners at 152 S. Fulton St., Suite 270, Wauseon, OH 43567. Please mark as "Bid Documents – Chesterfield Township Road 14."

Plans, specifications, proposals and estimated quantities may be obtained or examined at the office of Frank T. Onweller, P.E., P.S., Fulton County Engineer, 9120 County Road 14, Wauseon, OH 43567 on weekdays, excluding holidays, between the hours of 8:00 AM and 4:30 PM local time. There will be a \$10 non-refundable charge for the proposal. Proposals may be shipped to a bidder. The bidder must cover shipping charges by supplying a shipping account number. Checks shall be made payable to the Office of the Fulton County Engineer. Legal notice, bid documents and a plan holders list are also posted on the internet at www.fultoncountyoh.com/engineer under "Bid Postings".

Bids must be submitted on the forms in the Bidding Document; must contain the names of every person or company interested therein; and shall be accompanied by a Bid Guaranty with satisfactory corporate surety, or be a certified check or bank check on a solvent bank in the amount of not less than 10% of the maximum bid amount, subject to the conditions provided in the Instructions to Bidders. The Engineer's cost estimate for the project is \$201,985.20.

SPECIAL ATTENTION MUST BE GIVEN to all the requirements contained in the bid packet, particularly the Federal Labor Standards Provisions and Davis Bacon Wages, various insurance requirements and various equal opportunity provisions.

Proposals may be withdrawn at any time before the scheduled closing time for receipt of bids, but may not be modified and resubmitted. No proposal or bid security may be withdrawn or modified after the scheduled closing time for submission of proposals for at least sixty (60) days of the bid opening, except as provided in ORC §9.31 or ORC §153.54(G). The County reserves the right to reject any or all bids, waive irregularities in any bid, and to accept any bid which is deemed most favorable to the County.

Fulton County Commissioners
By: Teri Suarez, Clerk

Dates Advertised: May 20, 2014 and May 27, 2014

SECTION B

Instructions to Bidders

INSTRUCTION TO BIDDERS

- I. All Proposals must be in a sealed envelope and marked on the outside as "**Reclamation of Chesterfield Road 14**" along with the name and address of the bidder.

Bids will be accepted at the office of the Fulton County Commissioners, 152 S. Fulton St., Suite 270, Wauseon, Ohio, until **10:30 A.M., Tuesday, June 10, 2014** at which time they will be publicly opened and read aloud.

- II. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed and submitted.
- III. The firm, corporation or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be hereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and the address of each person or corporation interested therein.
- IV. The total bid amount for each individual bid item will be determined by multiplying the approximate unit quantities shown in the bid schedule by the unit price specified by the bidder. The lowest bidder will be determined by summing up the total bid amounts for the individual bid items in the bid schedule. The successful bidder agrees to accept the unit prices specified for each bid item as full compensation for the actual work performed.
- V. The contracting authority reserves the right to waive any irregularities in the bidding procedure that are not in conflict with the Ohio Revised Code, and the right to reject any and all bids.
- VI. Prior to entering into a contract, the successful bidder must submit a Certificate of Insurance, indicating that he has in force a minimum of \$1,000,000.00 in liability insurance and a proof of coverage by Workman's Compensation Insurance. If the project is a bridge project, said Certificate of Insurance must indicate a minimum of \$3,000,000.00 in liability insurance is in force.

- VII. All bidders must be willing to enter into a contract in which they agree and assent, as part of the general terms and conditions of that contract, to the statutory requirements contained in Sections 125.111 and/or 153.59 of the Ohio Revised Code, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract for insurance, or services shall contain provisions similar to those required by Section 153.59 of the Ohio Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reason of race, religion, color, sex, handicap, national origin, ancestry, or military status, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, ancestry, or military status.

For all contracts that are subject to the requirements contained in Section 125.111 of the Ohio Revised Code, that all bidders shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Ohio Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

- VIII. **The bidder shall complete the following enclosed affidavits: Non-Discrimination Affidavit, Delinquent Personal Property Tax Affidavit, Non-Collusion Affidavit, and No Findings For Recovery Affidavit all shall be submitted at the time of the bid.**
- IX. **Whether the bidder obtained the bid proposal from the internet or received a copy from the Engineer's office, the bid documents shall be submitted bound and in its entirety.**
- X. This project is partially funded by the Ohio Public Works Commission (OPWC). The bidder shall complete the enclosed State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC

Assisted Construction Projects, and submit at the time of bid. Work on this project cannot begin until a Notice to Proceed is received from OPWC. The Notice to Proceed should be issued by mid-July.

- XI. The bidder shall complete the enclosed list of subcontractors form. If at the time of the bid the subcontractors are undetermined, then the list of subcontractors must be submitted before the preconstruction meeting.
- XII. Partial payments shall be made in accordance with the Ohio Revised Code. The Contractor shall submit a schedule of the work completed to the Engineer for approval. Payments shall be at the rate of 92% of the acceptable work completed until the project is 50% completed. After the project is 50% complete payments shall be made at the rate of 100% of the amount of acceptable work completed.
- XIII. OPWC will pay 18% of the cost, up to a maximum of \$33,700.00. CDBG will pay \$85,000 of the cost. The remainder of the project will be paid to the contractor by local funds. Fulton County will be responsible to split the quantities and send for payment.
- XIV. The Engineer's Estimate is: **\$201,985.20**
- XV. The successful bidder, upon his failure or refusal to execute and deliver the contract within ten (10) days after he has received notice of the acceptance of bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited within his bid.
- XVI. Liquidated damages will be deducted for work not completed by the completion date as per the Ohio Department of Transportation Standard Specifications.
- XVII. Work not completed by the completion date shall be subject to the deduction of county inspection, supervision and other similar engineering costs incurred after the completion deadline as per Section 5555.67 of the Ohio Revised Code.
- XVIII. Foreign Corporations and Contractors - Definition: "Foreign Corporations" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

- XIX. Upon award of the contract, but prior to the execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:
- a. Acceptance of Notice of Award
 - b. Contract
 - c. Insurance certificate(s) and/or policy(s)
 - d. (If over \$10,000): Contractor's Section 3 Plan
 - e. (If over \$10,000): Certification of Bidder Regarding Equal Employment Opportunity
 - f. (If over \$10,000): Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
 - g. Certification of Bidder Regarding Section 3 and Segregated Facilities
 - h. Certification(s) of (all) Proposed Subcontractors Regarding Section 3 and Segregated Facilities
 - i. (If over \$100,000): Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- XX. All work shall be completed in its entirety and equipment removed by **August 22, 2014.**

NOTICE TO BIDDERS

I. SPECIFICATIONS

The Standard Specifications of the State of Ohio Department of Transportation dated January 1, 2013 and applicable sections of the Ohio Revised Code will govern the road improvement project. The following shall also apply:

- (a) Any and all interim amendments, additions, changes, and/or deletions to the Standard Specifications.
- (b) Any supplemental specifications that are required for this project and as shown on the plans and/or attached to this Proposal.
- (c) Proposal Note 520, "Fuel Price Adjustment" shall be EXCLUDED from this project.
- (d) The following Sections of the 2013 Specifications shall be EXCLUDED from this project. Said Sections shall follow Fulton County Specifications outlined elsewhere in this Proposal, as applicable.

- Section 102.01, Prequalification of Bidders
- Section 102.03, Issuance of Proposals
- Section 102.06, Preparation of Bids
- Section 102.09, Proposal Guaranty
- Section 102.10, Delivery of Bid
- Section 102.11, Withdrawal of Bids
- Section 102.13, Public Opening of Bids
- Section 102.14 (A, I & M), Disqualification of Bidders
- Section 103.01, Consideration of Proposals
- Section 103.02, Award of Contract
- Section 103.04, Return of Proposal Guaranty
- Section 103.05, Requirement of Contract Bond
- Section 103.06, Execution of Contract
- Section 103.07, Failure to execute Contract
- Section 104.02 (A), Revisions to the Contract Documents
- Section 108.02, Partnering
- Section 401.20, Asphalt Binder Price Adjustment

- (e) ODOT CMS Section 108.01, The Prime Contractor must perform no less than thirty percent (30%) of the total original contract price in lieu of the fifty percent (50%) stated in Section 108.01.

- (f) A bidder may withdraw his bid from consideration in accordance with Ohio Revised Code Section 9.31.
- (g) The Contractor should replace the terms “the Department”, “the Engineer”, “the Director” and “the DCE” in the ODOT CMS with the term “agency awarding the contract.” Furthermore, nothing in this document is intended to alter the agency’s adherence to the Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

II. BID FILING

Bids shall be on the form prescribed by the contracting authority and filed in a sealed envelope at the time and place mentioned in the advertisement. The bids received shall be opened and tabulated at the time stated in this notice. Each bid shall contain the full name of each person or company submitting the bid.

III. BID GUARANTY

Pursuant to the provisions of Section 153.54, each bidder shall be required to file with his bid one of the following options:

1. A bond in accordance with division (B) of Section 153.54 of the Revised Code, providing for the Bid Guaranty and the Contract Bond in the full amount of the bid, or,
2. A Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1305 of the Revised Code, in accordance with division (C) of Section 153.54. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the bid. If this option is used, a Performance Bond issued by a surety company in the amount of 100% of the contract price shall be furnished by the successful bidder as a condition of the contract.

IV. QUALIFICATION OF BIDDER

Each bidder shall, if requested, furnish the owner satisfactory evidence of his competency to perform the proposed work. Such evidence of competency unless otherwise specified, shall consist of statements covering the bidder’s past experience on similar work, a list of equipment that would be available for the work, and the list of key personnel that would be available. In addition, each bidder shall, if requested, furnish the owner satisfactory evidence of his financial responsibility. Such evidence of financial responsibility shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the contractor’s last fiscal year.

Such statements or reports shall be certified by a public accountant. Such statement shall also indicate whether the bidder's financial responsibility is approximately the same as stated; and if it has changed, the bidder shall qualify the statement or report to reflect his true financial condition at the time of submitting the proposal.

In lieu of the above-mentioned statement of financial responsibility, the bidder may submit evidence that he is pre-qualified with the Ohio Department of Transportation and is on the current bidder's list of the state.

V. AWARDING OF CONTRACTS

The award of the contract shall be made to the lowest and best bidder. The bond or check from all unsuccessful bidders shall be returned to them by the contracting authority immediately upon awarding the contract or the rejection of all bids. The contracting authority may reject all bids. The Fulton County Commissioners reserve the right to alter any item of this proposal in order to meet budgetary restrictions.

Unless otherwise indicated in the specifications, the lowest and best bidder, after awarded the contract, shall enter into agreement within 60 days after the opening of the bids. Due to processing time, it is suggested that the successful bidder enter into written contract within 10 days of the notice of award.

VI. PREVAILING WAGE RATES

Prevailing wage rates ARE REQUIRED for this project and are attached.

VII. MAINTENANCE GUARANTEE BOND

The Contractor shall make all repairs due to defective workmanship or material for the term of one (1) year after the final acceptance date and shall correct and repair promptly during that time all defective work and material of whatever description. However, ordinary wear and tear or damage due to negligent or improper operation or maintenance on the part of the Owner shall not be considered any obligation to the Contractor. In case the Contractor shall neglect or fail to promptly make said repairs, after written notification, the Owner shall cause such repairs to be made at the expense of the Contractor and/or his surety.

As a guarantee for the faithful performance of the repairs for one (1) year as outlined above, the Contractor shall furnish to the Owner a maintenance bond executed by an acceptable surety company in an amount of one-hundred (100)

percent of the final contract amount. Said maintenance bond shall be submitted with the final pay request.

SECTION C

General Contract Conditions

GENERAL CONTRACT CONDITIONS

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

ARTICLE 3 - WAGE RATES

In the event that the rate of wages paid for any trade or occupant in the locality where such work is being performed are under current collective agreements or understandings between bona fide organizations of labor and employer, then the wages to be paid shall be not less than such agreed wage rates, nor less than the minimum rates compiled by the Federal Labor Standard Provision. A copy of these prevailing rates of wages has been included in these specifications.

Every Contractor and Subcontractor who is subject to this contract shall, as soon as he/she begins performance under his/her contract with the Owner, supply the Owner a schedule of the dates on which he/she is required to pay wages to employees. He/She shall also deliver to the prevailing wage coordinator within three weeks after each pay date, a certified copy of his/her payroll which shall exhibit for each employee paid any wages, name, current address, social security number, number of hours worked each day of the pay period and the total for each week, hourly rate of pay, job classification, fringe payments, and deductions from wages. The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly executed by the Contractor, Subcontractor, or duly appointed agent thereof and shall recite that the payroll is correct and complete and that the wage rate shown is not less than those required by the contract.

Insofar as possible, local labor shall be employed on this work.

ARTICLE 4 - AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 11, as applicable, of Executive Order 1246 as stated on page G-3 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 11, as applicable, and all other requirements, terms and conditions of those bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

ARTICLE 5 - INSURANCE

A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

C. Worker's Compensation

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the state of Ohio.

D. Contractor's Liability Insurance

i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance

Each Contractor shall maintain insurance to protect himself and the Owner, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

F. Installation Floater Insurance

When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

g. The Policies as listed above shall all contain all the following special provisions:

i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the County of Fulton."

ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.

iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.

iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

ARTICLE 6 - SAFETY

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, and all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Chapter shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.
- D. The Contractor shall maintain at his/her office or other well know place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

ARTICLE 7 - PERMITS

The Owner is responsible for obtaining and paying for the following permits:
The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 - SUPERVISION

- A. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the affected property.

ARTICLE 9 - CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

ARTICLE 10 - SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations there under.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- C. The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17, page B-5, of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

ARTICLE 11 - CHANGE OF WORK

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal be paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Owner.

ARTICLE 12 - TIME

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

ARTICLE 13 - COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 - TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 - PAYMENT

Payment to the Contractor shall be made by the Owner as follows:
. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved progress schedule from the Contractor, the Owner shall submit a drawdown request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 30 days is expected before said funds are forwarded to the Owner.

It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner may hold the proceed of a CDBG drawdown for only a short period. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

Owner will approve and make progress payments on Contract Price on the basis of and within 60 days of receipt of Contractor's invoice for payment.

SECTION D

Technical Specifications

FULTON COUNTY ENGINEER'S OFFICE SUPPLEMENTAL SPECIFICATIONS

Except as modified by these plans and by the detailed specifications pertaining thereto, all work shall be governed by the Fulton County construction standards and by the State of Ohio Department of Transportation, "Construction and Material Specifications" dated January 1, 2013 and supplements, including but not limited to supplemental specifications, supplements and proposal notes, thereto in effect fourteen (14) calendar days prior to receiving bids.

Note: Item 409 "Seal Coat" is governed by the State of Ohio Department of Transportation, "Construction and Material Specifications" dated January 1, 1997.

DEFINITIONS: All references to **LABORATORY**, used in these supplemental specifications, shall mean a currently inspected **American Material Research Laboratory (AMRL)** testing laboratory capable of performing the mix designs in accordance with this supplemental specification.

ITEM 202 – WEARING COURSE REMOVED

Pertinent sections of **202 WEARING COURSE REMOVED** apply including or in addition to the following:

1. A milled butt joint shall be provided where new pavements meet existing pavements and bridge decks. These areas shall be established by the **ENGINEER** and provided in accordance with ODOT standard construction drawing BP 3.1. Milled materials may be used for placement along berm areas.
2. Residential driveway approaches that are either concrete or asphalt will also be required to have a milled or saw cut butt joint. Asphalt for these approaches has been included under the appropriate line item, along with an additional line item for the removal of the existing material.

ITEM 203 - ROADWAY EXCAVATION AND EMBANKMENT

This work shall consist of all excavation and embankment as directed by the **ENGINEER** in the attached set of roadway construction plans.

The **CONTRACTOR** shall be responsible for the disposal of any and all excessive and unsuitable excavated material.

ITEM 409 – SEAL COAT

All materials placed shall be at the application rates established in the Unit Price Bid Schedule. One copy of the material supplied shall accompany each load delivered to the job site, and shall be presented to the **ENGINEER** at the time of placement. Only material tickets from approved sources shall be accepted for payment. The conversion factor shall be established by the **CONTRACTOR**, and agreed upon by the **ENGINEER** for each material submitted.

Any stockpiling of materials, or the location of a stockpile site, shall be approved by the **OWNER**.

ITEM - SPECIAL – FOG SEAL

Specifications for SS-1H (diluted); CRPE bituminous material

| | Specification | METHOD |
|--|---------------|----------------|
| TEST ON EMULSION | | |
| Furol Viscosity @ 25°C, sec. | 20-100 | ASTM D 244-00 |
| Residue by Weight, % | 30-35 | ASTM D 6997-04 |
| Oil distillate | < 2.0 | ASTM D 6997-04 |
| Sieve by Weight, % | < 0.1 | ASTM D 6933-04 |
| Storage Stability, 5 day on concentrate, % | < 7.0 | AASHTO T 59-01 |
| TESTS ON RESIDUE | | |
| Penetration @ 25°C, dmm. | 50-90 | ASTM D 5-05a |
| Solubility, % | 99.9 | ASTM D 2042-01 |

The Fog Seal application shall be completed approximately 14 days after the placement of the Chip Seal.

The road sections to be treated are to be swept of any loose chip seal aggregate, as per ODOT item 409.08. The sweeping of the Fog Seal sections shall be done approximately 10 to 14 days after the chip seal application. Care should be taken as to not dislodge the imbedded seal coat aggregate. The sweeping of the required sections shall be included in the cost of the Seal Coat.

Care should be taken to insure the applied fog seal materials have cured sufficiently before traffic is allowed to drive on it. Maintenance of Traffic for all applications shall be covered under Item 614.

ITEM 448 – ASPHALT CONCRETE

Pertinent sections of **401 ASPHALT CONCRETE PAVEMENTS - GENERAL** apply including or in addition to the following:

1. All pavers will be equipped with an automatic joint maker, which shall be used in making longitudinal joints. Longitudinal joints will be staggered between courses. The longitudinal joint of the surface course shall be at the center of the specified pavement width. Material shall be placed to provide 1/4 inch/foot crown and to level longitudinal deficiencies with a forty-foot (40') automatically controlled leveling ski for pavements equal to and greater than 20 feet in width.
2. Asphalt will be bid and paid for on a cubic yard basis. All quantity in excess of the contract amount shall be at the **CONTRACTOR's** expense unless otherwise authorized by the **ENGINEER**.
3. In the event of rain during laying operations, only those loaded trucks in route immediately after the rain has started will be permitted to unload, provided the surface to be paved was sufficiently tacked prior to the rain and that paving operations do not proceed through standing water.
4. No material will be laid on a wet surface or when the air temperature is less than 40 degrees.
5. Traffic will not be permitted on the asphalt until it has cured sufficiently that no marking shall appear.
6. All existing driveways and mailbox approaches shall be immediately restored following daily paving operations. In the event that paving is interrupted over several days it will be the responsibility of the **CONTRACTOR** to attend to these areas on a daily basis, if necessary, allowing the residents safe use of their approaches.
7. Any asphalt material reports created on paving operation days shall be submitted to the **ENGINEER**.

JOB MIX FORMULA - ASPHALT CEMENT SUBMITTAL

The Job Mix Formula (JMF) for each asphalt concrete mixture specified herein shall be developed by the **CONTRACTOR** and submitted to the **ENGINEER** for approval prior to the start of production. In addition, the **CONTRACTOR** shall provide certified test results indicating that the asphalt cement to be used conforms to the attached specifications for asphalt cement. A separate JMF and certification of asphalt cement test results shall be submitted for each aggregate and/or asphalt cement source to be used in the project. During production of the mixture, the **CONTRACTOR**

shall perform quality control procedures adequate to furnish assurance to the **ENGINEER** that the mixture delivered to the paving site is in reasonable conformance with specification requirements and can be incorporated in the work with satisfactory results.

One copy of the plant ticket shall accompany each load delivered to the paver and shall be presented to the **ENGINEER**. The total of the weights recorded on the plant tickets for each mixture furnished shall be converted to cubic yards for payment using the conversion factor established by the **CONTRACTOR** for each asphalt concrete mixture submitted to the **ENGINEER** for approval.

ITEM 407 - TACK COAT

Before placement of asphalt concrete, the **CONTRACTOR** shall apply a **TACK COAT** onto each intermediate course. Sufficient material has been provided in the estimate to cover the entire area of each paving course with **TACK COAT** at the rate of 0.08 gallons per square yard. The **ENGINEER** shall determine the final area requiring tack treatment together with the rate of application at the time of construction. Final payment quantity will be based upon the actual amount of bituminous material applied.

ITEM 614 - MAINTAINING TRAFFIC

1. Local driveway access shall be maintained at all times during construction. The **CONTRACTOR** shall provide residents and businesses with a minimum of twenty-four (24) hour notice when access to their drives will be restricted due to construction.
2. Lights, signs, barricades and drums shall be provided by the **CONTRACTOR** and placed in accordance with the latest edition of the Ohio Manual of Uniform Traffic Control Devices.
3. The **CONTRACTOR** shall install temporary centerline marking on the wearing course. In the event that the intermediate course and the wearing course are not going to be placed consecutively, the **CONTRACTOR** shall also place the temporary centerline marking on the intermediate course. Approved material for the temporary centerline shall be retroreflective pavement marking tape one (1) to one and one half (1.5) feet in length and at a maximum spacing of fifty (50) feet. Payment for the temporary centerline striping shall be included in the lump sum price for Item 614, Maintaining Traffic.
4. The **CONTRACTOR** is responsible for contacting and keeping informed, the Fulton County Sheriff, the local post office and all affected school districts during the entire project.

5. The **CONTRACTOR** shall notify the **ENGINEER** in writing seven working days prior to the closing of the road.
6. Fulton County will be responsible for establishing, maintaining and signing detour routes.
7. Maintaining Traffic in accordance with the above provisions shall be included for payment in the lump sum for Item 614, Maintaining Traffic.

COORDINATION WITH CHESTERFIELD DAIRY

The Chesterfield Dairy is located within this section of Road 14. They have daily operational traffic. All construction shall be coordinated with the dairy daily so they can schedule trucks to come in and out of either the north or south. All construction shall take place either north or south of one of the dairy drives at a time. Payment for this shall be included in Item 614, Maintaining Traffic.

ITEM 617 – RECONDITIONING SHOULDERS

1. Shoulder reconditioning shall begin as soon as the new surface is able to allow berming equipment to operate without damaging the new surface.
2. Approved Material for this item shall be O.D.O.T. Item 411.
3. Lights, signs, and barricades shall be placed and maintained until berming has been completed. All shoulder reconditioning shall be completed before the road is opened to traffic other than local traffic. Where any pavement course results in a drop-off of 2.0 inches or greater; reflective barrels, 18-inch reflective traffic cones, or reflective delineators shall be provided and maintained by the **CONTRACTOR** until such time as shoulder reconditioning operations have been satisfactorily completed. In the event that shoulder reconditioning is not caught up and/or drop-offs are left unprotected, paving operations will be halted until such time as shoulders are adequately reconditioned.

TESTING FOR QUALITY CONTROL

An independent testing laboratory may be retained to insure quality control on the entire project. Should any retesting be required to settle disputes, such testing will be at the **CONTRACTOR's** expense.

UNDERGROUND UTILITIES

Prior to any construction activity, the **CONTRACTOR** shall contact the Ohio Utility Protection Service (OUPS) at 1-800-362-2764.

CONTROL POINTS

Before actual construction operations begin, the **ENGINEER** will reference all existing monuments, railroad spikes, iron bolts, etc. in the survey line. Upon completion of the pavement surfacing, the **ENGINEER** will reestablish all control points in the new pavement.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The **CONTRACTOR** shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the **ENGINEER** has witnessed or otherwise referenced their location and shall not move them until directed.

LOAD RESTRICTIONS

The **CONTRACTOR** shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. The operation of equipment of such weight as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed by the **ENGINEER**. The **CONTRACTOR** shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

SUBMITTALS

Within 45 days from the date of the Notice to Proceed, the **CONTRACTOR** shall submit, to the **ENGINEER**, all required submittals, including but not limited to: material supplier(s), material specifications, shop drawing(s), sub-contractor(s) list, and project progress schedule. The **CONTRACTOR** will not be eligible for a contract time extension due to his failure to submit the required submittals in a timely manner. As a courtesy, the **ENGINEER** may provide each **CONTRACTOR** a list of required submittals for reference. The completeness of this list, however, is not guaranteed and it shall be the responsibility of the **CONTRACTOR** to verify its completeness.

The **CONTRACTOR** shall, in writing, inform the **ENGINEER** of all submittals that deviate from the requirements of the Contract Documents. Submittals that are part of a system shall be made as a fully integrated submittal that will enable the **ENGINEER** to verify compliance with the Contract Documents.

The submittal(s) shall clearly identify the project name and shall be complete with respect to dimensions, materials of construction, the name and address of the manufacturer and local supplier, and pertinent catalog numbers. The information shall include enough detail to permit the **ENGINEER** to verify compliance with the Contract Documents and the design intent.

The **CONTRACTOR** shall submit a minimum of two (2) copies of all submittals.

The **CONTRACTOR's** stamp of certification and signature shall be required on all copies of every submittal made to the **ENGINEER**. The stamp of certification shall constitute a representation to the **ENGINEER** that the **CONTRACTOR** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility of doing so, and that the **CONTRACTOR** has reviewed and coordinated each shop drawing and sample with the requirements of the Contract Documents.

The **ENGINEER** will review and act with reasonable promptness upon shop drawings and samples, but this review and action shall be only for the conformance with the design concept of the project and for compliance with the information given in the Contract Documents, and shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions or programs incident to such factors. The review of and action upon a separate item will not indicate acceptance of the assembly in which the item functions.

The approval of the **CONTRACTOR's** submittals is for general conformance to the Contract Documents, but subject to the detailed requirements of the Contract Documents. Such review by the **ENGINEER** shall not relieve the **CONTRACTOR** of his responsibility for the accuracy, proper fit, functioning or performance of any phase of the work included in the Contract Documents.

If the **ENGINEER** rejects a submittal as non-compliant with the Contract Documents, or if insufficient information has been provided to determine compliance, the **CONTRACTOR** shall make a re-submittal which complies with the Contract Documents or provides additional information as required. Re-submittals shall be clearly identified by the **CONTRACTOR** as such and all changes from the previous submittal shall be plainly evident through the use of conventional revision symbols, or an equally effective method.

COMPLETION DATE AND REMOVAL OF EQUIPMENT

All work shall be completed in its entirety by **August 22, 2014**.

RECLAMATION SPECIFICATIONS

ITEM SPECIAL – FULL DEPTH RECLAMATION

1. DESCRIPTION

This project is approximately 7,063 feet long. The existing stone base is approximately 20 feet to 24 feet wide and 4 inches to 7 inches deep. From Road RS to the north, there is 450' feet that has approximately 3 inches of cold mix asphalt in addition to the stone base. This 450' is to undergo two passes of reclamation. The remainder of the mile will undergo one pass of reclamation.

Reclamation shall consist of pulverizing, mixing, and compacting the existing bituminous surface and the underlying granular base material to a depth of 5" on the 450' cold mix section just north of Road RS (Pass #1). The material shall then be compacted to accommodate local traffic. No. 4 Aggregate is to be added to the stone portion of the road (6,613 feet) at a 20 foot width and a 3 inch depth. Once the above criteria is met, Portland Cement shall be added to the entire 7,063 foot length at a 20' width and said materials shall then be mixed at a depth of 9" (Pass #2). After the second pulverization pass, the reclaimed material shall be used to establish proper width, grade and a cross-slope of ¼ inch per foot. The material shall then be compacted to create an "In-Place" Stabilized Base Course (SBC).

2. MATERIALS

- A. PULVERIZED BASE MATERIAL. The pulverized asphalt/base material in the roadway shall meet the following gradation requirements:

| <u>SIEVE SIZE</u> | <u>% PASSING</u> |
|-------------------|------------------|
| 2" | 100 |
| #4 | 30-65 |
| #200 | 0-10 |

- B. AGGREGATE. The aggregate to be added to the surface of the road shall be ODOT No. 4 Aggregate. The aggregate shall be purchased, delivered, and uniformly placed by the **CONTRACTOR** at the specified thickness.
- C. CEMENT. Dry additive shall be Type 1 Portland Cement and shall meet all state specifications. The cement shall be purchased, delivered, and uniformly placed by the **CONTRACTOR** at the specified rate.
- D. WATER. Water that is needed for dust control and/or to aid in compaction shall be clean and clear. If the water is of questionable quality, it shall be tested in accordance with the requirements of AASHTO T-26 and at the expense of the **CONTRACTOR**.

- E. SURFACE SEALING (Prime Coat & Choke Aggregate). The emulsion to be used for this sealing shall conform to ODOT Item 408. Material can be AE-PB or an approved equal. After applying the Prime Coat, #8 limestone shall be spread over the surface at the specified rate to prevent tracking of the bituminous material. The Prime Coat & Choke Aggregate shall be purchased, delivered, and uniformly placed by the **CONTRACTOR** at the specified rates.

3. CONSTRUCTION

- A. GENERAL. The **CONTRACTOR** shall provide all necessary labor, equipment, and materials, as required, to pulverize, mix, place and compact the SBC. All materials and provisions as specified herein shall apply.

B. EQUIPMENT.

- PRE-PULVERIZATION/SHAPING. The **CONTRACTOR** shall pre-pulverize all pavement materials within the roadway limits to the depth specified, shape said pulverized materials and compact pulverized material until no further densification is achieved. After acceptance by the **ENGINEER**, the **CONTRACTOR** shall commence with spreading and blending.
- The equipment for pulverizing and mixing the existing pavement surfaces shall be a self-propelled road reclaimer and have the following features and capabilities:

Reclaimer/Asphalt Emulsion Equipment

- Capable of pulverizing (In-Place) the existing pavement and base at a minimum width of 8' at a specified depth of 12" minimum.
- Cutting drum shall have the ability to operate at various speeds (RPM), independent of the machine's forward speed, with an adjustable mechanism to control chunk size and gradation.
- Shall have a breaker bar and/or mixture retention door on the cutting drum in order to help control mixture gradation and/or sizing.
- The cutting drum shall be fully maintained and in good condition at all times throughout the job.

The reclaimer model proposed for use shall have successfully been used by the **CONTRACTOR** or **SUBCONTRACTOR** on other projects and upon request, must be approved by the **ENGINEER**.

- CEMENT SPREADING. The additive shall be placed with a cement distributor designed to spread a uniform coverage at the specified rate. The **CONTRACTOR** shall provide a method to check the application rate of the spreader and assure conformance with the contract or job mix requirements. Dry additives shall be spread in a manner to minimize dusting. Skirting shall be provided on the spreader discharge and extend to the SBC. The dry

additive shall not be applied when wind conditions, in the opinion of the **ENGINEER**, are such that excessive blowing additive becomes objectionable to traffic or adjacent property owners.

- **RECLAIMED BASE COURSE PLACEMENT/GRADING.** Following mixing, the SBC shall be graded by means of a conventional motor grader or paving machine with automatic slope control, to the lines and grades established in the plans or proposal. Paving of this type is expected to be in accordance with acceptable base course products, with a tolerance of not more than 0.05' of irregularity. Reclaimed material shall be kept within the limits of the proposed base width. Any material spread beyond the proposed base width shall be cleaned up by the **CONTRACTOR**.
- **COMPACTION.** The number, weight and type of rollers shall be sufficient to obtain the required compaction while the SBC is in a workable condition. When reclaiming depths of 6" or more, breakdown rolling shall take place prior to motor grader manipulation utilizing a large single drum vibratory pad-foot compactor. Said roller shall be capable of applying 52,000 lbs. of centrifugal force minimum.

Intermediate compaction shall be performed with a 30-ton pneumatic roller equipped with a watering device or a single smooth drum vibratory compactor capable of a minimum of 52,000 lbs. centrifugal force. Rolling shall be performed until no displacement is detected.

Final rolling shall be done by a 10-15 ton single or double-drum vibratory steel wheel roller operating in static mode.

- **COMPACTION. (General)** Water, if required, shall be uniformly applied over the SBC materials during the compaction operation in the amount necessary to obtain proper densification. If during production rolling, the SBC material becomes unstable due to excess moisture, the material shall be aerated and allowed to dry to the point at which stability can be secured.

Rollers shall not be stopped and left sitting on uncompacted SBC. Rolling shall be established so that starting and stopping will be on previously compacted recycled material or on the existing bituminous roadway, if at all possible.

Any type of rolling which results in cracking, movement, or other types of distress shall be discontinued until such time as the problem can be resolved. Discontinuation and commencement of rolling operations shall be at the sole discretion of the **ENGINEER**.

- C. **WEATHER LIMITATIONS.** Work shall be performed between April 1 and October 15, unless otherwise directed by the **ENGINEER**. The temperature shall be 50° F and rising, with no standing water on the existing surface. No work shall be performed if there is a forecast of ambient temperatures below 32° F within 24

hours. No work shall be performed if rain is predicted during the expected time period from the first reclamation pass to the final grading of the SBC.

- D. **CONSTRUCTION LIMITATIONS.** When any of the operations, after the application of cement, are interrupted for more than 30 minutes or when the uncompacted mixture is wetted by rain so that the optimum moisture content is exceeded by 2 percentage points, the decision to reconstruct the portion affected shall be made by the **ENGINEER**. In the event the uncompacted, rain-wetted mixture exceeds the specified moisture content tolerance, the **CONTRACTOR** shall reconstruct the portion affected at their expense.
- E. **SURFACE SEALING.** The Prime Coat and Choke Aggregate shall be applied to the SBC as soon as possible after final compaction, preferably on the same day and at a maximum of 24 hours after final compaction per reclaimed section. If the Prime Coat and Choke Aggregate are not placed on the same day as the final compaction, the **CONTRACTOR** shall water the SBC so that the surface is continuously moist prior to the application of the Prime and Choke. Water shall be placed so that no erosion of the SBC occurs. Any additional expenses to keep the surface moist shall be the responsibility of the **CONTRACTOR**.

Traffic may be allowed on the SBC before the new asphalt section is placed, however, it is at the discretion of the **ENGINEER**. Allow the reclaimed base course to cure for at least 7 days after proper compaction before placement of the new asphalt course.

- F. **SURFACE BROOMING.** The **CONTRACTOR** is to broom the SBC after the curing period and prior to placement of the asphalt overlay, to remove all loose stone. This stone may be used as berm stone, and left in place neatly along the shoulder.

Brooming of the road surface at any stage of the reclamation process shall be completed in a manner that all material is contained within the aggregate shoulder area. All material that is broomed off the surface and is outside the aggregate shoulder area shall be cleaned up by the **CONTRACTOR**.

- G. **QUALITY CONTROL.** An independent testing laboratory may provide quality control monitoring and testing. Quality control may be provided during construction and/or after the reclaimed base has cured. All such monitoring and testing shall be at the expense of the Owner. The testing lab work shall include but not be limited to: the verification of proper cross slope and width of reclaimed base and verification that specified reclamation depths were achieved.

4. QUALIFICATION OF BIDDERS.

Upon request, bidders shall provide evidence of adequate experience with the materials and processes specified for this work for at least 2 years and shall submit the following:

A. REFERENCES. References may be requested from at least three public agencies where work of this class was undertaken by them in the past two years. These references shall list the following:

- Name of public agency
- Telephone & Fax # of contact
- Quantity of work performed in square yards
- Contact person
- Date of work performed
- Contract Amount

B. EQUIPMENT LIST. A list of equipment available for completion of this work shall be furnished upon request.

5. METHOD OF PAYMENT

Payment for all the above shall be included in the unit price bid for the respective items.

SECTION E

Proposal Forms

**RECLAMATION OF CHESTERFIELD TOWNSHIP ROAD 14
UNIT PRICE BID SCHEDULE**

The undersigned having full knowledge of the site, plans, specifications, and supplemental specifications for the above named improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications, supplemental specifications, and completion dates, and to accept the unit prices specified below for each item as full compensation for the work in this proposal.

Date set for completion: **August 22, 2014**
 Engineer's Estimate: **\$201,985.20**

The **"TOTAL AMOUNT OF THE BID"**, BASED ON THE **"Approximate Unit Quantities"** given below times the unit prices specified by the Bidder amounts to the sum of:

_____ and _____ /100 DOLLARS (\$ _____)

BIDDER: _____

| REF. ITEM | NO. | QUANTITY | UNITS | DESCRIPTION | UNIT PRICE | ESTIMATED COST |
|--|---------|----------|-------|--|------------|----------------|
| CHESTERFIELD TOWNSHIP ROAD 14 (ROAD RS TO STATE ROUTE 120) - CDBG & OPWC FUNDED | | | | | | |
| 1 | Special | 1,226 | C.Y. | Aggregate for Road, T=3" | \$ _____ | \$ _____ |
| 2 | Special | 15,695 | S.Y. | Full Depth Reclamation | \$ _____ | \$ _____ |
| 3 | Special | 251 | TON | Portland Cement @ 32 Lbs./S.Y. | \$ _____ | \$ _____ |
| 4 | 408 | 5,493 | GAL. | Prime Coat, AE-PB @ 0.35 Gal./S.Y. | \$ _____ | \$ _____ |
| 5 | 408 | 118 | TON | Choke Aggregate, No. 8 @ 15 Lbs./S.Y. | \$ _____ | \$ _____ |
| 6 | 409 | 7,848 | GAL. | Bituminous Material, HF RS2 @ 0.50 Gal./S.Y. | \$ _____ | \$ _____ |

| REF. ITEM | NO. | QUANTITY | UNITS | DESCRIPTION | UNIT | PRICE | ESTIMATED COST |
|---|---------|----------|-------|--|------|-------|----------------|
| CHESTERFIELD TOWNSHIP ROAD 14 (ROAD RS TO STATE ROUTE 120) - CDBG & OPWC FUNDED, CONTINUED | | | | | | | |
| 7 | 409 | 5,494 | GAL. | Bituminous Material, HF RS2 @ 0.35 Gal./S.Y. | | \$ | \$ |
| 8 | 409 | 236 | TON | Cover Aggregate, No. 6 @ 30 Lbs./S.Y. | | \$ | \$ |
| 9 | 409 | 157 | TON | Cover Aggregate, No. 8 @ 20 Lbs./S.Y. | | \$ | \$ |
| 10 | Special | 1,884 | GAL. | Bituminous Fog Seal Material @0.12 Gal./S.Y. | | \$ | \$ |
| 11 | 617 | 175 | C.Y. | Reconditioning Shoulders, 2' Width..... | | \$ | \$ |
| 12 | 103 | 1 | Lump | Premium for Contract Performance & Maintenance Guarantee Bond..... | | \$ | \$ |
| 13 | 614 | 1 | Lump | Maintaining Traffic..... | | \$ | \$ |
| 14 | 623 | 1 | Lump | Construction Layout Stakes..... | | \$ | \$ |
| CHESTERFIELD TOWNSHIP ROAD 14 ~ 500' SECTION (US20 TO ROAD RS) - NON-CDBG & OPWC FUNDED TO BE PAID 100% BY CHESTERFIELD TOWNSHIP | | | | | | | |
| 15 | Special | 1,028 | S.Y. | Full Depth Reclamation..... | | \$ | \$ |
| 16 | Special | 24 | TON | Portland Cement @ 32 Lbs./S.Y. | | \$ | \$ |
| 17 | 408 | 360 | GAL. | Prime Coat, AE-PB @ 0.35 Gal./S.Y. | | \$ | \$ |
| 18 | 408 | 8 | TON | Choke Aggregate, No. 8 @ 15 Lbs./S.Y. | | \$ | \$ |

| REF. ITEM | NO. | NO. | QUANTITY | UNITS | DESCRIPTION | UNIT | PRICE | ESTIMATED COST |
|---|---------|-----|----------|-------|---|-----------|-------|----------------|
| CHESTERFIELD TOWNSHIP ROAD 14 ~ 500' SECTION (US20 TO ROAD RS) - NON-CDBG & OPWC FUNDED TO BE PAID 100% BY CHESTERFIELD TOWNSHIP | | | | | | | | |
| 19 | 409 | 514 | GAL. | | Bituminous Material, HF RS2 @ 0.50 Gal./S.Y. | \$ | | \$ |
| 20 | 409 | 360 | GAL. | | Bituminous Material, HF RS2 @ 0.35 Gal./S.Y. | \$ | | \$ |
| 21 | 409 | 16 | TON | | Cover Aggregate, No. 6 @ 30 Lbs./S.Y. | \$ | | \$ |
| 22 | 409 | 11 | TON | | Cover Aggregate, No. 8 @ 20 Lbs./S.Y. | \$ | | \$ |
| 23 | Special | 124 | GAL. | | Bituminous Fog Seal Material @0.12 Gal./S.Y. | \$ | | \$ |
| TOTAL AMOUNT OF BID..... | | | | | | \$ | | \$ |

In submitting the Bid, the Bidder represents, that the Bidder has examined and carefully studied the Bidding Documents, and the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No. _____ Addendum Date _____

Respectfully submitted: _____

Attest: _____
 Corporation Seal _____
 Company

By _____
 Date _____
 Title _____

NON-DISCRIMINATION AFFIDAVIT

STATE OF _____ SS _____

COUNTY OF _____

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

_____ of _____ the party
Title Company

that made the foregoing proposal or bid; that such party does not and shall not discriminate against any employee or applicant for employment because of race, creed, sex, disability or military status as defined in section 4112.01 of the Ohio Revised Code, or color as is described and prohibited by Section 153.59 and/or 125.111 of the Ohio Revised Code. Furthermore, if awarded the contract under this proposal or bid, said party shall indemnify and hold harmless the Fulton County Board of Commissioners for any violations of Section 153.59 or 125.111 of the Ohio Revised Code made by any contractor, subcontractor or any person who works on behalf of the party relating to the ensuing contract.

Signature

Affiant

Company

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____
20____. (Seal)

My Commission Expires:

Date

DELINQUENT PERSONAL PROPERTY TAX STATEMENT

O.R.C. SECTION 5719.042

I _____, _____ of _____
Name Title

_____ affirm that at the time that I submitted the Bid for
Name of Company

to the _____

on _____, _____ that _____
Name of Company

Was/was not charged with delinquent Personal Property Taxes by the _____ County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due _____ County are _____
and unpaid penalties and interest are _____

Signature

Company

Date

Before me appeared _____ on this _____ day of _____

Notary Public

NON-COLLUSION AFFIDAVIT

State of _____

I _____
Name Title

of _____ affirm that at the time that I submitted the Bid for
Name of Company

To the _____

On _____ that _____
Date Name of Company

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signature

Company

Date

Subscribed and sworn to before me this _____ day of _____.

Notary Public

Seal of Notary

NO FINDINGS FOR RECOVERY AFFIDAVIT
(O.R.C. Section 9.24)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Fulton County Commissioners on _____ that
(DATE)

_____ HAS / HAS NO unresolved finding for recovery from
(NAME OF COMPANY) (CIRCLE ONE)

the State Auditor per Ohio Revised Code 9.24.

(If there is a unresolved finding for recovery from the State Auditor, please complete the following section)

The amount of unresolved finding for recovery due the State Auditor is

_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

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

(NOTARY)

My Commission Expires:

(DATE)

List of Subcontractors

NOTE: If the Bidder intends to subcontract any of the work included in this Contract, he MUST list the firm name and address of each subcontractor he proposes to use for each of the various portions of the work. Failure to comply will make the bid incomplete and may make the entire proposal void. All work not listed must be done by the Bidder with his own forces unless special permission is secured from the Owner to do otherwise.

TYPE OF WORK

NAME

ADDRESS

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(To be executed by Bidder and Surety before depositing bid, unless certified check is submitted)

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
1 _____ as Principal and
2 _____ as Surety, are hereby held and firmly bound unto
3 _____ hereinafter called the Oblige, in the penal sum of the dollar
amount of the bid submitted by the Principal to the Oblige on _____ to undertake the
project known as: _____

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

_____ DOLLARS (\$ _____). If this item 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 the alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW, THEREFORE, if the Oblige 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 Oblige the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount or which the Oblige may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference, not to exceed ten percent of the penalty hereon 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 Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

- 1 Here insert full name or legal title of Contractor and address
- 2 Here insert full name or legal title of Surety
- 3 Here insert full name or legal title of Owner

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

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

SIGNED AND SEALED This _____ day of _____, _____.

Principal Signature

Printed Name and Title

Surety

Attorney-in-fact

SURETY COMPANY ADDRESS:

SURETY AGENT'S NAME AND ADDRESS

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | |
|-------------------------------|-----------------------------|
| Social security number | |
| [] | [] - [] - [] [] [] [] |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | |
|---------------------------------------|---|
| Employer identification number | |
| [] | [] - [] [] [] [] [] [] [] [] [] |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ³ The actual owner ³ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONTRACTORS AFFIDAVIT

(This affidavit must be executed with each pay request)

State of _____)
) ss
County of _____)

The undersigned _____ hereby represents that on _____ they were awarded a contract by the FULTON COUNTY COMMISSIONERS, hereinafter called the Owner to _____, in accordance with the terms and conditions of Contract No. _____; and the undersigned further represents the subject contract work accomplished to this payment has now been completed.

The undersigned hereby warrants and certifies that all indebtedness to this date, arising by reason of the said contract, has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, they shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____, A.D. 20_____.

Contractor

By _____ Title _____

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

Notary Public

_____ County, Ohio.

(SEAL)

My Commission Expires

**Affidavit Of Compliance
PREVAILING WAGES**

(This affidavit must be executed with each pay request)

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 before me this _____ day of _____, 20 _____.

Notary Public

_____ County, Ohio.

(SEAL)

My Commission Expires

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.

SECTION F

Contract Documents

CONTRACT

TO BE PROVIDED AFTER AWARD OF BID

SECTION G

Federal and State Requirements

CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records and Audits

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

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise herefrom.

SPECIAL CONDITIONS PERTAINING TO HAZARDS
SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Housing and Community Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

(1) The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| | |
|-------------------------------------|---|
| Goals for Minority Participation | Goals for Female Participation 6.9% |
|-------------------------------------|---|

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Manager of the Office of Housing and Community Partnerships, Ohio Department of Development, P.O. Box 1001, Columbus, Ohio 43266-0101 within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any):

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to whom the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(i) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;

(ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;

(iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

(iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs of the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (Over \$10,000)

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

**Parking lots, drinking fountains, recreation or entertainment areas.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1964

(a) No person in the United States shall on the round of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

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

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

c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of those regulations.

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

CONTRACTOR

Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of _____.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local official in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- *D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- *E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in Section 3 covered project area.
- *F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table a, information related to proposed subcontracts.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

As officers and representatives of

(Name of Contractor)

Signature

Title

Date

Signature

Title

Date

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

| COLUMN 1 | COLUMN 2 | COLUMN 3 | COLUMN 4 | COLUMN 5 |
|-------------------------------------|--------------------------|--|---|--|
| JOB CATEGORY | TOTAL ESTIMATE POSITIONS | NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES | NUMBER POSITIONS NOT CURRENTLY OCCUPIED | NUMBER POSITIONS TO BE FILLED WITH L.I.P.A.R.* |
| OFFICERS/ SUPERVISORS | | | | |
| PROFESSIONALS | | | | |
| TECHNICIANS | | | | |
| HOUSING SALES/ RETAIL/MANAGEMENT | | | | |
| OFFICE CLERICAL | | | | |
| SERVICE WORKERS | | | | |
| OTHERS | | | | |

TRADE:

| | | | | |
|----------------------------|--|--|--|--|
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| MAXIMUM NUMBER TRAINEES | | | | |
| OTHERS | | | | |

TRADE:

| | | | | |
|----------------------------|--|--|--|--|
| JOURNEYMEN | | | | |
| HELPERS | | | | |
| APPRENTICES | | | | |
| MAXIMUM NUMBER TRAINEES | | | | |
| OTHERS | | | | |
| TOTAL | | | | |

*Lower income project area residents (L.I.P.A.R.) are individuals residing within Fulton County whose family income does not exceed % of the median income in the SMSA.

COMPANY

OHIO

DEPARTMENT OF DEVELOPMENT

OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR _____ PROJECT NUMBER _____ NAME OF PRIME

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

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

CONTRACTOR'S CERTIFICATION

ADDRESS OF BIDDER (Include ZIP Code) _____ NAME AND

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

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

_____ DATE _____ SIGNATURE

OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR _____ PROJECT NUMBER _____ NAME OF PRIME

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

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

SUBCONTRACTOR'S CERTIFICATION

ADDRESS OF BIDDER (Include ZIP Code) _____ NAME _____ AND

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

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

_____ DATE _____ SIGNATURE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph 91) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

ARCHITECT'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Grantee Number:

Project Name:

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Architect for the project: _____ (Legal Name and address)

(

Signature:

(Print Name)

Date:

Name of Chief Local
Executive Official:

Signature:

Date:

(

DESIGNER CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Grantee Number:

Project Name:

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Architect for the project: _____(Legal Name and address)

(

Signature:

(Print Name)

Date:

Name of Chief Local
Executive Official:

Signature:

Date:

(

SECTION H

Federal Labor Standards Provisions

**A REPRINT OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S
FEDERAL LABOR STANDARDS PROVISIONS, HUD-4010 DATED 2/84 (REVISED)**

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each additional classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bear a reasonable relationship to the wage rates contained in the wage determination.

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary (approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program (approved by the Office of Management and Budget under OMB Control Number 1215-0140).

Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing act of 1937 or under the Housing act of 1949 in the construction or development of the project), written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of fund until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or subcontractor to the respective employees to whom they are due. the Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wage paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(92)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing benefits or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) **The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls** to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(4)(i). This information may be submitted in any form desired. **Optional Form WH-347** is available for this purpose and **may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402.** The prime contractor is responsible for the submission of copies of payrolls by all subcontractors (approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4.

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid at the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determine that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. **Any employee listed on the payroll of a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.** In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through 910) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. **The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR part 5.5.**
7. **Contractor termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) **No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)** or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wages, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or causes to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. **Contract Work Hours and safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.**
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such **liquidated damages shall be computed** with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, **in the sum of \$10 for each calendar day** on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages by the clause set forth in subparagraph (1) of this paragraph.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own act or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the undersigned _____, the duly authorized representative of (hereinafter referred to as the contractor), do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contract containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the federal wage rates, and forward same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The prime contractor hereby agrees to perform all of its responsibilities in conformance with the Federal Labor Standards Provisions both diligently and effectively.

BY: _____

DATE:

TITLE:

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract; and

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, in his responsibility.

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a).]

(b) No part of the aforementioned contract has been or will be subcontract to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned is:

(b) The undersigned is:

- ___ (1) A Single Proprietorship
___ (2) A corporation organized in the State of _____
___ (3) A Partnership
___ (4) Other Organization (Describe):

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |
| | | |

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are: (If no, so state):

| NAME | TITLE | NATURE OF INTEREST |
|------|-------|--------------------|
| | | |
| | | |
| | | |
| | | |

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

| NAME | TITLE | TRADE CLASSIFICATION |
|------|-------|----------------------|
| | | |
| | | |
| | | |
| | | |

Date: _____
(Contractor)

(By)

WARNING

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

FEDERAL DAVIS-BACON WAGE DECISION

General Decision Number: OH140002 05/09/2014 OH2

Superseded General Decision Number: OH20130002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 01/17/2014 |
| 2 | 01/31/2014 |
| 3 | 02/14/2014 |
| 4 | 04/18/2014 |
| 5 | 04/25/2014 |
| 6 | 05/02/2014 |
| 7 | 05/09/2014 |

BRKY0007-003 06/01/2011

LAWRENCE

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 28.29 | 16.80 |

BROH0001-001 07/01/2010

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 29.30 | 11.81 |

BROH0001-004 06/01/2013

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 27.80 | 11.30 |

BROH0003-002 07/01/2011

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington,

Weston, Milton, Jackson & Grand Rapids) COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 28.38 | 15.78 |

BROH0005-003 05/01/2013

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER | | |
| BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS..... | \$ 32.63 | 12.33 |
| SANDBLASTERS..... | \$ 32.88 | 12.33 |
| SEWER BRICKLAYERS & STACK BUILDERS..... | \$ 33.13 | 12.33 |
| SEWER BRICKLAYERS; STACK BUILDERS; & SWING SCAFFOLDS. | \$ 30.91 | 11.78 |
| SWING SCAFFOLDS..... | \$ 33.38 | 12.33 |

BROH0006-005 05/01/2013

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 26.10 | 11.43 |

BROH0007-005 06/01/2013

PORTAGE & SUMMIT

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 28.61 | 14.44 |

BROH0007-010 06/01/2013

PORTAGE & SUMMIT

| | Rates | Fringes |
|--------------------|----------|---------|
| MASON - STONE..... | \$ 29.67 | 9.60 |

BROH0008-001 06/01/2013

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford),

MAHONING & TRUMBULL

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 26.78 | 16.51 |

BROH0009-002 07/01/2013

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 25.71 | 17.14 |
| Refractory..... | \$ 30.24 | 17.14 |

BROH0010-002 07/01/2013

(COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 26.95 | 15.66 |

BROH0014-002 07/01/2013

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 27.80 | 11.30 |

BROH0016-002 05/01/2013

ASHTABULA, GEAUGA, and LAKE COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.31 | 13.79 |

BROH0018-002 06/01/2013

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 27.80 | 11.30 |

BROH0022-004 06/01/2013

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 25.63 | 11.20 |

BROH0032-001 06/01/2011

GALLIA & MEIGS

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 30.72 | 12.23 |

BROH0035-002 07/01/2013

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 25.76 | 12.21 |

BROH0039-002 06/01/2013

ADAMS & SCIOTO

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 30.69 | 16.01 |

BROH0040-003 06/01/2013

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 27.56 | 17.35 |

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
 Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
 "Hot" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2013

Rates Fringes

Bricklayer, Stonemason
 COSHOCTON, FAIRFIELD,
 GUERNSEY, HOCKING, KNOX,
 KICKING, MORGAN,
 MUSKINGUM, NOBLE (Beaver,
 Buffalo, Seneca & Wayne
 Townships) & PERRY
 COUNTIES:.....\$ 25.96 12.94

BROH0045-002 06/01/2013

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 29.55 12.69

BROH0046-002 06/01/2013

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

Rates Fringes

Bricklayer, Stonemason.....\$ 28.59 16.36

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2013

ATHENS COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 27.80 11.30

BROH0052-003 06/01/2013

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 27.21 14.87

BROH0055-003 06/01/2013

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 27.95 | 14.56 |

CARP0003-004 06/01/2013

MAHONING & TRUMBULL

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 25.51 | 13.93 |

CARP0069-003 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 25.44 | 12.80 |

CARP0069-006 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 23.65 | 12.18 |

CARP0171-002 06/01/2013

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 25.89 | 14.62 |

CARP0200-002 05/01/2011

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| CARPENTER..... | \$ 27.17 | 11.30 |
| Diver..... | \$ 39.41 | 10.40 |
| PILEDRIVERMAN..... | \$ 27.17 | 11.30 |

CARP0248-005 07/01/2008

LUCAS & WOOD

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 27.27 | 14.58 |

CARP0248-008 07/01/2008

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES..... | \$ 23.71 | 13.28 |

CARP0254-002 06/01/2013

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 31.38 | 13.59 |

CARP0372-002 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 23.18 | 13.28 |

CARP0639-003 06/01/2013

MEDINA, PORTAGE & SUMMIT

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 29.40 | 13.77 |

CARP0735-002 06/01/2013

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 24.76 | 12.42 |

CARP1311-001 05/01/2013

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--------------------------------|----------|-------|
| Carpenter & Piledrivermen..... | \$ 26.74 | 13.93 |
| Diver..... | \$ 40.58 | 9.69 |

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| Piledrivermen & Diver's Tender...\$ | 27.30 | 16.05 |

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| Piledrivermen & Diver's Tender...\$ | 25.15 | 15.92 |

DIVERS - \$250.00 per day

CARP1871-006 06/01/2013

BELMONT, HARRISON, & MONROE

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 47.07 | 13.92 |
| Piledrivermen; Diver, Dry..... | \$ 31.38 | 13.92 |

CARP1871-008 06/01/2013

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

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 44.22 | 15.49 |
| Piledrivermen; Diver, Dry..... | \$ 29.48 | 15.49 |

CARP1871-014 06/01/2013

CARROLL, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 37.40 | 13.81 |
| Piledrivermen; Diver, Dry..... | \$ 24.93 | 13.81 |

CARP1871-015 06/01/2013

COSHOCTON, HOLMES, KNOX & MORROW

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 36.53 | 12.96 |
| Piledrivermen; Diver, Dry..... | \$ 24.35 | 12.96 |

 CARP1871-017 06/01/2013

MAHONING & TRUMBULL

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 39.44 | 14.16 |
| Piledrivermen; Diver, Dry..... | \$ 26.29 | 14.16 |

 CARP2235-012 01/01/2010

COLUMBIANA & JEFFERSON

| | Rates | Fringes |
|--------------------|----------|---------|
| PILEDRIVERMAN..... | \$ 29.95 | 12.25 |

 CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 23.71 | 13.28 |

 ELEC0008-002 05/27/2013

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
 PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 37.62 | 18.52 |
| ELECTRICIAN..... | \$ 35.83 | 18.52 |

 ELEC0032-003 06/01/2013

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
 WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
 Ridge & Salem Townships)

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 27.77 | 15.02 |

 ELEC0032-004 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,
 Marseilles, Mifflin, Richland, Ridge & Salem Townships)

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 20.27 | 4.12+a |
| Groundman Truck Driver..... | \$ 14.43 | 3.63+a |
| Lineman..... | \$ 22.52 | 4.31+a |

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

 ELEC0038-002 04/29/2013

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN | | |
| Excluding Sound & Communications Work..... | \$ 36.78 | 19.22 |

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEC0038-008 04/29/2013

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

| | Rates | Fringes |
|----------------------------------|----------|----------|
| Sound & Communication Technician | | |
| Communications Technician... | \$ 25.80 | 9.39+a+b |
| Installer Technician..... | \$ 24.55 | 9.36+a+b |

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEC0064-003 11/25/2013

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,

Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 31.02 | 12.91 |

ELEC0071-001 10/01/2013

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operators..... | \$ 30.15 | 11.33 |
| Groundmen..... | \$ 21.78 | 9.57 |
| Linemen & Cable Splicers.... | \$ 33.50 | 12.05 |

ELEC0071-004 10/01/2013

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 30.15 | 11.33 |
| Groundman..... | \$ 21.78 | 9.57 |
| Lineman & Cable Splicers.... | \$ 33.50 | 12.05 |

ELEC0071-005 10/01/2013

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

| | Rates | Fringes |
|---|----------|---------|
| LINE CONSTRUCTION: Equipment Operator | | |
| DOT/Traffic Signal & Highway Lighting Projects... | \$ 29.02 | 11.96 |
| Municipal Power/Transit Projects..... | \$ 34.33 | 13.24 |
| LINE CONSTRUCTION: Groundman | | |
| DOT/Traffic Signal & Highway Lighting Projects... | \$ 22.57 | 10.42 |

| | | |
|---|----------|-------|
| Municipal Power/Transit Projects..... | \$ 26.70 | 11.41 |
| LINE CONSTRUCTION: | | |
| Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects... | \$ 32.39 | 12.75 |
| Municipal Power/Transit Projects..... | \$ 40.15 | 14.63 |

ELEC0071-008 10/01/2013

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 30.15 | 11.33 |
| Groundman..... | \$ 21.78 | 9.57 |
| Lineman & Cable Splicers.... | \$ 33.50 | 12.05 |

ELEC0071-010 10/01/2013

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,
STARK, SUMMIT, and WAYNE COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 30.15 | 11.33 |
| Groundman..... | \$ 21.78 | 9.57 |
| Lineman & Cable Splicers.... | \$ 33.50 | 12.05 |

ELEC0071-013 10/01/2013

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 30.15 | 11.33 |
| Groundman..... | \$ 21.78 | 9.57 |
| Lineman & Cable Splicers.... | \$ 33.50 | 12.05 |

ELEC0071-014 10/01/2013

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &
Wilkesville Townships)

| | Rates | Fringes |
|-------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 30.15 | 11.33 |

| | | |
|------------------------------|----------|-------|
| Groundman..... | \$ 21.78 | 9.57 |
| Lineman & Cable Splicers.... | \$ 33.50 | 12.05 |

ELEC0082-002 12/02/2013

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 27.20 | 17.07 |
|------------------|----------|-------|

ELEC0082-006 07/01/2013

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

Rates Fringes

| | | |
|-------------------------------------|----------|------|
| Sound & Communication Technician | | |
| Cable Puller..... | \$ 9.14 | 4.91 |
| Installer/Technician..... | \$ 22.50 | 9.51 |

ELEC0129-003 03/01/2010

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 31.00 | 13.80 |
|------------------|----------|-------|

ELEC0129-004 03/01/2010

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 31.00 | 13.80 |
|------------------|----------|-------|

ELEC0141-003 09/01/2013

BELMONT COUNTY

Rates Fringes

| | | |
|--------------------|----------|-------|
| CABLE SPLICER..... | \$ 31.25 | 22.63 |
| ELECTRICIAN..... | \$ 31.00 | 22.63 |

ELEC0212-003 07/01/2013

BROWN, CLERMONT & HAMILTON

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| Sound & Communication Technician..... | \$ 22.50 | 9.51 |
| ----- | | |
| ELEC0212-005 06/03/2013 | | |

BROWN, CLERMONT, and HAMILTON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 26.35 | 16.09 |
| ----- | | |
| ELEC0245-003 08/26/2013 | | |

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

| | Rates | Fringes |
|---|----------|-----------------|
| Line Construction | | |
| Cable Splicer..... | \$ 39.72 | 24.77%+\$5.00+a |
| Groundman/Truck Driver..... | \$ 15.11 | 24.77%+\$5.00+a |
| Heli-arc Welding..... | \$ 34.84 | 24.77%+\$5.00+a |
| Lineman..... | \$ 24.54 | 24.77%+\$5.00+a |
| Operator - Class 1..... | \$ 27.63 | 24.77%+\$5.00+a |
| Operator - Class 2..... | \$ 24.18 | 24.77%+\$5.00+a |
| Traffic Signal & Lighting Technician..... | \$ 31.09 | 24.77%+\$5.00+a |

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 08/26/2013

ERIE COUNTY

| | Rates | Fringes |
|-----------------------------|----------|-----------------|
| Line Construction | | |
| Cable Splicer..... | \$ 39.72 | 24.77%+\$5.00+a |
| Groundman/Truck Driver..... | \$ 15.11 | 24.77%+\$5.00+a |
| Lineman..... | \$ 34.54 | 24.77%+\$5.00+a |
| Operator - Class 1..... | \$ 27.63 | 24.77%+\$5.00+a |
| Operator - Class 2..... | \$ 24.18 | 24.77%+\$5.00+a |

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be

paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-006 10/29/2012

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.00 | 26.16 |

ELEC0306-005 05/27/2013

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

| | Rates | Fringes |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 36.87 | 5%+14.01 |
| ELECTRICIAN..... | \$ 34.14 | 5%+14.01 |

ELEC0317-002 05/29/2013

GALLIA & LAWRENCE

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 32.68 | 18.13 |
| ELECTRICIAN..... | \$ 32.22 | 20.84 |

ELEC0540-003 06/05/1997

(TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Groundman; & Truck Driver... | \$ 14.65 | 8.18 |
| Line Equipment Operator..... | \$ 19.02 | 8.69 |
| Lineman; & Cable Splicer.... | \$ 21.86 | 9.01 |

ELEC0540-005 01/01/2014

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

ELECTRICIAN.....\$ 29.40 20.06

ELEC0573-003 12/02/2013

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

Rates Fringes

ELECTRICIAN.....\$ 30.26 16.01

ELEC0575-001 12/31/2012

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

Rates Fringes

ELECTRICIAN.....\$ 31.20 13.55

ELEC0648-001 09/03/2012

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

Rates Fringes

CABLE SPLICER.....\$ 28.83 15.04
ELECTRICIAN.....\$ 28.33 15.02

ELEC0673-004 05/27/2013

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

Rates Fringes

CABLE SPLICER.....\$ 33.47 16.59
ELECTRICIAN.....\$ 33.22 16.59

ELEC0683-002 05/27/2013

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

Rates Fringes

| | | |
|--------------------|----------|-------|
| CABLE SPLICER..... | \$ 31.20 | 15.09 |
| ELECTRICIAN..... | \$ 30.60 | 15.09 |

ELEC0688-003 05/27/2013

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 26.50 | 15.06 |
|------------------|----------|-------|

ELEC0972-002 06/01/2012

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

Rates Fringes

| | | |
|--------------------|----------|-------|
| CABLE SPLICER..... | \$ 31.61 | 20.56 |
| ELECTRICIAN..... | \$ 31.36 | 20.55 |

ELEC1105-001 05/27/2013

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 28.13 | 14.56 |
|------------------|----------|-------|

ENGI0018-003 05/01/2014

ASHTABULA, CUYAHOGA, ERIE, GAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

Rates Fringes

POWER EQUIPMENT OPERATOR

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 33.93 | 13.90 |
| GROUP 2..... | \$ 33.83 | 13.90 |
| GROUP 3..... | \$ 32.79 | 13.90 |
| GROUP 4..... | \$ 31.57 | 13.90 |
| GROUP 5..... | \$ 26.28 | 13.90 |
| GROUP 6..... | \$ 34.18 | 13.90 |
| GROUP 7..... | \$ 34.43 | 13.90 |

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types);

Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2014

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

POWER EQUIPMENT OPERATOR

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 32.44 | 13.90 |
| GROUP 2..... | \$ 32.32 | 13.90 |
| GROUP 3..... | \$ 31.28 | 13.90 |
| GROUP 4..... | \$ 30.10 | 13.90 |
| GROUP 5..... | \$ 24.64 | 13.90 |
| GROUP 6..... | \$ 32.69 | 13.90 |
| GROUP 7..... | \$ 32.94 | 13.90 |

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power

Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulatng/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2012

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| OPERATOR: Power Equipment ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 1 - A & B..... | \$ 36.48 | 16.06 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 2 - A & B..... | \$ 36.15 | 16.06 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 3 - A & B..... | \$ 32.82 | 16.06 |

ASBESTOS; HAZARDOUS/TOXIC
WASTE PROJECTS

GROUP 4 - A & B.....\$ 29.04 16.06

ASBESTOS; HAZARDOUS/TOXIC
WASTE PROJECTS

GROUP 5 - A & B.....\$ 25.64 16.06

HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 1 - C & D.....\$ 33.47 16.06

HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 2 - C & D.....\$ 33.19 16.06

HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 3 - C & D.....\$ 30.13 16.06

HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 4 - C & D.....\$ 26.66 16.06

HAZARDOUS/TOXIC WASTE
PROJECTS

GROUP 5 - C & D.....\$ 23.55 16.06

ALL OTHER WORK

GROUP 1.....\$ 30.49 16.06

ALL OTHER WORK

GROUP 2.....\$ 30.22 16.06

ALL OTHER WORK

GROUP 3.....\$ 27.44 16.06

ALL OTHER WORK

GROUP 4.....\$ 24.29 16.06

ALL OTHER WORK

GROUP 5.....\$ 21.46 16.06

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile
Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag
Attachment; Backhoe; Backhoe with
Shear attached; Backhoe-Rear Pivotal Swing; Batch
Plant-Central Mix Concrete; Batch Plant, Portable
concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug;
Boring Machine Attached to Tractor; Bullclam; Bulldozer;
C.M.I. Road Builder & Similar Type; Cable Placer & Layer;
Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom;
Compactor with Blade Attached; Concrete Saw (Vermeer or
similar type); Concrete Spreader Finisher; Combination,

Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2013

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, &
Structural.....\$ 30.85 19.18

IRON0017-010 05/01/2013

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including
metal building erection &
Reinforcing.....\$ 30.85 19.18

IRON0044-002 06/01/2013

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

Rates Fringes

IRONWORKER

Fence Erector.....\$ 22.70 18.40
Ornamental; Structural.....\$ 25.00 18.40

IRON0055-003 07/01/2013

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line

drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 19.40 | 18.32 |
| Flat Road Mesh..... | \$ 20.75 | 18.00 |
| Tunnels & Caissons Under Pressure..... | \$ 28.50 | 18.00 |
| All Other Work..... | \$ 28.32 | 19.35 |

IRON0147-002 06/01/2013

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 24.94 | 18.62 |

IRON0172-002 06/01/2013

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 27.67 | 17.69 |

IRON0207-004 06/01/2013

ASHTABULA (Southern part starting at the Geauga County line),
COLUMBIANA (E. of a line from Damascus to Highlandtown),
MAHONING (N. of Old Route #224), PORTAGE (E. of a line from
Middlefield to Shalersville to Deerfield) & TRUMBULL

| | Rates | Fringes |
|--------------------------|----------|---------|
| IRONWORKER | | |
| Layout; Sheeter..... | \$ 29.06 | 19.36 |
| Ornamental; Reinforcing; | | |
| Structural..... | \$ 28.06 | 19.36 |

IRON0290-002 06/01/2013

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn
from east to the west county line going through Oxford,
Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line
drawn from Catawla to the point where #68 intersects the
northern county line), CLARK (Western two-thirds), CLINTON
(Excluding south of a line drawn from Blanchester to
Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from
Marshall to Lynchburg & from the northern county line through
East Monroe to Marshall), LOGAN (West of a line drawn from
West Liberty to where the northern county line meets the
western county line of Hardin), MERCER (Southern half), MIAMI,
MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line
drawn from Blanchester through Morrow to the western county
line) COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 26.23 | 18.63 |

IRON0372-002 06/01/2013

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT,
CLINTON (South of a line drawn from Blanchester to Lynchburg),
HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of
county inside lines drawn from Marshall to Lynchburg from the
northern county line through E. Monroe to Marshall) and WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line) COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER, REINFORCING | | |
| Beyond 30-mile radius of Hamilton County Courthouse.. | \$ 26.95 | 18.00 |
| Up to & including 30-mile radius of Hamilton County Courthouse..... | \$ 26.70 | 18.00 |

IRON0549-003 12/01/2012

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM
(Excluding portion west of a line starting at Adams Mill going
to Adamsville and going from Adamsville through Blue Rock to
the south border)

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 30.00 | 16.49 |

IRON0550-004 06/01/2013

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to
Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line
going through Walhonding & Tunnel Hill to the South Co. line),
HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte.
#224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte.
#224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding
city limits of Barberton), TUSCARAWAS, & WAYNE

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers:Structural, Ornamental and Reinforcing..... | \$ 25.26 | 17.47 |

IRON0769-004 12/01/2012

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE
& SCIOTO

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 32.54 | 20.18 |

IRON0787-003 06/01/2013

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 30.87 | 19.15 |

* LABO0265-008 05/01/2014

| | Rates | Fringes |
|--|-------|---------|
| LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES | | |

| | | |
|--|----------|------|
| GROUP 1..... | \$ 28.15 | 9.80 |
| GROUP 2..... | \$ 28.32 | 9.80 |
| GROUP 3..... | \$ 28.65 | 9.80 |
| GROUP 4..... | \$ 29.10 | 9.80 |
| CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION..... | | |
| | \$ 30.76 | 9.80 |
| CUYAHOGA, GEAUGA & LAKE COUNTIES | | |
| GROUP 1..... | \$ 29.38 | 9.80 |
| GROUP 2..... | \$ 29.55 | 9.80 |
| GROUP 3..... | \$ 29.88 | 9.80 |
| GROUP 4..... | \$ 30.33 | 9.80 |
| REMAINING COUNTIES OF OHIO | | |
| GROUP 1..... | \$ 27.72 | 9.80 |
| GROUP 2..... | \$ 27.89 | 9.80 |
| GROUP 3..... | \$ 28.22 | 9.80 |
| GROUP 4..... | \$ 28.67 | 9.80 |

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunitite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2013

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

Rates Fringes

PAINTER

COMMERCIAL NEW WORK;

REMODELING; & RENOVATIONS

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.29 | 12.01 |
| GROUP 2..... | \$ 27.69 | 12.01 |
| GROUP 3..... | \$ 27.99 | 12.01 |
| GROUP 4..... | \$ 28.99 | 12.01 |

COMMERCIAL REPAINT

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 25.79 | 12.01 |
| GROUP 2..... | \$ 26.19 | 12.01 |
| GROUP 3..... | \$ 26.49 | 12.01 |

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2013

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

| | Rates | Fringes |
|---------------------|----------|---------|
| PAINTER | | |
| NEW COMMERCIAL WORK | | |
| GROUP 1..... | \$ 23.92 | 14.48 |
| GROUP 2..... | \$ 24.17 | 14.48 |
| GROUP 3..... | \$ 24.42 | 14.48 |
| GROUP 4..... | \$ 24.52 | 14.48 |
| GROUP 5..... | \$ 24.62 | 14.48 |
| GROUP 6..... | \$ 24.67 | 14.48 |
| GROUP 7..... | \$ 24.92 | 14.48 |
| GROUP 8..... | \$ 25.22 | 14.48 |
| GROUP 9..... | \$ 24.81 | 13.22 |

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

* PAIN0012-008 05/01/2014

BUTLER COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 20.73 | 8.71 |
| GROUP 2..... | \$ 23.39 | 8.71 |
| GROUP 3..... | \$ 23.89 | 8.71 |
| GROUP 4..... | \$ 24.14 | 8.71 |
| GROUP 5..... | \$ 24.39 | 8.71 |

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

* PAIN0012-010 05/01/2014

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

Rates Fringes

PAINTER

HEAVY & HIGHWAY BRIDGES-

GUARDRAILS-LIGHTPOLES-

STRIPING

| | | |
|---|----------|------|
| Bridge Equipment Tender and Containment Builder..... | \$ 20.73 | 8.71 |
| Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects..... | \$ 24.39 | 8.71 |
| Brush & Roller..... | \$ 23.39 | 8.71 |
| Sandblasting & Hopper Tender; Water Blasting..... | \$ 24.14 | 8.71 |
| Spray..... | \$ 23.89 | 8.71 |

PAIN0012-014 05/01/2014

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

Rates Fringes

PAINTER

| | | |
|--|----------|-------|
| Bridges..... | \$ 34.13 | 10.56 |
| Brush; Roller..... | \$ 24.65 | 10.56 |
| Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over) & Hazardous Work..... | \$ 25.35 | 10.56 |
| Spray..... | \$ 25.15 | 10.56 |
| Stacks; Tanks; & Towers..... | \$ 28.16 | 10.56 |
| Structural Steel & Swing Stage..... | \$ 24.95 | 10.56 |

PAIN0093-001 12/01/2013

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and
WASHINGTON COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridges; Locks; Dams; Tension Towers; & Energized Substations..... | \$ 29.74 | 15.10 |
| Power Generating Facilities.. | \$ 26.59 | 15.10 |

PAIN0249-002 05/01/2013

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| GROUP 1 - Brush & Roller.... | \$ 22.89 | 8.98 |
| GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes..... | \$ 22.70 | 8.98 |
| GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement..... | \$ 23.29 | 8.98 |
| GROUP 4 - Steeplejack Work.. | \$ 23.84 | 8.98 |
| GROUP 5 - Coal Tar..... | \$ 24.39 | 8.98 |
| GROUP 6 - Bridge Equipment Tender & or Containment Builder..... | \$ 26.13 | 8.98 |
| GROUP 7 - Tanks, Stacks & Towers..... | \$ 26.53 | 8.98 |
| GROUP 8 - Bridge Blaster, Rigger..... | \$ 32.50 | 8.98 |

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridge Equipment Tenders and Containment Builders.... | \$ 27.93 | 7.25 |
| Bridges; Blasters; and Riggers..... | \$ 34.60 | 7.25 |
| Brush and Roller..... | \$ 20.93 | 7.25 |
| Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work..... | \$ 25.82 | 7.25 |
| Spray..... | \$ 21.40 | 7.25 |

| | | |
|------------------------------|----------|------|
| Structural Steel and Swing | | |
| Stage..... | \$ 25.42 | 7.25 |
| Tanks; Stacks; and Towers... | \$ 28.63 | 7.25 |

PAIN0438-002 12/01/2013

BELMONT, HARRISON and JEFFERSON COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| PAINTER | | |
| Bridges, Locks, Dams, | | |
| Tension Towers & Energized | | |
| Substations..... | \$ 29.93 | 14.85 |
| Power Generating Facilities. | \$ 26.78 | 14.85 |

PAIN0476-001 06/01/2013

COLUMBIANA, MAHONING, and TRUMBULL COUNITIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 24.27 | 10.58 |
| GROUP 2..... | \$ 26.27 | 10.58 |
| GROUP 3..... | \$ 24.48 | 10.58 |
| GROUP 4..... | \$ 24.77 | 10.58 |
| GROUP 5..... | \$ 24.92 | 10.58 |
| GROUP 6..... | \$ 25.17 | 10.58 |
| GROUP 7..... | \$ 26.27 | 10.58 |

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2013

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 28.42 | 13.67 |

| | | |
|--------------|----------|-------|
| GROUP 2..... | \$ 29.71 | 13.67 |
| GROUP 3..... | \$ 31.01 | 13.67 |
| GROUP 4..... | \$ 33.54 | 13.67 |

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

Rates Fringes

PAINTER

| | | |
|--|----------|-------|
| Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing..... | \$ 20.71 | 11.00 |
| Brush & Roller..... | \$ 20.00 | 11.00 |
| Spray; Tank Interior & Exterior..... | \$ 20.53 | 11.00 |

PAIN0639-001 05/01/2011

Rates Fringes

Sign Painter & Erector.....\$ 20.61 3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2011

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice,

Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

Rates Fringes

PAINTER

| | | |
|-----------------------|----------|-------|
| Brush & Roller..... | \$ 22.25 | 10.56 |
| Structural Steel..... | \$ 23.85 | 10.56 |

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

Rates Fringes

PAINTER

| | | |
|--|----------|-------|
| Base Rate..... | \$ 24.83 | 10.00 |
| Bridges, Locks, Dams & Tension Towers..... | \$ 27.83 | 10.00 |

PAIN0841-001 06/01/2013

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

Rates Fringes

Painters:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 24.55 | 11.75 |
| GROUP 2..... | \$ 25.20 | 11.75 |
| GROUP 3..... | \$ 25.30 | 11.75 |
| GROUP 4..... | \$ 25.40 | 11.75 |
| GROUP 5..... | \$ 25.80 | 11.75 |
| GROUP 6..... | \$ 39.20 | 11.75 |
| GROUP 7..... | \$ 25.80 | 11.75 |

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN1020-002 04/01/2014

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 22.88 | 11.25 |
| Drywall Finishing & Taping.. | \$ 21.78 | 11.25 |
| Lead Abatement..... | \$ 24.63 | 11.25 |
| Spray, Sandblasting Pressure Cleaning, & Refinery..... | \$ 23.63 | 11.25 |
| Swing Stage, Chair, Spiders, & Cherry Pickers... | \$ 23.63 | 11.25 |
| Wallcoverings..... | \$ 20.48 | 11.25 |

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PLUM0042-002 07/01/2013

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

| | Rates | Fringes |
|----------------------|-------|---------|
| Plumber, Pipefitter, | | |

Steamfitter.....\$ 30.40 18.87

PLUM0050-002 09/01/2013

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 36.65 22.54

PLUM0055-003 05/01/2013

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

Rates Fringes

PLUMBER.....\$ 34.35 20.07

PLUM0083-001 07/01/2013

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

Plumber and Steamfitter.....\$ 25.42 27.83

PLUM0094-002 05/01/2013

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 32.08 16.04

* PLUM0120-002 05/01/2014

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

Rates Fringes

PIPEFITTER.....\$ 35.69 20.72

PLUM0162-002 06/01/2013

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 27.95 | 19.57 |

PLUM0168-002 06/01/2013

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 33.83 | 18.47 |

PLUM0189-002 06/01/2013

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,
MARION, PERRY, PICKAWAY, ROSS & UNION

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 34.08 | 20.06 |

PLUM0219-002 06/01/2013

MEDINA (Rte. #18 from eastern edge of Medina Co., west to
eastern corporate limits of the city of Medina, & on the county
road from the west corporate limits of Medina running due west
to and through community of Risley to the western edge of
Medina County - All territory south of this line), PORTAGE, and
SUMMIT (S. of Rte. #303) COUNTIES

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 33.82 | 21.09 |

PLUM0392-002 06/01/2013

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 29.60 | 17.09 |

PLUM0396-001 06/01/2013

COLUMBIANA (Excluding Washington & Yellow Creek Townships &
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),
MAHONING and TRUMBULL COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 31.36 18.20

PLUM0495-002 06/01/2013

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 37.74 19.36

PLUM0577-002 06/01/2013

(DAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE,
SCIOTO & VINTON

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 26.05 21.13

PLUM0776-002 07/01/2013

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 32.20 20.24

TEAM0377-003 05/01/2012

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

Rates Fringes

TRUCK DRIVER
GROUP 1.....\$ 23.38 13.18
GROUP 2.....\$ 23.80 13.18

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;
4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When

Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/22/2013

CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 25.90 | 13.95 |
| GROUP 2..... | \$ 26.40 | 13.95 |

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that

classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

SECTION I

OPWC PROPOSAL NOTES

1. STEEL PRODUCTS MADE IN THE UNITED STATES

Domestic steel use requirements as specified in Ohio Revised Code §153.011 apply to this project. Copies of §153.011 can be obtained from any of the offices of the department of administrative services or through <http://codes.ohio.gov/orc/153.011>.

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

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

<http://198.234.41.198/w3/webwh.nsf/wrlogin/?openform>

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

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

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

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

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

3. UNRESOLVED FINDING FOR RECOVERY

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

4. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

5. DRUG-FREE WORKPLACE PROGRAM

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

6. OHIO PREFERENCE

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

7. BID GUARANTY

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

8. OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9. STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

NOTICE TO CONTRACTORS:

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

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contractors must secure a valid Certificate of Compliance from the Department of Administrative Services, Equal Opportunity Division, prior to execution of a construction contract.

See

<http://www.das.ohio.gov/Divisions/EqualOpportunity/CertificateofCompliance/tabid/129/Default.aspx> for instructions for electronic filing.

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

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

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

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> Has the prime contract bidder prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? Yes No

OR

>>> If "No", with this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions.
 Yes No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

BIDDER'S EEO COVENANTS:

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

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

(5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

(6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

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

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

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

BIDDER'S CERTIFICATION:

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

_____/_____/_____
Signature of Authorized Officer Date

Title

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

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

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

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

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

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

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

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

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

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

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

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

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

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

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

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

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

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

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

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

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

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.

4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

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

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the

contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

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

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

“APPENDIX C” OF THE STATE EEO BID CONDITIONS

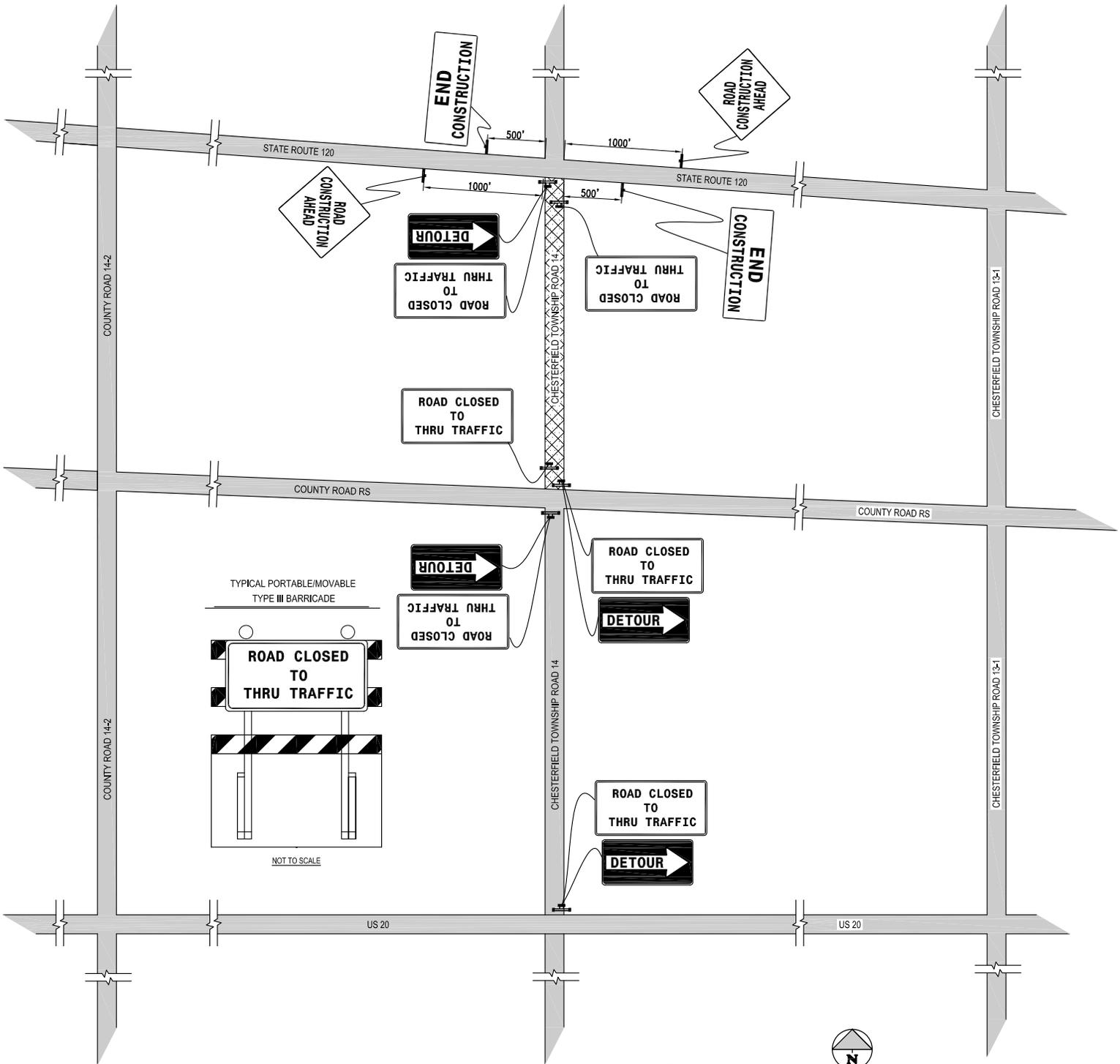
FEMALE UTILIZATION GOALS

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

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

SECTION J



KEY

-  TYPE III BARRICADES
-  CONSTRUCTION SIGNS
-  CONSTRUCTION ZONE



NOT TO SCALE

NOTE:
 ONE DETOUR SIGN IS TO BE PLACED ON ONE OF THE TYPE III BARRICADES AT EACH END OF THE PROJECT.