

Request for Proposals

Grafton, Lorain, and North Coast Correctional Institutions

Project Number: DRC-050131

Date Issued: July 14, 2008

The State Architect's Office of Energy Services requests proposals for:

ENERGY CONSERVATION PROJECT

PRE-PREPOSAL MEETING

July 28, 2008
11:00 a.m.
Administration
Grafton Correctional Institution
2500 South Avon-Belden Road
Grafton, Ohio 44044

PROPOSAL OPENING

October 30, 2008
2:00 p.m.
Bid Desk
General Services Center
4200 Surface Road
Columbus, Ohio 43228

This Request for Proposals consists of 4 Parts and 16 Attachments, totaling 283 consecutively numbered pages. Supplements may be attached to this Request for Proposals with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

- 1.1 **Purpose.** This is a Request for Proposals ("RFP") under Ohio Revised Code ("O.R.C.") Chapter 156. The Ohio Department of Rehabilitation and Corrections (the "Owner") is issuing this RFP to solicit competitive sealed Proposals ("Proposals") for its Energy Conservation Project (the "Project"). If a suitable offer is made in response to this RFP, the Owner may enter into a contract (the "Contract") to have the selected Offeror (the "Contractor") perform the Project. This RFP provides details on what is required to submit an RFP Proposal for the Project, how the State will evaluate the RFP Proposals, and what will be required of the Contractor in performing the Project.

This RFP also provides the estimated dates for the various events in the submission process, selection process, and Project performance. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. **Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance in the Project phase may result in the State, in its sole discretion, refusing to consider the RFP Proposal of the Offeror.**

- 1.2 **Background.** Pursuant to O.R.C. Chapter 156, the Director of Administrative Services may implement energy conservation measures to significantly reduce energy consumption and operating costs of state-owned buildings. In compliance with O.R.C. Chapter 156, the Director may enter into contracts for the implementation of energy saving measures in these facilities.

"Performance contracting" is a method of obtaining energy conservation measures, including design, installation, financing, and maintenance services, without initial capital expense. These contracts fund building improvements out of existing utility operating dollars. Such funding allows the Owner to take advantage of cost saving projects that might otherwise be foregone. This RFP begins the process by which such contracts will be executed. The goal is to maximize financial benefit to the Owner through implementation of these measures.

- 1.3 **Structure of this RFP.** This RFP is organized into 4 parts and has 16 attachments, as listed below.

<u>Parts</u>	<u>Attachments</u>
Part 1 Executive Summary	Attachment 1 Proposal Format
Part 2 General Instructions	Attachment 2a Site-Specific Guidelines and Information - Grafton
Part 3 Evaluation of Proposals	Attachment 3a Utility Information – Grafton
Part 4 Contract Award	Attachment 2b Site-Specific Guidelines and Information - Lorain
	Attachment 3b Utility Information - Lorain
	Attachment 2c Site-Specific Guidelines and Information - North Coast
	Attachment 3c Utility Information - North Coast
	Attachment 4 General Conditions of the Contract
	Attachment 5 ECM and Energy Savings Guarantee Requirements
	Attachment 6 Offeror Profile and Information Form
	Attachment 7 Offeror Reference Form
	Attachment 8 Personnel Profile Summary
	Attachment 9 Energy Conservation Measure (ECM) Form
	Attachment 10 Cost and Savings Summary and Certification
	Attachment 11 Service Agreement Cost Summary Form
	Attachment 12 Wage Rate Requirements
	Attachment 13 Contracting Definitions
	Attachment 14 Performance and Payment Bond
	Attachment 14 Guarantee Bond
	Attachment 16 Specifications

- 1.4 **Calendar of Events.** The schedule for the Project is given below. The Owner may, in its sole discretion, change this schedule at any time. If the Owner changes firm dates in the schedule before Contract award, it will do so by an addendum to this RFP. Changes in the Project schedule after the Contract award will be made through the change order provisions in the General Conditions of the Contract. It is each prospective Offeror's responsibility to check with the Owner for current information regarding this RFP and its Calendar of Events.

Firm Dates

RFP Issued:	July 14, 2008
Inquiry Period Begins	July 14, 2008
Inquiry Period Ends:	October 27, 2008 at 4:00 pm Eastern Standard Time
Proposal Deadline:	October 30, 2008 at 2:00 pm Eastern Standard Time

Estimated Dates

Contract Execution:	January 30, 2009
Project Work Begins:	February 6, 2009

There are references in this RFP to the Proposal deadline. Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

PART TWO: GENERAL INSTRUCTIONS

- 2.1 Documents.** Proposal documents (excluding prints) are available from the OAKS Capital Improvements Web site at <http://ci.oaks.ohio.gov> and State Purchasing Web site at www.ohio.gov/procure.
- 2.2 Contacts.** Each interested Offeror must provide a contact person who will be the person of record for all correspondence regarding this RFP. The Offeror must provide a name, title, postal address, phone number, facsimile number, and electronic mail address for the person of record.

The State will be represented by an Engineer and an Owner's Representative for each facility during the Proposal process and the performance of the Work. The Engineer for this Project is:

Oscar Zanganeh, PE, CEM, LEED-AP
State Architect's Office of Energy Services
4200 Surface Road
Columbus, Ohio 43228-1395
Phone: (614) 466-7369
Fax: (614) 466-3159
E-Mail: oscar.zanganeh@das.state.oh.us

The Owner Representative is:

Grafton Correctional Institution
Bob Sparks
2500 South Avon-Belden Road
Grafton, Ohio 44044
Phone: (440) 748-1161
E-Mail: bobby.sparks@odrc.state.oh.us

Lorain Correctional Institution
Ken Linger
2075 South Avon-Belden Road
Grafton, Ohio 44044
Phone: (440) 748-1049 Ext. 291
E-Mail: ken.linger@odrc.state.oh.us

North Coast Correctional Institution
Mitch Zurcher
2000 South Avon-Belden Road
Grafton, Ohio 44044
Phone: (440) 748-5000 Ext. 2085
E-Mail: Mitch.Zurcher@mtc.trains.com

- 2.3 Eligible Energy Conservation Measures.** The Offeror should attempt to maximize energy savings and financial benefit through energy conservation measures at the Site. Energy conservation measure means an installation or modification of an installation in, or a remodeling of, an existing building in order to reduce energy consumption and operating costs, pursuant to O.R.C. Section 156.01. The term includes the installation, modification, and replacement of:

- Insulation in building structure and systems within the building;
- Storm windows and doors, multiglazed windows and doors, and heat absorbing or heat reflective glazed and coated window and door systems; additional glazing; reductions

in glass area; and other window and door system modifications that reduce energy consumption and operating costs;

- Automatic energy management control systems;
- Heating, ventilating, and air conditioning systems;
- Caulking and weather-stripping;
- Lighting fixtures to increase the energy efficiency of the lighting system without changing the overall illumination of a building, unless an increase in illumination is necessary to conform to the applicable state or local building code for the proposed lighting system;
- Energy recovery systems;
- Cogeneration systems that produce steam or heat as well as electricity, for use primarily within a building or complex of buildings;
- Any other modification, installation, or remodeling approved by the Engineer as an energy conservation measure.

2.4 Pre-Proposal Meeting. The Offeror is strongly encouraged to attend the pre-proposal meeting, where the Engineer and the Owner's Representatives will answer questions regarding Site access, Project requirements and Contract Documents. The Engineer will prepare minutes of the pre-proposal meeting, which will be provided to all Offerors present.

2.5 Walk-throughs. A walk-through will be conducted at the conclusion of the pre-proposal meeting. Dates for additional walk-throughs, if necessary, will be provided at the pre-proposal meeting. Additional Site access for the purposes of data collection prior to the RFP Proposal deadline may be scheduled at the convenience of the Owner.

During the walk-throughs, all Offerors will be escorted together and will be afforded equal access to the facility. Reasonable efforts will be made to provide accurate, uniform information to all Offerors. The Owner's Representative will be the sole point of contact during the walk-throughs.

2.6 Inquiries. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the calendar of events. To make an inquiry, Offerors must submit questions in writing, either by e-mail, fax, or postal mail, to the Engineer. The Offeror should also submit a copy of the inquiry to the Owner's Representative.

Inquiries about a specific portion of this RFP must reference the relevant part of this RFP and the heading for the provision in question. The inquiry must contain the name of the Offeror's representative who is responsible for the inquiry, the Offeror's name, the representative's preferred method of response, and the appropriate fax number, e-mail address, or postal address.

The State will attempt to respond to all inquiries within 72 hours, excluding weekends and state holidays. The State will not respond to any inquiries received after 4:00 p.m., October 7, 2008. **All inquiries and their responses will be distributed to all Offerors.** The originator of the inquiry will not be disclosed in the distribution.

2.7 Interpretation. If the Offeror finds any perceived conflict, error, omission or discrepancy on or between the Drawings, Specifications, attachments, or any of the Contract Documents, the Offeror shall submit a written request to the Engineer for an interpretation or clarification. The Offeror is responsible for prompt delivery of such request. Inquiries of this nature are subject to the same deadlines as other inquiries.

Any interpretation of the Contract Documents made by any party other than the Engineer, or in any manner other than a written response, are not binding and the Offeror may not rely upon any such interpretation. The Offeror may not, at any time after the execution of the Contract, be compensated for a Claim alleging insufficient data, incomplete Contract

Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Offeror prior to the end of the inquiry period.

- 2.8 Addenda to RFP.** Should an inquiry prompt the State to amend the RFP, a notice will be sent to all Offerors via postal mail or facsimile or e-mail with confirmation. The Addenda will be deemed to have been validly given if the Addenda is issued and mailed or otherwise furnished to each Offeror's contact person of record.

When an Addendum to this RFP is necessary less than 5 days before the RFP Proposal deadline, the State may extend the Proposal deadline through an announcement via postal mail or facsimile or e-mail with confirmation. Addenda announcements may be provided any time before 4:00 p.m., October 23, 2008. The State will make reasonable attempts to contact all Offerors; however, **it is the responsibility of each Offeror to check for announcements, addenda, and other current information regarding this RFP.**

- 2.9 Basis of Design Components and Substitutions.** The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the specifications to denote kind and quality will be known as Basis of Design Components and all Proposals must be based upon them. Where two or more components are named, the Offeror may furnish any one of those components.

If the Offeror proposes to use an article, device, material, equipment, form of construction, fixture or other item other than those components named, the Offeror must certify that the item is equal in quality, and all aspects of performance and appearance, to that specified. The offeror must submit information as an inquiry to the Engineer no later than 10 days prior to the Proposal deadline, which submission must include:

- The name and a complete description of the proposed substitution, including drawings, performance and test data, and other information necessary for an evaluation;
- A statement setting forth any changes that the proposed substitution will require in the Project.

If the Engineer approves the proposed substitution, the Engineer will, no later than 72 hours prior to the Proposal deadline, excluding Saturdays, Sundays and legal holidays, issue an addendum to all Offerors. If the Engineer finds the proposed substitution is not acceptable, the Engineer will respond to the Offeror in writing, no later than 72 hours prior to the Proposal deadline, excluding Saturdays, Sundays and legal holidays, stating the reason for the rejection, which decision will be final. The Engineer will have the discretion to reject a proposed substitution for the reason that the Offeror failed to provide sufficient information to enable the Engineer to evaluate the proposed substitution without delay in the scheduled Proposal deadline.

No consideration will be given to any proposed substitution unless submitted to the Engineer 10 days prior to the Proposal deadline.

- 2.10 Communication Restrictions.** From the release of this RFP until a Proposal is selected and the Contract executed, **Offerors shall not communicate with any State staff concerning this RFP except through the inquiry method.** Exceptions to this restriction are the pre-proposal meeting, walk-throughs, and any communication that the State initiates during the evaluation process. If an Offeror engages in any unauthorized communication, the State may reject that Offeror's Proposal.

- 2.11 Form and Content.** The requirements for the Proposal's formatting and contents are contained in Attachment 1 to this RFP. Each Proposal should be organized in an indexed

binder ordered in the same manner as the response items are ordered in the Attachment 1 to this RFP.

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., shall receive no evaluation credit. Emphasis should be on completeness and clarity of content.

2.12 Multiple or Alternate Proposals. The State discourages, but does not prohibit, multiple Proposals from a single Offeror. The State requires each such Proposal to be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for an RFP Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The State will judge each alternate Proposal on its own merits.

2.13 Proposal Submittal. Each Offeror must submit 5 copies of its Proposal, which will include one signed original and four copies, in a sealed envelope. The envelope should be clearly marked **"Energy Conservation Project RFP"** on the outside.

Proposals are due no later than October 30, 2008, at **2:00 P.M.**, Eastern Standard Time. RFP Proposals must be submitted to:

Bid Desk
General Services Center
4200 Surface Road
Columbus, Ohio 43228

The Contracting Authority may, in its sole discretion, reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An Offeror who mails a Proposal should allow adequate mailing time to ensure its timely receipt. **The State may, in its sole discretion, reject late Proposals regardless of the cause for the delay.**

2.14 Acknowledgement. By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The Offeror also agrees that the Contract shall be the complete and exclusive statement of the agreement between the State and the Offeror and shall supersede all communications between the parties regarding the Contract's subject matter.

2.15 Amendments to Proposals. Amendments or withdrawals of Proposals shall be allowed only if the amendment or withdrawal is received before the Proposal deadline. No amendment or withdrawal shall be permitted after the Proposal deadline, except as authorized by this RFP.

2.16 Public Disclosure. All Proposals and other material submitted shall become the property of the State and may be returned only at the State's option. **Sensitive or proprietary information should not be included in an Proposal or supporting materials.** Additionally, all Proposals will be available to the public after the Contract has been awarded, pursuant to O.R.C. Section 149.43.

The State will retain all Proposals or a copy of them, as part of the Contract file for at least 3 years. After the retention period, the State may return, destroy, or otherwise dispose of the RFP Proposals or the copies.

2.17 Drug Free Workplace. The Offeror shall comply with all Applicable Law regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors or Consultants engaged in the services being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while on, or about, the Project.

2.18 Campaign Contributions. The Offeror hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

2.19 Ethics Compliance. In accordance with Executive Order 2007-01S, the Offeror hereby certifies, by its signature on this document, that it: (1) has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) shall take no action inconsistent with those laws and this order.

The Offeror understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other contracts with the State.

The Offeror certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws.

2.20 EDGE Business Development Program Participation. The Offeror shall participate in the "Encouraging Diversity Growth and Equity" Program ("EDGE") by contracting with, and using one or more, businesses certified as an EDGE Business Enterprise ("EDGE-certified business") by the Ohio Department of Administrative Services, Equal Opportunity Division ("EOD") as proposed for this Contract by the Offeror and as approved by the State.

- If the Offeror is an EDGE-certified business, the Offeror may include this Contract amount in the reporting.
- The amount of EDGE participation cannot exceed 100 percent of the amount of this Agreement.

The Offeror shall provide EDGE Participation Quarterly Reports if the term of this Contract is 270 or more consecutive days.

- The Offeror shall provide quarterly status reports, produced by the Offeror and each applicable EDGE-certified business for the Contract, indicating: (1) The name of each EDGE-certified business; (2) The original amount of the EDGE-certified business contract or purchase order with the A/E; (3) The current amount of the EDGE-certified business contract or purchase order; (4) The amount invoiced to date; (5) The amount paid to date; and (6) A statement describing any substantive product or performance deficiencies.
- Quarterly reports are due on January 15, April 15, July 15, and October 15.
- The first quarterly report is due starting with the reporting month following the effective date of this Contract.
- The Offeror shall provide reports for each EDGE-certified business; however, the quarterly reports may be consolidated and submitted as a singular document.
- The Offeror shall simultaneously submit its EDGE Participation Quarterly Report(s) to EOD and to the Contracting Authority.

The Offeror shall provide an EDGE Participation Final Report simultaneously with its final Payment Request.

- The Offeror shall simultaneously submit its EDGE Participation Final Report to EOD and to the Contracting Authority.

- The Offeror and each EDGE-certified business shall provide in the report certification that the submitted document is a true and accurate accounting of the original contract amount paid to, and received by, each EDGE-certified business.

The Offeror shall provide EDGE Participation Quarterly Report(s) and the EDGE Participation Final Report in detail and form acceptable to the Contracting Authority.

The Offeror shall cooperate fully with requests for additional EDGE information and documentation from the EOD or the State.

2.21 Declaration Regarding Material Assistance/Non-Assistance to a Terrorist

Organization ("DMA"). The Offeror represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the DMA. The Offeror further represents and warrants that it has provided or shall provide such to the Contracting Authority and/or the Ohio Business Gateway (<http://obg.ohio.gov/DMA2007.shtml>) prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement shall be void and the Offeror shall immediately repay to the Owner any funds paid under this Contract.

2.22 Findings for Recovery. The Offeror represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this representation and warranty is found to be false, this Contract shall be void, and the Offeror shall immediately repay to the State any funds paid under this Contract.

PART THREE: EVALUATION OF PROPOSALS

3.1 Proposal Opening. The State will open the Proposals in a manner that avoids disclosing their contents. After the Proposals are opened, the State will prepare a public registry of Proposals containing the name and address of each Offeror. In order to ensure fair and impartial evaluation, Proposals and related documents submitted in response to a request for RFP Proposals are not available for public inspection and copying under O.R.C. Section 149.43 until after the award of the Contract.

3.2 Right of Rejection. The State may, in its sole discretion, reject any Proposal, in whole or in part, if:

- it is delivered after the Proposal deadline;
- it is unrealistic in cost savings or excessive in price;
- the Offeror engages in collusion;
- the Offeror takes exception to the terms and conditions of this RFP;
- the Offeror fails to comply with the procedure for participating in the RFP process;
- the Offeror's Proposal fails to meet any requirement of this RFP;
- the State believes that the Proposal is not in its interests to consider or accept.

In addition, the State may, in its sole discretion and for any reason, cancel this RFP, reject all the Proposals, and seek to perform the Project through a new RFP or other means. The State shall not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the State awards the Contract through this process, cancels this RFP for any reason, or contracts for the Project through another RFP or another process.

3.3 Evaluation Phases. The evaluation process may consist of up to four distinct phases:

1. Initial review of all Proposals for defects;
2. The evaluation committee's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations);
4. Negotiations.

Phases three and four may be deemed unnecessary at the discretion of the evaluation committee.

3.4 Clarifications. During the evaluation process, the evaluation committee may request clarifications from any Offeror under active consideration. The State reserves the right to allow any Offeror a reasonable opportunity to cure a minor irregularity or technical deficiency in a Proposal, provided that the irregularity or deficiency does not give the Offeror an unfair competitive advantage. Such a clarification shall not be considered an amendment to a Proposal.

3.5 Initial Review. The Engineer will review all Proposals for their timeliness, format, and completeness. The Engineer normally rejects any late, incomplete, or incorrectly formatted Proposal, though he may, in his sole discretion, waive any defects or allow an Offeror to submit a correction.

If a late Proposal is rejected, the Engineer shall not open it or evaluate it for format or completeness. The Engineer will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Engineer will chair.

3.6 Committee Review. The evaluation committee will evaluate and numerically score each Proposal that passes the initial review. The evaluation will be according to the criteria contained in this part of the RFP.

The committee may also have the Proposals, or portions of them, reviewed and evaluated by independent third parties or other State personnel with relevant technical or professional experience. The committee may also seek the review of end users of the Project or the advice of other State committees that have subject matter expertise or an interest in the Project.

The evaluation will result in a point total being calculated for each Proposal. The Offeror(s) submitting the highest-rated Proposal(s) may be scheduled for the next phase. The number of Proposals forwarded to the next phase shall be within the committee's sole discretion.

At any time during the Committee Evaluation phase, the committee may ask an Offeror to correct, revise, or clarify any portions of its Proposal. The evaluation committee will document all major decisions in writing and make these a part of the RFP file along with the evaluation results for each Proposal considered.

3.7 Proposal Evaluation Criteria. In the evaluation phase, the committee will rate the Proposals based on the following criteria and the following weight assigned to each criterion:

3.7.1. Responsibility, Capability, and Qualifications (20 points). The Proposal shall indicate the ability of the Offeror to meet the terms of the RFP, especially the quantity and quality of recent projects similar in scope to that described in the RFP. In determining whether an Offeror is responsible, factors to be considered include, without limitation:

- The experience of the Offeror;
- The financial condition of the Offeror;
- The conduct and performance of the Offeror on previous contracts;
- The management skills of the Offeror;
- The ability of the Offeror to execute the Contract properly.
- References for projects similar in size and scope;
- Audited financial statements for the past 3 years;
- A valid contractor's license from a certified county, municipal, or health department that required a test to obtain such license;
- Certification by the Ohio Construction Industry Examining Board; or
- Registration of certification by a certified municipality or county for the preceding consecutive 5 years, pursuant to demonstration of proof of bonding and insurance.

3.7.2. Qualified Personnel (10 points). The Proposal shall indicate the competence of personnel whom the Offeror intends to assign to the Project. Qualifications will be measured by education, engineering certification, and experience, with particular emphasis on experience with projects of similar scope as that described in the RFP. Emphasis will be placed upon the qualifications of the Offeror's project manager and the manager's dedicated management time, as well as that of other key personnel working on this Project.

3.7.3 Technical Approach (30 points). The Proposal shall indicate the methods used by the Offeror to define the Project. Factors to be considered include:

- Listing of energy conservation measures investigated; reasons for inclusion and exclusion of various measures;
- Data collection: methods used, thoroughness, and accuracy;
- Calculation methodology: acceptability of assumptions and methods, adjustments to calculations based upon experience from similar projects;

margins of error and conservatism in approach; historical accuracy of predictions based upon similar projects;

- Awareness and responsiveness of Offeror to owner preferences, operational factors, and limitations at the facility;
- Mention of additional maintenance, operational, or other measures which may increase savings, but have not been quantified in savings amounts;
- Consideration of utility rate structures and utility incentives, if any;
- Incorporation of ongoing training, maintenance, and customer support following installation;
- Verification of savings and adherence to performance contract, including adjustments for weather and load changes.

3.7.4. Cost and Savings (20 points). Points will be awarded based upon the relative value of the Project to the State over a ten year payback cycle. A Cost Summary Form is included as Attachment 10 of this RFP.

3.7.5 Service Agreement, Energy Guarantee (20 Points). Ability to provide a ten year energy guarantee and manage the Service Agreement for a period of ten years. Capability to provide all services described in the Service Agreement for the duration of the guarantee period.

- 3.8 Interviews, Demonstrations, and Presentations.** The Proposal evaluation committee may require some Offerors to interview with the committee, make a presentation about their RFP Proposal, and/or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the evaluation committee.

The evaluation committee may record any presentations, demonstrations, and interviews.

- 3.9 Contract Negotiations.** The State reserves the right to conduct negotiations with one or more competing Offerors during the evaluation process. If the State determines that negotiations are in its best interests, negotiations will be conducted according to the following:

3.9.1 State's Obligations. The State will select which Offeror(s) to negotiate with by determining which Offeror(s) is reasonably likely to be awarded the contract under this RFP. The State's determination will be based upon each Offeror's Proposal.

Offerors the State determines to be not reasonably susceptible of Contract award do not have a right to participate in Proposal negotiations.

The State shall treat selected Offeror(s) fairly and equally with respect to any opportunity for discussion and revision of Proposals.

The State may determine, during negotiations, that it is no longer reasonably likely for an Offeror to be awarded a Contract under this RFP. If the State makes this determination the State will notify the Offeror in writing of its determination to terminate negotiations. The State may re-evaluate which of the remaining Offerors are reasonably likely to be awarded a Contract under this RFP and begin negotiations with a new Offeror and or continue negotiations with other Offerors. If negotiations with an Offeror again result in the State determining that an Offeror is no longer reasonably likely to be awarded a Contract under this RFP, the State will provide written notice to that Offeror and may follow the process to continue negotiations outlined in this section, or may determine that negotiations are no

longer in the State's best interests. The State may reject all Proposals and cancel this RFP at any time during the RFP process.

The State may not disclose any information derived from any of the Proposals to competing Offerors. The State must limit access to information contained in the Proposals to those people with a need to know the information.

The State will limit negotiations to specific aspects of the requirements of the RFP.

If negotiations result in revisions or additions to existing Proposals, the State will determine the time and date by which all best Proposals must be submitted to the State .

Best Proposals may be submitted only once, unless the evaluation committee determines that it is in the State's best interests to conduct additional negotiations with one or more of the Offerors that submitted best RFP Proposals, or to change the State's requirements. If the evaluation committee determines that additional discussions or revisions to the State's requirements are necessary, the State may require submission of best and final Proposals.

The State shall negotiate in good faith.

The State must maintain a contract file that contains the basis for each of the State's decisions during the negotiation process, including with whom to negotiate, the evaluation committee's basis to determine to negotiate further after receiving best and final Proposals, if the State allows additional best and final Proposals, and the basis for awarding the Contract to the selected Offeror.

3.9.2 Offeror's Obligations. Offeror(s) shall negotiate in good faith.

Offeror(s) may negotiate only the specific aspects of the RFP that the State, in its sole discretion, selects for negotiation. Offeror(s) may not attempt to negotiate the General Conditions of the Contract, Performance Contract, or Service Agreement, except as to those permitted modifications that may be proposed for the Service Scope of Work (Exhibit 1 of the Service Agreement).

Offeror(s) may not attempt to gain access to the contents of another Offeror's Proposal before the award of the Contract or cancellation of this RFP. Any Offeror that attempts to gain access to another's Proposal before Contract award or cancellation of this RFP may be disqualified.

Offeror(s) shall not submit a Proposal assuming that there will be an opportunity to negotiate.

PART FOUR: CONTRACT AWARD

- 4.1 Notice of Award.** Upon completion of the evaluation, the State will issue a Notice of Award to the selected Offeror. The Notice of Award will state that award and execution of the Contract is based upon the expectation that the highest scoring Offeror will comply with all conditions precedent for Contract execution within 90 days of the date of the Notice of Award.

Noncompliance with such conditions may be cause for the State to cancel the Notice of Award and award the Contract to the next highest scoring Offeror, or resubmit the Contract for Proposals, at the State's sole discretion.

The State, in its sole discretion, may extend the time for submittals precedent for Contract execution for good cause shown. No extension shall serve as a waiver of the conditions precedent for Contract execution.

- 4.2 Timely Execution.** The failure to award and execute the Contract within 90 days of the Proposal deadline invalidates the entire Proposal process and all Proposals submitted, unless the time is extended by written consent of the Offeror whose Proposal the State has accepted, and the State concurs with such an extension.

- 4.3 Cost Adjustments.** If the Contract is awarded within 90 days of the Proposal deadline, any increases in material, labor, financing costs and subcontract costs must be borne by the Offeror without alteration of the amount of the Proposal.

If the Contract is not awarded within 90 days of the Proposal deadline due to delays on the part of the State, the Offeror will be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, financing costs or subcontracts. The State shall also be entitled to verifiable decreases in such costs.

If the Contract is not awarded within 90 days of the Proposal deadline due to delays on the part of the Offeror, any increased costs will be borne by the Offeror.

- 4.4 Conditions Precedent to Contract Execution.** Documents necessary for Contract execution include, but are not limited to, the following:

- Performance Contract.
- Service Agreement, and associated Energy Cost Savings Guarantee.
- Performance and Payment Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Performance and Payment Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.
- Guarantee Bond. To support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Guarantee Bond Surety is licensed to do business in Ohio. Provide a valid Power of Attorney of the agent signing for the Surety.
- Ohio Workers' Compensation Certificate.
- Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement. The State reserves the right to request a certified copy of the Offeror's insurance policies.
- If the Offeror is a foreign corporation, e.g., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Offeror to do business in the State; or, if the Offeror is a person or partnership, the Offeror has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Offeror's agent for the purpose of accepting service of summons in any action brought under O.R.C. Section 153.05 or under O.R.C. Sections 4123.01 to 4123.94, inclusive.
- Delinquent Personal Property Tax Statement
- Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization Form ("DMA")

- Certificate of Compliance with Affirmative Action Programs, issued pursuant to O.R.C. Section 9.47, by the Equal Employment Opportunity Division of the Department of Administrative Services.
- Plumbing, electrical, hydronics, refrigeration and HVAC Contractors shall submit proof of current licensing by Applicable Law.
- Financing Documents, if Offeror proposes, and State selects, financing by Offeror.
- Approved State Controlling Board request, if applicable.
- If entering into a contract of \$2,000,000, or more, Contractor shall submit a legible copy of all the Proposal Information used to prepare the Contractor's Proposal for the Contract to the Proposal Information Escrow Agent and attach a Proposal Information Escrow Agreement and Affidavit.
- Drug Free Workplace: All Offeror(s) entering into a Contract on a State administered Project will be required to be enrolled, and in good standing in an Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with but not limited to Ohio Administrative Code Chapter 4123-17 and Executive Order 2002-13T. Contractors entering into a Contract shall require each of its Subcontractors on the Project to also be enrolled in a BWC approved DFWP. Prior to authorizing a Subcontractor to commence work on the Project, the Contractor shall submit confirmation of enrollment of their Subcontractors to the Engineer. In addition to BWC approved DFWP Level 1 requirements, the Department also requires that each Contractor and each Subcontractor include random drug testing of 5 percent of their employees that provide on-site labor on State administered construction site(s) for each Project. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for BWC approved Level 2 testing.

ATTACHMENT 1: PROPOSAL FORMAT

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet shall precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Each Proposal must include sufficient data to allow the evaluation committee to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this Attachment 1 whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following:

1. Offeror Profile and Information Form (Attachment 6)
2. Subcontractor Profile
3. Offeror Performance
4. Staffing Plan
5. Personnel Profile Summaries
6. Technical Approach
7. Project Schedule
8. Support Requirements
9. Cost and Savings Summary (Guaranteed Savings), Contractor Certification (Attachment 10)
10. Letters of Commitment for Guarantee Bond and Performance Bond
11. Conflict of Interest Statement
12. Financial Requirements
13. Proof of Insurance
14. Service Agreement Cost Summary Form (Attachment 11)
15. Evidence that the Offeror is enrolled and in good standing, prior to submitting a Proposal, in a Drug-Free Workplace Program ("DFWP") approved by the Ohio Bureau of Worker's Compensation.

1. **Offeror Profile.** Each Proposal must include a profile of the Offeror and its relevant experience working on projects similar to this Project. The Offeror Profile Form is included as Attachment 6 and must include:

- Offeror's legal name, address, and telephone number;
- Date established;
- Offeror's Federal Tax Identification number;
- Principal place of business;
- Local office from which Project will be managed;
- Ownership (such as public firm, partnership, or subsidiary);
- Firm leadership (such as corporate officers or partners);
- Number of employees;
- Number of employees engaged in work directly related to the Project;
- Contact person for all correspondence regarding this RFP, to include name, title, phone number, fax number, postal address, and e-mail address;
- List of subcontractors, if any, that the Offeror will use on the Project;
- Any other background information that will help the evaluation committee gauge the Offeror's ability to successfully complete the Project.

The Offeror must also include 3 references for which the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Project. These references must be from current projects or projects that were completed within the past 7 years. This RFP includes an Offeror Reference Form as Attachment 7. The Offeror must complete this form for each reference.

Each reference shall be willing to discuss the Offeror's performance on the reference project with the evaluation committee.

2. **Subcontractor Profile.** For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by a representative authorized to legally bind the subcontractor, with the following included in the letter:
 - a. The subcontractor's legal name, tax identification number, and principal place of business address;
 - b. Printed name and phone number of the authorized subcontractor representative;
 - c. A description of the Work the subcontractor will perform;
 - d. A certified commitment to perform the Work if the Offeror is selected;
 - e. A certified statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
3. **Offeror Performance.** The Offeror must provide the following information for this section for the past 7 years:
 - a. Whether the Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
 - b. Whether the Offeror has been assessed any damages in excess of \$100,000, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the damages, and the amount for each incident.
 - c. Whether the Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
 - d. Whether trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
 - e. Whether the Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
 - f. Whether the Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item in (a) through (f) is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, such an answer and a review of the background details may result in a rejection of the Offeror's Proposal, at the sole discretion of the evaluation committee. The committee will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the Project, and the best interests of the State.

4. **Staffing Plan.** The Offeror must provide a staffing plan that identifies all personnel required to perform the Project. The plan must have the following information:
- A matrix matching each key team member to the staffing requirements in this RFP.
 - A contingency plan that shows the ability to add more staff if needed to meet the Project's due date(s).
 - A discussion of the Offeror's ability to provide qualified replacement personnel.

The Offeror must submit a statement that clearly indicates the time commitment of the proposed Project team, including the Project Manager, to this Project and other projects during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other projects during the term of the Project if the committee believes that doing so will be detrimental to the Offeror's performance.

One of the criteria on which the State will base the award of the Contract is the quality of the Offeror's Project team. Switching personnel after Contract award shall not be permitted without the State's prior written approval.

5. **Personnel Profile Summaries.** Each Proposal must include a profile for each member of the proposed Project team. The profile form is included in this RFP as Attachment 8. Offerors may duplicate this form and complete it for each team member. If additional space is needed for completion of the form for any team member, the Offeror should use the back of the form. Each form must be completed using the format given in the attachment. The various sections of the form are described below.

- Name and Title.
- Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP.
- References. Provide 3 references for which the proposed candidate has successfully demonstrated meeting the requirements of the RFP on a project of similar size and scope within the past 7 years. If fewer references are provided, the Offeror must include an explanation. For each reference the following information must be provided:
 - Contact Information. The contact name, phone number, company name, and address. An alternate contact name in the company, address, and phone number shall also be provided, in case the primary contact cannot be reached.
 - Dates of Service. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
 - Description of the Related Service Provided. Offerors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the project. It is the Offerors' responsibility to customize the description to clearly substantiate the candidate's qualification.
- Resume. The candidate's resume must follow the completed form.

6. **Technical Approach.** The Offeror must fully describe its approach, methods, and specific work steps for completing this Project and producing the deliverables required under the Contract. The State seeks insightful responses that demonstrate a thorough understanding of the nature of the Project and the Owner's needs and limitations. Recommended solutions should demonstrate that the Offeror would be prepared to quickly undertake and successfully complete the required tasks. The Offeror should describe the Offeror's experience and ability to work in an educational environment and campus setting occupied by a diverse student population.

The Offeror's work plan should be consistent with its staffing plan, project schedule, support requirements, and other parts of its Proposal.

For each energy conservation measure ("ECM") listed in the work plan, the Offeror must complete the ECM Form included in this RFP as Attachment 9.

7. **Project Schedule.** The Offeror must provide a detailed Project schedule for significant Project milestones and deliverables. The Project schedule should be delivered as a Gantt chart, showing all major Project tasks on a week-by-week schedule to serve as the basis for managing the Project. The Offeror must also identify and describe all risk factors associated with the forecasted milestone schedule.
8. **Support Requirements.** The Offeror must describe the nature and extent of the support it requires from the State to accomplish the Project other than what the State has offered elsewhere in this RFP.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

9. **Cost and Savings Summary.** This RFP includes a Cost and Savings Summary and Certification Form provided as Attachment 10. The Offeror must fill in all relevant blank spaces in the Cost and Savings Summary and Certification Form in ink or typewritten and not in pencil. The Offeror must initial any alteration or erasure on the Cost Summary Form. **A representative who is authorized to legally bind the Offeror must read the certification and sign the form.**

The Offeror must show all Proposal amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Offeror's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.

The figures from individual ECM Forms must be summed to equal the figures shown on the Cost and Savings Summary Form. The Offeror must indicate on the Cost and Savings Summary Form:

Item 1 - Guaranteed minimum average annual energy savings, in today's dollars, based upon the recommended ECM. Savings from electricity, natural gas, water and sewer, propane, diesel fuel, or other fuels may be included on this line. Maintenance savings must not be included in Line 1.

Item 2 - Fixed total installation payments necessary to achieve the savings of Item 1. This amount must include all costs associated with the Project, including without limitation: design, equipment, material, labor, disposal, warranties, equipment service agreements, and financing costs. The Project must not require capital funds in addition to the Item 2 amount, pursuant to O.R.C. Section 3345.64.

Item 3 - Estimated time of completion, in consecutive days following the date set forth in the Notice to Proceed. This line will receive no evaluation credit but will become part of the Contract Documents.

10. **Guarantee Bond and Performance Bond.** Before Contract execution, the Offeror must provide a Guarantee Bond in the amount of the energy savings listed on its Cost Summary Form and a Performance Bond assuring that the Contractor will perform the Work of the Contract. For the purposes of this RFP, the Offeror's Surety must provide a letter of commitment or other written assurance that it will deliver the necessary Guarantee Bond and Performance Bond should this Offeror be selected for the Project.
11. **Conflict of Interest.** Each Proposal must include a statement indicating whether the Offeror or any Person that may work on the Project through the Offeror have a possible conflict of interest and, if so, the nature of that conflict. The State may, in its sole discretion, reject an Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
12. **Financial Requirements.** Part of the Proposal evaluation criteria is the Offeror's financial ability to perform the Contract. In order to be considered responsive, an Offeror must provide its audited annual financial statements for the past 3 most recently completed fiscal years. An Proposal may be rejected if the Offeror has not demonstrated to the satisfaction of the evaluation committee its financial ability to perform the Contract.
13. **Proof of Insurance.** In this section, the Offeror must provide the certificate(s) of insurance required by the General Conditions and Supplementary Conditions of the Contract and the Service Agreement.
14. **Service Agreement.** As a part of the Proposal, and to assure that the Offeror has adequate access to and control over the operation and maintenance of the energy conservation measures to achieve the guaranteed energy cost savings, a separate Service Agreement will be entered into for the ongoing maintenance of the facility operating systems. Attachment 11, Service Agreement Cost Summary Form, is to be provided in this section.
15. **Drug Free Workplace Program.** Evidence that the Offeror is enrolled and in good standing, prior to submitting an Proposal, in a Drug-Free Workplace Program ("DFWP") approved by the Ohio Bureau of Worker's Compensation.

Attachment 2a

Site Specific Guidelines and Information

GRAFTON CORRECTIONAL INSTITUTION

Warden: Margaret
Bradshaw

Deputy Warden:
Garey Burt

Deputy Warden:
Kimberly Brown-
Ware

2500 South Avon-
Beldon Road
Grafton, Ohio 44044
(440) 748-1161



The Grafton Correctional Institution seeks to provide offenders of felony convictions within the State of Ohio a safe, efficient, humane and appropriately secure correctional institution, while maintaining dedication to the protection of citizens of the State of Ohio and the local community. The institution seeks to provide its employees with opportunities for professional growth and development through education, mentorship and training. Mindful of Ohio Department of Rehabilitation and Correction's initiatives of re-entry, community service and victim reparation, we seek to instill in offenders an improved sense of responsibility and the capacity to become law-abiding members of society.

Institutional Information			
Date Opened	1988	Population as of 5/08	1,518
Total Acreage	1,782	Black Inmates	746
Accreditation Status	Yes	White Inmates	689
Total Security Staff	189	Hispanic Inmates	70
Total Staff	359	Other Inmates	13
GRF Budget <i>(subject to monthly review/adjustment)</i>	\$27,422,683	Escapes/Walkaways 2008	0
			1 (830),
Daily Cost Per Inmate	\$56.45	*Security Level	2 (687),
			3 (1)

Unique Programs

The Relaxation Through Music Group is for those inmates who exhibit difficulties handling anxiety or poor coping skills. This group is lead by a music therapist. The goals are to improve healthy coping techniques, decrease anxiety, and decrease manic type behaviors. This is accomplished by involving the inmates in music therapy tasks and relaxation techniques that focus on learning precipitators of stress and identifying healthy coping strategies.

The Therapeutic Community (TC) are long-term (6-12 months) residential Alcohol and Other Drug (AOD) treatment programs. The Therapeutic Community approach views of AOD abuse as a reflection of chronic deficits in social, vocational, familial, economic, and personality development. The aim of the Therapeutic Community is to promote prosocial behavior, attitudes, and values as a method to attain abstinence from alcohol and other drugs and eliminate antisocial behaviors.

Inmate Programs

Industries

Manufacture leather and metallic cord, ribbons, lace and seasonal bows

Community Service

Dope is for Dopes
Heart to Heart
Adopt-A-School
Crocheting
Highway Liter Pickup
Service Learning
Ohio Reads
Quilting
Kids in Need

Vocational

Welding
Machine shop
Auto mechanics

Academic

Adult Basic Education
Pre-GED
GED
Ashland University

Religious Services

[Complete listing of available programming/services](#)



Visiting Hours

Seven days per week including holidays; 8:00 a.m. to 2:30 p.m.
Visiting hours are subject to change without notice. Please call the institution to verify visiting hours before planning a visit.

For general visiting information or to download a visitor application, go to
<http://www.drc.state.oh.us/web/visiting.htm>.

Correspondence

Written correspondence to inmates must include the inmate's name and number on the envelope and be addressed to the appropriate institution.

Buildings Sq. Ft and Hours of Operation

GRAFTON CORRECTIONAL BUILDINGS
AND HOURS OF OCCUPANCY

BUILDING	SITE CODE	HRS. OF OPERATION	SQUARE FEET
A-BUILDING	1 AQJ	24/7	3,490
ADMIN. BLDG	2 AQJ	HALF = 24/7 HALF = 10HRS.	48,090
HOUSING UNIT A-1,2	3 AQJ	24/7	29,885
HOUSING UNIT A-3,4	4 AQJ	24/7	29,885
HOUSING UNIT B-5,6	5 AQJ	24/7	29,885
HOUSING UNIT B-7,8	6 AQJ	24/7	29,885
INMATE SERVICES BLDG D	7 AQJ	8 TO 16 HOURS PER DAY	130,650
SALLYPORT	8 AQJ	8 HRS PER/DAY	60
WAREHOUSE-GARAGE	9 AQJ	8HRS PER DAY	18,220
INMATE HOUSING GCC DORM	10 ABB	24/7	33,520
POWER HOUSE GCC	11 ABB	8 HRS PER/DAY	2,116
FARM MAINTENANCE	12 ABB	8 HRS. PER/DAY	10,392
STORAGE SALT AND WINTER SUPPLIES	13 ABB	ONLY AS NEEDED	1,080
TRACTOR AND EQUIPMENT STORAGE	14 ABB	8 HRS PER/DAY	1,080
PIPE AND STEEL STORAGE	15 ABB	ONLY AS NEEDED	1,080
BEEF BARN	16 ABB	ONLY AS NEEDED	6,732
GRAINERY	17 ABB	4 HRS. PER/ DAY	2,340
DAIRY BARN LOAFING	18 ABB	ONLY AS NEEDED	11,520
LIFT STATION GCI	19 ABB	ONLY AS NEEDED	240
LIFT STATION GCC	20 ABB	ONLY AS NEEDED	240
STEER BARN BEEF HOUSING	21 ABB	ONLY AS NEEDED	2,560
STEER BARN HEY STORAGE	22 ABB	ONLY AS NEEDED	4,500
PIG BARN WHITE BARN	23 ABB	2-4 HOURS	7,125
PIG BARN RED BARN	24 ABB	2-4 HOURS	7,125
SWINE MATERNITY BARN	25 ABB	AS NEEDED	2,400
OFFICE AND	26 ABB	8 – 12 HRS	1,050

STORAGE			
SLAUGHTER HOUSE	27 ABB	TORN DOWN	1,109
EMPLOYEE HOUSING	28 ABB	SRT AND STAFF CLOTHING AS NEEDED	2,576
EMPLOYEE HOUSING	29 ABB	24/7	2,092
EMPLOYEE HOUSING	30 ABB	24/7	2,376
EMPLOYEE HOUSING	31 ABB	24/7	1,460
EMPLOYEE HOUSING	32 ABB	24/7	1,324
OFFICE SHOP	33 ABB	8 TO 12 HOURS	1,681
HEIFER BARN	34 ABB	AS NEEDED	2,560
EQUIPMENT STORAGE	35 ABB	AS NEEDED	6,936
HAY BARN	36 ABB	AS NEEDED	9,640
BEEF BARN	37 ABB	AS NEEDED	3,120
INMATE HOUSING D-1	38AQJ	24/7	6,000
INMATE HOUSING D-2	39AQJ	24/7	17,340
GREENHOUSE	40 AQJ	SEASONAL	960
GREENHOUSE	41 AQJ	SEASONAL	960
GREENHOUSE	42 AQJ	SEASONAL	960
GREENHOUSE	43 AQJ	SEASONAL	960

ENERGY SAVINGS IDEAS
FOR GRAFTON CORRECTIONAL

1. ELECTRONIC BALLISTS-T-8 FLORESENT BULBS
2. WINDOWS
3. CHANGE EXIT LIGHTS TO LED,S
4. DEVELOPE METHOD TO SHUT DOWN POWER TO CELLS AT NIGHT.
5. REPLACE FORCED AIR HEATING UNITS WITH MORE EFFICIENT EQUIPMENT.
6. REPLACE SMU ELECTRIC HEATING UNIT WITH MORE EFFICIENT GAS UNIT.
7. REPLACE ELECTRIC HEATING SYSTEM IN THE BRAILE ROOM AND SUROUNDING AREA WITH GAS UNIT.
8. INSTALL MOTION DETECTING LIGHT SWITCHES WERE FEASABLE.
9. REPLACE LARGE INEFFICIENT MOTORS WITH ENERGY EFFICIENT MOTORS.
10. REPLACE WATER FIXTURES WITH WATER SAVER FIXTURES.
11. SWITCHCH TO ALTERNITIVE FUEL VEHICLES.
12. SWITCH HVAC CONTROLS TO MORE EFFICIENT CONTROL METHED.
13. LOOK INTO MORE EFFICIENT MOTORS AND PUMPS FOR THE LIFT STATIONS.

Attachment 3a

Utility information

ELECTRIC METERS AND ACCOUNTS

METER # 50952515 ACCT. # 110011143101
BLDG. # 21-ABB STEER BARN, 22-ABB HAY BARN

MONTH	BILLED KWH	COST
JANUARY – 2007	MINIMUM CHARGE	\$15.72
FEBUARY – 2007	“ “	\$17.12
MARCH – 2007	“ “	\$15.40
APRIL – 2007	“ “	\$23.14
MAY – 2007	“ “	\$23.78
JUNE – 2007	“ “	\$20.51
JULY – 2007	“ “	\$15.40
AUGUST – 2007	“ “	\$15.40
SEPTEMBER – 2007	“ “	\$15.40
OCTOBER – 2007	“ “	\$15.40
NOVEMBER – 2007	“ “	\$15.40
DECEMBER – 2007	“ “	\$15.40
TOTAL	-----	\$208.07

METER # 631552057 ACCT. # 110012269871
BLDG. 35 ABB EQUIPMENT STORAGE

MONTH	BILLED KWH	COST
JANUARY – 2007	MINIMUM CHARGE	\$15.40
FEBUARY – 2007		\$15.40
MARCH – 2007		\$15.40
APRIL – 2007		\$15.40
MAY – 2007		\$15.40
JUNE – 2007		\$15.40
JULY – 2007		\$15.56
AUGUST – 2007		\$15.56
SEPTEMBER – 2007		\$15.40
OCTOBER – 2007		\$15.40
NOVEMBER – 2007		\$15.40
TOTAL		\$185.12

METER # 680107777 ACCT. # 56151076
 BLDG'S 10ABB, 11ABB, 12ABB, 13ABB, 14ABB, 15ABB.

MONTH	BILLED KWH	COST
JANUARY – 2007	55,360	\$4,751.20
FEBUARY – 2007	58,240	\$4,991.17
MARCH – 2007	52,960	\$4,593.91
APRIL – 2007	45,760	\$4,033.43
MAY – 2007	41,760	\$3,725.33
JUNE – 2007	45,600	\$4,043.31
JULY – 2007	44,480	\$3,935.76
AUGUST – 2007	48,160	\$4,320.14
SEPTEMBER – 2007	49,920	\$4,363.39
OCTOBER – 2007	47,864	\$4,110.15
NOVEMBER – 2007	56,664	\$4,762.35
DECEMBER – 2007	64,184	\$5,266.05
TOTAL	610,952	\$52,896.19

Blended rate= \$.086

METER # 657145352 ACCT. # 56143479
 BLDG'S 1,2,3,4,5,6,7,8,9,19,38,39,40,41,42,43,48

MONTH	BILLED KWH	COST
JANUARY – 2007	388,639	\$29,000.29
FEBUARY – 2007	433,795	\$31,868.79
MARCH – 2007	402,396	\$29,383.52
APRIL – 2007	392,059	\$28,763.29
MAY – 2007	381,460	\$28,430.66
JUNE – 2007	405,071	\$32,109.32
JULY – 2007	437,072	\$34,236.30
AUGUST – 2007	493,285	\$35,819.15
SEPTEMBER – 2007	464,545	\$35,266.95
OCTOBER – 2007	441,337	\$32,779.49
NOVEMBER – 2007	362,918	\$28,688.66
DECEMBER – 2007	383,400	\$29,014.15
TOTAL	4,985,977	\$375,360.57

Blended rate=\$.075 \$/KWH

METER # 683804679 ACCT. # 56150920
 BUILDING # 44 GCC GREEN HOUSE

MONTH	BILLED KWH	COST
JANUARY – 2007	1,654	\$227.26
FEBUARY – 2007	3,165	\$328.13
MARCH – 2007	2,955	\$322.31
APRIL – 2007	2,845	\$311.75
MAY – 2007	1,939	\$283.56
JUNE – 2007	1,340	\$237.59
JULY – 2007	1,235	\$205.52
AUGUST – 2007	1,398	\$219.14
SEPTEMBER – 2007	1,818	\$302.01
OCTOBER – 2007	1,921	\$268.08
NOVEMBER – 2007	3,528	\$328.47
DECEMBER – 2007	3,613	\$364.39
TOTAL	27411	\$3,398.21

Blended rate=\$.123 \$/KWH

METER # 631532390 ACCT. # 56151282
 BUILDING - ROAD SIGN

MONTH	BILLED KWH	COST
JANUARY – 2007	83	\$28.37
FEBUARY – 2007	73	\$26.81
MARCH – 2007	67	\$25.87
APRIL – 2007	58	\$24.48
MAY – 2007	51	\$23.37
JUNE – 2007	46	\$22.72
JULY -2007	50	\$23.33
AUGUST – 2007	55	\$24.15
SEPTEMBER – 2007	68	\$26.36
OCTOBER – 2007	69	\$26.37
NOVEMBER – 2007	81	\$28.27
DECEMBER – 2007	83	\$28.61
TOTAL	784	\$308.71

Blended rate= \$.392 \$/KWH

METER # 682156636
BUILDING # 28

ACCT. # 56155515

MONTH	BILLED KWH	COST
JANUARY – 2007	334	\$40.97
FEBUARY – 2007	418	\$50.66
MARCH – 2007	292	\$36.13
APRIL – 2007	214	\$27.17
MAY – 2007	103	\$14.38
JUNE – 2007	83	\$12.24
JULY – 2007	90	\$13.22
AUGUST – 2007	297	\$37.33
SEPTEMBER – 2007	280	\$35.33
OCTOBER – 2007	276	\$34.53
NOVEMBER – 2007	358	\$44.08
DECEMBER – 2007	417	\$51.01
TOTAL	3,162	\$399.07

Blended rate= \$.126 \$/KWH

METER # 921027301 ACCT. # 56151167
BUILDING # WATER VAULT RT. 83

MONTH	BILLED KWH	COST
JANUARY – 2007	1,560	\$179.04
FEBUARY – 2007	2,286	\$200.65
MARCH – 2007	1,629	\$181.12
APRIL – 2007	1,186	\$166.83
MAY – 2007	610	\$113.30
JUNE – 2007	389	\$77.84
JULY – 2007	299	\$64.57
AUGUST – 2007	266	\$58.11
SEPTEMBER – 2007	347	\$71.11
OCTOBER – 2007	2,699	\$267.14
NOVEMBER – 2007	3,214	\$248.93
DECEMBER – 2007	3,479	\$332.95
TOTAL	17,964	\$1,961.59

Blended rate= \$.109 \$/KWH

METER # 686590470 ACCT. # 56150862
 BUILDING # 17 GRAINERY

MONTH	BILLED KWH	COST
JANUARY – 2007	11,078	\$668.40
FEBUARY – 2007	1,704	\$180.67
MARCH – 2007	1,630	\$178.58
APRIL – 2007	1,473	\$174.13
MAY – 2007	985	\$176.15
JUNE – 2007	688	\$125.60
JULY – 2007	508	\$94.96
AUGUST – 2007	683	\$126.53
SEPTEMBER – 2007	669	\$124.16
OCTOBER – 2007	853	\$155.91
NOVEMBER – 2007	759	\$139.66
DECEMBER – 2007	781	\$143.64
TOTAL	21,811	\$2,288.33

Blended rate= \$.104 \$/KWH

METER # 728129246 ACCT. # 56150656
 BUILDING # 16ABB BEEF BARN

MONTH	BILLED KWH	COST
JANUARY – 2007	6,080	\$501.00
FEBUARY – 2007	7,960	\$625.05
MARCH – 2007	4,670	\$495.56
APRIL – 2007	4,280	\$475.60
MAY – 2007	1,160	\$205.91
JUNE – 2007	120	\$34.46
JULY – 2007	40	\$21.76
AUGUST – 2007	40	\$21.76
SEPTEMBER – 2007	120	\$34.46
OCTOBER – 2007	400	\$74.46
NOVEMBER – 2007	4,040	\$436.08
DECEMBER – 2007	7,280	\$540.39
TOTAL	36,160	\$3,466.49

Blended rate= \$.095 \$/KWH

Total electric cost= \$ 440,469
Use the blended rate as the baseline for each account.

Grafton Correctional Institution Gas bills
 Provider:Columbia Gas
 Acc#157678880010002

Grafton Correctional Institution Gas bills
 Provider:Columbia Gas
 Acc#157678880010002

2007-2008	Quantity	Total cost	\$/MCF
February	2,950	42797	\$14.51
January	3,782	54834	\$14.50
December	2,356	35926	\$15.25
November	2,178	27651	\$12.70
October	1,306	19407	\$14.86
September	718	10681	\$14.88
August	534	7950	\$14.89
July	506	7535	\$14.89
June	540	8039	\$14.89
May	707	10752	\$15.21
April	1,114	16980	\$15.24
March	2,189	31788	\$14.52
Total	18,880	274,340	\$14.53

Use \$ 14.53/MCF as the baseline

Grafton Correctional Institution water bills
 Provider:Rural Lorain County Water authority
 Acc# 700-0791-00

2007	Quantity(gal)	Total cost	\$/1000gal
December	855,100	2894	\$3.38
November	899,900	2921	\$3.25
October	834,900	2678	\$3.21
September	905,600	2912	\$3.22
August	853,300	2714	\$3.18
July	903,100	2740	\$3.03
June	920,300	2831	\$3.08
May	827,300	2635	\$3.19
April	845,100	2724	\$3.22
March	935,300	2961	\$3.17
February	869,700	2790	\$3.21
January	944,700	2986	\$3.16
Total	10,594,300	33,786	\$3.19

Use \$ 3.19 per 1000 gal as the baseline

Grafton Correctional Institution water bills
 Provider:Rural Lorain County Water authority
 Acc# 700-0140-00

2007	Quantity(gal)	Total cost	\$/1000gal
December	6,021,000	16911	\$2.81
November	6,477,000	18188	\$2.81
October	6,065,000	17034	\$2.81
September	6,502,000	18258	\$2.81
August	5,942,620	16217	\$2.73
July	5,864,000	15588	\$2.66
June	5,248,000	13956	\$2.66
May	5,712,000	15186	\$2.66
April	5,304,000	14104	\$2.66
March	6,113,000	16248	\$2.66
February	5,336,000	14189	\$2.66
January	5,706,000	15170	\$2.66
Total	70,290,620	191,049	\$2.72

Use \$ 2.72 per 1000 gal as the baseline

Grafton Correctional Institution sewer bills
 Provider: American Municipal Utilities/Village of Grafton
 Acc# 01*03*1

2007	Quantity(gal)	Total cost	Surcharge
December		\$35,630	712.00
November		\$35,032	658.00
October		\$35,448	660.00
September		\$34,434	464
August		\$35,985	538.00
July		\$35,817	433.00
June		\$34,958	497.00
May		\$35,822	624.00
April		\$34,717	1,076.00
March		\$35,737	616.00
February		\$32,374	908.00
January		\$35,891	409.00
Total	-	\$386,215	6,883.00

Usage is base on fixed monthly rate. Surcharges is based on level of SS, Amonia,etc.
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Attachment 2b

Site Specific Guidelines and Information

LORAIN CORRECTIONAL INSTITUTION

Warden: **Marc Houk**

Deputy Warden: **Lidia Hishynsky**

Deputy Warden:
Barbara King

2075 South Avon-
Belden Road
Grafton, Ohio 44044
(440) 748-1049
Fax: (440) 748-2191



The Lorain Correctional Institution will protect Ohio's citizens and Department of Rehabilitation and Correction employees and inmates by receiving and processing inmates from Northern Ohio Counties who have been sentenced to prison in a controlled environment that is conducive to self improvement.

Institutional Information			
Date Opened	1990	Population as of 5/08	1,721
Total Acreage	111	Black Inmates	1,024
Accreditation Status	Yes	White Inmates	687
Total Security Staff	255	Other Inmates	10
Total Staff	446	Escapes/Walkaways	0
		2008	1 (343),
GRF Budget (subject to monthly review/adjustment)	\$34,216,643	*Security Level	2 (337)
			3 (1,039), 4 (2)
Daily Cost Per Inmate	\$56.72		

Unique Programs

Short Term Offender Program: This program is designed to target offenders serving 90 days or less. The program prepares offenders for return back into the community by providing accelerated programming based on the 8 Reentry domains including education, employment, marital/family, associates/social interaction, substance abuse, community functioning, personal/emotional and attitude.

Release Preparation Program: Students who will be released into the community within the next 30-60 days attend classes for 3 weeks. Subjects and programs covered in this class include: positive salutations, reentry, interactive video interviewing with prospective employers, interviewing skills, applications, resumes, community employment resources, service learning workshops, goal setting, decision making, stress management and other life skills.

Apprenticeship Programs: The apprenticeship program, although carried out in areas besides the school, is aligned with education and receives funding for its program from the education budget. Approved LorCI apprenticeship programs include cook, baker, and janitor.

Inmate Programs

Community Service

Ohio Reads Reading Room
Adopt-A-School

Apprenticeships

Cook
Baker
Janitor

Academic

Career Technical (Fiber Optic, Coaxial Cable Wiring)
Fast Track GED
Career Scope

Religious Services

[Complete listing of available programming/services](#)



Reading Room

In 2000, former First Lady Hope Taft approached the Director about establishing a reading room for the children who visited their incarcerated parent at the Pickaway Correctional Institution. This idea spread across the state, and now the Ohio Department of Rehabilitation and Correction maintains children's reading rooms in each of the 32 institutions. The reading rooms encourage family literacy by providing a pleasant and comfortable setting for both child and incarcerated parent. Each room is stocked with a wide variety of children's books and has an inmate narrator who reads to the visiting

children twice a day. The role of the inmate narrator is to read picture books to the children in much the same manner that children's hour would be done at a public library. A variety of arts and craft supplies for the children are also available in most of the rooms. Many of the supplies and books are donated by employees and service organizations. This past year the Department served over 45,000 children. The inmate narrators worked over 32,000 hours in reading to and with the children.

Visit the Reading Room at Lorain

Visiting Hours

Reception Inmates: **Effective December 1, 2006**, visitation for reception inmates has been changed to three sessions. Reception visitors are permitted to visit on any day, Monday through Friday excluding holidays.

Monday through Friday; 8:00 a.m. to 10 a.m. 10:30 a.m. to 12:30 p.m. and 1p.m. to 3p.m.

Processing of visitors stops at 8:30 a.m., 10:00 a.m. and 1:30 p.m.

Two visits per month from each person on the visit list.

Reception inmates are allowed weekend visitation for school age children with prior approval.

Cadre Inmates: **Effective December 1, 2006**: Cadre inmates will be permitted to visit Monday through Friday along with Reception inmates. In addition, Christmas Eve and New Year's Eve will be added as Cadre visiting days.

Sunday through Saturday, including holidays (except Christmas Day and New Years Day); 8:00 a.m. to 10:00 a.m. 10:30 a.m. to 12:30 p.m. and 1p.m. to 3 p.m.
Processing of visitors stops at 8:30 a.m., 10:00 a.m. and 1:30 p.m.
Cadre inmates are allowed four visits per month.

Both Cadre and Reception inmates are permitted up to four visitors at a time, including children which require a separate chair to sit. This does not include infants/small children which may be held on a lap.

Visiting hours and days are subject to change without notice due holidays and other unforeseen events. Please call the institution (extension 276) to verify visiting hours before planning a visit.

Inmate Releases: Inmates with expired sentences or release have a choice of being picked up at the institution or being transported by LorCI to the nearest bus station. During the week, family members may pick up a released offender after 12:30 p.m. and no later than 1:30 p.m. For releases taking place on a weekend or holiday, families should be here after 8:00 a.m. and no later than 10:00 a.m.

Release times are subject to change without notice. Please call the institution first to verify the offender's release.

For general visiting information or to download a visitor application, go to <http://www.drc.state.oh.us/web/visiting.htm>.

Correspondence

Written correspondence to inmates must include the inmate's name and number on the envelope and be addressed to the appropriate institution.

Buildings Sq. Ft and Hours of Operation

Building Description	Bldg Num	Site Code	Code	SQ FT Per Flr	hours open	hours close	op. hours
Entrance Bldg	B-1	AQH	1001	3,200	24 hour		24 hour
Entrance Bldg-Spider Alert		AQH	1001				
Gen Adm / Visiting	M-2	AQH	1002	38,300	7AM	8:00PM	11 hour
Segregation		AQH	8001		24 hour		24 hour
Admin/Seg-Spider Alert		AQH	1002				
Reception Housing - Segregation	B-3	AQH	6005	11,654	24 hour		24 hour
Recept Seg-Spider Alert		AQH	6005				
Reception Housing - Orientation	B-4	AQH	6007	17,746	24 hour		24 hour
Recept Orientation-Spider Alert		AQH	6007				
Recept / Dis	B-5	AQH	1003	10,300	6:00AM	3:00PM	9 hour
Recept / Discharge-Spider		AQH	1003				
General Shops	M-6	AQH	3001	115,000	7:00AM	4:30PM	9.5 hour
Commissary		AQH	3002		7:00AM	5:00PM	10 hour
Recovery Services		AQH	3003		7:30AM	4:00PM	9.5 hour
Educational		AQH	3004		8:00AM	4:00PM	8 hour
Chapel		AQH	3005				
OP - Industrial		AQH	4001		N/A		
Recreation		AQH	5001				
Food Service		AQH	7001		4:30AM	9:30PM	18 hour
Quartermaster		AQH	8001		7:30PM	4:00PM	8.5 hour
Maintenance		AQH	8002		7:00AM	4:30PM	9.5 hour

**Energy savings ideas for
Lorain Correctional**

- B-1 Outdoor reset control on heating boiler.**
Night setback back control on HVAC system (present system has one stat to control the whole building)
Install NORITZ instantaneous hot water heater for domestic hot water.
- B-2-S Outdoor reset control on heating boiler.**
Night setback control on HVAC system.
Install NORITZ instantaneous hot water heater for domestic hot water.
- B-2-Warden**
Night setback control on HVAC system.
- B-2-Segregation**
Night setback control on HVAC system.
- B-3**
Temperature control system for pod heat with night reset.
- B-4**
Night setback control on HVAC system Unit manager's office and case manager office temperature control system for pod heat with night reset.
- B-5**
Night setback control on HVAC system.
Install NORITZ instantaneous hot water heater for domestic hot water.
- B-6-Medical**
Night setback control on HVAC system.
- B-6-Food services**
Night setback control on HVAC system.
- B-6-School**
Night setback control on HVAC system.
- B-6-Chapel**
Night setback control on HVAC system.
Install NORITZ instantaneous hot water heater for domestic hot water.
- B-7-C**
Night setback control on HVAC system.
- B-7**
Temperature control system for pod heat with night reset.
- B-8-C**
Night setback control on HVAC system.
- B-8**
Temperature control system for pod heat with night reset.
- B-9-C**
Night setback control on HVAC system.
- B-9**
Temperature control system for pod heat with night reset.

B-10-C

Night setback control on HVAC system.

B-10

Temperature control system for pod heat with night reset.

By George Wenner AQT

Attachment 3b

Utility information

Lorain Correctional Institution electric
bills
Provider: American Municipal Utilities/ Village of
Grafton
Acc#
01*750*1

2007	KWH	HW	Total cost
December	427,200	792	\$26,896.00
November	409,200	757	\$26,006.00
October	400,800	840	\$27,335.00
September	436,800	804	\$27,966.00
August	456,000	852	\$29,552.00
July	426,000	828	\$28,427.00
June	428,400	792	\$27,747.00
May	387,600	780	\$26,490.00
April	420,000	792	\$27,938.00
March	397,200	804	\$27,386.00
February	464,400	828	\$29,958.00
January	439,200	816	\$28,999.00
Total	5,092,800	9,685	334,700

Use \$.07/KWH as the baseline

Lorain Correctional Institution gas bills
 Provider:Columbia Gas
 Acc# 12985843 001 000 8

2007-2008	Quantity	Total cost	\$/MCF
February	5,590	66601	\$11.91
January	4,332	51925	\$11.99
December	2,227	26270	\$11.80
November	1,451	15668	\$10.80
October	1,250	14175	\$11.34
September			#DIV/0!
August	1,444	16725	\$11.58
July	1,991	23383	\$11.74
June			#DIV/0!
May			#DIV/0!
April			#DIV/0!
March			#DIV/0!
Total	18,285	214,747	\$11.74

Use \$ 14.53/MCF as the baseline

Lorain Correctional Institution water bills
 Provider:Quality on Tap
 Acc# 700-0135-00

2007	Quantity(gal)	Total cost	\$/1000gal
December	7,392,000	20750	\$2.81
November	7,719,000	21665	\$2.81
October	7,147,000	20064	\$2.81
September	7,492,000	21030	\$2.81
August	6,905,400	19155	\$2.77
July	7,497,000	19916	\$2.66
June	6,298,000	16738	\$2.66
May	6,907,000	18352	\$2.66
April	6,221,000	16534	\$2.66
March	7,108,000	18885	\$2.66
February	6,162,000	16378	\$2.66
January	6,362,000	16908	\$2.66
Total	83,210,400	226,375	\$2.72

Use \$ 2.81 per 1000 gal as the baseline
--

Lorain Correctional Institution sewer bills
 Provider: American Municipal Utilities/Village of Grafton
 Acc# 01*19*1

2007	Quantity(gal)	Total cost	Surcharge
December		35,630.00	712.00
November		35,032.00	658.00
October		35,448.00	660.00
September		34,434.00	464.00
August		35,985.00	538.00
July		35,817.00	433.00
June		34,958.00	497.00
May		35,822.00	624.00
April		34,717.00	1,076.00
March		35,737.00	616.00
February		32,374.00	908.00
January		35,891.00	409.00
Total	-	386,215.00	6,883.00

Usage is base on fixed monthly rate. Surcharges is based on level of SS, Amonia,etc.	
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Attachment 2c

Site Specific Guidelines and Information

NORTH COAST CORRECTIONAL TREATMENT FACILITY

(Privately Operated Facility)
Warden: **Jacqueline Thomas**

Deputy Warden of Operations: **Hector Santiago**
Deputy Warden of Programs: **Tammy Burnham**

2000 South Avon-Belden Road
Grafton, Ohio 44044
(440) 748-5000
Fax: (740) 748-5010



Mission: The North Coast Correctional Treatment Facility (NCCTF) is committed to being a leader in the areas of job training, education, and corrections. NCCTF will lead by implementing plans to achieve high performance standards and goals; maintaining a foundation based on integrity, accountability and excellence; providing long-term growth and stability while ensuring fiscal responsibility, creating opportunity through a positive environment for personal growth and development; empowering employees to implement innovative ideas for continuous improvement; and building esteem and pride by celebrating our diversity and accomplishments.

Institutional Information			
Date Opened	2000	Population as of 5/08	659
Total Acreage	155	Black Inmates	268
Accreditation Status	Yes	White Inmates	365
Total Security Staff	125	Hispanic Inmates	22

Total Staff	198	Other Inmates	4
GRF Budget (subject to monthly review/adjustment)	\$15,289,459	Escapes/Walkaways 2008	0
Daily Cost Per Inmate	\$66.58	*Security Level	1

Unique Programs

NCCTF offers a 13-week recovery services program consisting of 3 cohorts. Cohort 1 consists of all Correctional Recovery Academy (CRA) and Intensive Prison Program (IPP) students. Cohort 1 consists of approximately 125 students and maintains 30 hours per week of treatment education based on prevention, communication skills, etc. Cohort 2 is a general population program. Cohort 2 consists of the remaining individuals not currently enrolled in the IPP program. These individuals maintain 4 hours per week of basic alcohol and drug programming. Cohort 3 is made of the Graduate Maintenance Program. Cohort 3 consists of those students who have completed and have graduated from the 13-week CRA treatment program. After program completion, these individuals maintain 4 hours per week of ongoing relapse prevention.

Inmate Programs

Programs

Pound Puppy
MADD
Crayons to Computers

Community Service

Crayons to Computers
Lorain County Animal Protective League Dog Training
Erie Shores Humane Society Puppy Program
Ohio Reads
Ronald McDonald House
City of North Ridgeville - highway clean up
Vegetable Garden - growing vegetables for Lorain County 2nd Harvest Food Bank
Ohio Department of Health
Boy Scout Camp - Wakeman, Ohio

Vocational

Cooks Apprenticeship
Automated Office Technologies
Janitor Apprenticeship
Pound Puppy Apprenticeship

Academic

GED
Pre-GED
Laubach Training

Religious Services

[Complete listing of available programming/services](#)



Visiting Hours

Friday through Sunday, 8:00 a.m. to 3:00 p.m.

Friday's are "Family Unification Day" and visiting is by appointment.

For general visiting information or to download a visitor application, go to
<http://www.drc.state.oh.us/web/visiting.htm>.

Correspondence

Written correspondence to inmates must include the inmate's name and number on the envelope and be addressed to the appropriate institution.

Buildings Sq. Ft and Hours of Operation

North Cost Correctional Treatment Facility

BUILDING	HRS. OF OPERATION	SQUARE FEET
Admin	24/7	25,920
IS	24/7	64,656
Housing 1	24/7	16,800
Housing 2	24/7	16,800
Housing 3	24/7	16,800
Lift station	24/7	781
Entry	27/7	8,465
Sally port	8	384
Generator Building	When Gen is running	268

Energy savings ideas

- 1) **Water conservation**

Attachment 3c

Utility information

2007	Water Usage(1000g)	Water Charge	Sewer Charge	Sewer+Water	Electric+Water+Sewer
January	1249	\$6,993.00	\$5,433.00	\$12,426.00	\$30,869.00
February	1,323	\$7,407.04	\$5,755.05	\$13,162.09	\$32,149.00
March	1,215	\$6,803.32	\$5,285.25	\$12,088.57	\$31,376.00
April	1,394	\$7,803.93	\$6,063.90	\$13,867.83	\$31,638.00
May	1,288	\$7,211.39	\$5,602.80	\$12,814.19	\$31,050.00
June	1,355	\$7,585.92	\$5,894.25	\$13,480.17	\$31,781.00
July	1,177	\$6,590.90	\$5,119.95	\$11,710.85	\$32,278.00
August	1,357	\$8,507.67	\$5,902.95	\$14,410.62	\$35,404.00
September	1,280	\$8,025.65	\$5,568.00	\$13,593.65	\$35,274.00
October	1,418	\$8,889.53	\$6,168.30	\$15,057.83	\$35,852.00
November	1,527	\$9,571.87	\$6,642.45	\$16,214.32	\$35,858.00
December	1,143	\$7,168.03	\$4,972.05	\$12,140.08	\$30,097.00
Total	14,477	\$85,565.25	\$62,974.95	\$160,966.20	\$393,626.00

2007	Demand (KW)	KWH	Electric Cost
January	564.00	251,400.00	\$18,443.00
February	576.00	265,200.00	\$18,986.91
March	570.00	279,000.00	\$19,287.43
April	558.00	238,200.00	\$17,770.17
May	564.00	249,000.00	\$18,235.81
June	570.00	250,800.00	\$18,300.83
July	642.00	287,400.00	\$20,567.15
August	648.00	294,600.00	\$20,993.38
September	648.00	321,600.00	\$21,680.35
October	642.00	300,000.00	\$20,794.17
November	618.00	279,600.00	\$19,643.68
December	552.00	265,200.00	\$17,956.92
Total	7,152.00	3,282,000.00	232,659.80

2007

Natural Gas

2007	Volume(Mcf)	Amount	\$/Mcf
January	2,356.00	\$35,926.10	15.25
February	3,782.00	\$54,834.63	14.50
March	2,950.00	\$42,797.74	14.51
April	2,189.00	\$31,788.07	14.52
May	1,114.00	\$16,980.92	15.24
June	707.00	\$10,752.04	15.21
July	540.00	\$8,039.64	14.89
August	506.00	\$7,535.06	14.89
September	534.00	\$7,950.61	14.89
October	718.00	\$10,681.27	14.88
November	1,306.00	\$19,407.54	14.86
December	2,348.00	\$29,772.61	12.68
Total	19,050.00	\$276,466.23	

ATTACHMENT 4: GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 - GENERAL PROVISIONS

1.1 Application and Governing Law

- 1.1.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the State of Ohio. Any action or proceeding concerning the Contract shall be brought in a court of competent jurisdiction located in Ohio. The Contractor irrevocably consents to such jurisdiction.
- 1.1.2 The parties to the Contract shall comply with Applicable Law.
- 1.1.3 Other rights and responsibilities of the Contractor and the Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

1.2 Conditions of the Contract

- 1.2.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications.
- 1.2.2 Nondiscrimination: The Contractor shall comply with Applicable Law regarding equal employment opportunity, including all applicable Executive Orders issued by the Governor of the State.
 - .1 In the hiring of employees for the performance of the Work under any Contract or Subcontract, no Contractor or Subcontractor, or any Person acting on the Contractor's or Subcontractor's behalf, shall, by reason of race, creed, sex, disability, military status, or color, discriminate against any citizen of the State in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.
 - .2 No Contractor or Subcontractor, or any Person acting on a Contractor's or Subcontractor's behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, creed, sex, disability, military status, or color.
 - .3 In the event the Contractor fails to comply with these nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part.
- 1.2.3 Hiring Under State Public Improvement Contracts
 - .1 Any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement Contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status, or ancestry and unless the labor organization includes in its apprentice and journeyperson's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).
- 1.2.4 Affirmative Action
 - .1 The Contractor shall comply with the State's Equal Employment Opportunity requirements described under Ohio Administrative Code Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this subparagraph 1.2.4.

- .2 The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the Ohio Department of Administrative Services, Equal Opportunity Division ("EOD").
- .3 By the tenth day of each month, the Contractor shall submit to the EOD via the internet a completed Ohio Construction Contract Information Report – Input Form 29 (I-29) for the preceding month. The form and instructions for its completion are available at the EOD Web site: <http://www.das.ohio.gov/eod/CCInputForm29.htm>.

1.2.5 Prevailing Wages

- .1 The Contractor shall comply with the prevailing wage requirements described under Ohio Revised Code ("O.R.C.") Chapter 4115 that include, but are not limited to, the requirements described under this subparagraph 1.2.5.
- .2 The Contractor shall pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.
- .3 The Contractor shall post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract. The Contractor shall ensure that the rates posted are current and remain posted in legible condition during the Contract Time.
- .4 The Contractor shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its Web site, <http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid>, to obtain the current wage rates.

1.2.6 Notice of Commencement

- .1 The Engineer shall prepare a Notice of Commencement and make it available as required under O.R.C. Section 1311.252.
- .2 Upon request, the Engineer or the Contractor shall furnish the Notice of Commencement to Subcontractors and Material Suppliers, or any other member of the public.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

- .1 Delivered personally to a member of the organization for whom the notice is intended;
- .2 Delivered, or sent by registered or certified mail, to the last known business address of the organization; or
- .3 Sent by facsimile, email, or Web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

1.4 Contract Documents

1.4.1 Ownership

- .1 The Owner alone owns the Contract Documents and every right, title, and interest therein from the moment of creation.
- .2 The Contractor may retain copies, including reproducible copies, of the Contract Documents for information, reference, and performance of the Work.
- .3 The submission or distribution of the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the

Owner's reserved rights in the Contract Documents. Any unauthorized use of the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

1.4.2 Intent

- .1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.
- .2 The Contract Documents are complementary, and what is required by one is binding as if required by all.
- .3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.
- .4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.
- .5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- .6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.
- .7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

1.4.3 As-Built Documents

- .1 The Contractor shall maintain in good order at the Site a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; Warranties; Requests for Interpretation and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines.
 - .1 Upon request, the Contractor shall furnish the Owner, without charge, with an electronic copy and 2 complete sets of As-Built Documents.
- .2 Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Owner.
- .3 If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.
- .4 The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

1.4.4 Access to Documents

- .1 The Contractor shall maintain, in a secure location at the Site, a set of Drawings and Specifications, approved by the Ohio Department of Commerce, Division of Industrial Compliance, and the records required by subparagraph 4.1.11.

- .2 The Contractor shall at all times permit access to the documents described in subparagraphs 1.4.4 and 1.4.4.1 to authorized representatives of the State, local authorities having jurisdiction, and the Owner.

1.5 Taxes

- 1.5.1 Only those materials that ultimately become a part of the completed structure or improvement which constitutes the Project shall be exempt from State sales tax and State use tax.
- 1.5.2 The purchase, lease, or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of State sales tax and State use tax.

1.6 Royalties and Patents

- 1.6.1 The Contractor shall pay all royalties, license fees, and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.
- 1.6.2 If a particular invention, design, process, product, or device is specified in the Contract Documents and if, to the knowledge of the Engineer, use of the specified item is subject to patent rights or copyrights calling for the payment of a license fee or royalty to others, the Engineer shall disclose the existence of the rights in the Contract Documents.
 - .1 If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Engineer.

1.7 Assignment of Antitrust Claims

- 1.7.1 By signing the Performance Contract, the Contractor assigns, conveys and transfers to the Owner any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to the Owner pursuant to the Contract.

1.8 Use of Domestic Steel

- 1.8.1 The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with State funds.
- 1.8.2 The Contractor, Subcontractors, and Material Suppliers shall comply with the requirements of the Department of Administrative Services' policy regarding the specification and use of domestically produced steel products, including furnishing the required certifications. The policy is available at the Department's web site, <http://das.ohio.gov/asd/Legpage.htm#Directives>, by clicking on the "DAS Directives" link and then clicking on "Required Use of Domestic Steel."

1.9 Performance Bond Reduction

- 1.9.1 Upon notice and consent of the Contractor's Performance Bond Surety, the Owner may reduce the Performance Bond by 25 percent of the total amount of the Performance Bond after at least 50 percent of the Work has been completed, and by 50 percent after at least 75 percent of the Work has been completed, if all of the following conditions are met:
 - .1 The Owner determines, in its sole discretion, that the percentage of Work completed at the time of determination has been satisfactorily performed and meets the terms of the Contract Documents, including a provision in regard to the time when the whole, or any specified portion, of the Work shall be completed; and

- .2 The Owner determines, in its sole discretion, that no disputed claim caused by the Contractor exists or remains unresolved.

1.10 Drug Free Workplace Program Participation

- 1.10.1 During the Contract Time, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC that meets the requirements specified in O.R.C. Section 153.03 ("OBWC-approved DFWP").
- 1.10.2 If the Contractor provides Subcontractors that provide labor on the Site, the Subcontractors shall be enrolled in and in good standing in the OBWC DFWP or an OBWC-approved DFWP.
 - .1 Each Subcontractor shall require all lower-tier Subcontractors with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.
 - .2 Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor, or the Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.
 - .3 Failure of a Subcontractor to require a lower-tier Subcontractor to be enrolled in and be in good standing in the OBWC DFWP or an OBWC-approved DFWP prior to the time that the lower-tier Subcontractor provides labor at the Site shall result in the Subcontractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Subcontractor, or the lower-tier Subcontractor who was not enrolled in a program, for future contracts with the State for five years after the date of the breach.
 - .4 Prior to authorizing a Subcontractor to commence Work on the Project, the Contractor shall obtain the Owner's approval, and shall also submit written confirmation of the Subcontractor's enrollment on the Declaration of Subcontractors and Material Suppliers form to the Owner.

ARTICLE 2 - THE CONTRACTOR

2.1 Construction Procedures

- 2.1.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures and for coordinating all portions of the Work.
 - .1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.
 - .2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the Engineer. The Contractor shall not proceed with that portion of the Work without further written instructions from the Engineer. Any modification of the Contract shall be in accordance with Article 7.
- 2.1.2 The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all the Work, coordinate and verify existing conditions, and notify the Engineer of discrepancies and conflicts before proceeding with installation or excavation.

- 2.1.3 The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.
- .1 If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.
 - .2 The Contractor's patching shall match and blend with the existing or adjacent surface(s).
- 2.1.4 The Contractor shall comply with O.R.C. Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.
- .1 The Contractor shall give notice at least 2 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS" at www.oups.org, phone 800-362-2764), and the owners of underground utilities shown on the plans and specifications who are not registered members of OUPS. The owner of an underground utility is required within 48 hours notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the Engineer and contact the owner of the underground utility.
- 2.1.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.
- 2.1.6 The Contractor shall comply with all requirements and conditions of the National Pollutant Discharge Elimination System ("NPDES") general permit, including, but not limited to, implementing and maintaining the control measures specified in the storm water pollution prevention plan which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

2.2 Review of Contract Documents and Field Conditions

- 2.2.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.
- 2.2.2 If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Interpretation ("RFI") to the Engineer for an interpretation or clarification.
- .1 Before submitting any RFI to the Engineer, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.
 - .2 The Engineer shall respond to an RFI within 3 days of receiving the RFI.
 - .3 Any interpretation or clarification of the Contract Documents made by any Person other than the Engineer, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.
- 2.2.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum and guaranteed savings, or Contract Time, or both, on account of clarifications or instructions issued by the Engineer in response to an RFI, the Contractor may request an adjustment to the Contract by giving written notice under subparagraph 7.2.3 within 7 days of receiving the Engineer's RFI response.

- 2.2.4 If the Contractor does not notify the Engineer per subparagraph 2.2.3, the Contractor shall have irrevocably accepted the RFI response without an adjustment to the Contract Sum, guaranteed savings, or Contract Time.

2.3 Construction Supervision

- 2.3.1 Unless waived by the Engineer in writing, the Contractor shall provide continuous supervision at the Site by a competent superintendent when any Work is being performed and the Contractor's superintendent shall not be involved with any work other than the Project.
- 2.3.2 The Contractor's project manager and superintendent shall each have the responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's project manager or superintendent shall be binding as if given directly to the Contractor.
- 2.3.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references, to the Engineer within 10 days of the Notice to Proceed.
- .1 The Engineer reserves the right to reject the Contractor's proposed project manager or proposed superintendent. Failure to notify the Contractor of the rejection within 30 days of receiving the required information shall indicate that the Engineer has no objection.
- .2 If the Engineer rejects the Contractor's proposed project manager or proposed superintendent, the Contractor shall replace the project manager or superintendent (as appropriate) with someone acceptable to the Engineer at no additional cost.
- 2.3.4 The Contractor shall not replace its project manager or superintendent without the Engineer's prior written approval.
- .1 If the Contractor proposes to change its project manager or superintendent, the Contractor shall submit written justification for the change to the Engineer, along with the name and qualifications of the Contractor's proposed replacement.
- .2 The procedure provided in subparagraph 2.3.3 shall be conducted to evaluate the Contractor's proposed project manager or superintendent.

2.4 Protection of the Project

- 2.4.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Final Acceptance, or Partial Occupancy if applicable.
- .1 The Contractor shall at all times cover or protect the Work.
- .2 The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of Contractor's failure to provide coverage or protection.
- .3 The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.
- .4 After the date of Final Acceptance, or Partial Occupancy if applicable, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.
- 2.4.2 The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.
- 2.4.3 The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the

Project or existing or adjacent property to stress or pressure that endangers the Project or property.

- 2.4.4 The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

2.5 Materials and Equipment

- 2.5.1 The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents.
- 2.5.2 The Contractor shall bring to, or store at, the Site only the materials and equipment required in the Work.
 - .1 The Contractor shall properly store and protect all materials and equipment it provides to the Project.
 - .2 The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.
- 2.5.3 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at, or near, the Site.

2.6 Labor

- 2.6.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors and Material Suppliers. The Contractor shall not permit employment of individuals not skilled in tasks assigned to them.
- 2.6.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or the Contractor's Subcontractors and Material Suppliers, who the Engineer finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.
- 2.6.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage, or other labor disturbance. Informational pickets shall not justify any work stoppage.

2.7 Safety Precautions

- 2.7.1 The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.
- 2.7.2 The Contractor shall pay any fine or cost incurred because of the Contractor's violation, or alleged violation, of Applicable Law.
- 2.7.3 Before starting any Work:
 - .1 The Contractor shall submit to the Engineer a copy of the Contractor's site-specific safety plan and safety manuals.
- 2.7.4 The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site.
- 2.7.5 Work Stoppage Due to Hazardous Materials:
 - .1 If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material, which has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Engineer, and within 1 business day deliver written notice of the condition to the Engineer. A licensed abatement Contractor shall issue a report of the condition to the Engineer in writing and remove the material or render it harmless as directed.

- .2 The Contractor shall resume Work in the affected area upon written notice from the Engineer that (1) the suspect material was evaluated and found not to be or contain a Hazardous Material, or (2) the suspect material has been removed or rendered harmless.
- .3 If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys fees, arising out of or resulting from performing the Work in the affected area.
- .4 The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

2.7.6 Material Safety Data Sheets

- .1 The Contractor shall identify any material it uses at the Site with a Material Safety Data Sheet ("MSDS").
- .2 The Contractor shall maintain a notebook containing all of its applicable MSDS. This notebook shall be kept at the Site for the duration of the Project.

2.8 Construction Facilities, Utilities, and Equipment

2.8.1 Facilities

- .1 The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.
- .2 The Contractor shall provide and maintain in a clean condition:
 - .1 Suitable facilities, equipment, and services for the Engineer's use;
 - .2 Adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
 - .3 Adequate sanitary facilities for use by all Persons at the Site.

2.8.2 Environmental Controls

- .1 The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.
- .2 Until the permanent HVAC systems are complete and available for use:
 - .1 The Contractor shall make arrangements and pay for installation and maintenance of temporary heating facilities; and
 - .2 The Contractor shall pay the costs incurred in operating the temporary heating facilities.
- .3 When the permanent HVAC systems are completed and available for use:
 - .1 The Contractor shall start up and maintain operation of the permanent HVAC system, and promptly remove temporary heating facilities; and
 - .2 If the Project consists entirely of new construction, the Contractor shall pay the costs of operating the permanent HVAC system until Final Acceptance, or Partial Occupancy if applicable.
 - .3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of operating the permanent HVAC system.

- .4 From the date of Final Acceptance, or Partial Occupancy if applicable, the Owner shall pay the cost of operating the permanent HVAC system for the occupied portion of the Project.

2.8.3 Water and Drainage

- .1 The Contractor shall provide water necessary for the Work until the permanent water system is available for use.
- .2 The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.
- .3 The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing facilities until the permanent plumbing systems are available for use.
- .4 When the permanent plumbing system is complete and available for use:
 - .1 The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary water facilities; and
 - .2 If the Project consists entirely of new construction, the Contractor shall pay the costs of water consumed and sewerage charges until Final Acceptance, or Partial Occupancy if applicable.
 - .3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of water consumed and sewerage charges.
- .5 From the date of Final Acceptance, or Partial Occupancy if applicable, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

2.8.4 Electric Service

- .1 The Contractor shall provide temporary light and power; pay the charges for temporary electric service installation, and removal if required.
- .2 If the Project consists entirely of new construction, the Contractor shall pay the charges for energy consumed until Final Acceptance of the Project, or Partial Occupancy if applicable.
- .3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the cost of energy consumed.
- .4 From the date of Final Acceptance, or Partial Occupancy if applicable, the Owner shall pay the cost of energy consumed for the occupied portions of the Project.

2.8.5 Hoisting Facilities

- .1 The Contractor shall erect and maintain any hoisting equipment required for its Work .
- .2 If the electric service requirements of hoisting facilities differ from that available at the Site, the Contractor shall provide and pay for all necessary connections.
- .3 A Contractor requiring use of hoisting facilities, after the Project is enclosed, shall transport Persons and materials required for its Work.
- .4 If a permanent elevator is identified in the Contract Documents to be used for hoisting materials or personnel during construction, the Contractor shall furnish an extended

warranty and service contract in effect until the expiration of the period for correction described in paragraph 2.16.

2.9 Building and Trade Permits and Licenses

2.9.1 Plan Approval

- .1 The Contractor shall secure the required structural, plumbing, HVAC, and electrical plan approvals from the Ohio Department of Commerce, Division of Industrial Compliance.
 - .1 If the Project is not on State property, the Contractor shall secure the plan approvals from the local certified building department with jurisdiction.
- .2 The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the Engineer reasonable notice of the dates and times arranged for inspections.

2.9.2 Trade Permits and Licenses

- .1 The Contractor shall obtain, maintain, and pay for any permit or license applicable to the Contractor's particular trade(s).

2.9.3 Local Permits

- .1 The Contractor shall secure and pay the fees for any permits, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the Engineer reasonable notice of the date arranged for inspections.

2.9.4 National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit

- .1 The Contractor shall secure the NPDES general permit by submitting a Notice of Intent application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction.
- .2 The Contractor shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.
- .3 The Contractor shall prepare and process the required Notice of Termination prior to Contract Completion.

2.10 Tests and Inspections

2.10.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

2.10.2 If the Engineer determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the Engineer may instruct the Contractor in writing to order such inspection, testing, or approval.

- .1 If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs. Those costs may include, but are not limited to:
 - .1 The cost of the special inspection, testing, or approval;
 - .2 The cost of additional special inspections, testing, or approvals to evaluate remedial Work;

- .3 The cost of correcting the Defective Work; and
- .4 All related Owner-incurred fees and charges of engineers, architects, attorneys, and other professionals.
- .2 The Owner may deduct the costs described under subparagraph 2.10.2.1 from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.
- .3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, the Owner shall pay the Contractor for all associated costs by appropriate Contract modification.
- 2.10.3 If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the Engineer.
- 2.10.4 Except as described under subparagraph 2.10.2, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.
- 2.10.5 The Contractor shall coordinate with and give the Engineer reasonable notice of the anticipated dates of all inspections, testing, or approvals.
- 2.10.6 Neither the observations of the Engineer in the administration of the Contract, nor any inspection, test, or approval by Persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.11 Progress Cleaning

- 2.11.1 The Contractor shall remove all waste materials and rubbish attributable to the Work to an appropriate disposal location acceptable to the Engineer and the Owner at, or near, the Site.
- 2.11.2 The Contractor shall perform daily cleaning in the area of the Work and maintain the Site in a clean condition acceptable to the Engineer and the Owner.
- 2.11.3 The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials, and rubbish from the disposal location at, or near, the Site.
- 2.11.4 The Contractor shall remove, as appropriate for the Project or as the Owner directs, any waste materials or rubbish from areas adjacent to the Project.
- 2.11.5 If the Contractor fails to clean up during the progress of the Work, the Owner may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Owner may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.
- .1 The Owner may deduct the cleaning costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

2.12 Substitutions after the RFP Proposal Deadline

- 2.12.1 The Engineer shall consider Requests for Substitutions after the RFP Proposal deadline only when the Contractor can conclusively demonstrate to the Engineer the following conditions:
 - .1 The specified Standards or Approved Equals, through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers, are not available; or
 - .2 The specified Standards or Approved Equals will not perform as designed or intended.

2.12.2 The Contractor's incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

2.13 Explosives and Blasting

2.13.1 The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Engineer and other authorities with jurisdiction.

2.13.2 The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

- .1 The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Engineer.

2.14 Emergency

2.14.1 In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss.

2.14.2 If the Contractor believes that it is entitled to an adjustment of the Contract Sum and guaranteed savings, or Contract Time, or both, on account of its actions in response to an emergency, the Contractor may request an adjustment to the Contract by giving written notice under subparagraph 7.2.3.

2.15 Uncovering the Work

2.15.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Engineer, the Contractor shall, if the Engineer requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor's expense and without adjustment of the Contract Time.

2.15.2 If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the Engineer for an opportunity to observe the Work prior to covering, the Contractor shall, if the Engineer requests in writing, uncover that Work.

- .1 If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Time.
- .2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum and guaranteed savings, or Contract Time, or both, on account of the uncovering and recovering of the Work, the Contractor may request an adjustment to the Contract by giving written notice under subparagraph 7.2.3.

2.16 Correction of the Work

2.16.1 The Contractor shall promptly correct any Work rejected by the Engineer or Work that is Defective Work, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. The Engineer shall specify in a written notice to the Contractor the time within which the Contractor shall correct the Work.

2.16.2 After Final Completion

- .1 In addition to the Contractor's other obligations under the Contract Documents, if within 1 year after the date of Final Completion of the Work any of the Work is found to be Defective Work, the Contractor shall correct it promptly after receipt of written notice from

the Engineer to do so, unless the Owner has previously accepted the Defective Work in writing.

- .2 If the Contractor fails to correct the Defective Work promptly after receiving the notice to do so, the Owner may correct it without giving further notice to the Contractor.
- .3 The 1-year period for correction of Work shall not be extended by corrective Work performed by the Contractor under this subparagraph 2.16.2.
- .4 The 1-year period for correction of Work:
 - .1 Relates only to the Contractor's specific obligation to correct the Work;
 - .2 Does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
 - .3 Has no relationship to the time within which the Owner may seek to enforce the Contract; and
 - .4 Does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise.

2.16.3 Responsibility for Costs of Correction

- .1 The Contractor shall pay all of the costs and damages associated with the correction of the Work. Those costs and damages may include, but are not limited to, the related fees and charges of engineers, architects, attorneys, and other professionals; the cost of correcting or replacing adjacent work; and any consequential damages. The Owner may deduct the costs and damages it incurs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

2.17 Interruption of Existing Services

- 2.17.1 Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including, but not limited to, sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Owner.
- 2.17.2 Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from, the Owner to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and its tenants.

2.18 Indemnification for Injury or Damage

- 2.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities (individually "Indemnified Party"; collectively "Indemnified Parties"), from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, construction managers, attorneys, and other professionals), direct, indirect, or consequential arising out of or in connection with the Project, but only to the extent caused by the negligence of the Contractor, or a person or entity for whom the Contractor may be liable, regardless of whether or not the claim, damage, loss or expense is caused in part by an Indemnified Party.
 - .1 In the event of any injury, death, loss, damage, or related claims, the Contractor shall give prompt written notice to the Owner.

- 2.18.2 The Contractor's obligations under subparagraph 2.18.1 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.
- 2.18.3 The Contractor's obligations under subparagraph 2.18.1 shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts, or any insurance policy provided or required in connection with the Project.

2.19 Indemnification for Patent or Copyright Use

- 2.19.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, and expenses (including the fees and charges of engineers, architects, construction managers attorneys, and other professionals), direct, indirect, or consequential arising out of the Contractor's infringement of patent rights or copyrights.

2.20 Indemnification for Use of Electronic Files

- 2.20.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnified Parties from and against all claims, damages, losses, and expenses (including, but not limited to, the fees and charges of engineers, architects, attorneys, and other professionals) arising out of, or related to the Contractor's, or any other Person's use of electronic files, including, but not limited to, Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively "Electronic Files").
- .1 These Electronic Files are provided solely for the Contractor's convenience and use related to the Project. Any use of the Electronic Files shall be at the sole risk of the Contractor.
 - .2 The Owner alone owns the Electronic Files and every right, title, and interest therein from the moment of creation.
 - .3 The Electronic Files are not products.
 - .4 The Contractor shall not use the Electronic Files for any purpose other than as a convenience for preparing Shop Drawings, Coordination Drawings, Record Drawings, or fabrication data for components, systems, and assemblies intended solely for use on the Project.
 - .5 The Owner makes no warranties, either express or implied, of the merchantability or fitness of the Electronic Files for any particular purpose.
 - .6 The Contractor understands and accepts that the Electronic Files may deteriorate or be inadvertently or otherwise modified without the Owner's authorization.
 - .7 The Owner makes no representations as to compatibility, usability, or readability of the Electronic Files resulting from the use of software, application packages, operating systems, or computer hardware differing from those used to create the Electronic Files.
 - .8 In the event of a conflict between the Contract Documents and the Electronic Files, the Contract Documents shall control, take precedence over, and govern the Electronic Files.
 - .9 The Contractor alone is responsible to check, verify, and otherwise confirm the accuracy of data on the Electronic Files.
 - .10 The Contractor shall not make any claims and hereby waives, to the fullest extent permitted by law, any claims or causes of action of any nature against the Indemnified Parties, which may arise out of, or in connection with, the use of the Electronic Files.

2.21 Warranty

- 2.21.1 The Contractor warrants to the Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

ARTICLE 3 - CONTRACT ADMINISTRATION

3.1 Project Oversight

- 3.1.1 The Contractor shall notify, advise, and consult with the Engineer and protect the Owner and the State against Defective Work throughout the completion of the Project, which includes a period of 1 year after Final Acceptance.
- .1 The Contractor shall designate a field representative, subject to the Engineer's approval, to attend to the Project to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.
- .2 The Contractor shall have its consultants attend the Project at the intervals required by the Engineer.
- 3.1.2 Neither the Engineer nor the Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, safety precautions, and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.2 Contract Administration

- 3.2.1 The Engineer shall provide administration of the Contract as provided in the Contract Documents including, but not limited to, the performance of the functions described as follows:
- .1 The Contractor shall attend and conduct progress meetings. The Contractor shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Engineer and the Owner within 3 working days after the meeting. The Contractor shall not delegate the duty to prepare the agenda and written reports of any progress meeting.
- 3.2.2 The Engineer is the initial interpreter of all requirements of the Contract Documents. All decisions of the Engineer are subject to final determination by the Owner.

ARTICLE 4 - CONSTRUCTION COORDINATION

4.1 Responsibility of the Contractor

- 4.1.1 The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.
- 4.1.2 The Contractor shall supervise the Work.
- 4.1.3 The Contractor shall cooperate with the Engineer so as not to interfere with, disturb, hinder, or delay the Engineer's responsibilities.

- 4.1.4 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project. The Contractor shall establish the Project's regular working hours, subject to prior written approval by the Owner.
- 4.1.5 The Contractor shall coordinate the Work with the activities and responsibilities of the Owner to complete the Project in accordance with the Contract Documents.
- 4.1.6 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with paragraph 4.2, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the Engineer's acceptance.
- 4.1.7 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.
- 4.1.8 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by the Contract Completion date.
- 4.1.9 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by subparagraph 4.2.13.
- 4.1.10 In the event of default of the Contractor, the Contractor shall cooperate with the Owner and the Contractor's Performance Bond Surety to achieve the Contract Completion date.
- 4.1.11 The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

4.2 Construction Progress Schedule

- 4.2.1 The Contractor shall provide a bar chart schedule with a logical sequence of events and sufficient detail to properly anticipate and monitor construction progress.
- 4.2.2 The Contractor shall prepare a Construction Progress Schedule by providing the following:
 - .1 A graphic presentation of the sequence of the Work for the Project in the media and format required for the Project;
 - .2 Identification of each phase of the Work and any Milestone dates;
 - .3 Identification of activities and durations for review and approval of Shop Drawings and other action submittals, fabrication and review of mock-up Work, product review and procurement, fabrication, shop inspection, and delivery, including, but not limited to, lead time, coordination drawing delivery, Punch List, Punch List Correction, Project close-out requirements, Contract Completion, and occupancy requirements;
 - .4 Identification of disruptions and shutdowns due to other operations;
 - .5 Identification of the critical path of the Work;
 - .6 Identification of the crew size and total resource hours for each activity in the schedule; and
 - .7 The Contractor's signature and date indicating approval.
- 4.2.3 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software that is acceptable to the Engineer and shall provide final copies in color, in full size and 11 by 17 inches. The Contractor shall submit all baseline and updated schedules to the Engineer in electronic format.
- 4.2.4 The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items

required by the Project and the Engineer. Each submission shall show the Owner's Project number and Project name, and provide a signature approval and date line for the Contractor.

- 4.2.5 The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources and crew size for each activity, provide early start, early finish, late start, late finish. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.
- 4.2.6 The Construction Progress Schedule shall show all submittal dates, coordination drawing preparation, shop drawings submittals, and mock-up review and approval durations.
- 4.2.7 The Contractor shall submit the Construction Progress Schedule in graphic and tabular form. Provide a 2- to 6-week look-ahead schedule, as appropriate for the Project, for each progress meeting and provide, with each monthly schedule update, a list of all changes to the previously approved baseline schedule or monthly updated schedule.
- 4.2.8 The Construction Progress Schedule shall be managed using early start dates and early finish dates. Free float and total float are resources of the Project, and the use of float associated with an activity is not permitted without the Engineer's prior written concurrence.
- 4.2.9 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the Engineer a proposed Construction Progress Schedule approved by the Contractor.
 - .1 Upon receipt of the proposed Construction Progress Schedule, the Engineer shall review the Construction Progress Schedule and schedule of submittals, and accept it or reject it and return it to the Contractor with recommendations for revisions.
 - .2 Failure to timely approve a Construction Progress Schedule may result in a back-charge to the Contractor, in accordance with paragraph 5.2, and may result in suspension or termination of the Contract in accordance with Article 12.
- 4.2.10 On a weekly basis, the Contractor shall prepare and submit to the Engineer a written report describing:
 - .1 Activities begun or finished during the preceding week;
 - .2 Activities in progress and expected completion;
 - .3 Activities to be started or finished in the upcoming 2 weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and
 - .4 Other information requested by the Engineer.
- 4.2.11 The Contractor shall attach the above information to the minutes of the weekly progress meetings.
- 4.2.12 The Contractor shall provide monthly progress reports to the Engineer, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Contract Completion date.
 - .1 If it is apparent to the Engineer that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Contract Completion date; the Engineer shall direct the Contractor to submit within 3 days a recovery plan to avoid or minimize the delay to the Project.
 - .2 A recovery plan shall include, but is not limited to, adjustments to one or more of the following:
 - .1 Workforce
 - .2 Hours per shift

- .3 Shifts per workday
 - .4 Workdays per week
 - .5 Equipment
 - .6 Activity logic
 - .3 If the Engineer approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule that shall be signed and approved in accordance with subparagraph 4.2.9. If the Engineer fails to approve a time recovery plan, the Contractor shall submit within 3 days an alternate recovery plan to the Engineer in writing for review and approval in accordance with subparagraph 4.2.9.
 - .4 Failure to timely approve an updated Construction Progress Schedule may result in a back-charge to the Contractor, in accordance with paragraph 5.2, or in suspension or termination of the Contract in accordance with Article 12.
- 4.2.13 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Engineer, in accordance with subparagraph 4.2.9.
- .1 The updated Construction Progress Schedule signed by the Contractor shall serve as an affirmation and certification that the Contractor can meet the requirements of the updated Construction Progress Schedule.
 - .2 The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules signed by the Contractor, and accepted by the Engineer, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.
 - .3 Failure to timely approve an updated Construction Progress Schedule may result in a back-charge to the Contractor, in accordance with paragraph 5.2, or in suspension or termination of the Contract in accordance with Article 12.
- 4.3 Progress Meetings
- 4.3.1 The Contractor shall schedule a weekly progress meeting for the Contractor and the Engineer. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.
- 4.3.2 The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.
- .1 The Contractor shall notify the Engineer and the Owner of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the Contractor notifies the Engineer and the Owner of a different day and hour at least 2 days in advance.
 - .2 The Contractor shall have any of its Subcontractors and Material Suppliers attend the progress meeting as determined advisable by the Contractor, or as requested by the Engineer.
- 4.3.3 The Contractor shall prepare a written report of each progress meeting and distribute the report to the Engineer and the Owner. The Contractor shall not delegate the duty to prepare a written report of any progress meeting.

- .1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the Contractor and the Engineer in writing explaining the objection within 5 days.
- .2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

4.4 Project Coordination Meetings

4.4.1 The Contractor shall schedule and conduct a weekly coordination meeting for the Contractor and appropriate Subcontractors and Material Suppliers ("Coordination Participants").

- .1 The purpose of the coordination meeting is to discuss the sequence of construction and its relationship with the approved Construction Progress Schedule; to establish the intended location of equipment, pipe, duct, conduit, and other components of the Project; and to coordinate the appropriate shared use of available construction space; especially interstitial spaces, chases and mechanical rooms; and construction storage space.
- .2 Each Coordination Participant shall be knowledgeable about the Project and the scope of its work. One individual from each Coordination Participant shall have authority to make decisions regarding the coordination process and drawings.
- .3 Each Coordination Participant shall come to the coordination meetings prepared to demonstrate and furnish documentation that it has anticipated the work of other Persons, and planned its installation. Each Coordination Participant shall coordinate its installation with the work of other Persons.
- .4 Each Coordination Participant shall utilize documentation and information provided by other Coordination Participants to verify that the utility requirements, physical size, and characteristics of planned equipment are compatible with related or connected equipment, existing or planned building components, and existing or planned utilities.
- .5 The Coordination Participants shall utilize the documentation and information provided by each of them in determining the actual placement and positioning of equipment and devices to avoid interference with the work of other Persons, building finishes, and architectural details.
- .6 The Coordination Participants shall utilize the documentation and information provided by each of them to coordinate space requirements and installation considerations to maximize accessibility to equipment and devices for purposes of maintenance, repairs, and replacement.
- .7 The Contractor shall prepare a written report of each coordination meeting and distribute the report within 3 business days of the meeting to the Engineer, the Owner, and Coordination Participants. The Contractor shall not delegate the duty to prepare a written report of any coordination meeting.

4.5 Coordination Drawings

4.5.1 The Contractor shall prepare drawings (the "Preliminary Coordination Drawings") after the Coordination Participants (1) determine the sequence of the Project, (2) complete the activities described under subparagraph 4.4.1, (3) identify the areas requiring special attention ("Coordination Areas"), and (4) determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Preliminary Coordination Drawings at one-quarter-inch equals one-foot scale, with CAD or BIM software acceptable to the Owner. The Preliminary Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

- .1 The Contractor shall provide the Preliminary Coordination Drawings to all Coordination Participants. Each Coordination Participant shall use the Preliminary Coordination Drawings as a baseline to develop drawings of its work within each applicable Coordination Area to specifically locate equipment, devices, piping, conduits, and other work as discussed and agreed at the coordination meetings.
- .2 Each Coordination Participant with work within a Coordination Area shall return its drawings to the Contractor marked to show the location of the Coordination Participant's equipment, devices, piping, conduits, and other work for the Contractor's preparation of detailed and final coordination drawings ("Coordination Drawings").
- .3 Any Coordination Participant with no work in any Coordination Area may return the applicable Preliminary Coordination Drawings to the Contractor with a statement on the drawings signed by an authorized representative of the Coordination Participant certifying that it has no work within that Coordination Area.
- .4 After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the Engineer and Coordination Participants with work within the limits of a Coordination Area. The Coordination Participants shall report discrepancies in the drawings, in writing, to the Contractor within 7 days after receiving the drawings.
- .5 The Contractor shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in subparagraph 4.4.1. The Contractor shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

ARTICLE 5 - STATE'S RIGHTS AND RESPONSIBILITIES

5.1 The State

- 5.1.1 The State shall designate an Engineer for the Project. The Engineer is authorized to act on the State's behalf during the Project.
- 5.1.2 The State shall furnish information and services reasonably required of it in a timely manner.
- 5.1.3 The Engineer shall have access to the Work at all times, whenever the Project is in preparation or progress.
- 5.1.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.
- 5.1.5 The Owner may request a change in the Work.

5.2 State's Right to Perform Work and Back-charge Contractor

- 5.2.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Engineer may issue a written notice providing 5 days for the Contractor to begin to correct Defective Work or to recover schedule deficiencies as set forth in subparagraph 5.2.2 ("5-Day Notice") to the Contractor.
 - .1 A copy of the 5-Day Notice shall be issued to the Contractor's Performance Bond Surety.
- 5.2.2 If the Contractor fails or refuses to commence and continue to correct the Defective Work or recover the schedule deficiencies with diligence and promptness within fifteen days after receiving the 5-Day Notice, the Engineer may, without jeopardizing other remedies, take any action the Engineer deems appropriate to correct the Defective Work or to recover the schedule deficiencies, including, but not limited to, exercising its termination rights under paragraph 12.2.

- .1 If the Engineer proceeds as described under subparagraph 5.2.2, the Contractor shall pay all resulting costs and damages. Those costs and damages include, but are not limited to, the reasonable cost of correcting the Defective Work or recovering the schedule deficiencies and the related fees and charges of engineers, architects, attorneys, and other professionals. The State shall deduct the costs and damages from payments then or thereafter due the Contractor by Change Order.
- .2 If the payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the State.
- .3 If the Contractor believes that the Engineer wrongfully exercised its rights under subparagraph 5.2.2, the Contractor may request an adjustment to the Contract by giving written notice under subparagraph 7.2.3.

5.3 State's Right to Partial Occupancy

5.3.1 The State may occupy or use a portion of the Project prior to Contract Completion if:

- .1 The building authority with jurisdiction over the Project issues a temporary occupancy permit for the area in question; and
- .2 The insurers providing property insurance have been provided written notice of the Partial Occupancy.

5.3.2 Before the State commences Partial Occupancy, the Contractor shall process a Certification of Contract Completion for the designated area listing incomplete or Defective Work under the Contract for the Engineer's approval.

5.3.3 From the date of execution of the Certification of Contract Completion by the Engineer, the Contractor shall be relieved of the obligation to maintain the accepted portion of the Work, but shall remain obligated to complete and correct the Work and to carry the insurance required by the Contract Documents during performance of any such Work.

5.3.4 The State's Partial Occupancy does not constitute acceptance of any Defective Work, nor does it relieve the Contractor of liability for any express or implied warranties or responsibility for Defective Work.

ARTICLE 6 - TIME

6.1 Computing Time

6.1.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

6.1.2 Except as excluded under subparagraph 6.1.1, the Contract Time and all other time periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by subparagraph 6.1.4.

6.1.3 The standard workdays for State Projects are Monday through Friday, excluding legal holidays.

6.1.4 Legal holidays are as follows:

- .1 New Year's Day – First Day in January;
- .2 Martin Luther King Jr. Day – Third Monday in January;
- .3 Washington-Lincoln (President's) Day – Third Monday in February;

- .4 Memorial Day – Last Monday in May;
 - .5 Independence Day – Fourth day of July;
 - .6 Labor Day – First Monday in September;
 - .7 Columbus Day – Second Monday in October;
 - .8 Veteran's Day – Eleventh Day of November;
 - .9 Thanksgiving Day – Fourth Thursday of November; and
 - .10 Christmas Day – Twenty-fifth day of December.
- 6.1.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

6.2 Time of the Essence

- 6.2.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Performance Contract, the Contractor acknowledges that the Contract Time is reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Progress Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.
- .1 The Notice to Proceed establishes the date for commencement of the Work.
 - .2 The Contractor acknowledges that the State has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the Contract Time.
 - .3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.
 - .4 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Time under Article 8, unless otherwise required by O.R.C. Section 4113.62.

6.3 Critical Path

- 6.3.1 Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.
- 6.3.2 A Change Order granting a time extension may provide that the Contract Time shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of liquidated damages.

ARTICLE 7 - CONTRACT MODIFICATIONS

7.1 General

- 7.1.1 The State may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents, a change in the Work may be accomplished by a Change Order, Field Work Order, or an order for a minor change in the Work.
- .1 The Contractor shall proportionately increase the amount of the Performance Bond whenever the Contract Sum is increased.

- .2 The Contractor shall proportionately increase the amount of the Guarantee Bond whenever the guaranteed savings are increased.
 - .3 If notice of any change affecting the Contract is required by the provision of any Bond, the giving of the notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.
 - 7.1.2 The Contractor shall not proceed with any change in the Work without the Engineer's and the Owner's prior written authorization.
 - .1 Except as provided in paragraph 2.14, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum, guaranteed savings, or Contract Time for the related Work.
 - 7.1.3 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order, Field Work Order, or order for a minor change in the Work
 - 7.1.4 Paperwork Consolidation
 - .1 Related Contract modifications, with the same or similar justification (e.g., Owner Request or Field Condition), may be consolidated into the same change-related document.
 - .2 Add and deduct Contract modifications, with the same or similar justification, may be included on the same Change Order.
 - 7.1.5 Change Order Numbering
 - .1 The Engineer shall assign a number to each Contract modification, which shall uniquely identify it.
 - .2 The Engineer shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in progress.
 - .3 The number for each Change Order shall be coordinated with any associated Proposal Request or Field Work Order.
 - 7.1.6 Change Order Log
 - .1 The Contractor shall create and maintain a Change Order Log for the Project, which shall contain the following minimum information:
 - .1 Number of the modification;
 - .2 A brief description of the modification;
 - .3 Cost of the modification; and
 - .4 Dates sent to, and received from, the parties.
 - 7.1.7 A Contract modification may only adjust the guaranteed savings if such modification also provides for an associated adjustment to the Contract Sum.
- 7.2 Initiation of Change Orders
- 7.2.1 Proposal Request
 - .1 The Engineer shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum and guaranteed savings, or the Contract Time, or both, associated with a Contract modification.

- .1 In any Proposal for an adjustment of the Contract Sum and guaranteed savings, the Contractor shall specifically identify the items set forth in paragraph 7.6.
- .2 In any Proposal for an adjustment of the Contract Time, the Contractor shall specifically identify the items set forth in paragraph 7.6.6.
- .3 The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.
- .2 The Contractor shall respond with a Proposal to the Engineer within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and the Engineer.
- .3 The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and the Engineer. The time limits described under this subparagraph 7.2.1.3 apply only to Proposals submitted in response to a Proposal Request.
- .4 A Proposal may be accepted by the State only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.
- .5 If the Contractor does not timely submit a Proposal within the time required in subparagraph 7.2.1.3, the Contractor waives its right to an adjustment to the Contract Sum, guaranteed savings, or Contract Time associated with the contemplated change in the Work.

7.2.2 Field Work Order

- .1 A Field Work Order is a written order prepared and signed by the Engineer, directing a change in the Work and may, if necessary:
 - .1 State a proposed basis for adjustment, if any, in the Contract Sum and guaranteed savings, or Contract Time, or both; or
 - .2 Limit the scope of the change in the Work by a fixed adjustment of the Contract Sum and guaranteed savings.
- .2 A Field Work Order shall be used to direct a change in the Work in the absence of total agreement on the terms of a Change Order.
- .3 Upon receipt of a Field Work Order, the Contractor shall promptly proceed with the change in the Work involved.
- .4 The Contractor may sign the Field Work Order to accept the proposed basis for adjustment, if any, of the Contract Sum and guaranteed savings, or Contract Time, or both.
- .5 Within 14 days after receiving the Field Work Order, the Contractor shall respond with a Proposal meeting the requirements of subparagraph 7.2.1 to the Engineer for adjustment of the Contract Sum and guaranteed savings, or Contract Time, or both, on account of the change, unless the Field Work Order is performed on a time and materials basis under subparagraph 7.2.2.1.2. If the Field Work Order is performed on a time and materials basis, the Contractor shall submit its Proposal within 7 days after completing the Work.
 - .1 The Proposal for the adjustment of the Contract Sum and guaranteed savings, if any, shall include: (1) Written documentation as described under paragraph 7.6; and (2) A written statement from the Contractor that the proposed adjustment is the entire adjustment in the Contract Sum and guaranteed savings associated with the change.
 - .2 The Proposal for the change in the Contract Time, if any, shall include: (1) Written documentation as described under paragraph 7.6.6; and (2) A written

statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Time associated with the change.

- .6 If the Contractor does not respond to a Field Work Order as required under subparagraph 7.2.2.4, the Engineer shall determine the adjustments, if any, of the Contract Sum, guaranteed savings, and Contract Time. If the Contractor does not agree with the Engineer's determination, the Contractor shall initiate a Claim under Article 8 within 10 days of the date on which the Engineer issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.
- .7 Pending final determination of the total adjustment of the Contract Time on account of a Field Work Order, the period of time not in dispute for that change in the Work may be included in the Construction Schedule accompanied by a Change Order indicating the parties' agreement with part or all of the time adjustment.
- .8 If the Engineer and Contractor agree on the adjustments of the Contract Sum, guaranteed savings, and Contract Time associated with a Field Work Order, the Engineer shall prepare an appropriate Change Order within 7 days after receiving the Contractor's Proposal. The Engineer and Contractor shall promptly sign the Change Order.
- .9 If the Engineer and Contractor do not agree on the adjustments of the Contract Sum, guaranteed savings, and Contract Time associated with a Field Work Order within 60 days after the Field Work Order is issued, the Engineer shall determine the adjustments, if any, of the Contract Sum, guaranteed savings, and Contract Time. If the Contractor does not agree with the Engineer's determination, the Contractor shall initiate a Claim under Article 8 within 10 days of the date on which the Engineer issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.
- .10 If a change in the Work must start immediately to avoid an imminent impact to schedule of the Project, the Engineer may issue a Field Work Order authorizing the Contractor to proceed.

7.2.3 Request for Change Order

- .1 The Contractor may initiate a change in the Work by submitting written notice to the Engineer accompanied by a Proposal meeting the requirements of subparagraph 7.2.1.

7.3 Change Order Procedure

- 7.3.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner and the Contractor, stating their agreement upon all of the following:
 - .1 A change in the Work;
 - .2 The amount of the adjustment of the Contract Sum and guaranteed savings, if any; and
 - .3 The extent of the adjustment of the Contract Time, if any.
- 7.3.2 In no event shall the Contractor be entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum, guaranteed savings, or Contract Time after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in subparagraph 7.3.1 are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum, guaranteed savings, or Contract Time at a later date with respect to the associated change in the Work including without limitation on account of the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work.
- 7.3.3 The Engineer shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

- 7.3.4 If the Contractor is in agreement with the Change Order under subparagraph 7.3.1, the Contractor shall sign and return the Change Order to the Owner within 3 days of receiving it.
- 7.3.5 When the Owner receives the signed Change Order, the Owner shall sign the form accepting the Change Order, attach certification of funding, and transmit a copy of the fully executed Change Order to the Contractor; or, if the Owner does not accept the Change Order, the Owner shall reject it.
- 7.3.6 When the Change Order is signed by the Contractor and the Owner, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

7.4 Minor Changes in the Work

- 7.4.1 The Engineer may order minor changes in the Work not involving adjustment of the Contract Sum and guaranteed savings or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written order issued to the Contractor.
- 7.4.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum, guaranteed savings, or Contract Time.
- 7.4.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum, guaranteed savings, or Contract Time on account of an order for a minor change in the Work, the Contractor, within 3 business days after receiving the order, shall give the Engineer written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Field Work Order or Change Order related to it.
- 7.4.4 The Contractor waives its right to an adjustment of the Contract Sum, guaranteed savings, or Contract Time on account of an order for a minor change in the Work by:
 - .1 Starting the Work which is the subject of the order for a minor change in the Work; or
 - .2 Failing to give the notice described under paragraph 7.4.3 within 3 business days after receiving the order for a minor change in the Work.

7.5 Differing Site Conditions

- 7.5.1 "Differing Site Conditions" are either (1) subsurface or otherwise concealed physical conditions encountered at the Site that differ materially from the conditions indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature encountered at the Site that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
- 7.5.2 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the Engineer.
 - .1 The Contractor's failure to give notice of the Differing Site Condition as required under this subparagraph 7.5.2 shall constitute an irrevocable waiver of any associated Claim.
- 7.5.3 Promptly after receiving notice from the Contractor under subparagraph 7.5.2, the Engineer shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The Engineer shall give written notice of its determination to the Contractor within 10 days after completing the investigation.
 - .1 If the Engineer determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor shall initiate a Claim under Article 8 within 10 days of the date on which the Engineer issues its determination.

- .2 If the Engineer determines that the Contractor has encountered a Differing Site Condition, the Engineer shall process an appropriate Change Order.

7.6 Change Order Cost or Credit Determination and Associated Adjustment to the Guaranteed Savings

- 7.6.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.
 - .1 Proposals shall include the information required by subparagraph 7.6.4.
 - .2 The percentages allowed for overhead and profit include all Contractor Project costs relating to field or home office operations. Additional costs for overhead or profit shall not be allowed.
 - .3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.
- 7.6.2 The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.
- 7.6.3 The Engineer may require notarized invoices for material costs and may audit the records of the Contractor and the Contractor's Subcontractors and Material Suppliers.
- 7.6.4 For each change in the Work, the Contractor shall furnish a detailed itemized Proposal. Any Subcontractor or Material Supplier pricing shall also be itemized on the Proposal.
- 7.6.5 The following criteria establish the exclusive and maximum amount that the Owner shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work ("Pricing Criteria"). These Pricing Criteria also govern the value of deduct Change Orders and the Contractor's entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed below:
 - .1 LABOR - All field labor shall be priced at the current base rate, excluding fringe benefits, not less than the prevailing wage in the Project locality. The Proposal and documentation shall include the number of hours and rate of pay for each classification of worker. If the Contractor performs time and materials or cost-plus basis Work, the Contractor shall submit certified payroll records for all employees performing that Work.
 - .2 FRINGES - All established payroll taxes, assessments, and fringe benefits on the labor in subparagraph 7.6.5.1. This may include, but is not limited to, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Workers' Compensation and Apprentice Fund. Each of the fringes shall be a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification.
 - .3 EQUIPMENT RENTALS - All charges for certain non-owned heavy or specialized equipment at up to 100 percent of the documented rental cost. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays shall not be allowed. Contractor shall submit copies of actual paid invoices to substantiate rental costs.
 - .4 OWNED EQUIPMENT - All charges for certain Contractor-owned heavy or specialized equipment at up to 100 percent of the cost listed by the current edition of the Associated Equipment Dealers *Green Book* rental rates and specifications for construction equipment. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

- .5 TRUCKING - A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck shall not be allowed.
- .6 OVERHEAD - Overhead on items in paragraphs 7.6.5.1, 7.6.5.2, 7.6.5.3, 7.6.5.4, and 7.6.5.5: up to 15 percent, which includes costs required to schedule the Work and coordinate with other contractors.
 - .1 Overhead includes, but is not limited to, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering*), all other home office expense, legal services, travel, and parking expenses.
 - .2 *An exception is allowed for shop or engineering labor on items in paragraph 7.6.5.6.1, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off-site. Recovery for these matters shall be allowed under items in paragraphs 7.6.5.1 and 7.6.5.2 of these Pricing Criteria.
 - .3 The overhead mark-up described under this subparagraph 7.6.5.6 includes the sum of the costs of the Contractor, its Subcontractors, and Sub-subcontractors.
 - .4 If the Contract Sum is adjusted on account of an adjustment of Contract Time only (i.e., the adjustment of Contract Sum does not include any of the items described under subparagraphs 7.6.5.1 through 7.6.5.5 or subparagraph 7.6.5.7), the adjustment shall be based upon actual "general conditions" costs incurred or a reasonable estimate of the "general conditions" costs actually avoided. In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to the sum of the "general conditions" line items in the Contractor's first approved Schedule of Values divided by the total number of days of original Contract Time.
- .7 MATERIALS:
 - .1 All materials purchased by the Contractor and incorporated into the changed Work, showing costs and quantities. Reimbursement of material costs shall only be allowed in the amount of the Contractor's actual cost, including any and all discounts, rebates or related credits.
 - .2 Up to 33 percent of the cost of reusable materials for each use (e.g., concrete form lumber, shoring, or temporary enclosures).
- .8 PROFIT - Profit on items in subparagraphs 7.6.5.1, 7.6.5.2, 7.6.5.3, 7.6.5.4, 7.6.5.5, 7.6.5.6, and 7.6.5.6.3: Up to 10 percent.
- .9 SUBCONTRACTOR - The reasonable cost of labor and materials provided by a Subcontractor whose pricing is included and which complies with these Pricing Criteria.
- .10 CONTRACTOR MARK-UP ON SUBCONTRACTOR - Mark-up on item in subparagraph 7.6.5.9: Up to 5 percent.
- .11 MISCELLANEOUS - The following items are allowable at the cost of the Work, with no overhead or profit.
 - .1 The cost of extending the Performance Bond and the Guarantee Bond, and the cost of extending liability, property damage, or specialty coverage insurance.
 - .2 Fees for permits, licenses, inspections, tests, etc.
 - .3 When requested by the Contractor and approved in writing by the Owner due to special circumstances, reimbursement shall be paid for overnight lodging, travel,

and food in an amount not to exceed the State travel guidelines established by the Office of Budget and Management.

.12 State sales tax shall be allowed on items as defined by subparagraph 1.4.4.

7.6.6 If an adjustment to the guaranteed savings is associated with a request for adjustment to the Contract Sum, the Contractor shall substantiate such adjustment of the guaranteed savings with:

.1 A detailed written analysis of the affect on the guaranteed savings resulting from the requested adjustment to the Contract Sum.

.2 Revised calculations demonstrating the requested adjustment to the guaranteed savings.

7.7 Time Extension

7.7.1 Every adjustment of the Contract Time associated with any change in the Work shall be determined as provided in this paragraph 7.6.6, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This paragraph 7.6.6 also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the Claims and dispute resolution processes on account of changes in the Work.

7.7.2 The Contractor shall substantiate all changes in the Contract Time with:

.1 A written description of the nature of the interference, disruption, hindrance or delay;

.2 Identification of Persons and events responsible for the interference, disruption, hindrance or delay;

.3 Date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;

.4 Activities on the Construction Progress Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

.5 Anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;

.6 Specific number of days of extension requested and specific number of days for remobilization requested;

.7 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay;

.8 A detailed written proposal as described under subparagraph 7.6 for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.7.3 A Change Order may authorize extension of the Contract Time for specific elements, while maintaining Milestone dates for unaffected elements. Such a Change Order may also authorize an appropriate adjustment to liquidated damages.

7.8 Examination and Audit of Contractor's Records

7.8.1 The State may examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the RFP Proposal, pricing, or performance of the Work for the purpose of evaluating any Proposal or Claim.

7.8.2 The above referenced materials shall be made available at the office of the Contractor, Subcontractor, or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of 6 years after the date of Final Acceptance of the Project.

- 7.8.3 To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the State in writing that any documents provided to the State are trade secrets, the State shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor, Subcontractor or Material Supplier, as applicable.
- .1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor, Subcontractor, or Material Supplier as applicable, shall indemnify the State against all costs, expenses, and damages, including, but not limited to, attorney fees, incurred or paid by reason of that dispute.
- 7.8.4 The right of inspection, audit and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.
- 7.8.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the State for a period of 3 years from the date of any applicable final settlement or payment, as applicable.
- 7.8.6 Records that relate to disputes, litigation, or settlement of claims arising out of the performance of the Work shall be made available until the dispute, litigation or claims have been finally decided or settled.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

- 8.1.1 Except as provided under paragraph 2.14, the Contractor shall initiate every Claim by giving written notice of the Claim to the Engineer within 10 days after occurrence of the event giving rise to the Claim.
- .1 The 10 day time limit on a Claim arising from a determination of the Engineer concerning a Field Work Order begins to run on the date on which the Engineer issues its determination under subparagraph 7.2.2.6 or subparagraph 7.2.2.9 (as applicable).
- .2 The 10 day time limit on a Claim arising from the Engineer's response to an RFI begins to run on the date on which the Engineer issues the Engineer's response to the RFI.
- .3 The 10 day time limit on a Claim arising from the Engineer's determination concerning a Differing Site Condition begins to run on the date on which the Engineer issues the Engineer's determination under paragraph 7.5.
- 8.1.2 The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:
- .1 Nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with paragraph 7.6 and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor.
- .2 Identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, delay;
- .3 Identification of activities on the Construction Progress Schedule which will be affected by the impact or new activities which may be created and the relationship with existing activities;
- .4 Anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

- .5 Recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.
- 8.1.3 The Contractor's failure to initiate a Claim as and when required under this paragraph 8.1 shall constitute the Contractor's irrevocable waiver of the Claim.
- 8.1.4 The Engineer shall respond to the written notice of the Claim within a reasonable time of receipt, but not to exceed 10 days.
- 8.2 Certification of the Claim
 - 8.2.1 The Contractor shall certify each Claim within 30 days after initiating the Claim under paragraph 8.1 or before Contract Completion, whichever is earlier, by providing the notarized certification specified in subparagraph 8.2.1.1, signed and dated by the Contractor's authorized representative:
 - .1 "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the State is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."
 - 8.2.2 The Contractor's failure to comply with the requirements of this paragraph 8.2 shall constitute an irrevocable waiver of any related Claim.
- 8.3 Substantiation of Claims
 - 8.3.1 Within 30 days after the initiation of a Claim, the Contractor shall submit to the Engineer in writing 2 copies of all information and statements required to substantiate a Claim as provided in this Article 8 and all other information which the Contractor believes substantiates the Claim.
 - 8.3.2 The date the Contractor files its substantiated and certified Claim with the Engineer shall begin the statutory 120 day period within which the dispute must be resolved.
 - 8.3.3 The Contractor shall substantiate all of its Claims by providing the following minimum information:
 - .1 A narrative of the circumstances, which gave rise to the Claim, including, without limitation, the start date of the event or events and the actual, or anticipated, finish date;
 - .2 Detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim;
 - .3 Copies of the Contractor's daily log (subparagraph 4.1.11) for each day of impact;
 - .4 Copies of relevant correspondence and other information regarding or supporting Contractor entitlement;
 - .5 Copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included;
 - .6 The notarized certification described under subparagraph 8.2.1.1;
 - 8.3.4 The Contractor shall submit a fully executed Contractor Claim Submission Checklist, signifying compliance with all of the requirements listed in subparagraph 8.3.3 with each copy of the Claim.
 - 8.3.5 The Contractor's failure to comply with the requirements of this paragraph 8.3 shall constitute an irrevocable waiver of any related Claim.

- 8.4 Substantiation of Claims for Increase of the Contract Sum and Associated Adjustment to the Guaranteed Savings
- 8.4.1 The Contractor shall substantiate each Claim for an increase of the Contract Sum and associated adjustment to the guaranteed savings with:
- .1 Written documentation as described under paragraph 7.6 of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;
 - .2 A written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim;
 - .3 A written statement from the Contractor that the requested adjustment to the guaranteed savings is the entire adjustment to the guaranteed savings associated with the Claim; and
 - .4 The general substantiation documentation described under paragraph 8.3.
- 8.4.2 The Contractor's failure to comply with the requirements of this paragraph 8.4 shall constitute an irrevocable waiver of any related Claim.
- 8.5 Substantiation of Claims for Extension of the Contract Time
- 8.5.1 The Contractor shall substantiate each Claim for an extension of the Contract Time with:
- .1 Written documentation as described under paragraph 7.6.6 of the actual delay to the critical path of the Construction Schedule due to the event giving rise to the Claim;
 - .2 A detailed written Proposal as described under paragraph 7.6 for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with subparagraph 8.4.1.2;
 - .3 A written statement from the Contractor that the extension requested is the entire extension of the Contract Time associated with the Claim; and
 - .4 The general substantiating documentation described under paragraph 8.3.
- 8.5.2 In addition to the requirements of subparagraph 8.5.1, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 10 years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.
- 8.5.3 The Contractor's failure to comply with the requirements of this paragraph 8.5 shall constitute an irrevocable waiver of any related Claim.
- 8.6 Delay and Delay Damage Limitations; Derivative Claims
- 8.6.1 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the guaranteed savings, or an extension of the Contract Time:
- .1 On account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;
 - .2 To the extent that a delay occurs concurrently with a delay attributable to the Contractor; or
 - .3 On account of the delay of any Work not on the critical path.

- 8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the guaranteed savings, or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless the delay is caused by (1) the Owner or a Person for whom the Owner is legally responsible and (2) the delay was not authorized or permitted under the Contract.
- 8.6.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, adjustment to the guaranteed savings, or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or acts or neglects of the Contractor or a Person for whom the Contractor is legally responsible.
- 8.6.4 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor is solely responsible for prosecuting against a Separate Contractor any claim, suit, or appeal necessary to recover from the Separate Contractor damages the Contractor suffers on account of the acts or neglects of the Separate Contractor or a Person for whom the Separate Contractor is legally responsible.
- 8.6.5 If the Contractor makes a Claim seeking other than an extension of the Contract Time from the Owner on account of the acts or neglects of a Separate Contractor or a Person for whom a Separate Contractor is legally responsible, the Owner may pursue the Claim against the Separate Contractor in the joint interest of the Owner and the Contractor. The Owner is not obligated to prosecute any such claim, suit, or appeal.

8.7 Liquidated Damages

- 8.7.1 If the Contractor fails to achieve one or more of the Completion Milestones set forth in the Contract Documents, the Contractor shall pay to or credit the Owner the associated liquidated damages per-diem sum(s) set forth in the Contract Documents for each day that the Contractor fails to achieve one or more of the Completion Milestones.
- 8.7.2 Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the liquidated damages per-diem sum(s) or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Completion Milestones.
- .1 If the Contractor fails to achieve two or more Completion Milestones, the Owner shall be entitled to recover the sum of the associated per diem rates.
- 8.7.3 Nothing contained in this paragraph 8.7 shall preclude the Owner's recovery from the Contractor of actual damages.
- 8.7.4 In addition to other rights that the Owner may have relative to the liquidated damages, the Owner may deduct the liquidated damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Initial Claim Review

- 8.8.1 Promptly after receiving the Contractor's substantiated and certified Claim, the Engineer shall convene a meeting with the Contractor and the Owner to review and discuss the Claim.
- 8.8.2 The Engineer shall review the Contractor Claim Submission Check List with all in attendance and discuss any questions regarding the nature or content of the required items.

8.9 Claim Decision

- 8.9.1 The Engineer shall examine the Contractor's Claim.
- 8.9.2 The Engineer shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor and the Owner within 45 days after receiving the Contractor's substantiated and certified Claim.
- 8.9.3 The Engineer may utilize the Contractor's Escrowed RFP Proposal Information in evaluating any Claim of the Contractor for a change in compensation or for mitigation of liquidated damages, or refer evaluation of the Claim to a consultant.
- 8.9.4 If the Contractor and the Owner agree with the Engineer's decision, the decision shall be incorporated into a Change Order.
- 8.9.5 Any Claim remaining unresolved after completion of the process described under this paragraph 8.9 shall be subject to claim decision review as described under paragraph 8.10.

8.10 Claim Decision Review

- 8.10.1 The Contractor may request review of the Engineer's decision by written notice delivered to the State Architect by certified mail within 14 days of the Engineer's decision.
- 8.10.2 The State Architect shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review.
- 8.10.3 The State Architect may employ independent resources to assist in the meeting and review.
- 8.10.4 The State Architect shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor within 14 days after the meeting.
- 8.10.5 The decision of the State Architect is the final administrative decision as described under O.R.C. Section 153.12(B).
- 8.10.6 If the Contractor agreed with the State Architect's decision, the decision shall be incorporated into a Change Order.
- 8.10.7 Any Claim remaining unresolved after completion of the process described under this paragraph 8.10 shall be subject to litigation, which may be preceded by Alternative Dispute Resolution as described under paragraph 8.11.

8.11 Alternative Dispute Resolution

- 8.11.1 The intent of the Alternative Dispute Resolution ("ADR") process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.
- 8.11.2 The acceptable ADR methods shall include non-binding negotiation or mediation, but shall not include binding arbitration; alter any of the requirements for Claim initiation, certification, and substantiation; or alter the administrative process described under this Article 8.
- 8.11.3 The following forms of non-binding ADR may be considered:
 - .1 Negotiation: If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum and guaranteed savings, Contract Time, or both.
 - .2 Mediation: If mediation is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the Contractor and the Owner.

8.12 Audit of the Claim

- 8.12.1 All Claims shall be subject to audit at any time following the filing of the Claim, whether or not the Claim is part of a lawsuit.
- 8.12.2 The audit may be performed by employees of the Owner or by a consultant engaged by the Owner.
- 8.12.3 The audit may begin upon 10 days notice to the affected Contractor, Subcontractor, or Material Supplier.
- 8.12.4 The Contractor shall cooperate with an audit request.
- 8.12.5 Failure of the Contractor, Subcontractor, or Material Supplier to produce sufficient records to allow the Owner to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or the portion of the Claim that could not be completely audited.
- 8.12.6 The Contractor shall make available to the Owner all Contractor, Subcontractor, and Material Supplier documents related to the Claim including, without limitation, the following documents:
 - .1 Daily time sheets and superintendent's daily reports;
 - .2 Union agreements, if any, and employer agreements;
 - .3 Insurance, welfare, fringes, and benefits records;
 - .4 Payroll register;
 - .5 Earnings records;
 - .6 Payroll tax returns;
 - .7 Material invoices, purchase orders, Subcontractor contracts, and all material and supply acquisition contracts;
 - .8 Material cost distribution worksheets;
 - .9 Equipment records (list of Contractor equipment, rates, etc.);
 - .10 Vendor rental agreements and Subcontractor invoices;
 - .11 Subcontractor payment certificates;
 - .12 Canceled checks (payroll and vendors);
 - .13 Job cost report;
 - .14 Job payroll ledger;
 - .15 General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
 - .16 Cash disbursements journal;
 - .17 Financial statements for all years reflecting operations on the Project;
 - .18 Income tax returns for all years reflecting operations on the Project;
 - .19 Depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;
 - .20 If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;
 - .21 All documents which reflect the Contractor's actual profit and overhead during the years the Project was being performed;

- .22 All documents related to the preparation of the Contractor's RFP Proposal, including the final calculations on which the RFP Proposal was based, unless the documents are placed in escrow under provisions of the RFP;
- .23 All documents which relate to the Claim together with all documents which support the amount of damages as to the Claim;
- .24 Worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents which establish the time periods, individuals involved, the hours and rate of pay for the individuals; and
- .25 All other documents required by the Owner to reasonably review the Claim.

8.13 False Certification of the Claim

- 8.13.1 If the Contractor falsely certifies all, or any part, of a Claim, the portion of the Claim falsely certified shall be denied, and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by law.

8.14 Performance and Payment

- 8.14.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the Owner in writing.
- 8.14.2 The Owner shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and the Owner in writing.

ARTICLE 9 - CONTRACTOR PAYMENT

9.1 Installment Payment Schedule

- 9.1.1 Within 10 days of receipt of the Notice to Proceed, the Contractor shall submit to the Engineer an Installment Payment Schedule on a form approved by the Engineer, with separate amounts shown for labor and materials for each installment payment.
- 9.1.2 The grand total shown on the Installment Payment Schedule shall equal the total Contract Sum. The Owner may use the approved Installment Payment Schedule to determine the cost or credit to the Owner resulting from any change in the Work.
 - .1 The first items shall be actual costs of Performance Bond, Guarantee Bond, insurance, permits, and tests required for the Project.
 - .2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for overhead or profit. Overhead and profit shall be included in the totals for labor and materials.
 - .3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.
 - .4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.
 - .5 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

- .6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.
- .7 Mechanical and Electrical contractors shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.
- .8 Line items shall be included for Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.
- 9.1.3 The Owner may return the Installment payment Schedule to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work.
- 9.1.4 No payment shall be made without an approved Installment Payment Schedule .

9.2 Contractor Payment Request

- 9.2.1 The Contractor may submit a Contractor Payment Request for Work performed based upon the Installment Payment Schedule to the Engineer each month or upon another interval approved by the Engineer. When the rate of Work and amount involved are sufficient that it is considered appropriate by the Engineer, the Contractor may submit Contractor Payment Requests twice a month.
 - .1 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the Owner may request in connection with each payment to the Contractor.
 - .2 The Owner may require proof of the renewal of required insurance as a condition precedent to payment.
 - .3 The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request, see Attachment 12 – "Wage Rate Requirements"
 - .4 The Contractor may list on the Contractor Payment Request any Change Orders approved and performed prior to submission of the Contractor Payment Request.
 - .5 The Contractor shall submit its application for payment using the Contractor Payment Request form or forms current at the time of each application and as provided by the Owner in the manner prescribed by the Owner.
 - .6 The Contractor shall submit an electronic copy of the Contractor Payment Request to the Owner with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Owner.
- 9.2.2 Payments shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.
- 9.2.3 Subject to paragraph 9.3, the Owner shall pay an approved Contractor Payment Request within 30 days from the date the Owner accepts the Contractor Payment Request.
 - .1 Payments due and not paid to the Contractor, through no fault of the Contractor, within the 30 day period shall, from the date payment is due, bear simple interest at the applicable statutory rate.

9.3 Payments Withheld

- 9.3.1 The Owner may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Owner's sole opinion to protect the Owner from loss because of:

- .1 Defective Work not remedied;
 - .2 Damage caused by the Contractor;
 - .3 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .4 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;
 - .5 Failure to comply with Applicable Law including, but not limited to, the requirements of O.R.C. Chapter 4115;
 - .6 Failure to carry out the Work in accordance with the Contract Documents; or
 - .7 That which is permitted under other provisions of the Contract Documents.
- 9.3.2 If the Contractor remedies the basis for withholding payment under subparagraph 9.3.1 to the Owner's satisfaction, the Owner shall pay the amounts withheld.
- 9.4 Final Contractor Payment Request
- 9.4.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.
- .1 The Contractor shall execute a Payment Release Affidavit to certify that the Contractor has complied with all requirements of O.R.C. Chapter 4115, and to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project.
- 9.4.2 The Owner shall pay the final Contractor Payment Request within 30 days from the date the Owner accepts the final Contractor Payment Request.
- .1 Payments due and not paid to the Contractor within the 30 day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.
- 9.4.3 The making of final payment by the Owner constitutes a waiver of all claims by the Owner except those relating to unsettled claims against the Contractor and those arising after Contract Completion including, but not limited to, the following:
- .1 Defective Work;
 - .2 Outstanding Claim Affidavits; or
 - .3 The Contractor's failure to comply with any Warranties or Guarantees required by the Contract Documents.
- 9.4.4 The acceptance of final payment by the Contractor, a Subcontractor, or a Material Supplier constitutes the payee's waiver of all claims against the State except those previously made in writing under Article 8 and identified by that payee as unsettled at the time of the final Contractor Payment Request.

ARTICLE 10 - CONTRACT COMPLETION

10.1 Final Cleaning

- 10.1.1 Before requesting the Engineer's Punch List review, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Contract Completion, the premises are ready for occupancy by the Owner.

10.1.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Contract Completion, the premises are ready for occupancy by the Owner.

10.1.3 Final cleaning shall be done to the Engineer's and the Owner's reasonable satisfaction.

10.2 Contractor's Punch List

10.2.1 When the Contractor considers the Work, or a designated portion thereof, nearly complete the Contractor shall inspect the Work and prepare a list of defective, incomplete, or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

- .1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing said Punch List.
- .2 The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- .3 The Contractor shall submit the signed Contractor's Punch List to the Owner, together with a request for the Owner's Review of the Work.

10.3 Engineer's Review of the Work

10.3.1 Within 3 business days of receipt of the request for the Engineer's Review of the Work, the Engineer shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

- .1 Within 7 days of its acceptance of the Contractor's request, the Engineer shall conduct the Engineer's Review to determine whether the Work, or the designated portion, is in conformity with the Contract Documents. The Engineer shall notify the Contractor of the scheduled time of the Engineer's Review.
- .2 Within 3 business days after the Engineer's Review, the Engineer shall provide to the Contractor a list of defective, incomplete, or unacceptable Work ("Engineer's Punch List").
- .3 The Engineer's failure to include an item on the Engineer's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.

10.4 Completion of Punch List Items

10.4.1 Within 30 days after receipt of the notice required by subparagraph 10.3.1.2 and before the date of Final Contract Completion, the Contractor shall complete all items on the Engineer's Punch List. After completing all items on the Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the Engineer.

- .1 If completion of the Work on the Engineer's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Engineer the reasons the items cannot be completed, and the Contractor may propose, for the Engineer's approval, a time when the Contractor shall complete those items.
- .2 Within 3 business days of receipt of the Contractor's notice that all Punch List items have been completed, the Engineer shall complete a Final Inspection of the Work for compliance with the Contract Documents.
- .3 If multiple inspections of items on the Engineer's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any

additional costs incurred by the Engineer resulting from any attendant delay. The Owner may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

10.5 Project Record Document Submittals

10.5.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and or final payment, shall provide all Project Record Documents to the Engineer for approval, including, but not limited to:

- .1 Certificate of Occupancy;
- .2 Inspection Certificates for Pressure Piping, Elevator, Boiler, Electrical, Plumbing or Piping Purification, etc.;
- .3 Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4 Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;
- .5 Neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6 Detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7 Assignment to the Owner of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;
- .8 An affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project;
- .9 Final certified payroll reports; and
- .10 An affidavit to certify that the Contractor has complied with all requirements of O.R.C. Chapter 4115.

10.6 As-Built and Record Documents

10.6.1 Upon Final Completion of the Work, the Contractor shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the Engineer.

- .1 By submitting the As-Built Documents to the Engineer, the Contractor certifies that the As-Built Documents are complete, correct, and accurate.

10.6.2 The Contractor shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The Contractor shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date of the Contractor's incorporation of the As-Built Documents.

10.6.3 The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

10.7 Demonstration and Training, Operating Appurtenances

10.7.1 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and final payment, shall perform demonstration and training of the Owner's maintenance personnel as specified in the Contract Documents.

10.7.2 The Contractor, as a condition precedent to execution of the Certification of Contract Completion, release of retained funds, and final payment, shall organize and submit operating appurtenances and loose items related to the operation and maintenance of the completed Project including, but not limited to:

- .1 Keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer;
- .2 Operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and
- .3 Extra materials (e.g., attic stock).

10.8 Certification of Contract Completion

10.8.1 Partial Completion

- .1 When items of Work cannot be completed until a subsequent date, the Engineer may defer these items and release payment to the Contractor, as determined in the Engineer's sole discretion. The Engineer shall list deferred items on a Partial Certification of Contract Completion with the dates the items are to be completed.
- .2 The date that the Engineer executes the Partial Certification of Contract Completion is the date that the warranty period commences for that portion of the accepted Work, and retained funds may be released for that portion of the Work.

10.8.2 Final Completion

- .1 When all items on the Engineer's Punch List have been completed to the Engineer's satisfaction, all requirements of the Contract Documents have been completed, and the provisions of paragraphs 10.1 through 10.7 have been fulfilled, the Engineer shall prepare and execute a Final Certification of Contract Completion.
- .2 The date that the Engineer executes the Final Certification of Contract Completion is the date that the construction of the Work of the Contract is accepted ("Final Acceptance"). If a Partial Certificate of Contract Completion was not executed for the Contract, the date that the Engineer executes the Final Contract Completion Certificate is the date that the warranty period commences, and retained funds may be released.

10.9 Contractor Performance Evaluation

10.9.1 The Engineer shall evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or both. The State shall retain the evaluation(s).

- .1 The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to the Engineer within 30 days of receiving the evaluation(s).
- .2 The State may use the evaluation(s) in determining the responsibility of the Contractor for award of future Contracts.

10.10 Reconciliation

- 10.10.1 The Contractor shall submit an energy savings summary to the Engineer on an annual basis, beginning one year from the issuance of the Certification of Contract Completion, and continuing until the end of the Service Agreement.
- .1 The summary shall include load adjustments due to weather, occupancy, or major equipment changes, if applicable.
 - .2 The Owner shall operate and maintain the installed equipment according to procedures described in the Contract Documents and according to manufacturer recommendations, through either its own personnel or the Service Agreement.
 - .3 The Contractor, the Engineer, and the Owner shall follow the reconciliation guidelines in the Service Agreement.
- 10.10.2 If the actual energy savings in any year of the Contract are less than the guaranteed savings for that year, the Contractor shall pay or credit the Owner the difference, as follows, in the Engineer's sole discretion:
- .1 Within 30 days of a written request by the Engineer, the Contractor shall submit payment to the Owner for the amount of the difference; or
 - .2 The Owner shall carry the negative balance forward to be included in the following year's reconciliation.
- 10.10.3 If the actual energy savings in any year of the Contract exceed the guaranteed savings for that year, the Engineer shall, in its sole discretion:
- .1 Carry the positive balance forward and add it to the savings generated during any future years; or
 - .2 If the prior year produced energy savings less than the guaranteed savings for that year and the Contractor submitted payment to the Owner for the amount of the difference, submit payment to the Contractor as recovery of such amount.
- 10.10.4 Any disputes between the Owner and the Contractor regarding reconciliation and reimbursement for savings shortfalls shall be resolved under Article 8.

10.11 Guarantee Bond

- 10.11.1 As a condition precedent to contract execution, the Contractor must file a Guarantee Bond payable to the Owner. The Guarantee Bond shall serve as assurance that the energy savings generated as a result of the Work will meet or exceed the guaranteed energy savings in the Proposal and used as the basis of award.
- .1 The Guarantee Bond shall be in the full amount of the guaranteed savings over the term of the Contract and Service Agreement.
 - .2 The Guarantee Bond must be signed by an authorized agent, with Power of Attorney, from a Surety authorized by the Department of Insurance to transact business in Ohio.
- 10.11.2 If the Contractor cannot reimburse the Owner for savings shortfalls, because of bankruptcy or for any other reason, the Owner shall collect on the Contractor's Guarantee Bond.

ARTICLE 11 - INSURANCE

11.1 Contractor's Liability Insurance

- 11.1.1 The Contractor shall purchase and maintain liability and other insurance as will protect the Contractor from claims set forth below, which may arise out of, or result from, the Contractor's

performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any Person for whom the Contractor is responsible.

- .1 Claims under workers' compensation, occupational sickness or disease, disability benefit, and other similar employee benefit acts;
- .2 Claims for damages because of bodily injury, disease, illness, death, or personal injury, and other claims usually covered by bodily injury liability insurance;
- .3 Claims for damages because of injury to, or destruction of, property and other claims usually covered by property damage liability insurance.

11.1.2 The Contractor shall purchase and maintain a Commercial General Liability policy and Business Automobile Liability policy to provide insurance and limits as indicated below. An Umbrella or Excess Liability policy may be used to reach the required limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate (minimum – see below)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit (minimum – see below)
\$1,000,000	Personal and Advertising Injury Limit
\$100,000	Fire Legal Liability Limit
\$10,000	Medical Payments

Policy Limits – Business Automobile

\$500,000	Combined Single Limit
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- .1 Contracts in the amount of \$100,000 or less require coverage in the amount of not less than \$2 million general aggregate and \$1 million per occurrence.
- .2 Contracts in excess of \$100,000, but not more than \$5 million, require coverage in the amount of not less than \$3 million general aggregate and \$3 million per occurrence.
- .3 Contracts exceeding the amount of \$5 million require coverage in an amount to be determined by the Owner and identified in the Supplementary Conditions, but in no case less than \$5 million general aggregate and \$5 million per occurrence.
 - .1 Policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

11.1.3 For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of subparagraph 11.1.2.

11.2 Builder's Risk Insurance

11.2.1 The Contractor shall provide and maintain, during the progress of the Work and until the execution of the final Certification of Contract Completion by the Engineer, a Builder's Risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form, which provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

- .1 Coverage shall include a provision to pay the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property.

This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

- .2 Coverage shall include "soft cost endorsement" including, but not limited to, reasonable Contractor extension or acceleration costs.
- .3 Coverage shall include material in transit or stored off-site and identified for the Project.
- .4 Coverage shall waive all rights between the Owner and the Contractor for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.
- .5 Coverage shall include appropriate sub-limits for installation coverage.
- .6 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.
- .7 Coverage shall include temporary structures and scaffolding, along with collapse coverage.
- .8 Coverage shall be primary to all other applicable insurance.
- .9 The Builder's Risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to execution of the final Certification of Contract Completion by the Engineer and coverage shall remain in effect until all punch list items are completed.

11.2.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy. The policy must comply with the provisions of subparagraph 11.2.1.

11.3 Insurance Policy Requirements

- 11.3.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the Owner as an additional insured or loss payee, as applicable; provided, however, this designation shall not cause any claim between the Contractor and the Owner to be waived, except as set forth in paragraph 11.4. Each policy and respective Certificate of Insurance shall expressly provide that no less than 30 days prior written notice be given to the Owner in the event of cancellation, non-renewal, expiration, or material alteration of the coverage contained in the policy or evidenced by the Certificate of Insurance.
- 11.3.2 The Contractor shall furnish the Owner, when requested, a certified copy of any insurance or additional insured or loss payee endorsement required to be purchased or maintained by the Contract Documents. In no event shall failure of the Owner to demand a certified copy of any required insurance or endorsement be construed as a waiver of the obligation of the Contractor to obtain required insurance.
- 11.3.3 The Contractor shall maintain insurance in the required amounts, without interruption, from the date of execution of the Contract until the date of approval of the Certification of Contract Completion by the Engineer. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.
- 11.3.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.
- 11.3.5 The prompt repair or reconstruction of the Work resulting from an insured loss or damage is the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

11.4 Waivers of Subrogation

- 11.4.1 The Owner and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article 11 or other insurance applicable to the Work.

ARTICLE 12 - CONTRACT SUSPENSION AND TERMINATION

12.1 Suspension of the Work

- 12.1.1 The State, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period of time as the State may determine for any of the following reasons: (1) Defective Work; (2) the Contractor is causing undue risk of damage to any part of the Project or adjacent area; (3) the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or (4) any other cause the State reasonably believes justifies a suspension.

- .1 The State's exercise of its right to suspend the Work under this subparagraph 12.1.1 shall not entitle the Contractor to any adjustment of the Contract Sum, guaranteed savings, or Contract Time.
- .2 The State's failure to suspend the Work shall not relieve the Contractor of the Contractor's responsibility to perform the Work safely and in accordance with the Contract Documents.

- 12.1.2 Upon receipt of notice of suspension under this paragraph 12.1, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Engineer, within 5 days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Engineer may require.

- 12.1.3 In the event of suspension under this paragraph 12.1, the Contractor may be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed before the suspension, which shall be payable based upon the Schedule of Values.

- 12.1.4 The State's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the State's exercise or failure to exercise the right shall not prejudice any of the State's other rights.

12.2 Termination for Cause

- 12.2.1 The State may terminate all or a portion of the Contract if the Contractor:

- .1 Fails to prosecute the Work with the necessary force or in a timely manner;
- .2 Refuses to remedy Defective Work;
- .3 Fails to supply enough properly skilled workers or proper materials;
- .4 Fails to properly make payment to Subcontractors or Material Suppliers; or
- .5 Disregards laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

- 12.2.2 If the State exercises its termination rights under this paragraph 12.2, the Engineer shall issue a 5-Day Notice in accordance with paragraph 5.2, notifying the Contractor and the Contractor's

Performance Bond Surety of the failure or refusal. The Contractor shall begin to cure the failure or refusal within 5 days of receipt of the notice.

- 12.2.3 If the Contractor fails to cure the failure or refusal within 15 days of receipt of the 5-Day Notice, the State may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.
- 12.2.4 If the Contract is terminated, the Contractor's Performance Bond Surety may perform the Contract. If the Contractor's Performance Bond Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the State may complete the Work by means the State determines appropriate. The State may take possession of and use all materials, facilities, and equipment at the Site or stored off-site for which the State has paid.
- 12.2.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the State and not expressly waived, the Contractor or Performance Bond Surety shall immediately pay the amount of the insufficiency to the State. This obligation for payment shall survive termination of the Contract.
- 12.2.6 If the Contractor's Performance Bond Surety performs the Work, the provisions of the Contract Documents govern the Performance Bond Surety's performance, with the Performance Bond Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the State to complete the Work.
- 12.2.7 If the State terminates the Work under this paragraph 12.2, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The State's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Performance Bond Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

12.3 Contractor Insolvency

12.3.1 Bankruptcy of Contractor

- .1 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition. The failure to file and prosecute that motion within the time frames provided by this paragraph 12.4 shall constitute a material breach of the Contract as time is of the essence with respect to Contractor's performance of all terms of this Contract. Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the State to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

12.3.2 Receivership or Assignment for the Benefit of Creditors

- .1 If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the State shall serve written notice on the Contractor and the Contractor's Performance Bond Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

ARTICLE 13 - ACTION SUBMITTALS

13.1 Description

- 13.1.1 Shop Drawings, Product Data, Samples, and other submittals for the Engineer's review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the Engineer, and include, but are not limited to:
- .1 Construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;
 - .2 Capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and
 - .3 Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.
 - .4 If the Project is designed and constructed under the LEED® ("Leadership in Energy and Environmental Design") program developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by a third party.
- 13.1.2 Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

13.2 Form of Submittals

- 13.2.1 The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the Engineer in accordance with a schedule established by the Engineer and the Contractor.
- .1 The Contractor shall submit a minimum of 1 reproducible and 3 copies of Shop Drawings, and a minimum of 4 copies of any other submittal.
 - .2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the Engineer the materials and equipment which the Contractor proposes to provide.
 - .3 Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the Engineer may require enabling the Engineer to review the submittal.

13.3 Variation from Contract Documents

- 13.3.1 If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.
- .1 Variations which may affect the construction quality, cost or timeline shall be submitted to the Engineer for review, and if approved, shall be incorporated into the Work by Change Order.
 - .2 The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the Engineer's approval of submittals.

13.4 Contractor's Submittal Review

- 13.4.1 The Contractor shall review and stamp "approved" all submittals before forwarding them to the Engineer. If it is apparent to the Engineer that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Engineer may reject the submittals.
- .1 The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of other contractors, or variations from the requirements of the Contract Documents.
 - .2 If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a licensed architect, registered engineer, or other professional.
- 13.4.2 By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

13.5 Engineer's Submittal Review

- 13.5.1 The Engineer shall review submittals for conformity with design intent within 14 days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the Engineer and the Contractor.
- .1 The Contractor shall make corrections required by the Engineer and resubmit the required number of corrected copies of submittals until approved, which re-submission shall be acted upon by the Engineer within 14 days of receiving them, or other period as is mutually agreed by the Engineer and the Contractor.
 - .2 When resubmitting corrected submittals, the Contractor shall direct the Engineer's attention to revisions made by noting revisions on the resubmittal.
 - .3 The Contractor shall pay all reasonable costs of the Engineer for attendant delay, interference, hindrance or disruption of the Project due to excessive resubmittals without fault of the Engineer. Resubmittals in excess of 2 without fault of the Engineer may be determined excessive by the Engineer.
 - .4 The Engineer may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. The Engineer shall issue a written notice to the Contractor stating that the submittal is being held, within 7 days of receiving it.
 - .5 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with subparagraph 13.5.1.4, review of the previously received submittals shall be delayed.
- 13.5.2 The Engineer's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.
- .1 The Engineer's review shall not extend to means, methods, manners, techniques, sequences, nor procedures of construction, or to safety precautions or incident programs.
 - .2 The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

13.6 Risk of Nonpayment

- 13.6.1 The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the Engineer. If the Contractor starts Work before the Engineer's final approval of the submittal, the Contractor does so at its own risk that payment shall not be approved or made by the Engineer for the related Work.

13.7 Equipment Statement

- 13.7.1 Shop Drawings on all equipment shall include the following written statement from the manufacturer of the equipment:
- .1 "This equipment submitted for approval shall perform as specified when installed by the Contractor in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

ARTICLE 14 - SUBCONTRACTORS AND MATERIAL SUPPLIERS

14.1 Evaluation and Approval

- 14.1.1 Within 10 days after the Notice to Proceed, the Contractor shall submit to the Engineer, on forms provided by the Engineer, 4 copies of the Contractor's list of proposed Subcontractors and Material Suppliers.
- 14.1.2 Within 3 business days after receiving the Subcontractor and Material Supplier Declaration forms, the Engineer shall verify that the forms are complete. If the Engineer finds the forms are incomplete, the Engineer shall return them to the Contractor with no action and identify corrective action the Contractor shall perform prior to resubmitting the forms. If the Engineer returns such incomplete forms to the Contractor, the Contractor, within 10 days of receipt thereof, shall resubmit the forms with revisions complying with the corrective action identified by the Engineer.
- 14.1.3 Upon receipt of the forms, the Engineer shall perform an initial review of each Subcontractor and Material Supplier listed. Within 10 days after receiving the forms, the Engineer shall make an initial determination of the status of each Subcontractor and Material Supplier listed, and provide a written notice to the Contractor. The status of each Subcontractor and Material Supplier shall be one of the following.
- .1 Approved, indicating that the Subcontractor or Material Supplier is approved for use on the Project.
 - .2 Extended Review, indicating that the Engineer may have an objection or concern regarding a listed Subcontractor or Material Supplier. The Engineer shall then undertake an extended review for which an additional 10 days beyond the original deadline shall be automatically provided.
 - .1 Upon completing the extended review, the Engineer shall issue a written notice to the Contractor confirming the status of the Subcontractor or Material Supplier as either approved or rejected.
 - .3 Rejected, indicating that the Engineer does not approve a listed Subcontractor or Material Supplier for use on the Project. Before making a determination to reject any listed Subcontractor or Material Supplier, the Engineer shall complete a review similar to the review performed in the RFP evaluation, which includes written documentation as to the reason or reasons that the Subcontractor or Material Supplier was rejected.

- 14.1.4 If the Engineer rejects any Subcontractor or Material Supplier, the Contractor shall replace the Subcontractor or Material Supplier, within 10 days of the receipt of the rejection, at no additional cost to the State.

14.2 Replacement and Corrections

- 14.2.1 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without the Engineer's prior written approval.
- .1 The Contractor shall submit to the Engineer amended Subcontractor and Material Supplier Declaration forms and written justification for additions to or changes in their list of Subcontractors and Material Suppliers.
 - .2 The Contractor shall submit amended forms to the Engineer whenever any listed information changes for the Contractor's Subcontractors or Material Suppliers.
 - .3 Upon submission of such amended forms, the Contractor and the Engineer shall follow the procedure outlined in paragraphs 14.1.2, 14.1.3, and 14.1.4.

14.3 Contractor's Responsibility

- 14.3.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and Material Suppliers and is responsible for scheduling and coordinating the Work of its Subcontractors and Material Suppliers.
- .1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors or Material Suppliers.
 - .2 The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.
 - .3 The Contractor shall bind its Subcontractors and Material Suppliers to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor or Material Supplier, and shall not agree to any provision, which seeks to bind the Owner to terms inconsistent with, or at variance from the Contract Documents.

14.4 Warranty and Guarantee

- 14.4.1 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Owner, the effectiveness, fitness for the purpose intended, quality, and merchantability of any Work performed or item provided or installed by the Subcontractor or Material Supplier.

14.5 Assignment of Subcontracts

- 14.5.1 The Contractor hereby assigns its agreement with each Subcontractor and Material Supplier to the Owner provided that the assignment is effective only after termination of the Contract by the Owner for cause and only for those agreements which the Owner accepts by notifying the Contractor and applicable Subcontractor or Material Supplier in writing.

ATTACHMENT 5: ECM AND ENERGY SAVINGS GUARANTEE REQUIREMENTS

5.1 Overview:

It is the State's intent to select a Contractor based on the evaluation as described in Part Three of the RFP. Once selected, the Contractor and the State will agree to the energy conservation measures (ECMs) to be installed by the Contractor and their associated installation costs and guaranteed energy cost savings.

Based on the final selection of the ECMs, it is further the State's intent to enter into two separate agreements with the Contractor. The first agreement is to be a "Performance Contract" for the procurement of the design, materials and installation of the ECMs. The Performance Contract is attached to the RFP as Attachment 14. The ECM descriptions, cost and savings information provided in Attachments 9 and 10 of the RFP Proposal will be utilized as the description of the scope of work and the cost basis for the Performance Contract.

The second agreement will be a "Service Agreement". The Service Agreement will be written for a period of not less than 5 years and not more than the time frame necessary to assure the energy savings projected based on the information in Attachments 9 and 10 of the RFP Proposal. A portion of the Service Agreement will stipulate that the Contractor guarantee the energy and operational savings projected to the State for the term of the Service Agreement based on the final ECM selection and will be voided in the event that the Service Agreement is not in place. Another portion of the Service Agreement is to assure that the Contractor has the access to and capability to monitor the systems operations and utilization to assure that the assumptions utilized in the savings projections are being met and that the systems are appropriately maintained to achieve the savings guaranteed. Annual energy consumption analysis and reporting will be included in the Service Agreement. This will include the analysis necessary to demonstrate the energy guarantee performance and the analysis necessary to demonstrate the State's energy performance annually against a baseline energy consumption. The annual cost of providing the Service Agreement is to be submitted as Attachment 11 with the RFP Proposal.

The Service Agreement will commence at the conclusion of the installation period as defined in the Contract Documents.

5.2 Energy Conservation Measure and Projected Energy Cost Savings Development:

Each ECM that the Offeror proposes to be incorporated in the Project is to be summarized individually on an Attachment 9 form. For each ECM, the Offeror shall provide the following information for review:

- a. ECM Name
- b. ECM Description
- c. Brief scope of work anticipated
- d. Energy savings calculations, with assumptions and methodology
- e. Base year energy cost savings for electrical demand, electrical consumption, natural gas, water, sewer, and total
- f. Projected operations and maintenance (non energy) savings, if any
- g. If for the purposes of the guarantee, the annual savings are to be variable adjusted, provide the variable and baseline assumption. (For example, boiler efficiency improvement is to be adjusted annually based on heating degree days with the baseline equal to the NOAA average for Cleveland, Ohio)
- h. Interaction effects with other ECMs proposed
- i. Installation cost

- j. Simple payback period, based on energy cost savings only (do not include operations and maintenance savings)

Attachment 10, the Cost and Savings Summary and Certification, is to be completed for all of the ECMs proposed, as a group, to summarize the overall financial performance of the Project. The Cost and Savings Summary and Certification represents the totals of the Attachment 9 information for all ECMs proposed, including interactions, and the Project Cash Flow Projection included on the form is a summary based on certain financial assumptions, provided below, over a 10 year period of projected financing. Do not include the cost of the Service Agreement in the projections.

5.3 Energy Conservation Measure Associated Operations and Maintenance Savings:

During the initial evaluation of the Offeror's RFP Proposal, the projected value, if any, of annual impact of the ECMs on operation and maintenance costs will not be included in the financial performance of the Project. The State would like to review any projected operations and maintenance savings associated with an ECM, and may request, during the evaluation period that the operations and maintenance savings be included in the Project performance summary.

5.4 Projected Energy Cost Inflation:

For the purposes of Attachment 10, the annual energy cost inflation rate to be used for the cash flow summary is 0% per year for the Project term. This inflation factor is to be utilized for demand and consumption factors equally.

For the base line savings calculations the current rates provided from the utility information in Attachment 3 are to be utilized. If the Offeror, based on their independent evaluation, determines that rates different than those provided are more appropriate, The rates the Offeror calculates may be used. The rates used and their validity are subject to evaluation as part of the Proposal Evaluation process.

5.5 Financing Rate

For the purposes of the Attachment 10 Project Cash Flow Projection, assume that the State will procure 10 year tax-exempt bond financing through the Ohio Air Quality Development Authority for the installation cost of the Project.

If the Offeror chooses to offer financing to the State for the project, provide a brief description of the terms and conditions and prepare an alternate Attachment 10 for the proposed financing.

5.6 Energy Guarantee

The annual energy cost savings is to be calculated in the following manner for the purposes of the energy savings guarantee and the presentation of actual energy cost savings. The intent of this calculation method is to make the guarantee inflation risk neutral to the Contractor and to guarantee the State energy consumption reduction.

The preparation of the annual energy utilization audits will be a requirement of the selected Contractor and will be included in the scope of work for the Service Agreement.

Step 1.

Accumulate the last year's utility bills from all meters affected by the ECMs installed and evaluate the invoices to provide actual units of demand and consumption.

Step 2.

Make variable adjustments to the units as per the variable adjustment in Attachment 5 - 5.2.g and Attachment 9 for the affected ECMs.

Make adjustments to the units for verifiable changes in operation or use of the facility or for expansion or reduction of the campus area on existing utility meters, if any.

Step 3.

Multiply the adjusted units from Step 2 by the Base Year utility rates to determine the utility cost in base year dollars. Subtract this amount from the Base Year utility cost, prior to the ECM implementation. *This is to be greater or equal to the Guaranteed Savings for the Energy Guarantee.*

Step 4.

Multiply the adjusted units from Step 2 by the most recent years utility rates to determine the total current utility cost after adjustment.

Step 5.

Multiply the Base Year units of consumption, prior to ECM implementation, by the most recent years utility rates and subtract the total from Step 4 to find the most recent years savings attributable to the ECM implementation, at the current utility rates.

**ATTACHMENT 6:
OFFEROR PROFILE AND INFORMATION FORM**

Offeror's Legal Name: _____

Offeror's Address: _____

Offeror's City/State/Zip: _____

Offeror's Phone: _____ **Offeror's Fax:** _____

Date Established: _____

Federal Tax Identification: _____

Principal Place of Business: _____

Contact Person Name: _____

Contact Person Title: _____

Contact Person Address: _____

Contact Person City/State/Zip: _____

Contact Person Phone: _____ **Contact Person Fax:** _____

Contact Person E-Mail Address: _____

If Different from Above:

Local Office Name from which Project will be managed: _____

Local Office Address: _____

Local Office City/State/Zip _____

Local Office Phone: _____ **Local Office Fax:** _____

Form of Corporation: _____

Key Corporate Management Personnel:

Name: _____ Title: _____ Yrs w/Co. _____

Name: _____ Title: _____ Yrs w/Co. _____

Name: _____ Title: _____ Yrs w/Co. _____

Name: _____ Title: _____ Yrs w/Co. _____

Number of Employees:

Engineers: _____

Project Management: _____

Project Supervision: _____

Service Management: _____

Total: _____ (not necessarily the sum of the above)

List valid contractor license, Certificate by Ohio Construction Industry Examining Board and any Registration of Certification by an OBBC municipality or county for preceding five (5) years.

List of proposed Subcontractors, if any, to be used on the Project:

A. Name: _____

Address: _____

Role in Project: _____

B. Name: _____

Address: _____

Role in Project: _____

C. Name: _____

Address: _____

Role in Project: _____

(A.) Each Offeror shall supply and certify to the accuracy of the following information relative to projects engaged in by the Offeror within the last five years. If none, so state.

- (1) Indicate Offerors overall experience performing the trades proposed, including the years in business performing the trade under present and former business names.

- (2) The Offeror shall submit, the financial information requested in Attachment 1 in the RFP.

This information is not a public record under O.R.C. Section 149.43; and shall remain confidential, except under proper order of a court.

- (3) A description of its experience with projects of comparable size, complexity, and cost demonstrating the Offeror's ability and capacity to perform a substantial portion of the Project with their own forces. Include Scope of Work, Contract value and Project name/ contact Person/phone number for each owner and Associate for each project. A maximum of 3 projects are to be provided.

The provision of Attachment 7, as requested in Attachment 1, will satisfy this requirement.

- (4) Identification and description of any projects where the Offeror was determined by a public entity not to be a responsible bidder although it was the apparent lowest bidder, the reasons given by the public entity and an explanation thereof;
- (5) Disclosure of any OSHA violation resulting in fines;
- (6) Disclosure of any violations pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex, religion, national origin or employees civil rights or equal employment opportunities;
- (7) Disclosure of any adverse judgments in an action involving a claim for personal injury or wrongful death arising from the performance of work related to any project in which it has been engaged;
- (8) Disclosure of any adverse judgments for nonpayment or nonperformance;

- (9) Disclosure of violations of the prevailing wage law or any other state or federal labor laws;
- (10) Disclosure of violations of any Workers' Compensation laws;
- (11) Disclosure of any felony convictions involving the contractor, its officers, directors or owners;
- (12) Disclosure of any violations of environmental and/or health laws, codes, rules and/or regulations;
- (13) Disclosure of any occurrences of contract abandonment, contract termination, as either a prime- or sub-contractor, or surety takeover;
- (14) Disclosure of any occurrences of debarment by state, federal or local jurisdictions; and
- (15) Disclosure of any liquidated damages and/or Statutory Delay Forfeiture assessed.
- (16) Disclosure and confirmation that all apprentices used by the Offeror on the Project are trained in a program approved by the United States Department of Labor or the Ohio Apprenticeship Council.
- (17) Identification of Work to be subcontracted and the value of such Work, the names of all the proposed major subcontractors, and confirmation by the Offeror that it has or will

advise said subcontractors that they are obligated to the same levels of responsibility as the Offeror.

The provision of the Subcontractor Profile, as requested in Attachment 1, will satisfy this requirement

- (B) The Owner reserves the right to further inquire of the Offeror to determine whether the offer contains mathematical errors, omissions and/or erroneous assumptions and whether the Offeror has the capability to perform and complete the Contract for the proposed amount.

- (C) The Owner retains the right to waive non-compliance with the selection criteria when it is determined that non-compliance does not affect the competitive nature of the selection process.

- (D) All invitations, specifications, and similar requests for works of improvement shall advise all applicable prospective Offerors of this policy.

Management: Identify individuals assigned to this Project.

Principal	_____	Years with firm	_____	Total Exp.	_____
Project Manager	_____	Years with firm	_____	Total Exp.	_____
Field Superintendent	_____	Years with firm	_____	Total Exp.	_____

Certification: I hereby certify that the information above is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

ATTACHMENT 8 PERSONNEL PROFILE SUMMARY

Name:		Title:	
Role in Project:			
Education and Training:			
Degree/Major:		Where Obtained:	
Degree/Major:		Where Obtained:	
Other Training:			
Company 1:		Contact:	
Address:		Title:	
City/St/Zip:		Phone:	
Program Name:			
Dates of Service:			
Description of Related Service Provided:			
Company 2:		Contact:	
Address:		Title:	
City/St/Zip:		Phone:	
Program Name:			
Dates of Service:			
Description of Related Service Provided:			
Company 3:		Contact:	
Address:		Title:	
City/St/Zip:		Phone:	
Program Name:			
Dates of Service:			
Description of Related Service Provided:			

Notes:

1. **Attach resume for the above person to this Attachment.**
2. **Provide for key project personnel only. For Example – project manager, lead energy engineer, service manager, project superintendent**

ATTACHMENT 9 ENERGY CONSERVATION MEASURE (ECM) FORM

ECM Number: _____

ECM Name: _____

Brief Description of ECM and Associated Scope of Work:

Equipment to be Installed:

Estimated Useful Life: _____

Warranty Period: **Parts and Labor:** _____ **Parts Only:** _____

Key Assumptions:

Energy Cost Savings (attach calculations to this form)

Electrical Demand	_____ kwd @ \$_____/kwd/mo	Annual Savings \$ _____
Electrical Consumption	_____ kwh @ \$_____/kwh	Annual Savings \$ _____
Natural Gas Consumption	_____ mcf @ \$_____/mcf	Annual Savings \$ _____
Water Consumption	_____ gal @ \$_____/gal	Annual Savings \$ _____
Sewer Reduction	_____ gal @ \$_____/gal	Annual Savings \$ _____

Total: _____ **Annual Savings \$** _____

Installation Cost: \$ _____

Simple Payback Period: _____ years

Describe anticipated impact, if any, on annual Operations and Maintenance cost:

Describe interactions, if any, with other ECMs proposed:

Have interactions been accounted for in the Energy Cost Savings calculations: Y N

For purposes of the Energy Guarantee, is this ECM to be variable adjusted: Y N

If Yes – provide the variable, the baseline value and source and describe the adjustment methodology:

Is there any anticipated hazardous material expected to need abated as part of implementing this ECM- Y N

If yes, describe:

Provide an Attachment 9 for each Energy Conservation Measure proposed

**ATTACHMENT 10:
COST AND SAVINGS SUMMARY AND CERTIFICATION FORM**

Offeror Name	
Project Number	
Project Name	
Project Location	
Address	
City/State/Zip	

Having read and examined the Contract Documents, including but not limited to the Request for Proposal and Related Attachments, for the above-referenced Project, and the following Addenda:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

The Proposal consists of the design, procurement and installation of the following Energy Conservation Measures, as defined in Attachments 9:

ECM #	ECM Description	Installation Cost (\$)	Annual Energy Cost Savings (\$)	Simple Payback (yrs)
Total	-----			

Project Cash Flow Projection:

Year	Installation Costs (a)	Energy Cost Savings (b)	Cash Flow for year	Cash Flow cumulative
Base				
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				(c)

Cash Flow Projection Notes:

(a) Refer to Attachment 5, paragraph 5.5 for financing rate to utilize in this projection.

(b) Refer to Attachment 5, Paragraph 5.4 for utility inflation rate to utilize for this projection

(c) Project must achieve positive cumulative cash flow in or prior to year 10. If co-generation is included as an ECM, positive cumulative cash flow must occur in year 5 or earlier.

The undersigned proposes to perform all Work under its RFP Proposal, in accordance with the Contract Documents, for the following sums:

BASE PROPOSAL	
ITEM 1: Guaranteed Minimum Annual Energy Cost Savings	\$
ITEM 1: Number in Words	
ITEM 2: Fixed Total Installation Cost of Energy Conservation Measures	\$
ITEM 2: Number in Words	
ITEM 3: Project Time, in number of consecutive days	
ITEM 3: Number in words	

ALTERNATE 1 NAME						
ITEM 1:	Add	0	Delete	0	Number in dollars	\$
ITEM 1: Number in words						
ITEM 2:	Add	0	Delete	0	Number in dollars	\$
ITEM 2: Number in words						
ITEM 3:	Add	0	Delete	0	Number in years	
ITEM 3: Number in words						
ITEM 4:	Add	0	Delete	0	Number in days	
ITEM 4: Number in words						

ALTERNATE 2 NAME						
ITEM 1:	Add	0	Delete	0	Number in dollars	\$
ITEM 1: Number in words						
ITEM 2:	Add	0	Delete	0	Number in dollars	\$
ITEM 2: Number in words						
ITEM 3:	Add	0	Delete	0	Number in years	
ITEM 3: Number in words						
ITEM 4:	Add	0	Delete	0	Number in days	
ITEM 4: Number in words						

ALTERNATE 3 NAME						
ITEM 1:	Add	0	Delete	0	Number in dollars	\$
ITEM 1: Number in words						
ITEM 2:	Add	0	Delete	0	Number in dollars	\$
ITEM 2: Number in words						
ITEM 3:	Add	0	Delete	0	Number in years	
ITEM 3: Number in words						
ITEM 4:	Add	0	Delete	0	Number in days	
ITEM 4: Number in words						

Upon failure to have all construction of the Work completed within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day thereafter until Contract Completion. The State's right to recover liquidated damages shall not substitute for any right of recovery for additional costs incurred should the Contractor fail to complete the Contract according to the Contract Documents.

LIQUIDATED DAMAGES

Contract Amount	Dollars per Day
\$ 1.00 to \$ 50,000.00	\$ 150.00
\$50,000.01 to \$150,000.00	\$250.00
\$150,000.01 to \$500,000.00	\$500.00
\$500,000.01 to \$2,000,000.00	\$1,000.00
\$2,000,000.01 to \$5,000,000.00	\$2,000.00
\$5,000,000.01 to \$10,000,000.00	\$2,500.00
\$10,000,000.01 or more	\$3,000.00

CONTRACTOR'S CERTIFICATION

The Contractor hereby acknowledges that the following representations in this RFP Proposal are material and not mere recitals:

1. Contractor has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Contractor has actual knowledge of the requirements and regardless of any statement or omission made by the Contractor which might indicate a contrary intention.
2. The Contractor represents that the RFP Proposal is based upon the Basis of Design Components specified by the Contract Documents.
3. The Contractor has visited the Site, has become familiar with local conditions, and has correlated personal observations about the requirements of the Contract Documents. The Contractor has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Contractor understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of O.R.C. Chapter 4115, "Wages and Hours on Public Works," and that the Contractor shall pay any wage increase in the Project locality during the term of the Contract.
5. The Contractor agrees to comply with the Drug Free Workplace Act and the State's Drug Free Workplace Policy. The Contractor shall make a good faith effort to ensure that all the Contractor employees, while working on State property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
6. The Contractor agrees to furnish any information requested by the Engineer to evaluate the Contractor's responsibility.

7. The Contractor and each individual signing on the Contractor's behalf certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
 - 7.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such RFP Proposal.
 - 7.2 Unless otherwise required by law, the costs which have been quoted in the Proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the Proposal deadline, directly or indirectly, to any other Contractor that would have any interest in the RFP Proposal costs.
 - 7.3 No attempt has been made or will be made by the Contractor to induce any other individual, partnership or corporation to submit or not to submit an RFP Proposal for the purpose of restricting competition.
8. The Contractor understands and agrees that it may negotiate only the specific aspects of the RFP that the Owner, in its sole discretion, selects for negotiation. The Contractor certifies that it shall not attempt to negotiate the General Conditions of the Contract, Performance Contract, or Service Agreement, except as to those permitted modifications that may be proposed for the Service Scope of Work.

	Contractor	Signature for Joint Venture
Authorized Signature		
Printed Name		
Title		
Company Name		
Mailing Address		
City/State/Zip Code		
Where Incorporated		
Federal Tax ID		
Contact person		
Telephone Number		
Fax Number		

**ATTACHMENT 11:
SERVICE AGREEMENT COST SUMMARY FORM**

FROM: Name: _____
 Address: _____
 City/State: _____
 Phone: _____ Fax: _____

FOR: Energy Conservation Project - Service Agreement

PROPOSAL SCHEDULE

The Undersigned Contractor, having visited the Site and familiarized itself with local conditions affecting the cost of the Work and with all requirements of the Contract Documents, including the Request for Proposal and the Service Agreement (Attachment 15, and associated Exhibits), regardless of whether the Contractor has actual knowledge of such requirements and regardless of any statement or omission made by the Contractor which might indicate a contrary intention, hereby agrees to comply with all requirements of the Contract Documents and proposes to furnish the Work required by said Service Agreement for the following amounts:

- A. Building automation and control system preventive maintenance and service, HVAC preventive maintenance, HVAC testing, inspection and calibration, HVAC water treatment service, HVAC emergency service, HVAC equipment repair and replacement labor, HVAC parts and material per Service Agreement (prorated and paid monthly).

The Service Agreement incorporates the guaranteed operational and energy savings as defined in Attachments 5 and 10, as long as the Service Agreement remains in effect. The Contractor is to provide services, in addition to those specified that are deemed necessary by the Contractor, to assure achievement of the guaranteed energy savings.

5 year period commencing with the issuance of
Final Certification of Contract Completion \$_____ Per Year

- B. Filter replacements (prorated and paid as completed).

5 year period commencing with the issuance of
Final Certification of Contract Completion \$_____ Per Year

Total (Parts A and B combined)

5 year period commencing with the issuance of
Final Certification of Contract Completion \$_____ Per Year

UNIT PRICES

C LABOR

For additional work requested by the Owner which is not part of the Service Agreement, the Contractor and the Owner shall estimate and come to agreement on the time required of each tradesman to complete the task. The Contractor will then be paid based upon the agreed to hours. Payment will be at the prevailing wage rate as established by the State, then in effect, plus a percentage for overhead and profit (combined) as quoted hereafter. _____%

D MATERIALS

For any materials provided for additional work, the reimbursement to the Contractor shall be a rate of materials cost (less any rebates or volume discounts) plus 10% for overhead and profit. Any expedited shipment or special handling shall be at cost. No other mark-ups will be allowed.

SERVICE AGREEMENT EXTENSION:

The Owner may, in its sole discretion, extend the Service Agreement beyond the 5-year term on a year by year basis for the duration of the period for the guaranteed operational and energy savings. This guarantee period could potentially run through June 30, 2019, depending on the chosen Energy Conservation Measures and schedule for the Performance Contract.

In the event the Owner extends the Service Agreement, the labor and material cost components associated with the 5 Year Base Proposal will be adjusted in accordance with the local CPI adjustment factors for labor and material based on the then current year factors as compared to year end 2010.

	Contractor	Signature for Joint Venture
Authorized Signature		
Printed Name		
Title		
Company Name		
Mailing Address		
City/State/Zip Code		
Where Incorporated		
Federal Tax ID		

Contact person		
Telephone Number		
Fax Number		

ATTACHMENT 12: WAGE RATE REQUIREMENTS

1.1 Payment of Prevailing Wage Rates

- 1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.
- 1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Ohio Revised Code ("O.R.C.") Chapter 4115.
- 1.1.3 The Contractor shall submit all payroll reports in compliance with the requirements of paragraph 1.4 for all of the employees of the Contractor and of the Contractor's Subcontractors.
- 1.1.4 By executing a Contract, the Contractor certifies that it based its RFP Proposal upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in O.R.C. Sections 4115.03 through 4115.14, which are inserted at the end of this Attachment 12.

1.2 Prevailing Wage Rate Revisions

- 1.2.1 The State shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://www.com.state.oh.us>.
- 1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

- 1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Owner with a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

- 1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.
 - .1 Each payroll report shall indicate the period covered and include a list containing the name, address and social security number of each employee of the Contractor and its Subcontractors paid for the Work.
 - .2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, fringe benefits, and all deductions from wages and net pay.
 - .3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.
 - .4 For each employee, each payroll report shall list the employee's gender and ethnicity, classified as Black, Hispanic, Asian Pacific Islanders, American Indians/Alaskan Native or non-minority.

- .5 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project.

1.5 Violation

- 1.5.1 Pursuant to O.R.C. Section 4115.99, whoever violates O.R.C. Section 4115.08 or O.R.C. Section 4115.09 shall be fined not less than \$25, nor less than \$500.
- 1.5.2 Pursuant to O.R.C. Section 4115.99, whoever violates O.R.C. Section 4115.071(C), O.R.C. Section 4115.10, or O.R.C. Section 4115.11 is guilty of a misdemeanor of the second degree for a first offense. For each subsequent offense such person is guilty of a misdemeanor of the first degree.

Prevailing Wage Determination Cover Letter

County:

LORAIN

Determination Date: 07/03/2008

Expiration Date: 10/03/2008

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

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

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

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

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

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

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

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

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

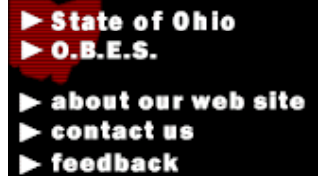
Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

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

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

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

wh1500



[Back to wage rate search](#) [Back to Home](#)

Classification = All, County = LORAIN, Union = All

Classification	County	Union	Effective	Expires	Posted
Carpenter	LORAIN	Carpenter Millwright NE Local 1871 H	6/3/2008	4/30/2000	6/3/2008
Carpenter	LORAIN	Carpenter - Piledriver NE Local 1871 M	5/22/2007	4/30/2000	5/22/2007
Cement	LORAIN	Plasterer Local 80	5/1/2008		6/23/2006
Glazier	LORAIN	Glazier Local 181	6/29/2006		6/29/2006
Sheetmetal Worker	LORAIN	Sheetmetal Local 33 (Vermilion)	6/1/2007		5/21/2007
Carpenter	LORAIN	Carpenter & Floorlayer NE District E	5/2/2008		5/2/2008
Painter	LORAIN	Painter Local District 6	6/23/2006		6/23/2006
Sprinkler Fitter	LORAIN	Sprinkler Fitter Local 120	5/15/2008		5/15/2008
Cement Mason	LORAIN	Cement Mason (OCA) Heavy Highway District 2 A & B	5/13/2008		5/13/2008
Painter	LORAIN	Painter Local District 6 REPAINT	6/23/2006		6/23/2006
Ironworker	LORAIN	Ironworker Local 17	8/1/2007		6/22/2007
Elevator	LORAIN	Elevator Local 17	5/13/2008		5/13/2008
Carpenter	LORAIN	Carpenter Statewide Office Systems	9/13/2007		9/13/2007
Painter	LORAIN	Painter/Sign Local 639 (E)	8/1/2007		12/9/2005
Operating Engineer	LORAIN	Operating Engineers - HevHwy I	5/2/2008	4/30/2001	5/2/2008
Bricklayer	LORAIN	Tile Layer Local 36	6/9/2008		6/9/2008
Operating Engineer	LORAIN	Operating Engineers - Building Local 18 - Zone IV	5/2/2008		5/2/2008
Lineman	LORAIN	Electric Locals 71 & 245 Outside Utility Power PENDING	1/1/2008		9/24/2007
Laborer	LORAIN	Labor Local 758 Building	5/12/2008		5/12/2008
Laborer	LORAIN	Labor HevHwy 2	5/1/2008		4/30/2008
Truck Driver	LORAIN	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957	5/1/2009		7/10/2007
Truck Driver	LORAIN	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957	5/1/2008		7/10/2007
Sheetmetal Worker	LORAIN	Sheetmetal Local 33 (Vermilion) Decking	10/9/2007	6/30/2000	10/9/2007
Plumber/Pipefitter	LORAIN	Plumber Pipefitter Local 42	7/2/2007	7/1/2001	7/2/2007
Carpenter	LORAIN	Carpenter Local 509 NE Interior Systems	5/1/2007		6/8/2006
Carpenter	LORAIN	Carpenter Local 509 NE Interior Systems	6/1/2008		6/8/2006
Boilermaker	LORAIN	Boilermaker Local 744	7/24/2006		7/24/2006
Bricklayer	LORAIN	Cement Mason/ BAC Local 5 (Lorain Only)	10/1/2008		4/10/2007
Bricklayer	LORAIN	Cement Mason/ BAC Local 5 (Lorain Only)	5/1/2009		4/10/2007
Lineman	LORAIN	Electric Locals 71 & 245 High Tension Pipe Cable PENDING	1/1/2008		9/24/2007
Asbestos Worker	LORAIN	Asbestos Local 3	8/1/2008		1/4/2008
Bricklayer	LORAIN	BAC/Cement Mason Heavy Highway A & B	6/12/2006		6/12/2006
Lineman	LORAIN	Electrical Local 71 Outside Municipal Power & RTA (Greater Cleveland Chapter)	4/11/2008		4/11/2008
Lineman	LORAIN	Electrical Local 71 Outside (Greater Cleveland Chapter)	4/11/2008		4/11/2008
Lineman	LORAIN	Electrical Local 71 DOT/Traffic Signal/Highway Lighting (Greater Cleveland Chapter)	4/11/2008		4/11/2008
Painter	LORAIN	Painter/Sign Local 639 (E)	8/1/2006		12/9/2005
Painter	LORAIN	Painter/Sign Local 639 (Cleveland Area)	1/3/2006		1/3/2006
Asbestos Worker	LORAIN	Asbestos Local 207 Ohio District Council Locals 3,8,50,84	8/9/2007		8/9/2007
Bricklayer	LORAIN	Cement Mason/ BAC Local 5 (Lorain Only)	5/1/2007		4/10/2007
Bricklayer	LORAIN	Cement Mason/ BAC Local 5 (Lorain Only)	5/1/2008		4/10/2007
Bricklayer	LORAIN	Cement Mason/ BAC Local 5 (Lorain Only)	10/1/2007		4/10/2007
Bricklayer	LORAIN	Bricklayer Local 5 Commercial & Industrial	5/1/2009		4/6/2006
Bricklayer	LORAIN	Bricklayer Local 5 Commercial & Industrial	5/1/2007		4/17/2007
Bricklayer	LORAIN	Bricklayer Local 5 Commercial & Industrial	10/1/2007		4/6/2006
Bricklayer	LORAIN	Bricklayer Local 5 Commercial & Industrial	5/1/2008		4/6/2006
Bricklayer	LORAIN	Bricklayer Local 5 Commercial & Industrial	10/1/2008		4/6/2006
Cement	LORAIN	Plasterer Local 80	5/1/2007		6/23/2006
Asbestos Worker	LORAIN	Asbestos Local 3	8/9/2007		8/9/2007
Sheetmetal Worker	LORAIN	Sheetmetal Local 33 (Vermilion)	6/1/2009		1/5/2007
Sheetmetal Worker	LORAIN	Sheetmetal Local 33 (Vermilion)	6/5/2008		6/5/2008

Bricklayer	LORAIN	Bricklayer Local 5 Terazzo Workers & Marble Masons	5/31/2007		5/31/2007
Bricklayer	LORAIN	Bricklayer Local 5 Tile Marble Terazzo Shopmen Finishers	5/31/2007		5/31/2007
Ironworker	LORAIN	Ironworker Local 17	8/14/2006		8/14/2006
Truck Driver	LORAIN	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957	5/1/2009		7/10/2007
Truck Driver	LORAIN	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957	7/10/2007		7/10/2007
Truck Driver	LORAIN	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957	5/1/2008		7/10/2007
Truck Driver	LORAIN	Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957	7/10/2007		7/10/2007
Lineman	LORAIN	Electric Locals 71 & 245 Under Ground Utilities (URD) PENDING	9/24/2007		9/24/2007
Lineman	LORAIN	Electric Locals 71 & 245 Outside Utility Power PENDING	9/24/2007		9/24/2007
Lineman	LORAIN	Electric Locals 71 & 245 High Tension Pipe Cable PENDING	9/24/2007		9/24/2007
Roofer	LORAIN	Roofer Local 44	6/9/2008		6/9/2008
Voice Data Video	LORAIN	Electrical Local 38 Voice Data Video	11/3/2008		11/14/2005
Voice Data Video	LORAIN	Electrical Local 129 Voice Data Video	8/17/2005		8/17/2005
Electrical	LORAIN	Electrical Local 38 Lightning Rod	10/11/2007		10/11/2007
Roofer	LORAIN	Roofer Local 88	6/9/2008		6/9/2008
Voice Data Video	LORAIN	Electrical Local 38 Voice Data Video	11/21/2007		11/21/2007
Voice Data Video	LORAIN	Electrical Local 38 Voice Data Video	10/29/2007		11/14/2005
Electrical	LORAIN	Electrical Local 129 Inside	5/30/2008	2/28/2002	5/30/2008
Electrical	LORAIN	Electrical Local 38	5/28/2008		5/28/2008

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Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Local 1871 H

Change # : CN01-2008Loc1871H

Craft : Carpenter Effective Date : 06/03/2008 Last Posted : 06/03/2008

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Carpenter-Millwright			\$28.00	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$40.67	\$54.67
Certified Welder			\$29.00	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$41.67	\$56.17
Layout man on Monorail			\$29.75	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$42.42	\$57.30
Apprentice		Percent									
1st 6 months		55.00	\$15.40	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$28.07	\$35.77
2nd 6 months		58.50	\$16.38	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$29.05	\$37.24
3rd 6 months		62.00	\$17.36	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$30.03	\$38.71
4th 6 months		65.50	\$18.34	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$31.01	\$40.18
5th 6 months		69.00	\$19.32	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$31.99	\$41.65
6th 6 mnoths		72.50	\$20.30	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$32.97	\$43.12
7th 6 months		76.00	\$21.28	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$33.95	\$44.59
8th 6 months		80.00	\$22.40	\$5.72	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$35.07	\$46.27

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

Ratio :

6 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter - Piledriver NE Local 1871 M

Change # : CN01-2007Loc1871M

Craft : Carpenter Effective Date : 05/22/2007 Last Posted : 05/22/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Carpenter-Piledriver			\$26.85	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$39.37	\$52.80
Diver			\$40.28	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$52.80	\$72.94
Certified Welder			\$27.90	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$40.42	\$54.37
Apprentice	Percent										
1st 6 months	55.00		\$14.77	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$27.29	\$34.67
2nd 6 months	58.50		\$15.71	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$28.23	\$36.08
3rd 6 months	62.00		\$16.65	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$29.17	\$37.49
4th 6 months	65.50		\$17.59	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$30.11	\$38.90
5th 6 months	69.00		\$18.53	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$31.05	\$40.31
6th 6 months	72.50		\$19.47	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$31.99	\$41.72
7th 6 months	76.00		\$20.41	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$32.93	\$43.13
8th 6 months	80.00		\$21.48	\$5.57	\$3.35	\$0.40	\$0.00	\$3.20	\$0.00	\$34.00	\$44.74

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

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 80

Change # : CN01-2006Loc80

Craft : Cement Effective Date : 05/01/2008 Last Posted : 06/23/2006

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Plasterer			\$29.66	\$3.75	\$3.00	\$0.10	\$0.00	\$3.25	\$0.00	\$39.76	\$54.59
Apprentice	Percent										
0-1000 hrs	40.00		\$11.86	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$21.71	\$27.65
1000-2000hrs	45.00		\$13.35	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$23.20	\$29.87
2000-3000hrs	50.00		\$14.83	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$24.68	\$32.10
3000-4000hrs	55.00		\$16.31	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$26.16	\$34.32
4000-5000hrs	60.00		\$17.80	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$27.65	\$36.54
5000-6000hrs	65.00		\$19.28	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$29.13	\$38.77
6000-7000hrs	70.00		\$20.76	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$30.61	\$40.99
7000-8000hrs	75.00		\$22.25	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$32.10	\$43.22

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

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

Each employer shall use their best effort to employ ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
at least 1 certified apprentice in every shop after his LORAIN
first
Journeyman.
3 Journeyman to 1 Apprentice thereafter

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Glazier Local 181**

Change # : **CN01-2006Loc181**

Craft : **Glazier** Effective Date : **06/29/2006** Last Posted : **06/29/2006**

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Glazier			\$27.27	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$37.84	\$51.48
Architectural metal Workers & Fabricators			\$16.85	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$27.42	\$35.85
Glass Workers			\$15.85	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$26.42	\$34.35
Truck Drivers			\$13.26	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$23.83	\$30.46
Apprentice	Percent										
1st 6months	40.00		\$10.91	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$21.48	\$26.93
2nd 6months	45.00		\$12.27	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$22.84	\$28.98
3rd 6months	50.00		\$13.64	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$24.20	\$31.02
4th 6months	55.00		\$15.00	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$25.57	\$33.07
5th 6months	60.00		\$16.36	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$26.93	\$35.11
6th 6months	70.00		\$19.09	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$29.66	\$39.20
7th 6months	80.00		\$21.82	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$32.39	\$43.29
8th 6months	90.00		\$24.54	\$4.57	\$5.60	\$0.33	\$0.00	\$0.00	\$0.07	\$35.11	\$47.38

Special Calculation Note : Other is : Construction Industry Service Program.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Start at the intersection of Route 305 and the eastern boundary line of Portage County. Follow Route 305 west onto Route 82, follow Route 82 west to the intersection of Routes 82, 8 and 271, follow Route 271 south to Medina County line west to Route 94, follow Route 94 south to Route 303, follow Route 303 west to Route 252, follow Route 252 south to Route 18, follow Route 18 west to Route 301, follow 301 south to Route 162, follow Route 162 west to Route 58, follow Route 58 south to the Ashland County line, follow the Ashland County line west and then north along the line to Route 18, west onto Route 20, follow Route 20 west to Route 4, follow Route 4 north to Lake Erie. Local 181 has the jurisdiction on all projects built on the property which borders on the above Routes and/or intersections, wherever a County line is the divider between Local 181 and another Union, the jurisdiction is only to the county line.

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheetmetal Local 33 (Vermilion)

Change # : CN01-2007Ver33

Craft : Sheetmetal Worker **Effective Date :** 06/01/2007 **Last Posted :** 05/21/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Sheetmetal Worker			\$25.11	\$6.04	\$5.89	\$0.65	\$0.00	\$1.25	\$0.00	\$38.94	\$51.50
Apprentice	Percent										
1st year	45.00	\$11.30	\$6.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.34	\$22.99
2nd year	50.00	\$12.56	\$6.04	\$5.89	\$0.65	\$0.00	\$0.63	\$0.00	\$0.00	\$25.76	\$32.04
3rd year	60.00	\$15.07	\$6.04	\$5.89	\$0.65	\$0.00	\$0.63	\$0.00	\$0.00	\$28.28	\$35.81
4th year	70.00	\$17.58	\$6.04	\$5.89	\$0.65	\$0.00	\$0.63	\$0.00	\$0.00	\$30.79	\$39.58
5th year	80.00	\$20.09	\$6.04	\$5.89	\$0.65	\$0.00	\$0.63	\$0.00	\$0.00	\$33.30	\$43.34

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

Ratio :

2 Journeymen to 1 Apprentice
up to 8 Journeymen
then 3 Journeymen to 1 Apprentice thereafter.

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON, LORAIN, SANDUSKY

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Floorlayer NE District E

Change # : CN01-2008LocNEdistE

Craft : Carpenter Effective Date : 05/02/2008 Last Posted : 05/02/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Carpenter			\$23.07	\$6.00	\$2.85	\$0.40	\$0.00	\$0.90	\$0.00	\$33.22	\$44.76
Floorlayer			\$23.07	\$6.00	\$2.85	\$0.40	\$0.00	\$0.90	\$0.00	\$33.22	\$44.76
Apprentice	Percent										
1st 3months	40.00		\$9.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.23	\$13.84
2nd 3months	45.00		\$10.38	\$6.00	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$16.78	\$21.97
2nd 6months is 1st year	50.00		\$11.54	\$6.00	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$17.93	\$23.70
3rd 6months	55.00		\$12.69	\$6.00	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$19.09	\$25.43
4th 6months is 2nd year	60.00		\$13.84	\$6.00	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$20.24	\$27.16
5th 6months	70.00		\$16.15	\$6.00	\$2.00	\$0.40	\$0.00	\$0.63	\$0.00	\$25.18	\$33.25
6th 6months is 3rd year	75.00		\$17.30	\$6.00	\$2.14	\$0.40	\$0.00	\$0.68	\$0.00	\$26.52	\$35.17
7th 6months	80.00		\$18.46	\$6.00	\$2.28	\$0.40	\$0.00	\$0.72	\$0.00	\$27.86	\$37.08
8th 6months is 4th year	85.00		\$19.61	\$6.00	\$2.42	\$0.40	\$0.00	\$0.77	\$0.00	\$29.20	\$39.00

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

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ERIE, HURON, LORAIN,
RICHLAND

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local District 6

Change # : CN02-2006Dist6

Craft : Painter Effective Date : 06/23/2006 Last Posted : 06/23/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Painter-Brush-Roll-Paperhanger			\$25.74	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$35.61	\$48.48
Swingstage & Boatswain's Chair			\$25.74	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$35.61	\$48.48
Spray Painting			\$26.44	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$36.31	\$49.53
Sandblasting & Buffing			\$26.14	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$36.01	\$49.08
Tapers			\$26.44	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$36.31	\$49.53
Quality Control-Quality Assurance-Flag Person-Equipment Operator-Boat Person-Driver Vacuum (Grit Reclamation Operator)			\$22.15	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$32.02	\$43.09

Bridge Painter- Bridge Rigger -Containment Builder- Closed Steel above 55ft Bridges & Open Structural Tanks- Water Towers- Fiberglass & Insulator Material Applicator	\$26.44	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$36.31	\$49.53
Bridge Blaster	\$27.44	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$37.31	\$51.03

Apprentice - Painter	Percent									
1st 6months	40.00	\$10.30	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$20.17	\$25.31
2nd 6months	50.00	\$12.87	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$22.74	\$29.17
3rd 6months	55.00	\$14.16	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$24.03	\$31.11
4th 6months	60.00	\$15.44	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$25.31	\$33.04
5th 6months	65.00	\$16.73	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$26.60	\$34.97
6th 6months	70.00	\$18.02	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$27.89	\$36.90
7th 6months	75.00	\$19.30	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$29.17	\$38.83
8th 6months	80.00	\$20.59	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$30.46	\$40.76

Special Calculation Note :

APPRENTICE TAPERS RECEIVE:

1st 6 months 45%-11.79 and all fringes except \$.50 pension

2nd 6 months 50%-13.11 and all fringes except \$.50 pension

3rd 6 months 55%-14.42 and all fringes except \$.1.85 pension

4th 6 months 60%-15.73 and all fringes except \$1.95 pension

5th 6 months 65%-17.04 and all fringes except \$2.30pension

6th 6 months 70%-18.35 and all fringes except \$2.40 pension

Ratio :

3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 120

Change # : CN01-2008Loc120

Craft : Sprinkler Fitter Effective Date : 05/15/2008 Last Posted : 05/15/2008

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Sprinkler Fitter			\$33.17	\$8.20	\$5.60	\$0.90	\$0.00	\$1.90	\$0.40	\$50.17	\$66.76
Apprentice		Percent									
1st year		46.70	\$15.49	\$1.75	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$18.14	\$25.89
2nd year		45.69	\$15.16	\$8.20	\$3.34	\$0.90	\$0.00	\$0.00	\$0.40	\$28.00	\$35.57
3rd year		53.13	\$17.62	\$8.20	\$3.34	\$0.90	\$0.00	\$0.00	\$0.40	\$30.46	\$39.27
4th year		67.97	\$22.55	\$8.20	\$3.34	\$0.90	\$0.00	\$0.00	\$0.40	\$35.39	\$46.66
5th year		75.39	\$25.01	\$8.20	\$3.34	\$0.90	\$0.00	\$0.00	\$0.40	\$37.85	\$50.35

Special Calculation Note : OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

3 Journeyman to 1 Apprentice per project

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Work but not limited to: Installation, dismantling, maintenance, repairs, adjustments, inspection, testing and corrections of all fire protection, fire prevention, fire equipment, fire detection and fire control systems beginning at the point in the distribution system used exclusively for the prevention and control of a fire. Including the unloading, handling by hand, power equipment and installation of all piping and tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler alarm systems, also all tanks and pumps connected thereto, also included shall be the Co-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems and steam fire protection systems. Backflow devices,

all tanks reservoirs,pumps hose cabinets, hose racks,sprinkler space heaters, air lines thermal systems used in connection with automatic sprinkler alarm systems. temporary piping of every description in connection with building and construction work , excavating and underground construction for the fire protection system.Fire Protection Sprinkler Fitter: The complete installation of the air sampling piping system with the installation of VESDA (very early smoke detection apparatus) is performed by the sprinkler fitter.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason (OCA) Heavy Highway District 2 A & B

Change # : CN01-2008HvyHwy

Craft : Cement Mason **Effective Date :** 05/13/2008 **Last Posted :** 05/13/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Cement Mason District 2-A			\$25.58	\$4.45	\$3.00	\$0.40	\$0.00	\$2.15	\$0.00	\$35.58	\$48.37
District 2-B			\$26.45	\$4.45	\$3.00	\$0.40	\$0.00	\$2.15	\$0.00	\$36.45	\$49.67

Special Calculation Note :

1st year Apprentices paid at 60% of Journeyman rate plus Full fringes

2nd year Apprentices paid at 75% of Journeyman rate plus Full fringes

3rd year Apprentices paid at 90% of Journeyman rate plus Full fringes

Ratio :

2 Journeymen to 1 Apprentice
Company Wide

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT,
COLUMBIANA, DEFIANCE, ERIE,
HAMILTON, HIGHLAND, HURON, LORAIN,
MAHONING, MEDINA, OTTAWA, PAULDING,
PORTAGE, SANDUSKY, SENECA, STARK,
SUMMIT, TRUMBULL, WARREN, WILLIAMS

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local District 6 REPAINT

Change # : CN02-2006Dist6Repaint

Craft : Painter Effective Date : 06/23/2006 Last Posted : 06/23/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Painter-Brush-Roll			\$24.24	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$34.11	\$46.23
Paperhanger			\$24.24	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$34.11	\$46.23
Spray Painting			\$24.94	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$34.81	\$47.28
Sandblasting & Buffing			\$24.64	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$34.51	\$46.83
Apprentice	Percent										
1st 6months	45.00		\$10.91	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$20.78	\$26.23
2nd 6months	50.00		\$12.12	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$21.99	\$28.05
3rd 6months	55.00		\$13.33	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$23.20	\$29.87
4th 6months	60.00		\$14.54	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$24.41	\$31.69
5th 6months	65.00		\$15.76	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$25.63	\$33.50
6th 6months	70.00		\$16.97	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$26.84	\$35.32
7th 6months	75.00		\$18.18	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$28.05	\$37.14
8th 6months	80.00		\$19.39	\$4.41	\$4.95	\$0.28	\$0.00	\$0.00	\$0.23	\$29.26	\$38.96

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

Ratio :

3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

The following wage rates are to be paid for re-paint in and on bridges, stacks, water and other towers, and skeleton structural steel.

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 17

Change # : CN01-2007Loc17

Craft : Ironworker Effective Date : 08/01/2007 Last Posted : 06/22/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Ironworker			\$27.40	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$44.98	\$58.68
Apprentice	Percent										
1st 6 months	60.00		\$16.44	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$34.02	\$42.24
2nd 6 months	65.01		\$17.81	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$35.39	\$44.30
2nd year 1st 6 months	70.00		\$19.18	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$36.76	\$46.35
2nd year 2nd 6 months	75.00		\$20.55	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$38.13	\$48.41
3rd year 1st 6 months	80.00		\$21.92	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$39.50	\$50.46
3rd year 2nd 6 months	85.00		\$23.29	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$40.87	\$52.52
4th year 1st 6 months	90.00		\$24.66	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$42.24	\$54.57
4th year 2nd 6 months	95.00		\$26.03	\$5.60	\$9.50	\$0.38	\$0.00	\$2.10	\$0.00	\$43.61	\$56.63

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

Ratio :

7 Journeymen to 1 Apprentice on Structural and Rod Work

4 Journeymen to 1 Apprentice on Steel Sash, Stairway and Ornamental Work

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

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

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

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

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 17

Change # : CN01-2008Loc17

Craft : Elevator Effective Date : 05/13/2008 Last Posted : 05/13/2008

Fringe Benefit Payments											
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Elevator Mechanic			\$44.34	\$8.78	\$4.96	\$0.55	\$0.00	\$2.00	\$0.00	\$60.63	\$82.80
Helper			\$39.42	\$8.78	\$4.96	\$0.55	\$0.00	\$2.00	\$0.00	\$55.71	\$75.42
0-6months Probation	44.46	\$19.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.71	\$29.57
1st year	48.89	\$21.68	\$8.78	\$4.96	\$0.55	\$0.00	\$2.00	\$0.00	\$0.00	\$37.97	\$48.81
2nd year	57.77	\$25.62	\$8.78	\$4.96	\$0.55	\$0.00	\$2.00	\$0.00	\$0.00	\$41.91	\$54.71
3rd year	62.22	\$27.59	\$8.78	\$4.96	\$0.55	\$0.00	\$2.00	\$0.00	\$0.00	\$43.88	\$57.67
4th year	71.12	\$31.53	\$8.78	\$4.96	\$0.55	\$0.00	\$2.00	\$0.00	\$0.00	\$47.82	\$63.59

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Vacation 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Statewide Office Systems

Change # : CN01-2007JurSTWIDEOfficeSystems

Craft : Carpenter **Effective Date :** 09/13/2007 **Last Posted :** 09/13/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Carpenter-Installers			\$16.00	\$4.92	\$0.79	\$0.08	\$0.00	\$0.00	\$0.00	\$21.79	\$29.79
Helper			\$9.50	\$4.92	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00	\$14.50	\$19.25
Installer Trainee	Percent										
1st 6 months	58.05		\$9.29	\$4.92	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00	\$14.29	\$18.93
2nd 6months	61.00		\$9.76	\$4.92	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00	\$14.76	\$19.64
3rd 6months	64.00		\$10.24	\$4.92	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00	\$15.24	\$20.36
4th 6months	66.95		\$10.71	\$4.92	\$0.58	\$0.08	\$0.00	\$0.00	\$0.00	\$16.29	\$21.65
5th 6 months	69.95		\$11.19	\$4.92	\$0.62	\$0.08	\$0.00	\$0.00	\$0.00	\$16.81	\$22.41
6th6months	72.90		\$11.66	\$4.92	\$0.65	\$0.08	\$0.00	\$0.00	\$0.00	\$17.31	\$23.15
7th 6months	75.90		\$12.14	\$4.92	\$0.69	\$0.08	\$0.00	\$0.00	\$0.00	\$17.83	\$23.91
8th 6months	78.85		\$12.62	\$4.92	\$0.72	\$0.08	\$0.00	\$0.00	\$0.00	\$18.34	\$24.64
9th 6 months	81.80		\$13.09	\$4.92	\$0.79	\$0.08	\$0.00	\$0.00	\$0.00	\$18.88	\$25.42

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

Ratio :

(1) Installer to (1) Trainee or (1) Helper

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving.

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

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter/Sign Local 639 (E)

Change # : CN01-2005Loc639Sign

Craft : **Painter** Effective Date : **08/01/2007** Last Posted : **12/09/2005**

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Painter-Sign Erector			\$20.00	\$2.36	\$1.25	\$0.25	\$1.56	\$0.00	\$0.00	\$25.42	\$35.42
Spray Painter			\$19.24	\$2.36	\$1.25	\$0.25	\$1.51	\$0.00	\$0.00	\$24.61	\$34.23
Metal Sign Fabricator			\$19.24	\$2.36	\$1.25	\$0.25	\$1.51	\$0.00	\$0.00	\$24.61	\$34.23
Neon Bender			\$19.24	\$2.36	\$1.25	\$0.25	\$1.51	\$0.00	\$0.00	\$24.61	\$34.23
Plastic Fabricator			\$19.24	\$2.36	\$1.25	\$0.25	\$1.51	\$0.00	\$0.00	\$24.61	\$34.23
Sign Erector Apprentice	Percent										
1000 hrs	55.00		\$11.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$15.48	\$20.98
2000 hrs	60.00		\$12.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$16.48	\$22.48
3000 hrs	65.00		\$13.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$17.48	\$23.98
4000 hrs	70.00		\$14.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$18.48	\$25.48
5000 hrs	75.00		\$15.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$19.48	\$26.98
6000 hrs	80.00		\$16.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$20.48	\$28.48
7000 hrs	90.00		\$18.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$22.48	\$31.48
8000 hrs	95.00		\$19.00	\$2.36	\$0.50	\$0.25	\$1.37	\$0.00	\$0.00	\$23.48	\$32.98

Special Calculation Note : Metal Fabricator,Neorn Bendor,Plastic-Fabricator Apprentice Rates Below:

1000hrs- 55% plus (\$2.36 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$.90)

2000hrs- 60% plus (\$2.36 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$.96)

3000hrs- 65% plus (\$2.36 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$1.02)

4000hrs- 70% plus (\$2.36 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$1.08)

5000hrs- 75% plus (\$2.36 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.15)

6000hrs- 80% plus (\$2.36 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.21)

7000hrs- 90% plus (\$2.36 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.34)

8000hrs- 95% plus (\$2.36 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.40)

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

CRAWFORD, ERIE, HURON, LORAIN,
MARION, MORROW, SANDUSKY, SENECA,
WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy I

Change # : CN01-2008Loc18hevhwyI

Craft : Operating Engineer **Effective Date :** 05/02/2008 **Last Posted :** 05/02/2008

				Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate	
Classification												
Operator-Class 1			\$30.03	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$40.88	\$55.90	
Class 2			\$29.93	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$40.78	\$55.75	
Class 3			\$28.89	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$39.74	\$54.19	
Class 4			\$27.67	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$38.52	\$52.36	
Class 5			\$22.38	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$33.23	\$44.42	
Class 6			\$30.28	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$41.13	\$56.27	
Class 7			\$30.28	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$41.13	\$56.27	
Class 8			\$30.53	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$41.38	\$56.65	
Great Lakes Floating Agreement												
Class 1			\$36.03	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$46.88	\$64.90	
Class 2			\$34.53	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$45.38	\$62.65	
Class 3			\$30.73	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$41.58	\$56.95	
Class 4			\$25.55	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$36.40	\$49.18	
Apprentice			Percent									
1st Year			50.03	\$15.02	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$25.87	\$33.39
2nd Year			60.00	\$18.02	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$28.87	\$37.88
3rd Year			70.00	\$21.02	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$31.87	\$42.38
4th Year			80.00	\$24.02	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$34.87	\$46.89
Field Mech Trainee												

1st year	49.85	\$14.97	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$25.82	\$33.30
2nd year	59.80	\$17.96	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$28.81	\$37.79
3rd year	69.75	\$20.95	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$31.80	\$42.27
4th year	79.71	\$23.94	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$34.79	\$46.76

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

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

For every (5) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

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

Special Jurisdictional Note :

Details :

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

Class 1 - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types); Derricks (all types); Draglines; Elevating Graders or Euclid Loaders; Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Locomotives (standard guage); Maintenance Operators (class A); Mixers, paving (single or double drum); Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Side Booms; Slip Form Pavers; Tower Dericks; Trench Machines; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators;Industrial-type tractors; Jet Engine - Dryer (D8 or D9) Diesel Tractors Mucking Machines; Multiple Scrapers; Tree Shreddes. Horizontal Directional Drill (Over 500,000 ft.lbs.thrust) and Rough Terrain Forklift with Winch/Hoist; Compact Cranes,track or rubber over 4,000 pound capacity, self-erecting cranes:stationary,track or truck (all configurations) bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and / or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; ;Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail

Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt All rotomills, grinders and planers of all types.

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); All Asphalt Rollers; Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insert/Remover; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines and Generators; Material hoist/elevators.

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

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

Class 6 - Master Mechanic

Class 7 - Crane Boom 150ft.- 180ft

Class 8 - Crane Boom over 180 ft.

GREAT LAKES FLOATING AGREEMENT

Class 1 -Diver,Wet Tender,Engineer,(hyd.Dredge)

Class 2-Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman(Hyd Dredge) Diver Tender.

Class 3-Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery.

Class4-Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand,

Deck Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Tug Operator.

Prevailing Wage Rate Skilled Crafts

Name of Union: Tile Layer Local 36

Change # : CN01-2008Loc36

Craft : Bricklayer **Effective Date :** 06/09/2008 **Last Posted :** 06/09/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Tile Layer			\$27.92	\$5.35	\$3.75	\$0.64	\$1.85	\$0.00	\$0.00	\$39.51	\$53.47
Apprentice	Percent										
1st 30 days	35.00		\$9.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.77	\$14.66
NEXT 6 months	40.00		\$11.17	\$5.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.52	\$22.10
2nd 6 months is 1st year	45.00		\$12.56	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$22.30	\$28.59
3rd 6 months	50.00		\$13.96	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$23.70	\$30.68
4th 6 months	58.00		\$16.19	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$25.93	\$34.03
5th 6 months	65.00		\$18.15	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$27.89	\$36.96
6th 6 months is 3rd year	75.00		\$20.94	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$30.68	\$41.15
7th 6 months is 3rd year	82.00		\$22.89	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$32.63	\$44.08
8th 6 months is 3rd year	90.00		\$25.13	\$5.35	\$3.75	\$0.64	\$0.00	\$0.00	\$0.00	\$34.87	\$47.43

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

Ratio :

5 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : CN01-2008Loc18zoneIV

Craft : Operating Engineer **Effective Date :** 05/02/2008 **Last Posted :** 05/02/2008

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Operator-Class 1			\$32.13	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$42.98	\$59.05
Class 2			\$31.98	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$42.83	\$58.82
Class 3			\$30.53	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$41.38	\$56.65
Class 4			\$29.75	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$40.60	\$55.48
Class 5			\$29.43	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$40.28	\$55.00
Class 6			\$22.35	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$33.20	\$44.38
Class 7			\$32.63	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$43.48	\$59.80
Class 8			\$32.88	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$43.73	\$60.17
Class 9			\$33.13	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$43.98	\$60.55
Apprentice		Percent									
1st Year		59.72	\$19.19	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$30.04	\$39.63
2nd Year		69.68	\$22.39	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$33.24	\$44.43
3rd Year		79.60	\$25.58	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$36.43	\$49.21
4th Year		89.58	\$28.78	\$6.31	\$4.00	\$0.50	\$0.00	\$0.00	\$0.04	\$39.63	\$54.02

Special Calculation Note : OTHER IS: EDUCATION & SAFETY

Ratio :

For every 5 Operating Engineer Journeymen
Employed on a project, there may be employed 1
Registered Apprentice

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

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

Special Jurisdictional Note :

Details :

Class 1 - A-Frames; Boiler Operators; Compressor Operators; Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (Piggyback Operation); Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete mixers & Towers; All Concrete Pumps;(Cranes all Types),Cranes-Self Erecting Stationary Track or Truck (all configurations), Cranes-compact: track or rubber over 4,000lbs. capacity, Hydraulic Gantry Lift System. Derricks (all types); Draglines; Dredgers (dipper, clam or suction); 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (all types); Hoists (with two or more drums in use); Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Robotics Equipment, Operator/Mechanic; Rotary Drills (all), used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boat; Rough Terrain;Forklift with Winch/Hoist

Class 2 - Asphalt Pavers; Bulldozers; CMI type Equipment; Kolman-Type Loaders (Dirt Loading); Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Endloaders,Instrument Man, Rotomills, Grinders and Planers of all types, Vermeer-type concrete saw.

Class 3 - Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Boilers (over 15 lbs pressure); Hoists (with one drum); House Elevators (except those with automatic call button control); Man Lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Trench Machines (24 inches and under); Utility Operators; Laser Screeds and Like Equipment

Class 4 - Compressors, on Building Construction; Conveyors, building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Generators; Guniting Machines; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators;

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

Class 6 - Oilers,Helpers, Signalmen; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Submersible Pumps (under 4 inch discharge); Bob Cat - type and/or Skid Steer Loader with any and all attachments; Barrier Moving Machines (additional duty,paid same rate) Cranes-compact-compact: track or rubber under 4,000lbs capacity. Inboard-Outboard Motor Boat Launches; Light Plant Operators; Power Boilers (less than 15 lbs. pressure); Grade Checker, VAC/ALLS; Rod Man,

Class 7 - Master Mechanic

Class 8 - Boom & Jib 200 feet and over

Class 9 - Boom & Jib 300 feet and over

Prevailing Wage Rate Skilled Crafts

Name of Union: Electric Locals 71 & 245
Outside Utility Power PENDING

Change # : CN01-2007Locs71&245

Craft : Lineman **Effective Date :** 01/01/2008 **Last Posted :** 09/24/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$30.23	\$4.75	\$0.84	\$0.21	\$0.00	\$4.32	\$0.00	\$40.35	\$55.47
Cable Splicer			\$31.65	\$4.75	\$0.88	\$0.22	\$0.00	\$4.52	\$0.00	\$42.02	\$57.85
Equipment Mechanic "C"			\$19.54	\$4.75	\$0.54	\$0.14	\$0.00	\$2.79	\$0.00	\$27.76	\$37.53
Equipment Mechanic "B"			\$21.84	\$4.75	\$0.60	\$0.15	\$0.00	\$3.12	\$0.00	\$30.46	\$41.38
Equipment Mechanic "A"			\$24.12	\$4.75	\$0.67	\$0.17	\$0.00	\$3.45	\$0.00	\$33.16	\$45.22
Operator "C"			\$19.54	\$4.75	\$0.54	\$0.14	\$0.00	\$2.79	\$0.00	\$27.76	\$37.53
Operator "B"			\$24.12	\$4.75	\$0.67	\$0.17	\$0.00	\$3.45	\$0.00	\$33.16	\$45.22
Operator "A"			\$27.18	\$4.75	\$0.75	\$0.19	\$0.00	\$3.89	\$0.00	\$36.76	\$50.35
Operator w/ current employer 1yr or more prior to 9/2/02			\$26.38	\$4.75	\$0.73	\$0.18	\$0.00	\$3.77	\$0.00	\$35.81	\$49.00
Line Truck w/ Auger			\$21.52	\$4.75	\$0.60	\$0.15	\$0.00	\$3.08	\$0.00	\$30.10	\$40.86
Groundman / Truck Dr. 0- 12 months			\$15.12	\$4.75	\$0.42	\$0.10	\$0.00	\$2.16	\$0.00	\$22.55	\$30.11

Groundman / Truck Dt. 0-12 months w/ CDL	\$16.63	\$4.75	\$0.46	\$0.11	\$0.00	\$2.38	\$0.00	\$24.33	\$32.65
Groundman / Truck Dr. 1 year or more	\$16.63	\$4.75	\$0.46	\$0.11	\$0.00	\$2.38	\$0.00	\$24.33	\$32.65
Groundman/ Truck Dr. 1 year or more w/CDL	\$19.65	\$4.75	\$0.54	\$0.14	\$0.00	\$2.81	\$0.00	\$27.89	\$37.71

Apprentice Lineman & Substation	Percent									
1st 6 Mo	60.00	\$18.14	\$4.75	\$0.50	\$0.13	\$0.00	\$2.59	\$0.00	\$26.11	\$35.18
2nd 6 Mo	65.00	\$19.65	\$4.75	\$0.54	\$0.14	\$0.00	\$2.81	\$0.00	\$27.89	\$37.71
3rd 6 Mo	70.00	\$21.16	\$4.75	\$0.59	\$0.15	\$0.00	\$3.03	\$0.00	\$29.68	\$40.26
4th 6 Mo	75.00	\$22.67	\$4.75	\$0.63	\$0.16	\$0.00	\$3.24	\$0.00	\$31.45	\$42.79
5th 6 Mo	80.00	\$24.18	\$4.75	\$0.67	\$0.17	\$0.00	\$3.46	\$0.00	\$33.23	\$45.33
6th 6 Mo	85.00	\$25.70	\$4.75	\$0.71	\$0.18	\$0.00	\$3.67	\$0.00	\$35.01	\$47.85
7th 6 Mo	90.00	\$27.21	\$4.75	\$0.75	\$0.19	\$0.00	\$3.89	\$0.00	\$36.79	\$50.39

Special Calculation Note : Substation Technician Journeyman \$30.23 plus
(\$4.75 Health&Welfare)+ (\$.84 Pension)+(\$4.32 Annunity)+(.21 App. Training)

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

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

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

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

Prevailing Wage Rate Laborers

Name of Union: Labor Local 758 Building

Change # : CN01-2008Loc758

Classification : Laborer **Effective Date :** 05/12/2008 **Last Posted :** 05/12/2008

	BHR	H&W	Pension	App Tr.	Total PWR	Overtime Rate
Classification						
Laborer Group 1	\$24.57	\$4.40	\$2.20	\$0.20	\$31.37	\$43.66
Group 2	\$24.77	\$4.40	\$2.20	\$0.20	\$31.57	\$43.96
Group 3	\$25.17	\$4.40	\$2.20	\$0.20	\$31.97	\$44.56
Group 4	\$17.04	\$4.40	\$2.20	\$0.20	\$23.84	\$32.36
Group 5	\$20.46	\$4.40	\$2.20	\$0.20	\$27.26	\$37.49

Classification Description :

Group 1

Building and Construction Laborer, Asbestos Removal, Lead Abatement, Hazardous Waste Removal, Signalman, Tool Cribman, Carpenter Tenders, Finisher Tender, Concrete Handler, Utility Construction Laborer, Guard Rail Erector, Deep Cleaning (Laborer who will perform "white glove cleaning" on any type of work).

Group 2

Bottom Men, Scaffold Builders, Tunnel Laborer, Pipe Layer, Air & Power Driven Tools, Burner on Demolition Work,, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Man & Dynamite Blasters, Creosote Worker, Mortar Mixer, Form Setter, Mason Tender, Concrete Tender, Plasterer Tender, Hod Carrier, Laser Beam Set-up Man. All work involving refractory materials including demolition of refractory materials.

Group 3

Gunnite Operation, Lancer, Bellman, Hook-up Man on Blast Furnace Work and Toxic/Hazardous Waste

Group 4

Watchman

Group 5

Parking, Grading, Landscaping and General Clean-up

Jurisdiction (* denotes special jurisdictional note) :

LORAIN

Special Jurisdictional Note :

Prevailing Wage Rate Laborers

Name of Union: Labor HewHwy 2

Change # : CN01-2008HewHwy2

Classification : Laborer **Effective Date :** 05/01/2008 **Last Posted :** 04/30/2008

	BHR	H&W	Pension	App Tr.	Total PWR	Overtime Rate
Classification						
Group 1	\$25.45	\$4.40	\$2.20	\$0.25	\$32.30	\$45.03
Group 2	\$25.62	\$4.40	\$2.20	\$0.25	\$32.47	\$45.28
Group 3	\$25.95	\$4.40	\$2.20	\$0.25	\$32.80	\$45.78
Group 4	\$26.40	\$4.40	\$2.20	\$0.25	\$33.25	\$46.45
Watch Person	\$17.75	\$4.40	\$2.20	\$0.25	\$24.60	\$33.48
APPRENTICES						
0-1000 hrs	\$15.27	\$4.40	\$2.20	\$0.25	\$22.12	\$29.75
1001-2000 hrs	\$17.82	\$4.40	\$2.20	\$0.25	\$24.67	\$33.58
2001-3000 hrs	\$20.36	\$4.40	\$2.20	\$0.25	\$27.21	\$37.39
3001-4000 hrs	\$22.91	\$4.40	\$2.20	\$0.25	\$29.76	\$41.22
More than 4000 hrs	\$25.45	\$4.40	\$2.20	\$0.25	\$32.30	\$45.03

Special Calculation Note : Watchman has no Apprentices

Classification Description :

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

Ratio: 1 Journeymen to 1 Apprentice

4 Journeymen to 1 Apprentice thereafter

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator,

Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

Group 2

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

Group 3

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

Group 4

Miner, Welder, Guniting Nozzle Person

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

Special Jurisdictional Note :

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2007BldgHevHwy

Craft : Truck Driver **Effective Date :** 05/01/2009 **Last Posted :** 07/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Truck Driver CLASS 1 4 wheel service trucks- 4 wheel dump trucks - Batch trucks - Oil Distributor - Ashphalt Distrisbutor- Tandems			\$22.08	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$33.59	\$44.63
Apprentice	Percent										
First 6 months	63.95	\$14.12	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$25.63	\$32.69
7-12 months	67.95	\$15.00	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$26.51	\$34.02
13-18 months	71.95	\$15.89	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$27.40	\$35.34
19-24 months	75.95	\$16.77	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$28.28	\$36.66
25-30 months	79.99	\$17.66	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$29.17	\$38.00
31-36 months	84.95	\$18.76	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$30.27	\$39.65

37-42 months	90.00	\$19.87	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$31.38	\$41.32
43-48 months	94.99	\$20.97	\$6.11	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$32.48	\$42.97

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

** Asphalt - Oil spraybar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2007BldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2008 Last Posted : 07/10/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spraybar men-5 Axel & Over -Belly Dumps-End Dumps-Articulated Dump Trucks-Low boys-Heavy duty Equipment (irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)			\$22.35	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$32.86	\$44.04
Apprentice		Percent									

First 6 months	64.00	\$14.30	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$24.81	\$31.97
7-12 months	67.95	\$15.19	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$25.70	\$33.29
13-18 months	71.95	\$16.08	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$26.59	\$34.63
19-24 months	75.99	\$16.98	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$27.49	\$35.99
25-30 months	80.00	\$17.88	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$28.39	\$37.33
31-36 months	84.95	\$18.99	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$29.50	\$38.99
37-42 months	89.99	\$20.11	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$30.62	\$40.68
43-48 months	95.00	\$21.23	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$31.74	\$42.36

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**** Asphalt - Oil spraybar man when operating from cab shall recieve \$0.20 cents per hour above their Basic Hourly Rate.**

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheetmetal Local 33 (Vermilion) Decking

Change # : CN01-2007Loc33(Vermil)Deck

Craft : Sheetmetal Worker Effective Date : 10/09/2007 Last Posted : 10/09/2007

Fringe Benefit Payments											
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Sheetmetal Worker Decking & Siding			\$19.34	\$5.66	\$5.24	\$0.38	\$0.00	\$0.00	\$0.91	\$31.53	\$41.20
Decking & Siding Specialty Trainees	Percent										
1st 30 days	64.28	\$12.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.43	\$18.65
2nd thru 6th months	64.28	\$12.43	\$5.66	\$5.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.33	\$29.55
7th thru 12th months	64.28	\$12.43	\$5.66	\$5.24	\$0.38	\$0.00	\$0.00	\$0.00	\$0.70	\$24.41	\$30.63
2nd year	78.56	\$15.19	\$5.66	\$5.24	\$0.38	\$0.00	\$0.00	\$0.00	\$0.78	\$27.25	\$34.85

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON, LORAIN, SANDUSKY

Special Jurisdictional Note :

Details :

Work but not limited to: Exterior application of manufactured and/or job site fabricated metal decking,

siding and exterior appurtenances thereto. The erection of pre-engineered metal buildings, pre-manufactured gas stations and appurtenances thereto. The installation of metal roofs and appurtenances. The erection and/or job site fabrication of draft or fire curtains and appurtenances thereto.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 42

Change # : CN01-2007Loc42

Craft : Plumber/Pipefitter Effective Date : 07/02/2007 Last Posted : 07/02/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Plumber-Pipefitter			\$26.30	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$41.20	\$54.35
Apprentice	Percent										
1st Year	40.00		\$10.52	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$25.42	\$30.68
2nd 6 Months	45.00		\$11.84	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$26.73	\$32.65
2nd Year	50.00		\$13.15	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$28.05	\$34.63
2nd 6 Months	55.00		\$14.47	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$29.37	\$36.60
3rd Year	60.00		\$15.78	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$30.68	\$38.57
2nd 6 Months	65.00		\$17.10	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$32.00	\$40.54
4th Year	70.00		\$18.41	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$33.31	\$42.52
2nd 6 Months	75.00		\$19.73	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$34.63	\$44.49
5th Year	80.00		\$21.04	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$35.94	\$46.46
2nd 6 Months	85.00		\$22.35	\$6.20	\$7.75	\$0.95	\$0.00	\$0.00	\$0.00	\$37.26	\$48.43

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

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

No apprentice shall be employed in any shop unless one journeyman is employed steadily, with the following ratio:

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

1 Journeyman to 1 Apprentice
2 Journeymen to 2 Apprentice and
1 Apprentice to every five Journeymen, with no maximum.

Water Treatment Work described below is a ratio of:

1 Journeyman to 1 Apprentice

Special Jurisdictional Note :

Details :

Includes but not limited to : all water services from main to building including water meters and water meter foundations, all lawn sprinkler work including piping, fittings, and lawn sprinkler heads, all power plant piping of every description. All fire extinguishing systems and piping whether by water, steam, gas, or chemical, fire alarm piping and control tubing.

On Water Treatment Plants, waste water treatment plants, prefabricated water treatment plants, lift stations, elevated water tanks, meter vaults, underground work on site at treatment, water mains and fire protection external mains, all construction work on public utilities obtained by employer other than plumbing and heating.

On all construction projects wherein the work involves sanitary sewers, storm sewers and water lines (site work) performed outside the structure of the building.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Local 509 NE Interior Systems

Change # : CN01-2006JurLoc509Int Systems

Craft : Carpenter Effective Date : 05/01/2007 Last Posted : 06/08/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Carpenter- Window Shade- Venetian Blinds- Drapery- Installer			\$15.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.50	\$23.25
Apprentice	Percent										
1st six months	50.00		\$7.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.75	\$11.63
2nd six months	57.00		\$8.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.83	\$13.25
3rd six months	64.00		\$9.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.92	\$14.88
4th six months	71.00		\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$16.51
5th six months	85.00		\$13.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.17	\$19.76

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

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

(4) Journeymen - (1) Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Local 509 NE Interior Systems

Change # : CN01-2006JurLoc509Int Systems

Craft : Carpenter Effective Date : 06/01/2008 Last Posted : 06/08/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Carpenter- Window Shade- Venetian Blinds- Drapery- Installer			\$15.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.50	\$23.25
Apprentice	Percent										
1st six months	50.00		\$7.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7.75	\$11.63
2nd six months	57.00		\$8.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.83	\$13.25
3rd six months	64.00		\$9.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.92	\$14.88
4th six months	71.00		\$11.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.00	\$16.51
5th six months	85.00		\$13.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.17	\$19.76

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

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

(4) Journeymen - (1) Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : CN02-2006Loc744

Craft : Boilermaker Effective Date : 07/24/2006 Last Posted : 07/24/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Boilermaker			\$32.34	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$49.67	\$65.84
Apprentice	Percent										
1st 6 months	70.00		\$22.64	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$39.97	\$51.29
2nd 6 months	72.52		\$23.45	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$40.78	\$52.51
3rd 6 months	75.00		\$24.26	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$41.59	\$53.71
4th 6 months	77.53		\$25.07	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$42.40	\$54.94
5th 6 months	80.02		\$25.88	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$43.21	\$56.15
6th 6 months	85.00		\$27.49	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$44.82	\$58.56
7th 6 months	90.00		\$29.11	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$46.44	\$60.99
8th 6 months	95.02		\$30.73	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$48.06	\$63.42
Helper 0-1000 HRS	60.00		\$19.40	\$6.82	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00	\$36.73	\$46.44

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

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

5 Journeymen to 1 Apprentice to 1 Helper

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason/ BAC Local 5
(Lorain Only)

Change # : CN01-2007Loc5

Craft : Bricklayer **Effective Date :** 10/01/2008 **Last Posted :** 04/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Cement Mason			\$29.82	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$39.75	\$54.66
Apprentice	Percent										
1st 6 months	50.00	\$14.91	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$24.84	\$32.30	
2nd 6 months	55.00	\$16.40	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$26.33	\$34.53	
3rd 6 months	60.00	\$17.89	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$27.82	\$36.77	
4th 6 months	65.00	\$19.38	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$29.31	\$39.00	
5th 6 months	70.00	\$20.87	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$30.80	\$41.24	
6th 6 months	75.00	\$22.37	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$32.30	\$43.48	
7th 6 months	80.00	\$23.86	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$33.79	\$45.71	
8th 6 months	85.00	\$25.35	\$5.70	\$3.85	\$0.00	\$0.00	\$0.00	\$0.38	\$35.28	\$47.95	

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

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

LORAIN

Special Jurisdictional Note :

Details :

Worker shall finish all concrete construction, such as buildings, bridges, silos, elevators, smokestacks, curbs, gutters, sidewalks, roofs, mass reinforced concrete slabs and all flat surfaces of cement.

The operation and control of all type's of vacuum mats used in the drying of cement floors in preparing same for machines, mastic or composition flooring, when laid free hand. Finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form composition, magnesite rubbing and grinding and nail coat weather done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose they may be used for in connection with the trade.

Rodding, spreading and tamping of all concrete spreading off all top materials, sills, copings, steps, stairs, and risers and running all cement magnesite composition, oxide chloride & plastic materials (6" base or less). All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc. machine or carborundum stone on all concrete construction, setting of all strips, stakes and grades. The operation of all cement guns, the cement nozzle and finishing all material applied by gun. Laying and finishing gypsum material roof.

.All dry packing, grouting & finishing in connection with setting all machinery, such as engines, pumps, generators, air compressors tanks and so fourth that are set on concrete foundations. Waterproofing concrete foundations when using a cement base.

The work of grading concrete with a rake when brought to grade. Curing finished concrete by chemical compounds. Setting and nailing all expansion strips for concrete floors in buildings, sidewalks, and driveways, setting all metal forms regardless of height, cutting and sawing joints, whether done by hand or machine, filling of all joints, grouting of all machinery, plates and anchor bolts. Worker shall have the right to use all the tools necessary to complete his work. All form work not composed of any more than one piece of material shall be set by worker.

When pouring concrete slabs or any concrete, the surface of which is to be struck off to a given line, all workers necessary to finish same shall start at work when the pour begins. This applies also to pouring of topping on old slabs or any other surface. Curing, hardeners and sealers used on finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be the work of cement mason. Spreading, darbying, trowelling, screeding or all types of magnesium oxychloride cement composition floors, shall be work of cement mason. The preparation of all sub-floor surfaces, bonding, the preparation and installation of ground not be defeated.

No restriction on the use of the finishing or floating machines.

Using concrete saws for cutting construction joints on new work, and filling such joints with material such as latex, epoxies, lead, mastic, tar and similar material shall be done. Curing of all kinds water, burlap, and all emulsion spray cures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason/ BAC Local 5
(Lorain Only)

Change # : CN01-2007Loc5

Craft : Bricklayer **Effective Date :** 05/01/2009 **Last Posted :** 04/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Cement Mason			\$30.97	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.56	\$57.05
Apprentice	Percent										
1st 6 months	50.00		\$15.49	\$5.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.43	\$29.18
2nd 6 months	55.00		\$17.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$27.62	\$36.14
3rd 6 months	60.00		\$18.58	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$29.17	\$38.46
4th 6 months	65.00		\$20.13	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$30.72	\$40.79
5th 6 months	70.00		\$21.68	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$32.27	\$43.11
6th 6 months	75.00		\$23.23	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$33.82	\$45.43
7th 6 months	80.00		\$24.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$35.37	\$47.75
8th 6 months	85.00		\$26.32	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$36.91	\$50.08

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

Ratio :

5 Journeymen to 1 Apprentice
per shop

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

LORAIN

Special Jurisdictional Note :

Details :

Worker shall finish all concrete construction, such as buildings, bridges, silos, elevators, smokestacks, curbs, gutters, sidewalks, roofs, mass reinforced concrete slabs and all flat surfaces of cement.

The operation and control of all type's of vacuum mats used in the drying of cement floors in preparing same for machines, mastic or composition flooring, when laid free hand. Finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form composition, magnesite rubbing and grinding and nail coat weather done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose they may be used for in connection with the trade.

Rodding, spreading and tamping of all concrete spreading off all top materials, sills, copings, steps, stairs, and risers and running all cement magnesite composition, oxide chloride & plastic materials (6" base or less). All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc. machine or carborundum stone on all concrete construction, setting of all strips, stakes and grades. The operation of all cement guns, the cement nozzle and finishing all material applied by gun. Laying and finishing gypsum material roof.

.All dry packing, grouting & finishing in connection with setting all machinery, such as engines, pumps, generators, air compressors tanks and so fourth that are set on concrete foundations. Waterproofing concrete foundations when using a cement base.

The work of grading concrete with a rake when brought to grade. Curing finished concrete by chemical compounds. Setting and nailing all expansion strips for concrete floors in buildings, sidewalks, and driveways, setting all metal forms regardless of height, cutting and sawing joints, whether done by hand or machine, filling of all joints, grouting of all machinery, plates and anchor bolts. Worker shall have the right to use all the tools necessary to complete his work. All form work not composed of any more than one piece of material shall be set by worker.

When pouring concrete slabs or any concrete, the surface of which is to be struck off to a given line, all workers necessary to finish same shall start at work when the pour begins. This applies also to pouring of topping on old slabs or any other surface. Curing, hardeners and sealers used on finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be the work of cement mason. Spreading, darbying, trowelling, screeding or all types of magnesium oxychloride cement composition floors, shall be work of cement mason. The preparation of all sub-floor surfaces, bonding, the preparation and installation of ground not be defeated.

No restriction on the use of the finishing or floating machines.

Using concrete saws for cutting construction joints on new work, and filling such joints with material such as latex, epoxies, lead, mastic, tar and similar material shall be done. Curing of all kinds water, burlap, and all emulsion spray cures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electric Locals 71 & 245
High Tension Pipe Cable PENDING

Change # : CN01-2007Locs71&245

Craft : Lineman Effective Date : 01/01/2008 Last Posted : 09/24/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$31.88	\$3.75	\$0.80	\$0.08	\$0.00	\$4.02	\$0.00	\$40.53	\$56.47
Welder- Cable Splicer-X-ray Tech			\$31.88	\$3.75	\$0.80	\$0.08	\$0.00	\$4.02	\$0.00	\$40.53	\$56.47
Equipment Mechanic "C"			\$20.62	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$27.55	\$37.86
Equipment Mechanic "B"			\$23.03	\$3.75	\$0.58	\$0.06	\$0.00	\$2.91	\$0.00	\$30.33	\$41.85
Equipment Mechanic "A"			\$25.44	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$33.10	\$45.82
New Hires AFTER 9/1/02 Operator "C"			\$20.62	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$27.55	\$37.86
Operator "B"			\$25.44	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$33.10	\$45.82
Operator "A"			\$28.66	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$36.81	\$51.14
Operator PRIOR to 9/1/02 1 yr or more			\$27.32	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$35.47	\$49.13
Groundman / Truck Dr. 0-12 months			\$15.94	\$3.75	\$0.39	\$0.04	\$0.00	\$1.93	\$0.00	\$22.05	\$30.02

Groundman/ Truck Dr. 0 months to 12 mos w/CDL year	\$17.53	\$3.75	\$0.40	\$0.04	\$0.00	\$2.01	\$0.00	\$23.73	\$32.50
Groundman / Truck Dr. 1 year or over	\$17.53	\$3.75	\$0.45	\$0.04	\$0.00	\$2.25	\$0.00	\$24.02	\$32.78
Groundman/ Truck Dr. 1 year or over w/ CDL	\$20.72	\$3.75	\$0.47	\$0.05	\$0.00	\$2.33	\$0.00	\$27.32	\$37.68

Apprentice	Percent									
1st 6 Mo	60.00	\$19.13	\$3.75	\$0.48	\$0.05	\$0.00	\$2.41	\$0.00	\$25.82	\$35.38
2nd 6 Mo	65.00	\$20.72	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$27.65	\$38.01
3rd 6 Mo	70.00	\$22.32	\$3.75	\$0.56	\$0.06	\$0.00	\$2.81	\$0.00	\$29.50	\$40.65
4th 6 Mo	75.00	\$23.91	\$3.75	\$0.60	\$0.06	\$0.00	\$3.01	\$0.00	\$31.33	\$43.29
5th 6 Mo	80.00	\$25.50	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$33.16	\$45.92
6th 6 Mo	85.00	\$27.10	\$3.75	\$0.68	\$0.07	\$0.00	\$3.41	\$0.00	\$35.01	\$48.56
7th 6 Mo	90.00	\$28.69	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$36.84	\$51.19

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

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

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

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

(1) Journeyman Lineman to (1) Apprentice

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 3

Change # : CN02-2007Loc3

Craft : Asbestos Worker Effective Date : 08/01/2008 Last Posted : 01/04/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Asbestos Insulation Worker			\$34.38	\$5.75	\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.13	\$64.32
Fire Stop Technician			\$28.23	\$5.75	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.98	\$52.10
Apprentice	Percent										
1st year	48.06		\$16.52	\$5.75	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.27	\$31.53
2nd year	58.75		\$20.20	\$5.75	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.95	\$38.05
3rd year	69.45		\$23.88	\$5.75	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.63	\$44.57
4th year	80.15		\$27.56	\$5.75	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.31	\$51.08

Special Calculation Note :

Ratio :

4 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Erie Cnty:includes to the Sandusky city limits. Ashtabula cnty:include townships of Ashtabula, Austinburg, Geneva, Harpersville, Jefferson, Plymouth and Saybrook).

Ashtabula (except the townships listed above)

Ashland, Carroll, Coshocton, Columbiana, Harrison, Holmes, Medina, Portage, Richland, Stark, Trumbull, Tuscarawas, Wayne

Details :

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing,

dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foamglass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

Prevailing Wage Rate Skilled Crafts

Name of Union: BAC/Cement Mason Heavy Highway A & B

Change # : CN02-2006HvyHwy

Craft : Bricklayer Effective Date : 06/12/2006 Last Posted : 06/12/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer A Highway			\$24.53	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$32.80	\$45.07
Bricklayer B Sewer & Water Treatment			\$25.53	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$33.80	\$46.57
Apprentice (B)											
1st year (B)			\$12.77	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$21.04	\$27.42
2nd year (B)			\$17.88	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$26.15	\$35.09
3rd year (B)			\$22.98	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$31.25	\$42.74
Apprentice (A)	Percent										
1st year	50.00		\$12.27	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$20.53	\$26.67
2nd year	70.00		\$17.17	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$25.44	\$34.03
3rd year	90.00		\$22.08	\$5.70	\$2.25	\$0.32	\$0.00	\$0.00	\$0.00	\$30.35	\$41.39

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

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

3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside
Municipal Power & RTA
(Greater Cleveland Chapter)

Change # : CN1-2008Loc71out

Craft : Lineman **Effective Date :** 04/11/2008 **Last Posted :** 04/11/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$34.91	\$4.75	\$1.05	\$0.27	\$0.00	\$6.99	\$0.00	\$47.97	\$65.42
Cable Splicer			\$34.91	\$4.75	\$1.05	\$0.27	\$0.00	\$6.99	\$0.00	\$47.97	\$65.42
Equip. Operator			\$31.42	\$4.75	\$0.95	\$0.24	\$0.00	\$6.29	\$0.00	\$43.65	\$59.36
Groundman 1 year plus			\$24.44	\$4.75	\$0.74	\$0.19	\$0.00	\$4.89	\$0.00	\$35.01	\$47.23
Groundman 0 to 12 months			\$20.95	\$4.75	\$0.63	\$0.16	\$0.00	\$4.19	\$0.00	\$30.68	\$41.15
Apprentice	Percent										
1st 6 months	60.00		\$20.95	\$4.75	\$0.63	\$0.16	\$0.00	\$4.19	\$0.00	\$30.68	\$41.15
2nd 6 months	65.00		\$22.69	\$4.75	\$0.69	\$0.17	\$0.00	\$4.54	\$0.00	\$32.84	\$44.19
3rd 6 months	70.02		\$24.44	\$4.75	\$0.74	\$0.19	\$0.00	\$4.89	\$0.00	\$35.01	\$47.24
4th 6 months	75.00		\$26.18	\$4.75	\$0.79	\$0.20	\$0.00	\$5.24	\$0.00	\$37.16	\$50.25
5th 6 months	80.00		\$27.93	\$4.75	\$0.84	\$0.21	\$0.00	\$5.59	\$0.00	\$39.32	\$53.28
6th 6 months	85.00		\$29.67	\$4.75	\$0.89	\$0.23	\$0.00	\$5.94	\$0.00	\$41.48	\$56.32

7th 6 months	90.02	\$31.43	\$4.75	\$0.95	\$0.24	\$0.00	\$6.29	\$0.00	\$43.66	\$59.37
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Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

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

(2) Journeymen to (1) Groundman

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside
(Greater Cleveland Chapter)

Change # : CN1-2008Loc71out

Craft : Lineman **Effective Date :** 04/11/2008 **Last Posted :** 04/11/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$36.72	\$4.75	\$1.11	\$0.28	\$0.00	\$7.35	\$0.00	\$50.21	\$68.57
Cable Splicer			\$36.72	\$4.75	\$1.11	\$0.28	\$0.00	\$7.35	\$0.00	\$50.21	\$68.57
Equip. Operator			\$33.05	\$4.75	\$1.00	\$0.25	\$0.00	\$6.61	\$0.00	\$45.66	\$62.18
Groundman 0 to 12 months			\$22.03	\$4.75	\$0.66	\$0.17	\$0.00	\$4.41	\$0.00	\$32.02	\$43.03
Groundman 1 year plus			\$25.71	\$4.75	\$0.78	\$0.20	\$0.00	\$5.15	\$0.00	\$36.59	\$49.45
Apprentice Linemen	Percent										
1st 6 months	60.00		\$22.03	\$4.75	\$0.67	\$0.17	\$0.00	\$4.41	\$0.00	\$32.03	\$43.05
2nd 6 months	65.00		\$23.87	\$4.75	\$0.72	\$0.18	\$0.00	\$4.78	\$0.00	\$34.30	\$46.23
3rd 6 months	70.00		\$25.70	\$4.75	\$0.78	\$0.20	\$0.00	\$5.15	\$0.00	\$36.58	\$49.44
4th 6 months	75.00		\$27.54	\$4.75	\$0.83	\$0.21	\$0.00	\$5.51	\$0.00	\$38.84	\$52.61
5th 6 months	80.00		\$29.38	\$4.75	\$0.89	\$0.22	\$0.00	\$5.88	\$0.00	\$41.12	\$55.80
6th 6 months	85.00		\$31.21	\$4.75	\$0.94	\$0.24	\$0.00	\$6.25	\$0.00	\$43.39	\$59.00

7th 6 months	90.00	\$33.05	\$4.75	\$1.00	\$0.25	\$0.00	\$6.61	\$0.00	\$45.66	\$62.18
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Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

2 Journeymen Lineman to 1Groundman

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71
DOT/Traffic Signal/Highway Lighting
(Greater Cleveland Chapter)

Change # : **CN1-2008Loc71out**

Craft : **Lineman** **Effective Date :** **04/11/2008** **Last Posted :** **04/11/2008**

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Journeyman Lineman			\$29.45	\$4.75	\$0.89	\$0.22	\$0.00	\$5.89	\$0.00	\$41.20	\$55.92
Traffic Signal & Lighting Journeyman			\$29.45	\$4.75	\$0.89	\$0.22	\$0.00	\$5.89	\$0.00	\$41.20	\$55.92
Equipment Operator			\$26.51	\$4.75	\$0.80	\$0.20	\$0.00	\$5.31	\$0.00	\$37.57	\$50.83
Groundman/with CDL			\$19.41	\$4.75	\$0.59	\$0.15	\$0.00	\$3.89	\$0.00	\$28.79	\$38.50
Groundman 0 to 1 year			\$17.67	\$4.75	\$0.53	\$0.14	\$0.00	\$3.54	\$0.00	\$26.63	\$35.47
Traffic Signal & Lighting Apprentices											
1st 1000hrs			\$17.67	\$4.75	\$0.53	\$0.14	\$0.00	\$3.54	\$0.00	\$26.63	\$35.47
2nd 1000hrs			\$19.15	\$4.75	\$0.58	\$0.14	\$0.00	\$3.83	\$0.00	\$28.45	\$38.02
3rd 1000hrs			\$20.62	\$4.75	\$0.62	\$0.16	\$0.00	\$4.13	\$0.00	\$30.28	\$40.59
4th 1000hrs			\$22.09	\$4.75	\$0.67	\$0.17	\$0.00	\$4.42	\$0.00	\$32.10	\$43.15
5th 1000hrs			\$23.56	\$4.75	\$0.71	\$0.18	\$0.00	\$4.72	\$0.00	\$33.92	\$45.70
6th 100hrs			\$26.51	\$4.75	\$0.80	\$0.20	\$0.00	\$5.31	\$0.00	\$37.57	\$50.83
Lineman Apprentice			Percent								

1st 6 months	60.00	\$17.67	\$4.75	\$0.53	\$0.14	\$0.00	\$3.54	\$0.00	\$26.63	\$35.46
2nd 6 months	65.00	\$19.14	\$4.75	\$0.58	\$0.15	\$0.00	\$3.83	\$0.00	\$28.45	\$38.02
3rd 6 months	70.00	\$20.61	\$4.75	\$0.62	\$0.16	\$0.00	\$4.13	\$0.00	\$30.27	\$40.58
4th 6 months	75.00	\$22.09	\$4.75	\$0.67	\$0.17	\$0.00	\$4.42	\$0.00	\$32.10	\$43.14
5th 6 months	80.00	\$23.56	\$4.75	\$0.71	\$0.18	\$0.00	\$4.72	\$0.00	\$33.92	\$45.70
6th 6 months	85.00	\$25.03	\$4.75	\$0.76	\$0.19	\$0.00	\$5.01	\$0.00	\$35.74	\$48.26
7th 6 months	90.00	\$26.50	\$4.75	\$0.80	\$0.20	\$0.00	\$5.31	\$0.00	\$37.57	\$50.82

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

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

One (1) Journeymen Lineman to One (1) Apprentice ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
One (1) Groundmen per two (2) Journeyman LORAIN
Lineman

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter/Sign Local 639 (E)

Change # : CN01-2005Loc639Sign

Craft : Painter Effective Date : 08/01/2006 Last Posted : 12/09/2005

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Painter-Sign Erector			\$19.32	\$2.26	\$1.25	\$0.25	\$1.51	\$0.00	\$0.00	\$24.59	\$34.25
Spray Painter			\$18.59	\$2.26	\$1.25	\$0.25	\$1.46	\$0.00	\$0.00	\$23.81	\$33.10
Metal Sign Fabricator			\$18.59	\$2.26	\$1.25	\$0.25	\$1.46	\$0.00	\$0.00	\$23.81	\$33.10
Neon Bender			\$18.59	\$2.26	\$1.25	\$0.25	\$1.46	\$0.00	\$0.00	\$23.81	\$33.10
Plastic Fabricator			\$18.59	\$2.26	\$1.25	\$0.25	\$1.46	\$0.00	\$0.00	\$23.81	\$33.10
Sign Erector Apprentice		Percent									
1000 hrs		55.00	\$10.63	\$2.26	\$0.50	\$0.25	\$0.89	\$0.00	\$0.00	\$14.53	\$19.84
2000 hrs		60.00	\$11.59	\$2.26	\$0.50	\$0.25	\$0.95	\$0.00	\$0.00	\$15.55	\$21.35
3000 hrs		65.00	\$12.56	\$2.26	\$0.50	\$0.25	\$1.02	\$0.00	\$0.00	\$16.59	\$22.87
4000 hrs		70.00	\$13.52	\$2.26	\$0.50	\$0.25	\$1.08	\$0.00	\$0.00	\$17.61	\$24.38
5000 hrs		75.00	\$14.49	\$2.26	\$0.50	\$0.25	\$1.14	\$0.00	\$0.00	\$18.64	\$25.88
6000 hrs		80.00	\$15.46	\$2.26	\$0.50	\$0.25	\$1.21	\$0.00	\$0.00	\$19.68	\$27.40
7000 hrs		90.00	\$17.39	\$2.26	\$0.50	\$0.25	\$1.33	\$0.00	\$0.00	\$21.73	\$30.42
8000 hrs		95.00	\$18.35	\$2.26	\$0.50	\$0.25	\$1.40	\$0.00	\$0.00	\$22.76	\$31.94

Special Calculation Note : Metal Fabricator,Neorn Bendor,Plastic-Fabricator Apprentice Rates Below:

1000hrs- 55% plus (\$2.26 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$.87)

2000hrs- 60% plus (\$2.26 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$.93)

3000hrs- 65% plus (\$2.26 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$.99)

4000hrs- 70% plus (\$2.26 H&W)+(\$0.50 pension)+(\$0.25 app. training)+(vacation\$1.05)

5000hrs- 75% plus (\$2.26 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.11)
6000hrs- 80% plus (\$2.26 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.17)
7000hrs- 90% plus (\$2.26 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.29)
8000hrs- 95% plus (\$2.26 H&W)+(\$.50 pension)+(\$.25 app. training)+(vacation\$1.35)

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

CRAWFORD, ERIE, HURON, LORAIN,
MARION, MORROW, SANDUSKY, SENECA,
WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Change # : CN01-2006Loc639Cleve

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

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Painter-Sign Painter			\$20.20	\$3.13	\$3.25	\$0.20	\$1.96	\$0.00	\$0.00	\$28.74	\$38.84
Apprentice	Percent										
1000 hrs	40.00		\$8.08	\$3.13	\$3.25	\$0.20	\$1.07	\$0.00	\$0.00	\$15.73	\$19.77
2000 hrs	50.00		\$10.10	\$3.13	\$3.25	\$0.20	\$1.22	\$0.00	\$0.00	\$17.90	\$22.95
3000 hrs	60.00		\$12.12	\$3.13	\$3.25	\$0.20	\$1.37	\$0.00	\$0.00	\$20.07	\$26.13
4000 hrs	70.00		\$14.14	\$3.13	\$3.25	\$0.20	\$1.51	\$0.00	\$0.00	\$22.23	\$29.30
5000 hrs	75.00		\$15.15	\$3.13	\$3.25	\$0.20	\$1.59	\$0.00	\$0.00	\$23.32	\$30.89
6000 hrs	80.00		\$16.16	\$3.13	\$3.25	\$0.20	\$1.66	\$0.00	\$0.00	\$24.40	\$32.48
7000 hrs	85.00		\$17.17	\$3.13	\$3.25	\$0.20	\$1.74	\$0.00	\$0.00	\$25.49	\$34.07
8000 hrs	90.00		\$18.18	\$3.13	\$3.25	\$0.20	\$1.81	\$0.00	\$0.00	\$26.57	\$35.66

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

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

ALLEN, ASHLAND, ASHTABULA,
AUGLAIZE, BELMONT, CARROLL,
CHAMPAIGN, COLUMBIANA, COSHOCTON,
CRAWFORD, CUYAHOGA, DEFIANCE, ERIE,
FULTON, GEAUGA, GUERNSEY, HANCOCK,
HARDIN, HARRISON, HENRY, HOLMES,
HURON, JEFFERSON, KNOX, LAKE, LOGAN,
LORAIN, LUCAS, MAHONING, MARION,
MEDINA, MERCER, MONROE, MORROW,
NOBLE, OTTAWA, PAULDING, PIKE,
PORTAGE, PUTNAM, RICHLAND,
SANDUSKY, SENECA, SHELBY, STARK,
SUMMIT, TRUMBULL, TUSCARAWAS, VAN
WERT, WASHINGTON, WAYNE, WILLIAMS,
WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207 Ohio District Council
Locals 3,8,50,84

Change # : CN02-2007Loc207A

Craft : Asbestos Worker **Effective Date :** 08/09/2007 **Last Posted :** 08/09/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Asbestos Abatement Journeyman			\$21.75	\$5.25	\$3.00	\$0.55	\$0.00	\$0.00	\$0.00	\$30.55	\$41.42
600 hrs & 1 year is a 1st year Trainee			\$14.50	\$5.25	\$0.00	\$0.55	\$0.00	\$0.00	\$0.00	\$20.30	\$27.55
1200 hrs & 2 years is a 2nd year Trainee			\$15.50	\$5.25	\$1.40	\$0.55	\$0.00	\$0.00	\$0.00	\$22.70	\$30.45

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

Ratio :

3 Abatement Journeymen to 1 Trainee
on a shop-wide basis.

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, ERIE*, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, JEFFERSON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,

MUSKINGUM, NOBLE, PERRY, PICKAWAY,
PORTAGE, PREBLE, RICHLAND, ROSS,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN*,
WAYNE

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

Details :

Asbestos & lead paint abatement including,but not limited to the removal or encapsulation of asbestos & lead paint,all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal.The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breechings, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason/ BAC Local 5
(Lorain Only)

Change # : CN01-2007Loc5

Craft : Bricklayer **Effective Date :** 05/01/2007 **Last Posted :** 04/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Cement Mason			\$28.62	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$39.27	\$53.58
Apprentice	Percent										
1st 6 months	50.00	\$14.31	\$6.00	\$0.00	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$20.91	\$28.07
2nd 6 months	55.02	\$15.75	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$26.40	\$34.27
3rd 6 months	60.02	\$17.18	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$27.83	\$36.42
4th 6 months	65.02	\$18.61	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$29.26	\$38.56
5th 6 months	70.02	\$20.04	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$30.69	\$40.71
6th 6 months	75.02	\$21.47	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$32.12	\$42.86
7th 6 months	80.00	\$22.90	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$33.55	\$44.99
8th 6 months	85.00	\$24.33	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$34.98	\$47.14

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

Ratio :

5 Journeymen to 1 Apprentice
per shop

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

LORAIN

Special Jurisdictional Note :

Details :

Worker shall finish all concrete construction, such as buildings, bridges, silos, elevators, smokestacks, curbs, gutters, sidewalks, roofs, mass reinforced concrete slabs and all flat surfaces of cement.

The operation and control of all type's of vacuum mats used in the drying of cement floors in preparing same for machines, mastic or composition flooring, when laid free hand. Finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form composition, magnesite rubbing and grinding and nail coat weather done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose they may be used for in connection with the trade.

Rodding, spreading and tamping of all concrete spreading off all top materials, sills, copings, steps, stairs, and risers and running all cement magnesite composition, oxide chloride & plastic materials (6" base or less). All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc. machine or carborundum stone on all concrete construction, setting of all strips, stakes and grades. The operation of all cement guns, the cement nozzle and finishing all material applied by gun. Laying and finishing gypsum material roof.

.All dry packing, grouting & finishing in connection with setting all machinery, such as engines, pumps, generators, air compressors tanks and so fourth that are set on concrete foundations. Waterproofing concrete foundations when using a cement base.

The work of grading concrete with a rake when brought to grade. Curing finished concrete by chemical compounds. Setting and nailing all expansion strips for concrete floors in buildings, sidewalks, and driveways, setting all metal forms regardless of height, cutting and sawing joints, whether done by hand or machine, filling of all joints, grouting of all machinery, plates and anchor bolts. Worker shall have the right to use all the tools necessary to complete his work. All form work not composed of any more than one piece of material shall be set by worker.

When pouring concrete slabs or any concrete, the surface of which is to be struck off to a given line, all workers necessary to finish same shall start at work when the pour begins. This applies also to pouring of topping on old slabs or any other surface. Curing, hardeners and sealers used on finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be the work of cement mason. Spreading, darbying, trowelling, screeding or all types of magnesium oxychloride cement composition floors, shall be work of cement mason. The preparation of all sub-floor surfaces, bonding, the preparation and installation of ground not be defeated.

No restriction on the use of the finishing or floating machines.

Using concrete saws for cutting construction joints on new work, and filling such joints with material such as latex, epoxies, lead, mastic, tar and similar material shall be done. Curing of all kinds water, burlap, and all emulsion spray cures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason/ BAC Local 5
(Lorain Only)

Change # : CN01-2007Loc5

Craft : Bricklayer **Effective Date :** 05/01/2008 **Last Posted :** 04/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Cement Mason			\$29.72	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.31	\$55.17
Apprentice	Percent										
1st 6 months	50.00		\$14.86	\$5.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.81	\$28.24
2nd 6 months	55.00		\$16.35	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$26.94	\$35.11
3rd 6 months	60.00		\$17.83	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$28.42	\$37.34
4th 6 months	65.00		\$19.32	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$29.91	\$39.57
5th 6 months	70.00		\$20.80	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$31.39	\$41.80
6th 6 months	75.00		\$22.29	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$32.88	\$44.03
7th 6 months	80.00		\$23.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$34.37	\$46.25
8th 6 months	85.00		\$25.26	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$35.85	\$48.48

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

Ratio :

5 Journeymen to 1 Apprentice
per shop

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

LORAIN

Special Jurisdictional Note :

Details :

Worker shall finish all concrete construction, such as buildings, bridges, silos, elevators, smokestacks, curbs, gutters, sidewalks, roofs, mass reinforced concrete slabs and all flat surfaces of cement.

The operation and control of all type's of vacuum mats used in the drying of cement floors in preparing same for machines, mastic or composition flooring, when laid free hand. Finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form composition, magnesite rubbing and grinding and nail coat weather done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose they may be used for in connection with the trade.

Rodding, spreading and tamping of all concrete spreading off all top materials, sills, copings, steps, stairs, and risers and running all cement magnesite composition, oxide chloride & plastic materials (6" base or less). All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc. machine or carborundum stone on all concrete construction, setting of all strips, stakes and grades. The operation of all cement guns, the cement nozzle and finishing all material applied by gun. Laying and finishing gypsum material roof.

.All dry packing, grouting & finishing in connection with setting all machinery, such as engines, pumps, generators, air compressors tanks and so fourth that are set on concrete foundations. Waterproofing concrete foundations when using a cement base.

The work of grading concrete with a rake when brought to grade. Curing finished concrete by chemical compounds. Setting and nailing all expansion strips for concrete floors in buildings, sidewalks, and driveways, setting all metal forms regardless of height, cutting and sawing joints, whether done by hand or machine, filling of all joints, grouting of all machinery, plates and anchor bolts. Worker shall have the right to use all the tools necessary to complete his work. All form work not composed of any more than one piece of material shall be set by worker.

When pouring concrete slabs or any concrete, the surface of which is to be struck off to a given line, all workers necessary to finish same shall start at work when the pour begins. This applies also to pouring of topping on old slabs or any other surface. Curing, hardeners and sealers used on finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be the work of cement mason. Spreading, darbying, trowelling, screeding or all types of magnesium oxychloride cement composition floors, shall be work of cement mason. The preparation of all sub-floor surfaces, bonding, the preparation and installation of ground not be defeated.

No restriction on the use of the finishing or floating machines.

Using concrete saws for cutting construction joints on new work, and filling such joints with material such as latex, epoxies, lead, mastic, tar and similar material shall be done. Curing of all kinds water, burlap, and all emulsion spray cures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason/ BAC Local 5
(Lorain Only)

Change # : CN01-2007Loc5

Craft : Bricklayer **Effective Date :** 10/01/2007 **Last Posted :** 04/10/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Cement Mason			\$28.72	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$39.37	\$53.73
Apprentice		Percent									
1st 6 months		50.00	\$14.36	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$24.89	\$32.07
2nd 6 months		55.00	\$15.80	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$26.33	\$34.22
3rd 6 months		60.00	\$17.23	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$27.76	\$36.38
4th 6 months		65.00	\$18.67	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$29.20	\$38.53
5th 6 months		70.00	\$20.10	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$30.63	\$40.69
6th 6 months		75.00	\$21.54	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$32.07	\$42.84
7th 6 months		80.00	\$22.98	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$33.51	\$44.99
8th 6 months		85.00	\$24.41	\$5.70	\$3.85	\$0.60	\$0.00	\$0.00	\$0.38	\$34.94	\$47.15

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

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

LORAIN

Special Jurisdictional Note :

Details :

Worker shall finish all concrete construction, such as buildings, bridges, silos, elevators, smokestacks, curbs, gutters, sidewalks, roofs, mass reinforced concrete slabs and all flat surfaces of cement.

The operation and control of all type's of vacuum mats used in the drying of cement floors in preparing same for machines, mastic or composition flooring, when laid free hand. Finishing or washing of all concrete construction, using any color pigment when mixed with cement in any other form composition, magnesite rubbing and grinding and nail coat weather done by brush, broom, trowel float or any other process including operation of machine for the scoring of floors, or any other purpose they may be used for in connection with the trade.

Rodding, spreading and tamping of all concrete spreading off all top materials, sills, copings, steps, stairs, and risers and running all cement magnesite composition, oxide chloride & plastic materials (6" base or less). All preparatory work on concrete construction to be finished or rubbed, such as cutting nails, wires, wall ties, etc. machine or carborundum stone on all concrete construction, setting of all strips, stakes and grades. The operation of all cement guns, the cement nozzle and finishing all material applied by gun. Laying and finishing gypsum material roof.

.All dry packing, grouting & finishing in connection with setting all machinery, such as engines, pumps, generators, air compressors tanks and so fourth that are set on concrete foundations. Waterproofing concrete foundations when using a cement base.

The work of grading concrete with a rake when brought to grade. Curing finished concrete by chemical compounds. Setting and nailing all expansion strips for concrete floors in buildings, sidewalks, and driveways, setting all metal forms regardless of height, cutting and sawing joints, whether done by hand or machine, filling of all joints, grouting of all machinery, plates and anchor bolts. Worker shall have the right to use all the tools necessary to complete his work. All form work not composed of any more than one piece of material shall be set by worker.

When pouring concrete slabs or any concrete, the surface of which is to be struck off to a given line, all workers necessary to finish same shall start at work when the pour begins. This applies also to pouring of topping on old slabs or any other surface. Curing, hardeners and sealers used on finished concrete wherever necessary, whether by chemical compounds or otherwise, shall be the work of cement mason. Spreading, darbying, trowelling, screeding or all types of magnesium oxychloride cement composition floors, shall be work of cement mason. The preparation of all sub-floor surfaces, bonding, the preparation and installation of ground not be defeated.

No restriction on the use of the finishing or floating machines.

Using concrete saws for cutting construction joints on new work, and filling such joints with material such as latex, epoxies, lead, mastic, tar and similar material shall be done. Curing of all kinds water, burlap, and all emulsion spray cures.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5
Commercial & Industrial

Change # : CN01-2006Loc5

Craft : Bricklayer Effective Date : 05/01/2009 Last Posted : 04/06/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer			\$31.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.62	\$57.14
Swing Scaffold Workers			\$31.53	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$42.12	\$57.89
Sewer Stack			\$31.53	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$42.12	\$57.89
Stone Masons			\$31.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.62	\$57.14
Pointer Caulker Cleaner			\$31.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.62	\$57.14
Sandblasters			\$31.28	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.87	\$57.51
Marble Mason			\$31.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.62	\$57.14
Terrazzo Worker			\$31.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$41.62	\$57.14

Special Calculation Note :

1st 6 months 50.00% of Journeyman rate plus Health & Welfare only

2nd 6 months 55.00% of Journeyman rate plus full fringes

3rd 6 months 60.00% of Journeyman rate plus full fringes

4th 6 months 65.00% of Journeyman rate plus full fringes

5th 6 months 70.00% of Journeyman rate plus full fringes

6th 6 months 75.00% of Journeyman rate plus full fringes

7th 6 months 80.00% of Journeyman rate plus full fringes

8th 6 months 85.00% of Journeyman rate plus full fringes

Ratio :

5 Journeymen to 1 Apprentice
per shop

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :**Details :**

Bricklayers working on free standing industrial or institutional chimneys which are completely detached from any building structure, whether inside or outside shall be paid \$0.50 per hour above the prevailing rate of wage. The higher rate shall prevail on chimney flues of 4 feet inside dimension or larger, constructed of specialized materials, such as radial brick, common brick, acid brick, face brick, firebrick. Bricklayers working on all sewer work and all connections with sewer work shall constitute sewer brickwork, This work shall be acid at a rate of \$0.50 per hour above the prevailing rate of wage. All sandblasting, the laying of acid-proof masonry materials and the laying of carbon masonry materials will be paid at \$0.25 per hour above the prevailing rate of wage.

Bricklayers shall receive \$.50 per hour over journeyman rate when working from swing stage with two point suspension.

The erection or installation of all interior marble, structural glass, slate, or stone work, both natural and artificial (meaning by stone any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architect and customarily called stone in the trade.) The cutting, rubbing, pointing and final cleaning of all marble and stone, when the work is performed on the job. When marble is used on the exterior of a building this work comes under the jurisdiction of the stone mason. The only exception to this rule is if there is one story stone front, the marble mason would be allowed to set the piers over and under windows and any returns into entranceways. However, if it were a multi-story building this work would also come under the jurisdiction of the stonemason. If stonemasons are not available then the marble mason can be employed to do this work at stonemasons wages. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, Sanionyx, Vitrolite, and similar opaque glass, Scagliola, Marbleithic, Colorlith, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of all descriptions whenever required, including all polished, honed or sand finish: also the cutting and fitting of the above materials after same leave mills or shop, as well as the accessories in connection with such work, and the laying of all marble tile, state tile, and terrazzo tile. When marble is taken down to be reset and used again and is cleaned or cut in the process, this shall be done by the Marble Mason. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by Marble Masons, the marble masons shall do all the drilling of all dowel holes. The marble mason shall have the right to use all tools which they consider necessary in the performance of their work: including electric drills, electric hoists, chain falls, gin poles, chipping hammers, etc: The Marble Mason shall make all anchor holes cut or drilled into marble and granite, slate and stone regardless to the thickness to the stone material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5
Commercial & Industrial

Change # : CN01-2007Loc5

Craft : Bricklayer **Effective Date :** 05/01/2007 **Last Posted :** 04/17/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer			\$28.62	\$6.00	\$4.05	\$0.20	\$0.00	\$0.00	\$0.40	\$39.27	\$53.58
Swing Scaffold Workers			\$29.12	\$6.00	\$4.05	\$0.20	\$0.00	\$0.00	\$0.40	\$39.77	\$54.33
Sewer Stack			\$29.12	\$6.00	\$4.05	\$0.20	\$0.00	\$0.00	\$0.40	\$39.77	\$54.33
Stone Masons			\$28.62	\$6.00	\$4.05	\$0.20	\$0.00	\$0.00	\$0.40	\$39.27	\$53.58
Pointer Caulker Cleaner			\$28.62	\$6.00	\$4.05	\$0.20	\$0.00	\$0.00	\$0.40	\$39.27	\$53.58
Sandblasters			\$28.87	\$6.00	\$4.05	\$0.20	\$0.00	\$0.00	\$0.40	\$39.52	\$53.96

Special Calculation Note : OTHER IS: INTERNATIONAL MASONRY INSTITUTE

APPRENTICE PAID AT % OF EACH JOURNEYMAN RATE ABOVE

1st 6 months 50.00% of Journeyman rate plus Health & Welfare only

2nd 6 months 55.00% of Journeyman rate plus full fringes

3rd 6 months 60.00% of Journeyman rate plus full fringes

4th 6 months 65.00% of Journeyman rate plus full fringes

5th 6 months 70.00% of Journeyman rate plus full fringes

6th 6 months 75.00% of Journeyman rate plus full fringes

7th 6 months 80.00% of Journeyman rate plus full fringes

8th 6 months 85.00% of Journeyman rate plus full fringes

Ratio :

5 Journeymen to 1 Apprentice
per shop

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Bricklayers working on free standing industrial or institutional chimneys which are completely detached from any building structure, whether inside or outside shall be paid \$0.50 per hour above the prevailing rate of wage. The higher rate shall prevail on chimney flues of 4 feet inside dimension or larger, constructed of specialized materials, such as radial brick, common brick, acid brick, face brick, firebrick.

Bricklayers working on all sewer work and all connections with sewer work shall constitute sewer brickwork, This work shall be acid at a rate of \$0.50 per hour above the prevailing rate of wage.

All sandblasting, the laying of acid-proof masonry materials and the laying of carbon masonry materials will be paid at \$0.25 per hour above the prevailing rate of wage.

Bricklayers shall receive \$.50 per hour over journeyman rate when working from swing stage with two point suspension.

The erection or installation of all interior marble, structural glass, slate, or stone work, both natural and artificial (meaning by stone any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architect and customarily called stone in the trade.) The cutting, rubbing, pointing and final cleaning of all marble and stone, when the work is performed on the job. When marble is used on the exterior of a building this work comes under the jurisdiction of the stone mason. The only exception to this rule is if there is one story stone front, the marble mason would be allowed to set the piers over and under windows and any returns into entranceways. However, if it were a multi-story building this work would also come under the jurisdiction of the stonemason. If stonemasons are not available then the marble mason can be employed to do this work at stonemasons wages. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, Sanionyx, Vitrolite, and similar opaque glass, Scagliola, Marbleithic, Colorlith, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of all descriptions whenever required, including all polished, honed or sand finish: also the cutting and fitting of the above materials after same leave mills or shop, as well as the accessories in connection with such work, and the laying of all marble tile, state tile, and terrazzo tile. When marble is taken down to be reset and used again and is cleaned or cut in the process, this shall be done by the Marble Mason. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by Marble Masons, the marble masons shall do all the drilling of all dowel holes. The marble mason shall have the right to use all tools which they consider necessary in the performance of their work: including electric drills, electric hoists, chain falls, gin poles, chipping hammers, etc: The Marble Mason shall make all anchor holes cut or drilled into marble and granite, slate and stone regardless to the thickness to the stone material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5
Commercial & Industrial

Change # : CN01-2006Loc5

Craft : Bricklayer Effective Date : 10/01/2007 Last Posted : 04/06/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer			\$28.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.37	\$53.76
Swing Scaffold Workers			\$29.28	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.87	\$54.51
Sewer Stack			\$29.28	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.87	\$54.51
Stone Masons			\$28.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.37	\$53.76
Pointer Caulker Cleaner			\$28.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.37	\$53.76
Sandblasters			\$29.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.62	\$54.14
Marble Mason			\$28.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.37	\$53.76
Terrazzo Worker			\$28.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$39.37	\$53.76

Special Calculation Note :

1st 6 months 50.00% of Journeyman rate plus Health & Welfare only

2nd 6 months 55.00% of Journeyman rate plus full fringes

3rd 6 months 60.00% of Journeyman rate plus full fringes

4th 6 months 65.00% of Journeyman rate plus full fringes

5th 6 months 70.00% of Journeyman rate plus full fringes

6th 6 months 75.00% of Journeyman rate plus full fringes

7th 6 months 80.00% of Journeyman rate plus full fringes

8th 6 months 85.00% of Journeyman rate plus full fringes

Ratio :

5 Journeymen to 1 Apprentice
per shop

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :**Details :**

Bricklayers working on free standing industrial or institutional chimneys which are completely detached from any building structure, whether inside or outside shall be paid \$0.50 per hour above the prevailing rate of wage. The higher rate shall prevail on chimney flues of 4 feet inside dimension or larger, constructed of specialized materials, such as radial brick, common brick, acid brick, face brick, firebrick. Bricklayers working on all sewer work and all connections with sewer work shall constitute sewer brickwork, This work shall be acid at a rate of \$0.50 per hour above the prevailing rate of wage. All sandblasting, the laying of acid-proof masonry materials and the laying of carbon masonry materials will be paid at \$0.25 per hour above the prevailing rate of wage.

Bricklayers shall receive \$.50 per hour over journeyman rate when working from swing stage with two point suspension.

The erection or installation of all interior marble, structural glass, slate, or stone work, both natural and artificial (meaning by stone any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architect and customarily called stone in the trade.) The cutting, rubbing, pointing and final cleaning of all marble and stone, when the work is performed on the job. When marble is used on the exterior of a building this work comes under the jurisdiction of the stone mason. The only exception to this rule is if there is one story stone front, the marble mason would be allowed to set the piers over and under windows and any returns into entranceways. However, if it were a multi-story building this work would also come under the jurisdiction of the stonemason. If stonemasons are not available then the marble mason can be employed to do this work at stonemasons wages. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, Sanionyx, Vitrolite, and similar opaque glass, Scagliola, Marbleithic, Colorlith, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of all descriptions whenever required, including all polished, honed or sand finish: also the cutting and fitting of the above materials after same leave mills or shop, as well as the accessories in connection with such work, and the laying of all marble tile, state tile, and terrazzo tile. When marble is taken down to be reset and used again and is cleaned or cut in the process, this shall be done by the Marble Mason. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by Marble Masons, the marble masons shall do all the drilling of all dowel holes. The marble mason shall have the right to use all tools which they consider necessary in the performance of their work: including electric drills, electric hoists, chain falls, gin poles, chipping hammers, etc: The Marble Mason shall make all anchor holes cut or drilled into marble and granite, slate and stone regardless to the thickness to the stone material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5
Commercial & Industrial

Change # : CN01-2006Loc5

Craft : Bricklayer Effective Date : 05/01/2008 Last Posted : 04/06/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer			\$29.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.37	\$55.26
Swing Scaffold Workers			\$30.28	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.87	\$56.01
Sewer Stack			\$30.28	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.87	\$56.01
Stone Masons			\$29.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.37	\$55.26
Pointer Caulker Cleaner			\$29.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.37	\$55.26
Sandblasters			\$30.03	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.62	\$55.64
Marble Mason			\$29.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.37	\$55.26
Terrazzo Worker			\$29.78	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.37	\$55.26

Special Calculation Note :

1st 6 months 50.00% of Journeyman rate plus Health & Welfare only

2nd 6 months 55.00% of Journeyman rate plus full fringes

3rd 6 months 60.00% of Journeyman rate plus full fringes

4th 6 months 65.00% of Journeyman rate plus full fringes

5th 6 months 70.00% of Journeyman rate plus full fringes

6th 6 months 75.00% of Journeyman rate plus full fringes

7th 6 months 80.00% of Journeyman rate plus full fringes

8th 6 months 85.00% of Journeyman rate plus full fringes

Ratio :

5 Journeymen to 1 Apprentice
per shop

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :**Details :**

Bricklayers working on free standing industrial or institutional chimneys which are completely detached from any building structure, whether inside or outside shall be paid \$0.50 per hour above the prevailing rate of wage. The higher rate shall prevail on chimney flues of 4 feet inside dimension or larger, constructed of specialized materials, such as radial brick, common brick, acid brick, face brick, firebrick. Bricklayers working on all sewer work and all connections with sewer work shall constitute sewer brickwork, This work shall be acid at a rate of \$0.50 per hour above the prevailing rate of wage. All sandblasting, the laying of acid-proof masonry materials and the laying of carbon masonry materials will be paid at \$0.25 per hour above the prevailing rate of wage.

Bricklayers shall receive \$.50 per hour over journeyman rate when working from swing stage with two point suspension.

The erection or installation of all interior marble, structural glass, slate, or stone work, both natural and artificial (meaning by stone any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architect and customarily called stone in the trade.) The cutting, rubbing, pointing and final cleaning of all marble and stone, when the work is performed on the job. When marble is used on the exterior of a building this work comes under the jurisdiction of the stone mason. The only exception to this rule is if there is one story stone front, the marble mason would be allowed to set the piers over and under windows and any returns into entranceways. However, if it were a multi-story building this work would also come under the jurisdiction of the stonemason. If stonemasons are not available then the marble mason can be employed to do this work at stonemasons wages. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, Sanionyx, Vitrolite, and similar opaque glass, Scagliola, Marbleithic, Colorlith, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of all descriptions whenever required, including all polished, honed or sand finish: also the cutting and fitting of the above materials after same leave mills or shop, as well as the accessories in connection with such work, and the laying of all marble tile, state tile, and terrazzo tile. When marble is taken down to be reset and used again and is cleaned or cut in the process, this shall be done by the Marble Mason. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by Marble Masons, the marble masons shall do all the drilling of all dowel holes. The marble mason shall have the right to use all tools which they consider necessary in the performance of their work: including electric drills, electric hoists, chain falls, gin poles, chipping hammers, etc: The Marble Mason shall make all anchor holes cut or drilled into marble and granite, slate and stone regardless to the thickness to the stone material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5
Commercial & Industrial

Change # : CN01-2006Loc5

Craft : Bricklayer Effective Date : 10/01/2008 Last Posted : 04/06/2006

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer			\$29.88	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.47	\$55.41
Swing Scaffold Workers			\$30.38	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.97	\$56.16
Sewer Stack			\$30.38	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.97	\$56.16
Stone Masons			\$29.88	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.47	\$55.41
Pointer Caulker Cleaner			\$29.88	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.47	\$55.41
Sandblasters			\$30.13	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.72	\$55.79
Marble Mason			\$29.88	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.47	\$55.41
Terrazzo Worker			\$29.88	\$5.95	\$4.05	\$0.20	\$0.00	\$0.00	\$0.39	\$40.47	\$55.41

Special Calculation Note :

1st 6 months 50.00% of Journeyman rate plus Health & Welfare only

2nd 6 months 55.00% of Journeyman rate plus full fringes

3rd 6 months 60.00% of Journeyman rate plus full fringes

4th 6 months 65.00% of Journeyman rate plus full fringes

5th 6 months 70.00% of Journeyman rate plus full fringes

6th 6 months 75.00% of Journeyman rate plus full fringes

7th 6 months 80.00% of Journeyman rate plus full fringes

8th 6 months 85.00% of Journeyman rate plus full fringes

Ratio :

5 Journeymen to 1 Apprentice
per shop

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :**Details :**

Bricklayers working on free standing industrial or institutional chimneys which are completely detached from any building structure, whether inside or outside shall be paid \$0.50 per hour above the prevailing rate of wage. The higher rate shall prevail on chimney flues of 4 feet inside dimension or larger, constructed of specialized materials, such as radial brick, common brick, acid brick, face brick, firebrick. Bricklayers working on all sewer work and all connections with sewer work shall constitute sewer brickwork, This work shall be acid at a rate of \$0.50 per hour above the prevailing rate of wage. All sandblasting, the laying of acid-proof masonry materials and the laying of carbon masonry materials will be paid at \$0.25 per hour above the prevailing rate of wage.

Bricklayers shall receive \$.50 per hour over journeyman rate when working from swing stage with two point suspension.

The erection or installation of all interior marble, structural glass, slate, or stone work, both natural and artificial (meaning by stone any work manufactured from such foreign or domestic products as are specified and used in interiors of buildings by architect and customarily called stone in the trade.) The cutting, rubbing, pointing and final cleaning of all marble and stone, when the work is performed on the job. When marble is used on the exterior of a building this work comes under the jurisdiction of the stone mason. The only exception to this rule is if there is one story stone front, the marble mason would be allowed to set the piers over and under windows and any returns into entranceways. However, if it were a multi-story building this work would also come under the jurisdiction of the stonemason. If stonemasons are not available then the marble mason can be employed to do this work at stonemasons wages. The carving, cutting and setting of all marble, slate, including slate blackboards, stone, alberene, carrara, Sanionyx, Vitrolite, and similar opaque glass, Scagliola, Marbleithic, Colorlith, and all artificial imitation or cast of whatever thickness or dimension. This shall apply to all interior work such as sanitary, decorative and other purposes inside of buildings of all descriptions whenever required, including all polished, honed or sand finish: also the cutting and fitting of the above materials after same leave mills or shop, as well as the accessories in connection with such work, and the laying of all marble tile, state tile, and terrazzo tile. When marble is taken down to be reset and used again and is cleaned or cut in the process, this shall be done by the Marble Mason. When dowel holes are to be drilled in concrete or other materials to anchor materials handled and used by Marble Masons, the marble masons shall do all the drilling of all dowel holes. The marble mason shall have the right to use all tools which they consider necessary in the performance of their work: including electric drills, electric hoists, chain falls, gin poles, chipping hammers, etc: The Marble Mason shall make all anchor holes cut or drilled into marble and granite, slate and stone regardless to the thickness to the stone material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 80

Change # : CN01-2006Loc80

Craft : Cement Effective Date : 05/01/2007 Last Posted : 06/23/2006

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Plasterer			\$28.62	\$3.75	\$3.00	\$0.10	\$0.00	\$3.25	\$0.00	\$38.72	\$53.03
Apprentice	Percent										
0-1000 hrs	40.00		\$11.45	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$21.30	\$27.02
1000-2000hrs	45.00		\$12.88	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$22.73	\$29.17
2000-3000hrs	50.00		\$14.31	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$24.16	\$31.32
3000-4000hrs	55.00		\$15.74	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$25.59	\$33.46
4000-5000hrs	60.00		\$17.17	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$27.02	\$35.61
5000-6000hrs	65.00		\$18.60	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$28.45	\$37.75
6000-7000hrs	70.00		\$20.03	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$29.88	\$39.90
7000-8000hrs	75.00		\$21.46	\$3.75	\$3.00	\$0.10	\$0.00	\$3.00	\$0.00	\$31.32	\$42.05

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

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

Each employer shall use their best effort to employ ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
at least 1 certified apprentice in every shop after his LORAIN
first
Journeyman.
3 Journeyman to 1 Apprentice thereafter

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 3

Change # : CN02-2007Loc3

Craft : Asbestos Worker Effective Date : 08/09/2007 Last Posted : 08/09/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Asbestos Insulation Worker			\$32.98	\$5.75	\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.73	\$62.22
Fire Stop Technician			\$26.83	\$5.75	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.58	\$50.00
Apprentice	Percent										
1st year	48.87		\$16.12	\$5.75	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.87	\$30.93
2nd year	59.69		\$19.69	\$5.75	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.44	\$37.28
3rd year	70.54		\$23.26	\$5.75	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.01	\$43.65
4th year	81.35		\$26.83	\$5.75	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.58	\$49.99

Special Calculation Note :

Ratio :

4 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Erie Cnty:includes to the Sandusky city limits. Ashtabula cnty:include townships of Ashtabula, Austinburg, Geneva, Harpersville, Jefferson, Plymouth and Saybrook).

Ashtabula (except the townships listed above)

Ashland, Carroll, Coshocton, Columbiana, Harrison, Holmes, Medina, Portage, Richland, Stark, Trumbull, Tuscarawas, Wayne

Details :

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing,

dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foamglass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheetmetal Local 33 (Vermilion)

Change # : CN01-2007Ver33

Craft : Sheetmetal Worker Effective Date : 06/01/2009 Last Posted : 01/05/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Sheetmetal Worker			\$28.87	\$5.64	\$5.45	\$0.76	\$0.00	\$1.25	\$0.00	\$41.97	\$56.41
Apprentice	Percent										
1st year	45.00	\$12.99	\$5.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.63	\$25.13
2nd year	50.00	\$14.44	\$5.64	\$5.45	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$26.91	\$34.13
3rd year	60.00	\$17.32	\$5.64	\$5.45	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$29.80	\$38.46
4th year	70.00	\$20.21	\$5.64	\$5.45	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$32.69	\$42.79
5th year	80.00	\$23.10	\$5.64	\$5.45	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$35.58	\$47.12

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

Ratio :

Employer may employ
2 Journeymen to 1 Apprentice
up to 8 Journeymen
then 3 Journeymen to 1 Apprentice thereafter.

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON, LORAIN, SANDUSKY

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheetmetal Local 33 (Vermilion)

Change # : CN01-2008Ver33

Craft : Sheetmetal Worker **Effective Date :** 06/05/2008 **Last Posted :** 06/05/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Sheetmetal Worker			\$25.48	\$6.38	\$6.48	\$0.76	\$0.00	\$1.25	\$0.00	\$40.35	\$53.09
Apprentice	Percent										
1st year	45.00	\$11.47	\$6.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.85	\$23.58
2nd year	50.00	\$12.74	\$6.38	\$6.48	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$26.99	\$33.36
3rd year	60.00	\$15.29	\$6.38	\$6.48	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$29.54	\$37.18
4th year	70.00	\$17.84	\$6.38	\$6.48	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$32.09	\$41.00
5th year	80.00	\$20.38	\$6.38	\$6.48	\$0.76	\$0.00	\$0.63	\$0.00	\$0.00	\$34.63	\$44.83

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

Ratio :

Employer may employ
2 Journeymen to 1 Apprentice
up to 8 Journeymen
then 3 Journeymen to 1 Apprentice thereafter.

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON, LORAIN, SANDUSKY

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Terazzo Workers & Marble Masons

Change # : CN01-2007Loc5

Craft : Bricklayer Effective Date : 05/31/2007 Last Posted : 05/31/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer-Terrazzo Worker			\$28.62	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$39.27	\$53.58
Marble Masons			\$28.62	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$39.27	\$53.58
MARBLE APPRENTICES											
1st 6 months			\$17.18	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$27.83	\$36.42
2nd 6 months			\$20.04	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$30.69	\$40.71
3rd 6 months			\$21.47	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$32.12	\$42.85
4th 6 months			\$22.90	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$33.55	\$45.00
5th 6 months			\$24.33	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$34.98	\$47.14
6th 6 months			\$25.76	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$36.41	\$49.29
Apprentice Terrazzo	Percent										
1st 6 months	60.00		\$17.17	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$27.82	\$36.41
2nd 6 months	70.00		\$20.03	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$30.68	\$40.70
3rd 6 months	75.00		\$21.46	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$32.12	\$42.85
4th 6 months	80.00		\$22.90	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$33.55	\$44.99
5th 6 months	85.00		\$24.33	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$34.98	\$47.14

6th 6 months	90.00	\$25.76	\$6.00	\$4.05	\$0.60	\$0.00	\$0.00	\$0.00	\$36.41	\$49.29
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Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

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

5 Journeyman to 1 Apprentice
for each employer

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note :

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 5 Tile Marble Terazzo Shopmen Finishers

Change # : CN02-2007Loc5

Craft : Bricklayer Effective Date : 05/31/2007 Last Posted : 05/31/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Bricklayer-Tile & Marble Shopmen & Finishers			\$25.15	\$6.00	\$3.10	\$0.45	\$0.00	\$0.00	\$0.00	\$34.70	\$47.28
Terrazzo-Shopmen-Finisher			\$24.73	\$6.00	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$34.78	\$47.15
TILE & MARBLE APPRENTICES											
1st 6 months			\$15.09	\$6.00	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$21.54	\$29.08
2nd 6 months			\$17.62	\$6.00	\$3.10	\$0.45	\$0.00	\$0.00	\$0.00	\$27.17	\$35.98
3rd 6 months			\$18.87	\$5.95	\$3.10	\$0.45	\$0.00	\$0.00	\$0.00	\$28.37	\$37.81
4th 6 months			\$20.12	\$5.95	\$3.10	\$0.45	\$0.00	\$0.00	\$0.00	\$29.62	\$39.68
5th 6 months			\$21.38	\$5.95	\$3.10	\$0.45	\$0.00	\$0.00	\$0.00	\$30.88	\$41.57
6th 6 months			\$22.64	\$5.95	\$3.10	\$0.45	\$0.00	\$0.00	\$0.00	\$32.14	\$43.46
Apprentice Terrazzo Finishers	Percent										
1st 6 months	60.00		\$15.09	\$6.00	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$21.54	\$29.08
2nd 6 months	70.04		\$17.62	\$6.00	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$27.67	\$36.47
3rd 6 months	75.00		\$18.86	\$6.00	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$28.91	\$38.34

4th 6 months	80.04	\$20.13	\$6.00	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$30.18	\$40.25
5th 6 months	85.00	\$21.38	\$6.00	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$31.43	\$42.12
6th 6 months	90.00	\$22.63	\$6.00	\$3.60	\$0.45	\$0.00	\$0.00	\$0.00	\$32.69	\$44.00

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

Ratio :

2 Journeyman to 1 Apprentice
per shop

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 17

Change # : CN01-2006Loc17

Craft : Ironworker Effective Date : 08/14/2006 Last Posted : 08/14/2006

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Ironworker			\$26.90	\$5.50	\$9.00	\$0.43	\$0.00	\$2.00	\$0.00	\$43.83	\$57.28
Apprentice		Percent									
1st 6 months		60.00	\$16.14	\$5.50	\$9.00	\$0.43	\$0.00	\$2.00	\$0.00	\$33.07	\$41.14
2nd 6 months		65.01	\$17.49	\$5.50	\$9.00	\$0.43	\$0.00	\$2.00	\$0.00	\$34.42	\$43.16
2nd year		70.00	\$18.83	\$5.50	\$9.00	\$0.43	\$0.00	\$2.00	\$0.00	\$35.76	\$45.17
3rd year		80.00	\$21.52	\$5.50	\$9.00	\$0.43	\$0.00	\$2.00	\$0.00	\$38.45	\$49.21

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

Ratio :

7 Journeymen to 1 Apprentice on Structural and Rod Work

4 Journeymen to 1 Apprentice on Steel Sash, Stairway and Ornamental Work

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17. Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line, except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17

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

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

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2007BldgHevHwy

Craft : Truck Driver Effective Date : 05/01/2009 Last Posted : 07/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Truck Driver CLASS 2 Tractor Trailer- Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks- Fuel Trucks- Asphalt-Oil Spraybar men- 5 Axel & Over -Belly Dumps- End Dumps- Articulated Dump Trucks- Low boys- Heavy duty Equipment (irrespective of load carried) when used exclusively for transportation- Truck Mechanics (when needed)			\$22.50	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$34.21	\$45.46
Apprentice	Percent										

First 6 months	64.00	\$14.40	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$26.11	\$33.31
7-12 months	67.95	\$15.29	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$27.00	\$34.64
13-18 months	71.99	\$16.20	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$27.91	\$36.01
19-24 months	75.95	\$17.09	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$28.80	\$37.34
25-30 months	80.00	\$18.00	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$29.71	\$38.71
31-36 months	85.00	\$19.12	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$30.83	\$40.40
37-42 months	90.00	\$20.25	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$31.96	\$42.09
43-48 months	95.00	\$21.37	\$6.31	\$4.90	\$0.50	\$0.00	\$0.00	\$0.00	\$33.09	\$43.77

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spraybar man when operating from cab shall recieve \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2007BldgHevHwy

Craft : Truck Driver Effective Date : 07/10/2007 Last Posted : 07/10/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spraybar men-5 Axel & Over -Belly Dumps-End Dumps-Articulated Dump Trucks-Low boys-Heavy duty Equipment (irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)			\$21.98	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$31.75	\$42.74
Apprentice		Percent									

First 6 months	63.95	\$14.06	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$23.83	\$30.85
7-12 months	67.95	\$14.94	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$24.71	\$32.17
13-18 months	71.99	\$15.82	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$25.59	\$33.51
19-24 months	76.00	\$16.70	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$26.47	\$34.83
25-30 months	80.00	\$17.58	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$27.35	\$36.15
31-36 months	85.00	\$18.68	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$28.45	\$37.79
37-42 months	90.00	\$19.78	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$29.55	\$39.44
43-48 months	95.00	\$20.88	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$30.65	\$41.09

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

**** Asphalt - Oil spraybar man when operating from cab shall recieve \$0.20 cents per hour above their Basic Hourly Rate.**

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & Hwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2007BldgHwy

Craft : Truck Driver **Effective Date :** 05/01/2008 **Last Posted :** 07/10/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Truck Driver CLASS 1 4 wheel service trucks- 4 wheel dump trucks - Batch trucks - Oil Distributor - Ashphalt Distrisbutor- Tandems			\$21.93	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$32.44	\$43.40
Apprentice	Percent										
First 6 months	63.99		\$14.03	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$24.54	\$31.56
7-12 months	67.99		\$14.91	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$25.42	\$32.88
13-18 months	71.96		\$15.78	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$26.29	\$34.18
19-24 months	75.99		\$16.66	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$27.17	\$35.51
25-30 months	79.99		\$17.54	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$28.05	\$36.82
31-36 months	84.99		\$18.64	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$29.15	\$38.47

37-42 months	89.99	\$19.73	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$30.24	\$40.11
43-48 months	95.00	\$20.83	\$5.51	\$4.50	\$0.50	\$0.00	\$0.00	\$0.00	\$31.34	\$41.76

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

** Asphalt - Oil spraybar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2007BldgHevHwy

Craft : Truck Driver **Effective Date :** 07/10/2007 **Last Posted :** 07/10/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Truck Driver CLASS 1 4 wheel service trucks- 4 wheel dump trucks - Batch trucks - Oil Distributor - Ashphalt Distrisbutor- Tandems			\$21.56	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$31.33	\$42.11
Apprentice	Percent										
First 6 months	63.95		\$13.79	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$23.56	\$30.45
7-12 months	67.95		\$14.65	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$24.42	\$31.75
13-18 months	72.00		\$15.52	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$25.29	\$33.05
19-24 months	75.99		\$16.38	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$26.15	\$34.35
25-30 months	79.95		\$17.24	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$27.01	\$35.63
31-36 months	84.95		\$18.32	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$28.09	\$37.24

37-42 months	90.00	\$19.40	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$29.17	\$38.88
43-48 months	95.00	\$20.48	\$5.07	\$4.20	\$0.50	\$0.00	\$0.00	\$0.00	\$30.25	\$40.49

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

** Asphalt - Oil spraybar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electric Locals 71 & 245
Under Ground Utilities (URD) PENDING

Change # : CN01-2007Locs71&245

Craft : Lineman Effective Date : 09/24/2007 Last Posted : 09/24/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$30.58	\$3.75	\$0.80	\$0.08	\$0.00	\$4.02	\$0.00	\$39.23	\$54.52
Welder- Cable Splicer-X-ray Tech			\$30.58	\$3.75	\$0.80	\$0.08	\$0.00	\$4.02	\$0.00	\$39.23	\$54.52
Equipment Mechanic "C"			\$19.78	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$26.71	\$36.60
Equipment Mechanic "B"			\$22.09	\$3.75	\$0.58	\$0.06	\$0.00	\$2.91	\$0.00	\$29.39	\$40.44
Equipment Mechanic "A"			\$24.40	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$32.06	\$44.26
New Hires AFTER 9/1/02 Operator "C"			\$19.78	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$26.71	\$36.60
Operator "B"			\$24.40	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$32.06	\$44.26
Operator "A"			\$27.49	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$35.64	\$49.39
Operator PRIOR to 9/1/02 1 yr or more			\$26.21	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$34.36	\$47.46
Groundman / Truck Dr. 0-12 months			\$15.29	\$3.75	\$0.39	\$0.04	\$0.00	\$1.93	\$0.00	\$21.40	\$29.04

Groundman/ Truck Dr. 0 months to 12 mos w/CDL year	\$16.82	\$3.75	\$0.40	\$0.04	\$0.00	\$2.01	\$0.00	\$23.02	\$31.43
Groundman / Truck Dr. 1 year or over	\$16.82	\$3.75	\$0.45	\$0.04	\$0.00	\$2.25	\$0.00	\$23.31	\$31.72
Groundman/ Truck Dr. 1 year or over w/ CDL	\$19.88	\$3.75	\$0.47	\$0.05	\$0.00	\$2.33	\$0.00	\$26.48	\$36.42

Apprentice	Percent									
1st 6 Mo	60.00	\$18.35	\$3.75	\$0.48	\$0.05	\$0.00	\$2.41	\$0.00	\$25.04	\$34.21
2nd 6 Mo	65.00	\$19.88	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$26.81	\$36.75
3rd 6 Mo	70.00	\$21.41	\$3.75	\$0.56	\$0.06	\$0.00	\$2.81	\$0.00	\$28.59	\$39.29
4th 6 Mo	75.00	\$22.93	\$3.75	\$0.60	\$0.06	\$0.00	\$3.01	\$0.00	\$30.35	\$41.82
5th 6 Mo	80.00	\$24.46	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$32.12	\$44.36
6th 6 Mo	85.00	\$25.99	\$3.75	\$0.68	\$0.07	\$0.00	\$3.41	\$0.00	\$33.90	\$46.90
7th 6 Mo	90.00	\$27.52	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$35.67	\$49.43

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

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

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

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

(1) Journeyman Lineman to (1) Apprentice

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electric Locals 71 & 245
Outside Utility Power PENDING

Change # : CN01-2007Locs71&245

Craft : Lineman **Effective Date :** 09/24/2007 **Last Posted :** 09/24/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$29.00	\$4.75	\$0.84	\$0.21	\$0.00	\$4.32	\$0.00	\$39.12	\$53.62
Cable Splicer			\$30.36	\$4.75	\$0.88	\$0.22	\$0.00	\$4.52	\$0.00	\$40.73	\$55.91
Equipment Mechanic "C"			\$18.74	\$4.75	\$0.54	\$0.14	\$0.00	\$2.79	\$0.00	\$26.96	\$36.33
Equipment Mechanic "B"			\$20.95	\$4.75	\$0.60	\$0.15	\$0.00	\$3.12	\$0.00	\$29.57	\$40.04
Equipment Mechanic "A"			\$23.14	\$4.75	\$0.67	\$0.17	\$0.00	\$3.45	\$0.00	\$32.18	\$43.75
Operator "C"			\$18.74	\$4.75	\$0.54	\$0.14	\$0.00	\$2.79	\$0.00	\$26.96	\$36.33
Operator "B"			\$23.14	\$4.75	\$0.67	\$0.17	\$0.00	\$3.45	\$0.00	\$32.18	\$43.75
Operator "A"			\$26.07	\$4.75	\$0.75	\$0.19	\$0.00	\$3.89	\$0.00	\$35.65	\$48.69
Operator w/ current employer 1yr or more prior to 9/2/02			\$25.30	\$4.75	\$0.73	\$0.18	\$0.00	\$3.77	\$0.00	\$34.73	\$47.38
Line Truck w/ Auger			\$20.64	\$4.75	\$0.60	\$0.15	\$0.00	\$3.08	\$0.00	\$29.22	\$39.54
Groundman / Truck Dr. 0- 12 months			\$14.50	\$4.75	\$0.42	\$0.10	\$0.00	\$2.16	\$0.00	\$21.93	\$29.18

Groundman / Truck Dt. 0-12 months w/ CDL	\$15.95	\$4.75	\$0.46	\$0.11	\$0.00	\$2.38	\$0.00	\$23.65	\$31.62
Groundman / Truck Dr. 1 year or more	\$15.95	\$4.75	\$0.46	\$0.11	\$0.00	\$2.38	\$0.00	\$23.65	\$31.62
Groundman/ Truck Dr. 1 year or more w/CDL	\$18.85	\$4.75	\$0.54	\$0.14	\$0.00	\$2.81	\$0.00	\$27.09	\$36.52

Apprentice Lineman & Substation	Percent									
1st 6 Mo	60.00	\$17.40	\$4.75	\$0.50	\$0.13	\$0.00	\$2.59	\$0.00	\$25.37	\$34.07
2nd 6 Mo	65.00	\$18.85	\$4.75	\$0.54	\$0.14	\$0.00	\$2.81	\$0.00	\$27.09	\$36.52
3rd 6 Mo	70.00	\$20.30	\$4.75	\$0.59	\$0.15	\$0.00	\$3.03	\$0.00	\$28.82	\$38.97
4th 6 Mo	75.00	\$21.75	\$4.75	\$0.63	\$0.16	\$0.00	\$3.24	\$0.00	\$30.53	\$41.41
5th 6 Mo	80.00	\$23.20	\$4.75	\$0.67	\$0.17	\$0.00	\$3.46	\$0.00	\$32.25	\$43.85
6th 6 Mo	85.00	\$24.65	\$4.75	\$0.71	\$0.18	\$0.00	\$3.67	\$0.00	\$33.96	\$46.28
7th 6 Mo	90.00	\$26.10	\$4.75	\$0.75	\$0.19	\$0.00	\$3.89	\$0.00	\$35.68	\$48.73

Special Calculation Note : Substation Technician Journeyman \$29.00 plus
(\$4.75 Health&Welfare)+ (\$.84 Pension)+(\$4.32 Annunity)+(.21 App. Training)

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electric Locals 71 & 245
High Tension Pipe Cable PENDING

Change # : CN01-2007Locs71&245

Craft : Lineman **Effective Date :** 09/24/2007 **Last Posted :** 09/24/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electric-Lineman			\$30.58	\$3.75	\$0.80	\$0.08	\$0.00	\$4.02	\$0.00	\$39.23	\$54.52
Welder- Cable Splicer-X-ray Tech			\$30.58	\$3.75	\$0.80	\$0.08	\$0.00	\$4.02	\$0.00	\$39.23	\$54.52
Equipment Mechanic "C"			\$19.78	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$26.71	\$36.60
Equipment Mechanic "B"			\$22.09	\$3.75	\$0.58	\$0.06	\$0.00	\$2.91	\$0.00	\$29.39	\$40.44
Equipment Mechanic "A"			\$24.40	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$32.06	\$44.26
New Hires AFTER 9/1/02 Operator "C"			\$19.78	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$26.71	\$36.60
Operator "B"			\$24.40	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$32.06	\$44.26
Operator "A"			\$27.49	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$35.64	\$49.39
Operator PRIOR to 9/1/02 1 yr or more			\$26.21	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$34.36	\$47.46
Groundman / Truck Dr. 0-12 months			\$15.29	\$3.75	\$0.39	\$0.04	\$0.00	\$1.93	\$0.00	\$21.40	\$29.04

Groundman/ Truck Dr. 0 months to 12 mos w/CDL year	\$16.82	\$3.75	\$0.40	\$0.04	\$0.00	\$2.01	\$0.00	\$23.02	\$31.43
Groundman / Truck Dr. 1 year or over	\$16.82	\$3.75	\$0.45	\$0.04	\$0.00	\$2.25	\$0.00	\$23.31	\$31.72
Groundman/ Truck Dr. 1 year or over w/ CDL	\$19.88	\$3.75	\$0.47	\$0.05	\$0.00	\$2.33	\$0.00	\$26.48	\$36.42

Apprentice	Percent									
1st 6 Mo	60.00	\$18.35	\$3.75	\$0.48	\$0.05	\$0.00	\$2.41	\$0.00	\$25.04	\$34.21
2nd 6 Mo	65.00	\$19.88	\$3.75	\$0.52	\$0.05	\$0.00	\$2.61	\$0.00	\$26.81	\$36.75
3rd 6 Mo	70.00	\$21.41	\$3.75	\$0.56	\$0.06	\$0.00	\$2.81	\$0.00	\$28.59	\$39.29
4th 6 Mo	75.00	\$22.93	\$3.75	\$0.60	\$0.06	\$0.00	\$3.01	\$0.00	\$30.35	\$41.82
5th 6 Mo	80.00	\$24.46	\$3.75	\$0.64	\$0.06	\$0.00	\$3.21	\$0.00	\$32.12	\$44.36
6th 6 Mo	85.00	\$25.99	\$3.75	\$0.68	\$0.07	\$0.00	\$3.41	\$0.00	\$33.90	\$46.90
7th 6 Mo	90.00	\$27.52	\$3.75	\$0.72	\$0.07	\$0.00	\$3.61	\$0.00	\$35.67	\$49.43

Special Calculation Note : Operator "A" John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
 Operator "B" Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
 Operator "C" Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

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

(1) Journeyman Lineman to (1) Apprentice

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 44

Change # : CN1-2008Loc44

Craft : Roofer Effective Date : 06/09/2008 Last Posted : 06/09/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Roofer			\$26.95	\$7.35	\$6.85	\$0.10	\$0.00	\$0.00	\$0.00	\$41.25	\$54.73
0-1850hours Applicant			\$11.75	\$0.25	\$0.25	\$0.10	\$0.00	\$0.00	\$0.00	\$12.35	\$18.23
Helper/ Trainee 1851 - 3350hrs			\$13.48	\$7.35	\$6.85	\$0.10	\$0.00	\$0.00	\$0.00	\$27.78	\$34.52
3351 - 4850hrs			\$17.52	\$7.35	\$6.85	\$0.10	\$0.00	\$0.00	\$0.00	\$31.82	\$40.58
4851 - 6350 hrs			\$21.56	\$7.35	\$6.85	\$0.10	\$0.00	\$0.00	\$0.00	\$35.86	\$46.64
6351 HOURS			\$26.95	\$7.35	\$6.85	\$0.10	\$0.00	\$0.00	\$0.00	\$41.25	\$54.73
Apprentice	Percent										
start of school	43.65	\$11.76	\$0.25	\$0.25	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00	\$12.36	\$18.25
1000 hrs worked/72 hrs school	50.00	\$13.48	\$0.25	\$0.25	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00	\$14.08	\$20.81
1200 hrs worked/144 hrs school	50.00	\$13.48	\$7.05	\$6.55	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00	\$27.17	\$33.91
1800 hrs worked/216 hrs school	63.05	\$16.99	\$7.05	\$6.55	\$0.10	\$0.00	\$0.00	\$0.00	\$0.00	\$30.69	\$39.19

2400 hrs worked/ 288 hrs school	75.00	\$20.21	\$7.05	\$6.55	\$0.10	\$0.00	\$0.00	\$0.00	\$33.91	\$44.02
3000 hrs worked/360 hrs school	88.00	\$23.72	\$7.05	\$6.55	\$0.10	\$0.00	\$0.00	\$0.00	\$37.42	\$49.27
3600 hrs worked /432 hrs school	100.00	\$26.95	\$7.05	\$6.55	\$0.10	\$0.00	\$0.00	\$0.00	\$40.65	\$54.12

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

Ratio :

2 Journeymen to 1 Apprentice
1 Journeymen to 1 non-Journeymen
per job/project.

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Lorain (North of the Turnpike)

Details :

An applicants work is limited to Non-application of bitumens or mastics or operating equipment that is motorized or complex mechanical.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Change # : CN02-2005Loc38VDV

Craft : Voice Data Video **Effective Date :** 11/03/2008 **Last Posted :** 11/14/2005

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrical-Installer Technician			\$22.95	\$4.65	\$1.36	\$0.42	\$0.82	\$0.00	\$0.00	\$30.20	\$41.67
Communication Technician			\$23.70	\$4.65	\$1.39	\$0.42	\$0.85	\$0.00	\$0.00	\$31.01	\$42.86
Apprentice	Percent										
1st 750 hours	55.00		\$12.62	\$4.65	\$1.09	\$0.42	\$0.45	\$0.00	\$0.32	\$19.55	\$25.86
2nd 750 hours	65.00		\$14.92	\$4.65	\$1.15	\$0.42	\$0.53	\$0.00	\$0.37	\$22.04	\$29.50
3rd 750 hours	75.00		\$17.21	\$4.65	\$1.21	\$0.42	\$0.61	\$0.00	\$0.43	\$24.53	\$33.14
4th 750 hours	80.00		\$18.36	\$4.65	\$1.24	\$0.42	\$0.65	\$0.00	\$0.46	\$25.78	\$34.96
5th 750 hours	85.05		\$19.52	\$4.65	\$1.27	\$0.42	\$0.70	\$0.00	\$0.49	\$27.05	\$36.81
6th 750 hours	90.00		\$20.66	\$4.65	\$1.30	\$0.42	\$0.74	\$0.00	\$0.52	\$28.28	\$38.61

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

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

Details :

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

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

The following work is excluded from the Teledata Technician work scope:

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

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

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

All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Voice Data Video

Change # : CN01-2005Loc129VDV

Craft : Voice Data Video **Effective Date :** 08/17/2005 **Last Posted :** 08/17/2005

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrical-Installer Technician			\$19.85	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$25.47	\$35.40
Communications Technician			\$20.60	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$26.22	\$36.52
Apprentice	Percent										
1st 750 hours	55.00	\$10.92	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$16.54	\$22.00
2nd 750 hours	65.00	\$12.90	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$18.52	\$24.97
3rd 750 hours	75.00	\$14.89	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$20.51	\$27.95
4th 750 hours	80.00	\$15.88	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$21.50	\$29.44
5th 750 hours	85.00	\$16.87	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$22.49	\$30.93
6th 750 hours	90.00	\$17.87	\$4.70	\$0.60	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$23.49	\$32.42

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON*, LORAIN*, MEDINA*

Special Jurisdictional Note : In Huron County the following townships are included: (Lyne, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield,

Fitchville and New London). In Lorain County the following townships are excluded: (Columbia). In Medina County the following townships are included: (Litchfield and Liverpool).

Details :

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

Vacation: 1 week for 1 year
2 weeks for 2 years or more

Holidays: Memorial Day - Fourth of July - Labor Day - Thanksgiving Day - Christmas Day - New Years Day

The following work is excluded from the Teledata Technician work scope:

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

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

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

All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lightning Rod

Change # : CN01-2007Loc38

Craft : Electrical **Effective Date :** 10/11/2007 **Last Posted :** 10/11/2007

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrician-Lightning Rod Installer 48 months and up			\$22.15	\$4.95	\$0.66	\$0.00	\$1.58	\$0.00	\$0.00	\$29.34	\$40.41
Lightning Rod Installer 36 to 48 months			\$15.51	\$4.95	\$0.47	\$0.00	\$0.76	\$0.00	\$0.00	\$21.69	\$29.44
Intermediate Journeymen			Percent								
1st 6months			50.00	\$11.08	\$4.95	\$0.33	\$0.00	\$0.54	\$0.00	\$16.89	\$22.43
2nd 6months			55.00	\$12.18	\$4.95	\$0.37	\$0.00	\$0.60	\$0.00	\$18.10	\$24.19
3rd 6months			60.00	\$13.29	\$4.95	\$0.40	\$0.00	\$0.65	\$0.00	\$19.29	\$25.93
4th 6months			65.00	\$14.40	\$4.95	\$0.43	\$0.00	\$0.70	\$0.00	\$20.48	\$27.68

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

Ratio : **Jurisdiction (* denotes special jurisdictional note) :**
3 Journeyman to 1 Apprentice CUYAHOGA, GEAUGA*, LORAIN*

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

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Change # : CN01-2008Loc88

Craft : Roofer Effective Date : 06/09/2008 Last Posted : 06/09/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Roofer			\$23.25	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$33.76	\$45.39
HELPERS											
1st year Helper - 1st 6 months			\$10.00	\$2.25	\$0.00	\$0.10	\$0.00	\$0.00	\$0.12	\$12.47	\$17.47
1st year Helper - 50% w/12 months			\$11.63	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$22.14	\$27.96
2nd year Helper - 56% w/12months			\$13.02	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$23.53	\$30.04
3rd year Helper - 62% w/12 months			\$14.42	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$24.93	\$32.14
4th year Helper - 68% w/12 months			\$15.81	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$26.32	\$34.23
5th year Helper -74% w/12 months			\$17.21	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$27.72	\$36.33
6th year Helper- 80%			\$18.60	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$29.11	\$38.41
Apprentice	Percent										
1st 6 months w/500 hrs	50.00		\$11.63	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$22.14	\$27.95

2nd 6 months w/500 hrs	56.00	\$13.02	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$23.53	\$30.04
3rd 6 months w/500 hrs	62.00	\$14.41	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$24.92	\$32.13
4th 6 months w/500 hrs	68.00	\$15.81	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$26.32	\$34.23
5th 6 months w/500 hrs	74.00	\$17.20	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$27.71	\$36.32
6th 6 months w/500 hrs	80.00	\$18.60	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$29.11	\$38.41
7th 6 months w/500 hrs	86.00	\$20.00	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$30.51	\$40.50
8th 6 months w/500 hrs	92.00	\$21.39	\$6.37	\$3.92	\$0.10	\$0.00	\$0.00	\$0.12	\$31.90	\$42.60

Special Calculation Note : Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour

Ratio :

No helper shall be used on any one job unless 3 Journeymen Apprentices are working on said job.
2 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, CARROLL, COSHOCTON, CRAWFORD, HOLMES, HURON, LORAIN*, MEDINA, PORTAGE, RICHLAND, SENECA, STARK, SUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note : In Lorain County (South of the Turnpike)

Details :

No helper shall be used on any one job unless three (3) or more Journeymen and Apprentices are working on said job.

Helpers are to be used in the handling of materials and equipment and shall not be required to use the tools of the roofers trade at any time.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Change # : CN03-2007Loc38VDV

Craft : Voice Data Video **Effective Date :** 11/21/2007 **Last Posted :** 11/21/2007

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrical-Installer Technician			\$21.95	\$4.95	\$1.91	\$0.42	\$1.51	\$0.00	\$0.00	\$30.74	\$41.71
Communication Technician			\$22.70	\$4.95	\$1.93	\$0.42	\$1.57	\$0.00	\$0.00	\$31.57	\$42.92
Apprentice	Percent										
1st 750 hours	55.00	\$12.07	\$4.95	\$1.61	\$0.42	\$0.83	\$0.00	\$0.00	\$19.88	\$25.92	
2nd 750 hours	65.00	\$14.27	\$4.95	\$1.68	\$0.42	\$0.98	\$0.00	\$0.00	\$22.30	\$29.43	
3rd 750 hours	75.00	\$16.46	\$4.95	\$1.74	\$0.42	\$1.14	\$0.00	\$0.00	\$24.71	\$32.94	
4th 750 hours	80.00	\$17.56	\$4.95	\$1.78	\$0.42	\$1.21	\$0.00	\$0.00	\$25.92	\$34.70	
5th 750 hours	85.00	\$18.66	\$4.95	\$1.81	\$0.42	\$1.29	\$0.00	\$0.00	\$27.13	\$36.46	
6th 750 hours	90.01	\$19.76	\$4.95	\$1.95	\$0.42	\$1.36	\$0.00	\$0.00	\$28.44	\$38.32	

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

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

Details :

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

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

The following work is excluded from the Teledata Technician work scope:

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

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

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

All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Change # : CN02-2005Loc38VDV

Craft : Voice Data Video **Effective Date :** 10/29/2007 **Last Posted :** 11/14/2005

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrical-Installer Technician			\$22.45	\$4.65	\$1.36	\$0.42	\$0.82	\$0.00	\$0.00	\$29.70	\$40.92
Communication Technician			\$23.20	\$4.65	\$1.39	\$0.42	\$0.85	\$0.00	\$0.00	\$30.51	\$42.11
Apprentice	Percent										
1st 750 hours	55.00	\$12.35	\$4.65	\$1.09	\$0.42	\$0.45	\$0.00	\$0.32	\$19.28	\$25.45	
2nd 750 hours	65.00	\$14.59	\$4.65	\$1.15	\$0.42	\$0.53	\$0.00	\$0.37	\$21.71	\$29.01	
3rd 750 hours	75.00	\$16.84	\$4.65	\$1.21	\$0.42	\$0.61	\$0.00	\$0.43	\$24.16	\$32.58	
4th 750 hours	80.00	\$17.96	\$4.65	\$1.24	\$0.42	\$0.65	\$0.00	\$0.46	\$25.38	\$34.36	
5th 750 hours	85.05	\$19.09	\$4.65	\$1.27	\$0.42	\$0.70	\$0.00	\$0.49	\$26.62	\$36.17	
6th 750 hours	90.00	\$20.20	\$4.65	\$1.30	\$0.42	\$0.74	\$0.00	\$0.52	\$27.83	\$37.94	

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

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

Details :

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

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

The following work is excluded from the Teledata Technician work scope:

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

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

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

All HVAC control work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside

Change # : CN01-2008Loc129in

Craft : Electrical **Effective Date :** 05/30/2008 **Last Posted :** 05/30/2008

				Fringe Benefit Payments							
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrician			\$29.35	\$6.25	\$5.10	\$0.22	\$0.00	\$0.00	\$1.19	\$42.11	\$56.79
Apprentice	Percent										
1st 6 months	35.00		\$10.27	\$6.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.36	\$16.88	\$22.02
2nd 6 months	45.00		\$13.21	\$6.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.47	\$19.93	\$26.53
2nd yr	50.00		\$14.68	\$6.25	\$5.10	\$0.22	\$0.00	\$0.00	\$0.84	\$27.08	\$34.42
3rd yr	60.00		\$17.61	\$6.25	\$5.10	\$0.22	\$0.00	\$0.00	\$0.96	\$30.14	\$38.95
4th yr	70.00		\$20.54	\$6.25	\$5.10	\$0.22	\$0.00	\$0.00	\$1.07	\$33.18	\$43.46
5th yr	85.00		\$24.95	\$6.25	\$5.10	\$0.22	\$0.00	\$0.00	\$1.24	\$37.76	\$50.23

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

Ratio :

1Journeyman to 1 Apprentice
 1 Journeyman to 1 Apprentices & 1 1st year Apprentice
 2 Journeyman to 1 Apprentices & 1 1st year Apprentice
 3 Journeyman to 1 Apprentices & 1 1st year Apprentice
 4 Journeyman to 2 Apprentices & 2 1st year Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON*, LORAIN*, MEDINA*

Special Jurisdictional Note : In Huron County the following townships are included: (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield,

Fitchville and New London). In Lorain County the following townships are excluded: (Columbia). In Medina County the following townships are included: (Litchfield and Liverpool).

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38

Change # : CN01-2008Loc38

Craft : Electrical Effective Date : 05/28/2008 Last Posted : 05/28/2008

			Fringe Benefit Payments								
			BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other	Total PWR	Overtime Rate
Classification											
Electrician			\$33.78	\$7.00	\$7.20	\$0.42	\$0.00	\$0.00	\$1.01	\$49.41	\$66.30
Apprentice	Percent										
1st 6months	35.00		\$11.82	\$7.00	\$0.00	\$0.42	\$0.00	\$0.00	\$0.35	\$19.59	\$25.50
2nd 6months	40.00		\$13.51	\$7.00	\$0.00	\$0.42	\$0.00	\$0.00	\$0.41	\$21.34	\$28.10
3rd 6months	45.00		\$15.20	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.46	\$27.76	\$35.36
4th 6months	50.00		\$16.89	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.51	\$29.50	\$37.95
5th 6months	55.00		\$18.58	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.56	\$31.24	\$40.53
6th 6months	60.00		\$20.27	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.61	\$32.98	\$43.11
7th 6months	65.00		\$21.96	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.66	\$34.72	\$45.70
8th 6months	70.00		\$23.65	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.71	\$36.46	\$48.28
9th 6months	75.01		\$25.34	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.76	\$38.20	\$50.87
10th 6months	80.00		\$27.02	\$7.00	\$4.68	\$0.42	\$0.00	\$0.00	\$0.81	\$39.93	\$53.45

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

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

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

CUYAHOGA, GEAUGA*, LORAIN*

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

Details :

OTHER COLUMN IS: NATIONAL ELECTRIC BENEFIT FUND

ATTACHMENT 14: PERFORMANCE AND PAYMENT BOND

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

_____, as Principal, at _____

_____ (Address)

and _____ as Surety, are hereby held and firmly

bound unto the State of Ohio, as Oblige, in the penal sum of _____ dollars, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake the Project known as:

Project No: DRC-050131

Project Name: Energy Conservation Project

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, _____, enter into a Contract with the Lake County Community College District, which said Contract is made a part of this Performance and Payment Bond the same as though set forth herein;

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the Oblige to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to the Plans and Specifications therefore shall in any way affect the obligations of said Surety on this Performance and Payment Bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

ATTACHMENT 15: GUARANTEE BOND

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

_____, as Principal, at _____

_____ (Address)

and _____ as Surety, are hereby held and firmly

bound unto the State of Ohio, as Oblige, in the penal sum of _____ dollars, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-bounden Principal entered into a certain written Service Agreement with the Ohio Department of Rehabilitation and Corrections dated _____ for services and other work to be performed upon, and to guarantee the achievement of certain energy savings from, the Energy Conservation Project (Project Number DRC-050131), which Service Agreement is hereby referred to and made a part of this Guarantee Bond the same as if set forth herein;

NOW, THEREFORE, if the above-bounden Principal shall well and faithfully do and perform the things agreed by the Oblige to be done and performed according to the terms of said Service Agreement, 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 Service Agreement or renewals to said Service Agreement shall in any way affect the obligations of said Surety on this Guarantee Bond, and it does hereby waive notice of any such modifications, omissions, additions, or renewals.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

ATTACHMENT 16: SPECIFICATIONS

SECTION 26 50 00 - LIGHTING

PART 1 GENERAL

1.02 DESCRIPTION

- A. Provide new luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts as specified herein. Luminaires shall be complete with lamps, lampholders, ballasts, end caps, coupling plates, stems, chains, auxiliary supporting steel, suspension straps, trim and other components as necessary for a complete and finished installation.
- B. Contractor's work shall include all labor, materials, tools, appliances and equipment necessary for and incidental to the delivery, installation and furnishing of all work described in paragraph A above.

1.03 REGULATORY AGENCIES

- A. Contractor shall provide luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts fabricated, wired and installed in compliance with current editions of all applicable city, state and national codes.
- B. Contractor shall provide luminaires, lamps and ballasts listed and labeled by Underwriters Laboratories (UL) or ETL Testing Laboratories.
- C. Contractor shall comply with applicable requirements of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA) NFPA 70 "National Electrical Code" (NEC), latest edition.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts shall be delivered to job site, factory-assembled and wired to the greatest extent practical, in strict accordance with approved shop drawings, certificates and catalog cuts, and shall be handled in a careful manner to avoid damage.
- B. Exposed finishes shall be protected during manufacture, transport, storage and handling. Delivered materials shall be identical to approved shop drawings. Damaged materials shall be repaired and/or replaced as directed by the Engineer.
- C. Luminaires, timer switches, occupancy sensors, LED exit lights and retrofit kits, lamps and ballasts shall be stored under cover, above the ground, in clean, dry areas, and shall be tagged and/or marked as to type and location.

PART 2 PRODUCTS

2.01 LUMINAIRES

- A. Luminaires shall be listed by application, manufacturer, model, and shall be approved by the Engineer and Owner.
- B. Luminaires shall be provided with lamps in the quantity, type and wattage specified and compatible with ballast.
- C. Lamp installation/removal shall be easily accomplished for all luminaires without tools. Attachments shall be secure and achieved with captive, non-removable fasteners. Luminaires shall allow replacement of ballast without removal of the luminaire or need for special tools.

D. Marking:

1. All luminaires shall be clearly marked for operation of specific lamps and ballasts.
2. For maintenance purposes, the following lamp characteristics should be noted, as applicable, in the format "Use.....Lamps Only":
 - a. Lamp diameter code (T-8), tube configuration (twin, quad), base type and nominal wattage.
 - b. Start type (rapid start, instant start).
 - c. Correlated color temperature (CCT) and color rendering index (CRI).
3. All markings related to lamp type shall be clear and located to be readily visible to service personnel, but invisible from normal viewing angles when lamps are in place.

E. Materials and Fabrication:

1. Unless otherwise noted, use only completely concealed hardware. Latching luminaire doorframes shall be unobtrusive. Make luminaire free from light leaks by the inherent design of the body and frame. Bond gaskets, when used, to the luminaire metal. Use bottom relamping unless otherwise noted.
2. Construct luminaires with the minimum number of joints. Make unexposed joints by approved method such as welding, brazing, screwing or bolting. Soldered joints are not acceptable.
3. Provide housing for luminaires that make electrical components easily accessible and replaceable, without removing the luminaire body from its mounting.

F. Luminaire Wiring:

1. Provide wiring between lampholders and associated operating and starting equipment in compliance with UL 1570 and NEC.
2. A one-lamp ballast may be used if luminaires are separated by more than 4 feet or if the nearest luminaire is on another control circuit.

G. Lampholders and Supports:

1. Provide lampholders that are white and constructed of heat resistant plastic. Lampholders shall comply with UL 542 and ANSI C81.
2. Lampholders for 4'-0" lamps shall be of the "knife-edge" variety so long as "knife-edge" is available for the specific socket type. In all cases, the lampholder providing the tightest electrical connection shall be provided. Follow ballast manufacturer wiring instructions.
3. Rigidly and securely attach lampholders to the luminaire enclosure.
4. Provide lampholders suitable for specified lamps, and position the lamps in optically correct spacing and relationship to lenses, reflectors, filters and baffles.

H. Finishes: Unless otherwise specified, provide reflective surface with a white baked enamel finish with a minimum reflectance of 86%. Prior to painting, give all parts proper etched surface preparation to assure paint adherence and durability.

I. Lenses, Louvers and Trim:

1. All lenses and louvers shall be positively held within the doorframes so that hinging or other motion of the frame will not cause the diffusing element to drop out.
2. For recessed luminaires with trim that is removable or open for access to the interior of the luminaire, and serves as ceiling trim, provide trim that is positively held to the luminaire body by adjustable means that permit the trim to be drawn up to the ceiling as tight as necessary to insure complete contact of trim with ceiling surrounding the luminaire.
3. Unless otherwise specified, prismatic lenses shall meet the following requirements:
 - a. Lens shall be made of clear virgin acrylic of nominal 0.125" overall thickness.
 - b. Lens shall be composed of either 1/8" or 3/16" male or female prisms with non-curved prism faces. Female prisms shall have a maximum depth of 0.053" for 1/8" prisms and 0.80" for 3/16" prisms. Male prisms shall have a minimum unpenetrated thickness of 0.90" or thicker.
 - c. Lens shall be a minimum of 7.5 oz. per square foot and show no visible evidence of sagging in the installed position.
 - d. Lens shall be strain-free, uniform in appearance and destaticized.
 - e. Lens shall have minimum 80% visible transmittance.

2.02 BALLASTS

A. PHYSICAL CHARACTERISTICS

1. Fluorescent ballasts may be rapid start or instant start. Preheat ballasts are not allowed.
2. Fluorescent ballasts shall be electronic, with an operating frequency between 20 and 60 kHz. Ballasts operating at 60 Hz., such as electromagnetic or cathode-disconnect ballasts, are not allowed.

B. POWER QUALITY

1. All fluorescent ballasts shall have a power factor greater than or equal to 0.95. High intensity discharge (HID) shall be manufacturer's standard high power factor, constant wattage type.
2. All fluorescent ballasts unless otherwise specified, shall exhibit a total harmonic distortion (THD), as defined by ANSI as the ratio of the harmonic content to the root-mean-square (rms) value of the periodic current, of less than 20%. Low harmonic distortion ballasts, if required by the Owner, shall have a THD of less than 10%.
3. The lamp current crest factor (CCF), defined as the ratio of peak lamp current to rms lamp current, shall not exceed 1.7, in conformance with ANSI Standard C82.11.

C. ELECTRICAL DATA

1. The maximum input power used by different types of ballasts shall not exceed the following values:

<u>Lamp Type</u>	<u>Number of Lamps</u>			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
F17T8	17	34	51	68
F32T8	32	64	96	128
F96T8	N/A	120	N/A	N/A

2. The acceptable range of electrode preheat voltages for fluorescent rapid start ballasts is as follows:

Preheat Voltage (V) Operating Voltage (V)

<u>Lamp Type</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
F32T8	3.0	4.5	2.5	4.4

3. The Ballast Efficacy Factor (BEF), defined as the ratio of the ballast factor in percent to active power in watts, demonstrated by different types of ballasts shall exceed the following values:

<u>Lamp Type</u>	<u>Number of Lamps</u>			
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
F17T8	4.700	2.800	2.000	1.570
F32T8	2.800	1.400	0.933	0.700
F96T8	N/A	0.750	N/A	N/A

E. LIFE

The minimum acceptable rated life of all ballasts shall be 15 years.

F. TEMPERATURE RATING

1. The lowest acceptable maximum temperature rating shall be 104 degrees F. (40 deg. C.).
2. The highest acceptable minimum starting temperature for all ballasts used indoors shall be 60 degrees F. (16 deg. C).

G. WARRANTY

The minimum acceptable warranty period for all ballasts shall be five years from the date of purchase.

H. CERTIFICATION

All ballasts shall be listed by Underwriter's Laboratories (UL), meeting all applicable UL safety requirements such as the Class "P" standard for indoor ballasts.

I. SOUND RATING

All ballasts shall have a sound rating of "A".

2.03 LAMPS

A. T-8 LAMPS

1. Lamp shall be rated at nominal 17, 32, and 59 Watts for 2 ft., 4 ft., and 8 ft. lengths, respectively.
2. Lamps shall be nominal T-8, 1" diameter tubes.
3. Lamps shall only be operated on ballasts designed for T-8 lamps.
4. Initial rated lumen output shall be at least 1,325, 2,800, and 5,700 lumens for 2 ft., 4 ft., and 8 ft. lengths, respectively.
5. Rated lamp life shall be at least 15,000 and 20,000 hours, per IES LM 40-87 operating on an instant start or rapid start mode, respectively.
6. Lamp Lumen Depreciation (LLD) for 4 foot lengths, shall result in a mean lumen value of at least 2,520 lumens (90% of the initial lamp lumens) at 40% of rated life (6,000 hours in instant start mode or 8,000 hours in rapid start mode) and at least 2,350 lumens (84% of

the initial lamp lumens) at 70% of rated life (10,500 hours in instant start mode or 14,000 hours in rapid start mode).

7. Mortality curves at 3 operating hours per start shall show that less than 15% of lamps are burned out at 70% of rated life (10,500 hours in instant start mode or 14,000 hours in rapid start mode).
8. Lamp phosphors shall be a composition which includes rare earth phosphors, with a correlated Color Rendering Index (CRI) of not less than 75 CRI (NEMA designation RE 735).

B. COMPACT FLUORESCENT LAMPS

1. Lamps shall fit existing fixtures without modification.
2. Lamps shall be screw-in, modular types with replaceable lamps.

2.04 OCCUPANCY SENSORS

- A. Wall switch sensors shall be capable of detection of motion at desktop level up to the specified square footage. Sensor shall control lighting in sensed area only.
- B. Wall switch sensors shall have a 180 degrees coverage capability maximum 300 square feet and 150 square feet for desktop activity, utilize advanced passive infrared (PIR) technology, can be set to operate as either Auto-ON or Manual-ON switches. With Auto-ON selected, the units will turn lighting on automatically upon occupancy detection. With Manual-ON, user must press the switch to turn lighting on. Then with either setting, lights turn off after the space is vacated and the time delay elapses. 1.0 mm hard poly IR 2 level lenses; 2 level lens for desktop detection, DIP switch adjustable unit sensitivity, tamper proof design, minimum 5 year warranty and UL and CUL listed.
- C. Ceiling mount sensors shall utilize advanced omni-directional Doppler technology, advanced signal processing (ASP) circuitry which filters out moving air noise by checking for small cyclical changes found in turbulent air to help eliminate false ON problems, DIP switch override and output disable, digital DIP switch time delay 15 seconds to 30 minutes. Ceiling mount sensors shall provide a minor motion coverage range of 150 to 1300 square feet with an overall ½ step coverage range from 300 to 2000 square feet.
- D. Occupancy sensors shall provide coverage of 100% of the controlled area.
- E. All sensors shall be capable of operating normally with electronic ballast and PL lamp systems.
- F. Coverage of sensors shall remain constant after sensitivity control has been set. No automatic reduction shall occur in coverage due to the cycling of air conditioner or heating fans.
- G. All sensors shall have user adjustable controls for time delay and sensitivity. Minimum delay range shall be 30 seconds to 30 minutes.
- H. In the event of failure, a bypass manual "override on" feature shall be provided on each sensor. When bypass is utilized, lighting shall remain on constantly or control shall divert to a wall switch until sensor is replaced. The override feature shall be designed for use by building maintenance personnel and shall not be readily achieved by building occupants.
- I. Ultrasonic microphone receiver frequency shall be 25 kHz or greater and shall be temperature and humidity resistant.
- J. All sensors shall provide an LED indication light to verify that motion is being detected and that the unit is working.

- K. Sensors shall be suitable for NEC 725 Class 2 wiring and use plenum cable when required.
- L. Specific low voltage wire surface routing shall be approved by the Engineer.
- M. Control Units - For ease of mounting, installation and future service, control unit(s) shall be able to mount on external J boxes and be integrated self-contained unit consisting internally of loan switching control relay and transformer to provide low-voltage power to a minimum of two (2) sensors.
- N. Relay Contacts shall have ratings of:
 - 10A - 120 VAC Tungsten
 - 20A - 120 VAC Ballast
 - 20A - 277 VAC Ballast
- O. Relay contacts shall be isolated.
- P. Between sensors and controls units shall be three (3) conductors, 18 AWG, stranded UL Classified, PVC insulated or TEFLON jacketed cable approved for use in plenums.
- Q. The minimum acceptable warranty period for all sensors and control units shall be five (5) years from the date of purchase.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install new luminaires complete with lamps, equipment, materials, parts, attachments, devices, hardware, hangers, cables, supports, channels, frames and brackets as necessary to make a safe, complete and fully operative installation.
- B. Install new lamps and ballasts in existing fixtures where required. Clean all existing reflectors, aperture plates, lenses, and louvers. To prevent static buildup on lenses and reflectors, clean with a manufacturer's recommended water-diluted solution of glass cleaner.
- C. Install timer switches and occupancy sensors where required. It shall be the contractor's responsibility with the supplier's assistance to locate and aim sensors in the correct location required for complete and proper volumetric coverage within the range of coverage(s) of controlled areas. Rooms shall have one-hundred (100) percent coverage to completely cover the controlled area to accommodate all occupancy habits of single or multiple occupants at any location within the room(s). The contractor shall provide additional sensors if required to properly and completely cover the respective room. Proper judgment shall be exercised in executing the work so as to ensure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference from structural components.
- D. Ground non-current-carrying parts of electrical equipment in accordance with UL and NEC provisions.

3.02 DISPOSAL

- A. All existing fluorescent lamps removed as part of the project shall be recycled. Contractor shall provide documentation of recycling upon request by the Engineer.
- B. Leaking PCB - containing ballasts shall be disposed of as regulated hazardous substances in a Toxic Substance Control Act (TSCA) permitted incinerator or chemical landfill. If a landfill is chosen, PCB's shall be removed prior to disposal of the capacitor. Intact PCB containing ballasts also may be disposed of by incineration or at a chemical landfill.

- C. Refer to the State of Ohio, Environmental Protection Agency (EPA) fact sheet dated April, 2002 on, "The Management of Fluorescent Lamps and PCB Ballasts in Ohio" for further guidance and regulations associated with the proper disposal of lamps and ballasts. Contact the EPA Division of Hazardous Waste Management at (614) 644-2917 or Office of Pollution Prevention at (614) 644-3469 for additional assistance.

3.03 FIELD QUALITY CONTROL

- A. Upon completion of installation, luminaires, lamps and ballasts shall be in first class operating order and free from defects in condition and finish. At time of final inspection, all luminaires and equipment shall be clean, fully lamped, and be complete with required lenses or diffusers, reflectors, side panels, louvers or other components necessary for the function of the luminaires. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to final inspection shall be replaced by Contractor prior to inspection.
- B. Furnish stock or replacement lamps and ballasts amounting to 2% (but not less than one in each case) of each type and size lamp and ballast used. Deliver replacement stock as directed.

3.04 SUPPORTS

Provide necessary hardware with luminaires, such as stems, plates, plaster frames, hangers and similar items, for safe luminaire support.

3.05 O&M MANUALS

The Contractor shall assemble and submit, in bound 8.5" x 11" format, an Operation and Maintenance Manual including product technical documents and cut sheets; manufacturer and product representative contacts; and operating and calibration instructions for all systems included in the upgrade, including but not limited to lamps, ballasts and lighting control devices. After approval by the Engineer, this manual will be kept on site for reference use by facility maintenance personnel. Transfer of the document will include a thorough walk-through and demonstration of upgrade equipment by Contractor for facility personnel and the Engineer.

END OF SECTION