



Minutes of the
Mental Health, Addiction and Recovery Services Board of Lorain County
Board Meeting held on November 15, 2023
at The Nord Center, 6140 South Broadway, Lorain, OH 44053

Board Members Present: Mike Babet, Tim Barfield, Patricia Bell, Tim Carrion, Michael Finch, Michele Flanagan, Earl Martin, Pat McGervey, Dr. Hope Moon, John Nisky, Clifton Oliver, James Schaeper, Robert Stipe, Daniel Urbin

Board Members Absent: David Ashenhurst, Monica Bauer, Sandra Premura

CALL TO ORDER

Board Chair Daniel T. Urbin called the meeting to order at 5:00 p.m. Roll call was taken and quorum found.

PRESENTATION

The Nord Center's Executive Director Don Schiffbauer and Chief Clinical Officer Dana Santo provided a tour of The Nord Center and gave a brief presentation of the work The Nord Center has done for Lorain County since 1947. (attachment)

APPROVAL OF MINUTES

RESOLUTION No. 23-11-01 Michele Flanagan motioned to approve the October 24, 2023 board meeting minutes. Seconded by Tim Barfield. Motion carried. Minutes approved.

COMMITTEE REPORTS

- Community Planning & Oversight Committee – Mike Babet
- Nominating Committee – Michele Flanagan
- Finance Committee – Michael Finch
- Governance Committee – James Schaeper

Executive Committee Report & Chairperson Report (verbal) – Daniel T. Urbin

Highlights

- Thanked everyone for the work that went in to the LCCRC Project groundbreaking ceremony. We had a successful turnout.



Minutes of the
Mental Health, Addiction and Recovery Services Board of Lorain County
Board Meeting held on November 15, 2023
at The Nord Center, 6140 South Broadway, Lorain, OH 44053

- Details are in the works for forming a Ad Hoc Levy Committee for 2024. Watch for email on information.
- New Year recognition is planned for January 23, 2024. Invite will go out to board of directors and staff.

Executive Director Report (report attached) by Michael K. Doud

Highlights

- Thanked everyone whom supported the LCCRC Project groundbreaking ceremony. The work for crisis care continues with a long list details to be worked out over the next 18 months (peer support services, transportation, cost reimbursement, etc.)
- During the groundbreaking ceremony Lori Criss, OhioMHAS, expressed how well Lorain County is doing in area of prevention, addressing SDoH with its partnerships with many community organizations.
- Levy 2024 planning discussions will begin January 2024.
- February 2024 there will be an update to the Community Assessment Plan (CAP) that is required by OhioMHAS. In addition, we will formulate a committee to discuss next steps regarding a Strategic Plan with items not identified in the CAP.
- FY2025 budget process will begin in January.

APPROVAL OF CONSENT AGENDA

RESOLUTION No. 23-11-02 Pat McGervery made a motion to approve the Consent Agenda. Second by Mike Babet. Motion carried. Consent Agenda approved.

UNFINISHED BUSINESS – None to report

NEW BUSINESS – None to report

PUBLIC COMMENT

- Don Schiffbauer wanted to take a moment and give many thanks to Lori Criss of OhioMHAS for her great support to the Nord Center and advocacy for crisis care in Lorain County.

UPCOMING COMMITTEE AND BOARD MEETINGS

- CP&O Committee – Tuesday, January 9, 2024 at 5:00pm
- Nominating Committee – Thursday, January 11, 2024 at 5:00pm (tentative)



**Mental Health,
Addiction & Recovery
Services Board of
Lorain County**

Minutes of the

Mental Health, Addiction and Recovery Services Board of Lorain County

Board Meeting held on November 15, 2023

at The Nord Center, 6140 South Broadway, Lorain, OH 44053

- Finance Committee – Tuesday, January 16, 2024 at 5:00pm
- Governance Committee – To Be Decided
- Board Meeting – Tuesday, January 23, 2024 at 5:00pm
- CP&O Committee – Tuesday, February 13, 2024 at 5:00pm
- Finance Committee – Tuesday, February 20, 2024 at 5:00pm
- Board Meeting – Tuesday, February 27, 2024 at 5:00pm

ADJOURNMENT

Meeting adjourned at 5:49pm

Board Chairperson

Board Secretary

BOARD OF DIRECTORS

Daniel T. Urbin, Chairperson

Mike Babet, Vice Chair

Sandra Premura, Secretary

James Schaeper, Chief Governance Officer

David Ashenhurst • Tim Barfield • Monica Bauer • Patricia Bell

Tim Carrion • Michael Finch • Michele Flanagan • Earl Martin • Pat McGervey

Dr. Hope Moon • John Nisky • Clifton Oliver • Robert Stipe

The Nord Center

Our Mission:

Engaging people in our community to achieve mental and emotional health through prevention, treatment and advocacy.



By the numbers



**Serving over
1,000**
case management
clients

Adult Behavioral Health

The Nord Center serves over 1,000 clients in our adult case management department. We offer several evidenced-based programs for adults with severe mental illness such as Assertive Community Treatment (ACT), First Episode Psychosis Program (FEP), and Early Severe Mental Illness Program (ESMIP). Each of these forms of treatment is research-based and works to maintain fidelity to a model that is proven to be the most effective for that condition.



**Reducing Problem
Severity by
-32%**

Children's Behavioral Health

To evaluate its children's services, The Nord Center uses a measure called the Ohio Scales. In this protocol, both the clinician and the parent evaluate the severity of the child's problem and the quality of the child's functioning with the goal of decreasing problem severity and improving functioning. For FY 2021, parents' assessments for 84 children were that problem severity decreased by 32% while the children took part in counseling services.



33,436
Hotline Calls

Crisis Services

In FY 2021 there were a total of 33,436 calls to the 24/7 hotline. These calls resulted in 1,943 crisis assessments performed in the community and 273 admissions to the crisis unit. Of those, 72 were for Substance Use Disorder (SUD) services. SUD services began on 10/23/2020, 4 months into the fiscal year, with 6 SUD beds and 6 mental health beds available in our 12-bed crisis stabilization unit.



+24%
Children Served

Sexual Assault Services

There was a 24% increase in children served at the Child Advocacy Center from FY 2020 to FY 2021. In FY 2021, 485 children were able to tell their story of abuse or assault at the Children's Advocacy Center through a forensic interview. In FY 2021, 1,696 people were served through Sexual Assault Services.



21,537
Nights of Shelter

Residential Services

In FY 2021, The Nord Center provided a total of 21,537 nights of shelter to our residential clients.

Adult Behavioral Health

- Individual Adult Counseling
- Assertive Community Treatment (ACT)
- Dual Diagnosis Treatment
- First Episode Psychosis Program
- Supported Employment
- Help for Hoarding Disorder
- Psychiatric Care

Child & Adolescent Behavioral Health

- Dialectical Behavioral Therapy
- Family Counseling/ Family Systems Approach
- Group Counseling
- Individual Counseling
- Problematic Sexualized Behavior, Assessment and Treatment
- Psychiatric Care
- Trauma-Focused Cognitive Behavior Therapy

Crisis Services

- Emergency Assessment
- Mobile Crisis Team
- Peer Support
- Crisis Hotline and 988
- Behavioral Health Urgent Care

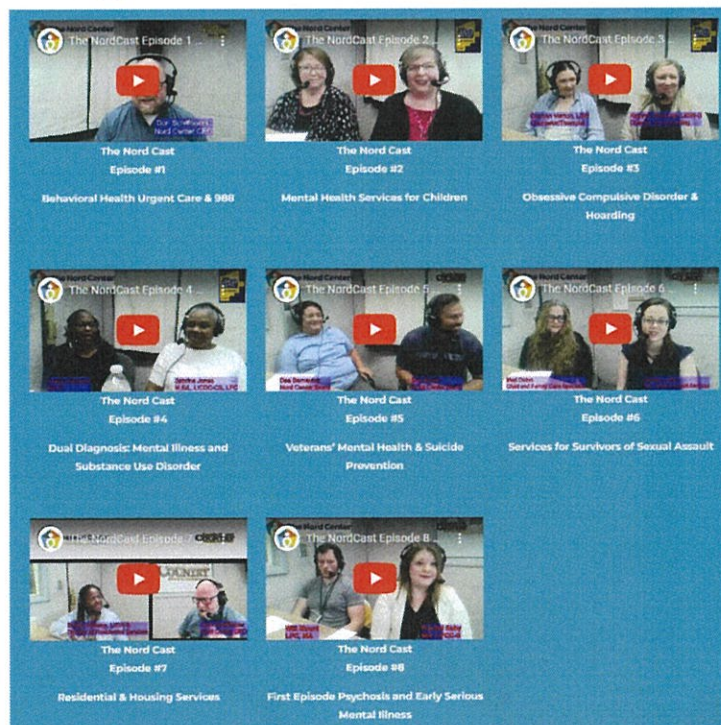
Sexual Assault Services

- For Adults, Adolescents & Children (Children's Advocacy Center)
- Criminal justice information
- Help with reporting
- Collection of evidence
- Advocacy and Support

Residential & Housing Services

- Homelessness Prevention
- Residential Services
- Permanent Supportive Housing
- Group Homes

Sharing our message



Collaborations: Puppy Tuesday



Collaborations: Harm Reduction Clinic



Collaborations: Bipolar Study



Volunteers Needed for Bipolar Disorder Research Study via CWRU

Complete questionnaires.
Attend educational sessions.
Receive monthly text messages.
You will be **compensated**
for your time.

To qualify:

- Be 18 years of age or older
- Have a diagnosis of bipolar disorder
- Have been prescribed medication for bipolar disorder
- Have a cell phone

**Call 1-888-819-0004 for more
information**



The Nord Center
Transforming Lives. Together.

Community Planning and Oversight Committee Report

Wednesday, November 1, 2023 5:00 p.m. MHARS Board Office

COMMUNITY PLANNING AND OVERSIGHT COMMITTEE: The Community Planning and Oversight Committee shall evaluate new programs and determine service gaps and unmet needs in the community. The Committee shall also set standards for evaluating service providers funded by the Board with respect to meeting the service terms of contracts, programs, goals and objectives, and the quality of service, and periodically monitor and review provider status. The Committee shall facilitate the development of a schedule of regular presentations to the BOD pertaining to current programming and emerging needs in the community.

Committee Members Present: Mike Babet, Committee Chair, David Ashenhurst, Earl Martin, John Nisky, Robert Stipe, Dan Urbin (ex officio)

Staff Present: Tonya Birney, Lauren Cieslak, Michael Doud, Arielle Edwards, Mark Johnson, Rebecca Jones, Vinaida Reyna

I. Informational:

A. Highlighted Events (see Attachment A)

- The Programs Team did a great job presenting some of the upcoming trainings/events we are offering in the community.

B. Future Achievement Development Program (see Attachment 'B')

- Rebecca Jones gave a brief overview of the program and asks the committee to start thinking about this possibly being something we offer in Lorain County with support from the Suicide Prevention Coalition. A full presentation will be provided in January 2024 to the committee.

II. Recommendations: **Agenda Process Sheet (APS)**

A. Data Management Software (see **APS 11.23.01**)

- Qualtrics Experience Management \$26,460
- Motion to approve and move the recommendation to the Finance Committee was made by David Ashenhurst and seconded by Robert Stipe. All in favor. Motion carried.

B. Galilean Theological Center (GTC) (see **APS 11.23.02**)

- Workforce Development \$20,000
- Motion to approve and move the recommendation to the Finance Committee was made by John Nisky and seconded by David Ashenhurst. All in favor. Motion carried.

C. Behavioral Health Wellness Coordinator (see **APS 11.23.03**)

- Educational Services Center \$67,760

Community Planning and Oversight Committee Report

Wednesday, November 1, 2023 5:00 p.m. MHARS Board Office

- Motion to approve and move the recommendation to the Finance Committee was made by Robert Stipe and seconded by David Ashenhurst. All in favor. Motion carried.

III. Unfinished Business

- A. Prevention in the schools and athletics targeted programming (see Attachments C & 'D')
 - Discussion connected Tonya Birney's presentation on Prevention with the Governor and this committee's focus on training coaches with consideration of injuries leading to risk of pain medication abuse, addiction and depression. The Committee asked to bring this item back to the committee in January.

IV. New Business – None to report

Adjournment at 7:17pm

Following Meeting: 5:00 pm, **Tuesday, January 9, 2024** MHARS Board Office

Attachment A

**OCTOBER UPDATES AND
UPCOMING TRAININGS AND OUTREACH NOVEMBER 2023**

OCTOBER

18-20 Peer Recovery Supporter Training
25 – Guide to Chronic Pain Management Training
27 – LC Crisis Center Groundbreaking Ceremony

Tonya Birney
Lauren Cieslak
Michael Doud

NOVEMBER

10 – El Centro's 49th Annual Gala Fundraiser
LCCC Spitzer Center 6:00-10:00pm

Peggy Baron

DECEMBER

14 – LCPH Zero-Proof Mix-Off at LCCC 5:00pm

Peggy Baron

JANUARY 2024

18&19 ASIST Training at ALC 8:00-5:00pm
20 MHFA Training at ALC 8:30-5:00pm

Rebecca Jones
Danny Castro



Future Achievement Development Program

Foundational Principles for Personal & Professional Growth

The **Personal Leadership Effectiveness™ Value Proposition** is the foundation to the **Future Achievement Development Program**. The proposed Classroom Sessions outlined below are designed to be delivered in 12 Classroom Sessions. Each Classroom Session is structured for 90 minutes. Other options for delivering this Course in various instructional settings are available and can be discussed prior to engagement.

Personal Leadership Effectiveness™

- **Session 1: Introduction**

- ⇒ Why **Personal Leadership Effectiveness** is foundational the rest of your life, and important both personally and professionally.
- ⇒ The Importance of your Character, Behavior, Attitudes, Beliefs, and Commitments.
- ⇒ Overview of **MAXIMIZERS Principles**.
- ⇒ The Importance of Behavior – Overview of the Four Behavior Traits
- ⇒ Administer MERIT Profile Assessment
- ⇒ Assign **PLE Mentors** (When available.)

Attitudes Principles (3)

An individual's 'attitudes' have to do with their mindset. Competency in these three MAXIMIZERS Principles involves having a 'can do' attitude towards life and being able to see things in their proper perspective so that progress can be made toward personal and professional goals and objectives.



- **Session 2: Make Things Happen:** How to change habits and develop personal disciplines.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 3: Achieve Personal Significance:** How to build a strong self-image.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 4: X-Out the Negatives:** How to deal with fears, problems, and other difficulties.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.

Beliefs Principles (2)

An individual's 'beliefs' involve their core values and their understanding of their life purpose. These important factors affect every decision a young person will make. The sooner in life that they can clearly articulate these factors, the more successful they will be at achieving their personal and professional goals.



- **Session 5: Internalize Right Principles:** How to live a value-driven lifestyle.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 6: March to a Mission:** How to build a sense of personal mission and purpose.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.



Future Achievement Development Program

Foundational Principles for Personal & Professional Growth

Commitments Principles (5)

An individual's 'commitments' are things they 'will do' because of their attitudes and beliefs. To achieve personal and professional success in life it is vital that a young person be able to convert their positive attitudes and firmly held beliefs into actions that will bring about sustainable transformation.



- **Session 7: Integrate All of Life:** How to develop balance in attitudes, priorities, and goals.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 8: Zero In on Caring for People:** How to listen, confront, empathize, and coach.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 9: Energize Internally:** How to live a Character-Based lifestyle.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 10: Realign Rigorously:** How to make mid-course corrections and handle change.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 11: Stay the Course:** How to stay focused and not quit on the important issues.
Personal Impact | Professional Impact | Guest Speaker | Participant Feedback.
- **Session 12: PLE Reflection & Proficiency Test**
 - ⇒ Review Activity Sheets and Forms for the Future Achievement Development Program.
 - ⇒ Participant Reflection Time
 - ⇒ **PLE Proficiency Test**
 - ⇒ Certificate of Completion | Hiring Advantage Package | Video Taping



PLE Definition:

The skill of leading and governing yourself to reach your full potential.



Make Things Happen
Achieve Personal Significance
X Out the Negatives
Internalize Right Principles
March to a Mission
Integrate All of Life
Zero In on Caring for People
Energize Internally
Realign Rigorously
Stay the Course

Impacting and Transforming Lives...One Life at a Time!

Governor DeWine Announces Resources Available for School Athletic Coaches to Better Support Athletes

September 12, 2023

(COLUMBUS, Ohio)—Ohio Governor Mike DeWine announced the availability of state training resources aimed at giving Ohio school athletics coaches the tools they need to help student athletes struggling with their mental health. The recently passed biennial budget -- [House Bill 33](#) -- includes a provision that requires all coaches to complete the training before they can apply for or renew their pupil activity program permits.

“Coaches know how to motivate young people and lead them to success on the field, but may not be aware of how to help student-athletes with the challenges they may be facing off the field,” said Governor DeWine. “The goal is to give coaches the tools they need to help identify student athletes who may be struggling and connect them with the help they need.”

The new law requires the Ohio Department of Education to work with the Ohio Department of Mental Health and Addiction Services to provide options of approved trainings that help coaches satisfy requirements needed to obtain pupil activity permits, which are required for licensed educators and non-licensed school employees who direct, supervise, or coach a student activity program that involves athletics, routine or regular physical activity, or activities with health and safety considerations. An individual must complete the training each time the individual applies for or renews a pupil activity program permit and present evidence of each successful completion to the State Board of Education.

“This law does not intend to make coaches act as therapists or other mental health professionals,” said Ohio Department of Mental Health and Addiction Services Director Lori Criss. “The training helps them recognize signs of potential mental health issues and how to take action to connect students and their families with the right people in their communities who can help.”

Students face a new set of challenges, as described by the United States Surgeon General Vivek H. Murthy in his [Protecting Youth Mental Health advisory](#). In the decade leading up to the pandemic, feelings of persistent sadness and hopelessness—as well as suicidal thoughts and behaviors—increased nearly 40 percent among young people, according to the Centers for Disease Control and Prevention’s [Youth Risk Behavior Surveillance System](#).

“Coaches have a unique view of students’ lives as they face challenges and experience successes alongside their peers outside of the school day,” said Dr. Chris Woolard, interim superintendent of public instruction. “Mental health training can help coaches recognize and respond to students’ needs to ensure they are supported in all of their environments, including athletics spaces.”

Attachment C

Athletic coaches can access the approved trainings through the [Ohio Department of Mental Health and Addiction Services webpage](#). Some of the approved trainings are available at no cost. Individuals can access more information about the requirement on the Department's [coaching permits webpage](#).

For more on what Ohio is doing to address mental illness and substance use disorders, visit the OhioMHAS website at: <https://mha.ohio.gov/>.



WHAT IS PREVENTION?



Ohio Prevention promotes the health and safety of individuals and communities. It focuses on reducing the likelihood of or delaying the onset of behavioral health problems (i.e. substance abuse, mental illness, suicide and problem gambling). Interventions Primary prevention services are a planned sequence of culturally appropriate, science-driven strategies intended to facilitate attitude and behavior change for individuals and communities. They can be direct or indirect.

* Direct Services: Interactive prevention interventions that require personal contact with small groups to influence individual-level change.

* Indirect Services: Population-based prevention interventions that require sharing resources and collaborating to contribute to community-level change.



THE PUBLIC HEALTH MODEL

Prevention in Ohio is grounded in the public health model, which focuses on improving the well-being of populations. Public health draws on a science base that is multi-disciplinary and engages the entire community through the social-ecological model. Prevention aims to reduce underlying risk factors that increase the likelihood of mental, emotional and behavioral (MEB) health disorders and simultaneously to promote protective factors that decrease MEB health disorders. MEB health disorders include but are not limited to substance use disorders, mental illness, suicide, problem gambling, etc.

CSAP Prevention Strategies

1. Information Dissemination
2. Prevention Education
3. Alternative Activities
4. Community Based Process
5. Problem ID & Referral
6. Environmental

The prevention strategies of community-based process, education and environmental are key prevention strategies, due to the intervention strength they contribute to influencing attitudes, behaviors, policy standards and impacting outcomes at the community and societal levels.

EDUCATION:

Focuses on the delivery of services to target audiences with the intent of influencing attitude and/or behavior.



THE CENTER FOR SUBSTANCE ABUSE PREVENTION (CSAP) STRATEGIES DEFINE

A Comprehensive Approach to Prevention Service Delivery



Community-Based Process

The community-based process (CBP) is essential to comprehensive prevention efforts. CBP acts as the foundation for the other five strategies. Without a CBP, none of the other CSAP strategies can be implemented, and if they are, they certainly will not be as effective. Strategies should be selected through a community-based process (e.g. a community coalition or a youth-led program), and not merely by one prevention professional or prevention agency. All other strategies are organized, planned, and implemented as a result of the collaboration during a community-based process. This strategy focuses on enhancing the ability of the organization or community to provide prevention services through planning, training, interagency collaboration, coalition building and/or networking. Community-based process activities are essential to effectively implement an environmental strategy. Planning and meeting must result in the selection of either a prevention education or environmental strategy to allow for the return on investment of the community's resources invested in the coalition building, capacity building and planning process.

Education

This strategy focuses on the delivery of services to target audiences with the intent of increasing knowledge and skills as well as influencing attitude and/or behavior. It involves two-way communication and is distinguished from information dissemination by the fact that interaction between educator/facilitator and participants is the basis of the activities. Activities influence critical life skills and social/emotional learning including decision-making, refusal skills, critical analysis and systematic judgment abilities.

Environmental

This strategy is designed to establish or change standards or policies that will reduce the incidence and prevalence of behavioral health problems in a population. This is accomplished through media, messaging, policy and enforcement activities conducted at multiple levels in the social-ecological model (considers the complex interplay between individual, relationship, community, and societal factors).

The following three strategies support the implementation of the above key strategies. These are implemented in conjunction with Community-Based Process, Education and Environmental strategies.

* **Alternatives:** This strategy focuses on providing opportunities for positive behavior support as a means of reducing risk taking behavior and reinforcing protective factors. Alternative programs include a wide range of social, cultural and community service/volunteer activities. These activities must be conducted as a part of a larger comprehensive prevention effort and are best when paired with opportunities to build attachment and bonding to families, schools, communities, and peers. Otherwise, they are merely a fun activity that cannot be distinguished from healthy participation in community life.

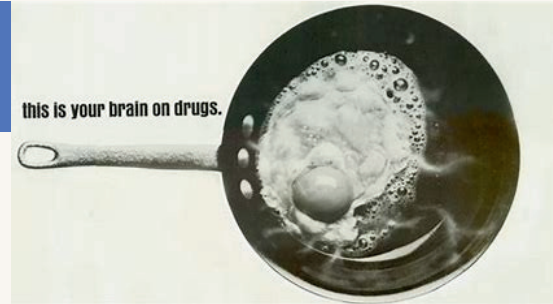
* **Information Dissemination:** This strategy focuses on building awareness of mental, emotional and behavioral health and the impact on individuals, families and communities, as well as the dissemination of information about prevention services. It is characterized by one-way communication from source to audience.

* **Problem Identification & Referral:** This strategy focuses on referring individuals who are currently involved in primary prevention services and who exhibit behavior that may indicate the need for a behavioral health assessment. This strategy does not include clinical assessment, treatment for behavioral health disorders. Although SBIRT (Screening Brief Intervention and Referral to Treatment) services could be included in this strategy, it cannot be funded by SAPT block grant prevention funds. The Problem Identification and Referral strategy is implemented when an individual enrolled in a direct service is identified as possibly needing or may benefit from services that exceed the scope of prevention.



PREVENTION IS NOT...

????????????



- Drug/paraphernalia displays
- Scare Tactics
- Stories by Individuals in recovery
- General awareness/statistics
- Information on drugs and their effects (posters of drugs, needles in arms, overdose victims, pictures/videos of car crashes, etc.)
- Teaching signs and symptoms of addiction
- Information on treatment and recovery
- Program promotion
- Relapse prevention and aftercare

Risk and Protective Factors

Risk factors -A characteristic at the biological, psychological, family, community, or cultural level that precedes and is associated with a higher likelihood of problem outcomes.

Protective factors-A characteristic at the individual, family, or community level that is associated with a lower likelihood of problem outcomes. Also known as “assets,” protective factors are conditions that help to buffer youth from exposure to risk factors by either reducing the impact of the risk factor or changing the way that youth respond to those risks.



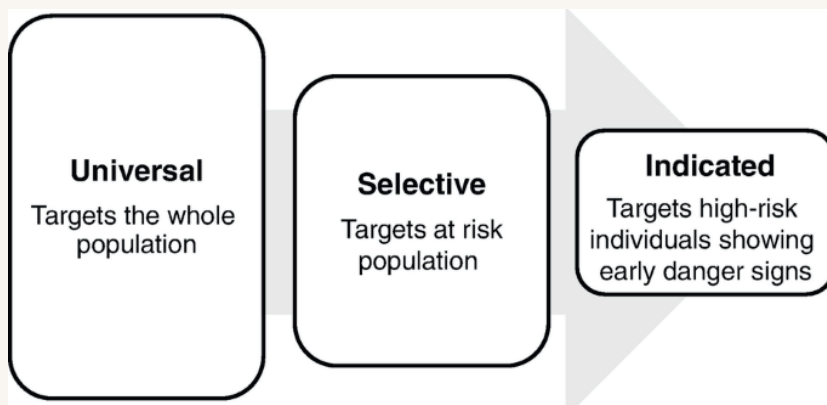
PREVENTION EDUCATION STRATEGY

Evidence Based Prevention Education Services

Funded by the MHARS Board of Lorain County

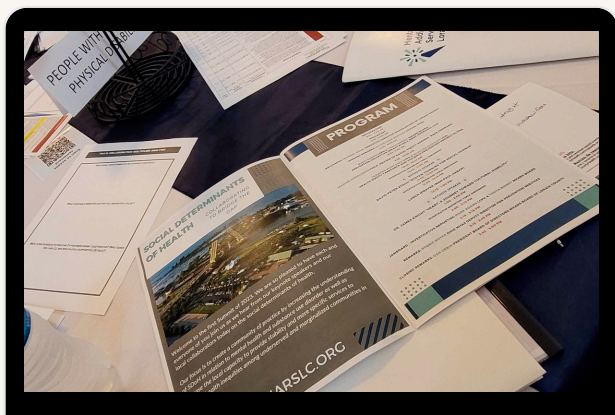


- Botvin's LifeSkills
- Too Good for Drugs
- PAX TOOLS & PAX Good Behavioral Game
- Risky Business
- This is Not About Drugs
- Youth Mental Health First Aid
- Question, Persuade and Refer
- Keepin' It REAL
- Girls Circle
- Boys Council
- PreVenture
- Project AMP
- Reconnecting Youth
- Sources of Strength



*Communities That Care of Lorain County (CTC) is Lorain County's Drug Free Community Coalition.

CTC uses a broad-based coalition of stakeholders that used youth survey and other data to identify problematic levels of risk factors, protective factors and other problem behaviors in Lorain County to implement tested and effective prevention strategies as a way to address prioritized needs



- •
- •
- •
- •



- •
- •
- •
- •

Mission

Communities That Care (CTC) is a strong partnership within the community that helps our youth face the many challenges ahead of them including substance use.

We Vision a Community that: Promotes collaboration among families, fosters collaboration among schools and communities, supports positive youth development, works to prevent problem behaviors.

COMMUNITIES THAT CARE SURVEY TOOLS

Students in Grades 7-12



*Data: To provide a snapshot of youth health behaviors in each county across the state of Ohio and to better understand interrelated issues and address youth needs

*Planning: For needs assessment, strategic planning, and to help schools determine priorities

*Policy and Programming: To guide policy, to prioritize program strategies, to track progress program goals, and to meet state and federal program requirements

*Funding: To provide rationale for federal, state, local, and foundation grants

*Advocacy: To raise awareness of youth needs, to foster stronger school-parent-community relationships, and to promote healthy life choices



PRIDE STUDENT SURVEY

Why Conduct
a Student
Survey?

Learn more...



Students in Grades 4-6

*Pride's Student Surveys for Grades 4-6 collects data from intermediate grade students as they begin to develop attitudes and behaviors about alcohol, tobacco and other drug use, as well as violence and bullying.

*It is the most widely used elementary questionnaire in the nation, with over 1.3 million students having been surveyed to date.

*In addition to serving as a reliable substance abuse survey for students, these questionnaires also gather information regarding home and family life, how students perceive violent behaviors, and what they do in their free time.



Nominating Committee Meeting Report

Thursday, November 2, 2023 5:00 p.m. Conference Room

NOMINATING COMMITTEE: *The Committee shall conduct interviews and shall make recommendations of potential BOD members to the BOD to formally request the appropriate appointing authorities to fill vacancies. The Committee shall endeavor to ensure that the composition of the BOD reflects the demographic characteristics of Lorain County.*

The Nominating Committee shall have the responsibility to prepare, recommend, and nominate candidates for election as officers to be submitted to the BOD at its May meeting, after soliciting names of candidates from the members of the BOD after which the nominations shall be closed. The Nominating Committee shall convene, consider, and recommend to the BOD candidates for vacant officer positions and shall act by a majority vote of its members. The Nominating Committee shall propose the slate of candidates for BOD officer positions by the June Board meeting each year. The Committee will have supervisory capacity regarding new member orientation. The Committee will establish and supervise a Board Member Mentoring Procedure Process for Community Representatives serving on the Committees.

Committee Members Present: Michele Flanagan (Committee Chair), Tim Carrion, Dr. Hope Moon, Sandra Premura

Committee Members Absent: Mike Babet, Dan Urbin (ex-officio)

Staff Present: Michael Doud, Vinaida Reyna

- I. **Informational:**
 - a. Reviewed interview questions (attachment)
 - b. Interview Schedule (attachment)
 - Charlita Anderson-White (5:05pm)
 - Wanda Ewing (rescheduled for a later date per committee's approval)
- II. **Recommendation** – None at this time
- III. **Unfinished Business** – None at this time
- IV. **New Business:**
 - Kreig Brushnahan has expressed an interest to be reconsidered for a future vacant seat. The committee recommends adding Kreig's application into the pool of candidates.
- V. **Consent Agenda Recommendation:**
 - Dr. Hope Moon made a motion to recommend the full board to approve Charlita Anderson-White's application to go to OHMHAS for consideration in filling the current vacant seat with partial term through June 30, 2025. Second by Tim Carrion. All in favor. Motion carried.

Adjournment at 5:45pm

Next meeting: To be discussed

Nominating Committee Interview Schedule

September 7, 2023

Interview Schedule	
Time	Name

Sample Interview Questions and Information to Share:

Share:

1. (After introductions), please share with us a brief summary of your work history.

(How Appointing Authorities appoint Board Members): According to Ohio Revised Code, for boards operating as 18-member boards, the director of Ohio Mental Health and Addiction Services (OhioMHAS) appoints eight (8) members of the board, and the Lorain County Board of County Commissioners appoint ten (10) members.

The MHARS Board can only *recommend* new Board Members to either of the two appointing authorities.

Required positions on the Board: Of the eight (8) positions filled by the Ohio Department of Mental Health and Addiction Services, according to Ohio Revised Code at least one member of the Board of Directors must fill these positions:

- (1) a clinician with experience in the delivery of mental health services,
- (2) a clinician with experience in the delivery of addiction services,
- (3) an individual who self identifies as receiving or had received mental health services (consumer),
- (4) an individual who self identifies as receiving or had received addiction services (consumer),
- (5) a family member of an individual who receives or had received mental health services, and
- (6) a family member of an individual who receives or had received addiction services.

Others not assigned these specific positions are “advocates.”

Terms: According to Ohio Revised Code for Mental Health, Alcohol and Drug Addiction Boards: Four years is a full term. Board Members can be appointed to fill partial, unexpired terms and for a maximum of ten (10) years.

Committees: [On the list given to you](#), which committees are of interest to you and why?

Suggested questions (Committee members are encouraged to ask other questions of the interviewee).

1. Time commitment: i) Most work is done in committees; ii) Committee and board meetings typically last 1-1/2 hours; and iii) educational training is annually-required for all Board Members per OhioMHAS.

- a. If appointed, are you able to devote this amount of time to serve on this Board?

2. Please tell us what motivates you in wanting to serve on the MHARS Board of Directors?

Nominating Committee Interview Schedule

3. Share with us your knowledge about the Mental Health, Addiction and Recovery Services Board of Lorain County and its provider agencies.
4. To avoid a conflict of interest: Do you have relatives who work for or serve on a board of our provider agencies on [the list given to you](#)? Also, are you related to anyone currently serving on the Lorain County Board of Commissioners?
5. Please share with us 1-2 examples when you may have advocated for a cause.
6. Have you ever had opportunities to volunteer for a levy campaign?
7. Do you have any questions of us?

Explain next steps and thank you.

Given to all candidates:

___ Provider Agencies List

___ List of Committees

Forms: ___ Code of Conduct and ___ Statement of Expectations

OHIO MENTAL HEALTH AND ADDICTION SERVICES (OhioMHAS)
ADAMHS/CMH/ADAS BOARD MEMBER APPOINTMENT APPLICATION (Revised 4-3-2017)

☐ 14 Member Board ☒ 18 Member Board

Board Name: Mental Health, Addiction and Recovery Services MHARS Board of Lorain County

Board Director Name and Title: Michael K. Doud, Executive Director

☒ New Application ☐ Renewal Application ☒ Full Term ☐ Partial Term

Appointment Type (Applicants can select both mental health clinician and addiction clinician if they are qualified by scope of practice or licensure.)

Mental Health: ☐ Clinician ☐ Consumer ☐ Family Member ☐ Other _____

Addiction: ☐ Clinician ☐ Consumer ☐ Family Member ☐ Other _____

Gambling: ☐ Clinician ☐ Consumer ☐ Family Member ☐ Other _____

Personal Information

Name: Charlita
 Anderson-White
 Address:
 Drive (Home)
 City: Zip Code:
 County of Residence: Lorain
 Preferred Phone Number(s):
 Preferred e-mail Address(es):
 Preferred Mailing Address: Home

Education

Type	Name and location of School or University	Year Graduated	Degree
High School	Cass Technical High School, Detroit, Michigan	1979	
College	Northern Michigan University, Marquette, Michigan	1983	B.S.
Other	Cleveland State Univ, College of Law, Cleveland Ohio Indiana Wesleyan University, Marion, Indiana	1987 2010	JD MBA/Healthcare Management

Community Organization Affiliations (past and present)

Community Foundation of Lorain County, Board Chair-2023	2016	Present
Oberlin Community Services, Board Member	2022	Present
Lorain County Office on Aging, Board Member	2023	Present
Lorain County Bar Association, Member and Board Chair (2019-2020)	2012	2020

Outside Circle Theater Project, Founder/Chief Administrative Officer	2022	Present
Lorain County Urban League, Board Member	2013	2021
Lorain County Free Clinic, Member, Advisory Board	2011	2022

Please describe your reasons for wanting to serve as a Volunteer (unpaid) Board member:

As my application demonstrates, I have a long history of community service. Through my association with a variety of agencies and from my former service as a Juvenile and Adult Drug Court (aka Family Reunification Court) Magistrate, I have more than a passing acquaintance with the MAHRS agency and both current and former board members. When my dear friend, Michele Flanagan contacted me about possible board membership, I was flattered and honored, knowing of the impressive work you do, and services provided. I would be happy to have the opportunity to serve on this distinguished board. I retired from my position with the court in December 2022, so I have more time to devote to servant leadership if no conflict of interest exists amongst the agencies I currently serve. I am always mindful that while my intentions are pure, I must be careful not to over-commit and under-perform. With that, I will defer to the Nominating Committee and board for further consideration.

(Rev April 3, 2017) OhioMHAS-ADM-014

OhioMHAS BOARD MEMBER APPOINTMENT APPLICATION

Population Equality Representation Declaration

OhioMHAS is required to assure that member appointment reflects the composition of the population of the service district as to race and sex. The following information is used to assure equal representation. Completion of the following section is voluntary and is not required to consider or appoint you as a Board member, but does give you the opportunity to declare how you identify yourself. Please check all that apply and specify as you wish.

Race: ☐ White/Caucasian ☒ Black/African American ☐ American Indian ☐ Alaska Native

☐ Asian ☐ Native Hawaiian or Pacific Islander ☐ Other _____

Ethnicity: ☐ Appalachian ☐ Hispanic ☐ Latino/Latina ☐ of Spanish origin ☐ other _____

Gender ☒ Female ☐ Male ☐ Other _____

Conflict of Interest Assurance: By signing below I attest that the following statements are true:

- Neither I nor my spouse, child, parent, brother, sister, grandchild, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law serves on the governing board of any provider with which the board of alcohol,

drug addiction, and mental health services which I am applying for board membership has entered into a contract for the provision of services or facilities.

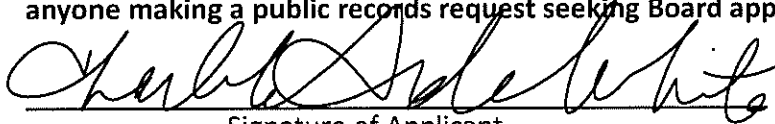
- I am not an employee of any provider with which the board of alcohol, drug addiction, and mental health services which I am applying for board membership has entered into a contract for the provision of services or facilities.
- Neither I nor my spouse, child, parent, brother, sister, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law serves as a county commissioner of a county or counties in the alcohol, drug addiction, and mental health service district.

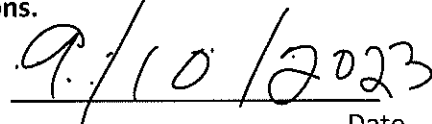
Volunteer (unpaid) Board Member Duties:

- 1) Attend all board meetings
- 2) Attend annual board member training
- 3) Maintain professional licenses; (if applicable) and
- 4) Serve on applicable subcommittees of the boards.

Applicant's Statement: I have read and completed the application accurately and honestly. I attest that I am a resident of the County specified; I deny any conflicts of interest and agree to fulfill Volunteer Board Member Duties to the best of my ability. I acknowledge that service on the Board is unpaid (with reimbursement for mileage and authorized expenses only) and provides me with an opportunity to serve my local community. I understand that appointment makes me ineligible to be employed at a contract provider of the Board and if such employment should be desired in the future I will follow all directives of the Ohio Ethics Commission including resignation from the Board and completion of prescribed waiting period before accepting employment with a contract agency.

I understand and agree that all information contained in this application is a public record. I hereby grant the Department of Mental Health and Addiction services permission to release my application, including my status as a consumer of either mental health or alcohol and drug addiction services, to anyone making a public records request seeking Board applications.


Signature of Applicant


Date

OhioMHAS BOARD MEMBER APPOINTMENT APPLICATION

Finance Committee Meeting Report

Wednesday, November 8, 2023 5:00 p.m. Conference Room

FINANCE COMMITTEE: The Finance Committee shall review all expenditures of the Board monthly financial statements and shall report on these to the BOD. The Committee shall review the annual budget proposed by the Executive Director and shall make recommendations on the annual budget to the BOD.

The Committee shall review results from the annual county financial audit and monitor the implementation of any corrective action plans required by the audit.

Committee Members Present: Michael Finch (Acting Committee Chair), Monica Bauer, Patricia Bell and Pat McGervey

Committee Members Absent: Tim Barfield, Dan Urbin (ex officio)

Staff Present: Michael Doud, Barry Habony and Johanna Vakerics

The Finance Committee met at the Board Administration Building Conference Room on November 8, 2023 at 5:00 p.m. and reports one (1) informational items and six (6) recommendations.

Informational Items:

1. **List of Contracts** – The Committee reviewed the attached list of *Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors.*

Recommendations:

1. **Approval of the Fiscal Year 23 Statement of Revenue and Expenses and Statement of Cash Position** – The Committee reviewed the attached fiscal year 23 Statement of Revenue and Expenses and Statement of Cash Position, along with supporting schedules for the period ended October 2023 and found them to be in order.

(Resolution 23-11-09) The Committee **Recommends** approval of the fiscal year 23 financial statements for the period ended October 2023.

2. **Approval of the Fiscal Year 24 Statement of Revenue and Expenses and Statement of Cash Position** – The Committee reviewed the attached fiscal year 24 Statement of Revenue and Expenses and Statement of Cash Position, along with supporting schedules for the period ended October 2023 and found them to be in order.

(Resolution 23-11-10) The Committee **Recommends** approval of the fiscal year 24 financial statements for the period ended October 2023.

Finance Committee Meeting Report

Wednesday, November 8, 2023 5:00 p.m. Conference Room

3. **Approval of the MHARS Board Listing of Expenses for September** – The Committee reviewed the attached Listing of Expenses for October 2023 totaling \$2,249,501.19 and found them to be in order.

(Resolution 23-11-11) The Committee Recommends approval of the MHARS Board October 2023 Listing of Expenses.

4. **Approval of the MHARS Board Revised Budget for Fiscal Year 24** – The Committee reviewed the attached MHARS Board Revised Budget for Fiscal Year 24. The budget revisions for fiscal year 24 were found to be in order.

(Resolution 23-11-12) The Committee Recommends approval of the MHARS Board Revised Budget for Fiscal Year 24.

5. **Approval of Contracts** – The Committee reviewed the attached list of *Contracts to be Authorized by the MHARS Board of Directors*, which includes contracts recommended for approval from the Community Planning & Oversight Committee and found them to be in order.

(Resolution 23-11-13) The Committee Recommends that the Executive Director be authorized to execute the *Contracts to be Authorized by the MHARS Board of Directors*.

6. **(Resolution 23-11-14) The Committee Recommends** for approval and authorization for the Executive Director to approve budget revisions and adjustments for end of calendar year to be reported to the Board at the 1st meeting in January.

Next Meeting of the Finance Committee scheduled for Tuesday, January 16, 2024 at 5:00pm at the MHARS Board Office – Conference Room.

Contracts Authorized by the Executive Director on Behalf of the MHARS Board of Directors

November 8, 2023

Consultants - Vendors	Service Provided	Amount Paid
Jane C. Lewins	Provide ASIST Training for MHARS Network @ \$480/training.	NTE \$2,880 for 7/1/23 - 6/30/24
Elizabeth Wolanski	Provide ASIST Training for MHARS Network @ \$450/training.	NTE \$2,700 for 7/1/23 - 6/30/24
Amanda Gillespie	Provide ASIST Training for MHARS Network @ \$450/training.	NTE \$2,700 for 7/1/23 - 6/30/24
Midview Middle School	You Belong Initiative - the school agrees to utilize these funds only for the purpose of supporting the youth leadership initiative focused on increasing school connectedness.	NTE \$2,000 for 9/8/23 - 6/30/24
Israel Nichole Photography	Provide photography services for the Confess Project.	NTE \$1,100 for 7/21/23 - 10/31/23
Gundlach	Provide HVAC equipment maintenance	NTE \$3,990 for 7/1/23 - 6/30/24

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

STATEMENT OF REVENUES AND EXPENSES FY23

Unaudited

JULY 1, 2022 TO JUNE 30, 2023

	BUDGET		ACTUAL			
	AMENDED FY23 BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	OCTOBER 2023	VARIANCE	% OF VARIANCE
REVENUES						
Levy 0.6 mill 5-year renewal expires 12/31/22	\$ 3,840,783	\$ 3,840,783	\$ 3,908,092	\$ -	\$ 67,309	1.8%
Levy 1.2 mill 10-year renewal expires 12/31/24	8,223,547	8,223,547	8,376,215	-	152,668	1.9%
Local Grants	67,000	67,000	69,521	-	2,521	3.8%
State Allocations & Grants	2,496,511	2,496,511	2,595,682	99,935	99,171	4.0%
Federal Allocations & Grants	6,354,990	6,354,990	4,985,005	178,108	(1,369,985)	-21.6%
Pass-Through Grants	871,123	871,123	871,123	-	-	0.0%
Integrated Services Partnership	501,000	501,000	541,628	-	40,628	8.1%
Miscellaneous	439,169	439,169	131,989	-	(307,180)	-69.9%
TOTAL REVENUES	\$ 22,794,123	\$ 22,794,123	\$ 21,479,255	\$ 278,043	\$ (1,314,868)	-5.8%
EXPENSES						
Personnel - Salary & Benefits	\$ 2,067,100	\$ 2,067,100	\$ 1,950,621	\$ -	\$ 116,479	5.6%
Operating	585,883	585,883	555,773	-	30,110	5.1%
Printing & Advertising	145,281	145,281	137,586	2,500	7,695	5.3%
Capital Outlay	50,000	50,000	-	-	50,000	100.0%
Administration Building Remodel	95,600	95,600	93,819	-	1,781	1.9%
Crisis Receiving Center	2,000,000	2,000,000	616,687	-	1,383,313	69.2%
Auditor & Treasurer Fees - Levy	213,100	213,100	212,404	-	696	0.3%
Integrated Services Partnership	1,626,942	1,626,942	829,836	66,190	797,106	49.0%
Pass-Through Grants	871,123	871,123	871,123	-	-	0.0%
Agency & Community	2,858,122	2,858,122	1,769,819	117,104	1,088,303	38.1%
Network Agency Contracts	18,051,708	18,051,708	14,556,751	302,831	3,494,957	19.4%
TOTAL EXPENSES	\$ 28,564,859	\$ 28,564,859	\$ 21,594,419	\$ 488,625	\$ 6,970,440	24.4%
NET	\$ (5,770,736)	\$ (5,770,736)	\$ (115,164)	\$ (210,582)	\$ 5,655,572	

Payroll FY24	122,834
FY24 Expenses	(1,883,710)
Report of Expenses	<u>2,249,501</u>
	488,625

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

STATEMENT OF CASH POSITION FY23

Unaudited

JULY 1, 2022 TO JUNE 30, 2023

AMENDED FY23
BUDGET

YEAR TO DATE ACTUAL

Board Levy Cash Balance - Beginning of Period	\$15,063,700	\$15,063,700
Board Levy Cash Balance - End of Period	\$12,517,974	\$16,130,459
Board Unrestricted Cash Balance - Beginning of Period	\$46,107	\$46,107
Board Unrestricted Cash Balance - End of Period	\$0	\$0
Local/State/Federal Allocations & Grants Cash Balance - Beginning of Period	\$2,084,417	\$2,084,417
Local/State/Federal Allocations & Grants Cash Balance - End of Period	\$31,456	\$1,236,810
Pass-Through Cash Balance - Beginning of Period	\$0	\$0
Pass-Through Cash Balance - End of Period	\$0	\$0
ISP Cash Balance Held by Board as Fiscal Agent - Beginning of Period	\$2,081,231	\$2,081,231
ISP Cash Balance Held by Board as Fiscal Agent - End of Period	\$955,289	\$1,793,022
Total Cash Balance - Beginning of Period	\$19,275,455	\$19,275,455
Total Cash Balance - End of Period	\$13,504,719	\$19,160,291
Net Difference	(\$5,770,736)	(\$115,164)

Board Levy Cash Balance	\$12,517,974	\$16,130,459
Reserve: Committed to Crisis Receiving Center Capital	(\$6,508,705)	(\$6,508,705)
Reserve: Committed to Crisis Receiving Center Operations	(\$4,889,318)	(\$4,889,318)
Reserve: Capital Improvements	(\$100,000)	(\$100,000)
Reserve: Sick/Vacation Payout at Retirement or Separation	(\$257,651)	(\$291,624)
Reserve: Cash Flow	(\$2,846,220)	(\$2,641,486)
Board Levy Unobligated Cash Balance	(\$2,083,920)	\$1,699,326

Allocations & Grants Supporting Schedule

	FY23 BUDGET	FY23 RECEIVED
Local Grants:		
Hold for Unallocated	-	-
OCABHA Week of Appreciation Mini-Grant 2022	1,500	1,500.00
NAMI - CIT	4,600	4,600.00
Suicide Prevention Coalition	1,000	1,000.00
BWC Substance Use Recovery and Workplace Safety Program	44,432	44,432.00
Community Foundation for Confess Project	2,945	9,000.00
Collective Impact	12,523	8,988.70
	67,000	69,520.70
State Allocations & Grants:		
Access to Wellness Recovery Supports	183,051	186,408.10
Community Innovations - Community Medication (Psychotropic Drug)	100,000	145,813.00
Continuum of Care - Additional Community Investment	88,631	88,631.00
Continuum of Care - Community Investments (Board Elected)	316,684	316,684.00
Continuum of Care - Community Investments (Central Pharmacy)	72,500	72,500.00
Continuum of Care - Community Investments (MH Portion)	889,208	889,208.00
Continuum of Care - Community Investments (SUD Portion)	139,646	139,646.00
Continuum of Care - Crisis Flexible Funds	146,025	146,025.00
Continuum of Care - Crisis Stabilization Funds	35,700	35,700.00
Continuum of Care - NEO Collaborative Care Coordination	25,000	25,000.00
Continuum of Care - NEO Collaborative Jail Program	70,000	70,000.00
Criminal Justice Services - Addiction Treatment Program (ATP)	150,000	150,000.00
Criminal Justice Services - Community Transition Program (CTP)	20,000	20,000.00
Criminal Justice Services - Forensic Monitoring	12,734	12,734.00
Prevention & Wellness - Early Intervention	55,000	55,000.00
Prevention & Wellness - Prevention Services Evidence Based Practice (EBP)	24,800	24,800.00
Prevention & Wellness - Primary Prevention	22,685	22,685.00
Prevention & Wellness - Project AWARE	-	50,000.00
Problem Casino/Gambling Addiction - SUD Gambling Addiction Prevention/Treatment	98,947	98,947.00
Recovery Housing Operating Allocation	45,900	45,900.00
	2,496,511	2,595,681.10
Federal Allocations & Grants:		
Housing and Urban Development (HUD) Grant - Shelter + Care	465,439	465,439.00
Indigent Patient Placement Program	-	-
Mental Health Block Grant	174,344	174,344.00
Mental Health Court Grant	5,475	5,475.00
Mobile Response and Stabilization Services (MRSS)	188,892	253,092.50
Projects for Assistance in Transition from Homelessness (PATH) Grant	117,997	107,299.87
SAPT Block Grant - Crisis Infrastructure	50,000	50,000.00
State Opioid Response (SOR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY22) SOR 2.0	640,037	640,037.32
State Opioid Response (SOR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY22) Overdose Awareness	6,697	6,696.07
State Opioid & Stimulant Response (SOS) Grant - Local Project Treatment and Recovery (Oct-Sep FFY23) SOS 3.0	3,037,354	1,898,158.21
State Opioid Response (SOR) Grant - Care Teams and Education Media Campaign	203,843	62,850.07
Substance Abuse Block Grant (SABG) - Adolescent Treatment Services	276,573	133,237.68
Substance Abuse Prevention and Treatment (SAPT) Block Grant - Prevention	295,762	295,762.00
Substance Abuse Prevention and Treatment (SAPT) Block Grant - Treatment	743,682	743,682.00
Title XX Grant	148,895	148,932.00
	6,354,990	4,985,005.72
Pass-Through Grants:		
Lorain County Domestic Relations Family and Juvenile Drug Court	82,616	82,616.00
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	350,000	350,000.00
Substance Abuse Block Grant (SABG) - Circle for Recovery	75,354	75,354.00
Women's Treatment & Recovery	363,153	363,153.00
	871,123	871,123.00

Agency & Community Supporting Schedule

	Allocation/Grant FY23 Budget	Levy FY23 Budget	TOTAL FY23 BUDGET	Allocation/Grant FY23 Expense	Levy FY23 Expense	TOTAL FY23 EXPENSE
Supplies/Materials/Other	-	3,892	3,892	-	8,077.45	8,077.45
Contractual/Purchased Services (Trainings, Consultations, Housing Inspections etc.)	-	110,120	110,120	-	52,613.10	52,613.10
Pooled Agency Services (Bilingual Staff Incentive, Internship, Interpreting, Etc.)	-	33,000	33,000	-	13,285.87	13,285.87
Bridge Pointe Commons - Front Desk and Security	-	168,063	168,063	-	168,242.13	168,242.13
Lorain County Sheriff Jail Re-Entry Coordinator	88,812	-	88,812	80,525.32	-	80,525.32
Transport Services - LifeCare	-	50,000	50,000	-	13,953.00	13,953.00
Adult Inpatient Local Bed Days (Mercy)	120,000	82,213	202,213	120,000.00	18,400.00	138,400.00
Indigent/Youth Inpatient Local Bed Days (Various other than Mercy)	-	10,000	10,000	-	34,470.00	34,470.00
Respite (Blessing House)	-	10,000	10,000	-	-	-
Youth Led Suicide "You Belong" Initiative	-	30,000	30,000	-	43,988.16	43,988.16
Music on a Mission	-	10,000	10,000	-	10,000.00	10,000.00
FCFC Funding	-	40,000	40,000	-	40,000.00	40,000.00
Housing Needs Assessment	-	50,000	50,000	-	-	-
Lorain Housing Project Capital Allocation	-	250,000	250,000	-	-	-
Hold for Unallocated	6,697	-	6,697	-	-	-
BWC Substance Use Recovery and Workplace Safety Program	42,727	-	42,727	45,159.00	-	45,159.00
NAMI - CIT - NEOMED	1,800	-	1,800	1,290.91	-	1,290.91
Community Collective Impact Grant	12,373	-	12,373	9,008.30	-	9,008.30
Communities Talk to Prevent Underage Drinking Planning Stipend - SAMHSA	750	-	750	-	-	-
Week of Appreciation Mini-Grants - OACBHA	2,622	-	2,622	2,621.68	-	2,621.68
Lorain County Suicide Prevention Coalition - OSPF - Strength & Sustain	250	-	250	-	-	-
Parent Coach Training Stipend - NCASA	1,250	-	1,250	-	-	-
Suicide Prevention Coalition	1,750	-	1,750	1,475.37	-	1,475.37
Ad Hoc Disparities	2,000	-	2,000	1,000.00	-	1,000.00
Opiate Outreach	20,590	-	20,590	12,353.85	-	12,353.85
Addiction Treatment Program (ATP)	295,819	-	295,819	272,588.05	-	272,588.05
Prevention & Wellness	207,211	-	207,211	74,481.90	-	74,481.90
Gambling Addiction/Prevention	81,456	-	81,456	31,341.41	-	31,341.41
Psychotropic Drug Program	100,000	7,395	107,395	145,813.00	16,627.04	162,440.04
Central Pharmacy	57,500	-	57,500	57,500.00	1,088.14	58,588.14
Access to Wellness Recovery Supports	244,068	-	244,068	136,826.72	-	136,826.72
Emergency COVID-19 Supplement	113,248	-	113,248	-	-	-
COVID Mitigation Block Grants	71,778	-	71,778	39,680.55	-	39,680.55
Mental Health Court Grant	9,841	-	9,841	9,840.30	-	9,840.30
K-12 Prevention	15,528	-	15,528	-	-	-
SOR (FFY22)	41,461	-	41,461	41,460.94	-	41,460.94
SOR Overdose Awareness	6,697	-	6,697	6,696.07	-	6,696.07
SOR Care Teams and Education Media Campaign	203,843	-	203,843	62,850.07	-	62,850.07
SOS (FFY23)	253,368	-	253,368	196,560.91	-	196,560.91
	2,003,439	854,683	2,858,122	1,349,074.35	420,744.89	1,769,819.24

Network Agency Contracts Supporting Schedule

	Allocation/Grant	Levy	TOTAL	Allocation/Grant	Levy	TOTAL
	FY23 Budget	FY23 Budget	FY23 BUDGET	FY23 Expense	FY23 Expense	FY23 EXPENSE
Applewood	298,892	751,896	1,050,788	348,093.18	566,563.78	914,656.96
Beech Brook	-	42,000	42,000	-	41,235.05	41,235.05
Bellefaire JCB	38,459	248,695	287,154	34,230.48	148,563.67	182,794.15
Big Brothers Big Sisters	79,800	40,000	119,800	79,800.00	40,000.00	119,800.00
Catholic Charities	-	154,500	154,500	-	55,488.20	55,488.20
El Centro	18,600	273,245	291,845	15,500.00	249,678.48	265,178.48
Far West	-	131,745	131,745	-	125,766.45	125,766.45
Firelands	56,001	157,199	213,200	8,334.65	46,237.94	54,572.59
Gathering Hope House	-	260,000	260,000	-	255,533.76	255,533.76
LCADA Way	1,472,755	15,000	1,487,755	1,054,465.00	12,063.53	1,066,528.53
Let's Get Real	460,255	-	460,255	324,861.14	1,208.00	326,069.14
Lorain County Health & Dentistry	253,043	-	253,043	168,351.98	-	168,351.98
Lorain Urban Minority Alcoholism and Drug Abuse Outreach Program (UMADAOP)	170,304	-	170,304	152,626.99	-	152,626.99
Lutheran Metropolitan Ministry - Guardianship Services	-	47,000	47,000	-	44,551.84	44,551.84
MedMark Treatment Centers (Baymark Health)	173,801	-	173,801	107,258.54	-	107,258.54
NAMI	-	137,632	137,632	-	137,632.00	137,632.00
Neighborhood Alliance	173,349	40,554	213,903	134,962.21	30,964.87	165,927.08
New Directions (Crossroads Health)	78,114	-	78,114	24,402.24	-	24,402.24
New Sunrise	465,439	346,935	812,374	465,439.00	268,818.16	734,257.16
NORA	285,716	-	285,716	196,784.56	-	196,784.56
Nord Center	2,322,529	5,403,854	7,726,383	2,230,905.19	4,977,765.50	7,208,670.69
Ohio Guidestone	58,793	521,891	580,684	40,210.28	473,200.22	513,410.50
Pathways	-	35,559	35,559	-	32,080.38	32,080.38
Place to Recover Training and Resource Center	570,064	-	570,064	455,299.10	-	455,299.10
Road to Hope House	901,213	-	901,213	644,184.70	-	644,184.70
Safe Harbor/Genesis House	-	170,000	170,000	-	170,000.00	170,000.00
Silver Maple Recovery	356,958	-	356,958	299,255.60	-	299,255.60
Stella Maris	132,400	-	132,400	94,433.57	-	94,433.57
	8,366,485	8,777,705	17,144,190	6,879,398.41	7,677,351.83	14,556,750.24
<i>Reserves</i>	-	140,346	140,346			
<i>Unallocated</i>	360,781	406,391	767,172			
	8,727,266	9,324,442	18,051,708			

Pass-Through Grants:

Lorain County Domestic Relations Family and Juvenile Drug Court	82,616	82,616.00
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	350,000	350,000.00
Lorain UMADAOP - Substance Abuse Block Grant (SABG) - Circle for Recovery	75,354	75,354.00
The LCADA Way - Women's' Treatment & Recovery	363,153	363,153.00
	871,123	871,123.00

Variance Analysis October 2023

REVENUES:

Levy – \$67,309 & 1.8% and \$152,668 & 1.9%

- Variances due to a combination of lower than expected current delinquent taxes, new home construction added values and prior year delinquent taxes collected.

Local Grants – \$2,521 & 3.8%

- Received Community Foundation Grant not fully budgeted. Amount will be spent in FY24. Please refer to Allocations & Grants Supporting Schedule for detail.

State Allocations & Grants – \$99,171 & 4.0%

- Received \$3,351 additional Access to Wellness Recovery Supports funding, received \$50,000 Prevention & Wellness funding for Project AWARE and received additional \$45,813 Psychotropic Drug funding for 2nd half of FY23. Please refer to Allocations & Grants Supporting Schedule for detail.

Federal Allocations & Grants – (\$1,369,985) & (21.6%)

- Received \$64,200 additional Mobile Response and Stabilization Services (MRSS) funding, received \$10,698 less for PATH funding, received \$1,139,196 less for SOSR funding that will be reallocated in FY24, received \$140,993 less in SOR Care Teams and Education Media Campaign funding that will be reallocated in FY24, received \$143,335 less in Adolescent Treatment Services funding and received \$37 additional in Title XX funding. Please refer to Allocations & Grants Supporting Schedule for detail.

Pass-Through Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Integrated Services Partnership – \$40,628 & 8.1%

- Family placement cost support and miscellaneous reimbursements not budgeted.

Miscellaneous – (\$307,180) & (69.9%)

- Oberlin Ave site not sold in FY23 and reimbursement for ISP Director's salary less than budget due to part-time position.

Variance Analysis October 2023

EXPENSES:

Personnel-Salary & Benefits – \$116,479 & 5.6%

- Personnel expenses under budget due to a full-time ISP Director remains unfilled, budgeted 2.5% increase in health insurance costs that remained constant and \$15,000 in workers' comp budgeted that will not be needed.

Operating – \$30,110 & 5.1%

- Operating expenses came in under budget for the fiscal year.

Printing & Advertising – \$7,695 & 5.3%

- Printing & Advertising expenses came in under budget for the fiscal year.

Capital Outlay – \$50,000 & 100.0%

- Planned replacement of Amy Levin HVAC not taking place at this time as the current unit is still functioning properly. Parking lot resurfacing project expense did not exceed the capitalized threshold.

Administration Building Remodel – \$1,781 & 1.9%

- The Administration Building remodel finished under budget.

Crisis Receiving Center – 1,383,313 & 69.2%

- Construction was budgeted to begin in FY23 but will not happen until FY24.

Auditor & Treasurer Fees-Levy – \$696 & 0.3%

- Fees associated with tax settlements came in slightly under budget for the fiscal year.

Integrated Services Partnership – \$797,106 & 49.0%

- This variance results from the decreased number of children in care in addition to other funding available to pay for their placement costs.

Pass-Through Grants – No Variance

Agency & Community – \$1,088,303 & 38.1%

- Primarily underutilized grant funding, Lorain Housing Project capital allocation and Housing Needs Assessment not completed in FY23. Carried over into FY24. Please refer to Agency & Community Supporting Schedule for detailed breakdown.

Network Agency Contracts – \$3,494,957 & 19.4%

- Please refer to Network Agency Contracts Supporting Schedule for detailed breakdown. Of this amount, \$1,700,940 was unspent levy funds and \$1,794,017

Variance Analysis
October 2023

was unspent grant funds. Of the projected unspent grant funds, \$1,032,816 was carryover of SOSR funds to be used through September 2024.

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

STATEMENT OF REVENUES AND EXPENSES FY24

Unaudited

JULY 1, 2023 TO OCTOBER 31, 2023

	BUDGET		ACTUAL			
	AMENDED FY24 BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	OCTOBER 2023	VARIANCE	% OF VARIANCE
REVENUES						
Levy 0.6 mill 5-year renewal expires 12/31/22	\$ 3,861,364	\$ 1,724,114	\$ 1,845,508	\$ 421	\$ 121,394	7.0%
Levy 1.2 mill 10-year renewal expires 12/31/24	8,276,900	3,700,650	3,953,469	3,526	252,819	6.8%
Local Grants	55,000	31,861	31,861	-	-	0.0%
State Allocations & Grants	2,674,176	787,690	787,690	22,855	-	0.0%
Federal Allocations & Grants	4,762,702	473,457	473,457	123,304	-	0.0%
Pass-Through Grants	1,016,390	641,887	641,887	145,944	-	0.0%
Integrated Services Partnership	-	-	1,800	1,800	1,800	100.0%
Capital Reimbursements	6,600,000	800,000	800,000	500,000	-	0.0%
Miscellaneous	169,000	49,916	28,092	19,915	(21,824)	-43.7%
TOTAL REVENUES	\$ 27,415,532	\$ 8,209,575	\$ 8,563,764	\$ 817,765	\$ 354,189	4.3%
EXPENSES						
Personnel - Salary & Benefits	\$ 2,180,000	\$ 633,398	\$ 515,659	\$ 122,834	\$ 117,739	18.6%
Operating	408,000	139,804	110,625	16,510	29,179	20.9%
Printing & Advertising	75,000	21,543	4,903	3,205	16,640	77.2%
Capital Outlay	40,000	-	-	-	-	0.0%
Crisis Receiving Center	8,350,286	298,518	298,518	31,000	-	0.0%
Auditor & Treasurer Fees - Levy	211,500	80,000	81,068	-	(1,068)	-1.3%
Integrated Services Partnership	1,260,033	315,006	123,812	41,859	191,194	60.7%
Pass-Through Grants	1,016,390	641,887	485,943	125,000	155,944	24.3%
Agency & Community	2,348,381	610,945	312,937	194,519	298,008	48.8%
Network Agency Contracts	15,977,830	4,033,374	2,961,354	1,348,783	1,072,020	26.6%
TOTAL EXPENSES	\$ 31,867,420	\$ 6,774,475	\$ 4,894,819	\$ 1,883,710	\$ 1,879,656	27.7%
NET	\$ (4,451,888)	\$ 1,435,100	\$ 3,668,945	\$ (1,065,945)	\$ 2,233,845	

Payroll FY24	122,834
FY23 Expenses	(488,625)
Report of Expenses	<u>2,249,501</u>
	1,883,710

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

STATEMENT OF CASH POSITION FY24

Unaudited

JULY 1, 2023 TO OCTOBER 31, 2023

AMENDED FY24
BUDGET

YEAR TO DATE ACTUAL

Board Levy Cash Balance - Beginning of Period	\$16,130,459	\$16,130,459
Board Levy Cash Balance - End of Period	\$14,171,796	\$20,089,798
Board Unrestricted Cash Balance - Beginning of Period	\$0	\$0
Board Unrestricted Cash Balance - End of Period	\$0	\$0
Local/State/Federal Allocations & Grants Cash Balance - Beginning of Period	\$1,236,810	\$1,236,810
Local/State/Federal Allocations & Grants Cash Balance - End of Period	\$3,618	\$912,484
Pass-Through Cash Balance - Beginning of Period	\$0	\$0
Pass-Through Cash Balance - End of Period	\$0	\$155,944
ISP Cash Balance Held by Board as Fiscal Agent - Beginning of Period	\$1,793,022	\$1,793,022
ISP Cash Balance Held by Board as Fiscal Agent - End of Period	\$532,989	\$1,671,010
Total Cash Balance - Beginning of Period	\$19,160,291	\$19,160,291
Total Cash Balance - End of Period	\$14,708,403	\$22,829,236
Net Difference	(\$4,451,888)	\$3,668,945

Board Levy Cash Balance

\$14,171,796

Reserve: Committed to Crisis Receiving Center Capital

(\$6,261,414)

Reserve: Committed to Crisis Receiving Center Operations for 5 yrs

(\$4,889,318)

Reserve: Capital Improvements

(\$60,000)

Reserve: Sick/Vacation Payout at Retirement or Separation

(\$291,624)

Reserve: Cash Flow

(\$2,156,394)

Board Levy Unobligated Cash Balance

\$513,046

Allocations & Grants Supporting Schedule

	FY24 BUDGET	FY24 RECEIVED
Local Grants:		
Hold for Unallocated	3,320	-
OACBHA Week of Appreciation	1,680	1,680.00
Collective Impact	50,000	30,181.21
	55,000	31,861.21
State Allocations & Grants:		
Access to Wellness Recovery Supports	201,300	-
Community Innovations - Community Medication (Psychotropic Drug)	100,000	-
Continuum of Care - Board Elected and Additional Community Investment	88,631	88,631.00
Continuum of Care - Community Investments (Both MH & SUD)	366,184	80,296.00
Continuum of Care - Community Investments (Central Pharmacy)	23,000	15,916.02
Continuum of Care - Community Investments (MH Portion)	889,208	222,302.00
Continuum of Care - Community Investments (SUD Portion)	139,646	34,911.50
Continuum of Care - Crisis Flexible Funds	146,025	73,012.50
Continuum of Care - Crisis Infrastructure Funds	50,000	50,000.00
Continuum of Care - NEO Collaborative Jail Program	70,000	-
Criminal Justice Services - Addiction Treatment Program (ATP)	250,000	62,500.00
Criminal Justice Services - Community Transition Program (CTP)	90,000	22,500.00
Criminal Justice Services - Forensic Monitoring	7,850	1,962.50
Prevention & Wellness - Early Intervention	55,000	55,000.00
Prevention & Wellness - Prevention Services Evidence Based Practice (EBP)	24,800	24,800.00
Prevention & Wellness - Primary Prevention	22,685	5,671.25
Problem Casino/Gambling Addiction - SUD Gambling Addiction Prevention/Treatment	98,947	24,736.75
Recovery Housing Operating Allocation	50,900	25,450.00
	2,674,176	787,689.52
Federal Allocations & Grants:		
Housing and Urban Development (HUD) Grant - Shelter + Care	465,439	-
Indigent Patient Placement Program	96,800	-
Mental Health Block Grant	172,144	43,036.00
Mental Health Court Grant	7,500	7,500.00
Mobile Response and Stabilization Services (MRSS)	-	-
Projects for Assistance in Transition from Homelessness (PATH) Grant	92,363	-
State Opioid & Stimulant Response (SOSR) Grant - Local Project Treatment and Recovery (Jul-Sep FFY23) SOS 3.0	1,139,160	79,859.57
State Opioid & Stimulant Response (SOSR) Grant - Local Project Treatment and Recovery (Oct-Sep FFY24) SOS 3.2	954,268	-
State Opioid Response (SOR) Grant - Care Teams and Education Media Campaign	140,992	-
State Opioid & Stimulant Response (SOS) Grant - Overdose Awareness Day	5,697	2,652.14
Substance Abuse Block Grant (SABG) - Adolescent Treatment Services	200,000	0.07
Substance Abuse Prevention and Treatment (SAPT) Block Grant - Prevention	295,762	73,940.50
Substance Abuse Prevention and Treatment (SAPT) Block Grant - Treatment	743,682	185,920.50
Title XX Grant	148,895	37,104.00
Treatment Access for Adults with Alcohol Use Disorder	300,000	43,444.44
	4,762,702	473,457.22
Pass-Through Grants:		
Lorain County Domestic Relations Family and Juvenile Drug Court	82,616	-
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project	350,000	350,000.00
Substance Abuse Block Grant (SABG) - Circle for Recovery	100,000	50,000.00
Women's Treatment & Recovery	483,774	241,887.00
	1,016,390	641,887.00

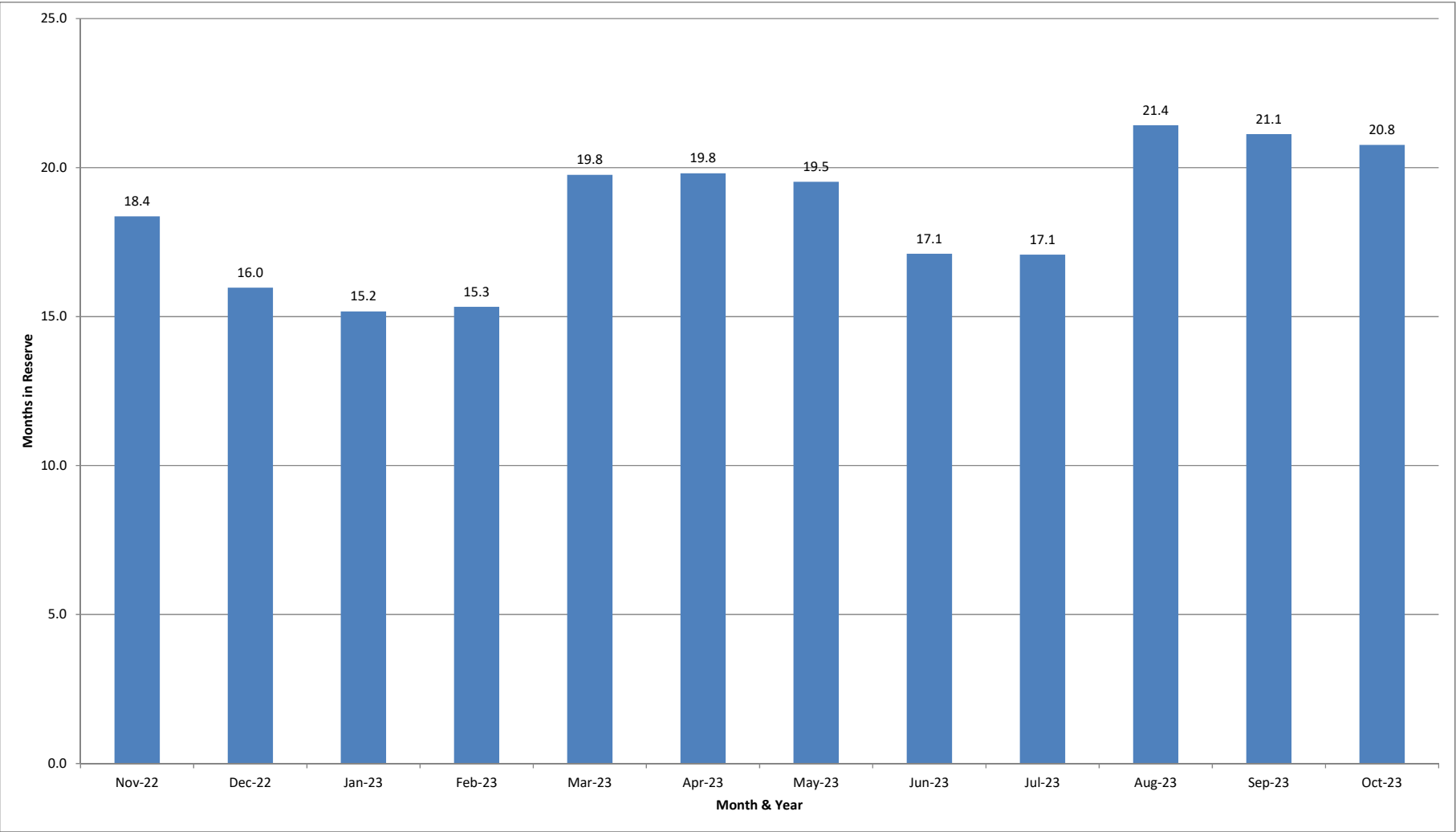
Agency & Community Supporting Schedule

	Allocation/Grant FY24 Budget	Levy FY24 Budget	TOTAL FY24 BUDGET	Allocation/Grant FY24 Expense	Levy FY24 Expense	TOTAL FY24 EXPENSE
Supplies/Materials/Other	-	4,695	4,695	-	1,344.65	1,344.65
Contractual/Purchased Services (Trainings, Consultations, Housing Inspections etc.)	-	97,000	97,000	-	5,976.20	5,976.20
Pooled Agency Services (Bilingual Staff Incentive, Internship, Interpreting, Youth Wrap)	-	28,500	28,500	-	263.03	263.03
Bridge Pointe Commons - Front Desk and Security	-	168,372	168,372	-	33,674.67	33,674.67
Lorain County Sheriff Jail Re-Entry Coordinator	79,701	-	79,701	-	-	-
Transport Services - LifeCare	-	25,000	25,000	-	2,432.96	2,432.96
Adult Inpatient Local Bed Days (Mercy)	96,800	10,000	106,800	-	-	-
Indigent/Youth Inpatient Local Bed Days (Various other than Mercy)	-	10,000	10,000	-	-	-
Respite (Blessing House)	-	5,000	5,000	-	-	-
Youth Led Suicide "You Belong" Initiative	-	40,000	40,000	-	33,274.70	33,274.70
Ad Hoc Disparities	-	7,854	7,854	-	-	-
The Confess Project	8,000	21,146	29,146	8,000.00	15,549.00	23,549.00
FCFC Funding	-	40,000	40,000	-	-	-
Housing Needs Assessment	-	25,000	25,000	-	-	-
Lorain Housing Project Capital Allocation	-	250,000	250,000	-	-	-
Hold for Unallocated	3,320	-	3,320	-	-	-
OACBHA Week of Appreciation	1,680	-	1,680	1,105.87	-	1,105.87
NAMI - CIT - NEOMED	3,310	-	3,310	-	-	-
Community Collective Impact Grant	39,873	10,127	50,000	26,624.55	6,787.45	33,412.00
Suicide Prevention Coalition	625	-	625	60.00	-	60.00
Opiate Outreach	56,000	-	56,000	7,433.68	-	7,433.68
Addiction Treatment Program (ATP)	273,231	-	273,231	77,522.94	-	77,522.94
Prevention & Wellness	207,419	-	207,419	7,405.25	-	7,405.25
Gambling Addiction/Prevention	-	-	-	-	-	-
Psychotropic Drug Program	100,000	20,000	120,000	-	-	-
Central Pharmacy	8,000	-	8,000	916.02	-	916.02
Access to Wellness Recovery Supports	311,898	-	311,898	-	-	-
Emergency COVID-19 Supplement	113,248	-	113,248	-	-	-
COVID Mitigation	32,098	-	32,098	17,875.05	-	17,875.05
SABG Adolescent (System of Care)	28,000	-	28,000	-	-	-
Mental Health Court	7,500	-	7,500	-	-	-
SOSR (FFY23)	68,295	-	68,295	64,038.16	-	64,038.16
SOSR (FFY24)	-	-	-	-	-	-
SOSR Care Teams and Education Media	140,992	-	140,992	-	-	-
SOSR Overdose Awareness Day	5,697	-	5,697	2,652.14	-	2,652.14
	1,585,687	762,694	2,348,381	213,633.66	99,302.66	312,936.32

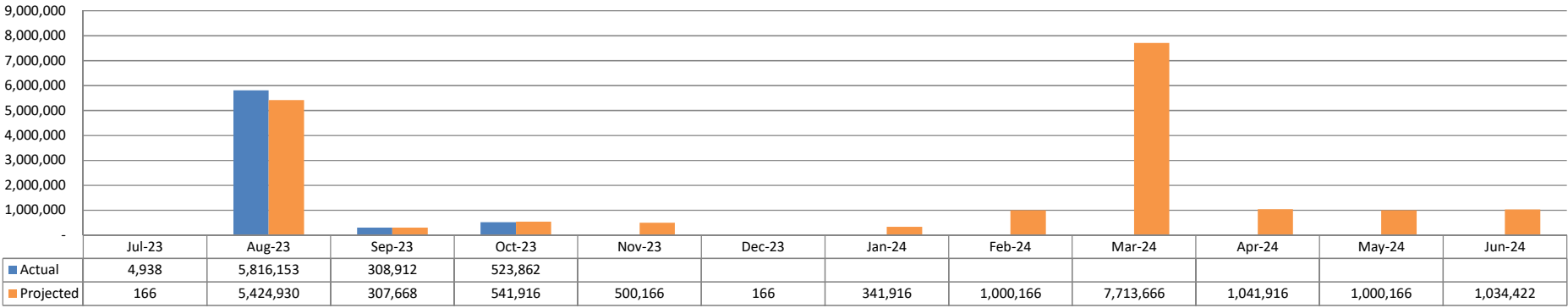
Network Agency Contracts Supporting Schedule

	Allocation/Grant FY24 Budget	Levy FY24 Budget	TOTAL FY24 BUDGET	Allocation/Grant FY24 Expense	Levy FY24 Expense	TOTAL FY24 EXPENSE
Applewood	80,000	892,779	972,779	5,326.60	16,334.03	21,660.63
Beech Brook	-	37,200	37,200	-	3,261.51	3,261.51
Bellefaire JCB	-	357,012	357,012	2,739.90	7,394.58	10,134.48
Big Brothers Big Sisters	79,574	40,226	119,800	19,950.00	10,000.00	29,950.00
Catholic Charities	-	194,000	194,000	-	1,361.64	1,361.64
El Centro	18,600	270,218	288,818	6,200.00	37,980.30	44,180.30
Far West	-	165,014	165,014	-	24,672.24	24,672.24
Gathering Hope House	-	375,000	375,000	-	182,500.00	182,500.00
LCADA Way	1,221,360	25,000	1,246,360	152,831.89	7,500.00	160,331.89
Let's Get Real	313,380	29,000	342,380	61,020.50	-	61,020.50
Lorain County Health & Dentistry	151,866	-	151,866	70,707.52	-	70,707.52
Lorain Urban Minority Alcoholism and Drug Abuse Outreach Program (UMADAOP)	132,864	-	132,864	65,269.71	-	65,269.71
Lutheran Metropolitan Ministry - Guardianship Services	-	49,000	49,000	-	12,250.00	12,250.00
MedMark Treatment Centers (Baymark Health)	117,724	-	117,724	28,288.96	-	28,288.96
NAMI	-	140,000	140,000	-	35,000.00	35,000.00
Neighborhood Alliance	138,488	27,455	165,943	21,383.55	-	21,383.55
New Directions (Crossroads Health)	57,000	-	57,000	7,842.71	-	7,842.71
New Sunrise	465,439	348,833	814,272	-	-	-
NORA	166,396	-	166,396	12,988.47	-	12,988.47
Nord Center	2,003,902	4,602,575	6,606,477	622,229.59	1,027,447.56	1,649,677.15
Ohio Guidestone	33,835	506,874	540,709	2,732.88	92,806.10	95,538.98
Pathways	-	33,000	33,000	-	14,144.19	14,144.19
Place to Recover Training and Resource Center	256,378	-	256,378	123,051.17	-	123,051.17
Road to Hope House	632,032	-	632,032	159,327.95	-	159,327.95
Safe Harbor/Genesis House	-	170,000	170,000	-	85,000.00	85,000.00
Silver Maple Recovery	260,126	-	260,126	35,439.05	-	35,439.05
Stella Maris	111,800	-	111,800	6,370.73	-	6,370.73
	6,240,764	8,263,186	14,503,950	1,403,701.18	1,557,652.15	2,961,353.33
<i>Reserves</i>	-	212,810	212,810			
<i>Unallocated</i>	802,444	458,626	1,261,070			
	7,043,208	8,934,622	15,977,830			
Pass-Through Grants:						
Lorain County Domestic Relations Family and Juvenile Drug Court			82,616		-	
Subsidized Docket Support - Specialized Docket Payroll Subsidy Project			350,000	315,000.00		
Lorain UMADAOP - Substance Abuse Block Grant (SABG) - Circle for Recovery			100,000	50,000.00		
The LCADA Way - Women's' Treatment & Recovery			483,774	120,943.50		
			1,016,390	485,943.50		

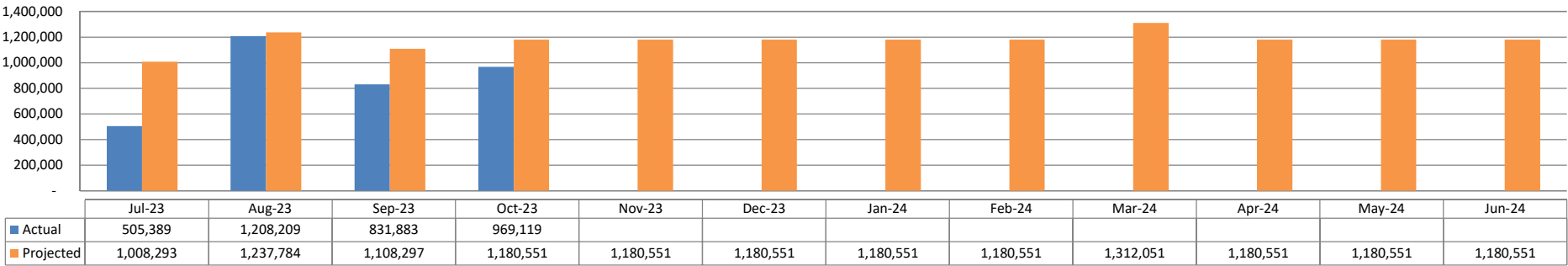
Levy Funds - Months in Reserve (Last 12 Months) - Supporting Table



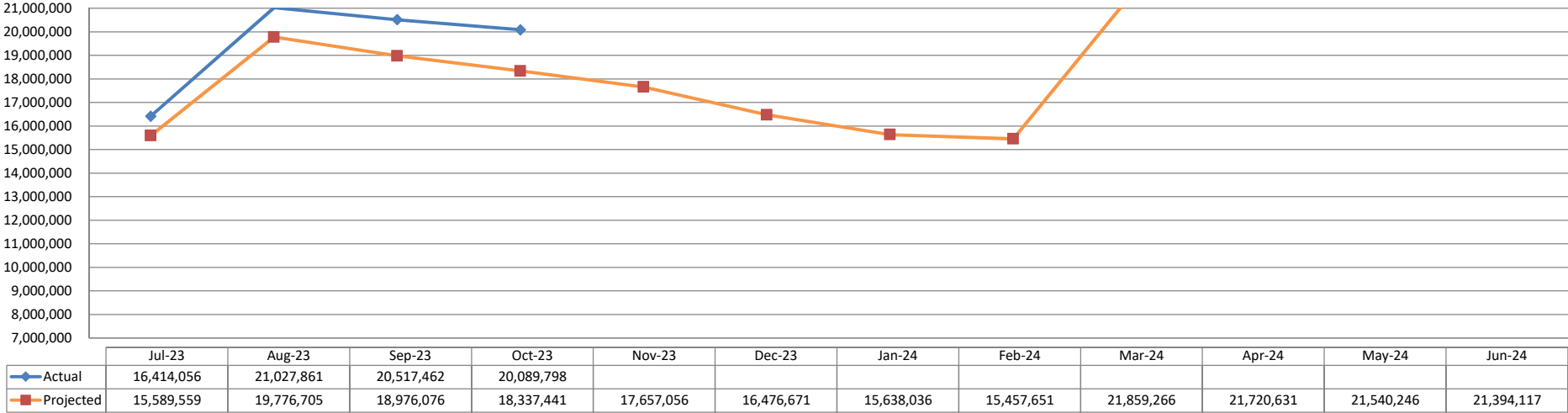
REVENUES



EXPENSES



CASH FLOW



**Variance Analysis
October 2023**

REVENUES:

Levy – \$121,394 & 7.0% and \$252,819 & 6.8%

- Amounts collected for 2nd Half Settlement moderately greater than estimated.

Local Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

State Allocations & Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Federal Allocations & Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Pass-Through Grants – No Variance

- Please refer to Allocations & Grants Supporting Schedule for detail.

Integrated Services Partnership – \$1,800 & 100.0%

- Reimbursement from FY22 expense

Capital Reimbursements – No Variance

Miscellaneous – (\$21,824) & (43.7%)

- Reimbursement for ISP Director less than budgeted due to full-time position remains unfilled.

**Variance Analysis
October 2023**

EXPENSES:

Personnel-Salary & Benefits – \$117,739 & 18.6%

- Personnel expenses under budget due to current unfilled but budgeted positions and healthcare expense paid quarterly.

Operating – \$29,179 & 20.9%

- Operating expenses are under budget and are being monitored continuously by the Chief of Business Operations.

Printing & Advertising – \$16,640 & 77.2%

- Printing & Advertising expenses are under budget and are being monitored continuously by the Communications & Community Relations Director, as well as, the Chief of Business Operations.

Capital Outlay – No Variance

Crisis Receiving Center – No Variance

Auditor & Treasurer Fees-Levy – (\$1,068) & (1.3%)

- Levy fees were slightly higher than estimated.

Integrated Services Partnership \$191,194 & 60.7%

- This variance results from the timing of billings from placement agencies and the number of children in care.

Pass-Through Grants – \$155,944 & 24.3%

- Pass-through funding received and not yet expended due to timing of receipt.

Agency & Community – \$298,008 & 48.8%

- Please refer to Agency & Community Supporting Schedule for detailed breakdown.

Network Agency Contracts – \$1,072,020 & 26.6%

- Please refer to Network Agency Contracts Supporting Schedule for detailed breakdown.

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES OCTOBER 2023

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
OPERATING				
5060489	12-OCT-23	21-SEP-23	FRIENDS SERVICE CO INC DBA FRIENDSOFFICE:SUPPLIES - FOLDERS - SEP 2023	80.19
5061367	19-OCT-23	13-OCT-23	FRIENDS SERVICE CO INC DBA FRIENDSOFFICE:SUPPLIES - PAPER - 10/13/2023	134.07
5060392	12-OCT-23	29-SEP-23	GERGELY'S MAINTENANCE KING:JANITORIAL SUPPLIES SEP 2023	100.06
5062900	26-OCT-23	20-OCT-23	LORAIN COUNTY MENTAL HEALTH BOARD:SUPPLIES - AA BATTERIES - OCT 2023	19.98
5060501	12-OCT-23	02-OCT-23	LORAIN COUNTY MENTAL HEALTH BOARD:SUPPLIES - TRUNK OR TREAT EVENT & WATER - OCT 2023	3.99
5061385	19-OCT-23	10-OCT-23	WHITE HOUSE ARTESIAN SPRINGS INC:SUPPLIES - WATER - 10/10/2023	25.25
			SUPPLIES/MATERIALS	363.54
5060393	12-OCT-23	01-OCT-23	GREAT LAKES COMPUTER CORP:CONTR SVCS STORAGE FEES MICROSOFT OCT 2023	298.30
5060394	12-OCT-23	30-SEP-23	GREAT LAKES COMPUTER CORP:COMP SVCS USER LICENSES FEES SEP 2023	180.00
5061364	19-OCT-23	10-OCT-23	CDW LLC:MICROSOFT WINDOWS SERVER LICENSE - OCT 2023	656.08
			COMPUTER SYSTEM SOFTWARE	1,134.38
5060491	12-OCT-23	29-SEP-23	GREAT LAKES COMPUTER CORP:KINGSTON DATA CENTER EQUIPMENT - SEP 2023	900.00
			EQUIPMENT	900.00
5059090	04-OCT-23	30-SEP-23	US BANK NATIONAL ASSOCIATION:LEASING EQUIPMENT 9/24-10/24/2023	898.00
			EQUIPMENT LEASE	898.00
5059071	04-OCT-23	30-SEP-23	GREAT LAKES COMPUTER CORP:CONTR SVCS STORAGE FEES SEP 2023	650.00
5060383	12-OCT-23	30-SEP-23	ACCESS INFORMATION MANAGEMENT CORPORATION DBA ACCESS:CONTR SVCS STORAGE FEES OCT 2023	259.49
5062906	26-OCT-23	18-OCT-23	STERICYCLE INC:CONTR SVCS SHREDDING SVCS 10/03/2023	238.46
			CONTRACTUAL/PURCHASED SERVICES	1,147.95
5062896	26-OCT-23	10-OCT-23	FRIEDMAN, PAUL M:CONTR SVCS OUT-OF-COUNTY PROBATE SVCS 08/31-10/10/2023	600.00
			PROFESSIONAL SERVICES	600.00
5062082	23-OCT-23	08-OCT-23	CELLCO PARTNERSHIP DBA VERIZON WIRELESS:MHARS 3340	610.68
5058972	03-OCT-23	22-SEP-23	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340	358.88
5060893	17-OCT-23	01-OCT-23	CHARTER COMMUNICATIONS HOLDINGS LLC:MHARS 3340	379.00
5060233	11-OCT-23	01-OCT-23	CITY OF LORAIN UTILITIES DEPARTMENT:MHARS 3340	25.00
5062612	25-OCT-23	19-OCT-23	COLUMBIA GAS OF OHIO INC:MHARS 3340	49.66
5062614	25-OCT-23	19-OCT-23	CONNECT PARENT CORPORATION CONNECT HOLDING II LLC DBA BRIGHTSPEED (87-3811759-):MHARS 3340	140.35
5062088	23-OCT-23	06-OCT-23	ELYRIA PUBLIC UTILITIES:MHARS 3340	19.78
5060906	17-OCT-23	10-OCT-23	OHIO EDISON:MHARS 3340	103.08
5060907	17-OCT-23	10-OCT-23	OHIO EDISON:MHARS 3340	399.72
5062090	23-OCT-23	19-OCT-23	OHIO EDISON:MHARS 3340	152.42
5062091	23-OCT-23	13-OCT-23	OHIO EDISON:MHARS 3340	1,210.92
			UTILITIES	3,449.49
5059067	04-OCT-23	01-OCT-23	C4AC LLC:MAINT SVCS CLEANING SVCS OCT 2023	520.00
5060285	11-OCT-23	02-OCT-23	BRIAN KYLES CONSTRUCTION INC:COMMERCIAL TURF & ORNAMENTAL AGREEMENT OCT 2023	2,169.72
5060386	12-OCT-23	02-OCT-23	BRIAN KYLES CONSTRUCTION INC:COMMERCIAL TURF & ORNAMENTAL AGREEMENT OCT 2023	621.48
5062893	26-OCT-23	16-OCT-23	COZART, LEWIS W DBA COZY CONNECTION:REPAIRS & MAINT ALC CLEANING SEP & OCT 2023	300.00
			MAINTENANCE	3,611.20
5060411	12-OCT-23	27-SEP-23	YOUNG INVESTMENTS INC:AUTOMATIC OPERATOR DOOR REPAIR - 09/08/2023	3,356.05
5062895	26-OCT-23	19-OCT-23	FIRELANDS ELECTRIC INC:REPAIR - POWER TO DOOR ACTUATOR OCT 2023	184.00
5062897	26-OCT-23	16-OCT-23	GROSS PLUMBING INC:SUMP PUMP REPAIR - OBERLIN AVE - 08/28/2023	665.41
			REPAIR	4,205.46
5060505	12-OCT-23	11-SEP-23	NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI) OHIO:2023 ORGANIZATION MEMBERSHIP DUES FY2024	200.00
			DUES	200.00
			TOTAL OPERATING	16,510.02
PRINTING & ADVERTISING				
5059091	04-OCT-23	28-JUN-23	YOUNG WOMENS CHRISTIAN ASSOCIATION OF ELYRIA:JUNETEENTH BLUESFEST SPONSORSHIP - JUNE 2023	2,500.00
5059080	04-OCT-23	02-OCT-23	LORAIN COUNTY CHAMBER OF COMMERCE.:PR SPONSORSHIP - LORAIN COUNTY CHAMBER EXPO -	350.00
5061368	19-OCT-23	01-OCT-23	ICONTACT LLC:ANNUAL SUBSCRIPTION - 10/1/2023-09/30/2024	775.20
5061371	19-OCT-23	12-OCT-23	LORAIN COUNTY LABOR AGENCY INC:PR - LABOR DAY FESTIVAL AD 2023 - 10/12/2023	325.00
5061386	19-OCT-23	25-AUG-23	WOBL RADIO INC.:PRINT & AD - PR - AUGUST 2023 FOOTBALL GAMES RADIO ADS	525.00
5061387	19-OCT-23	31-JUL-23	WOBL RADIO INC.:PRINT & AD - PR - JULY 2023 FOOTBALL RADIO ADS	525.00
5061388	19-OCT-23	29-SEP-23	WOBL RADIO INC.:PRINT & AD - PR - SEPT 2023 FOOTBALL GAMES RADIO ADS	525.00
5062890	26-OCT-23	05-OCT-23	AK VELEZ LLC DBA SUPERPRINTER:PRINT & AD - PR - BUSINESS CARD (SHERLOCK,DIVIS,MASTNEY)	180.00
			TOTAL PRINTING & ADVERTISING	5,705.20
CRISIS RECEIVING CENTER				
5061644	20-OCT-23	25-SEP-23	HILL INTERNATIONAL INC:CRC PROJECT 7/1/22-08/31/2023	31,000.00
			TOTAL CRISIS RECEIVING CENTER	31,000.00

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES OCTOBER 2023

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
INTEGRATED SERVICES PARTNERSHIP				
5061362	19-OCT-23	26-SEP-23	BURLINGTON COAT FACTORY:FAM STABILITY ASSIST W/ PERSONAL NEEDS OCT 2023	596.03
5061363	19-OCT-23	26-SEP-23	BURLINGTON COAT FACTORY:FAM STABILITY ASSIST W/ PERSONAL NEEDS OCT 2023	673.74
5060286	11-OCT-23	27-SEP-23	CAMARGO, GILBERT DBA BERNADETTE'S LICE REMOVAL:ISP FAM STABILITY - FAMILY ASSISTANCE -	600.00
5060482	12-OCT-23	04-OCT-23	CATHOLIC CHARITIES CORPORATION:AGENCY SVCS PATIENT CARE MENTORING - JUNE 2023	6.81
5059441	05-OCT-23	26-SEP-23	HN REALTY:MHARS 2023003975	1,367.00
5060492	12-OCT-23	06-OCT-23	LOHOURY, HERMAN DBA SUBURBAN PROPERTY MANAGEMENT:FAM STABILITY - RENT ASSIST - 340 10TH	650.00
5060400	12-OCT-23	26-SEP-23	LORAIN COUNTY CHILDREN SERVICE:RETURN OF UNSPENT FY23 MSY FUNDING - 09/26/2023	56,183.51
5060399	12-OCT-23	26-SEP-23	LORAIN COUNTY CHILDREN SERVICE:TRAVEL REIMBURSEMENT - APR 2023	4,361.40
5060398	12-OCT-23	27-SEP-23	LORAIN COUNTY CHILDREN SERVICE:TRAVEL REIMBURSEMENT - SEP 2022 & APR 2023	5,235.58
5061647	20-OCT-23	05-OCT-23	LORAIN COUNTY COMMUNITY MENTAL HEALTH:REIMBURSEMENT ISP DIRECTOR SALARY & TRAVEL JUL-SEP	19,915.36
5060500	12-OCT-23	03-JUL-23	LORAIN COUNTY DOMESTIC RELATIONS COURT:TRAVEL REIMBURSEMENT - JUNE 2023	402.88
5060503	12-OCT-23	01-OCT-23	LU, MENG.:ANCILLARY SVCS COUNSELING SEP 2023	450.00
5060298	11-OCT-23	27-SEP-23	MEDINA CREATIVE ACCESSIBILITY:ISP FAM STABILITY - FAMILY ASSISTANCE - 09/27/2023	420.00
5060300	11-OCT-23	20-SEP-23	MHOBAN SERVICES LLC:ISP PEST CONTROL SVCS 127 BEEBE AVE ELYRIA - 09/19/2023	850.00
5060299	11-OCT-23	20-SEP-23	MHOBAN SERVICES LLC:ISP PEST CONTROL SVCS 3265 LIBERTY AVE #12 VERMILION - 09/08/2023	775.00
5060302	11-OCT-23	26-SEP-23	NATE ENTERPRISES INC DBA SANDY'S FURNITURE:ISP FAM STABILITY - FAMILY ASSISTANCE 09/26/2023	757.00
5062905	26-OCT-23	13-OCT-23	RYAN MEKOTA, PSYD DBA OHIO NEUROPSYCHOLOGY AND FORENSIC EXPERTS LLC:ISP - CLIENT SVCS -	3,825.00
5061662	20-OCT-23	01-OCT-23	SAFEHOUSE MINISTRIES INC:CLIENT PLACEMENT SVCS SEP 2023	10,980.00
TOTAL INTEGRATED SERVICES PARTNERSHIP				108,049.31
PASS-THROUGH GRANTS				
5060387	12-OCT-23	28-SEP-23	CITY OF LORAIN:PASS THRU FUNDS SPECIAL DOCKET LORAIN MUNI CRT - 7/1/23-6/30/24	75,000.00
5060402	12-OCT-23	08-SEP-23	LORAIN UMADAOP:CFRO DISBURSEMENT JUL-SEP 2023 - Q1 FY2024	25,000.00
5061372	19-OCT-23	11-OCT-23	LORAIN UMADAOP:CFRO DISBURSEMENT OCT-DEC 2023 - Q2 FY2024	25,000.00
TOTAL PASS-THROUGH GRANTS				125,000.00
AGENCY & COMMUNITY				
5060283	11-OCT-23	31-AUG-23	21ST CENTURY MEDIA NEWSPAPER LLC DBA THE MORNING JOURNAL:PRINT & AD - 2023 OD AWARENESS	1,525.00
5062889	26-OCT-23	06-OCT-23	21ST CENTURY MEDIA NEWSPAPER LLC DBA THE MORNING JOURNAL:PRINT & AD - B208 - 1ST RESP	925.00
5060384	12-OCT-23	21-SEP-23	AK VELEZ LLC DBA SUPERPRINTER:SUPPLIES - SUICIDE PREVENTION COALITION - SEP 2023	60.00
5060284	11-OCT-23	12-SEP-23	AVON LAKE BOARD OF EDUCATION DBA AVON LAKE CITY SCHOOLS:YOU BELONG GRANT - LEARWOOD	2,000.00
5062891	26-OCT-23	06-OCT-23	BRASEE, JOSHUA DBA BRASEE FARMS:LCOAT FAMILY CEL EVENT - SUD POOL OPIATE OUTREACH OCT 2023	750.00
5062892	26-OCT-23	06-OCT-23	BRASEE, JOSHUA DBA BRASEE FARMS:LCOAT FAMILY CEL EVENT - SUD POOL OPIATE OUTREACH OCT 2023	930.00
5060287	11-OCT-23	12-SEP-23	CLEARVIEW LOCAL SCHOOL DISTRICT:YOU BELONG GRANT - DURLING MIDDLE SCHOOL - SEP 2023	2,000.00
5059068	04-OCT-23	20-SEP-23	CONFESS PROJECT OF AMERICA:CONTR SVCS TRAINING FOR 9/16-9/18/2023	9,803.00
5062894	26-OCT-23	15-SEP-23	DIANA SANTANTONIO EDS AND ASSOCIATES LLC DBA PSYCH & PSYCH SERVICES:CONTR SVCS ATP	7,657.98
5060388	12-OCT-23	14-AUG-23	DIANA SANTANTONIO EDS AND ASSOCIATES LLC DBA PSYCH & PSYCH SERVICES:CONTR SVCS ATP	7,294.10
5060389	12-OCT-23	30-SEP-23	EDEN INC:BRIDGE POINTE COMMONS SECURITY & FRONT DESK SEP 2023	15,732.99
5060484	12-OCT-23	06-OCT-23	EDEN INC:CONTR SVCS INSPECTIONS SEPT 2023	388.71
5061365	19-OCT-23	03-AUG-23	EL CENTRO DE SERVICIOS SOCIALES INC:INTERPRETATION SVCS JULY 2023	263.03
5060487	12-OCT-23	01-SEP-23	FAR WEST CENTER:COVID MITIGATION FUNDING - SEP 2023	5,875.05
5060391	12-OCT-23	24-SEP-23	FERRER, MICHAEL:CONTR SVCS - YOU BELONG CONSULTATION - 09/24/2023	1,800.00
5060488	12-OCT-23	25-SEP-23	FERRER, MICHAEL:CONTR SVCS - YOU BELONG CONSULTATION - 09/25/2023	608.81
5059070	04-OCT-23	25-SEP-23	GDB LLC THE GRATEFUL DOG BAKERY:45 TREATS - FIRST RESPONDERS APPRECIATION WEEK - SEP 2023	77.50
5060289	11-OCT-23	16-SEP-23	KEYSTONE LOCAL SCHOOL DISTRICT:YOU BELONG GRANT - KEYSTONE MIDDLE SCHOOL - SEP 2023	2,000.00
5060395	12-OCT-23	29-AUG-23	LET'S GET REAL INC DBA LET'S GET REAL INC:CONTR SVCS ATP PEER SUPPORT JULY 2023	2,847.50
5060396	12-OCT-23	01-OCT-23	LIFECARE AMBULANCE INC:CONTR SVCS CLIENT TRANSPORTATION JULY & SEP 2023	813.64
5061645	20-OCT-23	04-OCT-23	LOCKMED OF FLORIDA INC DBA LOCKMED:SOR 2.0 NCE - OPIOID OUTREACH LOCK BAGS - 10/04/2023	39,995.64
5060293	11-OCT-23	13-SEP-23	LORAIN CITY SCHOOL DISTRICT:YOU BELONG GRANT - GJW MIDDLE SCHOOL - SEP 2023	2,000.00
5060294	11-OCT-23	13-SEP-23	LORAIN CITY SCHOOL DISTRICT:YOU BELONG GRANT - LONGFELLOW MIDDLE SCHOOL - SEP 2023	2,000.00
5060292	11-OCT-23	13-SEP-23	LORAIN CITY SCHOOL DISTRICT:YOU BELONG GRANT - SOUTHWIND MIDDLE SCHOOL - SEP 2023	2,000.00
5060397	12-OCT-23	10-AUG-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:CONTR SVCS ATP	9,725.74
5060499	12-OCT-23	01-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:COVID MITIGATION	6,000.00
5060296	11-OCT-23	28-SEP-23	LORAIN COUNTY COMMUNITY COLLEGE:YOUTH LED SUICIDE YOU BELONG EVENT - 09/28/2023	3,274.70
5061646	20-OCT-23	11-MAY-23	LORAIN COUNTY COMMUNITY COLLEGE:YOUTH LED SUICIDE YOU BELONG EVENT - 5/11/2023	3,936.40
5059081	04-OCT-23	07-SEP-23	LORAIN COUNTY DRUG TASK FORCE:SOR 2.0 NCE - OPIOID OUTREACH LCSO AUG 2023	400.00
5061648	20-OCT-23	28-SEP-23	LORAIN COUNTY GENERAL HEALTH DISTRICT:NALOXONE DISTRIBUTION EVENT - 09/22/2023	2,000.00
5060833	17-OCT-23	15-SEP-23	LORAIN COUNTY MENTAL HEALTH BOARD:MHARS 3340	59.90
5060833	17-OCT-23	15-SEP-23	LORAIN COUNTY MENTAL HEALTH BOARD:MHARS 3340	319.68
5059082	04-OCT-23	26-SEP-23	LORAIN COUNTY MENTAL HEALTH BOARD:OD AWARENESS DAY SUPPLIES - SEP 2023	18.64
5060501	12-OCT-23	02-OCT-23	LORAIN COUNTY MENTAL HEALTH BOARD:SUPPLIES - TRUNK OR TREAT EVENT & WATER - OCT 2023	25.00
5059083	04-OCT-23	02-OCT-23	LORAIN COUNTY PRINTING & PUBLISHING:2023 OD AWARENESS VIGIL AD - AUG 2023	900.00
5062901	26-OCT-23	30-SEP-23	LORAIN COUNTY PRINTING & PUBLISHING:PRINT & AD - B208 - FIRST RESPONDER APPRECIATION 9/18-	1,350.00
5060297	11-OCT-23	05-JUL-23	LORAIN COUNTY SHERIFF:PSYCHOTROPIC DRUGS REIMBURSEMENT - JAN-JUN 2023	9,232.79
5060297	11-OCT-23	05-JUL-23	LORAIN COUNTY SHERIFF:PSYCHOTROPIC DRUGS REIMBURSEMENT - JAN-JUN 2023	99,935.00
5061650	20-OCT-23	18-SEP-23	LORAIN COUNTY SHERIFF:SOS 3.0 - JAIL BASED MAT PRE-RELEASE AUG 2023	13,803.16
5062902	26-OCT-23	12-OCT-23	LORAIN POSTMASTER:BUSINESS REPLY ACCT#8-001 POSTAGE - B208 SUD POOL - OCT 2023	300.00
5060502	12-OCT-23	20-SEP-23	LORAIN POSTMASTER:SOR 2.0 NCE - OPIOID OUTREACH BRM RENEWAL MEDSAFE CARDS SEP 2023	310.00
5060301	11-OCT-23	14-SEP-23	MIDVIEW LOCAL SCHOOL DISTRICT:YOU BELONG GRANT - EAST INTERMEDIATE - SEP 2023	2,000.00

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES OCTOBER 2023

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
5060504	12-OCT-23	14-SEP-23	MIDVIEW LOCAL SCHOOL DISTRICT:YOU BELONG GRANT - MIDVIEW MIDDLE SCHOOL - SEP 2023	2,000.00
5060403	12-OCT-23	30-SEP-23	MILLER, ESTHER FERN:CONTR SVCS EMDR CONSULTATION - 09/22/2023	450.00
5062903	26-OCT-23	20-OCT-23	MILLER, ESTHER FERN:CONTR SVCS EMDR GROUP CONSULTATION - 10/20/2023	375.00
5060303	11-OCT-23	15-SEP-23	NORTH RIDGEVILLE CITY SCHOOLS:YOU BELONG GRANT - N. RIDGEVILLE ACADEMIC CENTER - SEP 2023	2,000.00
5060304	11-OCT-23	12-SEP-23	OBERLIN CITY SCHOOLS:YOU BELONG GRANT - LANGSTON MIDDLE SCHOOL - SEP 2023	2,000.00
ON BEHALF	11-OCT-23		ON BEHALF PAYMENT SEPT 2023 CENTRAL PHARMACY	354.81
5061374	19-OCT-23	01-SEP-23	PRIMARY PURPOSE CENTER INC:CONTR SVCS ATP RECOVERY HOUSING SVCS AUG 2023	8,010.00
5060405	12-OCT-23	11-AUG-23	PRIMARY PURPOSE CENTER INC:CONTR SVCS ATP RECOVERY HOUSING SVCS JULY 2023	7,955.80
5059085	04-OCT-23	24-AUG-23	RURAL-URBAN RECORD:SOR 2.0 NCE - 2023 OD AWARENESS VIGIL AD FY24	208.50
5060308	11-OCT-23	21-SEP-23	SHEFFIELD-SHEFFIELD LAKE CITY SCHOOL DISTRICT:YOU BELONG GRANT - BROOKSIDE MIDDLE SCHOOL -	2,000.00
5060309	11-OCT-23	14-SEP-23	SPECTRUM GROWTH INC:YOU BELONG GRANT - SPECTRUM GROWTH - SEP 2023	2,000.00
5061377	19-OCT-23	12-SEP-23	ST JUDE SCHOOL:YOU BELONG GRANT - ST. JUDE SCHOOL - SEP 2023	2,000.00
5060406	12-OCT-23	12-SEP-23	ST MARY PARISH/ SCHOOL:YOU BELONG GRANT - ST MARY SCHOOL - SEP 2023	2,000.00
5060506	12-OCT-23	01-SEP-23	STELLA MARIS INC:COVID MITIGATION FUNDS - SEP 2023	6,000.00
5061383	19-OCT-23	31-AUG-23	THE RIVER IOP LLC:CONTR SVCS ATP TREATMENT SVCS AUG 2023	98.10
5060408	12-OCT-23	01-JUL-23	THE RIVER IOP LLC:CONTR SVCS ATP TREATMENT SVCS JULY 2023	131.72
5061384	19-OCT-23	05-SEP-23	THE ROAD TO HOPE INC:CONTR SVCS ATP RECOVERY HOUSING SVCS AUG 2023	4,200.00
5061671	20-OCT-23	01-AUG-23	THE ROAD TO HOPE INC:CONTR SVCS ATP RECOVERY HOUSING SVCS JULY 2023	900.00
5060311	11-OCT-23	30-JUN-23	UNITED WAY OF GREATER LORAIN COUNTY:COLLABORATIVE LEADERSHIP INTERNSHIPS - 06/30/2023	4,000.00
5060312	11-OCT-23	19-SEP-23	WELLINGTON EXEMPTED VILLAGE SCHOOL DISTRICT:YOU BELONG GRANT - MCCORMICK MIDDLE SCHOOL -	2,000.00
TOTAL AGENCY & COMMUNITY				311,622.89

NETWORK AGENCY CONTRACTS

5060478	12-OCT-23	04-OCT-23	APPLEWOOD CENTERS INC:AGENCY SVCS PATIENT CARE JUNE 2023	6,517.67
5059063	04-OCT-23	29-SEP-23	APPLEWOOD CENTERS INC:AGENCY SVCS PSYCH INCENTIVE SEP 2023	250.00
5061360	19-OCT-23	13-OCT-23	BAYMARK HEALTH SERVICES OF OHIO INC DBA MEDMARK TREATMENT CENTERS AMHERST:AGENCY SVCS	333.04
5061359	19-OCT-23	13-OCT-23	BAYMARK HEALTH SERVICES OF OHIO INC DBA MEDMARK TREATMENT CENTERS AMHERST:AGENCY SVCS	1,520.70
5059064	04-OCT-23	21-SEP-23	BAYMARK HEALTH SERVICES OF OHIO INC DBA MEDMARK TREATMENT CENTERS AMHERST:SOS 3.0 -	14,966.62
5059065	04-OCT-23	20-SEP-23	BAYMARK HEALTH SERVICES OF OHIO INC DBA MEDMARK TREATMENT CENTERS AMHERST:SOS 3.0 -	12,989.30
5060385	12-OCT-23	04-OCT-23	BEECH BROOK:AGENCY SVCS PATIENT CARE SEPT 2023	985.30
5061361	19-OCT-23	12-OCT-23	BEECH BROOK:AGENCY SVCS PATIENT CARE SEPT 2023	699.73
5060480	12-OCT-23	04-OCT-23	BELLEFAIRE JEWISH CHILDRENS BUREAU:AGENCY SVCS PATIENT CARE AUG 2023	3,843.48
5060479	12-OCT-23	04-OCT-23	BELLEFAIRE JEWISH CHILDRENS BUREAU:AGENCY SVCS PATIENT CARE AUG-SEP 2023	1,826.60
5060481	12-OCT-23	04-OCT-23	BELLEFAIRE JEWISH CHILDRENS BUREAU:AGENCY SVCS PATIENT CARE JUNE 2023	6,090.37
5059066	04-OCT-23	02-OCT-23	BELLEFAIRE JEWISH CHILDRENS BUREAU:AGENCY SVCS PSYCH INCENTIVE SEP 2023	175.00
5060483	12-OCT-23	04-OCT-23	CATHOLIC CHARITIES CORPORATION:AGENCY SVCS PATIENT CARE MAY 2023	174.42
5059069	04-OCT-23	21-SEP-23	CROSSROADS HEALTH DBA NEW DIRECTIONS:AGENCY SVCS PATIENT CARE SEPT 2023	3,430.09
5060288	11-OCT-23	02-OCT-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS NAVIGATOR LINE AOD & MH - FY24 - OCT 2023	3,351.50
5060288	11-OCT-23	02-OCT-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS NAVIGATOR LINE AOD & MH - FY24 - OCT 2023	1,550.00
5060485	12-OCT-23	04-OCT-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS PATIENT CARE AUG 2023	1,067.82
5061366	19-OCT-23	12-OCT-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS PATIENT CARE JULY 2023	13,506.48
5060486	12-OCT-23	04-OCT-23	EL CENTRO DE SERVICIOS SOCIALES INC:AGENCY SVCS PATIENT CARE JUNE 2023	44,242.38
5060390	12-OCT-23	04-OCT-23	FAR WEST CENTER:AGENCY SVCS PATIENT CARE AUG-SEP 2023	2,702.76
5061643	20-OCT-23	30-SEP-23	FAR WEST CENTER:AGENCY SVCS PSYCH INCENTIVE Q1 FY2023 JUL-SEP 2023	2,340.00
5060634	16-OCT-23	04-OCT-23	FAR WEST CENTER:MHARS 3340	702.50
5060490	12-OCT-23	05-OCT-23	GATHERING HOPE HOUSE:AGENCY SVCS CONSUMER OPERATED SVCS Q1 & Q2 JUL-DEC 2023	182,500.00
5060290	11-OCT-23	01-OCT-23	LET'S GET REAL INC DBA LET'S GET REAL INC:AGENCY SVCS NEO-COLLAB PEER NAV DESK/OUTREACH SEP	2,184.00
5060291	11-OCT-23	25-SEP-23	LET'S GET REAL INC DBA LET'S GET REAL INC:AGENCY SVCS PEER SUPPORT SAPT TREATMENT 8/18-	3,850.50
5060295	11-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS AUD GRANT -	31,846.93
5059072	04-OCT-23	14-JUL-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS AUD SVCS -	8,674.09
5059078	04-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS GAMBLING	5,085.96
5060493	12-OCT-23	04-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS GAMBLING	5,138.60
5061370	19-OCT-23	13-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	12,119.66
5060494	12-OCT-23	04-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	6,941.26
5060497	12-OCT-23	04-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	100.89
5060498	12-OCT-23	04-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	20,031.24
5060496	12-OCT-23	04-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	3,951.65
5061369	19-OCT-23	13-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	4,600.32
5059076	04-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PATIENT	23,281.11
5062898	26-OCT-23	17-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS PROJECT	3,152.93
5059079	04-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS SUD	5,554.95
5059077	04-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS SUD	2,343.35
5062899	26-OCT-23	17-OCT-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:AGENCY SVCS	3,750.00
5060832	17-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:MHARS 2023003923	20,042.35
5060495	12-OCT-23	27-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:SOR 2.0 NCE - MAT	3,001.52
5059074	04-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:SOR 2.0 NCE - PREVENTION	24,411.40
5059075	04-OCT-23	21-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:SOR 2.0 NCE - PREVENTION	88,393.24
5059073	04-OCT-23	14-SEP-23	LORAIN COUNTY ALCOHOL & DRUG ABUSE SERVICES INC DBA THE LCADA WAY:WOMEN'S SET ASIDE	32,089.43
5061649	20-OCT-23	10-OCT-23	LORAIN COUNTY HEALTH AND DENTISTRY:SOS 3.0 - TREATMENT SVCS SEP 2023	26,051.45
5060401	12-OCT-23	03-OCT-23	LORAIN COUNTY SAFE HARBOUR DBA GENESIS HOUSE:AGENCY SVCS NON-CLINICAL ALLOCATION FY24 OCT-	42,500.00
5061652	20-OCT-23	11-OCT-23	LORAIN UMADAOP:AGENCY SVCS Q2 DISBURSEMENT FY2024 - OCT-DEC 2023	23,797.00
5061651	20-OCT-23	09-OCT-23	LORAIN UMADAOP:SOR 2.0 NCE - PREVENTION SVCS SEP 2023	7,521.69
5061653	20-OCT-23	11-OCT-23	LUTHERAN METROPOLITAN MINISTRY:AGENCY SVCS GUARDIANSHIP ASSESSMENT Q1 FY24 - JUL-SEP 2023	12,250.00

MENTAL HEALTH, ADDICTION AND RECOVERY SERVICES BOARD OF LORAIN COUNTY

LISTING OF EXPENSES OCTOBER 2023

Warrant#	Chk Date	Inv Date	Journal Description/Payee Name	Amount
5061654	20-OCT-23	31-AUG-23	NEIGHBORHOOD ALLIANCE:SOS 3.0 - PATH PROGRAM AUG & SEP 2023	17,972.58
5061655	20-OCT-23	30-JUN-23	NEW SUNRISE PROPERTIES:AGENCY SVCS SPC HRS, MANAGER, SECURITY SVCS - JUNE 2023	18,058.75
5061657	20-OCT-23	04-OCT-23	OHIOGUIDESTONE:AGENCY SVCS IHBT INCENTIVE SEP 2023	16,500.00
5061660	20-OCT-23	04-OCT-23	OHIOGUIDESTONE:AGENCY SVCS INCREDIBLE YEARS DINA PROGRAM SUPPORT - 09/18/2023	299.95
5060305	11-OCT-23	30-SEP-23	OHIOGUIDESTONE:AGENCY SVCS IYDCC & FAMCONSULT - AUG-SEP 2023	7,613.00
5059084	04-OCT-23	21-SEP-23	OHIOGUIDESTONE:AGENCY SVCS PATIENT CARE JUNE 2023	2,834.23
5061658	20-OCT-23	04-OCT-23	OHIOGUIDESTONE:AGENCY SVCS PATIENT CARE JUNE 2023	8,323.04
5061659	20-OCT-23	30-SEP-23	OHIOGUIDESTONE:AGENCY SVCS PATIENT CARE SEP 2023	457.13
5060404	12-OCT-23	04-OCT-23	OHIOGUIDESTONE:AGENCY SVCS PATIENT CARE SEPT 2023	5,354.62
5061656	20-OCT-23	12-OCT-23	OHIOGUIDESTONE:AGENCY SVCS PATIENT CARE SEPT 2023	17,931.30
5060306	11-OCT-23	21-SEP-23	OHIOGUIDESTONE:SOR 2.0 NCE - TREATMENT SVCS AUG 2023	2,732.88
5060307	11-OCT-23	31-AUG-23	P2R TRAINING AND RESOURCE CENTER INC:SOS 3.0 - TREATMENT & WORKFORCE SVCS AUG 2023	37,422.14
5062904	26-OCT-23	30-SEP-23	P2R TRAINING AND RESOURCE CENTER INC:SOS 3.0 - TREATMENT & WORKFORCE SVCS SEP 2023	48,540.16
5061661	20-OCT-23	04-OCT-23	PATHWAYS COUNSELING AND GROWTH CENTER:AGENCY SVCS PATIENT CARE SEP 2023	1,195.39
5061373	19-OCT-23	12-OCT-23	PATHWAYS COUNSELING AND GROWTH CENTER:AGENCY SVCS PATIENT CARE SEPT 2023	1,551.54
5061376	19-OCT-23	13-OCT-23	SILVER MAPLE RECOVERY LLC:AGENCY SVCS PATIENT CARE SEPT 2023	1,960.70
5061375	19-OCT-23	13-OCT-23	SILVER MAPLE RECOVERY LLC:AGENCY SVCS PATIENT CARE SEPT 2023 SOR	7,937.78
5061378	19-OCT-23	12-OCT-23	STELLA MARIS INC:AGENCY SVCS PATIENT CARE OCT 2023	2,270.30
5059086	04-OCT-23	21-SEP-23	STELLA MARIS INC:AGENCY SVCS PATIENT CARE SEPT 2023	1,816.24
5061667	20-OCT-23	02-OCT-23	THE NORD CENTER:AGENCY SVCS CBCF MEDS SEP 2023	851.67
5061381	19-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS CRISIS INTERVENTION - SEPT 2023	35,066.41
5061381	19-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS CRISIS INTERVENTION - SEPT 2023	67,762.02
5060310	11-OCT-23	02-OCT-23	THE NORD CENTER:AGENCY SVCS HAP, RENT, HAP PATH, SEP 2023	15,272.00
5061380	19-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS HOTLINE - SEPT 2023	50,000.00
5061380	19-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS HOTLINE - SEPT 2023	10,548.74
5059087	04-OCT-23	15-SEP-23	THE NORD CENTER:AGENCY SVCS HOTLINE, WARMLINE, & CRISIS INTER SVCS AUG 2023	180,655.71
5061670	20-OCT-23	09-AUG-23	THE NORD CENTER:AGENCY SVCS OMHAS CTP PRISON REENTRY - JULY & AUG 2023	19,771.25
5061664	20-OCT-23	06-OCT-23	THE NORD CENTER:AGENCY SVCS OMHAS CTP PRISON REENTRY - SEP 2023	7,256.60
5059088	04-OCT-23	21-SEP-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE AUG 2023	5,507.58
5059089	04-OCT-23	21-SEP-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE JUNE 2023	2,799.30
5061663	20-OCT-23	04-OCT-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE JUNE 2023	4,244.85
5061668	20-OCT-23	04-OCT-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE SEP 2023	2,965.62
5061666	20-OCT-23	28-SEP-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE SEPT & OCT 2023	45,623.75
5060407	12-OCT-23	04-OCT-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE SEPT 2023	61,533.60
5061665	20-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE SEPT 2023	133,115.94
5061382	19-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS PATIENT CARE SEPT 2023	5,931.24
5061379	19-OCT-23	12-OCT-23	THE NORD CENTER:AGENCY SVCS WARMLINE - SEPT 2023	10,234.90
5061669	20-OCT-23	06-OCT-23	THE NORD CENTER:SOS 3.0 - HARM REDUCTION SEP 2023	3,622.15
5060410	12-OCT-23	02-OCT-23	THE ROAD TO HOPE INC:AGENCY SVCS SAPT RENTS - SEP 2023	23,070.00
5061672	20-OCT-23	02-OCT-23	THE ROAD TO HOPE INC:SOS 3.0 - BEDDING SUPPLIES - SEP 2023	15,019.92
5060409	12-OCT-23	02-OCT-23	THE ROAD TO HOPE INC:SOS 3.0 - RECOVERY HOUSING SVCS SEP 2023	21,557.51
TOTAL NETWORK AGENCY CONTRACTS				1,651,613.77

APPROVED BY EXECUTIVE DIRECTOR:

TOTAL MHARS BOARD EXPENSES - OCTOBER 2023 **2,249,501.19**

Mental Health, Addiction and Recovery Services Board of Lorain County
Revised Budget for FY24

	Original Budget FY24	Prior Approved Revisions FY24	Proposed Revisions FY24	Revised Budget FY24
Estimated Beginning Cash Balance - Board Levy	\$ 16,194,219		\$	16,130,459
Estimated Beginning Cash Balance - Unrestricted	-			-
Estimated Beginning Cash Balance - Board Allocations & Grants	1,006,432			1,236,810
Estimated Beginning Cash Balance - ISP	1,923,474			1,793,022
Estimated Beginning Cash Balance - TOTAL	19,124,125			19,160,291
Revenues:				
Levy	12,138,264	-	-	12,138,264
Local Grants	55,000	-	3,488	58,488
State Allocations & Grants	2,367,760	306,416	-	2,674,176
Federal Allocations & Grants	2,989,623	1,773,079	-	4,762,702
Pass-Through Grants	871,123	145,267	-	1,016,390
Integrated Services Partnership	-	-	-	-
Miscellaneous	6,769,000	-	-	6,769,000
Total Revenues	25,190,770	2,224,762	3,488	27,419,020
Expenses:				
Personnel - Salary and Benefits	2,180,000	-	-	2,180,000
Operating	408,000	-	-	408,000
Printing & Advertising	75,000	-	-	75,000
Capital Outlay	40,000	-	-	40,000
Crisis Receiving Center	8,350,286	-	-	8,350,286
Auditor & Treasurer Fees - Levy	211,500	-	-	211,500
Integrated Services Partnership	1,260,033	-	-	1,260,033
Pass-Through Grants	871,123	145,267	-	1,016,390
Agency & Community	1,718,955	629,426	(22,212)	2,326,169
Network Agency Contracts	14,265,422	1,712,408	25,700	16,003,530
Total Expenses	29,380,319	2,487,101	3,488	31,870,908
Net Income	(4,189,549)	(262,339)	-	(4,451,888)
Estimated Ending Cash Balance - Board Levy	14,271,135			14,171,796
Estimated Ending Cash Balance - Unrestricted	-			-
Estimated Ending Cash Balance - Board Allocations & Grants	-			3,618
Estimated Ending Cash Balance - ISP	663,441			532,989
Estimated Ending Cash Balance - TOTAL	\$ 14,934,576		\$	14,708,403

Shift \$55,000 from Network Agency Contracts expense to Agency & Community expense for Early Intervention contract

Shift \$113,248 from Agency & Community expense to Network Agency Contracts expense for NEO Collaborative COVID funding

Shift \$32,548 from Network Agency Contracts expense to Agency & Community for SOS Bridge funding

Increase Local Grants revenue and Agency & Community expense \$3,488 for Collective Impact additional funding

Agency & Community	Network Agency Contracts
55,000	(55,000)
(113,248)	113,248
32,548	(32,548)
3,488	
(22,212)	25,700

BUDGET REVISION NOTES

PRIOR APPROVED REVISIONS FY24

REVENUES

DATE	CATEGORY	AMOUNT	EXPLANATION
08/22/23	State Allocations & Grants	246,416	Adjustments for carryover and additional allocations
08/22/23	Federal Allocations & Grants	520,334	Adjustments for carryover and additional allocations
08/22/23	Pass-Through Grants	120,621	Additional allocation for Women's Set-Aside Grant
09/26/23	State Allocations & Grants	9,730	Adjustments for carryover and additional allocations
09/26/23	Federal Allocations & Grants	(38,050)	Adjustments for carryover and additional allocations
09/26/23	Pass-Through Grants	24,646	Additional allocation for Circle for Recovery Grant
10/24/23	State Allocations & Grants	50,270	Adjustments for carryover and additional allocations
10/24/23	Federal Allocations & Grants	1,290,795	Adjustments for carryover and additional allocations for SOS 3.2 bridge funding
NET REVENUE CHANGE		2,224,762	OVERALL AMOUNT REVENUES INCREASED / (DECREASED)

EXPENSES

DATE	CATEGORY	AMOUNT	EXPLANATION
06/27/23	Agency & Community	20,000	Re-allocate unused portion of Ad Hoc Disparities from FY23 to FY24
08/22/23	Pass-Through Grants	120,621	Additional allocation for Women's Set-Aside Grant
08/22/23	Agency & Community	676,196	Adjustments for carryover and additional allocations
08/22/23	Network Agency Contracts	286,172	Adjustments for carryover and additional allocations
09/26/23	Pass-Through Grants	24,646	Additional allocation for Circle for Recovery Grant
09/26/23	Agency & Community	(52,862)	Adjustments for carryover and additional allocations
09/26/23	Network Agency Contracts	(13,696)	Adjustments for carryover and additional allocations
10/24/23	Agency & Community	(13,908)	Adjustments for carryover and additional allocations
10/24/23	Network Agency Contracts	1,439,932	Adjustments for carryover and additional allocations for SOS 3.2 bridge funding
NET EXPENSE CHANGE		2,487,101	OVERALL AMOUNT EXPENSES INCREASED / (DECREASED)

NET OVERALL CHANGE (262,339) OVERALL AMOUNT ENDING BALANCE INCREASED / (DECREASED)

Contracts to be Authorized by the MHARS Board of Directors

November 15, 2023

Contractor/Vendor	Service Provided	Contracted/Budgeted Amount
*Qualtrics	See APS 11.23.01 3340.A100.600.A24.05.6000.6009	NTE \$26,460 for 10/31/23 - 10/30/24
*The Gallilean Theological Center	See APS 11.23.02 3340.A100.600.C24.05.6200.0000	NTE \$20,000 for 7/1/23 - 6/30/24
*Educational Services Center of Lorain County	See APS 10.23.03 3340.B150.600.C24.05.6200.0000	NTE \$67,760 for 12/1/23 - 6/30/24
* Contract recommended for approval from Community Planning & Oversight Committee		



Agenda Process Sheet 11.23.01

- ☐ COMMUNITY PLANNING & OVERSIGHT COMMITTEE
- ☒ FINANCE COMMITTEE
- ☐ OTHER COMMITTEE
- ☐ BOARD OF DIRECTOR'S MEETING

☐ NEW PROGRAM

☒ CONTINUING PROGRAM

☐ EXPANDING PROGRAM

Subject: Data Management Software

Contract Entity(s): Qualtrics Experience Team

Contract Term: October 31, 2023 – October 30, 2024

Funding Source(s): Levy

Contract Amount: \$26,460

Project Description: Continuation of software contract for surveys; workshop, programs and events processes; reporting and presentation of data (data analytics)

Planning considerations or impact specific to Diversity, Equity and Inclusion: None specific

Related Facts: Qualtrics is used by the Ohio Department of Mental Health and Addiction Services (OhioMHAS), and companies such as CVS pharmacy, Under Armour, jetBlue, Princeton University and Princess Cruiseline.

A previous software product was utilized, originating with the ADAS Board, specifically for reporting deaths by overdose. This product went defunct as it was no longer a supported product. Qualtrics was chosen as a replacement in October of 2022. Utilized by our Continuous Quality Improvement Officer, data was transferred into this system. Additional use and data management has been expanded, though interrupted with the vacancy of this position. Plans for development of data reporting will streamline the reporting process for our providers, allow for dashboards and comparative data analytics to better evaluate providers.

Number Served: NA

System Impact:

Metrics <i>(How will goals be measured)</i>	Efficiency of Training and Event Management Utilization of survey features Development of reporting by agency – dashboards and reports
Evaluation/ Outcome Data <i>(Actual results from program)</i>	MHARS Teams' Satisfaction with product in creating dashboard and reports



Agenda Process Sheet 11.23.02

- ☐ COMMUNITY PLANNING & OVERSIGHT COMMITTEE
- ☒ FINANCE COMMITTEE
- ☐ OTHER COMMITTEE
- ☐ BOARD OF DIRECTOR'S MEETING

☐ NEW PROGRAM

☒ CONTINUING PROGRAM

☐ EXPANDING PROGRAM

Subject: Workforce Development

Contract Entity(s): The Galilean Theological Center (GTC)

Contract Term: FY24

Funding Source(s): Levy

Contract Amount: \$20,000

Project Description: Behavioral Health Community Education and Workforce Development

GTC Substance Use Disorders Educational and Training Program for Latinx Clergy and Church Leaders will consist of funding benchmark achievements at four components, funded at benchmark achievements of the program.

Component I. Completion of Coursework: Spiritual Caregiving to Help Addicted Persons and Families.

This component trains Clergy, Pastors, and Church Leaders in four areas 1. Recognizing Addiction; 2. Pastoral/Care of addicted Persons and Families; 3. Self-Understanding / Understanding Prevention Strategies and 4. The Role of the Community in Recovery from Addiction. This component requires 21 classroom hours with trainer and participants. Meeting weekly for seven weeks, this component is taught by Rev. Dr. Felix Muniz who holds a Doctoral of Ministry in Theology and has a CDCA with the Ohio Chemical Dependency Professional Board (OPCB) and is candidate for the LCDCIII Licensure and has over 20 years of experience in the chemical dependency field. This component is also taught with the assistance of other trainers that hold the credentials and certification to teach in those particular areas. Based on the *handbook and curriculum, in Spiritual Caregiving to Help Addicted Persons and Families*, this training component provides faith leaders with basic knowledge about addiction, strategies to help families and children, and information about community resources and mutual support groups. Obtaining these trainings results in clergy and church leaders being more knowledgeable and comfortable in supporting those hurting members of their congregation and faith community begin the road to recovery.

Component II. CDCA Credentialing and Certification: In this component, Latinx Clergy and Church Leaders that have completed the first component are trained to be a certified as a Chemical Dependency Counselor Assistants (CDCA preliminary level or phase I) with Ohio Chemical Dependency Professional Board (OPCB). To do so, requires 40 hours of training in six areas: Theories of Addiction (5 hours), Counseling Procedures & Strategies with Addicted Populations (14 hours), Group Process & Techniques Working with addicted populations (5 hours), Assessment & Diagnosis of Addiction (3 hours), Treatment Planning (7 hours) and Ethics (6 hours).

In addition, capacity building services is provided by the National Hispanic and Latino ATTC Network (Addiction Technology Transfer Center Network), providing high-quality training and technical assistance to improve the capacity of the workforce serving Hispanic and Latino communities in behavioral health prevention, treatment, and recovery. They disseminate and support the implementation of evidence-based and promising practices to enhance service delivery, promote the growth of a diverse, culturally competent workforce, and bridge access to quality behavioral health services. They are committed to increasing health equity and access to effective culturally and linguistically grounded approaches.

Component III: Successfully passing the CDCA exam and receiving this certification.

Component IV: Obtaining applicable, related employment in Lorain County.

Planning considerations or impact specific to Diversity, Equity and Inclusion:

The Galilean Theological Center Substance Use Disorders Educational & Training Program addresses disparities in the behavioral health workforce, training a cohort group of Latinx Clergy and Church Leaders in the area of Substance Use Disorder (SUD) treatment, while creating access to clinical credentials: Licensure (LCDC I, II, III) and Certification (CDCA).

By providing technical assistance, capacity building, and support to MHARS funded organizations and other community-based service providers, the program will increase the publicly funded treatment system's capacity to provide culturally and linguistically appropriate services to the Latinx population, thereby addressing health disparities and building equity within service providers. GTC seeks partnerships with social services agencies in Lorain County including Lorain UMADAOP, LCADA Way, Fortaleza, El Centro de Servicios Sociales, The Genesis House and other Community and Faith Based Organizations. These partnerships will help in developing healthier, safer, and sober communities within the Latinx population and others.

Payments **not to exceed the total contract amount of \$20,000** are based upon the following four points of achievement as deliverables per student. Students **must reside in Lorain County** to be eligible. Payments are made to the Galilean Theological Center and not to the individual students.

- Successful completion of Component 1 as evidenced by course certificate
\$500 per student achievement
- Successful completion of Component 2 as evidenced by course certificate
\$500 per student achievement
- Receipt of Chemical Dependency Counselor Assistant Certification
\$500 per student achievement
- Secured employment impacting behavioral health for Lorain County residents
\$500 per student achievement

Related Facts:

Located at Harvest Fellowship Church of the Nazarene, 37425 Royalton Road, Grafton, Ohio which is 20 minutes away from Lorain and Elyria where there is a large concentration of Hispanic/Latinos and Latinx churches. Galilean Theological Center (GTC) is a 501c3 non-profit organization whose mission statement is to provide introductory theological education, training, and job-readiness skills for ministry, leadership, and employment in the Hispanic-Latino churches throughout Northeast Ohio. Our goal is to provide ministerial training and sound theological education to Hispanic/Latino church leaders who generally do not have access to traditional theological institutions due to language barriers, socio-economic status and/or formal educational. GTC has a partnership with Ashland Theological Seminary with the purpose to train men and women for bachelor exempt status for application to the Master’s program. GTC has been training students who hold a High School diploma or equivalent GED in classical and discipline specific theological education capable of matriculating in graduate study at Ashland Theological Seminary. GTC ministerial training program has been offering (8) courses of 21 contact hours per course and three (3) seminars. GTC ministerial training program consist of (4) courses in classical disciplines of Hermeneutics, Bible, Theology and Church History, (4) courses in Hispanic Church Studies and (3) seminars in preparation for the call to ministry and research & writing for theological study.

Number Served: 14

System Impact: LatinX clergy and substance use disorder certified persons are able to enter the behavioral health workforce with job readiness, a significant assistance to our provider network. LatinX, particularly Spanish speaking, providers are desperately needed to serve the diversity and language needs of Lorain County residents.

Metrics <i>(How will goals be measured)</i>	Number of participants achieving each benchmark
Evaluation/ Outcome Data <i>(Actual results from program)</i>	14 completed Spiritual Caregiving Coursework 14 completed training for CDCA 13 certified as CDCA 5 employed in Lorain County related positions (time impacted)



Agenda Process Sheet 11.23.03

- ☐ COMMUNITY PLANNING & OVERSIGHT COMMITTEE
- ☒ FINANCE COMMITTEE
- ☐ OTHER COMMITTEE
- ☐ BOARD OF DIRECTOR'S MEETING

☒ NEW PROGRAM

☐ CONTINUING PROGRAM

☐ EXPANDING PROGRAM

Subject: Behavioral Health Wellness Coordinator

Contract Entity(s): Educational Services Center of Lorain County (ESC)

Contract Term: December 1, 2023 – June 30, 2024

Funding Source(s): OMHAS

Contract Amount: \$67,760

Project Description: The Behavioral Health Wellness Coordinator is a collaborative position between an agency and a school. Miami University's Center of Excellence provides consultation and program evaluation. Knollwood Elementary and The Educational Services Center of Lorain County will partner on this initiative with the employment resting with the ESC and placement in Knollwood.

Planning considerations or impact specific to Diversity, Equity and Inclusion: The ESC is an Equal Opportunity Employer and will consider diversity in its hiring as an asset.

Related Facts: The Wellness Coordinator works to

- Connect and coordinate student behavioral health services and staff wellness programming (within the school district and among community partners).
- Serve as a key staff member in a school's efforts to plan for, implement, and sustain behavioral health and wellness efforts.
- Provide a variety of services, including (1) behavioral health promotion, (2) prevention, (3) early identification, (4) evidence-based intervention, (5) referral processes, and (6) guided support services across the multi-tiered spectrum for K-12 students, especially those most vulnerable.
- Focus on preventing and supporting students experiencing non-academic barriers to learning, including behavioral health concerns, substance use, and family and relationship concerns.

Number Served: 0

System Impact: Collaboration between MHARS, Schools and Providers brings behavioral health subject matter experts and educators together. This initiative is in its second year of this five-year funding opportunity. Partnership and planning for braided funding for sustainability and growth are supported with this start up program.

Metrics <i>(How will goals be measured)</i>	<div>Semiannual reporting</div> <ul style="list-style-type: none">• Number of students engaged in wellness and prevention activities• Number of the staff engaged in school-wide wellness programs• School Performance measures as identified by the Ohio Department of Education• Staff self-report
Evaluation/ Outcome Data <i>(Actual results from program)</i>	<div>New Provider of services for school year 23/24.</div>

Governance Committee Report

Thursday, November 9, 2023 5:00 p.m. Conference Room

The Governance Committee shall review Board By-Laws and recommend revisions to the BOD for adoption. Any BOD member or the Executive Director may suggest By-Law changes for the Governance Committee to consider. All discussions regarding By-Law changes shall include input from the Executive Director. The Governance Committee shall monitor and conduct self-evaluation surveys of BOD members to inform the future educational training needs of the BOD. These surveys shall be conducted not later than June of each year.

Committee Members Present: James Schaeper (CGO and Committee Chair), Tim Carrion, Dr. Hope Moon, Clifton Oliver, Daniel Urbin (ex officio)

Committee Member Absent: Michele Flanagan

Staff Present: Vinaida Reyna

I. Informational

- a. Review the Code of Conduct Policy (attachments)
 - DRAFT Language on how to address misconduct of BODs
 - The committee reviewed the proposed language from Mr. Petticord, and made additional edits. The committee will update the policy and share with Mr. Petticord for his review and feedback. Draft will be shared once finalized for board to review.
- ~~b. Review the Bylaws Appendix A~~
 - ~~• DRAFT language on time allotted per person for debate per motion (attachment)~~ Moved to recommendation.

II. Recommendation

- a. Review the Bylaws Appendix A (attachment)
 - DRAFT language on time allotted per person for debate per motion
 - After some discussion, edits were suggested and approved.
 - Dr. Hope Moon made a motion to place this item as a recommendation. Second by Tim Carrion. All in favor. Motion carried.

III. Unfinished Business – None at this time

IV. New Business – None at this time

V. Determine Consent Agenda items

- I.b – The committee approved moving the recommended edit to the Appendix A of the Bylaws on to Consent Agenda.

Next Meeting: TBD

APPENDIX A

Mental Health, Addiction and Recovery Services Board of Lorain County

“Special Rules”

Adapted from *RONR, 11th Edition*, § 49, **Conduct of Business in Boards**

GENERAL PROCEDURE: The executive board of an organized society operates under the society’s bylaws, the society’s parliamentary authority, and any special rules of order or standing rules of the society which may be applicable to it. Such a board may adopt its own special rules of order or standing rules only to the extent that such rules do not conflict with any of the rules of the society listed above ... A board that is not part of a society can adopt its own rules, provided that they do not conflict with anything in the legal instrument under which the board is constituted. [Emphasis added.]

Under the general parliamentary law, business is transacted in large boards according to the same rules of procedure as in other deliberative assemblies. In smaller boards, these rules apply as far as practicable, with the exceptions noted below....

PROCEDURE IN SMALL BOARDS: In a board meeting where there are not more than about a dozen members present, some of the formality that is necessary in a large assembly would hinder business. The [special] rules governing such meetings are different from the rules that hold in other assemblies ... “

With *RONR* (above) as parliamentary authority, the Mental Health, Addiction and Recovery Services Board of Lorain County adopts these "Special Rules" for the conduct of its **full Board meetings:**

1. A member may raise a hand instead of standing when seeking to obtain the floor, and may remain seated while making motions or speaking. In providing the floor, the chairperson recognizes the member or other speaker by name.
2. There is ~~a no~~ limit to the number of times a member can speak to a debatable question. **Members may speak up to 2 times per debatable question with 2-minute limit each time. The agenda item will list the allotted time per item but not to exceed 15 minutes, if no time is noted on the agenda.** However, motions to close or limit debate, including motions to limit the number of times a member can speak to a question, are in order even in meetings of a small board, although occasions where they are necessary or appropriate may be rarer than in larger assemblies. (Appeals, on the other hand, are debatable under the regular rules – that is, the chairperson may speak twice in debate on them, and each member can speak only once.)
3. Informal discussion of a subject is permitted while no motion is pending.
4. The chairperson may, without leaving the chair, speak in informal discussions and in debate, and vote on all questions.
5. Roll call votes shall be taken for motions to enter into executive session, motions concerning

the allocation of funds and/or the authorization of contracts, or for other matters as required by law. Voice votes shall be taken for all other motions. Any member may ask the Chair for a roll call vote on any motion. If this request is supported by at least one additional Board Member, a roll call vote shall be taken. In all cases a simple majority shall determine the question.

(Appendix A adopted under Resolution 16-04-12 on 4/28/16; Revised under Amended Resolution 16-09-07 on 9/22/16; Revised on 12/1/16 - Lorain County Board of Mental Health. – this has been updated to reflect the Mental Health, Addiction and Recovery Services Board of Lorain County.)

Executive Committee Meeting Report

Tuesday, November 7, 2023 4:30pm Conference Room

The Executive Committee shall be composed of the Chair, the Vice Chair, Secretary, Chief Governance Officer, and ALL Chairs of Standing Committees. Between the meetings of the BOD, the Executive Committee, shall have, and may exercise, the authority of the BOD, except as such authority is limited by statute. The Executive Committee shall have only such power and authority of the BOD between meetings of the BOD as shall be necessary to address crisis situations of the Board; any such action taken by the Executive Committee between meetings of the BOD shall be subject to ratification or modification by the BOD at its next regularly scheduled meeting.

Committee Members Present: Daniel Urbin, Board Chair; Mike Babet, Vice Chair, James Schaeper, Chief Governance Officer; Sandra Premura, Secretary; Michele Flanagan

Committee Members Absent: Tim Barfield

Staff Present: Michael Doud, Barry Habony, Vinaida Reyna

Guests: Randy Shorr (virtual), Shorr Law; Todd Cooper, Hill International; Pete Klepek, Panzica; Chris Montgomery, Panzica; Danielle James, Panzica; Ken Flesse, Panzica

I. Recommendations:

- a. **LCCRC Project: Sublease and Sub sublease** (attachments)
 - Randy Shorr of Shorr Law answered questions from the committee pertaining to the Sublease and Sub sublease of the Nord Center property.
 - Michele Flanagan made a motion to recommend the board to approve accepting and signing the Sublease and Sub sublease agreements. Second by Mike Babet. All in favor. Motion carried.
- b. **LCCRC Project: Construction Contract** (attachment)
 - Panzica Construction Team was available to answer questions pertaining to the construction project.
 - Sandra Premura made a motion to recommend the board to enter into contract with Panzica Construction for construction services of the LCCRC Building. Second by Michele Flanagan. All in favor. Motion carried.
- c. **LCCRC Project: CTL Contract** (attachments)
 - Owner Representative, Todd Cooper of Hill International explained the proposed contract with CTL Engineering, Inc. for materials testing and inspection services for the LCCRC Project.
 - Mike Babet made a motion to recommend the board to enter into contract with CTL Engineering, Inc for the services listed above. Second by James Schaeper. All in favor. Motion carried.

Executive Committee Meeting Report

Tuesday, November 7, 2023 4:30pm Conference Room

- d. **LCCRC Project: ARPA Funding** (attachments)
 - Mike Babet made a motion to approve said application with an assurance of an intent to support applicant's program consistent with the application and, in addition, to annually monitor the program and operations of the facility to assure compliance. Second by James Schaeper. All in favor. Motion carried.
- e. **LCCRC Project: MH-1323 and MH-1324** (attachments)
 - Mike Babet made a motion to approve the signing of the Note secured by a Mortgage Deed MH-1323 (\$1mil) & MH-1324 (\$900K) from the ODMHAS. Second by James Schaeper. All in favor. Motion carried.

II. Informational:

- a. Oberlin Avenue Property
 - Barry Habony was asked to gather bids for cost on a possible demolition and fill of the Oberlin Avenue property. Item moved to unfinished business.
- b. LCCRC Project: Change Order Process
 - The Executive Committee will present all Change Orders to the Board for approval.

III. Unfinished Business

- Michael Doud asked the committee to consider reconvening a Ad Hoc Levy Committee to begin work in January 2024 for ballot placement in the November 2024 General Elections.

IV. New Business – None at this time

V. Determination of Consent Agenda

- Items I.a, I.b, I.c, I.d, and I.e were approved to go onto Consent Agenda from the Executive Committee.

Adjournment at 5:56pm

Next Meeting: as needed

GROUND SUBLEASE

Site:

6140 S. Broadway

Lorain, Ohio 44053

GROUND SUBLEASE

Specific Provisions

Landlord: The Nord Center
an Ohio nonprofit corporation

Landlord Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With copy to:

Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Tenant: Mental Health and Addiction Recovery
Services Board of Lorain County,
a governmental entity

Tenant Notice Address: 1173 North Ridge Road East
Lorain, Ohio 44055
Attn: Michael Doud
Telephone: (440) 787-2078
Email: mdoud@mharslc.org

With copy to:

The Lorain County Prosecutor's Office
Lorain County Justice Center
225 Court Street, Third Floor
Lorain, Ohio 44033
Attn: Daniel F. Petticord
Telephone: (440) 329-5389
Email: dan.petticord@lcprosecutor.org

Effective Date: [November 1, 2023], which is the date upon which this Lease and the Parking Sub-Sublease Agreement have been executed by both Landlord and Tenant.

Construction Period:	The period of approximately two (2) years commencing on the Delivery Date and expiring on the Commencement Date. The Construction Period is anticipated to conclude in autumn of 2025.
Commencement Date:	First day of the calendar month after the expiration of the Construction Period. The Commencement Date will be agreed to by the parties as set forth on the Commencement Date Agreement attached hereto as <u>Exhibit “B”</u> .
Primary Term:	Thirty-one (31) years commencing on the Commencement Date.
Base Rent:	\$1.00 per year; see provisions of Section 6.1 below
Leased Premises:	Approximately 2.0975 acres, being described as 6130 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-067 by the Lorain County, Ohio, Auditor, as described by metes and bounds on <u>Exhibit “A-1”</u> and depicted on <u>Exhibit “A-2”</u> that is leased by Landlord to Tenant under the terms of this Lease.
Adjacent Landlord Property:	Approximately 3.2700 acres, being described as 6140 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-068 by the Lorain County, Ohio, Auditor, as described by metes and bounds on <u>Exhibit “A-3”</u> and depicted on <u>Exhibit “A-4”</u> , which parcel is owned by Landlord.
Common Areas:	All parking areas, parking lots, lanes, drives, driveways, walkways, parking lot entrances and exits, sidewalks, landscaped and other unpaved areas associated with such parking amenities, parking lot lighting facilities and equipment, shared utility facilities, and all other areas outside of the buildings located on the Adjacent Landlord Property or Leased Premises, and which are intended and available for the common use of Landlord and Tenant. In addition, the Common Areas will include all such areas described above which are located on the property leased under the “Parking Leases” , as defined in Section 1.1.2 below.
Tenant’s Proportionate Share:	38.86%, see Section 6.2.1 below.

THE TERMS LISTED ABOVE ARE DEFINED TERMS THAT ARE USED THROUGHOUT THIS LEASE AND WHOSE DEFINITIONS MAY BE MODIFIED UNDER THE TERMS AND CONDITIONS BELOW.

This Ground Sublease (this “**Lease**”) is effective as of the Effective Date and is executed by and between Landlord and Tenant with respect to the Leased Premises described below.

1. **Agreement to Lease; Defined Terms**

1.1 **Lease of Leased Premises.** Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from Landlord, together with all rights, privileges, easements and appurtenances, if any, pertaining to the Leased Premises, on the terms, conditions, and limitations established in this Lease, for the Lease Term.

1.1.1 *Common Area Access.* Tenant, as well as its agents, employees, clients, patients and invitees, shall have and are granted access to and use of all Common Areas.

1.1.2 *Parking Leases.* The Leased Premises and the Adjacent Landlord Property are served by certain leases for parking on land adjacent to the Leased Premises and the Adjacent Landlord Property, such leases being more particularly described as follows: (i) the Lease Agreement dated January 7, 2009 between Eschtruth Investment LLC, as lessor, and Norcare Enterprises, Inc., as lessee, as amended by a certain First Amendment to Lease Agreement dated November 7, 2022, (ii) the Sublease Agreement dated [November 1, 2023] between Norcare Enterprises, Inc., as sublessor, and The Nord Center (Landlord), as sublessee, and (iii) the Sub-Sublease Agreement dated [November 1, 2023] between The Nord Center (Landlord), as sub-sublessor, and Mental Health and Addiction Recovery Services Board of Lorain County, as sub-sublessee (the “**Parking Sub-Sublease Agreement**”) (collectively subparts (i), (ii) and (iii) are referred to as the “**Parking Leases**”). Landlord and Tenant expressly acknowledge and agree that, for purposes of this Lease, the “Common Areas” will be deemed to cover and include the property leased under the Parking Leases, and that the usage of such portions of the Common Areas will be governed by the terms of this Lease, and the Parking Leases, as applicable.

1.1.3 *Master Lease.* As is further set forth in Article 17, this Lease is subject to that certain Lease Agreement dated as of [November 1, 2023] (the “**Master Lease**”) by and between Norcare Enterprises, Inc. (the “**Master Lessor**”) as lessor, and Landlord, as lessee, for the real property, improvements, and personal property constituting the collectively the Leased Property and the Adjacent Landlord Property.

1.2 **Defined Terms.** When used in this Lease, defined terms should have the meanings established in this Lease. Various defined terms are defined above, and various other terms are defined below as well as in other areas in the text of this Lease.

1.2.1 “**Delivery Date**” has the meaning assigned in Section 3 below.

1.2.2 “**Facilities**” means all buildings and other improvements (including parking and paved areas, etc.) constructed by Tenant on the Leased Premises. References in this Lease to the term “**Facilities**,” however, specifically exclude Tenant’s Property, as defined below. The Facilities shall be and remain at all times Tenant’s sole property during

the Lease Term. Upon the expiration or earlier termination of this Lease, title to the Facilities shall automatically and immediately vest in Landlord without further action by Tenant, although Tenant shall, upon Landlord's request, execute and deliver appropriate documentation conveying the Facilities to Landlord.

1.2.3 **"Governing Authorities"** means all federal, state, local (municipal and/or county), and quasi-governmental agencies, departments, councils, boards, commissions, authorities, and the like that have jurisdiction over the development, construction, and/or use of the Leased Premises.

1.2.4 **"Permittees"** means all employees, customers, vendors, suppliers, invitees, licensees, authorized representatives, contractors, assignees, sublessees, concessionaires, consultants, and other permitted persons of the party in question.

1.2.5 **"Tenant's Property"** means all of the following that are now or in the future located on the Leased Premises: (i) personal property, trade fixtures, furniture, and equipment; and (ii) all signage attached to Tenant's Facilities, all pylon signs located from time to time, and all monument signs reserved for Tenant's sole use that may be located from time to time (called, collectively, the **"On-Site Signage"**). Tenant may remove or replace Tenant's Property at any time during the Lease Term unless expressly provided otherwise by the terms of this Lease.

1.2.6 **"Tenant's Work"** describes the development and construction of the Facilities that Tenant shall, subject to the terms of this Lease, perform with respect to the Leased Premises.

2. **Conditions Precedent.**

2.1 **Conditions Precedent.** This Lease and Landlord's and Tenant's obligations under this Lease are subject to satisfaction or waiver by Landlord and/or Tenant, as applicable, of each of the following conditions (all of which are called collectively, the **"Conditions Precedent"**) prior to the Delivery Date:

2.1.1 **Management Approvals.** Each of Landlord and Tenant shall have obtained the approval of its senior management and/or Board of Directors to enter into this Lease.

2.1.2 **Governmental Approvals.** Tenant agrees and acknowledges that it has or will through the Construction Period obtain all permits and approvals required of the Governing Authorities, as such permits and approvals become applicable, to enable Tenant to develop, construct, and use the Leased Premises for Tenant's Use (the **"Tenant's Permit Approvals"**), including: (i) all building permits; (ii) all site development plans; (iii) all plans showing or concerning curb cuts, signage, lighting, access, deceleration lanes, median breaks, drainage plans, landscape plans, and similar development and construction; and (iv) all operating permits, conditional use permits, and (v) zoning designation, including rezoning approval by the Lorain City Council, if applicable. Notwithstanding any provisions of this Lease to the contrary, Landlord agrees to cooperate with Tenant and

to use its best efforts to promptly prepare and file all necessary documentation to affect all applications, notices, petitions and filings, and to obtain all permits, consents, approvals and authorizations of all third parties and governmental authorities which are necessary for the parties to carry out the terms of this Lease.

3. **Delivery of Leased Premises.**

3.1 ***Delivery Date.*** Landlord shall deliver exclusive possession of the Leased Premises to Tenant on [November 1, 2023] (the “***Delivery Date***”). Tenant acknowledges and agrees that it takes and accepts the Leased Premises in its as-is, where-is condition on the Delivery Date, and that Landlord has no work or improvement obligations with respect to the Leased Premises under this Lease.

4. **Construction of Improvements.**

4.1 ***Construction Period.*** Promptly after the Delivery Date, Tenant shall commence construction of Tenant’s Work described in Section 4.2 below. Tenant must complete Tenant’s Work no later than the expiration of the Construction Period. The parties agree and acknowledge that the target date for completion of the Tenant’s Work is autumn, 2025.

4.2 ***Tenant’s Work.*** During the Construction Period, Tenant, at its sole cost and expense, is solely responsible to design, entitle, permit, place, and construct the Facilities at the Leased Premises, and, to the extent Tenant undertakes construction in accordance with this Lease, Tenant shall do so: (i) in accordance with plans and specifications approved by Landlord in writing, (ii) in a good and workmanlike manner, free of defects; (iii) in compliance with all Laws and all matters of title; and (iv) diligently, without undue delay not caused by a Force Majeure Event.

4.3 ***Tenant Improvement Allowance.*** Landlord shall provide a Tenant improvement allowance (the “**Allowance Amount**”) in an amount not less than One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000) (the “**Minimum Allowance Amount**”) and not more than Three Million Four Hundred Thousand and 00/100 Dollars (\$3,400,000). Landlord acknowledges that the Minimum Allowance Amount has been confirmed as available for draw from third parties in the form of grants, awards, and donations. Landlord shall reimburse Tenant (or pay directly to Tenant’s general contractor if directed by Tenant) for the Allowance Amount upon receipt by Landlord of contractor’s receipts and lien waivers for work actually performed on the Leased Premises. Landlord shall only reimburse Tenant or pay Tenant’s general contractor for those contractors’ receipts that are approved by both Landlord and Tenant and for which lien waivers satisfactory to Landlord have been provided. Tenant shall provide Landlord with such approved receipts together with lien waivers by the twentieth (20th) day of each month and Landlord shall reimburse Tenant (or pay Tenant’s general contractor) no later than the twentieth (20th) day of the following month. The final disbursement of the Allowance Amount is conditioned upon receipt of full lien waivers from all contractors, subcontractors and materialmen furnishing labor or materials to the Leased Premises. Tenant shall be required to incur the costs, complete the work, and draw down the Allowance Amount by no later than the Commencement

Date. All receipts and lien waivers shall be provided to Landlord by no later than thirty (30) days after the expiration of the Construction Period. Notwithstanding the foregoing, Tenant understands and agrees that in no event will Landlord be required to reimburse Tenant any portion of the stated Allowance Amount under this Section 4.3 unless and until Landlord has received the funds to cover such reimbursement requests.

5. Term.

5.1 **Primary Term.** This Lease is valid and enforceable as of the Effective Date and through the Lease Term, subject to the terms and conditions described in this Lease. The commencement of the Base Rent, Additional Rent, and any other charges under the Lease shall begin on the Commencement Date and shall remain in effect through the Primary Term, except as otherwise provided herein. Landlord and Tenant shall promptly, after the occurrence of the Commencement Date, exchange fully executed copies of the Commencement Date Agreement attached as **Exhibit “B”**.

5.2 **Holdover Term.** If Tenant shall hold over after the expiration of the Primary Term, the holdover tenancy shall continue in accordance with all the terms of this Lease, except that Base Rent shall equal 150% of the Base Rent in effect at the end of the Lease Term (the holdover period shall be referred to in this Lease as the “**Holdover Term**”). Landlord shall be deemed to consent to Tenant’s holding over if it is reasonably required by Tenant to perform or satisfy any of Tenant’s obligations to Landlord under this Lease, applicable law, or otherwise. Except as provided herein, a Holdover Term may be terminated by either Landlord or Tenant upon not less than ninety (90) days written notice; however, any Holdover Term shall end only at the end of a calendar month.

5.3 **Lease Term.** The Primary Term, Holdover Term, and any and all other extensions or renewals of the Lease are collectively referred to throughout this Lease as the “**Lease Term**.”

6. Rental.

6.1 **Base Rent.** Tenant shall pay Base Rent to Landlord in advance on the first day of each calendar month, without notice, demand, offset or deduction, except as otherwise expressly provided in this Lease. Rent for any period less than a calendar month shall be prorated, based on the number of calendar days in the month. Tenant has prepaid, and Landlord acknowledges receipt of, Base Rent for the entire Primary Term.

6.2 **Additional Rent.** In addition to Base Rent (if applicable), Tenant shall pay prior to delinquency, for the period commencing on the Commencement Date and continuing throughout the balance of the Lease Term, as additional rental (“**Additional Rent**” and, collectively with Base Rent, “**Rent**”), the following items:

6.2.1 **Common Area Maintenance Charges.** Tenant shall pay Tenant’s Proportionate Share of all operating expenses incurred by Landlord regarding the Common Areas (the “**Common Area Maintenance Charges**”). The operating expenses of the

Common Areas are those amounts paid or payable in connection with the maintenance, repair, replacement, and operation of the Common Areas. The Common Area Maintenance Charges will include, but will not be limited to, those costs and expenses associated with any landscaping; sprinklers; security; fire protection oversight; maintenance; repair and monitoring; repaving, replacing, repairing, and restriping parking lots; public utilities (if applicable); insuring the Common Areas (if applicable), lighting; maintenance; removal of snow, trash, rubbish, garbage and other refuse; Landlord's compliance with present and future laws and ordinances; maintenance of sanitary sewers, storm sewers, domestic water, storm water, detention, retention basins, water filtration and treatment facilities, if any; pylon signs; directional and traffic signs and signals (if applicable); security and security patrols; As soon as practicable after the end of each calendar year ending during the Term and after Lease termination, Landlord shall render a statement in reasonable detail showing for the preceding calendar year or fraction thereof, as the case may be, the Common Area Maintenance Charges and Tenant's Proportionate Share attributable thereto. Landlord's expenditures on items that would be capitalized pursuant to GAAP shall be amortized over their useful life and Common Area Maintenance Charges for any year shall only include the amortized portion attributable to such year. For example, if Landlord expends \$100,000 in 2030 on a capital improvement with a 10 year life, Common Area Maintenance charges for 2030 shall be \$10,000, and \$10,000 for each of the nine subsequent years. Tenant shall have the right to audit Landlord's statements for Common Area Maintenance Charges, and adjustments shall be made based on the outcome of any such audit.

6.2.2 *Property Taxes.* All ad valorem real estate taxes, sewer and sewer rents or charges, business improvement district and other assessments, special or otherwise, levied, assessed or imposed by the applicable taxing authority or upon or with respect to Leased Premises, if any (collectively "***Real Property Taxes***"), assessed against the Leased Premises for periods during the Lease Term but only for periods during the Lease Term after the Delivery Date. Real Property Taxes for any period less than a calendar year shall be prorated. Tenant's liability to pay Real Property Taxes shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included at the beginning or end of the Lease Term. Landlord shall authorize and instruct the assessing authority to forward to Tenant all Real Property Tax bills on the Leased Premises and/or any part. If Landlord pays any Real Property Taxes agreed to be paid by Tenant, then, within ten (10) days after Landlord's presentation of a receipted bill, Tenant shall promptly repay the taxes to Landlord as Additional Rent. For purposes of clarification, so long as Tenant is a governmental entity exempt from paying Real Property Taxes, Tenant shall have no obligation to pay any such Real Property Taxes; provided, however, that in the event Tenant's successor or assign is not an exempt entity, or it is determined the Leased Premises otherwise is not exempt from Real Property Taxes, Tenant shall be responsible for payment of the same under this Section 6.2.2.¹

6.3 *Payment of Rental.* Tenant shall pay the Rent provided in this Lease to Landlord, when due, at Landlord's office, or to any other person or place as Landlord may designate by

¹ Landlord applied for parcel to be exempt from taxation, but does not have decision. This provision was added by MHARS due to its governmental status, which appears would make it exempt. Landlord cannot warrant the exempt status for Tenant, and any taxes/assessments that are charged would be Tenant's obligation.

notice to Tenant, or as otherwise expressly provided in this Lease. At Tenant's election, rent may be paid by electronic funds transfer to an account to be designated by Landlord.

6.4 ***Security Deposit.*** Tenant shall not be required to pay a security deposit.

6.5 ***Tenant Overpayments.*** If either Landlord or Tenant discovers, at any time during the Lease Term or within a reasonable time afterwards, that Tenant has paid Landlord rental or other amounts in excess of those amounts that Tenant was obligated to pay at the time, the applicable party shall promptly notify the other party and, without prejudice to any other remedies, whether legal or equitable, available to Tenant, Tenant shall have the right to treat all or a portion of the overpaid amounts as pre-paid rental, in which event the portion treated as pre-paid rental shall be applied as a credit toward future amounts due Landlord from Tenant under this Lease, and any amounts that exceed future amounts due shall be promptly refunded to Tenant.

7. **Possession and Use.**

7.1 ***Tenant's Use.*** Tenant may use the Leased Premises only for the operation of a crisis receiving center, including emergency, inpatient, and outpatient medical care, and including the provision of detoxification services, and all uses reasonably related to or associated with the foregoing ("**Tenant's Use**"). Tenant will observe and comply with such reasonable rules and regulations as Landlord may prescribe from time to time with respect to the Leased Premises, provided in the event of any conflict or inconsistency between any such rules and regulations and this Lease, the terms of this Lease shall supersede and govern. Tenant shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will violate the certificate of occupancy for the Leased Premises, or that will constitute waste, nuisance or unreasonable annoyance to Landlord or any other tenant or user of the retained property.

7.2 ***Compliance with Laws.*** Tenant, at no cost or expense to Landlord, shall promptly and properly observe, comply with and execute all present and future orders, regulations, directions, rules, laws, ordinances, and requirements of all Governing Authorities that arise directly from Tenant's use, occupancy, or enjoyment of all or part of the Leased Premises during the Lease Term.

7.3 ***Hazardous Materials.*** Tenant agrees not to cause or permit any generation, storage, handling or disposal of any flammable explosives, petroleum or petroleum by-products, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, radioactive materials or wastes, hazardous materials or wastes, toxic materials or wastes, asbestos, asbestos-containing materials, PCBs, or any other material, substance or waste that (i) is recognized as being hazardous or dangerous to health or the environment, (ii) is regulated or may form the basis for liability under any Environmental Laws (as defined below), (iii) is present in the environment in such quantity or state that it contravenes any Environmental Laws, or (iv) requires or will require remediation or removal under any Environmental Laws (collectively "**Hazardous Materials**") in or upon the Leased Premises during the Term of the Lease except in accordance with Environmental Laws. "**Environmental Laws**" means all present and future federal, state, county, municipal and other local statutes, laws, codes, ordinances,

administrative and court orders and directives, rules and regulations applicable to the Leased Premises or to the use and occupancy of the Leased Premises or to operations conducted at or ownership of the Leased Premises from time to time applicable at any time, relating to the protection of the environment, human health or safety or national or homeland security and including, without limitation, those requirements relating to the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, nuisance claims, employee and product safety, and the emission or release of Hazardous Materials into the air, surface water, ground water, land surface, subsurface strata or any drain, pipeline, building or structure. In the event that any other substance used at the Leased Premises shall, during the Term, become designated as a Hazardous Material, then Tenant shall, to the extent practicable, discontinue use of the substance in or upon the Leased Premises except to the extent such use is in accordance with Environmental Laws. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Material in or upon the Leased Premises in a manner consistent with all Environmental Laws. Tenant shall assume sole responsibility for any and all demands, claims, enforcement actions, costs and expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of (i) Tenant's breach of this Section, (ii) Tenant's violation of any Environmental Laws, or (iii) any Environmental Matter caused by any act or omission of Tenant or its agents, employees, contractors, licensees, invitees; except where such agent, contractor, licensee, or invitee is Landlord. Landlord shall assume sole responsibility for any and all demands, claims, enforcement actions, costs, expenses, liabilities, losses, damages, suits, actions, fines or penalties of any kind, including the cost of all remediation efforts and clean-up plans, arising out of any Environmental Matter caused by any act or omission of Landlord or its agents, employees or contractors; except where such agent or contractor is Tenant. "**Environmental Matter**" means any matter arising out of, relating to or resulting from pollution, contamination, sanitation, nuisance, emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise arising out of, resulting from, or relating to, the generation, manufacture, use, storage, management, transportation, treatment, discharge, disposal or reporting of Hazardous Materials, or the application of Environmental Laws. The foregoing obligations shall survive the termination or earlier expiration of this Lease.

7.4 **Improvements.** Subject to the approval of the Governing Authorities and the acquisition of any required permits, and in compliance with any matters of record, and subject to Landlord's written approval of plans and specifications therefor, Tenant may place and maintain on the Leased Premises any and all Facilities and Tenant's Property as it may desire for Tenant's Use. Tenant may remove Tenant's Property without their replacement or reimbursement to Landlord so long as Tenant repairs any damage caused by the removal. Tenant shall not remove any Facilities without Landlord's express written approval. Tenant will not be required to remove any of the Tenant's Property or Facilities at the expiration or sooner termination of this Lease, and any of Tenant's Property remaining and not removed within thirty (30) days after the termination of the Lease shall become the property of the Landlord without warranty, express or implied. Notwithstanding anything contained herein to the contrary, Tenant shall cause any Facilities or Tenant's Property, if any, located on the Leased Premises at the expiration or sooner termination of this Lease to be in good condition and repair, reasonable wear and tear excepted.

7.5 **Alterations.** Without the need or requirement of prior approval from the Landlord, Tenant may make interior non-structural alterations, reductions, or additions to the Leased Premises as Tenant may desire, provided that they do not violate any matters of record, or any requirements of any Governing Authorities having jurisdiction over the Leased Premises. Any exterior or structural alterations, reductions, or additions to the Leased Premises shall require Landlord's prior written consent (and Landlord's consent of plans and specifications therefor), such consent not to be unreasonably withheld, conditioned or delayed. All alterations, additions, and replacements will be made in compliance with all Laws and matters of record, in a good workmanlike manner, and without cost to Landlord. Tenant also shall have the right to remove (without the obligation to replace or the obligation to reimburse Landlord for) any trees, dirt, vegetation, landscaping, sidewalks, and curbing on the Leased Premises, subject to Tenant's compliance with all Laws and the above requirements.

7.6 **Signs and Trademarks.** Subject to Landlord's prior written approval thereof, Tenant shall have the right to erect or attach upon all parts of the Leased Premises all signs, sign faces, posters, banners, and trademark items as it may deem proper, subject to first obtaining any required approvals of the Governing Authorities, and subject to any matters of record. All On-Site Signage including any signs, sign faces, posters, banners, and trademark items (except for the sign structures themselves) shall be removed by Tenant at the expiration or termination of this Lease at Tenant's sole expense. Landlord shall reasonably cooperate with Tenant (at no cost or expense to Landlord) in obtaining any necessary permits or variances from governmental restrictions placed upon the use of signs.

7.7 **Surrender.** Upon expiration of the Lease Term (or upon earlier termination for any reason), Tenant shall quit and surrender the Leased Premises, including the Facilities and Tenant's Property, in good condition and repair, and in compliance with all Laws and all matters of title and in the condition required of Tenant under this Lease.

8. **Maintenance; Operating Expenses.**

8.1 **Repairs.** Tenant, at its sole cost and expense, shall maintain, repair and replace, if necessary, the Leased Premises and all portions thereof, including the Facilities, the Tenant's Property, and all improvements thereon, including without limitation, structural systems, roof, load-bearing walls, floor slabs, HVAC system and equipment, utility systems such as lighting and plumbing, storm drainage systems, windows, glass, doors, glazing and floor coverings, landscaped and irrigation areas, sidewalks, driveways, signage as well as all other facilities, trade fixtures and other equipment located on the Leased Premises. Landlord shall be responsible for maintaining and repairing all off-site improvements (including all improvements in the Common Areas), including any offsite paved areas used for access to or from the Leased Premises, and Tenant shall pay to Landlord the Tenant's Proportionate Share for such Landlord services in accordance with the provisions of Section 6.2 above.

8.2 **Utilities.** Tenant shall pay all charges for gas, electricity, telephone, sewer, water, and any other utilities provided to the Leased Premises (including connection fees). Tenant shall

be solely responsible for the performance of any and all maintenance and repair to the utilities serving the Leased Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. If Landlord receives utility billing statements, Landlord shall promptly forward the bill to Tenant for payment. No cessation or interruption of any utilities shall relieve Tenant of any duties or obligations under this Lease. If any utilities are shared, the bill therefor shall be considered a Common Area Maintenance Expense.

8.3 ***Triple Net Lease.*** Except as otherwise expressly provided in this Lease, this Lease is intended to be and shall be deemed and construed as a “net lease,” pursuant to which Landlord shall receive the Base Rent without reduction or offset for any other charge or expense, and free and clear of all taxes, impositions, charges or expenses of any nature whatsoever. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease.

9. **Damage and Condemnation of Leased Premises.**

9.1 ***Restoration of the Leased Premises.*** If the main building or any other Tenant Improvements are damaged or destroyed during the Term, Tenant shall promptly notify Landlord of such damage or destruction. If the damage is such that it is estimated it shall take more than 180 days after commencement of repairs, then Tenant may terminate this Lease by delivering written notice to Landlord within thirty (30) days after the initial casualty notice has been delivered by Tenant to Landlord. In the event Tenant does not terminate the Lease, then Tenant shall repair and restore the damage with reasonable promptness to substantially the condition existing prior to the damage, at Tenant’s sole cost and expense. All such repair, restoration or rebuilding shall be performed with due diligence in a good and workmanlike manner and in accordance with all applicable laws and ordinances.

9.2 ***Total Taking.*** If the whole of the Leased Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Leased Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Leased Premises and Improvements untenable, then this Lease and the Term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

9.3 ***Partial Taking.*** If a portion of the Leased Premises are taken, and the portion or portions remaining can, in the reasonable judgment of Tenant, be adapted and used for the conduct of Tenant’s business operation, such that the Premises and Improvements are not effectively rendered untenable, then provided that Tenant receives sufficient funds from the condemning authority, Tenant shall promptly restore the remaining portion or portions thereof to a condition

comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect. If, however, in the reasonable judgment of Tenant, the Premises cannot adequately be adapted and used for the conduct of Tenant's business operations, or in the event the award is not sufficient to restore the Leased Premises, then Tenant shall have the right to terminate this Lease and any award paid to Tenant shall be assigned to Landlord.

9.4 ***Award.*** The entire award for the Leased Premises or the portion or portions thereof so taken shall be apportioned between Landlord and Tenant as follows: (i) if this Lease terminates due to a taking or condemnation, Tenant shall be entitled to receive the portion of the award which is attributable to the unamortized cost of the Tenant Improvements as reflected in Tenant's books and records; (ii) Landlord shall be entitled to the remaining award; and (iii) if this Lease does not terminate due to such taking or condemnation, Tenant shall be entitled to the award to the extent required for restoration of the Leased Premises, and Landlord shall be entitled to the balance of the award not applied to restoration. If this Lease does not terminate due to a taking or condemnation, Tenant shall, with due diligence, restore the remaining portion or portions of the Leased Premises in the manner provided herein provided Tenant receives sufficient funds from the applicable condemning authority for such purpose. In such event, the proceeds of the award to be applied to restoration shall be deposited with a bank or financial institution designated by Landlord until the restoration has been completed and Tenant has been reimbursed for all the costs and expenses thereof. In addition to the foregoing, Tenant shall have the right to recover from the condemning authority such compensation as is specifically awarded to Tenant to reimburse Tenant for (i) any cost which Tenant may incur in removing Tenant's property from the Leased Premises, and (ii) for loss of Tenant's business.

10. **Insurance**

10.1 ***Liability Insurance Coverage.*** During the Lease Term, Tenant shall maintain commercial general liability insurance coverage with coverage of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate, showing Landlord as an additional insured.

10.2 ***Property Insurance Coverage.*** During the Lease Term, Tenant shall maintain special form property insurance coverage for the full replacement cost of the Facilities and Tenant's Property.

10.3 ***Additional Insurance Requirements.*** Tenant will provide to Landlord a certificate from Tenant's insurer evidencing the coverage required under this Lease. All policies shall be written by carriers licensed to conduct business in the state in which the Leased Premises are located, and no policy shall be subject to cancellation without ten (10) days' prior written notice being given to Landlord.

10.4 ***Waiver of Subrogation.*** Landlord and Tenant mutually waive, as against one another, all rights of recovery for damage sustained by either caused by the other to the extent that the damage is compensated for by insurance maintained by the damaged party, and Landlord and

Tenant agree that no party shall have any claim against the other by way of subrogation or assignment. Landlord and Tenant, to the extent possible, shall obtain policy provisions from their insurers allowing for this waiver.

11. **Indemnity.**

11.1 ***Tenant's Indemnity.*** Tenant shall accept responsibility for any costs, damages, claims, liabilities, expenses (including reasonable attorneys' fees), losses, penalties and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, (i) the use and occupancy of the Leased Premises by Tenant or Tenant's Permittees, except to the extent that they are caused by Landlord, (ii) any act or omission of Tenant or Tenant's Permittees, except to the extent that they are caused by Landlord, or (iii) any breach of Tenant's obligations under this Lease, including, but not limited to, Tenant's obligation to discharge or bond off liens pursuant to Section 14.7 below.

11.2 ***Landlord's Indemnity.*** Landlord shall accept responsibility for any claim, loss, or damage to the extent arising from the negligence or willful misconduct of Landlord.

12. **Representations & Warranties.**

12.1 ***Landlord Representations.*** Landlord warrants and represents that: (i) Landlord has full power and authority to lease the Leased Premises to Tenant in accordance with the terms of this Lease; (ii) there are no leases or other rights of use or occupancy encumbering the Leased Premises other than as expressly disclosed herein; (iii) Landlord has received no written notice of any pending or threatened legal actions involving the Leased Premises; (iv) this Lease will not violate any agreement to which Landlord is a party or by which it is bound; (v) Landlord is not a Prohibited Person (as defined in Section 12.3 below); (iv) Landlord and the person executing and delivering this Lease on Landlord's behalf represent and warrant that such person(s) is duly authorized to so act; and (v) Landlord is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Landlord and such person to enter into this Lease has been duly taken.

12.2 ***Tenant Representations.*** Tenant warrants and represents that (i) Tenant has full power and authority to lease the Leased Premises from Landlord in accordance with the terms of this Lease; (ii) this Lease will not violate any agreement to which Tenant is a party or by which it is bound; (iii) Tenant is not a Prohibited Person (as defined in Section 12.3 below); (iv) Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; and (v) Tenant is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the Laws of the state of its organization and the Laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease, and that all action required to authorize Tenant and such person to enter into this Lease has been duly taken.

12.3 **Prohibited Person.** “**Prohibited Person**” shall mean any person, organization, or entity: (i) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (as amended from time to time, the “**Executive Order**”); (ii) owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the so-called PATRIOT Act and the Executive Order; (iv) that commits, threatens, conspires to commit, or supports “terrorism” as defined in the Executive Order; (v) that is named as a “specifically designated national” or “blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of the list or is named on any other U.S. or foreign government or regulatory list maintained for the purpose of preventing terrorism, money laundering, or similar activities; (vi) that is covered by any other Law or executive order relating to the imposition of economic sanctions against any country, region, or individual pursuant to United States law or United Nations resolution; or (vii) that is an affiliate (including any principal, officer, immediate family member, or close associate) of a person or entity described in one or more of clauses (i) through (vi) of this definition of Prohibited Person.

13. **Default and Remedies.**

13.1 **Default by Tenant.** The occurrence of any one or more of the following events (each an “**Event of Default**”) shall constitute a breach of this Lease by Tenant: (i) any failure by Tenant to pay any Rent or other charge required to be paid under this Lease if such failure continues for a period of 30 days after Tenant's receipt of notice thereof from Landlord (Tenant may withhold portions of Additional Rent while the same are being audited or contested in good faith and such shall not be deemed to be an Event of Default); (ii) failure to perform any of the covenants of this Lease, other than the timely payment of Tenant’s monetary obligations hereunder, and failure to cure such failure within 60 days after the giving of written notice thereof by Landlord, provided however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of 60 days, an Event of Default shall not exist as long as Tenant commences with due diligence the curing of such failure or breach within such period of 60 days, and, having so commenced, thereafter prosecutes with diligence and completes the curing of such failure or breach; (iii) filing a voluntary petition in bankruptcy court or filing any similar petition seeking relief under any bankruptcy or insolvency statute or law, or if a proceeding under any bankruptcy or insolvency statute or law shall be filed against Tenant or any asset of Tenant, and such proceeding shall not have been dismissed or vacated within 75 days of the date of such filing; (iv) if Tenant shall make an assignment for the benefit of creditors; (v) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially adversely changed and not corrected by Tenant within 10 business days after written notice from Landlord, except, in each case, as permitted in this Lease; (vi) if Tenant shall abandon the Leased Premises (except that the foregoing shall not constitute an Event of Default if, prior to vacating the Leased Premises, Tenant has made arrangements reasonably acceptable to Landlord to (1) ensure that Tenant’s insurance for the Leased Premises

will not be voided or cancelled with respect to the Leased Premises as a result of such vacancy, (2) ensure that the Leased Premises is secured and not subject to vandalism, and (3) ensure that the Leased Premises will be properly maintained after such vacation); (vii) if Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease; or (viii) if Tenant shall fail to discharge any lien placed upon the Leased Premises in violation of this Lease within 60 days after Tenant receives notice of the filing of any such lien or encumbrance.

13.2 *Landlord's Remedies.* Upon the occurrence of an Event of Default by Tenant, Landlord may, at its option, pursue any one or more of the following remedies without any additional notice or demand:

13.2.1 Landlord may, at its option, initially or at any time thereafter, terminate this Lease by written notice to Tenant, whereupon this Lease shall end. Upon such termination by Landlord, Tenant shall at once peaceably surrender possession of the Leased Premises to Landlord and remove all of Tenant's personal property therefrom, and Landlord may reenter the Leased Premises, repossess such premises, and remove all persons and personal property therefrom. In conjunction with re-entering the Leased Premises, Landlord may at its sole option (and not obligation) take assignment of any contracts, permits, licenses, or other instruments relating to Tenant's Work, and may complete such Tenant's Work at Tenant's expense, subject to the Tenant Allowance in accordance with Section 4.3.

13.2.2 In addition to all other legal and equitable remedies available to Landlord, Landlord shall also have the right to take such actions as reasonably necessary to cure Tenant's default, or in Landlord's reasonable judgment, to protect and secure the Leased Premises and any Improvements thereon without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom.

13.2.3 Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in the preceding Sections. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one (1) or more of its rights in connection with any

subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Leased Premises, or lease of less than the entire Leased Premises to any tenant). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

13.2.4 If Landlord terminates this Lease or Tenant's right to possession, Landlord shall use reasonable efforts to mitigate, which need not exceed such efforts as Landlord or its affiliates generally use to lease other space at properties owned or managed by Landlord or its affiliates.

13.3 ***Default by Landlord.*** In the event of any default by Landlord, Tenant shall provide Landlord written notice specifying such default with particularity. If Landlord does not cure such default within 60 days after written notice, or if such default cannot reasonably be cured within 60 days if Landlord does not commence efforts to cure within such 60 days or does not thereafter diligently pursue same through completion, Tenant may, in addition to any and all other remedies available hereunder or at law or equity, cure such default on Landlord's behalf and Landlord shall reimburse Tenant for its documented, out-of-pocket expenses incurred in doing so within 60 days after written demand. In no event shall Landlord be liable for any indirect, consequential or punitive damages. Nothing contained herein shall relieve Tenant of its obligations under this Section if the destruction or damage is not covered, either in whole or in part, by Tenant's insurance policies.

14. **Additional Material Provisions.**

14.1 ***Assignment & Subletting.*** Tenant shall not assign, sublet or otherwise transfer, whether voluntarily or involuntarily or by operation of law, the Leased Premises or any part thereof without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

14.2 ***Notices.*** Every notice, demand or request (collectively "**Notice**") required hereunder or by law to be given by either party to the other must be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) for Notices given prior to the Commencement Date, email transmission. A Notice sent in accordance with the foregoing

is deemed to be given on the day that such Notice is sent or transmitted, and is deemed to be received on the day such Notice is actually received, on the first attempted delivery or acceptance of delivery is refused, as applicable. Every Notice must be sent, delivered, or emailed (but only if sent prior to the Commencement Date), as applicable, to the intended addressee at the primary address set forth in the Specific Provisions, or to such other address or to the attention of such other Person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall also be sent to the “with copy to” addressees set forth in the Specific Provisions, provided, however, that delivery to such addressees *alone* does not constitute compliance with this Section 14.2.

14.3 Subordination. Provided that Tenant has received a commercially reasonable subordination, non-disturbance agreement, Tenant agrees that this Lease shall be subordinate to any deeds of trust, deeds to secure debt, mortgages or similar financing instruments that may now exist or in the future, may be placed upon the Leased Premises, to any and all advances made or to be made under them, and to the interest on all obligations secured by the Leased Premises, and to all renewals, replacements, and extensions of them; however, for this subordination to be effective, the beneficiary or mortgagee in any deeds or mortgages must first have executed a commercially reasonable subordination, attornment and non-disturbance agreement. Tenant hereby agrees that it approves of, and will execute a commercially reasonable subordination, attornment and non-disturbance. If any beneficiary makes a written election to have this Lease superior to its deed of trust or mortgage and gives notice of its election to Tenant, then this Lease shall be superior to the lien of any applicable deed of trust or mortgage, whether this Lease is dated before or after the deed of trust or mortgage. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant’s obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the Leased Premises or Landlord’s interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise. At the request of such transferee and assumption of Landlord’s obligations as required hereby, Tenant shall attorn to such transferee and shall recognize such transferee as the landlord under this Lease. Tenant agrees that upon any such attornment, such transferee shall not be (a) bound by or required to credit Tenant with any prepayment of the Base Rent or Additional Rent more than thirty (30) days in advance or any deposit, rental security or any other sums deposited with any prior landlord under the Lease (including Landlord) unless said sum is actually received by such transferee, (b) bound by any amendment, modification or termination of this Lease made without the consent of the holder of each mortgage existing as of the date of such amendment, (c) liable for any breach, act or omission of any prior landlord under the Lease (including Landlord) or any damages arising therefrom; (d) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (e) liable for any tenant improvement work to the Leased Premises commenced or agreed to by any prior landlord under the Lease (including Landlord), (f) liable for payment of any damages, fees or penalties payable by any landlord under the Lease (including Landlord) to Tenant, or (g) bound by any obligation which may appear in this Lease to pay any sum of money to Tenant; provided, however, that after succeeding to Landlord’s interest under this Lease, such transferee shall agree to perform in accordance with the terms of this Lease all obligations of Landlord arising after the date of transfer. Within ten (10) days after the request of such transferee, Tenant shall execute, acknowledge and deliver any requisite or appropriate document submitted to Tenant confirming such attornment.

14.4 ***Estoppel Certificates.*** Landlord or Tenant shall at any time and from time to time, upon not less than thirty (30) days' prior written notice from the other, execute and deliver a statement to the requesting party and their designee (i.e., lender, potential purchaser, subtenant, etc.) in writing, in a form reasonably acceptable to the other, certifying to the other that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease has been modified and is in full force and effect as so modified), and the dates to which any Base Rent or Additional Rent and any other charges or payments have been paid in advance, whether the Lease has been assigned and/or the Leased Premises sublet, and any other factual statements typically required of a landlord or tenant (as applicable) in a similar commercial transaction so long as such statements do not modify this Lease or increase Tenant's obligations or liabilities under this Lease; provided, however, that in no event shall Tenant be required to certify that it or the Leased Premises is compliance with any federal, state or local laws, regulations, ordinances or rules. Any statement delivered pursuant to the prior sentence may be relied upon by the requesting party.

14.5 ***Memorandum of Lease.*** Landlord and Tenant agree that this Lease shall not be recorded. Notwithstanding the foregoing, Landlord and Tenant shall execute and deliver and cause to be recorded in the land records of the county where the Leased Premises is located, and at Tenant's cost, a Memorandum of Lease in substantially the form attached hereto as **Exhibit "C"**, indicating the existence of the Lease with respect to the Leased Premises and other matters reasonably requested by the requesting party.

14.6 ***Quiet Enjoyment; Inspection.*** So long as Tenant is not in material default under the terms and conditions of this Lease, Tenant may peaceably and quietly enjoy the Leased Premises during the Lease Term.

14.7 ***Mechanics' or Other Liens.*** If, because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Leased Premises, Tenant shall, at its own expense, cause the same to be discharged of record or (by payment or bonding in accordance with applicable law) within thirty (30) days after the date of filing thereof. Tenant's obligations to discharge or bond off any and all liens filed against the Leased Premises will survive the expiration or earlier termination of this Lease.

14.8 ***Consent/Duty to Act Reasonably.*** Any time the consent of Landlord or Tenant is required under the Lease, the consent shall not be unreasonably withheld, conditioned or delayed, unless a different standard for review or response is specified in the Lease. Whenever the Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations, or make allocations or other determinations, Landlord and Tenant shall act in a commercially reasonable manner and take no action that might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under the Lease. Landlord and Tenant further covenant to take all further actions reasonably requested by the other to effectuate the provisions of this Lease.

14.9 ***Management Agreement.*** Landlord and Tenant agree that Landlord, or a designated affiliate of Landlord (the "***Manager***"), shall provide management services and clinical services to clients served by Tenant at the Leased Premises for the entire Term of this Lease in accordance with the provisions of a separate management agreement (the "***Management***").

Agreement”) to be agreed upon and executed by the parties no later than the first anniversary of the Effective Date. Landlord agrees to cause Manager to deliver an initial draft of the Management Agreement to Tenant no later than sixty (60) days after the Effective Date.² Notwithstanding anything herein to the contrary, the Management Agreement shall provide Tenant with certain rights in the event of material default by the Manager as are expressly described in the Management Agreement for replacement of the Manager. Landlord has the right to approve any Manager appointed by Tenant after the removal or resignation of the initial Manager in accordance with the Management Agreement, which approval should not be unreasonably withheld, conditioned or delayed. Any subsequent Management Agreement or Manager shall remain subject to the terms of this Lease as provided herein.

15. General Conditions.

15.1 ***Cancellation of Previous Agreements.*** This Lease cancels and supersedes, as of the Commencement Date, any lease or other written agreement (including letters of intent) of prior date between the parties or their predecessors in interest on or with reference to the possession of the Leased Premises and covers all the covenants, stipulations, and provisions agreed upon by the parties. No employee, agent, or representative of Tenant has authority to change, modify, or alter the terms of this Lease, except by written instrument executed upon and with the same authority as this Lease, and neither party is or will be bound by any inducement, statement, representation, promise, or agreement not contained in this Lease or as a proper amendment.

15.2 ***Binding Effect.*** This Lease shall not be binding upon Landlord or Tenant until Landlord and Tenant both shall have executed and delivered the Lease.

15.3 ***Interpretation.*** The language in all parts of this Lease shall be construed according to its normal and usual meaning, and not strictly for or against either Landlord or Tenant. If there is any claim of ambiguity in or dispute regarding the meaning of the language of the Lease, Landlord and Tenant shall be deemed to have jointly drafted this Lease and each provision so that the Lease shall not be construed against either party as the drafter. Prior drafts of this Lease or of any disputed provision shall have no effect in construing this Lease or any provision.

15.4 ***Severability.*** Landlord and Tenant covenant and agree that, if any term, covenant, condition, provision, or agreement of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any term, condition, covenant, provisions, or agreement shall not affect any other term, covenant, condition, provision, or agreement in this Lease.

15.5 ***Singular/Plural.*** Whenever the singular is used in this Lease as required by the context, the reference shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word “**person**” shall include corporation, firm or association.

² Timing of Management Agreement to be discussed by parties.

15.6 **Headings.** The marginal headings or titles to the Sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

15.7 **Entire Agreement & No Oral Modification.** This instrument, including all attached exhibits, contains all of the agreements and conditions made between the parties to this Lease and may not be modified orally or in any other manner other than by an agreement in writing signed by Landlord and Tenant or their respective successors in interest.

15.8 **Successors & Assigns.** Subject to the terms and conditions of Section 14.1 above, the terms and provisions of this Lease shall be binding upon and inure to the benefit the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

15.9 **No Third-Party Beneficiaries.** Nothing in this Lease, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Lease on any person (including without limitation any broker, finder, or agent of either party) other than the parties to this Lease and their respective successors and assigns, if any, nor shall any provision in this Lease give any third parties the right of subrogation or action against any party to this Lease.

15.10 **Authority to Execute.** Landlord and Tenant covenant that each individual executing this Lease by and on behalf of the party is a person duly authorized to execute this Lease for that party and bind the party according to the terms of this Lease.

15.11 **Force Majeure.** Neither party shall be required to perform any term, covenant, or condition of this Lease so long as the performance or bargained for benefit under this Lease is delayed or prevented by “**Force Majeure Events**” constituting any acts of God, strike, lockout, material or labor shortage or restriction, civil riot, enemy action, war, acts of terrorism, pandemic, epidemic, civil commotion, moratorium, actions of a Governing Authority, and any other cause not reasonably within the control of the party and which by the exercise of due diligence the party is unable, wholly or in part, to prevent or overcome. The occurrence of a Force Majeure Event will extend day-to-day the relevant date in question but only if, within ten (10) business days after the end of the event causing the delay, the party seeking the delay notices the other party in writing of the nature of the cause for the delay and the actual extension requested. For the avoidance of doubt, the foregoing shall apply to and extend any period of time set forth in this Agreement regarding the Construction Period.

15.12 **Governing Law.** This Lease and all of its provisions shall be construed in accordance with the laws of the state of Ohio. Any legal proceeding relating in any way to this Lease may only be brought in the forum in Lorain County, Ohio.

15.13 **No Waiver.** The waiver by Landlord or Tenant of any violation on the part of the other shall not be construed as a waiver of any subsequent violations.

15.14 **Counterparts.** This Lease and any amendments may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Lease may be detached from any executed counterpart of the Lease without impairing the legal effect of

any signatures and may be attached to another counterpart of the Lease that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

15.15 *Dispute Resolution.*

15.15.1 In the event of any dispute arising out of or relating to this Lease or the breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between the parties. If the dispute is not settled promptly through negotiation, the parties shall submit the dispute to mediation under the then-applicable Mediation Rules of the American Arbitration Association. The parties to the dispute shall share equally the mediator's fees and any administrative fee, but shall otherwise bear their own expenses.

15.15.2 In the event that the parties have been unable to resolve any dispute arising out of or relating to this Lease, or the breach thereof, despite best efforts and good faith by the parties, then either party may seek relief in a court of competent jurisdiction.

15.15.3 LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.

15.16 *Calculation of Time Periods.* Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a day occurring on a Saturday, Sunday or U.S. Federal Reserve Bank holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day. For purposes of calculating additional time periods following such due date, any such extended time period shall thereafter be deemed to have expired on the extended due date, and not the due date of original expiration before taking into account the weekend or legal holiday. As used herein, if a day is to be considered a "calendar day" (any day of the week, month or year) unless otherwise specified as a "business day" (the days between and including Monday to Friday and not including public holidays and weekends).

15.17 *Provisions Constituting Sublease.*

15.17.1 This Lease is subject to and subordinate in all terms and conditions of the Master Lease and to any and all liens, encumbrances and/or other matters to which the Master Lease may be subject and subordinate in accordance with its terms. Tenant shall not commit or permit to be committed on the Leased Premises any act or omission which would violate any term or condition of the Master Lease. Landlord shall cause Master Lessor to obtain a recognition agreement from Master Lessor of this Lease in the form as attached hereto as **Exhibit "D"**.

15.17.2 In the event of the termination of Landlord's interest as "Lessee" under the Master Lease for any reason and Landlord's rights under the Master Lease, either in relation to the Leased Premises or in relation to the Master Lease, then this Lease shall terminate concurrently therewith without any liability of Landlord to Tenant.

15.17.3 Tenant acknowledges and agrees that (a) this Lease is subject to the Master Lease and that Tenant has read the Master Lease and accepts the terms thereof, (b) Tenant will not authorize or execute any act, deed or thing whatsoever or fail to take any such action which will or may cause Landlord to be in violation of any of its obligations under the Master Lease, (c) Tenant shall give to Master Lessor, at the address and otherwise in the manner specified in the Master Lease, a copy of any notice of default by Landlord as the landlord under this Lease at the same time as, and whenever, any such notice of default shall be given by the Tenant to Landlord, (d) to the extent allowed by applicable law Tenant hereby grants to Master Lessor a security interest in all of its right, title and interest in the licenses and the provider agreements and any certificates of need, and in their tangible and intangible personal property, accounts receivables and deposit accounts, subject to the terms of the Master Lease; (e) all of the representations, warranties and covenants given by Landlord to Master Lessor under the Master Lease are hereby made and given by Tenant for the benefit of Master Lessor, its successors and assigns; (f) Tenant and Landlord shall not alter, amend, modify, surrender, cancel or terminate this Lease or assign its/their rights or delegate its/their duties thereunder, without Master Lessor's prior written consent, pursuant to the terms and conditions of the Master Lease; and (g) notwithstanding any provision of this Lease to the contrary, but subject to the terms of the Recognition Agreement, the Tenant agrees that Master Lessor shall not be: (i) liable for any act or omission of the Landlord under this Lease; (ii) subject to any offsets or defenses which the Tenant may have against the Landlord; (iii) bound by any payment of rent or other sums made by the Tenant for any advance period under this Lease for more than one (1) month; (iv) bound by any security deposits which the Tenant might have paid to the Landlord or any other party, or (v) bound by any amendment or modification of this Lease made the Master Lessor's prior written consent, which may be withheld in the sole and absolute discretion of Master Lessor;

15.17.4 In no event shall the Lease Term of this Lease extend beyond the term of the Master Lease.

[Signatures on Next Page(s)]

Landlord and Tenant have duly executed this Lease, to be effective as of the Effective Date.

LANDLORD:

THE NORD CENTER,
an Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged before me by _____, _____, on behalf of the Nord Center, an Ohio nonprofit corporation.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

[Landlord Signature Page to Ground Sublease]

TENANT:

**MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF LORAIN
COUNTY**, a governmental entity

By: _____
Michael K. Doud, Executive Director

STATE OF OHIO)
COUNTY OF LORAIN) SS:

Be it remembered on November ___, 2023, this instrument was acknowledged before me by Michael K. Doud, Executive Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County.

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

[Tenant Signature Page to Ground Sublease]

EXHIBIT "A-1"
TO
GROUND SUBLEASE

(Legal description of Leased Premises)

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, leaving the westerly right of way of South Broadway Avenue, North 89° 24' 11" West, 336.63 feet to an iron pin set in the westerly line of Original Elyria Township Lot No. 1;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 363.99 feet to an iron pin set at the southwest corner of One Park Landing Condominium as recorded in Plat Volume 47, Page 41 of the Lorain County Records;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, along the southeasterly line of One Park Landing Condominium, South 63° 00' 46" East, 328.94 feet to the westerly right of way of South Broadway Avenue, said point being referenced by a 1" iron pipe found, South 63° 00' 46" East, 46.52 feet;

Thence, leaving the southeasterly line of One Park Landing Condominium, along the westerly right of way of South Broadway Avenue, South 12° 28' 40" East, 175.76 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 46.57 feet to the point of beginning.

Containing within said bounds 2.0975 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-067

Legal description reviewed by *gllm*
on 10/4/22 per O.R.C. Section 5713.09

(Depiction of Leased Premises)

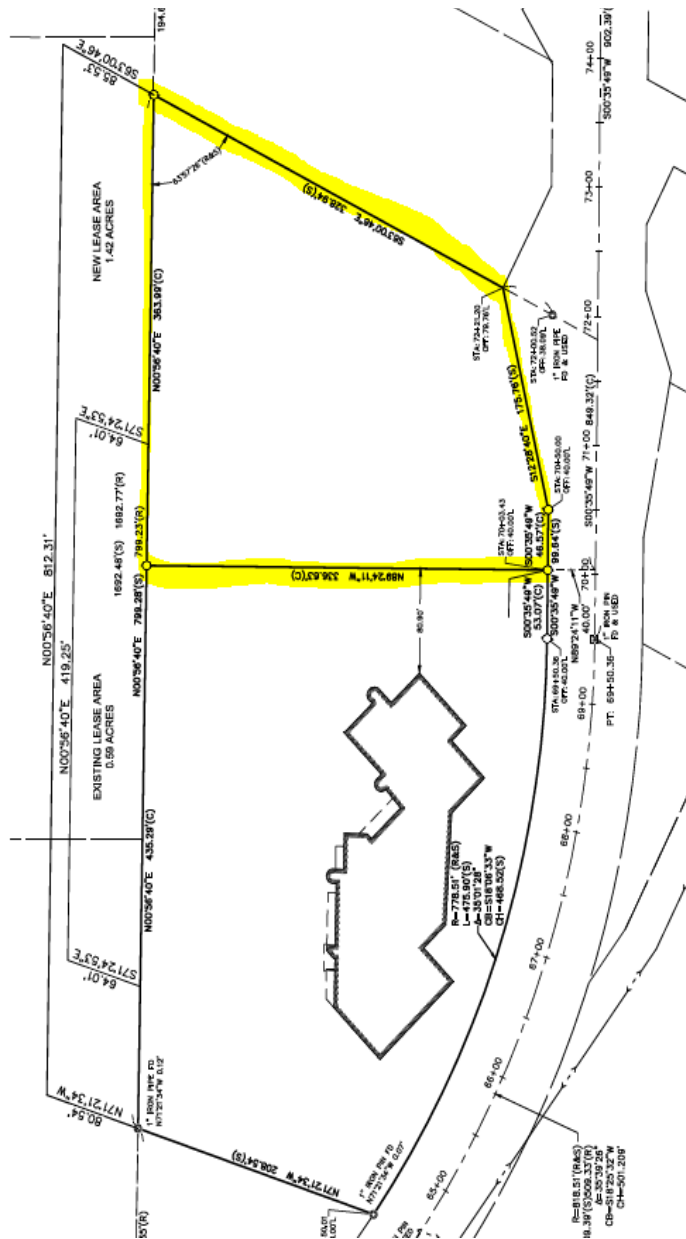


EXHIBIT "A-3"
TO
GROUND SUBLEASE

(Legal description of Adjacent Landlord Property)

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being part of Original Elyria Township Lot No. 1, Newbury Tract. Also being part of the land conveyed to Norcare Enterprises, Inc. as recorded in Instrument No. 2016-0593857 of the Lorain County Records being more definitely described as follows;

Commencing at a 1" iron pin found in a monument box at the intersection of the centerline of Cooper Foster Park Road (85 feet wide) and the centerline of South Broadway Avenue (width varies);

Thence, along the centerline of South Broadway Avenue, South 00° 35' 49" West, 849.32 feet;

Thence, leaving the centerline of South Broadway Avenue, North 89° 24' 11" West, 40.00 feet to an iron pin set in the westerly right of way of South Broadway Avenue and the **True Point of Beginning** for the parcel herein described;

Thence, along the westerly right of way of South Broadway Avenue, South 00° 35' 49" West, 53.07 feet to an iron pin set;

Thence, continuing along the westerly right of way of South Broadway Avenue, along the arc of a curve which deflects to the right, 475.90 feet to an iron pin set at the northeasterly corner of land conveyed to Quality Carz and More LLC as recorded in Instrument No. 2019-0708195 of the Lorain County Records, said curve having a radius of 778.51 feet, a central angle of 35° 01' 28", and a chord of 468.52 feet which bears South 18° 06' 33" West, said point being referenced by a 1" iron pin found North 71° 21' 34" West, 0.07 feet;

Thence, leaving the westerly right of way of South Broadway Avenue, along Quality Carz and More LLC's northerly line, North 71° 21' 34" West, 208.54 feet to the westerly line of Original Elyria Township Lot No. 1, said point being referenced by a 1" iron pipe found North 71° 21' 34" West, 0.12 feet;

Thence, along the westerly line of Original Elyria Township Lot No. 1, North 00° 56' 40" East, 435.29 feet to an iron pin set;

Thence, leaving the westerly line of Original Elyria Township Lot No. 1, South 89° 24' 11" East, 336.63 feet to the point of beginning.

Containing within said bounds 3.2700 acres of land as surveyed by KS Associates, Inc. under the supervision of Trevor A. Bixler, Professional Surveyor, No. 7730 in July 2022.

All iron pins set are 5/8" x 30" capped rebar inscribed "KS ASSOCS INC PROP MARKER".

Bearings are based on the Ohio State Plane, North Zone, NAD83(2011) Grid North.

LORAIN COUNTY TAX DEPT.
P.P. No. 06-21-001-101-068

Legal description reviewed by ally
on 10/4/22 per ORC. Section 5713.09

EXHIBIT "A-4"
TO
GROUND SUBLEASE

(Depiction of Adjacent Landlord Property)

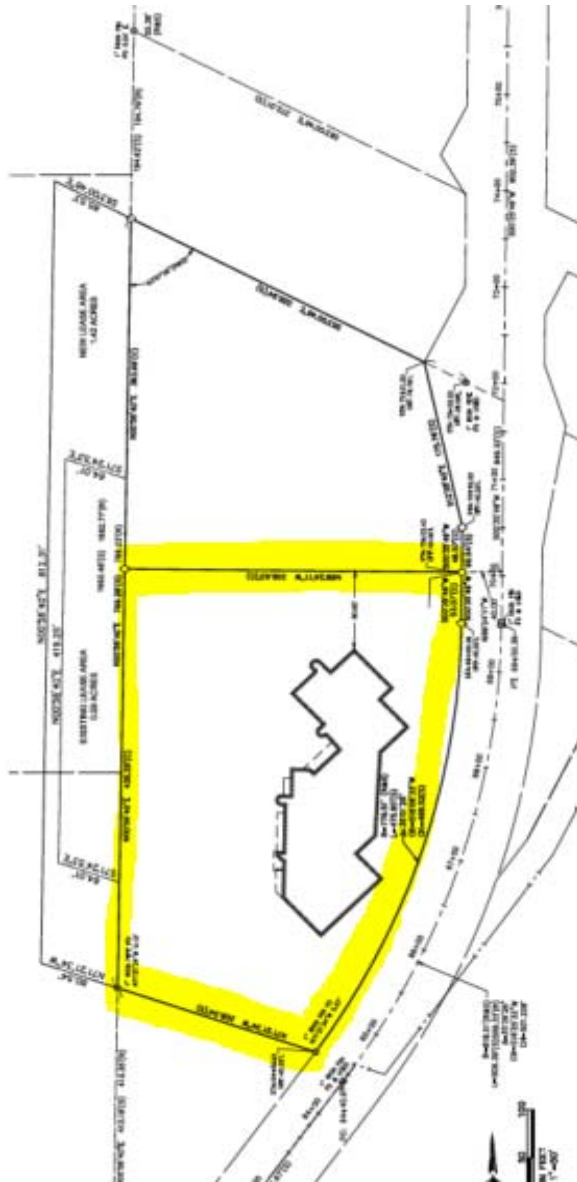


EXHIBIT "B"
TO
GROUND SUBLEASE

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement ("**Agreement**") is entered into by and between THE NORD CENTER ("**Landlord**") and MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY ("**Tenant**") to evidence the commencement date of that certain lease dated _____, 20__ between Landlord and Tenant for property located at _____ (the "**Lease**"). Capitalized terms not defined in this Agreement shall have the meaning set forth in the Lease.

The Lease provides that the Primary Term of the Lease commences on the first day of the first calendar month following the earlier to occur of: (i) the date Tenant opens for business in the Leased Premises; or (ii) the date that is thirty (30) days after the expiration of the Construction Period. The Lease also requires Landlord and Tenant to execute this Agreement evidencing the Commencement Date.

As required by the Lease, Landlord and Tenant agree that the Commencement Date (as so defined in the Lease) is _____, 20__.

The parties have caused this Agreement to be executed as of the respective dates below.

Landlord:

Tenant:

The Nord Center
an Ohio nonprofit corporation

Mental Health and Addiction Recovery
Services Board of Lorain County,
an _____

By: [EXHIBIT ONLY] _____
Name: _____
Title: _____
Date: _____

By: [EXHIBIT ONLY] _____
Name: _____
Title: _____
Date: _____

EXHIBIT "C"
TO
GROUND SUBLEASE

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is entered into by and between MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY, an _____, located at _____ ("**Tenant**"), and THE NORD CENTER, an Ohio nonprofit corporation, located at _____ ("**Landlord**"), to evidence the existence of a commercial lease containing the term described below (as amended from time to time, the "**Lease**") between Landlord and Tenant.

Effective Date: _____, 20____.

Description of Leased Premises: That certain real property located at _____, as legally described on the attached **Exhibit A**.

Commencement Date: _____, 20____.

Primary Term: _____ (____) years and _____ (____) months.

Renewal Options: _____ consecutive terms for up to _____ years each

Preemptive Rights to Purchase or Lease: The Lease grants Tenant the preemptive right to purchase the Leased Premises on certain terms and conditions. The Lease also grants Tenant the preemptive right to lease the Leased Premises after the expiration or termination of the Lease.

Other Terms: _____.

The purpose of this Memorandum is to give record notice of the Lease (copies of which are held by and may be obtained from Landlord and Tenant at their respective addresses stated above) and of the terms and conditions of, and the rights created by the Lease, all of which are confirmed by Landlord and Tenant and incorporated into this Memorandum. The Lease may be amended from time to time, but neither Landlord nor Tenant assumes any responsibility to update this Memorandum to reflect any Lease amendments.

This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date established in their respective acknowledgements.

Landlord:

THE NORD CENTER,
an Ohio nonprofit corporation

By: [EXHIBIT ONLY]

Name:

Title:

STATE OF _____)
COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged before me by _____, _____, on behalf of the Nord Center, an Ohio nonprofit corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

Tenant:

MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF LORAIN
COUNTY,

an _____

By: [EXHIBIT ONLY]

Name:

Title:

STATE OF _____)
COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged before me by Michael Doud, Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

**EXHIBIT “A”
TO
MEMORANDUM OF LEASE**

(Legal Description of Leased Premises)

**EXHIBIT “D”
TO
GROUND SUBLEASE**

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (“Agreement”) entered in as of _____ 2023 (the “Execution Date”) and made effective as of the Effective Date of the Sublease (the “Effective Date”) by and between NORCARE ENTERPRISES, INC. (the “Master Lessor”), THE NORD CENter (“Nord”), and MENTAL HEALTH AND ADDICTION RECOVERY SERVICES BOARD OF LORAIN COUNTY (the “Tenant”).

RECITALS

A. Pursuant to that certain Lease Agreement dated as of **November 1, 2023** (as the same may be amended and modified from time to time, collectively, “Master Lease”) between Master Lessor, as lessor, and Nord, as lessee, leased to Nord that certain real property in Lorain County, Ohio and all rights and appurtenances thereto and improvements thereon (collectively, the “Master Lease Property”), which Property is more particularly described on **Exhibit A** attached hereto and made a part hereof.

B. Pursuant to that certain Ground Sublease dated as of **November 1, 2023** (as the same may be amended and modified from time to time, collectively, the “Sublease”), Nord leased a portion of the Master Lease Property to Tenant (the “Property”), which Property is more particularly described on **Exhibit B** attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Master Lessor, Nord, and Tenant agree as follows:

1. **Representations.** Master Lessor represents to Tenant that, as of the Effective Date: (i) it is the fee simple owner of the Property; (ii) the Master Lease is in full force and effect; and (iii) to Master Lessor’s knowledge, Nord is not in default under the Master Lease, nor has any event occurred which would, after notice to Nord and the passage of time become a default of Nord under the Master Lease.

2. **Consent.** Subject to the terms and conditions of this Agreement, Master Lessor hereby consents to the subleasing of the Property by Nord to Tenant pursuant to the Sublease.

3. **Recognition.** So long as Tenant fully and faithfully performs its obligations in accordance with the terms and provisions of the Sublease, beyond the lapse of any applicable notice and cure periods, Tenant’s right to remain in possession of the Property and to enjoy the Property until the termination or earlier expiration of the Sublease shall remain undisturbed and without interference whatsoever from the Master Lessor. Master Lessor hereby recognizes

Tenant's right to use, possess and enjoy the Property pursuant to the Sublease as being a valid and enforceable right. If Nord defaults under the Master Lease and as a result thereof is no longer entitled to use, possess and enjoy the Property on account thereof or if the Master Lease is terminated for any reason, then, subject to the terms and conditions of this Agreement, Master Lessor shall be substituted for Nord in the Sublease and thereafter, the terms and provisions of the Sublease shall govern and control Tenant's use and occupancy of the Property, and Master Lessor shall assume all of Nord's obligations thereafter arising under, and be entitled to all benefits of Nord provided further, however, that, with respect to the forgoing, nothing shall increase the obligations of Nord under the Master Lease.

4. Notifications. Master Lessor agrees that they shall notify Tenant of any amendment or modification of the Master Lease. Master Lessor also agrees to provide a copy to Tenant of any notice of default sent to Nord under the Mater Lease.

5. Direct Lease/Attornment by Sublessee. Master Lessor acknowledges that if the Master Lease terminates for any reason that is not on account of an event of default thereunder caused by Tenant, so long as there does not then exist an Event of Default (as defined in the Sublease) under the Sublease, Tenant shall not be made a party in any removal or eviction action or proceeding, nor shall Tenant be evicted or removed of its possession of the Premises and, subject to the terms of Section 3 above, the Sublease shall then become a direct lease between Master Lessor and Tenant in accordance with its terms without the necessity of executing any further instrument. In such event, Tenant shall attorn to Master Lessor, and, subject to the terms of Section 3 above, Master Lessor shall be substituted in the place of Nord in the Sublease.

6. Notice: Every notice, demand or request (collectively "Notice") required hereunder or by law to be given by either party to the other must be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) for Notices given prior to the Commencement Date of the Sublease, email transmission. A Notice sent in accordance with the foregoing is deemed to be given on the day that such Notice is sent or transmitted, and is deemed to be received on the day such Notice is actually received, on the first attempted delivery or acceptance of delivery is refused, as applicable. Every Notice must be sent, delivered, or emailed (but only if sent prior to the Commencement Date of the Sublease), as applicable, to the intended addressee at the addresses set forth below, or to such other address or to the attention of such other Person as the addressee shall have designated by written notice sent in accordance herewith. Notices shall also be sent to the "with copy to" addressees set forth in below, provided, however, that delivery to such addressees *alone* does not constitute compliance with this Section 6.

Master Lessor Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With a copy to: Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Nord Notice Address: 6140 S. Broadway
Lorain, Ohio 44503
Attn: Don Schiffbauer
Email: DSchiffbauer@nordcenter.org

With a copy to: Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: David E. Schweighoefer
Telephone: 216-583-7278
Email: dschweighoefer@ulmer.com

Tenant Notice Address: 1173 North Ridge Road East
Lorain, Ohio 44055
Attn: Michael Doud
Telephone: (440) 787-2078
Email: mdoud@mharslc.org

With a copy to: The Lorain County Prosecutor's Office
Lorain County Justice Center
225 Court Street, Third Floor
Lorain, Ohio 44033
Attn: Daniel F. Petticord
Telephone: (440) 329-5389
Email: dan.petticord@lcprosecutor.org

7. Miscellaneous.

(a) No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

(c) This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Agreement may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

MASTER LESSOR:

NORCARE ENTERPRISES, INC.,
an Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged before me by _____, _____, on behalf of the Norcare Enterprises, Inc., an Ohio nonprofit corporation.

NOTARY PUBLIC

COMMISSION EXPIRATION: _____

[Master Lessor Signature Page to Recognition Agreement]

NORD:

THE NORD CENTER,
an Ohio nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS:

Be it remembered on _____, 2023, this instrument was acknowledged
before me by _____, _____, on behalf of the Nord Center, an Ohio
nonprofit corporation.

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

[Nord Signature Page to Recognition Agreement]

TENANT:

**MENTAL HEALTH AND ADDICTION
RECOVERY SERVICES BOARD OF LORAIN
COUNTY**, a governmental entity

By: _____
Michael K. Doud, Executive Director

STATE OF OHIO)
COUNTY OF LORAIN) SS:

Be it remembered on November ___, 2023, this instrument was acknowledged before me by Michael K. Doud, Executive Director, on behalf of Mental Health and Addiction Recovery Services Board of Lorain County.

NOTARY PUBLIC
COMMISSION EXPIRATION: _____

[Tenant Signature Page to Recognition]



Hill International, Inc.
9100 South Hills Blvd
Suite 230
Broadview Heights, OH 44147
Tel: 440-550-4500
www.hillintl.com

November 1, 2023

Michael Doud
Executive Director
MHARS Board of Lorain County
1173 North Ridge Road
Lorain, OH 44055

**Subject: Lorain County Crisis Receiving Center
General Contractor Award Recommendation**

Dear Mr. Doud:

On October 10, 2023 bids were opened for the General Contractor on the above referenced project. Six bids were received, and those bids have been summarized on the attached bid tabulation. The apparent low bidder is **Panzica Construction Company** of Mayfield Village, OH. Panzica's bid is summarized as follows:

Base Bid	\$13,855,044.00
Alternate 1 – Call Center Build-Out	\$104,599.00
Alternate 2 – Rooms 15, 16 Build-Out	\$91,005.00
Alternate C – Additional Paving	\$79,500.00
Total	\$14,130,148.00

Panzica's bid was \$2,786,724.00 or 16.5% below the published estimate of \$16,916,872.00. In accordance with the Bid Documents and Lorain County requirements, award should be made to the lowest responsive and responsible bidders, so Hill has performed an analysis of Panzica's bid to determine if it was responsive and if Panzica is a responsible bidder.

A responsive bid would be one which is complete and contains no material defects, which would be irregularities or deviations from the bid specifications that would affect the amount of the bid or otherwise give the bidder a competitive advantage.

**DELIVERING THE
INFRASTRUCTURE
OF CHANGE**

Regarding Panzica's bid, Hill has reviewed the documents that Panzica provided with their bid, as well as supplemental clarifying information provided on October 18, 2023, October 24, 2023, October 31, 2023, and November 1, 2023, and finds them to be responsive. Specifically:

1. Panzica's bid was submitted to the correct location before the bid deadline.
2. Panzica provided a complete and signed proposal form with all Addendum properly acknowledged.
3. Panzica's bid has no written exceptions or clarifications.
4. Panzica's bid and clarifying supplemental information includes all required information.
5. Panzica has provided a bid guarantee as required by Ohio Revised Code (ORC) 153.54.
6. Panzica has provided affidavits from vendors in the Ohio EDGE program indicating participation of \$833,890 or 5.9% of their bid which exceeds the ORC 340.13 required goal of 5% for this project.

The evaluation of the responsibility of the bidder is outlined in ORC 9.312, which provides the following factors:

1. The experience of the bidder.
2. The bidder's financial condition.
3. The bidder's conduct and performance on previous contracts.
4. The bidder's facilities and management skills.
5. The bidder's ability to execute the contract properly.

In addition, ORC 9.312 allows public agencies to adopt resolutions or ordinances that provide other specific criteria to utilize when evaluating the responsiveness of a bidder. Lorain County had adopted such a resolution in the form of Resolution 15-283 which was adopted on May 6, 2015. The bid documents contain two questionnaires that each bidder is required to complete to demonstrate their compliance with Resolution 15-283. A copy of Panzica's completed questionnaire including supplemental information provided on October 18, 2023, October 24, 2023, October 31, 2023, and November 1, 2023, is attached. Please note that Panzica did provide certified financial information as required, but it is not included as it is considered confidential and not a public record under ORC 9.312 and 149.43. It is available for review upon request.

There are two items on Panzica's questionnaire that we would like to point out. The first is a request for Panzica to demonstrate via its example projects an ability to self-perform 30% of the contract value. The example projects Panzica provided show between 18% and 20% self performance. In supplemental information, Panzica clarified that its self-performance percentage can be influenced by specific specialty items that may be included in a project that it cannot self-perform, as well as its ability to obtain lower pricing from subcontractors than its own internal self-performing trades. Panzica also provided additional project examples that have a higher self-performance of 27% and 31%. It is Hill's opinion that Panzica has adequately demonstrated its ability to self-perform on the project as required which will ensure adequate stake from their own trades in the project's success.

The second is the fact that Panzica did not certify that they would provide 20% non-Caucasian and 15% women as a part of their workforce for the project. Panzica provided supplemental information showing recent project examples that averaged 19.2 % non-Caucasian and 4.95% women in the project workforce. They provided additional clarification that they do not feel the specified goal is achievable due to the make-up of the available workforce, particularly regarding the availability of women. They documented their efforts to continue to provide a good-faith effort to diversify their workforce. It should be noted that Resolution 15-283 specifically allows this diversity goal to be reduced if a good-faith effort is demonstrated. It would be Hill's recommendation that Panzica's documentation be accepted if they continue to demonstrate a good-faith effort to diversify their workforce throughout the project.

After a full review of Panzica's documentation, it is Hill's opinion that Panzica is a responsible bidder and has the experience, financial condition, previous experience, facilities, and management skills to be able to properly execute the project. We have also attached a letter from Perspectus Architecture making a recommendation to award to Panzica.

As a result, it is Hill's recommendation that Panzica Construction Company be declared the lowest responsive and responsible bidder and be awarded the Lorain County Crisis Receiving Center Project in the amount of \$14, 130,148.00.

If you have any questions, please don't hesitate to contact me at (330) 968-8398 or toddcooper@hillintl.com.

Sincerely,

A handwritten signature in blue ink that reads "Todd Cooper". The signature is fluid and cursive, with the first and last names clearly legible.

Todd P. Cooper, P.E, CCM, LEED AP
First Vice President and Deputy Regional Manager

Published Estimate Base:	\$ 16,751,912.00
Published Estimate w/ Alternates:	\$ 16,916,872.00

Lorain County Crisis Receiving Center

Bidding Contractor						
Bidding Contractor	Panzica	Coates	Midcon	Dunlop Johnson	Infinity	AM Higley
Bids (Item 3)						
Base Bid - Labor	\$ 6,511,871.00	\$ 5,517,601.00	\$ -	\$ 5,568,385.30	\$ 8,331,000.00	\$ 6,352,200.00
Base Bid - Material	\$ 7,343,173.00	\$ 8,531,000.00	\$ -	\$ 8,352,578.70	\$ 5,554,000.00	\$ 7,763,800.00

Construction Total	\$ 13,855,044.00	\$ 14,048,601.00	\$ 15,525,000.00	\$ 13,920,964.00	\$ 13,885,000.00	\$ 14,116,000.00
---------------------------	------------------	------------------	------------------	------------------	------------------	------------------

Variance to Estimate	\$ (2,896,868.00)	\$ (2,703,311.00)	\$ (1,226,912.00)	\$ (2,830,948.00)	\$ (2,866,912.00)	\$ (2,635,912.00)
-----------------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

Alt 1 - Call Center - Labor	\$ 49,162.00	\$ 38,648.00	\$ -	\$ 39,502.00	\$ 51,600.00	\$ 45,270.00
Alt 1 - Call Center - Material	\$ 55,437.00	\$ 57,971.00	\$ -	\$ 59,252.00	\$ 34,400.00	\$ 55,330.00
Alternate 1 - Total	\$ 104,599.00	\$ 96,619.00	\$ 100,000.00	\$ 98,754.00	\$ 86,000.00	\$ 100,600.00
Alt 2 - Rms 15,16 - Labor	\$ 42,777.00	\$ 36,858.00	\$ -	\$ 32,658.00	\$ 57,600.00	\$ 36,855.00
Alt 2 - Rms 15,16 - Material	\$ 48,228.00	\$ 55,286.00	\$ -	\$ 48,988.00	\$ 38,400.00	\$ 45,045.00
Alternate 2 - Total	\$ 91,005.00	\$ 92,144.00	\$ 105,000.00	\$ 81,646.00	\$ 96,000.00	\$ 81,900.00
Alt C - Paving - Labor	\$ 34,185.00	\$ 42,943.00	\$ -	\$ 32,040.00	\$ 66,000.00	\$ 35,460.00
Alt C - Paving - Material	\$ 45,315.00	\$ 64,414.00	\$ -	\$ 48,060.00	\$ 44,000.00	\$ 43,340.00
Alternate C - Total	\$ 79,500.00	\$ 107,357.00	\$ 96,000.00	\$ 80,100.00	\$ 110,000.00	\$ 78,800.00

TOTAL WITH ALTERNATES	\$ 14,130,148.00	\$ 14,344,721.00	\$ 15,826,000.00	\$ 14,181,464.00	\$ 14,177,000.00	\$ 14,377,300.00
------------------------------	------------------	------------------	------------------	------------------	------------------	------------------

Variance to Estimate	\$ (2,786,724.00)	\$ (2,572,151.00)	\$ (1,090,872.00)	\$ (2,735,408.00)	\$ (2,739,872.00)	\$ (2,539,572.00)
-----------------------------	-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

October 25, 2023

Todd Cooper
Deputy Regional Manager, Mid-Atlantic
First Vice President, Ohio and Western Pennsylvania Operations
Hill International
18000 Horizon Way
Suite 200
Mt. Laurel, NJ 08054

Subject: Lorain County Crisis and Receiving Center
6130 S Broadway, Lorain, Ohio 44053

Dear Mr. Cooper:

We have reviewed the bids for the Lorain County Crisis and Receiving Center project, as well as the information supplied by the bidders relating to their firms and capabilities.

We recommend accepting the low bid from Panzica Construction.

Sincerely,



W John Walkosak, AIA
Senior Project Director

RESPONSIBLE BIDDER INFORMATION

Company Name Panzica Construction Company

Address 739 Beta Drive Mayfield Village, Ohio 44143

Telephone Number 440-442-4300

Fax Number 440-442-4179

E-Mail Address mpanzica@panzica.com

Federal Tax I.D. 34-1019762

How long at this address? 17 Years

Previous address if less than two years at the above address

TYPE OF OWNERSHIP

☐ Sole Proprietor

Please submit copies of certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Partnership

Date of Partnership Agreement

Name of Partners

Address

% of Partnership

Please submit copies of: Partnership Agreement, certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☒ Corporation

Stockholders Name

Address

of Shares

Will be Made Available Upon Request.

Board of Directors

<u>Name</u>	<u>Address</u>	<u># of Shares</u>
-------------	----------------	--------------------

Executive Officers

<u>Name</u>	<u>Address</u>	<u># of Shares</u>
-------------	----------------	--------------------

Mark I. Panzica, President		
David Panzica, Vice President / Secretary		
Anthony M. Panzica, CEO/Treasurer		

Date of Incorporation 1967	State of Incorporation Ohio
Number of Authorized Shares	Number of Issued Shares

Please submit copies of certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Joint Venture

<u>Name</u>	<u>Address</u>	<u>Percent</u>
-------------	----------------	----------------

Please submit copies of Joint Venture Agreement (include how each partner is to participate in the management and performance of the work, percentages, project number and location) certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

BUSINESS HISTORY

Number of years in engaged as a contractor in the construction industry 67 Years

Have you conducted business under another name? ☐ Yes ☒ No

If yes, complete the following:

Company Name

Address

Telephone

Federal Tax ID

Trade

MANAGEMENT INFORMATION

List the names of each person who performs the following function:

Bookkeeping/Accounting Jim Pintner, Controller

Estimating Ken Flesse, Chief Estimator

Banking/Check Signing Mark Panzica, President and Jim Pintner, Controller

Taxes Jim Pintner, Controller

EXPERIENCE

List projects your company worked on of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a minimum of thirty percent (30%) on a dollar cost basis of the project with its own forces.

<u>Project Name</u> <u>& Location</u>	<u>Contact Person</u> <u>& Phone #</u>	<u>Contract Amount</u>	<u>% of work performed</u> <u>By own forces</u>
Brooklyn City Center	Mayor Ron Van Kirk (216)-635-4221	\$23.7 Million	\$4,805,304.00
Cleveland Museum of Natural History	Mike Pisanelli 216-619-1700	\$47.8 Million	\$10,135,774.00
Cleveland Foundation	Rosanne Potter 216-861-381	\$24.5 Million	\$4,406,076.00

For each project listed, **please attach documentation** regarding: timeliness of performance, quality of work, extension requests, fines and penalties imposed and payment thereof, liens filed, history of claims for extra work, and contract defaults, if any.

Attach a list your company's recent experience record in the construction industry, including the original contract price for each construction job undertaken, the amount of any change orders or cost overruns, and the company's record for complying with and meeting completion deadlines on construction projects.

Within the previous five years, was this company ever determined by a public entity not to be a responsible bidder? ☐ Yes ☒ No

If yes, state the reasons given by the public entity

Please attach documentation of company's financial responsibility to procure insurance and acceptable performance bonds required for the project.

List any claims made against performance bonds secured by company on other projects:

<u>Project Name</u>	<u>Amount of Claim</u>	<u>Date of Claim</u>
None		

List any suspensions or revocations of any professional license of any director, officer, owner or managerial employee.

<u>Name</u>	<u>Type of License</u>	<u>Date of Suspension</u>
None		

List any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the company in the same three-year period together with a description and explanation of remediation or other steps taken regarding such violations and notice of violation.

<u>Date of Violation</u>	<u>Description/Explanation</u>
None	

List any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or national origin and/or violations of an employees civil or labor rights or equal employment opportunities.

<u>Date of Violation</u>	<u>Description/Explanation</u>
None	

List any litigation and/or judgments in which you or your company has been named as a defendant or third party defendant involving a claim for personal injury or wrongful death arising from performance of work related to any project within the previous five years.

Date of Judgment

Description/Explanation

None

List any allegations of violation of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.

Date of Violation

Description/Explanation

None

List any violations of the workers compensation law.

Date of Violation

Description/Explanation

None

List any criminal convictions or criminal indictments involving you, your company, its officers, directors, owners and/or managerial employees, within the past five years.

Date of Conviction/

Indictment

Name and Title

Conviction/Indictment

None

List any violations within the past five years or pending charges concerning federal, state or municipal environmental and/or health laws, codes, rules and/or regulations.

Date of Violation

Description/Explanation

None

☒ Yes, company provides health insurance in compliance with the Patient Protection and Affordable Care Act to its employees.

Provide identity of permanent workforce that will be employed on the public contract. Include number of employees (or contract labor) to be assigned to the contract, their city and state of residence and the job description or trade specialties. This information can be prepared separately and attached to this document for submittal.

Identify any temporary workforce that will be employed on the public contract to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence and their job description or trade specialties. This information can be prepared separately and attached to this document for submittal.

☒ Yes, company participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.

☐ No, company does not participate in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United State Department of Labor.

Company has adopted and implemented a comprehensive drug and alcohol testing program for its employees. ☒ Yes ☐ No

Company's employees are OSHA-10 and/or OSHA-30 certified. ☒ Yes ☐ No

I hereby acknowledge that the foregoing information is true and correct to the best of my knowledge, information and belief and that failure to provide complete, truthful and accurate information may be grounds for immediate disqualification of any bid or proposal.

Signature

Mark Panzica, President

Typed name and title

PANZICA CONSTRUCTION COMPANY
739 BLTA DR. MAYFIELD VILLAGE, OH 44143
Company Name and Address

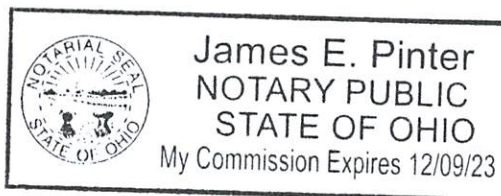
STATE OF OHIO
COUNTY OF LORAIN

Before me, a Notary Public for the State of _____, appeared the above named _____, who acknowledged that they/he/she signed the foregoing instrument and that their signing was there/his/her free act and acknowledges the above statements are true.

In testimony whereof, I have hereto subscribed my name and affixed my seal this 10th day of

October, 2023

Notary Public, State of OHIO
Commission Expires





LORAIN COUNTY CRISIS CENTER
MENTAL HEALTH, ADDICTION & RECOVERY SERVICES BOARD OF LORAIN COUNTY



GENERAL TRADE CONTRACT PROPOSAL
Submitted: October 10, 2023

FIRM PROFILE



Panzica Construction Company, a Corporation, was founded in 1956 and ranks as one of the top Construction Management, Design-Build & Owner's Representative firms in the Northeast Ohio area. Based in Cuyahoga County, Panzica has an extensive knowledge of the local markets, materials, and labor which is a key asset when it comes to meeting quality, timing, and budget standards.



Construction Management

Collaboration and preplanning are key considerations for exceptional construction management services and are built into Panzica's methodologies. Our processes are designed to give you a single point of accountability and ensure that safety, quality, sustainability, fiscal responsibility, and engagement are included from the start.



Design-Build

Panzica's Design-Build contracting incorporates both the design and construction processes, offering full team integration for your project. Our services are built to accommodate your needs and offer a great degree of flexibility, especially in the opportunity to evaluate options and their impact on safety, cost, and schedule during preconstruction.



General Contracting

Panzica builds public and private sector projects every day for general construction engagements. We house top talent with tenured experience and a robust depth of services with the delivery flexibility to meet any construction need, large or small.

67

Years in
Business

2

Office
Locations

95

Full-Time
Employees

150

Million Annual
Revenue



Local owned and operated
since 1956!
Panzica Construction is based
in Cuyahoga County:

Panzica Construction Company is a Corporation, licensed to operate in the State of Ohio. (Corp. ID# 34-1019762)
Cleveland Contractor License Registration #RENEWCR19042202
Panzica Construction is also licensed to operate in the State of Florida. (Florida License #CGC1524840)

PROUD MEMBERS OF:

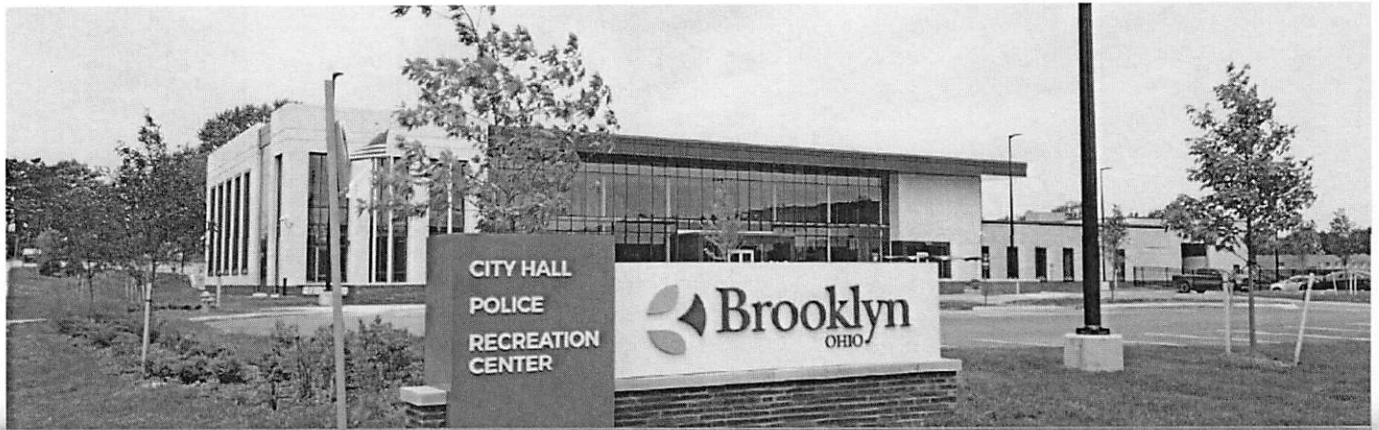


BUILD OHIO.ORG



Lorain County Crisis Center

SIMILAR EXPERIENCE



CITY OF BROOKLYN POLICE FACILITY/CITY CENTER

The new combined City Center building centralizes the City's existing civic campus creating a combined Police Station and City Hall adjacent to the City's Recreation Center. The new facility includes areas for City Hall, Council & Mayors Court, Police Station, Vehicle Garage, Jail, Animal Warden Facility, and Building Support.

LOCATION

Brooklyn, OH

SERVICES PROVIDED

Construction Management

SIZE

56,000 SF

CONSTRUCTION VALUE

\$23.7 million

COMPLETION DATE

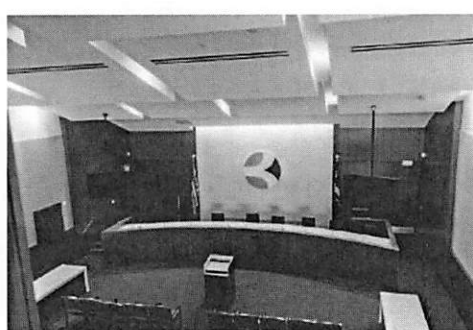
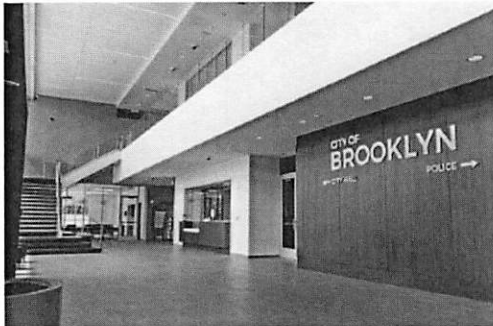
2023

ARCHITECT

Bowen Architecture

CLIENT CONTACT

Mayor Ron VanKirk
(216) 635-4221



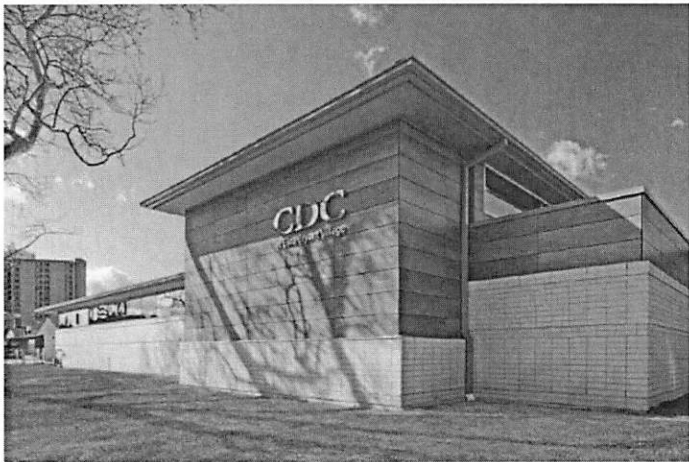
SIMILAR EXPERIENCE



CENTERS FOR DIALYSIS CARE

NEW CONSTRUCTION & RENOVATION OF MULTIPLE LOCATIONS

Panzica Construction has partnered with the Centers for Dialysis Care for both new construction and the interior renovation of multiple existing centers. The projects have included new dialysis care stations, nursing stations, waiting and reception areas, restrooms, and exterior façade alterations.



LOCATION

Cleveland, OH

SERVICES PROVIDED

Construction Management

SIZE

Various

CONSTRUCTION VALUE

Various

COMPLETION DATE

2011-2022

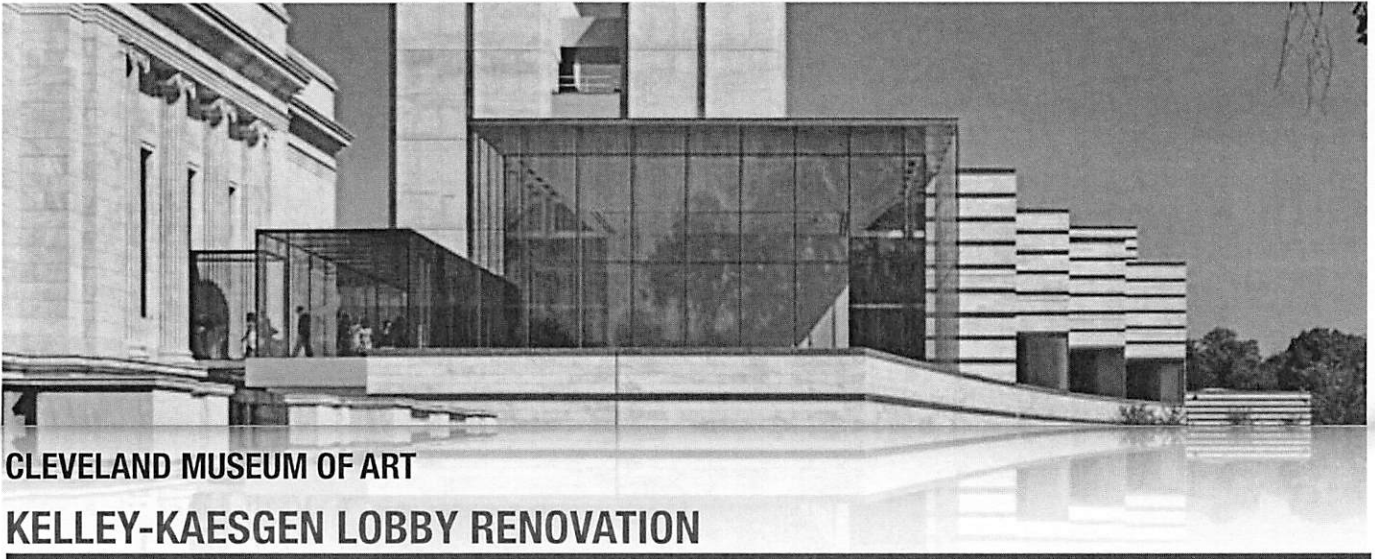
ARCHITECT

Various

CLIENT CONTACT

Cheryl Winterich (216) 658-0457

SIMILAR EXPERIENCE



CLEVELAND MUSEUM OF ART

KELLEY-KAESGEN LOBBY RENOVATION

Panzica Construction is underway on the Cleveland Museum of Art renovation of the existing Bruer Lobby, including restoring existing coffer ceilings and granite flooring to their luster. Work will occur on the main entrance lobby of the first floor and entrance from parking garage basement level of the museum simultaneously while keeping the flow of visitors continuing through the project.

LOCATION

Cleveland, OH

SERVICES PROVIDED

Construction Management

SIZE

18,000 SF

CONSTRUCTION VALUE

\$4.4 M

COMPLETION DATE

2024

ARCHITECT

DLR Architects

CLIENT CONTACT

Mike Mirwald (440) 417-2552





PROPOSAL CONTACT INFORMATION:

MAUREEN WESTROPP

MWESTROPP@PANZICA.COM

PHONE: 440-449-4102

FAX: 440-442-4179





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

October 24, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

Below are the responses to the items that need to be addressed:

Experience- Projects don't demonstrate 30% self-performance:

The projects that we provided, were recently completed projects that met the criteria of the size, complexity, with higher contract amounts. The two main factors of why these projects did not meet the 30% self-performance requirements are:

1. Each project the owner required that all scopes of work require a minimum of 3 (three) responsive bidders for each scope of work. Panzica Construction bid out all the scopes of work as required but was not the successful lowest bidder for all the scopes of work we would self-perform. Our bid tab response sheet for the Lorain County Crisis indicates we were not the lowest bidder for the CFMF, Metal Studs, Drywall and Interior Ceiling on this project.
2. Each of the listed projects had scopes of work or building elements that increased the cost of the projects which need to be performed by certified installers for those scopes of work.
 - a. Brooklyn City Center had jail detention equipment, security ceilings, detention security system and controls.
 - b. The Cleveland Museum of Natural History the project had delegated design of a very expressive and intricate building envelope, which included GFRC and FRP panels. It also included custom acoustical plaster.
 - c. The Cleveland Foundation utilized an integrated mass timber and structural steel frame.

Two projects we are currently working on are, The Streetsboro Community Center and The Cuyahoga County Public Library Brooklyn Branch, Panzica Construction was low bidder for multiply scopes of work and will be self-performing 34.1% to 27.8% of each project.

Experience – Documentation of referenced project missing:

See Attached Spread Sheet "Panzica Project Experience"

Experience – No list of company's recent experience is provided with supporting documentation requested:

See Attached Spread Sheet "Panzica Recent Experience"



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

Panzica Workforce Identification:

Panzica's Permanent Workforce that will be working on the project:

Direct Management Team:

Project Superintendent	Pete Klepek	North Ridgeville, OH
VP / Senior PM	Chris Montgomery	Valley City, OH
Project Manager	Danielle James	North Royalton, OH
Project Engineer	Emily Halidi	Chesterland, OH

Project Administration Support:

QAQC Manager	Ron Payto	Brecksville, OH
Controller	Jim Pintner	Avon Lake, OH
Project Estimator	Ryan Hamilton	Grafton, OH
General Filed Superintendent	Mike Picciano	Mentor, OH
Safety Manger	Dave Baker	Brookpark, OH

Panzica's Temporary Field Workforce:

Carpentry Project Manger	Pat Conochan	Chagrin Falls, OH
Carpenter	Seth Bittner	Elyria, OH
Carpenter	Brandon Frier	Amherst, OH
Carpenter	Wolfgang Loos	Columbia Station, OH
Carpenter	Larry Resko	Lagrange, OH

Additional workforce required for self-performed work will be hired from the Local Carpenters' and Labors' Unions Hall. Panzica Construction will seek new worker employment opportunities from Lorain County sources before seeking outside the area.



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer



Lorain County
Lorain County Crisis Receiving Center
6140 S. Broadway
Lorain, Ohio
October 24, 2023



Panzica Referenced Project Documentation

	Project Name	Original Contract Price	Change Orders	Costs Overruns	Substantial Completion Date On time (Yes/No)	Final Completion Date On time (Yes/No)	Extension Requests	Reason/s for Completions Dates that were not achieved.	Fines and Penlaties	Liens Filed	Contract Default	Quality of Work
	Brooklyn City Center	\$ 23,791,985	\$ 1,416,990	\$ -	No	No	Yes	Supply chain delays in the in production and delivery of the Permanent Generator Over (24 months Lead Time from Covid)	No	No	No	PCC QAQC Program was engaged from the start of the project for the Building Envelope and Interior finishes
	Cleveland Museum of Natural History	\$ 47,832,504	\$ 15,209,463	\$ -	Yes	Yes	No		No	No	No	PCC QAQC Program was engaged at the SD Document to manage the Building Envelope, Delegate Design (GFRC, metal panels, glass curtain wall) and Interior Finishes
	Cleveland Foundation	\$ 26,750,563	\$ 199,756	\$ -	Yes	Yes	No		No	No	No	PCC QAQC Program was engaged from the start of the project for the Building Envelope and Interior finishes

Lorain County
Lorain County Crisis Receiving Center
6140 S. Broadway
Lorain, Ohio
October 24, 2023



Panzica Recent Experience

	Project Name	Original Contract Price	Change Orders	Costs Overruns	Substantial Completion Date On time (Yes/No)	Final Completion Date On time (Yes/No)	Reason/s for Completions Dates that were not achieved.
	Brooklyn City Center	\$ 23,791,985	\$ 1,416,990	\$ -	No	No	Supply chain delays in the in production and delivery of the Permanent Generator Over (24 months Lead Time from Covid)
	Cleveland Museum of Natural History	\$ 47,832,504	\$ 15,209,463	\$ -	Yes	Yes	
	Cleveland Foundation	\$ 26,750,563	\$ 199,756	\$ -	Yes	Yes	
	FlexJet World Headquarters	\$ 22,667,995	\$ 8,398,631	\$ -	Yes	Yes	
	Beacon ASC	\$ 14,119,730	\$ 291,055	\$ -	Yes	Yes	
	Intro	\$ 101,888,827	\$ 9,701,297	\$ -	Yes	Yes	
	East Tech Culinary Program Kitchen	\$ 4,327,288	\$ 30,201	\$ -	Yes	Yes	
	Lincoln Electric Electronics Renovation	\$ 888,351	\$ 4,536	\$ -	Yes	yes	
	Cleveland Metroparks Zoo Tropical	\$ 7,691,623	\$ 205,943	\$ -	Yes	Yes	
	Cuyahog County Public Library Brooklyn Branch	\$ 15,177,753	\$ 140,218	\$ -	On Track		In Progress
	Gilmour Academy Tudor House / Commons	\$ 10,626,260	\$ 58,820	\$ -	On Track		In Progress
	Cleveland Public Library MLK Branch	\$ 14,486,867	\$ 1,203,784	\$ -	On Track		In Progress
	Streetsboro Community Center	\$ 3,258,877	\$ 146,286	\$ -	On Track		In Progress

**ADDITIONAL RESPONSIBLE BIDDER REQUIREMENTS
FOR CONTRACTS GREATER THAN \$250,000.00**

Check each box that applies.

- ☒ Company acknowledges that it will pay wages and benefits to workers assigned directly to the Project that total, equal or exceed the prevailing wages for comparable jobs as established by the Department of Commerce, Bureau of Wage and Hour, for the State of Ohio, inclusive of insurance and other paid benefits. Administration personnel, office personnel and supervisory personnel shall not be considered "workers";
- ☒ Company employees' wages and benefits are paid in accordance with the above paragraph and that said wages are reported to the Internal Revenue Service by way of a W-2 form and not a 1099 form;
- ☒ Company has available to its employees, health insurance compliant with the Patient Protection and Affordable Care Act;
- ☒ Company has in place a substance abuse program which includes periodic testing at least once every 12 months, and a treatment program for those employees who test positive for banned or illegal substance.
- ☒ Company's employees who are assigned to perform work on the Project have successfully completed a bona fide, OSHA approved safety program and that employees assigned to perform skilled trades work have completed or are currently enrolled in a bona fide, state approved training or apprenticeship program.
- ☐ Twenty percent (20%) of the workers directly assigned to the Project are non-Caucasian (Black, Hispanic, Asian, American Indian, etc.) and that at least fifteen percent (15%) of the workers directly assigned to the Project are female. For purposes of this paragraph, a worker may be counted to meet more than one requirement (e.g., Hispanic female).

The County reserves the right to grant relief from the requirement above, provided that the contractor has demonstrated to the County that it has made a good faith effort to comply based on objective, written criteria established by the County from time to time.

I hereby acknowledge that the foregoing information is true and correct to the best of my knowledge, information and belief and that failure to provide complete, truthful and accurate information may be grounds for immediate disqualification of any bid or proposal.

Signature

Mark Panzica, President
Typed name and title

Panzica Construction Company
739 Beta Drive Mayfield Village, Oh 44143
Company Name and Address

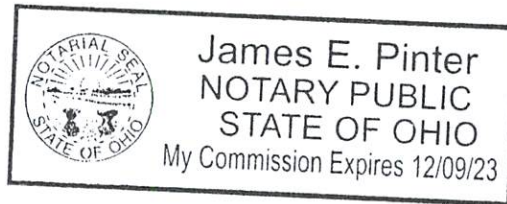
STATE OF OHIO
COUNTY OF LORAIN

Before me, a Notary Public for the State of ohio, appeared the above named MARK PANZICA, who acknowledged that they/he/she signed the foregoing instrument and that their signing was there/his/her free act and acknowledges the above statements are true.

In testimony whereof, I have hereto subscribed my name and affixed my seal this 10th day of October, 2023.

James E. Pinter

Notary Public, State of OHIO
Commission Expires





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

October 18, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

Panzica Construction will make every effort to meet the work force goals as stated in the "Responsible Bidder Requirements", on this project. The reason the box is not checked is the Diverse Labor Force in our marketplace is tight, especially the Female Workforce. Below is workforce achieved results on recent projects we have completed.

• Cleveland Foundation Headquarters	Minority 21%	Female 6%
• Intro	Minority 18.18%	Female 4.3%
• Euclid Grande	Minority 18.4%	Female 4.53%

Panzica Construction's best efforts to maximize the Work Force Participation will start with us working with the subcontractors on the project. Our contract agreement with all contractors on the project will state and outline the efforts that Contractor must make to find and employ a Diversified Workforce. We will also provide the tools to confirm their efforts and track their workforce participation. Next Panzica Construction and the Project Contractors will work with the Local Construction Unions to contact Minority and Female skilled construction tradesman for employment on this project. Lastly as a company Panzica Construction has been working with ACE Mentoring Program (High School Students with a focus on High School Seniors) and CLE Builds to provide opportunities to our young adults and especially minority and female young adults to join the skilled trades and professional pursuits with a diverse work force for this project (after graduation) and future projects.

Sincerely
Ken Flesse



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

October 31, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

The "Additional Responsible Bidder Requirements", which we have been asked to respond too. Please see Panzica Construction response and highlights of our Safety Program.

Panzica Construction has a Safety Program and a Dedicated Safety Director. The Safety Director, Project Superintendent and Key Trade Forman will have completed the OSHA 30-hour course as part of our Safety Program. The skilled tradesmen working on the site will have completed their required safety training as part of their apprentice training program to graduate to a Journeyman.

The Site-Specific Safety Plan Includes but is not limited to the following points:

- Written plan which covers typical safety items and OSHA codes sections, and site specific non-typical items which can be encountered on the specific site.
- Emergency procedures, local information for Hospital, Fire and Police, and Emergency Evacuation Plan.
- Fire Prevention program and "Hot Work Permit".
- First Day Safety Orientation Meeting for each Contractor.
- Daily Job Hazardous Analysis Forms.
- Weekly Contractors' Meeting. First point of business is to review project safety and any corrective measures that have been acted upon or need to be acted upon.
- Weekly Toolbox Talks.
- Worker safety violations, notifications, corrective measures, or termination program.
- Monthly training topics for Superintendents and Skilled Tradesmen.

Panzica Construction requires all Subcontractors on the project to submit information for our qualification program. One of the items for evaluation is the Subcontractors EMR rating. The EMR rating is an industry standard the evaluation of a company's past performance safety record. Additionally, we require that all Contractors submit their Site-Specific Safety Plan to Panzica Construction. Panzica Construction Safety Director and Project Superintendent during construction will review these safety plans with the subcontractor to make sure the subcontractor is following their plan.

Sincerely
Ken Flesse



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

November 1, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

In response too: *that employees assigned to perform skilled trades work have completed or are currently enrolled in a bona fide, state approved training or apprenticeship program.*

Panzica Construction will contract with Union Contractors for the Performance of the work on this project. The Union Contractors are able to comply with the safety requirements and approved apprenticeship training programs.

We have attached an updated Subcontractors List noting the Union Contractors that will be performing work on this project.

Sincerely
Ken Flesse



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer



Subcontractors

Legend	Concrete	Masonry	Steel
Denotes Union	Phoenix Cement Contracting, LLC	The Metropolitan Builders Inc.	Lake Building Products Ltd
Contractor	440-243-5575	440-835-5252	216-486-1500
Material Supplier	55 Lou Groza Blvd	835 Canterbury Rd	1361 Chardon Rd
	Berea, OH 44017	Westlake, OH 44145	Euclid, OH 44117

Carpentry	Millwork/Casework	Waterproofing	Air and Vapor Barrier
Panzica Construction	Vivo Brothers, Inc	R.M.D. Company, LLC	Spectrum Insulation, Inc.
739 Beta Dr	330-629-8686	330-722-5639	216-383-9800
Cleveland, OH 44143	1387 Columbiana- Lisbon Rd	6254 Wooster Pike Rd	1380 East 170th St
	Columbiana, OH 44408	Medina, OH 44256	Cleveland, OH 44110
	OR		
	Wood Concepts		
	216-579-0500		
	2401 Train Ave		
	Cleveland, OH 44113		

Metal Panels	Roofing	Applied Fireproofing	Doors/Frames/Hardware
Brookpark Design Builders	Wilham Roofing Co. Inc.	Akron Fireproofing Inc.	Functional Building Supply
440-237-8440	440-238-3080	330-745-1133	216-587-4666
9664 Akins Rd Unit B	20501 Albion Rd	534 Wingerter St	18598 Cranwood Pkwy
North Royalton, OH 44133	Strongsville, OH 44149	Akron, OH 44314	Warrensville Hts, OH 44128
OR			
Kalkreuth Roofing and Sheet Metal			
304-232-8540			
53-14th St, Ste 100			
Wheeling, WV 26003			
OR			
The Ritenour Group			
330-425-3232			
2066 Case Pkwy S			
Twinsburg, OH 44087			

Coiling Counter Doors	Automatic Entrance	Glass and Glazing	Drywall/Acoustical Ceiling
Advanced Door Co.	Clark Anthony Construction LLC	Crystal Clear	Rocky Ridge Construction
216-883-2424	234-207-0631	330-273-0095	419-496-3639
5260 Commerce Pkwy West	1220 Kelly Ave	5844 Myrtle Hill Rd	5670 Cleveland Rd
Parma, OH 44130	Akron, OH 44306	Valley City, OH 44280	Wooster, OH 44691
Ceramic Tile	Carpet and Resilient	Resinous Flooring	Painting
Corcoran Tile & Marble, Inc.	Patella Carpet Tile	Centaur Contracting LLC	Popowski Paint & Paper
216-898-9920	330-758-4099	330-657-2347	440-653-5096
1250 E Schaaf Rd	6620 Market St	1518 SR 303	32860 Pin Oak Pkwy
Brooklyn Hts, OH 44131	Boardman, OH 44512	Peninsula, OH 44264	Avon Lake, OH 44012

Wall and Door Protection	Elevator	Fire Protection	Plumbing
Popowski Paint & Paper	Otis Elevator Company	Bassett Sprinkler	Wilkes Plumbing Heating
440-653-5096	216-217-8341	216-476-2500	419-433-2325
32860 Pin Oak Pkwy	9800 Rockside Rd, Ste 1200	4250 West 130th Street	205 Sprowl Rd
Avon Lake, OH 44012	Cleveland, OH 44125	Cleveland, OH 44135	Huron, OH 44839
		OR	
		S.A.Comunale	
		330-706-3040	
		2900 Newpark Drive	
		Barberton, OH 44203	

Lorain County Crisis



Subcontractors

HVAC	Electrical	Earthwork / Utilities	Asphalt Paving
Castle Heating & Air	Contemporary Electric, Inc	Chieftain Trucking & Excavating	Premier Asphalt Paving Co.
216-696-3940	440-975-9965	216-485-8034	440-237-6600
4944 Commerece Parkway	38150 Strumbly Place	3926 Valley Rd	10519 Royalton Rd
Warrensville Hgts, OH 44128	Willoughby, OH 44094	Cleveland, OH 44109	North Royalton, OH 44133
OR			OR
Sodexo			Infinity Paving
330-519-7461			440-946-6960
3847 Crum RD			50 E Highland Rd
Youngstown, OH 44515			Northfield Ctr, OH 44067

count				
Name	Asset Group	Manufacturer	Model	Description
Air Compressor	Compressors	Ingersoll-Rand	P185DWJD	Tow behind compressor
Air Compressor	Compressors	Ingersoll-Rand	P185DWJD	Tow behind compressor
Golf Cart	Equipment	E-Z-GO	Golf Cart	Golf cart
Golf Cart	Equipment	E-Z-GO	Golf Cart	Golf cart
Skid Steer	Equipment	John Deere	328	Skid steer loader
Skid Steer	Equipment	John Deere	328	Skid steer loader
Skid Steer	Equipment	John Deere	320	Skid steer loader
Skid Steer	Equipment	John Deere	320	Skid steer loader
Skid Steer	Equipment	John Deere	250	Skid steer loader
	Timber Saws	Prazi USA	PR-7000	12" beam cutter attachment
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Saws	Bosch	1365	Corded 14" Electric cut off saw
	Saws	Stihl	TS 420	14" gas cut off saw
	Blowers	Echo	PB-250LN	Gas handheld blower
	Generators	Yamaha	EF2000iS	1600 watt gas inverter generator
	Generators	Yamaha	EF2000iS	1600 watt gas inverter generator
	Surveying	Dietzen	6170	Theodolite
	Surveying	Topcon	AT-G6	Automatic level
	Lasers	Spectra Precision	Laserplane 500C	Dual grade laser level
	Surveying	Dietzen	6181	Uni site level
	Saws	Milwaukee	6460	Corded 10 1/4" circular saw
	Surveying	Topcon	AT-F6	Automatic level
	Lasers	Spectra Precision	LL500	Self leveling laser
	Surveying	Nikon	NE-20S	Theodolite
	Surveying	David White	TR-300	Transit
	Dispensers	Hilti	HDE 500-A22	Battery-powered hybrid/epoxy adhesive anchor dispenser
	Surveying	Sokkia	C3-2	Automatic level
	Surveying	Topcon	AT-F6	Automatic level
	Surveying	Nikon	NE-20H	Theodolite
	Lasers	Topcon	RL-H3CL	Rotating laser level
	Lasers	Topcon	RL-H4C	Rotating laser level
	Generators	Honda	EB 6500X	6500 watt gas generator
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Generators	Honda	EB 6500X	6500 watt gas generator
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Lawn and Garden	Ariens	938024	21" snow blower
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
Jigsaw	Saws	Bosch	1587 AVS	Corded jig saw
	Generators	Generac	G0076761	8000 watt gas generator
	Generators	Generac	G0076761	8000 watt gas generator
	Saws	Makita	JV 0600	Corded jig saw
4.5" Grinder	Grinders	Hitachi	G 12SR4	4.5 " grinder

	Saws	Bosch	1587 AVS	Corded jig saw
	Lawn and Garden	Cub Cadet	11A-A92J710	Lawn Mower
4.5" Grinder	Grinders	Dewalt	D28402	4.5" angle grinder
Hammer Drill	Drills	Hitachi	D13VF	Corded 1/2" variable speed drill
	Trash Pumps	Tsurumi	Trash Pump	2" trash pump
7" Grinder	Grinders	Dewalt	DW474	7" angle grinder
	Saws	Echo	CS-3510	Gas chain saw
	Saws	Dewalt	DW746	10" table saw
Sawzall	Saws	Milwaukee	Sawzall	Corded reciprocating saw
4.5 Grinder	Grinders	Dewalt	DWE402	4.5" angle grinder
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
4.5" Grinder	Grinders	Dewalt	D28402	4.5" angle grinder
Sawzall	Saws	Milwaukee	Sawzall	Corded reciprocating saw
	Saws	Dewalt	DWE74911	Table saw with stand
	Blowers	Echo	PB-755ST	Backpack blower
Sawzall	Saws	Milwaukee	Sawzall	Corded reciprocating saw
	Lawn and Garden	Yard Machines	12A-A1BA729	Lawn mower
Sander	Sanders	Dewalt	DW Sander	Large Dewalt Sander model number starts with DW. Can't see SN on
	Pipe Stands	Piping Tools	Stand	V-head pipe stand
	Water Coolers	Oasis	Water Cooler	Water cooler
	Saws	Stihl	TS 400	Gas cut off saw
Sander	Sanders	Porter Cable	7335	Corded 5" orbital sander
9" angle grinder	Grinders	Metabo	W24-230 MVT	4.5 HP 9" angle grinder
	Carts/Dollies	Franklin	Hand Truck	2-wheeler hand truck dolly
7 1/4 circular saw	Saws	Makita	5007F	Corded 7 1/4" circular saw
Sander	Sanders	Milwaukee	Heavy Duty Sander	Heavy Duty 9" sander corded
Sander	Sanders	Bosch	B9600	Heavy Duty corded 9" sander
	Vacuums	Ridgid	HD12000	Wet and dry shop vac
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Nailers/Staplers	Senco	SFN40	Pneumatic 15 gauge finish nailer
	Meters/Testers	Fluke	62 Max	Thermometer
	Sanders	Ryobi	DS1200	Corded detail sander
	Grinders	Dewalt	DWE4559N	Corded 9" angle grinder
Laptop	Laptops	Dell	Latitude 7490	Laptop computer
	Blowers	Echo	PB-755ST	Backpack blower
sander	Sanders	Bosch	R0S20VS	Corded 5" orbital sander
7" angle grinder	Grinders	Makita	GA 7021	7" corded angle grinder
	Grinders	Metabo	WEV 15-12S HT	Corded 5" angle grinder
Palm Sander	Sanders	Dewalt	D26441	Corded orbital sander
	Laptops	Dell	Latitude 7490	Laptop computer
9" angle grinder	Grinders	Bosch	0601 322	9" corded angle grinder
	Saws	Dewalt	DCS369	Cordless 20V reciprocating saw
	Meters/Testers	Flir	MR160	Moisture imaging meter
Laptop	Ungrouped	Dell		
	Meters/Testers	General	MM1E	Moisture meter

Miter Saw	Saws	Dewalt	DWS716	12" miter saw
Air nailer	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Direct Fastening	Hilti	DX350	Powder actuated gun
Chop Saw	Saws	Dewalt	D28715	14" chop saw.
Air nailer	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Direct Fastening	Hilti	DX350	Powder actuated gun
	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Hammer Drills	Hilti	TE 76P	Corded SDS max demolition hammer
Miter Saw	Saws	Delta	Miter Saw	10" Miter saw
	Saws	Milwaukee	6390-20	Corded adjustable handle 7 1/4" circular saw
Stapler	Nailers/Staplers	Metabo	N5008AC	Pneumatic crown stapler
	Hammer Drills	Hilti	TE76-ATC	Corded SDS max demolition hammer
	Ladders	Werner	8' Step Ladder (Orange)	8' step ladder
	Ladders	Werner	10' Step Ladder (Orange)	10' step ladder
stapler	Nailers/Staplers	Paslode	A080T	Pneumatic framing nailer
Miter Saw	Saws	Dewalt	DW705	Miter Saw
	Ladders	Gorilla Ladders	Multi-Positional	22' multi position ladder
iPhone	Mobile Phones	Apple	Iphone 14	Apple iphone
Miter Saw	Saws	Black & Decker	Power Miter Saw	Miter saw
12" Miter Saw	Saws	Dewalt	DW706	12" Miter Saw
stapler	Nailers/Staplers	Senco		
Miter Saw	Saws	Makita	LS1030	Miter Saw
Stapler	Nailers/Staplers	Metabo	N 5008AC2	Pneumatic crown stapler
stapler	Nailers/Staplers	Senco	SLP 20	Pneumatic 18 gauge brad nailer
stapler	Nailers/Staplers	Senco	SLP 20	Pneumatic 18 gauge brad nailer
TV 4K - 65"	TVs	Vizio	V655-J09	Television
	Ladders	Werner	6' Step Ladder (Orange)	6' step ladder
	Ladders	Werner	6' Step Ladder (Orange)	6' step ladder
	Ladders	Werner	6' Step Ladder (Orange)	6' step ladder
	Ladders	Werner	6' Step Ladder (Blue)	6' step ladder
Core Rig	Core Rigs	Hilti	DD 150-U Core drill	Versatile diamond drilling tool for handheld or rig-based coring up to 1
	Nailers/Staplers	Senco	FinishPro 25XP	Pneumatic brad nailer
	Ladders	Louisville	6' Step Ladder (Orange)	6' step ladder
	Ladders	Gorilla Ladders	13' Multi Position	13' multi position ladder
	Ladders	Louisville	12' Step Ladder (Orange)	12' step ladder
***change both 12' to red	Ladders	Werner	12' Step Ladder (Orange)	12' step ladder
Nailer	Nailers/Staplers	Senco	SFN 40	Pneumatic 15 gauge finish nailer
	Ladders	Louisville	10' Step Ladder (Orange)	10' step ladder
Core Rig Stand	Core Rigs	Hilti	DD-ST 150-U	Drill stands for Hilti DD 150-U coring machines
	Ladders	Louisville	10' Step Ladder (Red)	10' step ladder
Air Compressor	Compressors	Dewalt	MK246	4 gallon electric compressor
	Ladders	Werner	14' Step Ladder (Orange)	14' step ladder
Air Compressor	Compressors	Dewalt	MK246	4 gallon electric compressor
	Ladders	Werner	8' Step Ladder (Orange)	8' step ladder

Air Compressor	Compressors	Dewalt	MK246	4 gallon electric compressor
	Ladders	Werner	40' Extension Ladder (Orange)	40' extension ladder
	Ladders	Werner	24' Extension Ladder	24' extension ladder
Conf Room	Ungrouped	Triger	Speed S SV2	
Conf Room	Core Rigs	Hilti	DD VP-U	Vacuum pumps for fastening diamond drilling systems without nee
Drill stand vacuum pump	Compressors	Senco	MK 200	4 gallon air compressor
Air Compressor	Fall Protection	DBI Sala	3504450	50' self retracting lifeline
	Nailers/Staplers	Dewalt	DWHT75021	Corded 5-in-1 nailer/stapler
Tacker	Core Rigs	Hilti	DWP 10	Water pump for core rig
Hand water pump	Heat Guns	Milwaukee		
Heat Gun	Fall Protection	Guardian	54' Retractable	54' leading edge retractable lifeline
	Fall Protection	Guardian	54' Retractable	54' leading edge retractable lifeline
	Vacuums	Hilti	VC 40-UL Universal vacuum cleaner	Universal wet and dry vacuum cleaner with automatic filter cleanin
Vacuum	Fall Protection	DBI Sala	Retractable	Retractable lifeline
	Planers	Bosch	1594	Corded 3 1/4" planer
Planer	Compressors	Husky	C603H	60 gallon air compressor
	Compressors	Husky	C603H	60 gallon air compressor
	Compressors	Husky	C603H	60 gallon air compressor
15" Miter saw	Saws	Hitachi	C 15FB	15" Miter Saw
	Fans	TPI Corp	SFSIS-750S	30" fan
	Fans	TPI Corp	SFSIS-750S	30" fan
	Fans	TPI Corp	SFSIS-750S	30" fan
	Fans	TPI Corp	SFSIS-750S	30" fan
Palm Router	Routers	Bosch	PR20EVS	Corded palm router
	Fans	TPI Corp	Fan	Pedestal fan
	Fans	TPI Corp	Fan	Pedestal fan
	Ladders	Cuprum	10' Step Ladder (Red)	10' step ladder
Planer	Routers	Bosch	B1450	Corded plunge router
Right Angle Drill	Drills	Dewalt	DW124	1/2 " Right Angle drill
	Lawn and Garden	Sweepster		Walk behind sweeper
Rotary Tool	Multi-Tools	Dremel	8220	Cordless 12V rotary tool
	Drills	Senco	DS300-AC	Corded stand up collated screw gun
Hinge Template	Door Jamb Kits	Bosch	83003 kit	Hinge template kit
Planer	Planers	Ryobi	HPL51	Corded 3 1/4" planer
	Nailers/Staplers	Ramset	TF1100	Gas actuated drywall track fastening nailer
Door & Jamba Hinge	Door Jamb Kits	Bosch	Door & Jamb kit	Template kit for door & hinge
Planer	Planers	Ryobi	HPL52	Corded 3 1/4" planer
	Drills	Milwaukee	1001-1	Corded right angle drill
	Fans	TPI Corp	SFSIS-750S	30" fan
	Mobile Phones	Apple	Iphone 14	Apple iphone
	Vacuums	Ridgid	WD12701	Wet and dry shop vac
	Compactors	Wacker Neuson	WP1550A	Walk behind plate packer
	Compactors	Wacker Neuson	WP1550A	Walk behind plate packer
	Ventilation	Ramfan	UB20	Confined space blower
	Lawn and Garden	Ariens	921032	30" snow blower

Bulldog	Lawn and Garden	Toro	38473	18" snow blower
	Saws	Target	Floor Saw	Walk behind concrete saw
	Compactors	Wacker Neuson	BS50-2	Jumping jack
	Fans	Master	MHD-42-BDF-C	42" belt drive barrel fan
	Fans	Master	MHD-42-BDF-C	42" belt drive barrel fan
	Fans	Commercial Electric	BF24TFC	24" drum fan
	Fans	Commercial Electric	BF24TFC	24" drum fan
	Carts/Dollies	Adapa	Board Cart	Drywall cart
	Carts/Dollies	Unspecified	Board Cart	Drywall board cart
	Carts/Dollies	Unspecified	Board Cart	Drywall board cart
	Vacuums	Ridgid	HD12000	Wet and dry shop vac
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
	Vacuums	Eureka	NEU180	House floor vac
	Vacuums	Bissell	2488	House floor vac
	Drills	Dewalt	DCD991	Cordless 20V 1/2" drill
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Saws	Dewalt	DCS334	cordless 20v jigsaw
	Saws	Dewalt	DCS334	cordless 20v jigsaw
	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Dispensers	Melif	NL-237	Cordless 18V hot glue gun
	Nailers/Staplers	Everwin	FSN160	Pneumatic strip framing nailer 4"- 6 1/4"
	Saws	Dewalt	DCS570	Cordless 20V 7 1/4" circular saw
	Compressors	Emqlo	Compressor	Portable air compressor
	Drills	Dewalt	DW130V	Corded 1/2" VSR drill
	Drills	Dewalt	DCD709	Cordless 20V 1/2" hammer drill/drill driver
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Grinders	Makita	GA710A	Corded 7" angle grinder
	Stands	Workess	Roller Stand	Roller support stand
	Hammer Drills	Bosch	11255VSR	Corded SDS plus bulldog hammer drill
	Direct Fastening	Hilti	DX 36 M	Powder actuated gun
	Compressors	Campbell Hausfeld	HL540100	8 gallon air compressor
	Submersible Pumps	Unspecified	Submersible Pump	Corded sump pump
	Breakers	Bosch	0611304034	Corded jackhammer
	Carts/Dollies	Unspecified	Board Cart	Drywall board cart
	Saws	Dewalt	Dcs384	Cordless 20v porta band
	Saws	Dewalt	Dcs384	Cordless 20v porta band
	Hammer Drills	Dewalt	DCH133	Cordless 20V SDS plus hammer drill
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
	Saws	Dewalt	DCS570	Cordless 20V 7 1/4" circular saw
	Saws	Dewalt	DCS391	Cordless 20V circular saw
	Impacts	Dewalt	DCF894	Cordless 20V 1/2" impact wrench
	Carts/Dollies	Milwaukee Truck	Dolly	2-wheel hand truck
	Saws	Dewalt	DCS575	Cordless 20V 7 1/4" circular saw

	Saws	Dewalt	DCS331	Cordless 20V jig saw
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Drills	Dewalt	DCD996	Cordless 20V 1/2" hammer drill/driver
	Impacts	Dewalt	DCF885	Cordless 20V 1/4" impact driver
	Grinders	Dewalt	DCG418	Cordless 20V 6" grinder
	Hammer Drills	Dewalt	DCH273	Cordless 20V SDS plus hammer drill
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Drills	Milwaukee	1660-1	Corded 1/2" hole shooter drill
	Saws	Milwaukee	6509-1	Corded reciprocating saw
	Batteries	Dewalt	6.0AH Flexvolt Battery	20V and 60V 6.0AH battery
	Submersible Pumps	Everbilt	Sump Pump	Corded sump pump
	Submersible Pumps	Everbilt	Sump Pump	Corded sump pump
	Fall Protection	DBI Sala	1084513	20' self retracting lifeline
	Saws	Dewalt	DCCS670	Cordless 20V and 60V chainsaw
	Fall Protection	3M	3100425	11' retractable lifeline
	Fall Protection	DBI Sala	3504433	20' self retracting lifeline
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Drills	Dewalt	DCD999	Cordless 20V 1/2" hammer drill/drill driver
	Grinders	Dewalt	DCG414	Cordless 20V 6" grinder
	Fans	Commercial Electric	BF24TFC	24" drum fan
House Vacuum	Vacuums	Sanitaire	SC679K	
	Hammer Drills	Hilti	UH 700 Hammer drill	Corded two-speed, high-torque hammer drill driver for universal us
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
	Ungrouped	Dewalt		Cordless hammer drill
	Ungrouped	Dewalt	DFWXM05	
	Rotary Tools	Hilti	TE 70-ATC/AVR Rotary hammer	Very powerful SDS Max (TE-Y) rotary hammer for heavy-duty concre
	Grinders	Dewalt	DWE402	4.5" angle grinder
	Ungrouped	Bosch		Bosch bulldog extreme
	Saws	Milwaukee	Sawzall	Corded reciprocating saw
	Ungrouped	Milwaukee		Milwaukee 7 1/4 circular saw
Upright Vacuum	Vacuums	Sanitaire	sc679	
Upright Vacuum	Vacuums	Sanitaire	SC679J	
Upright Vacuum	Vacuums	Sanitaire	SC679K	
	Blowers	Echo	PB-755ST	Backpack blower
	Ungrouped			Glass suction plates
	Ungrouped			Glass suction cups
	Ungrouped			Glass suction cups
	Ungrouped			Glass suction cups
hammer drill cordless	Drills	Bosch	type 3611 J00 R10	2batteries and a charger
Ipad Pro	Ungrouped	Apple	Ipad Pro 4	

	Ungrouped	Metabo	S88V2	Sander
	Hammer Drills	Dewalt	DCH133	Cordless 20V SDS plus hammer drill
	Saws	Dewalt	DCS331	Cordless 20V jig saw
	Ungrouped	Dewalt	DCD985	Poor condition
	Ungrouped	Skilsaw	7510	3"x18" belt sander
	Ungrouped	Kreg	Track saw	Saw and tracks are listed together .
	Ungrouped	Dewalt	DCS361	Cordless sliding compound miter saw
	Ungrouped	D-73529 Schwab.Gmund	FMM250Q	Fein multi tool
	Ungrouped	Ryobi	A25RT03	Router Table
	Ungrouped	Ryobi	R163G	Ryobi router. It goes with the table.
	Ungrouped	Dewalt	DWE7485	
De Walt laser	Ungrouped	Dewalt	DW088LR	
DeWalt multi tool	Ungrouped	Dewalt	DCS356TY1	
	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Ungrouped	Dewalt		
	Ungrouped	Dewalt		
	Ungrouped	Dewalt	DWHTTR130LH	
	Ungrouped	Ramset	TF1200	
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Ungrouped	Dewalt	DCS573	20volt cordless circular saw
	Ungrouped	Dewalt	DCD999 TY1	
	Ungrouped	Porter Cable	352VS	Variable speed 3"x21" belt sander
Heat gun cordless	Ungrouped	Dewalt	DCE530	
	Ungrouped	Apple	Ipad 6 Gen	Ipad wifi 128 space grey
	Meters/Testers	BW by Honeywell	GasAlert Micro Clip XL	4 gas air monitor. Detects gas that are present in the airOxygen Con
23ga Micro Pinner	Nailers/Staplers	Senco	FinishPro 23SXP	1/2" to 1-3/8" 23ga pins
Sds Plus Brushless Hammer Drill	Ungrouped	Dewalt	DCH133B	Cordless
Chalk Line Laser	Ungrouped	Dewalt	DW088	chalk line laser, red
	Ungrouped	Apple	Ipad Pro 4	
Glass Suction Cup	Ungrouped	Wood's Power Grip	G0695	Glass Suction Cup. There are 2, keep them together.
	Ungrouped	Wood's Power Grip	G0695	Glass Suction Cup. There are 2, keep them together.
Cordless sander	Ungrouped	Dewalt	DCW210	
Palm sander	Ungrouped	Hitachi	SV13YB	
Network Rolling Rack	Ungrouped	StarTech	Rolling Rack	
	Ungrouped	StarTech	Rolling Rack	
	Ungrouped	StarTech	Rolling Rack	
Rolling TV stand	Ungrouped	Miscellaneous	Rolling TV stand	
	Ungrouped	Miscellaneous	Rolling TV stand	
HP Deskto MFC	Ungrouped	HP	Laserjet MFP M477fnw	
	Network	Ubiquiti - Unifi	UDM Pro	Network dream machine
	Ungrouped	Ubiquiti - Unifi	Switch 16 - 150w	
	Ungrouped	Ubiquiti - Unifi	AP AC Pro	
	Ungrouped	CyberPower	PR500LCDRT1U	
DeWalt 3 spot laser	Lasers	Dewalt	DW08302CG	small laser Bob. straight up and down.
	Lasers	Dewalt	DW08302CG	small laser Bob. straight up and down.

15ga angled Finish Nailer	Nailers/Staplers	Dewalt	DCN650	15ga angled finish nailer
	Nailers/Staplers	Dewalt	DCN650	15ga angled finish nailer
Pressure Washer	Pressure Washer	Generac	0059950	3300 PSI Generac Pressure Washer. The ID tag is on the lower rear t
18ga Brad Nailer	Nailers/Staplers	Bostitch	BTFP12233	18ga Brad Nailer Nail range 5/8" - 2-1/8"
solid Surface Sander	Sanders	Festool	ETS 125 REQ	Solid Surface Sander5" velcro discs
compound miter saw	Saws	Dewalt	DWS779	12" compound miter saw with slide arm
Panel Mover	Ungrouped	Panel Mover	Panel Mover	Panel Movers
Panel Mover	Ungrouped	Panel Mover	Panel Mover	Panel Movers
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
18ga Brad Nailer	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Drills	Dewalt	DC759	1/2 inch cordless drill/driver
	Ungrouped	Dewalt	DC825	
1/4" cordless impact drill				
Dream machine	Network equipment	UniFi switch12-24	UDM Pro	Network dream machine
Network Equipment	Network	Ubiquiti - Unifi	Switch 16 - 150w	
Network equipment	Ungrouped	Ubiquiti - Unifi	Switch 16 - 150w	
Network equipment	Ungrouped	Ubiquiti - Unifi	Bulldog xtreme	
Hammer drill	Drills	Bosch	WEV 15-125 HT	Corded 5" angle grinder
6 inch grinder	Grinders	Metabo	VAC140A	
Hepa vac	Vacuums	Bosch	DCS356	
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
	Saws	Dewalt	DCF620	
Drywall screwgun	Ungrouped	Dewalt	DCD796	Cordless 20V hammer drill/drill driver
	Drills	Dewalt	DCD796	Cordless 20V hammer drill/drill driver
	Drills	Dewalt	DCF890	
	Drills	Dewalt	DWE74911	Table saw with stand
table saw with stand	Saws	Dewalt	DCL050	
Worklight	Lights	Dewalt	DCH133	Cordless 20V SDS plus hammer drill
	Hammer Drills	Dewalt	DCG414	Cordless 20V 6" grinder
	Grinders	Dewalt	DCV581H	Heavy duty 2 gallon cordless wet/dry vacuum
	Vacuums	Dewalt	W 24-230 MVT	
	Grinders	Metabo	AI T50	
	Drills	Hilti	9070-20	
Impact wrench	Ungrouped	Milwaukee	GW513-60	
	Grinders	Bosch	DW474	7" angle grinder
	Grinders	Dewalt	DCD771	
	Drills	Dewalt	DCBL770	
	Blowers	Dewalt	xoc01	cordless rotozip, only to be used with backpack vacuum
cordless roto zip	Vacuums	Makita	XCV10	Backpack Vacuum to be used with cordless rotozip. Has 2 batteries.
Backpack Vacuum	Vacuums	Makita	DCE570	Cordless Glie Gun with 2 batteries
Cordless Adhesive Gun	Ungrouped	Dewalt	DCE555 TY1	Drywall RotoZip
Cordless Cut Out Took	Routers	Dewalt	DW718	
	Ungrouped	Dewalt	DW08302CG	small laser Bob. straight up and down.
	Lasers	Dewalt	DW08302CG	small laser Bob. straight up and down.
	Lasers	Dewalt	DCF887	cordless 20v 1/4"
	Impacts	Dewalt		

	Saws	Dewalt	DCS356	
	Ungrouped	Dewalt	Dcd780	
	Ungrouped			
Dewalt 30 cordless framing nailer	Ungrouped	Dewalt	DCN692	Dewalt 30 degree cordless framing nails. takes nails from 2" - 3-1/2'
Palm Nailer	Nailers/Staplers	Metabo	NH 9 OAB	Palm Nailer
	Nailers/Staplers	Dewalt	DCN650	15ga angled finish nailer
	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Saws	Dewalt	DCS575	Cordless 20V 7 1/4" circular saw
Drywall bench	Equipment	Ez-stride		
Upright vacume	Ungrouped	Renown	Reno8025	
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
Upright vacume	Vacuums	Sanitaire	SC679K	
	Vacuums	Sanitaire	SC679K	
	Vacuums	Sanitaire	SC679K	
3/8 impact gun	Drills	Dewalt	DCF890	
	Drills	Bosch	Bulldog xtreme	

AGREEMENT PROPOSAL AND CONTRACT BOND

FOR

LORAIN COUNTY
CRISIS RECEIVING CENTER

LORAIN, OHIO

Panzica Construction Company

Contractor

Address 739 Beta Drive Mayfield Village, OH 44143

Contract Price \$14,130,148.00

Date of Letting **SEPTEMBER 11, 2023**

Bids Due By **OCTOBER 10, 2023 2:00 PM**

TABLE OF CONTENTS

DOCUMENT	PAGE
Contractor's Checklist	1
Legal Notice	2 - 3
Instruction to Bidders	4 - 10
General Provisions	11 - 24
Specific Provisions	25
Supplemental Specifications	26 - 30
Estimate of Cost	31
Bid Proposal	32
Responsible Bidder Information	33-40
Bid Guaranty and Contract Bond	41-43
Affidavit / Non-Collusion / Anti-Discrimination / Tax Disclosures	44
W-9	45-50
Safety Policy Statement	51
List of Subcontractors	52
EDGE Affidavit	53
Proposed Substitutions	54
Agreement	55-56
Notice of Commencement	57-58
Certificate of County Auditor / Approval of Prosecuting Attorney	59
Prevailing Wage Coordinator W/ Memorandum	60-65
State of Ohio Prevailing Wage Rates	66-174
Davis Bacon Prevailing Wage Rates	175-185

CONTRACTORS' CHECKLIST FOR PROPOSAL SUBMISSION

- ☒ CERTIFICATE OF LIABILITY INSURANCE WITH AS
REQUIRED THE GENERAL PROVISIONS
- ☒ WORKMAN'S COMPENSATION CERTIFICATE
- ☒ BID GUARANTY AND CONTRACT BOND (100%),
OR A CERTIFIED CHECK, CASHIER'S CHECK, OR
LETTER OF CREDIT EQUAL TO 10% OF THE TOTAL
AMOUNT OF THE BID
- ☒ NOTARIZED AFFIDAVIT
- ☒ SAFETY POLICY STATEMENT
- ☒ THE PROPOSAL, WITH PROPER SIGNATURES,
INCLUDING THE LIST OF SUBCONTRACTORS AND
ANY SUBSTITUTIONS
- ☒ A LIST OF EQUIPMENT AVAILABLE TO COMPLETE
THIS PROJECT
- ☒ A LIST OF WORK EXPERIENCE ON **SIMILAR
GOVERNMENTAL OR HEALTHCARE** PROJECTS
- ☒ RESPONSIBLE BIDDER INFORMATION
- ☒ EDGE AFFIDAVIT FOR EACH EDGE BUSINESS OR
WAIVER REQUEST

FAILURE TO SUBMIT ANY OF THE ABOVE ITEMS MAY BE
CAUSE FOR THE REJECTION OF YOUR BID!

NOTICE TO CONTRACTORS

Sealed bids will be accepted until October 3, 2023 at 2:00 PM at the Mental Health Addiction & Recovery Services (MHARS) Board of Lorain County, 1173 North Ridge Road East, Lorain, Ohio for the furnishing of all labor, material and equipment for the **Lorain County Crisis Receiving Center** in accordance with plans and specifications prepared by Perspectus Architecture. This project consists of the construction of a two-story building to house a crisis center and patient rooms along with associated functions, and other Work indicated in the Contract Documents. All interested parties are welcome to attend the bid opening to be held immediately following the deadline, in MHARS Board's office at the Amy Levin Conference Center, 1165 North Ridge Road East, Lorain, Ohio. The estimated Base Bid cost of all work is \$16,751,912.00.

A Pre-Bid Meeting will be conducted for all bidders on Wednesday, September 20, 2023 at 2:00 PM at the Amy Levin Conference Center at 1165 North Ridge Road East, Lorain, Ohio 44055. A site visit will be conducted immediately following the Pre-Bid Meeting. Participation is recommended.

The Bidding Documents, consisting of Bidding Requirements, Contract Forms, General Provisions, Specific Provisions, Supplemental Specifications, Technical Specifications and Drawings may be examined at the following locations: MHARS Board of Lorain County, 1173 North Ridge Road East, Lorain, Ohio 44055; Dodge Data & Analytics (www.construction.com), Builders Exchange (www.bxcleve.com), and Construct Connect (www.constructconnect.com).

Official bid documents and specifications can be ordered from SE Blueprint (216.241.2250 or www.seblueprint.com). No refunds will be provided on bid documents. **Only bids prepared on the official documents obtained will be accepted.** All Bids must be accompanied by a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Each proposal shall contain the full name or names of persons and company submitting the proposal and shall be enclosed in a sealed envelope marked "**Lorain County Crisis Receiving Center**".

The Contractor, in the construction of the work, shall give preference in employment to citizens of the County of Lorain, and where citizens of the County are not available, shall give preference to citizens of the State of Ohio. All contractors involved with this project shall, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of this project. State and Federal Prevailing Wage rates for Lorain County, OH and Equal Employment Opportunity requirements of Ohio Administrative Chapter 123 are applicable to this Project.

This Project is subject to the State of Ohio's Encouraging Diversity, Growth, and Equity ("EDGE") Business Development Program. A Bidder is required to submit with its Bid and with its Bidder's Qualifications form, certain information about the certified EDGE Business Enterprise(s) participating on the Project with the Bidder. Refer to the Instructions for Bidders.

The EDGE Participation Goal for the Project is **5.0** percent.

The percentage is determined by the contracted value of goods, services, materials, and labor that are provided by EDGE-certified business(es). The participation is calculated on the total amount of each awarded contract. For more information about EDGE, contact the Business Certification Compliance Manager at Stacy.Cornett@development.ohio.gov, or at its physical location: 77 South High Street, 28th Floor, Columbus, Ohio 43215; or by telephone at (614) 728-0088.

The MHARS Board or Lorain County reserves the right to reject any and all proposals and to waive any informalities or irregularities if it is deemed in the best interest of the Board to do so. Any interpretation, correction, or modification to the specifications desired shall be in writing to Ray Minotas, Perspectus

Architecture (rminotas@perspectus.com) and must be received at least seven (7) working days prior to the date of bid opening.

BY ORDER OF:

MENTAL HEALTH ADDICTION & RECOVERY SERVICES BOARD OF LORAIN COUNTY
Michael Doud, Director

PUBLISH: Chronicle Telegram

Advertise: September 11, 2023
September 18, 2023
September 25, 2023

INSTRUCTION TO BIDDERS

PROPOSAL BLANK

Each proposal shall be made on the forms herein provided for that purpose and must be enclosed in the sealed printed bid envelope bearing on the outside the name of the bidder, his address, the name of the project for which the bid is submitted and addressed to the Mental Health Addiction & Recovery Services (MHARS) Board of Lorain County, Lorain, OH.

The bidder must state separately, in figures, the price bid for material and the price bid for labor for each item, as required by Ohio law. The total bid price for each lump sum item shall also be stated (the sum of the price bid for material and the price for labor).

The proposal blank must be properly filled in and additions or deletions will not be permitted. Alternate bids may be submitted on the form provided for substitutions. Any unauthorized conditions, limitations, or provisions attached to the proposal or written therein may render it informal, and may be cause for its rejection.

The bidder must acknowledge all Addenda on the proposal form.

Each proposal shall contain the full name of every person, firm or corporation interested in the same, as required by Ohio law, as well as the address of the person, firm or, if a corporation, the president and secretary.

All forms used in submitting the Proposal shall be those furnished by MHARS Board of Lorain County. The Proposal shall contain the following information:

- 1) The form of Proposal
- 2) The Bid Guaranty and /or Bid Guaranty and Contract Bond.
- 3) Certificate of Insurance / Worker's Compensation Certificate
- 4) Notarized Affidavit
- 5) Safety Policy Statement
- 6) List of Equipment available to Complete the Project
- 7) List of Work Experience on Similar Projects (Healthcare and Governmental)
- 8) Responsible Bidder Information
- 9) EDGE Affidavit for Each EDGE Business or Waiver Request

The right is reserved to waive technical defects in the proposals as the interest of the MHARS Board may require.

DEPOSIT FOR PLANS AND SPECIFICATIONS

Bound sets of the Contract Documents (Plans and Specifications) may be obtained from:

SE Blueprint
216.241.2250
www.seblueprint.com

A non-refundable deposit will be required for each set of bidding documents.

EXTRA COPIES OF CONTRACT DOCUMENTS

Upon the execution of the contract, the contractor will be furnished, free of charge, two copies of the Contract Documents (Plans and Specifications). Additional copies of the Specifications will be furnished to the Contractor at the current rate per set and additional copies of the Plans at the current rate per sheet.

SIGNATURE ON PROPOSAL

All bid Guaranties must be satisfactory to the MHARS Board of Lorain County.

The BID GUARANTY AND CONTRACT BOND meeting the requirements of Section 153.54(B) of the Ohio Revised Code as furnished by the MHARS Board of Lorain County shall be used without change of wording.

The amount of the Bid Guaranty and Contract Bond must be for the full amount of the bid, including alternates.

The Bid Guaranty and Contract Bond must be signed by an authorized agent of an acceptable Surety bonding Company and by the Bidder. The Bid Guaranty and Contract Bond must be counter-signed by a Resident Agent of the Bonding Company as required by Section 5729.09 of the Ohio Revised Code. (Affix Corporate Seals to all copies.) The name and address of both the Surety and Surety's Agent must appear on the Bid Guaranty.

Bid Guaranties and Contract Bonds must be supported by credentials showing the following:

- ☐ Power of attorney of the Agent.
- ☐ Certificate showing the legal right of the company to do business in the State of Ohio.

In lieu of the Bid Guaranty and Contract Bond referred to above, the bidder may submit the Bid Guaranty provided in Division (C) of Section 153.54 of the Ohio Revised Code in the form of a Certified Check, Cashier's Check, or Letter of Credit pursuant to Chapter 1035 of the Revised Code.

The amount of the Certified Check, Cashier's Check, or Letter of Credit shall be equal to ten percent (10%) of the bid, including add alternates.

The Bid Guaranty shall be payable to the Owner.

Bid Guaranties shall be returned to all unsuccessful bidders immediately after the Contract is executed.

The Certified Check, Cashier's Check, or Letter of Credit shall be returned to the successful bidder upon filing of the Contract Bond required in Division (C) of Section 153.54; Ohio Revised Code as furnished by MHARS Board of Lorain County, without change of wording.

STANDARDS & SUBSTITUTIONS

Those articles, devises, materials, forms of construction fixtures, etc., named in the Specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "Standards" and all Proposals shall be based on the same.

Where two or more "Standards" are named together, the successful bidder may furnish any one of the "Standards" named, but Contractors shall make their selections known to the MHARS Board within 30 days following award of their Contract. Failure to comply with this requirement will automatically hold up payment requests to the Contractor in view of possible materials being used on the project.

Bidder desiring consideration for use of material, equipment, etc. not named in the Specifications, may submit a Proposal for the substitution for the same "Standards" a specified, using the Substitution sheet attached to the Proposal form, and listing for each proposed change: (1) the "Standards" specified; (2) the substitution proposed, and (3) the change in bid price; (or no change). Complete Specifications and description of any proposed substitution being considered for acceptance shall be furnished to the MHARS Board promptly upon request.

Any substitutions accepted must be incorporated in the formal Contract. No substitution shall be allowed subsequent to the award of the Contract.

Substitutions shall not affect the determining of the lowest bid.

WITHDRAWAL OF PROPOSALS

No bidder may withdraw his bid for a period of sixty (60) days after the date of the opening. If not accepted within such period, such bid may be withdrawn without prejudice any time thereafter, except a Bidder for a Contract with the Owner may withdraw his bid for consideration if the price bid was substantially lower than the other bids, providing the bid was submitted in good faith and the reason for the price bid being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, or material made directly in the compilation of the bid. Notice of a Claim of Right to Withdraw such bid must be made in writing filed with the Owner within two (2) business days after the conclusion of the bid opening procedure.

OPENING OF PROPOSALS

Sealed proposals will be opened and publicly read by the MHARS Board of Lorain County, beginning at the time stated, and on the date stated in the Legal Advertisement, in the office of the Fiscal Officer. All bidders or their authorized agents are invited to be present at the reading of the bids.

All formal proposals will be tabulated and copies of the tabulation will be made available to any bidder upon request to the MHARS Board.

ESTIMATED QUANTITIES

The attention of every bidder is called to the fact that the quantities given in the Proposal are approximate only, and are intended to serve as a uniform basis for the comparison of bids. The MHARS Board believes the quantities given to be essentially correct, but no guaranties are made of their accuracy. If the Contractor relies upon the accuracy of the estimated quantities in making up his bid, he does so at his own risk.

The MHARS Board reserves the right to increase, decrease, or omit the amount of any class or portion of the work during the progress of construction.

EXAMINATION OF SITE AND PLANS

Bidders shall satisfy themselves by personal examination of the Contract documents and investigation at the site of the work as to the conditions existing, and the difficulties likely to be encountered in the performance and completion of the work.

They shall acquaint themselves with the facilities existing and needed for the transportation, handling, and storage of equipment and materials, and with the roads giving access to the site and shipping facilities available.

Bidders shall carefully study the Contract Documents and thoroughly satisfy themselves as to the character, quality, and quantity of the work to be done and to the materials and equipment to be furnished. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill every requirement of the Contract, nor will it be accepted as a basis for any claim whatsoever for extra compensation, or for any extension of time.

QUALIFICATIONS OF BIDDERS

If, in the opinion of the MHARS Board of Lorain County, the acceptance of the lowest bid is not the best bid, they may accept another proposal so opened, or reject all proposals and advertise for other bids. The MHARS Board of Lorain County reserves the right to waive any informality.

The Board will not award a contract to any bidder, who, in the judgment of the MHARS Board of Lorain County, is not a responsible bidder, or who does not possess the necessary experience, capital, organization and equipment to conduct and complete the work in strict accordance with all the terms and provisions of the Contract Documents.

SUBCONTRACT

To determine the qualification of bidders, all bids must state, in writing, the scope of work each subcontractor is to do, his place of business, telephone number, and such other information as may be required in order to ascertain whether such subcontractor is responsible, reliable, and able to perform the work as called for in the specifications. No bid will be accepted if the Subcontractor's list is not submitted along with the Proposal form at the time of the bid opening. The Contractor shall not sublet any part of the work included in this contract without the previous written consent of the Owner. Subletting, if permitted, shall not relieve the Contractor of any of his obligations under this contract.

The Contractor shall be as fully responsible to the Board for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents, in so far as applicable, to the work of subcontractor's, and to give the contractor the same power as regards terminating any subcontract that the Board may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relations between the subcontractor and the Board.

Within ten (10) days after the Contractor received payment for work performed under this contract, he shall pay each subcontractor the amount allowed the Contractor for and on account of work performed by the subcontractor, to the extent of the subcontractor's interest therein.

EDGE PROGRAM SUPPORT DOCUMENTATION

The Bidder shall provide evidence acceptable to the Board of the Bidder's participation in the EDGE Program by contracting with EDGE-certified Business Enterprise(s) for the Project by submitting a fully completed EDGE Affidavit for each EDGE-certified Business Enterprise, by requesting a waiver or partial waiver of the advertised EDGE Program participation goal for the Project on the Bidder's company letterhead including full documentation of the Bidder's good faith effort to contract with EDGE-certified Business Enterprise(s) for this Project, or both.

TAX EXEMPTION

In as much as the Contractor is doing work of the Board, and all materials furnished shall be incorporated into and become the property of the MHARS Board of Lorain County, the Contractor hereunder will be freed from assuming or paying any tax that is set by Amended Bill No. 572 or by Amended Bill No. 590, First Special Session of the 901st General Assembly of Ohio, December 13, 1935.

CONTRACT

The bidder to whom the award is made will be required to execute a written contract with the MHARS Board of Lorain County within ten days after receiving such contract for execution. The contract shall be in the form given in the Contract Documents.

If the bidder to whom the award is made fails to enter into a contract as herein provided, the Board may award the contract to the next lowest bidder. The bidder and/or surety failing to enter into the contract are then liable for the lesser amount of:

- ☐ The difference between his bid and the next lowest bid, or a sum not more than 10% of the bid.

As an alternative, the Board may resubmit the public improvement project for bidding. If this is done, the bidder and/or surety must then pay the Board the lesser amount of either:

- ☐ A sum not more than 10% of the bid, or the cost incurred in resubmitting the bid, including printing of new contract documents, advertising, and printing and mailing of notices to prospective bidders.

If the second lowest bidder is awarded the contract, but refused to enter into a contract within 10 days, the award may then be made to the third lowest bidder. The liability of the second lowest bidder would then be the lesser difference between the second and third lowest bidder, or a sum not more than 10% of the bid as specified above. If more than one bidder refuses to enter into a contract and the Board re-advertises for bids, each contractor that failed to enter into a contract equally shares the resubmission costs.

INTERPRETATION OF CONTRACT DOCUMENTS

If any prospective bidder for the work proposed herein is in doubt as to the true meaning of any part of the Contract Documents, he may submit to MHARS Board of Lorain County a written request for an interpretation thereof. An interpretation will be made by MHARS Board and an Addendum will be issued and e-mailed or delivered to each person taking out a set of Contract Documents. The MHARS Board of Lorain County will not be responsible for any interpretation of the Contract Documents except as provided herein.

NON-COMPLIANCE

Non-compliance with the foregoing requirements may cause the Proposal to be rejected, as not complying with the law.

GENERAL PROVISIONS

DEFINITIONS AND TERMS

THE BOARD

This term, wherever used herein, shall mean the Mental Health Addiction & Recovery Services Board of Lorain County, acting through its authorized representative.

OWNER'S REPRESENTATIVE

This term, wherever used herein, shall mean Hill International, Inc., acting through its authorized representative.

ARCHITECT

This term, wherever used herein, shall mean Perspectus Architecture, acting through its authorized representative.

BIDDER

This term, wherever used herein, shall mean that person, firm, or corporation undertaking this contract, acting directly or through a duly authorized representative.

CONTRACTOR

This term, wherever used herein, shall mean that person, firm, or corporation undertaking this contract, acting directly or through a duly authorized representative.

SUPERINTENDENT

Is the person who is the executive representative of the Contractor, present on the work site at all times during its progress, authorized to receive and fulfill instructions from the Engineer, and capable of directing the work efficiently.

PLANS

The plans are the official working drawings, or exact reproductions thereof, approved by the Board which show the location, character, dimensions, and details of the work to be done, and which are to be considered as part of the contract, supplementary to these specifications.

SPECIFICATIONS

The Specifications are the directions, provisions, and requirements contained herein pertaining to the method and manner of performing the work, or the quantities of materials to be furnished under the Contract. The "Standard Construction and Material Specifications" of the Ohio Department of Transportation, in effect as of the date of the Proposal, are incorporated within the specifications mentioned in the Contract Documents as full and completely as if attached thereto, and made a part thereof, unless otherwise shown.

CONTRACT

The Contract is the written agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The Contract shall include the Notice to Contractors, the Proposal, Plans, Specifications, Special Provisions, Contract Bond, and the Auditor's Certificate, and other documents required to complete this document.

THE WORK

The work is all work specified herein or indicated on the Plans and Specifications of the contemplated improvement covered by the Contract.

PROPOSAL REQUIREMENTS

PREPARATION OF PROPSAL

The Bidders Proposal will be submitted on the proposal form attached herein. The blank spaces in the proposal will be correctly filled out for each and every item listed as to labor, material, and total. The Bidder will sign the proposal correctly, with appropriate names and addresses, as provided for. Any proposal that is altered, has additions not called for, or contains irregularities of any kind, will be rejected.

GUARANTY

No proposal will be considered unless accompanied by a certified check, cashier's check, bid bond, or Letter of Credit equal to ten percent (10%) of the amount of the bid, or a combined Bid Guarantee and Contract Bond for the full amount of the bid.

DELIVERY OF PROPOSAL

Each bid will be sealed in an envelope and marked with the identity of the project, and the name and address of the bidder. The proposal will be delivered to the office of the Board and the same will be received until the hour and date set for the opening thereof, as prescribed in the Legal Advertisement. Any proposal received later than this time will not be opened and will be rejected.

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, company, or corporation, or any association under the same name or different names will be rejected. The Bidder shall make a non-collusion affidavit properly executed, which is part of the proposal. Proposals in which the prices are obviously unbalanced by be rejected. A contract will be awarded only to the lowest and most responsible Bidder capable of performing the work contemplated. The Board reserves the right to reject any and all bids.

QUALIFICATIONS OF BIDDER

Contractors filing a bid will enclose, with the proposal form, a statement of equipment they have available to complete the proposed work, and shall enclose a list of similar projects successfully undertaken.

AWARD OF CONTRACT

The award of the contract, if any, will be to the lowest responsible Bidder whose proposal complies with all requirements. Prior to awarding the contract, the Board shall completely investigate all proposals, and may request a Confidential Financial Statement, and Experience Statement of the Contractor, if they so desire.

REQUIREMENTS OF CONTRACT BOND

The successful Bidder must within ten (10) days after receiving notice of the award, and before entering into a contract, furnish a Contract Bond in an amount not less than 100% of the total bid price on the proposal. The Contractor will then execute the contract with

said sureties, include and return the same to the Board. No proposal shall be considered binding upon the County until the described execution of the contract.

INSURANCE

COVERAGE REQUIREMENTS

The Contractor will produce this a Certificate of Insurance in the following amounts:

- **Workers Compensation.** The Contractor shall maintain workers compensation coverage meeting the requirements of Applicable Law.
- **Commercial General Liability.** The Contractor shall maintain commercial general liability ("CGL") coverage that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.
- **Business Automobile Liability.** The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.
- **Umbrella/Excess Liability.** The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits).
- **Professional Liability—Contractor.** The Contractor shall maintain professional liability insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work) without design-build exclusions (1) an each-occurrence limit of not less than \$1,000,000, (2) a annual-aggregate limit of not less than \$2,000,000.

The Contractor shall include the Board, Owner's Representative, and the Architect as additional insureds.

BUILDER'S RISK INSURANCE

1. The Contractor shall provide and maintain, during the progress of the Work and until Contract Completion, 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 that 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 be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.
 - 1.1. The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Board.
 - 1.2. The named insureds under the policy shall include the Board, Contractor, Subcontractors at all tiers, and Separate Contractors.

- 1.3. Coverage shall include a provision to pay the reasonable extra costs of acceleration and 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.
- 1.4. Coverage shall include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the Owner's Representative and Architect and reasonable Contractor extension or acceleration costs.
 - 1.4.1. Coverage shall include material in transit or stored off-site and identified for the Project.
- 1.5. Coverage shall waive all rights between the Board, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.
- 1.6. Coverage shall include appropriate sub-limits for installation coverage.
- 1.7. Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.
- 1.8. Coverage shall include temporary structures and scaffolding, along with collapse coverage.
- 1.9. Coverage shall be primary to all other applicable insurance.
- 1.10. The builder's risk policy shall specifically permit and allow for Partial Occupancy by the Board prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.
- 1.11. The Contractor's tools and equipment shall not be covered under the builder's risk policy. It is the Contractor's sole responsibility to maintain such coverage, which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in the Contractor's Schedule of Values.
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.

WAIVERS OF SUBROGATION

To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Board, and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

The Board and 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, inland marine insurance, or builder's risk insurance applicable to the Work.

INDEMNIFICATION FOR INJURY OR DAMAGE

1. To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution

costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

- 1.1. bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable;
 - 1.2. infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or
 - 1.3. a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.
2. The Contractor's indemnification obligation under this Section exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under this Section. But nothing in this Section obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.
 3. The Contractor's obligations under this Section shall not extend to the liability of the Architect, Architect's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the Architect, except to the extent covered by the Contractor's insurance.
 4. In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under this Section will 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.
 5. The Contractor's indemnification obligation under this Section will not be limited by any insurance policy provided or required in connection with the Project.
 6. The Contractor's obligations under this Section shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.
 7. The Contractor's indemnification obligation under this Section will survive termination of the Contract and Contract Completion.
 8. The Board may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under this Section. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Board.

CONTROL OF THE WORK

AUTHORITY OF THE OWNER'S REPRESENTATIVE

The Owner's Representative shall decide any and all questions, which may arise as to the quality or acceptability of materials furnished, work performed, manner of performance,

rate of progress, and any other items regarding the project. Owner's Representative decisions will be final, and the Owner's Representative shall have authority to enforce these decisions.

AUTHORITY AND DUTIES OF THE ARCHITECT

The Architect is assigned and authorized to administer the Contract. He will give instructions to the contractor on all materials concerning the work and direct the quality of work and material.

CONSTRUCTION STAKES

The contractor will provide all line and grade stakes necessary to the proper execution of the work, unless otherwise provided as a contract bid item.

LEGAL RESPONSIBILITY

LAWS TO BE OBSERVED

The Contractor warrants that he is familiar with, and at all times complies with, provisions of all Federal and State laws, and local ordinances, in any manner affecting the conduct of the work. He shall indemnify and save harmless the Board and its representatives against any claims arising from the violation of any such laws.

SAFETY DEVICES

The Contractor shall provide and maintain safety devices and safeguards, or any other action necessary, to protect the public and property in connection with the work. The Board, and its representatives, shall be saved harmless against any claims arising from any damage or injury to the public or property caused by neglect by the contractor in this regard.

PROSECUTION AND PROGRESS

PERMITS

The Architect shall secure the required structural, plumbing, HVAC, and electrical plan approvals. It is anticipated that these plan approvals will be available forty five (45) days after Notice to Proceed.

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 Architect, Owner's Representative, and Board reasonable notice of the dates and times arranged for inspections. The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein, without the written consent of the Board. In case such consent is given, this will not release the contractor of his liability under the Contract and Bonds.

LIMITATIONS OF OPERATIONS

The Contractor shall conduct the work at all times in such a manner, and in such a sequence, as will assure the least interface with traffic.

CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT

The contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner required by these specifications. All workman shall have sufficient skill and experience to perform properly the work assigned to them. Any person employed by the Contractor, or by any subcontractor, who is, in the opinion of the inspector, unable to do his work in a proper and skillful manner, or is intemperate or disorderly, shall, at the written request of the inspector, be removed forthwith by the contractor or subcontractor. Should the contractor or subcontractor fail to remove such person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner's Representative may withhold all estimates which become due, or they may suspend the work by written notice until the Contractor complies with such orders.

PAYROLLS AND MATERIALS PAYMENTS

Upon completion and final inspection of the work, prior to the final payment, the Contractor will submit an affidavit stating that all wages and materials have been paid in full.

ACCEPTANCE, MEASUREMENT, AND PAYMENT

EXTRA WORK

Extra work performed in accordance with a supplementary agreement (Change Order) will be paid for at the unit or Lump Sum prices stipulated in said agreement.

PARTIAL PAYMENTS

The Contractor shall receive partial payments for work performed on a monthly basis and shall be at a rate of 92% of the estimate, with 8% retainage. Upon completion of 50% of the contract, payments will be increased to 100% of work completed thereafter, less such amounts as the Board shall determine for incomplete work and unsettled claims. The contractor must submit a separate Application for Payment when 50% completion is achieved. The Board will not accept a billing for 51% complete, or any other split billing.

ESCROW

The Board will hold the retainer of 8% in escrow at a local bank. A separate retainage invoice must be submitted for approval and payment, detailing the retained amounts of all previous invoices.

The retainage will be deposited in an escrow account at a local bank, accruing interest in the name of the contractor. The account shall require two (2) signatures to withdraw funds (Contractor and Board).

Upon completion of the contract, the Board, in writing the release of the account to the contractor. The Board will release its "signature hold" on the escrow account only on the approval of the MHARS Board of Lorain County. The Contractor will be required to sign a receipt of funds. Prior to the release of the retainer, the Contractor shall furnish a 10%

maintenance bond for a period of twelve (12) months to insure that the improvements are in satisfactory condition. The amount shall be ten percent (10%) of the total contract amount.

LIQUIDATED DAMAGES

1. If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Board's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Board's option) pay to or credit the Board the Liquidated Damages per day sum of \$2,500.00 for each day that the Contractor fails to achieve a Milestone within the associated Contract Time.
2. If the Contractor simultaneously fails to achieve two or more Milestones, the Board shall be entitled to recover the sum of the associated Liquidated Damages per day rates.
3. The Liquidated Damages described in this Section are only intended to compensate the Board for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times.
4. The Liquidated Damages described in this Section are not intended to compensate the Board for any damages the Board incurs on account of (1) any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or (2) any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.
5. The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Board 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 Milestones within the Contract Times.
6. In addition to other rights that the Board may have relative to the Liquidated Damages, the Contracting Authority 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 Board.

FINAL INSPECTION

The Contractor shall make all repairs to defective workmanship or materials for the term of one year after the date of final completion. Contractor shall correct and repair promptly during the time period of one year, all defective work and materials of whatever nature and description. Ordinary wear and tear damage due to negligent or improper operation on the part of the County shall not be considered an obligation of the Contractor. Twelve months after the date of the final completion, the Board shall make a final inspection of the work. If final

inspection shows the work to be complete in accordance with the contract, plans and specifications, such acceptance shall be prerequisite to the release of the maintenance bond.

Should the final inspection show defects due to the non-fulfillment of this contract, the Board shall so notify the Contractor in writing and thereupon the Contractor shall repair or replace all defects of materials, equipment or workmanship at his own cost and expense.

If the Contractor shall fail to make such repairs after written notification, the Board shall cause such repairs to be made at the expense of the Contractor.

DISPUTE RESOLUTION POLICY

This specification is based on the partnering approach to project administration. The Contractor must follow this process in order to resolve disputes on the project and to seek additional compensation or contract time from the Board in the form of an administrative claim.

All parties in the dispute must following the specified steps.

Disputes will include disagreements, matters in question, and differences of opinion between Board personnel and the Contractor. Claims are disputes that are not settled in the dispute resolution process and the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Board. Disputes and claims by subcontractor and suppliers against the Board but not supported by the Contractor will not be reviewed by the Board.

Disputes and claims subject to review by the Board include:

1. Interpretation of specifications, standard drawings, plans, the proposal, working drawings, change orders, and orders by Board, Owner's Representative or Architect personnel having authority over the project.
2. Differing site conditions.
3. Cost and time incurred by:
 - a. Suspension of the work
 - b. Significant changes in scope of work
 - c. Utility interference with the work
 - d. Extra work ordered
 - e. Acts or inaction of the Board or its representative
4. Adequacy and constructability of the plan design.

5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control.
6. Other subjects mutually agreed upon the Board and Contractor to be under the scope of the dispute resolution and claims process.

Early Notice. The Contractor, or subcontractor through the Contractor, shall give to the Owner's Representative and Architect, written notice of any circumstances or dispute on the project that may result in a claim. This early notice must be given by the end of the second working day following the occurrence of the circumstances or dispute. The Owner's Representative and Contractor or subcontractor shall maintain records of labor, equipment, and materials used on the disputed work or made necessary by the circumstance. Such records shall start when early notice is received by the Owner's Representative or when the project personnel are aware of the circumstance or dispute.

Continuation of Work. The Contractor or subcontractor shall continue with all project work, including that which is in dispute. The Board will continue payments for contract work.

STEP 1 of Dispute Resolution (Project Level). The Owner's Representative and Architect will meet with the Contractor's superintendent within two (2) working days of receipt of any early notice. They shall review all pertinent information and contract provisions and negotiate an equitable settlement according to the Contract documents. If settlement is not achieved, they must escalate the dispute to Step 2.

STEP 2 of Dispute Resolution (Administrative Level). If the dispute is escalated to Step 2, the Board's Director or designee (other than the project personnel involved) shall meet with personnel from the Contractor's headquarters, and consider the dispute. This Step 2 meeting shall occur within twenty (20) working days of the completion of Step 1. The Board and Contractor's personnel shall review the information on the dispute presented by the personnel involved in Step 1 and negotiate an equitable settlement according to the Contract Documents.

Dispute Documentation. The Contractor shall submit documentation of the dispute to the Board ten (10) days before the Administrative Level Review. Failure to meet this time frame or to request an extension necessary for the proper preparation of the documentation may terminate further review of the dispute.

The dispute document shall be an original document that clearly and in detail gives the following information for each item of additional compensation and time extension requested:

- a.) A narrative of the disputed work or project circumstances at issue with sufficient description and information to enable understanding by a third person who is not familiar with the project. This section must include the dates of the disputed work and the date of early notice.
- b.) References to the applicable provisions of the plans, specifications, proposal or other contract documents. Copies of the cited provisions shall be included in the claim document.

- c.) The dollar amount of additional compensation and length of contract time extension being requested.
- d.) The cost and schedule analysis and supporting documents that were the basis for the requested compensation and time extensions stated in c).
- e.) Copies of relevant correspondence and other pertinent documents.

The dispute document shall be identified by project number, Contract name, subcontractor, or supplier, if involved in the dispute, and dispute number.

SUSPENSION AND TERMINATION

1. Suspension of the Work

- 1.1. The Board, without cause and without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Board may determine.
 - 1.1.1. If the Board suspends the Work under this Section and the Contractor the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit (a component of Contractor's Fee).
 - 1.1.2. Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:
 - 1.1.2.1. performance was, or could have been, suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
 - 1.1.2.2. an equitable adjustment is made or denied under another provision of the Contract.
 - 1.1.3. If the Board suspends the Work under this Section 1.1 and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.
- 1.2. The Board, 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 as the Board 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 Board reasonably believes justifies suspension.
 - 1.2.1. The Board's exercise of its right to suspend the Work under this Section 1.2 shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.
 - 1.2.2. If the Board is adjudged to have improperly suspended the Work under this Section 1.2, the suspension shall be deemed to have been a suspension under Section 1.1.

- 1.3. Upon receipt of notice of suspension under this Section 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 Board, 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 Board may require.
 - 1.4. The Board'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 Board's exercise or failure to exercise the right shall not prejudice any of the Board's other rights.
2. Termination for Convenience
 - 2.1. The Board may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon 10 days' written notice to the Contractor.
 - 2.2. Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Board:
 - 2.2.1. cease operation as specified in the notice;
 - 2.2.2. place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;
 - 2.2.3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
 - 2.2.4. proceed with Work not terminated; and
 - 2.2.5. take actions that may be necessary, or that the Board may direct, for the protection and preservation of the terminated Work.
 - 2.3. Upon termination, the Board shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.
 - 2.3.1. All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Board.
 - 2.3.2. The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to (1) Contractor's Fee on Work not performed or (2) compensation in excess of the total Contract Sum.
 - 2.4. If the Board terminates the Work under this Section 2, the termination shall not affect the rights or remedies of the Board against the Contractor then existing or which may thereafter accrue.
 - 2.5. Notwithstanding Section 2.3, if the Board terminates the Work under this Section 2, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in Section 3.
 3. Termination for Cause
 - 3.1. The Board may terminate all or a portion of the Contract if the Contractor commits a material breach of the Contract including but not limited to:
 - 3.1.1. failure to prosecute the Work with the necessary force or in a timely manner;

- 3.1.2. refusal to remedy Defective Work;
 - 3.1.3. failure to supply enough properly skilled workers or proper materials;
 - 3.1.4. failure to properly make payment to Subcontractors or Consultants;
 - 3.1.5. performance of any services outside of the United States;
 - 3.1.6. permitting its Subcontractors or Consultants to perform any services outside of the United States; or
 - 3.1.7. disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.
- 3.2. If the Board intends to exercise its termination rights under this Section 3, the Board shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety in accordance with ORC Section 153.17 ("5-Day Notice").
- 3.3. If the Contractor fails to satisfy the requirements set forth in the 5-Day Notice within 15 days of receipt of the 5Day Notice, the Board 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.
- 3.4. If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the Board may complete the Work by means the Board determines appropriate. The Board may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.
- 3.5. If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum is exceeded by 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 Board and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Board. This obligation for payment shall survive termination of the Contract.
- 3.6. If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the 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 Board to complete the Work.
- 3.7. If the Board terminates the Contract under this Section 3, the termination shall not affect any rights or remedies of the Board against the Contractor then existing or which may thereafter accrue. The Board's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.
- 3.8. If the Board is adjudged to have improperly terminated the Contract under this Section 3, the termination will be deemed to have been a termination under Section 2.

FINAL PAYMENT

The Board agrees that if all the work is in good order and approved by the Board following inspection, the Contractor shall be entitled to the whole sum of the final payment. All previous partial estimates and payments shall be subject to correction in the final estimate and payment.

The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors,

regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

The acceptance of the final payment by the Contractor shall operate as and be considered a release of the Board from all claims and liability to the Contractor for any reason whatsoever.

SPECIFIC PROVISIONS

LOCAL LABOR TO BE EMPLOYED:

The Contractor, in the construction of the work, shall give preference in employment to citizens of the County of Lorain, and where citizens of the County are not available, shall give preference to citizens of the State of Ohio.

LABOR – CONDITIONS AND EMPLOYMENT:

The provisions of this contract as to hours, wages and employment shall apply with equal force to all workmen engaged in the performance of this contract, whether employed by the original contractor or by a subcontractor. Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the project under this contract. No person under the age of sixteen (16) years shall be employed on the project under this contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety, or to the health or safety of others, shall be employed on the project under this contract – provided that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution, and no inmate of an institution for mental diseases, shall be employed on the project under this contract.

There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, in the employment of persons for work under this contract, if such persons are qualified by training and experience for the work.

The legal rights of all workers on the project under this contract to organize and to bargain collectively, to be protected from the requirements to join a company union, and to enjoy freedom of expression and action with respect to wages, hours and conditions or labor, shall not be infringed.

In case the Owner so elects, the Contractor shall require that workers on the project under this contract must register at such times and places and in such manner as the Owner shall direct.

SUPPLEMENTAL SPECIFICATIONS

STEEL PRODUCTS MADE IN THE UNITED STATES

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

PREVAILING WAGES ON STATE PROJECTS WITH FEDERAL AID

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and Davis-Bacon Act, 40 U.S.C. § 3141 et seq. (hereinafter the "Davis-Bacon Act") and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce and the U.S Secretary of Labor for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment.

A schedule of the most current state prevailing wage rates may be accessed by logging in/registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address:

<https://wagehour.com.ohio.gov/w3/webwh.nsf/wrlogin/?openform>

A schedule of the most current federal prevailing wage rates may be accessed at the Department of Labor website at the following address:

<http://www.dol.gov/WHD>

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

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

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form (WHPW-1512) in accordance with section 4115.05 of the Ohio Revised Code, showing the classification, hourly pay rate, and fringes,

and identifying the public authority's Prevailing Wage Coordinator, if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

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

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

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

UNRESOLVED FINDING FOR RECOVERY

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

OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

DRUG-FREE WORKPLACE PROGRAM

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

OHIO PREFERENCE

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

BID GUARANTY

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

OHIO ETHICS LAW

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

EDGE PARTICIPATION AND REPORTING

- 1.1. The Contractor shall participate in the "Encouraging Diversity, Growth and Equity" ("EDGE") Program by subcontracting with, and using one or more, businesses certified as an EDGE Business Enterprise ("EDGE-certified Business") by the EOC.
 - 1.1.1. If the Contractor is an EDGE-certified Business, the Contractor may include its own compensation under this Contract in the reporting.
 - 1.1.2. The amount of EDGE participation cannot exceed 100 percent of the Contract Sum.
 - 1.1.3. The Contractor shall include in the reporting only those expenditures to EDGE-certified Businesses that perform a commercially useful function as described in OAC Section 123:2-16-15.
- 1.2. The Contractor shall provide an EDGE Participation Report with each Contractor Payment Request.
 - 1.2.1. The Contractor shall provide status reports, produced by the Contractor and each applicable EDGE-certified Business for the Contract, indicating:
 - 1.2.1.1. name of each EDGE-certified Business;
 - 1.2.1.2. the federal tax identification number of each EDGE-certified Business;
 - 1.2.1.3. the date of the EDGE-certified Business contract, Subcontract, or purchase order;
 - 1.2.1.4. the projected and actual start and end dates of the EDGE-certified Business contract, Subcontract, or purchase order;

- 1.2.1.5. the original amount of the EDGE-certified Business contract, Subcontract, or purchase order with the Contractor;
- 1.2.1.6. the current amount of the EDGE-certified Business contract, Subcontract, or purchase order;
- 1.2.1.7. the amount invoiced to date;
- 1.2.1.8. the amount paid to date;
- 1.2.1.9. the status of the EDGE-certified Business contract, Subcontract, or purchase order (active, complete, or void); and
- 1.2.1.10. a statement describing any substantive product or performance deficiencies.
- 1.2.2. The Contractor shall provide reports for each EDGE-certified Business; however, the reports may be consolidated and submitted as one document.
- 1.3. The Contractor shall provide an EDGE Participation Final Report simultaneously with its final Contractor Payment Request.
 - 1.3.1. The Contractor 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.
- 1.4. The Contractor shall provide the EDGE Participation Reports in detail and form acceptable to the Board.
 - 1.4.1. Failure to timely submit EDGE Participation Reports may result in withholding payment in accordance with Section 9.8.
- 1.5. The Contractor shall cooperate fully with requests for additional EDGE information and documentation from the EOC or Board.

FEDERALLY REQUIRED CONTRACT PROVISIONS FOR STATUTORY AND REGULATORY REQUIREMENTS

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction. This provision includes but is not limited to 44 Code of Federal Regulations Part 13.

- 1. The Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. The Contractor shall comply with the Davis-Bacon Act as supplemented by Department of Labor regulations at 29 Code of Federal Regulations Part 5.
- 3. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 et seq.) as supplemented by Department of Labor regulations at 29 Code of Federal Regulations Part 3.

4. The Contractor shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), as supplemented by Department of Labor regulations at 29 Code of Federal Regulations Part 5.
5. The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With respect to federal contracts, grants, or loans, and regulations at 48 Code of Federal Regulations Part 15.
6. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*— Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. (See also 45 CFR part 93).
7. *Debarment and Suspension (E.O.s 12549 and 12689)*— Certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

September 6, 2023

**Subject: Lorain County Crisis and Receiving Center
Mental Health, Addiction and Recovery Services Board**

The estimated cost of construction for the Lorain County Crisis and Receiving Center, Mental Health, Addiction and Recovery Services Board project at 6140 S. Broadway, Lorain, Ohio 44053 is as follows:

BASE BID	\$ 16,751,912.00	
ALT 1 CENTER BUILD-OUT	\$ 76,667.00	
ALT 2 PATIENT ROOMS 15 AND 16	\$ 88,293.00	
	\$ 16,916,872.00	TOTAL ESTIMATE

Sincerely,



RAY MINOTAS AIA, ACHA, LEED AP
Principal

BID PROPOSAL
PAGE 1 OF 1

TO THE MHARS BOARD OF LORAIN COUNTY, OHIO

For the construction of the project known as: **Lorain County Crisis Receiving Center**

In accordance with the plans and specifications now on file in the MHARS Board of Lorain County
1173 North Ridge Road East, Lorain, Ohio 44055

The signer of this proposal, as bidder, declares that the only persons, company, or parties interested in this proposal, as principals, are named herein; that he/she has carefully examined the contract documents (Legal Notice, General Provisions, Bonds, Contract, Plans, Specifications, Detailed Provisions, and Engineer's Estimate) and understands that where noted in the Plans and Specifications the "Standard Construction and Material Specifications" of the Ohio Department of Transportation (except for Section 108), in effect as of the date of this proposal, are incorporated herein as if fully and completed attached hereto, and made a part hereof, that he/she has made all investigations necessary to determine the location, character, and extent of the work, and agrees to furnish all labor, material, and equipment necessary to complete the above mentioned improvement within the time mentioned, for the following prices, to wit:

ITEM	MATERIAL DESCRIPTION	ESTIMATED QUANTITY	LABOR PRICE	MAT'L. PRICE	TOTAL BID FOR ITEM
1	LCCRC CONSTRUCTION AS SHOWN ON DOCUMENTS	LUMP SUM	6511871	7343175	13855094
2	Alt 1 - CALL CENTER	LUMP SUM	40162	55437	104599
3	Alt 2- RESIDENT ROOMS 15 AND 16	LUMP SUM	42777	48228	91005
4	Alt C - C104 ITEM 1 RSURFACE EXISTING PARKING LOT	LUMP SUM	34185	45315	79500.00

CONTRACTOR'S TOTAL BID: \$ 14,130,101.00

I acknowledge receipt of the following Addenda:

Addendum Number

Date Received

#1

09/21/2023

#2

09/27/2023


#3

10/04/2023

The undersigned further agrees to achieve Substantial Completion 515 consecutive calendar days from Notice to Proceed and Final Completion 545 consecutive calendar days from Notice to Proceed.

A certified check, cashier's check or letter of credit equal to ten percent (10%) of the total amount of the bid, or a bond for the full amount (100%) of the total amount of the bid accompanies this proposal.

On acceptance of this proposal for said work, I/WE do hereby bind myself/ourselves to enter into a written contract with the MHARS Board of Lorain County within ten (10) days from the date of the Notice of Award.

	President	10/10/2023	440-442-4300	440-442-4179
SIGNATURE	TITLE	DATE	PHONE NUMBER	FAX NUMBER
Panzica Construction Company	739 Beta Drive	Mayfield Village	Ohio	44143
COMPANY NAME	STREET ADDRESS	CITY	STATE	ZIP

RESPONSIBLE BIDDER INFORMATION

Company Name Panzica Construction Company

Address 739 Beta Drive Mayfield Village, Ohio 44143

Telephone Number 440-442-4300

Fax Number 440-442-4179

E-Mail Address mpanzica@panzica.com

Federal Tax I.D. 34-1019762

How long at this address? 17 Years

Previous address if less than two years at the above address

TYPE OF OWNERSHIP

☐ Sole Proprietor

Please submit copies of certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Partnership

Date of Partnership Agreement

Name of Partners

Address

% of Partnership

Please submit copies of: Partnership Agreement, certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☒ Corporation

Stockholders Name

Address

of Shares

Will be Made Available Upon Request.

Board of Directors

<u>Name</u>	<u>Address</u>	<u># of Shares</u>
-------------	----------------	--------------------

Executive Officers

<u>Name</u>	<u>Address</u>	<u># of Shares</u>
-------------	----------------	--------------------

Mark I. Panzica, President		
David Panzica, Vice President / Secretary		
Anthony M. Panzica, CEO/Treasurer		

Date of Incorporation 1967	State of Incorporation Ohio
Number of Authorized Shares	Number of Issued Shares

Please submit copies of certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

☐ Joint Venture

<u>Name</u>	<u>Address</u>	<u>Percent</u>
-------------	----------------	----------------

Please submit copies of Joint Venture Agreement (include how each partner is to participate in the management and performance of the work, percentages, project number and location) certified financial statements, prepared by a certified public accountant, and/or tax returns for the past three years.

BUSINESS HISTORY

Number of years in engaged as a contractor in the construction industry 67 Years

Have you conducted business under another name? ☐ Yes ☒ No

If yes, complete the following:

Company Name

Address

Telephone

Federal Tax ID

Trade

MANAGEMENT INFORMATION

List the names of each person who performs the following function:

Bookkeeping/Accounting Jim Pintner, Controller

Estimating Ken Flesse, Chief Estimator

Banking/Check Signing Mark Panzica, President and Jim Pintner, Controller

Taxes Jim Pintner, Controller

EXPERIENCE

List projects your company worked on of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a minimum of thirty percent (30%) on a dollar cost basis of the project with its own forces.

<u>Project Name</u> <u>& Location</u>	<u>Contact Person</u> <u>& Phone #</u>	<u>Contract Amount</u>	<u>% of work performed</u> <u>By own forces</u>
Brooklyn City Center	Mayor Ron Van Kirk (216)-635-4221	\$23.7 Million	\$4,805,304.00
Cleveland Museum of Natural History	Mike Pisanelli 216-619-1700	\$47.8 Million	\$10,135,774.00
Cleveland Foundation	Rosanne Potter 216-861-381	\$24.5 Million	\$4,406,076.00

For each project listed, **please attach documentation** regarding: timeliness of performance, quality of work, extension requests, fines and penalties imposed and payment thereof, liens filed, history of claims for extra work, and contract defaults, if any.

Attach a list your company's recent experience record in the construction industry, including the original contract price for each construction job undertaken, the amount of any change orders or cost overruns, and the company's record for complying with and meeting completion deadlines on construction projects.

Within the previous five years, was this company ever determined by a public entity not to be a responsible bidder? ☐ Yes ☒ No

If yes, state the reasons given by the public entity

Please attach documentation of company's financial responsibility to procure insurance and acceptable performance bonds required for the project.

List any claims made against performance bonds secured by company on other projects:

<u>Project Name</u>	<u>Amount of Claim</u>	<u>Date of Claim</u>
None		

List any suspensions or revocations of any professional license of any director, officer, owner or managerial employee.

<u>Name</u>	<u>Type of License</u>	<u>Date of Suspension</u>
None		

List any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the company in the same three-year period together with a description and explanation of remediation or other steps taken regarding such violations and notice of violation.

<u>Date of Violation</u>	<u>Description/Explanation</u>
None	

List any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or national origin and/or violations of an employees civil or labor rights or equal employment opportunities.

<u>Date of Violation</u>	<u>Description/Explanation</u>
None	

List any litigation and/or judgments in which you or your company has been named as a defendant or third party defendant involving a claim for personal injury or wrongful death arising from performance of work related to any project within the previous five years.

Date of Judgment

Description/Explanation

None

List any allegations of violation of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.

Date of Violation

Description/Explanation

None

List any violations of the workers compensation law.

Date of Violation

Description/Explanation

None

List any criminal convictions or criminal indictments involving you, your company, its officers, directors, owners and/or managerial employees, within the past five years.

Date of Conviction/

Indictment

Name and Title

Conviction/Indictment

None

List any violations within the past five years or pending charges concerning federal, state or municipal environmental and/or health laws, codes, rules and/or regulations.

Date of Violation

Description/Explanation

None

☒ Yes, company provides health insurance in compliance with the Patient Protection and Affordable Care Act to its employees.

Provide identity of permanent workforce that will be employed on the public contract. Include number of employees (or contract labor) to be assigned to the contract, their city and state of residence and the job description or trade specialties. This information can be prepared separately and attached to this document for submittal.

Identify any temporary workforce that will be employed on the public contract to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence and their job description or trade specialties. This information can be prepared separately and attached to this document for submittal.

☒ Yes, company participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.

☐ No, company does not participate in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United State Department of Labor.

Company has adopted and implemented a comprehensive drug and alcohol testing program for its employees. ☒ Yes ☐ No

Company's employees are OSHA-10 and/or OSHA-30 certified. ☒ Yes ☐ No

I hereby acknowledge that the foregoing information is true and correct to the best of my knowledge, information and belief and that failure to provide complete, truthful and accurate information may be grounds for immediate disqualification of any bid or proposal.

Signature

Mark Panzica, President

Typed name and title

PANZICA CONSTRUCTION COMPANY
739 BLTA DR. MAYFIELD VILLAGE, OH 44143
Company Name and Address

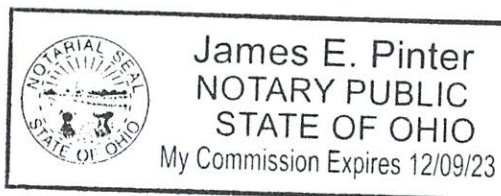
STATE OF OHIO
COUNTY OF LORAIN

Before me, a Notary Public for the State of _____, appeared the above named _____, who acknowledged that they/he/she signed the foregoing instrument and that their signing was there/his/her free act and acknowledges the above statements are true.

In testimony whereof, I have hereto subscribed my name and affixed my seal this 10th day of

October, 2023

Notary Public, State of OHIO
Commission Expires





LORAIN COUNTY CRISIS CENTER
MENTAL HEALTH, ADDICTION & RECOVERY SERVICES BOARD OF LORAIN COUNTY



GENERAL TRADE CONTRACT PROPOSAL
Submitted: October 10, 2023

FIRM PROFILE



Panzica Construction Company, a Corporation, was founded in 1956 and ranks as one of the top Construction Management, Design-Build & Owner's Representative firms in the Northeast Ohio area. Based in Cuyahoga County, Panzica has an extensive knowledge of the local markets, materials, and labor which is a key asset when it comes to meeting quality, timing, and budget standards.



Construction Management

Collaboration and preplanning are key considerations for exceptional construction management services and are built into Panzica's methodologies. Our processes are designed to give you a single point of accountability and ensure that safety, quality, sustainability, fiscal responsibility, and engagement are included from the start.



Design-Build

Panzica's Design-Build contracting incorporates both the design and construction processes, offering full team integration for your project. Our services are built to accommodate your needs and offer a great degree of flexibility, especially in the opportunity to evaluate options and their impact on safety, cost, and schedule during preconstruction.



General Contracting

Panzica builds public and private sector projects every day for general construction engagements. We house top talent with tenured experience and a robust depth of services with the delivery flexibility to meet any construction need, large or small.

67

Years in
Business

2

Office
Locations

95

Full-Time
Employees

150

Million Annual
Revenue



Local owned and operated
since 1956!
Panzica Construction is based
in Cuyahoga County:

Panzica Construction Company is a Corporation, licensed to operate in the State of Ohio. (Corp. ID# 34-1019762)
Cleveland Contractor License Registration #RENEWCR19042202
Panzica Construction is also licensed to operate in the State of Florida. (Florida License #CGC1524840)

PROUD MEMBERS OF:

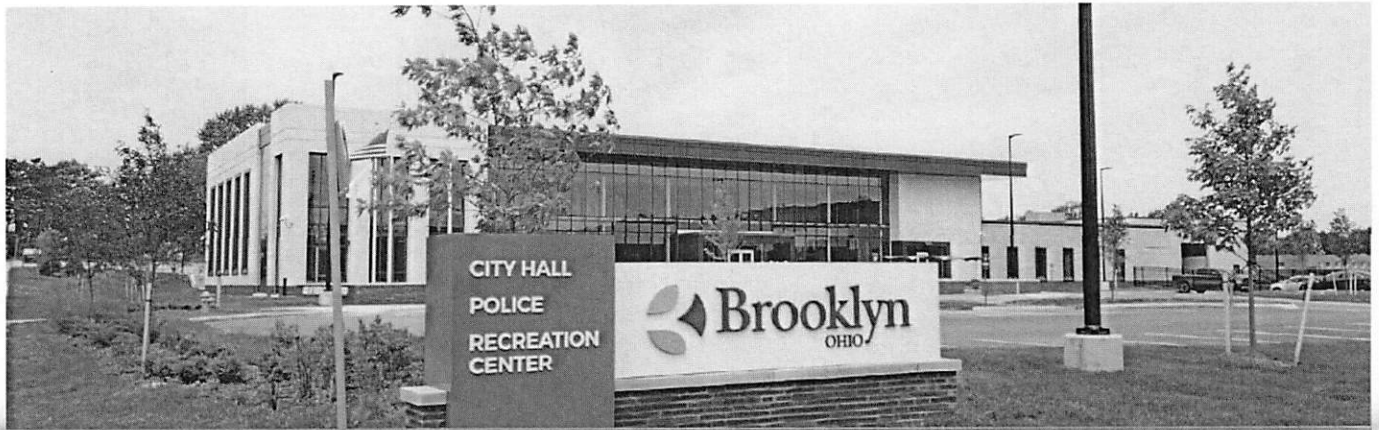


BUILD OHIO.ORG



Lorain County Crisis Center

SIMILAR EXPERIENCE



CITY OF BROOKLYN POLICE FACILITY/CITY CENTER

The new combined City Center building centralizes the City's existing civic campus creating a combined Police Station and City Hall adjacent to the City's Recreation Center. The new facility includes areas for City Hall, Council & Mayors Court, Police Station, Vehicle Garage, Jail, Animal Warden Facility, and Building Support.

LOCATION

Brooklyn, OH

SERVICES PROVIDED

Construction Management

SIZE

56,000 SF

CONSTRUCTION VALUE

\$23.7 million

COMPLETION DATE

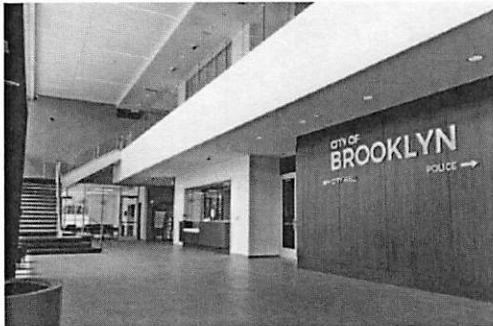
2023

ARCHITECT

Bowen Architecture

CLIENT CONTACT

Mayor Ron VanKirk
(216) 635-4221



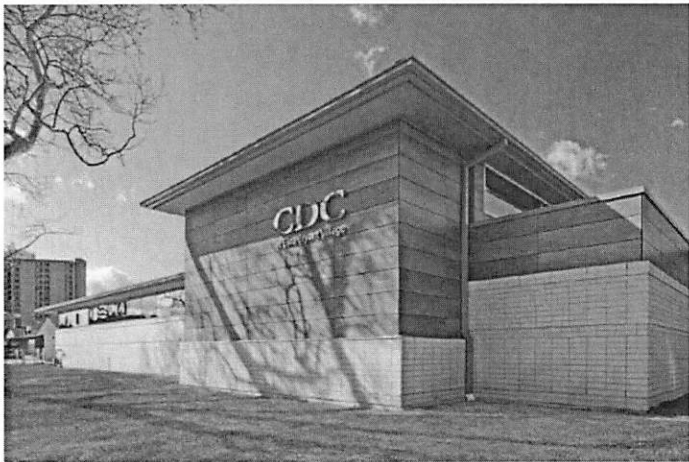
SIMILAR EXPERIENCE



CENTERS FOR DIALYSIS CARE

NEW CONSTRUCTION & RENOVATION OF MULTIPLE LOCATIONS

Panzica Construction has partnered with the Centers for Dialysis Care for both new construction and the interior renovation of multiple existing centers. The projects have included new dialysis care stations, nursing stations, waiting and reception areas, restrooms, and exterior façade alterations.



LOCATION

Cleveland, OH

SERVICES PROVIDED

Construction Management

SIZE

Various

CONSTRUCTION VALUE

Various

COMPLETION DATE

2011-2022

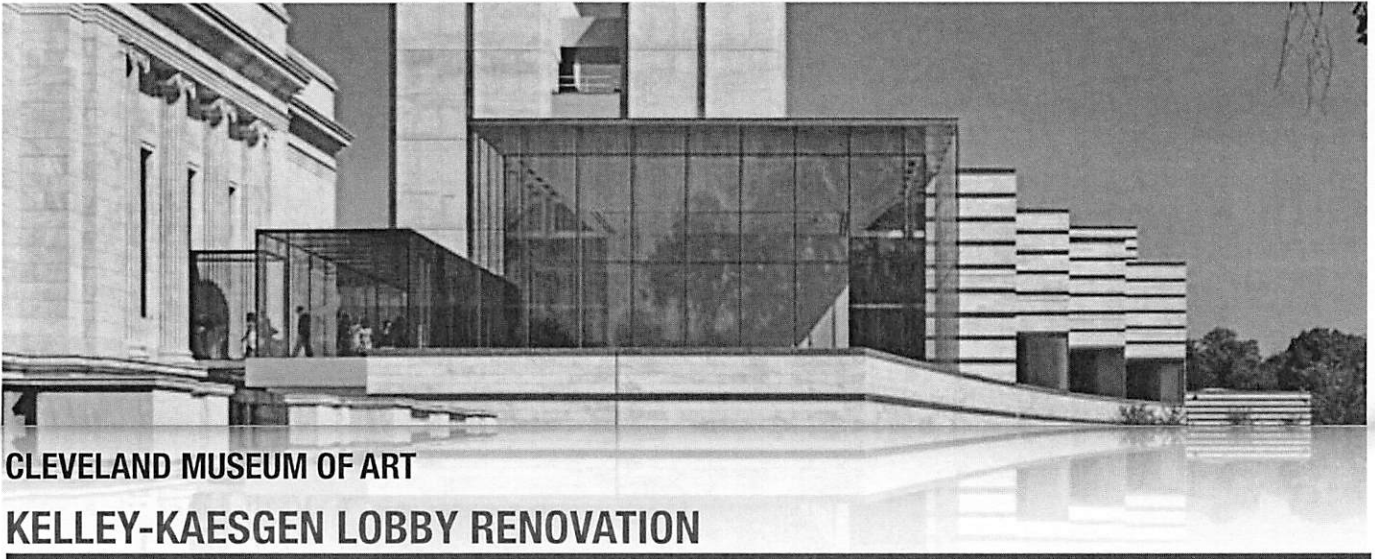
ARCHITECT

Various

CLIENT CONTACT

Cheryl Winterich (216) 658-0457

SIMILAR EXPERIENCE



CLEVELAND MUSEUM OF ART

KELLEY-KAESGEN LOBBY RENOVATION

Panzica Construction is underway on the Cleveland Museum of Art renovation of the existing Bruer Lobby, including restoring existing coffer ceilings and granite flooring to their luster. Work will occur on the main entrance lobby of the first floor and entrance from parking garage basement level of the museum simultaneously while keeping the flow of visitors continuing through the project.

LOCATION

Cleveland, OH

SERVICES PROVIDED

Construction Management

SIZE

18,000 SF

CONSTRUCTION VALUE

\$4.4 M

COMPLETION DATE

2024

ARCHITECT

DLR Architects

CLIENT CONTACT

Mike Mirwald (440) 417-2552





PROPOSAL CONTACT INFORMATION:

MAUREEN WESTROPP

MWESTROPP@PANZICA.COM

PHONE: 440-449-4102

FAX: 440-442-4179





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

October 24, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

Below are the responses to the items that need to be addressed:

Experience- Projects don't demonstrate 30% self-performance:

The projects that we provided, were recently completed projects that met the criteria of the size, complexity, with higher contract amounts. The two main factors of why these projects did not meet the 30% self-performance requirements are:

1. Each project the owner required that all scopes of work require a minimum of 3 (three) responsive bidders for each scope of work. Panzica Construction bid out all the scopes of work as required but was not the successful lowest bidder for all the scopes of work we would self-perform. Our bid tab response sheet for the Lorain County Crisis indicates we were not the lowest bidder for the CFMF, Metal Studs, Drywall and Interior Ceiling on this project.
2. Each of the listed projects had scopes of work or building elements that increased the cost of the projects which need to be performed by certified installers for those scopes of work.
 - a. Brooklyn City Center had jail detention equipment, security ceilings, detention security system and controls.
 - b. The Cleveland Museum of Natural History the project had delegated design of a very expressive and intricate building envelope, which included GFRC and FRP panels. It also included custom acoustical plaster.
 - c. The Cleveland Foundation utilized an integrated mass timber and structural steel frame.

Two projects we are currently working on are, The Streetsboro Community Center and The Cuyahoga County Public Library Brooklyn Branch, Panzica Construction was low bidder for multiply scopes of work and will be self-performing 34.1% to 27.8% of each project.

Experience – Documentation of referenced project missing:

See Attached Spread Sheet "Panzica Project Experience"

Experience – No list of company's recent experience is provided with supporting documentation requested:

See Attached Spread Sheet "Panzica Recent Experience"



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

Panzica Workforce Identification:

Panzica's Permanent Workforce that will be working on the project:

Direct Management Team:

Project Superintendent	Pete Klepek	North Ridgeville, OH
VP / Senior PM	Chris Montgomery	Valley City, OH
Project Manager	Danielle James	North Royalton, OH
Project Engineer	Emily Halidi	Chesterland, OH

Project Administration Support:

QAQC Manager	Ron Payto	Brecksville, OH
Controller	Jim Pintner	Avon Lake, OH
Project Estimator	Ryan Hamilton	Grafton, OH
General Filed Superintendent	Mike Picciano	Mentor, OH
Safety Manger	Dave Baker	Brookpark, OH

Panzica's Temporary Field Workforce:

Carpentry Project Manger	Pat Conochan	Chagrin Falls, OH
Carpenter	Seth Bittner	Elyria, OH
Carpenter	Brandon Frier	Amherst, OH
Carpenter	Wolfgang Loos	Columbia Station, OH
Carpenter	Larry Resko	Lagrange, OH

Additional workforce required for self-performed work will be hired from the Local Carpenters' and Labors' Unions Hall. Panzica Construction will seek new worker employment opportunities from Lorain County sources before seeking outside the area.



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer



Lorain County
Lorain County Crisis Receiving Center
6140 S. Broadway
Lorain, Ohio
October 24, 2023



Panzica Referenced Project Documentation

	Project Name	Original Contract Price	Change Orders	Costs Overruns	Substantial Completion Date On time (Yes/No)	Final Completion Date On time (Yes/No)	Extension Requests	Reason/s for Completions Dates that were not achieved.	Fines and Penlaties	Liens Filed	Contract Default	Quality of Work
	Brooklyn City Center	\$ 23,791,985	\$ 1,416,990	\$ -	No	No	Yes	Supply chain delays in the in production and delivery of the Permanent Generator Over (24 months Lead Time from Covid)	No	No	No	PCC QAQC Program was engaged from the start of the project for the Building Envelope and Interior finishes
	Cleveland Museum of Natural History	\$ 47,832,504	\$ 15,209,463	\$ -	Yes	Yes	No		No	No	No	PCC QAQC Program was engaged at the SD Document to manage the Building Envelope, Delegate Design (GFRC, metal panels, glass curtain wall) and Interior Finishes
	Cleveland Foundation	\$ 26,750,563	\$ 199,756	\$ -	Yes	Yes	No		No	No	No	PCC QAQC Program was engaged from the start of the project for the Building Envelope and Interior finishes

Lorain County
Lorain County Crisis Receiving Center
6140 S. Broadway
Lorain, Ohio
October 24, 2023



Panzica Recent Experience

	Project Name	Original Contract Price	Change Orders	Costs Overruns	Substantial Completion Date On time (Yes/No)	Final Completion Date On time (Yes/No)	Reason/s for Completions Dates that were not achieved.
	Brooklyn City Center	\$ 23,791,985	\$ 1,416,990	\$ -	No	No	Supply chain delays in the in production and delivery of the Permanent Generator Over (24 months Lead Time from Covid)
	Cleveland Museum of Natural History	\$ 47,832,504	\$ 15,209,463	\$ -	Yes	Yes	
	Cleveland Foundation	\$ 26,750,563	\$ 199,756	\$ -	Yes	Yes	
	FlexJet World Headquarters	\$ 22,667,995	\$ 8,398,631	\$ -	Yes	Yes	
	Beacon ASC	\$ 14,119,730	\$ 291,055	\$ -	Yes	Yes	
	Intro	\$ 101,888,827	\$ 9,701,297	\$ -	Yes	Yes	
	East Tech Culinary Program Kitchen	\$ 4,327,288	\$ 30,201	\$ -	Yes	Yes	
	Lincoln Electric Electronics Renovation	\$ 888,351	\$ 4,536	\$ -	Yes	yes	
	Cleveland Metroparks Zoo Tropical	\$ 7,691,623	\$ 205,943	\$ -	Yes	Yes	
	Cuyahog County Public Library Brooklyn Branch	\$ 15,177,753	\$ 140,218	\$ -	On Track		In Progress
	Gilmour Academy Tudor House / Commons	\$ 10,626,260	\$ 58,820	\$ -	On Track		In Progress
	Cleveland Public Library MLK Branch	\$ 14,486,867	\$ 1,203,784	\$ -	On Track		In Progress
	Streetsboro Community Center	\$ 3,258,877	\$ 146,286	\$ -	On Track		In Progress

**ADDITIONAL RESPONSIBLE BIDDER REQUIREMENTS
FOR CONTRACTS GREATER THAN \$250,000.00**

Check each box that applies.

- ☒ Company acknowledges that it will pay wages and benefits to workers assigned directly to the Project that total, equal or exceed the prevailing wages for comparable jobs as established by the Department of Commerce, Bureau of Wage and Hour, for the State of Ohio, inclusive of insurance and other paid benefits. Administration personnel, office personnel and supervisory personnel shall not be considered "workers";
- ☒ Company employees' wages and benefits are paid in accordance with the above paragraph and that said wages are reported to the Internal Revenue Service by way of a W-2 form and not a 1099 form;
- ☒ Company has available to its employees, health insurance compliant with the Patient Protection and Affordable Care Act;
- ☒ Company has in place a substance abuse program which includes periodic testing at least once every 12 months, and a treatment program for those employees who test positive for banned or illegal substance.
- ☒ Company's employees who are assigned to perform work on the Project have successfully completed a bona fide, OSHA approved safety program and that employees assigned to perform skilled trades work have completed or are currently enrolled in a bona fide, state approved training or apprenticeship program.
- ☐ Twenty percent (20%) of the workers directly assigned to the Project are non-Caucasian (Black, Hispanic, Asian, American Indian, etc.) and that at least fifteen percent (15%) of the workers directly assigned to the Project are female. For purposes of this paragraph, a worker may be counted to meet more than one requirement (e.g., Hispanic female).

The County reserves the right to grant relief from the requirement above, provided that the contractor has demonstrated to the County that it has made a good faith effort to comply based on objective, written criteria established by the County from time to time.

I hereby acknowledge that the foregoing information is true and correct to the best of my knowledge, information and belief and that failure to provide complete, truthful and accurate information may be grounds for immediate disqualification of any bid or proposal.

Signature

Mark Panzica, President
Typed name and title

Panzica Construction Company
739 Beta Drive Mayfield Village, Oh 44143
Company Name and Address

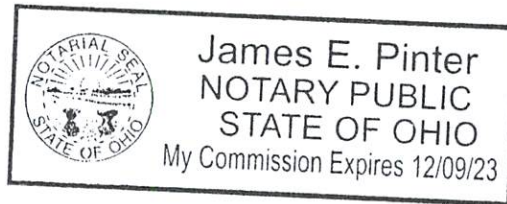
STATE OF OHIO
COUNTY OF LORAIN

Before me, a Notary Public for the State of ohio, appeared the above named MARK PANZICA, who acknowledged that they/he/she signed the foregoing instrument and that their signing was there/his/her free act and acknowledges the above statements are true.

In testimony whereof, I have hereto subscribed my name and affixed my seal this 10th day of October, 2023.

James E. Pinter

Notary Public, State of OHIO
Commission Expires





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

October 18, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

Panzica Construction will make every effort to meet the work force goals as stated in the "Responsible Bidder Requirements", on this project. The reason the box is not checked is the Diverse Labor Force in our marketplace is tight, especially the Female Workforce. Below is workforce achieved results on recent projects we have completed.

• Cleveland Foundation Headquarters	Minority 21%	Female 6%
• Intro	Minority 18.18%	Female 4.3%
• Euclid Grande	Minority 18.4%	Female 4.53%

Panzica Construction's best efforts to maximize the Work Force Participation will start with us working with the subcontractors on the project. Our contract agreement with all contractors on the project will state and outline the efforts that Contractor must make to find and employ a Diversified Workforce. We will also provide the tools to confirm their efforts and track their workforce participation. Next Panzica Construction and the Project Contractors will work with the Local Construction Unions to contact Minority and Female skilled construction tradesman for employment on this project. Lastly as a company Panzica Construction has been working with ACE Mentoring Program (High School Students with a focus on High School Seniors) and CLE Builds to provide opportunities to our young adults and especially minority and female young adults to join the skilled trades and professional pursuits with a diverse work force for this project (after graduation) and future projects.

Sincerely
Ken Flesse



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

October 31, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

The "Additional Responsible Bidder Requirements", which we have been asked to respond too. Please see Panzica Construction response and highlights of our Safety Program.

Panzica Construction has a Safety Program and a Dedicated Safety Director. The Safety Director, Project Superintendent and Key Trade Forman will have completed the OSHA 30-hour course as part of our Safety Program. The skilled tradesmen working on the site will have completed their required safety training as part of their apprentice training program to graduate to a Journeyman.

The Site-Specific Safety Plan Includes but is not limited to the following points:

- Written plan which covers typical safety items and OSHA codes sections, and site specific non-typical items which can be encountered on the specific site.
- Emergency procedures, local information for Hospital, Fire and Police, and Emergency Evacuation Plan.
- Fire Prevention program and "Hot Work Permit".
- First Day Safety Orientation Meeting for each Contractor.
- Daily Job Hazardous Analysis Forms.
- Weekly Contractors' Meeting. First point of business is to review project safety and any corrective measures that have been acted upon or need to be acted upon.
- Weekly Toolbox Talks.
- Worker safety violations, notifications, corrective measures, or termination program.
- Monthly training topics for Superintendents and Skilled Tradesmen.

Panzica Construction requires all Subcontractors on the project to submit information for our qualification program. One of the items for evaluation is the Subcontractors EMR rating. The EMR rating is an industry standard the evaluation of a company's past performance safety record. Additionally, we require that all Contractors submit their Site-Specific Safety Plan to Panzica Construction. Panzica Construction Safety Director and Project Superintendent during construction will review these safety plans with the subcontractor to make sure the subcontractor is following their plan.

Sincerely
Ken Flesse



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

November 1, 2023

Mr. Todd P. Cooper
Hill International, Inc.
9100 South Hills Blvd.
Suite 230
Broadview Heights, OH 44147

Mr. Cooper:

In response too: *that employees assigned to perform skilled trades work have completed or are currently enrolled in a bona fide, state approved training or apprenticeship program.*

Panzica Construction will contract with Union Contractors for the Performance of the work on this project. The Union Contractors are able to comply with the safety requirements and approved apprenticeship training programs.

We have attached an updated Subcontractors List noting the Union Contractors that will be performing work on this project.

Sincerely
Ken Flesse



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer



Subcontractors

Legend	Concrete	Masonry	Steel
Denotes Union	Phoenix Cement Contracting, LLC	The Metropolitan Builders Inc.	Lake Building Products Ltd
Contractor	440-243-5575	440-835-5252	216-486-1500
Material Supplier	55 Lou Groza Blvd	835 Canterbury Rd	1361 Chardon Rd
	Berea, OH 44017	Westlake, OH 44145	Euclid, OH 44117

Carpentry	Millwork/Casework	Waterproofing	Air and Vapor Barrier
Panzica Construction	Vivo Brothers, Inc	R.M.D. Company, LLC	Spectrum Insulation, Inc.
739 Beta Dr	330-629-8686	330-722-5639	216-383-9800
Cleveland, OH 44143	1387 Columbiana- Lisbon Rd	6254 Wooster Pike Rd	1380 East 170th St
	Columbiana, OH 44408	Medina, OH 44256	Cleveland, OH 44110
	OR		
	Wood Concepts		
	216-579-0500		
	2401 Train Ave		
	Cleveland, OH 44113		

Metal Panels	Roofing	Applied Fireproofing	Doors/Frames/Hardware
Brookpark Design Builders	Wilham Roofing Co. Inc.	Akron Fireproofing Inc.	Functional Building Supply
440-237-8440	440-238-3080	330-745-1133	216-587-4666
9664 Akins Rd Unit B	20501 Albion Rd	534 Wingerter St	18598 Cranwood Pkwy
North Royalton, OH 44133	Strongsville, OH 44149	Akron, OH 44314	Warrensville Hts, OH 44128
OR			
Kalkreuth Roofing and Sheet Metal			
304-232-8540			
53-14th St, Ste 100			
Wheeling, WV 26003			
OR			
The Ritenour Group			
330-425-3232			
2066 Case Pkwy S			
Twinsburg, OH 44087			

Coiling Counter Doors	Automatic Entrance	Glass and Glazing	Drywall/Acoustical Ceiling
Advanced Door Co.	Clark Anthony Construction LLC	Crystal Clear	Rocky Ridge Construction
216-883-2424	234-207-0631	330-273-0095	419-496-3639
5260 Commerce Pkwy West	1220 Kelly Ave	5844 Myrtle Hill Rd	5670 Cleveland Rd
Parma, OH 44130	Akron, OH 44306	Valley City, OH 44280	Wooster, OH 44691
Ceramic Tile	Carpet and Resilient	Resinous Flooring	Painting
Corcoran Tile & Marble, Inc.	Patella Carpet Tile	Centaur Contracting LLC	Popowski Paint & Paper
216-898-9920	330-758-4099	330-657-2347	440-653-5096
1250 E Schaaf Rd	6620 Market St	1518 SR 303	32860 Pin Oak Pkwy
Brooklyn Hts, OH 44131	Boardman, OH 44512	Peninsula, OH 44264	Avon Lake, OH 44012

Wall and Door Protection	Elevator	Fire Protection	Plumbing
Popowski Paint & Paper	Otis Elevator Company	Bassett Sprinkler	Wilkes Plumbing Heating
440-653-5096	216-217-8341	216-476-2500	419-433-2325
32860 Pin Oak Pkwy	9800 Rockside Rd, Ste 1200	4250 West 130th Street	205 Sprowl Rd
Avon Lake, OH 44012	Cleveland, OH 44125	Cleveland, OH 44135	Huron, OH 44839
		OR	
		S.A.Comunale	
		330-706-3040	
		2900 Newpark Drive	
		Barberton, OH 44203	

Lorain County Crisis



Subcontractors

HVAC	Electrical	Earthwork / Utilities	Asphalt Paving
Castle Heating & Air	Contemporary Electric, Inc	Chieftain Trucking & Excavating	Premier Asphalt Paving Co.
216-696-3940	440-975-9965	216-485-8034	440-237-6600
4944 Commerece Parkway	38150 Strumbly Place	3926 Valley Rd	10519 Royalton Rd
Warrensville Hgts, OH 44128	Willoughby, OH 44094	Cleveland, OH 44109	North Royalton, OH 44133
OR			OR
Sodexo			Infinity Paving
330-519-7461			440-946-6960
3847 Crum RD			50 E Highland Rd
Youngstown, OH 44515			Northfield Ctr, OH 44067

count				
Name	Asset Group	Manufacturer	Model	Description
Air Compressor	Compressors	Ingersoll-Rand	P185DWJD	Tow behind compressor
Air Compressor	Compressors	Ingersoll-Rand	P185DWJD	Tow behind compressor
Golf Cart	Equipment	E-Z-GO	Golf Cart	Golf cart
Golf Cart	Equipment	E-Z-GO	Golf Cart	Golf cart
Skid Steer	Equipment	John Deere	328	Skid steer loader
Skid Steer	Equipment	John Deere	328	Skid steer loader
Skid Steer	Equipment	John Deere	320	Skid steer loader
Skid Steer	Equipment	John Deere	320	Skid steer loader
Skid Steer	Equipment	John Deere	250	Skid steer loader
	Timber Saws	Prazi USA	PR-7000	12" beam cutter attachment
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Saws	Bosch	1365	Corded 14" Electric cut off saw
	Saws	Stihl	TS 420	14" gas cut off saw
	Blowers	Echo	PB-250LN	Gas handheld blower
	Generators	Yamaha	EF2000iS	1600 watt gas inverter generator
	Generators	Yamaha	EF2000iS	1600 watt gas inverter generator
	Surveying	Dietzen	6170	Theodolite
	Surveying	Topcon	AT-G6	Automatic level
	Lasers	Spectra Precision	Laserplane 500C	Dual grade laser level
	Surveying	Dietzen	6181	Uni site level
	Saws	Milwaukee	6460	Corded 10 1/4" circular saw
	Surveying	Topcon	AT-F6	Automatic level
	Lasers	Spectra Precision	LL500	Self leveling laser
	Surveying	Nikon	NE-20S	Theodolite
	Surveying	David White	TR-300	Transit
	Dispensers	Hilti	HDE 500-A22	Battery-powered hybrid/epoxy adhesive anchor dispenser
	Surveying	Sokkia	C3-2	Automatic level
	Surveying	Topcon	AT-F6	Automatic level
	Surveying	Nikon	NE-20H	Theodolite
	Lasers	Topcon	RL-H3CL	Rotating laser level
	Lasers	Topcon	RL-H4C	Rotating laser level
	Generators	Honda	EB 6500X	6500 watt gas generator
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Generators	Honda	EB 6500X	6500 watt gas generator
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Lawn and Garden	Ariens	938024	21" snow blower
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
Skilsaw	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
Jigsaw	Saws	Bosch	1587 AVS	Corded jig saw
	Generators	Generac	G0076761	8000 watt gas generator
	Generators	Generac	G0076761	8000 watt gas generator
	Saws	Makita	JV 0600	Corded jig saw
4.5" Grinder	Grinders	Hitachi	G 12SR4	4.5 " grinder

	Saws	Bosch	1587 AVS	Corded jig saw
	Lawn and Garden	Cub Cadet	11A-A92J710	Lawn Mower
4.5" Grinder	Grinders	Dewalt	D28402	4.5" angle grinder
Hammer Drill	Drills	Hitachi	D13VF	Corded 1/2" variable speed drill
	Trash Pumps	Tsurumi	Trash Pump	2" trash pump
7" Grinder	Grinders	Dewalt	DW474	7" angle grinder
	Saws	Echo	CS-3510	Gas chain saw
	Saws	Dewalt	DW746	10" table saw
Sawzall	Saws	Milwaukee	Sawzall	Corded reciprocating saw
4.5 Grinder	Grinders	Dewalt	DWE402	4.5" angle grinder
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
4.5" Grinder	Grinders	Dewalt	D28402	4.5" angle grinder
Sawzall	Saws	Milwaukee	Sawzall	Corded reciprocating saw
	Saws	Dewalt	DWE74911	Table saw with stand
	Blowers	Echo	PB-755ST	Backpack blower
Sawzall	Saws	Milwaukee	Sawzall	Corded reciprocating saw
	Lawn and Garden	Yard Machines	12A-A1BA729	Lawn mower
Sander	Sanders	Dewalt	DW Sander	Large Dewalt Sander model number starts with DW. Can't see SN on
	Pipe Stands	Piping Tools	Stand	V-head pipe stand
	Water Coolers	Oasis	Water Cooler	Water cooler
	Saws	Stihl	TS 400	Gas cut off saw
Sander	Sanders	Porter Cable	7335	Corded 5" orbital sander
9" angle grinder	Grinders	Metabo	W24-230 MVT	4.5 HP 9" angle grinder
	Carts/Dollies	Franklin	Hand Truck	2-wheeler hand truck dolly
7 1/4 circular saw	Saws	Makita	5007F	Corded 7 1/4" circular saw
Sander	Sanders	Milwaukee	Heavy Duty Sander	Heavy Duty 9" sander corded
Sander	Sanders	Bosch	B9600	Heavy Duty corded 9" sander
	Vacuums	Ridgid	HD12000	Wet and dry shop vac
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Nailers/Staplers	Senco	SFN40	Pneumatic 15 gauge finish nailer
	Meters/Testers	Fluke	62 Max	Thermometer
	Sanders	Ryobi	DS1200	Corded detail sander
	Grinders	Dewalt	DWE4559N	Corder 9" angle grinder
Laptop	Laptops	Dell	Latitude 7490	Laptop computer
	Blowers	Echo	PB-755ST	Backpack blower
sander	Sanders	Bosch	R0S20VS	Corded 5" orbital sander
7" angle grinder	Grinders	Makita	GA 7021	7" corded angle grinder
	Grinders	Metabo	WEV 15-12S HT	Corded 5" angle grinder
Palm Sander	Sanders	Dewalt	D26441	Corded orbital sander
	Laptops	Dell	Latitude 7490	Laptop computer
9" angle grinder	Grinders	Bosch	0601 322	9" corded angle grinder
	Saws	Dewalt	DCS369	Cordless 20V reciprocating saw
	Meters/Testers	Flir	MR160	Moisture imaging meter
Laptop	Ungrouped	Dell		
	Meters/Testers	General	MM1E	Moisture meter

Miter Saw	Saws	Dewalt	DWS716	12" miter saw
Air nailer	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Direct Fastening	Hilti	DX350	Powder actuated gun
Chop Saw	Saws	Dewalt	D28715	14" chop saw.
Air nailer	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Direct Fastening	Hilti	DX350	Powder actuated gun
	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Nailers/Staplers	Paslode	F350S	Pneumatic framing nailer
	Hammer Drills	Hilti	TE 76P	Corded SDS max demolition hammer
Miter Saw	Saws	Delta	Miter Saw	10" Miter saw
	Saws	Milwaukee	6390-20	Corded adjustable handle 7 1/4" circular saw
Stapler	Nailers/Staplers	Metabo	N5008AC	Pneumatic crown stapler
	Hammer Drills	Hilti	TE76-ATC	Corded SDS max demolition hammer
	Ladders	Werner	8' Step Ladder (Orange)	8' step ladder
	Ladders	Werner	10' Step Ladder (Orange)	10' step ladder
stapler	Nailers/Staplers	Paslode	A080T	Pneumatic framing nailer
Miter Saw	Saws	Dewalt	DW705	Miter Saw
	Ladders	Gorilla Ladders	Multi-Positional	22' multi position ladder
iPhone	Mobile Phones	Apple	Iphone 14	Apple iphone
Miter Saw	Saws	Black & Decker	Power Miter Saw	Miter saw
12" Miter Saw	Saws	Dewalt	DW706	12" Miter Saw
stapler	Nailers/Staplers	Senco		
Miter Saw	Saws	Makita	LS1030	Miter Saw
Stapler	Nailers/Staplers	Metabo	N 5008AC2	Pneumatic crown stapler
stapler	Nailers/Staplers	Senco	SLP 20	Pneumatic 18 gauge brad nailer
stapler	Nailers/Staplers	Senco	SLP 20	Pneumatic 18 gauge brad nailer
TV 4K - 65"	TVs	Vizio	V655-J09	Television
	Ladders	Werner	6' Step Ladder (Orange)	6' step ladder
	Ladders	Werner	6' Step Ladder (Orange)	6' step ladder
	Ladders	Werner	6' Step Ladder (Orange)	6' step ladder
	Ladders	Werner	6' Step Ladder (Blue)	6' step ladder
Core Rig	Core Rigs	Hilti	DD 150-U Core drill	Versatile diamond drilling tool for handheld or rig-based coring up to 1
	Nailers/Staplers	Senco	FinishPro 25XP	Pneumatic brad nailer
	Ladders	Louisville	6' Step Ladder (Orange)	6' step ladder
	Ladders	Gorilla Ladders	13' Multi Position	13' multi position ladder
	Ladders	Louisville	12' Step Ladder (Orange)	12' step ladder
***change both 12' to red	Ladders	Werner	12' Step Ladder (Orange)	12' step ladder
Nailer	Nailers/Staplers	Senco	SFN 40	Pneumatic 15 gauge finish nailer
	Ladders	Louisville	10' Step Ladder (Orange)	10' step ladder
Core Rig Stand	Core Rigs	Hilti	DD-ST 150-U	Drill stands for Hilti DD 150-U coring machines
	Ladders	Louisville	10' Step Ladder (Red)	10' step ladder
Air Compressor	Compressors	Dewalt	MK246	4 gallon electric compressor
	Ladders	Werner	14' Step Ladder (Orange)	14' step ladder
Air Compressor	Compressors	Dewalt	MK246	4 gallon electric compressor
	Ladders	Werner	8' Step Ladder (Orange)	8' step ladder

Air Compressor	Compressors	Dewalt	MK246	4 gallon electric compressor
	Ladders	Werner	40' Extension Ladder (Orange)	40' extension ladder
	Ladders	Werner	24' Extension Ladder	24' extension ladder
Conf Room	Ungrouped	Triger	Speed S SV2	
Conf Room	Core Rigs	Hilti	DD VP-U	Vacuum pumps for fastening diamond drilling systems without nee
Drill stand vacuum pump	Compressors	Senco	MK 200	4 gallon air compressor
Air Compressor	Fall Protection	DBI Sala	3504450	50' self retracting lifeline
	Nailers/Staplers	Dewalt	DWHT75021	Corded 5-in-1 nailer/stapler
Tacker	Core Rigs	Hilti	DWP 10	Water pump for core rig
Hand water pump	Heat Guns	Milwaukee		
Heat Gun	Fall Protection	Guardian	54' Retractable	54' leading edge retractable lifeline
	Fall Protection	Guardian	54' Retractable	54' leading edge retractable lifeline
Vacuum	Vacuums	Hilti	VC 40-UL Universal vacuum cleaner	Universal wet and dry vacuum cleaner with automatic filter cleanin
	Fall Protection	DBI Sala	Retractable	Retractable lifeline
Planer	Planers	Bosch	1594	Corded 3 1/4" planer
	Compressors	Husky	C603H	60 gallon air compressor
	Compressors	Husky	C603H	60 gallon air compressor
	Compressors	Husky	C603H	60 gallon air compressor
15" Miter saw	Saws	Hitachi	C 15FB	15" Miter Saw
	Fans	TPI Corp	SFSIS-750S	30" fan
	Fans	TPI Corp	SFSIS-750S	30" fan
	Fans	TPI Corp	SFSIS-750S	30" fan
	Fans	TPI Corp	SFSIS-750S	30" fan
Palm Router	Routers	Bosch	PR20EVS	Corded palm router
	Fans	TPI Corp	Fan	Pedestal fan
	Fans	TPI Corp	Fan	Pedestal fan
	Ladders	Cuprum	10' Step Ladder (Red)	10' step ladder
Planer	Routers	Bosch	B1450	Corded plunge router
Right Angle Drill	Drills	Dewalt	DW124	1/2 " Right Angle drill
	Lawn and Garden	Sweepster		Walk behind sweeper
Rotary Tool	Multi-Tools	Dremel	8220	Cordless 12V rotary tool
	Drills	Senco	DS300-AC	Cordless 12V rotary tool
Hinge Template	Door Jamb Kits	Bosch	83003 kit	Cordless 12V rotary tool
Planer	Planers	Ryobi	HPL51	Cordless 12V rotary tool
	Nailers/Staplers	Ramset	TF1100	Cordless 12V rotary tool
Door & Jamba Hinge	Door Jamb Kits	Bosch	Door & Jamb kit	Cordless 12V rotary tool
Planer	Planers	Ryobi	HPL52	Cordless 12V rotary tool
	Drills	Milwaukee	1001-1	Cordless 12V rotary tool
	Fans	TPI Corp	SFSIS-750S	Cordless 12V rotary tool
	Mobile Phones	Apple	Iphone 14	Cordless 12V rotary tool
	Vacuums	Ridgid	WD12701	Cordless 12V rotary tool
	Compactors	Wacker Neuson	WP1550A	Cordless 12V rotary tool
	Compactors	Wacker Neuson	WP1550A	Cordless 12V rotary tool
	Ventilation	Ramfan	UB20	Cordless 12V rotary tool
	Lawn and Garden	Ariens	921032	Cordless 12V rotary tool

Bulldog	Lawn and Garden	Toro	38473	18" snow blower
	Saws	Target	Floor Saw	Walk behind concrete saw
	Compactors	Wacker Neuson	BS50-2	Jumping jack
	Fans	Master	MHD-42-BDF-C	42" belt drive barrel fan
	Fans	Master	MHD-42-BDF-C	42" belt drive barrel fan
	Fans	Commercial Electric	BF24TFC	24" drum fan
	Fans	Commercial Electric	BF24TFC	24" drum fan
	Carts/Dollies	Adapa	Board Cart	Drywall cart
	Carts/Dollies	Unspecified	Board Cart	Drywall board cart
	Carts/Dollies	Unspecified	Board Cart	Drywall board cart
	Vacuums	Ridgid	HD12000	Wet and dry shop vac
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
	Vacuums	Eureka	NEU180	House floor vac
	Vacuums	Bissell	2488	House floor vac
	Drills	Dewalt	DCD991	Cordless 20V 1/2" drill
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Saws	Dewalt	DCS334	cordless 20v jigsaw
	Saws	Dewalt	DCS334	cordless 20v jigsaw
	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Dispensers	Melif	NL-237	Cordless 18V hot glue gun
	Nailers/Staplers	Everwin	FSN160	Pneumatic strip framing nailer 4"- 6 1/4"
	Saws	Dewalt	DCS570	Cordless 20V 7 1/4" circular saw
	Compressors	Emqlo	Compressor	Portable air compressor
	Drills	Dewalt	DW130V	Corded 1/2" VSR drill
	Drills	Dewalt	DCD709	Cordless 20V 1/2" hammer drill/drill driver
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Grinders	Makita	GA710A	Corded 7" angle grinder
	Stands	Workess	Roller Stand	Roller support stand
	Hammer Drills	Bosch	11255VSR	Corded SDS plus bulldog hammer drill
	Direct Fastening	Hilti	DX 36 M	Powder actuated gun
	Compressors	Campbell Hausfeld	HL540100	8 gallon air compressor
	Submersible Pumps	Unspecified	Submersible Pump	Corded sump pump
	Breakers	Bosch	0611304034	Corded jackhammer
	Carts/Dollies	Unspecified	Board Cart	Drywall board cart
	Saws	Dewalt	Dcs384	Cordless 20v porta band
	Saws	Dewalt	Dcs384	Cordless 20v porta band
	Hammer Drills	Dewalt	DCH133	Cordless 20V SDS plus hammer drill
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
	Saws	Dewalt	DCS570	Cordless 20V 7 1/4" circular saw
	Saws	Dewalt	DCS391	Cordless 20V circular saw
	Impacts	Dewalt	DCF894	Cordless 20V 1/2" impact wrench
	Carts/Dollies	Milwaukee Truck	Dolly	2-wheel hand truck
	Saws	Dewalt	DCS575	Cordless 20V 7 1/4" circular saw

	Saws	Dewalt	DCS331	Cordless 20V jig saw
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Drills	Dewalt	DCD996	Cordless 20V 1/2" hammer drill/driver
	Impacts	Dewalt	DCF885	Cordless 20V 1/4" impact driver
	Grinders	Dewalt	DCG418	Cordless 20V 6" grinder
	Hammer Drills	Dewalt	DCH273	Cordless 20V SDS plus hammer drill
	Saws	Skilsaw	HD77	Corded 7 1/4" worm drive circular saw
	Drills	Milwaukee	1660-1	Corded 1/2" hole shooter drill
	Saws	Milwaukee	6509-1	Corded reciprocating saw
	Batteries	Dewalt	6.0AH Flexvolt Battery	20V and 60V 6.0AH battery
	Submersible Pumps	Everbilt	Sump Pump	Corded sump pump
	Submersible Pumps	Everbilt	Sump Pump	Corded sump pump
	Fall Protection	DBI Sala	1084513	20' self retracting lifeline
	Saws	Dewalt	DCCS670	Cordless 20V and 60V chainsaw
	Fall Protection	3M	3100425	11' retractable lifeline
	Fall Protection	DBI Sala	3504433	20' self retracting lifeline
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Batteries	Dewalt	20V 5.0AH Battery	20V 5.0AH battery
	Drills	Dewalt	DCD999	Cordless 20V 1/2" hammer drill/drill driver
	Grinders	Dewalt	DCG414	Cordless 20V 6" grinder
	Fans	Commercial Electric	BF24TFC	24" drum fan
House Vacuum	Vacuums	Sanitaire	SC679K	
	Hammer Drills	Hilti	UH 700 Hammer drill	Corded two-speed, high-torque hammer drill driver for universal us
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
	Ungrouped	Dewalt		Cordless hammer drill
	Ungrouped	Dewalt	DFWXM05	
	Rotary Tools	Hilti	TE 70-ATC/AVR Rotary hammer	Very powerful SDS Max (TE-Y) rotary hammer for heavy-duty concre
	Grinders	Dewalt	DWE402	4.5" angle grinder
	Ungrouped	Bosch		Bosch bulldog extreme
	Saws	Milwaukee	Sawzall	Corded reciprocating saw
	Ungrouped	Milwaukee		Milwaukee 7 1/4 circular saw
Upright Vacuum	Vacuums	Sanitaire	sc679	
Upright Vacuum	Vacuums	Sanitaire	SC679J	
Upright Vacuum	Vacuums	Sanitaire	SC679K	
	Blowers	Echo	PB-755ST	Backpack blower
	Ungrouped			Glass suction plates
	Ungrouped			Glass suction cups
	Ungrouped			Glass suction cups
	Ungrouped			Glass suction cups
hammer drill cordless	Drills	Bosch	type 3611 J00 R10	2batteries and a charger
Ipad Pro	Ungrouped	Apple	Ipad Pro 4	

	Ungrouped	Metabo	S88V2	Sander
	Hammer Drills	Dewalt	DCH133	Cordless 20V SDS plus hammer drill
	Saws	Dewalt	DCS331	Cordless 20V jig saw
	Ungrouped	Dewalt	DCD985	Poor condition
	Ungrouped	Skilsaw	7510	3"x18" belt sander
	Ungrouped	Kreg	Track saw	Saw and tracks are listed together .
	Ungrouped	Dewalt	DCS361	Cordless sliding compound miter saw
	Ungrouped	D-73529 Schwab.Gmund	FMM250Q	Fein multi tool
	Ungrouped	Ryobi	A25RT03	Router Table
	Ungrouped	Ryobi	R163G	Ryobi router. It goes with the table.
	Ungrouped	Dewalt	DWE7485	
De Walt laser	Ungrouped	Dewalt	DW088LR	
DeWalt multi tool	Ungrouped	Dewalt	DCS356TY1	
	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Ungrouped	Dewalt		
	Ungrouped	Dewalt		
	Ungrouped	Dewalt	DWHTTR130LH	
	Ungrouped	Ramset	TF1200	
	Impacts	Dewalt	DCF887	cordless 20v 1/4"
	Ungrouped	Dewalt	DCS573	20volt cordless circular saw
	Ungrouped	Dewalt	DCD999 TY1	
	Ungrouped	Porter Cable	352VS	Variable speed 3"x21" belt sander
Heat gun cordless	Ungrouped	Dewalt	DCE530	
	Ungrouped	Apple	Ipad 6 Gen	Ipad wifi 128 space grey
	Meters/Testers	BW by Honeywell	GasAlert Micro Clip XL	4 gas air monitor. Detects gas that are present in the airOxygen Con
23ga Micro Pinner	Nailers/Staplers	Senco	FinishPro 23SXP	1/2" to 1-3/8" 23ga pins
Sds Plus Brushless Hammer Drill	Ungrouped	Dewalt	DCH133B	Cordless
Chalk Line Laser	Ungrouped	Dewalt	DW088	chalk line laser, red
	Ungrouped	Apple	Ipad Pro 4	
Glass Suction Cup	Ungrouped	Wood's Power Grip	G0695	Glass Suction Cup. There are 2, keep them together.
	Ungrouped	Wood's Power Grip	G0695	Glass Suction Cup. There are 2, keep them together.
Cordless sander	Ungrouped	Dewalt	DCW210	
Palm sander	Ungrouped	Hitachi	SV13YB	
Network Rolling Rack	Ungrouped	StarTech	Rolling Rack	
	Ungrouped	StarTech	Rolling Rack	
	Ungrouped	StarTech	Rolling Rack	
Rolling TV stand	Ungrouped	Miscellaneous	Rolling TV stand	
	Ungrouped	Miscellaneous	Rolling TV stand	
HP Deskto MFC	Ungrouped	HP	Laserjet MFP M477fnw	
	Network	Ubiquiti - Unifi	UDM Pro	Network dream machine
	Ungrouped	Ubiquiti - Unifi	Switch 16 - 150w	
	Ungrouped	Ubiquiti - Unifi	AP AC Pro	
	Ungrouped	CyberPower	PR500LCDRT1U	
DeWalt 3 spot laser	Lasers	Dewalt	DW08302CG	small laser Bob. straight up and down.
	Lasers	Dewalt	DW08302CG	small laser Bob. straight up and down.

15ga angled Finish Nailer	Nailers/Staplers	Dewalt	DCN650	15ga angled finish nailer
	Nailers/Staplers	Dewalt	DCN650	15ga angled finish nailer
Pressure Washer	Pressure Washer	Generac	0059950	3300 PSI Generac Pressure Washer. The ID tag is on the lower rear t
18ga Brad Nailer	Nailers/Staplers	Bostitch	BTFP12233	18ga Brad Nailer Nail range 5/8" - 2-1/8"
solid Surface Sander	Sanders	Festool	ETS 125 REQ	Solid Surface Sander5" velcro discs
compound miter saw	Saws	Dewalt	DWS779	12" compound miter saw with slide arm
Panel Mover	Ungrouped	Panel Mover	Panel Mover	Panel Movers
Panel Mover	Ungrouped	Panel Mover	Panel Mover	Panel Movers
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
18ga Brad Nailer	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Drills	Dewalt	DC759	1/2 inch cordless drill/driver
	Ungrouped	Dewalt	DC825	
1/4" cordless impact drill				
Dream machine	Network equipment	UniFi switch12-24	UDM Pro	Network dream machine
Network Equipment	Network	Ubiquiti - Unifi	Switch 16 - 150w	
Network equipment	Ungrouped	Ubiquiti - Unifi	Switch 16 - 150w	
Network equipment	Ungrouped	Ubiquiti - Unifi	Bulldog xtreme	
Hammer drill	Drills	Bosch	WEV 15-125 HT	Corded 5" angle grinder
6 inch grinder	Grinders	Metabo	VAC140A	
Hepa vac	Vacuums	Bosch	DCS356	
	Saws	Dewalt	DCS380	Cordless 20V reciprocating saw
	Saws	Dewalt	DCF620	
Drywall screwgun	Ungrouped	Dewalt	DCD796	Cordless 20V hammer drill/drill driver
	Drills	Dewalt	DCD796	Cordless 20V hammer drill/drill driver
	Drills	Dewalt	DCF890	
	Drills	Dewalt	DWE74911	Table saw with stand
table saw with stand	Saws	Dewalt	DCL050	
Worklight	Lights	Dewalt	DCH133	Cordless 20V SDS plus hammer drill
	Hammer Drills	Dewalt	DCG414	Cordless 20V 6" grinder
	Grinders	Dewalt	DCV581H	Heavy duty 2 gallon cordless wet/dry vacuum
	Vacuums	Dewalt	W 24-230 MVT	
	Grinders	Metabo	AI T50	
	Drills	Hilti	9070-20	
Impact wrench	Ungrouped	Milwaukee	GW513-60	
	Grinders	Bosch	DW474	7" angle grinder
	Grinders	Dewalt	DCD771	
	Drills	Dewalt	DCBL770	
	Blowers	Dewalt	xoc01	cordless rotozip, only to be used with backpack vacuum
cordless roto zip	Vacuums	Makita	XCV10	Backpack Vacuum to be used with cordless rotozip. Has 2 batteries.
Backpack Vacuum	Vacuums	Makita	DCE570	Cordless Glie Gun with 2 batteries
Cordless Adhesive Gun	Ungrouped	Dewalt	DCE555 TY1	Drywall RotoZip
Cordless Cut Out Took	Routers	Dewalt	DW718	
	Ungrouped	Dewalt	DW08302CG	small laser Bob. straight up and down.
	Lasers	Dewalt	DW08302CG	small laser Bob. straight up and down.
	Lasers	Dewalt	DCF887	cordless 20v 1/4"
	Impacts	Dewalt		

	Saws	Dewalt	DCS356	
	Ungrouped	Dewalt	Dcd780	
	Ungrouped			
Dewalt 30 cordless framing nailer	Ungrouped	Dewalt	DCN692	Dewalt 30 degree cordless framing nails. takes nails from 2" - 3-1/2'
Palm Nailer	Nailers/Staplers	Metabo	NH 9 OAB	Palm Nailer
	Nailers/Staplers	Dewalt	DCN650	15ga angled finish nailer
	Nailers/Staplers	Dewalt	DCN680	Cordless 20V 18 gauge brad nailer
	Saws	Dewalt	DCS575	Cordless 20V 7 1/4" circular saw
Drywall bench	Equipment	Ez-stride		
Upright vacume	Ungrouped	Renown	Reno8025	
	Vacuums	Ridgid	HD14000	Wet and dry shop vac
Upright vacume	Vacuums	Sanitaire	SC679K	
	Vacuums	Sanitaire	SC679K	
	Vacuums	Sanitaire	SC679K	
3/8 impact gun	Drills	Dewalt	DCF890	
	Drills	Bosch	Bulldog xtreme	

Update with Final After Award



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114		CONTACT NAME: Steven Galica PHONE (A/C, No, Ext): 216-306-0047 FAX (A/C, No): 216-839-2815 E-MAIL ADDRESS: sgalica@oswaldcompanies.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Panzica Construction Company 739 Beta Dr. Mayfield Village OH 44143		INSURER A: Valley Forge Insurance Co.	
		INSURER B: Continental Insurance Company	
		INSURER C: National Fire Insurance Co of Hartford	
		INSURER D: Berkley Assurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 278544001

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PMT 6080339947	12/31/2022	12/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> All Primary	Y	Y	BUA 6080339933	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUE 6080339902	12/31/2022	12/31/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Excludes Professional \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PMT 6080339947	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Ohio Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Contractors Professional Claims Made Retro Date: 01/12/2014	N	Y	PCADB-5021035-1222	12/31/2022	12/31/2023	Each Claim Aggregate Contractors Pollution \$2,000,000 \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Specimen
For Purposes of Evidencing
Coverage Only, OH 44143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Galica

© 1988-2015 ACORD CORPORATION. All rights reserved.



Update with Final After Award

DATE (MM/DD/YYYY)

12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114		CONTACT NAME: Steven Galica PHONE (A/C No. Ext): 216-306-0047 FAX (A/C No.): 216-839-2815 E-MAIL ADDRESS: sgatica@oswaldcompanies.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Valley Forge Insurance Co.	NAIC # 20508
		INSURER B: Continental Insurance Company	35289
		INSURER C: Ohio Casualty Ins Co	24074
		INSURER D: National Fire Insurance Co of Hartford	20478
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1580960603

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> At Primary <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PMT 6080339947	12/31/2022	12/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> At Primary	Y	Y	BUA 6080339933	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	Y	Y	CUE 6080339902	12/31/2022	12/31/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Excludes Professional \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PMT 6080339947	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liability	Y	Y	ECO (23) 61083445	12/31/2022	12/31/2023	Limit Excess Of \$10,000,000 \$14,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Specimen
For Purposes of Evidencing
Coverage Only, OH 44143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00430548

PANZICA CONST CO
739 BETA DR
CLEVELAND OH 44143-2326

Period Specified Below
07/01/2023 to 07/01/2024



www.bwc.ohio.gov

Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

KNOWN ALL MEN BY THESE PRESENTS,

That we, the undersigned Panzica Construction Company

739 Beta Drive, Mayfield Heights, OH 44143

(Name and Address)

as Principal and Federal Insurance Company

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound unto

Mental Health Addiction & Recovery Services Board of Lorain County

hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the

Principal to the Obligee on 10th Day of October, 2023,

to undertake the project known as: Lorain County Crisis Receiving Center

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporation any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of:

_____ dollars (\$_____).

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

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

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

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

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

SIGNED AND SEALED This 10th day of October, 2023.

PRINCIPAL: Panzica Construction Company

SURETY COMPANY ADDRESS:
BOND DEPARTMENT

BY: *James E. Pinter*

Federal Insurance Company
Company Name

TITLE: JAMES E. Pinter, Controller

SURETY: Federal Insurance Company

202B Hall's Mill Road
Street

COMPANY: Federal Insurance Company

BY: *Sharon Brickman*

Sharon Brickman, Attorney-In-Fact

Whitehouse Station, NJ 08889
City

Telephone No: 216-328-8080

Telephone No. 513-801-7469



SURETY AGENTS ADDRESS:

The Fedeli Group
Agency Name

5005 Rockside Rd., Suite 500
Street

Independence, OH 44131
City State Zip Code

Telephone No 216-328-8080



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Melanie Blankenburg, Sharon Brickman, Kevin S. Keller and Scott Liptak of Independence, Ohio -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 26th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 26th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

October 10, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/14/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FEDERAL INSURANCE COMPANY

of Indiana is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

FEDERAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$18,748,987,188, liabilities in the amount of \$14,471,130,473, and surplus of at least \$4,277,856,715.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2022

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 123,147	Outstanding Losses and Loss Expenses	\$ 9,263,034
United States Government, State and Municipal Bonds	3,769,695	Reinsurance Payable on Losses and Expenses	1,723,796
Other Bonds	5,964,508	Unearned Premiums	2,632,590
Stocks	245,498	Ceded Reinsurance Premiums Payable	380,182
Other Invested Assets	1,979,184	Other Liabilities	471,528
TOTAL INVESTMENTS	12,082,042	TOTAL LIABILITIES	14,471,130
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	381,723	Unassigned Funds	1,545,403
Chubb Indemnity Ins. Co.	185,044	SURPLUS TO POLICYHOLDERS	4,277,857
Chubb National Ins. Co.	194,379		
Other Affiliates	124,046		
Premiums Receivable	1,859,933		
Other Assets	3,519,415		
TOTAL ADMITTED ASSETS	\$ 18,748,987	TOTAL LIABILITIES AND SURPLUS	\$ 18,748,987


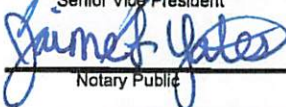
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,632 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022.

Sworn before me this March 16, 2023


 Senior Vice President

 Notary Public

September 19, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Jaime L. Yates, Notary Public
 Philadelphia County
 My commission expires September 19, 2023
 Commission number 1357070
 Member, Pennsylvania Association of Notaries

AFFIDAVIT

State of Ohio
County of Lorain

I, Mark Panzica, President swear that on October, 10, 2023, I/we
(name of signing party) (title)

Submitted a competitive bid for a contract with MHARS Board of Lorain County, Ohio for _____
(Project Name)

NON-COLLUSION

Lorain County Crisis Receiving Center, its agents, officers, or employees have not directly or indirectly
(Insert name of individual, partnership, corporation)

entered into any agreement, participated in a collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with this proposal.

ANTI-DISCRIMINATION STATEMENT

Panzica Construction Company, does hereby agree that in the hiring of employees for the performance of work
(Insert name of individual, partnership, corporation)

under this contract or any subcontract hereunder, no contractor or sub-contractor or any person acting on behalf of such
contractor shall by reason of race, creed or color, or handicap, discriminate against any citizen of the State of Ohio in the
employment of laborers or workers who qualify and who are available to perform work to which this contract relates.

Panzica Construction Company further agrees that no contractor, subcontractor nor any person acting on his behalf
(Insert name of individual, partnership, corporation)

shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract
on account of race, creed or color, or handicap.

PERSONAL PROPERTY TAX DISCLOSURE

Panzica Construction Company hereby state:
(Insert name of individual, partnership, corporation)

1. That on October 10, 2023, I/we received an award from MHARS Board of Lorain County for the contract.
2. That at the time the competitive bid was submitted I/we had/had not been charged with delinquent property taxes on any parcel of real estate within Lorain County, Ohio.
3. That the amount of due and unpaid delinquent taxes is \$ 0.00.
4. And that the amount of due and unpaid penalties and interest is \$ 0.00.

REAL ESTATE TAX DISCLOSURE

Panzica Construction Company hereby state:
(Insert name of individual, partnership, corporation)

1. That on October 10, 2023, I/we received an award from MHARS Board of Lorain County for the contract.
2. That at the time the competitive bid was submitted I/we had/had not been charged with delinquent Real Estate taxes on any parcel of real estate within Lorain County, Ohio.
3. That the amount of due and unpaid delinquent taxes is \$ 0.00.
4. And that the amount of due and unpaid penalties and interest is \$ 0.00.

[Signature], President
(Signature - Title)

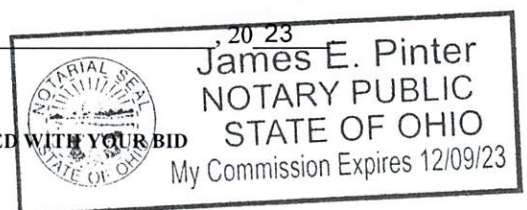
Panzica Construction Company
(Company Name)

Sworn to and subscribed before me this 10th day of October

[Signature]
Notary Public

44

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Panzica Construction Company	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 739 Beta Drive	Requester's name and address (optional)
6 City, state, and ZIP code Mayfield Village, Ohio 44143	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
3	4		-	1	0	1	9	7	6 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► **October 10, 2023**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SAFETY POLICY STATEMENT

Panzica Construction Company does hereby agree that all employees for the performance of work under this contract or any subcontract hereunder, shall comply with all Federal, State, County and Local safety standards, policies and procedures.

Panzica Construction Company further agrees to submit a copy of the company's safety standards, policies and procedures upon request.

Date: October 10, 2023 By: Mark Panzica, President

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID



739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

Site Specific Safety Program

At Panzica Construction, our people are our most important asset and their safety is our greatest responsibility. It is Panzica Construction policy that every employee is entitled to a safe and healthy place to work. When a person enters a jobsite, he or she has a right to expect that they will be provided with a safe place in which to work, safe machines and tools with which to do the job and that they will be able to devote their energies to their work.

There is a basic responsibility for the Panzica team, as well as all Contractors, Subcontractors and Consultants to make the safety and health of all workers onsite a part of our daily concern. All employees on this jobsite are expected to use the safety equipment provided to them by their respective employers. Rules of conduct, as well as, rules of safety and health shall be observed and obeyed at all times by any person entering the jobsite. Safety equipment must not be destroyed, misused or abused.

EMERGENCY PROCEDURES

1. In order to not interfere with employees hearing an emergency signal. Radios are not allowed to be used on site weather standard radios, or cell phones or electronic devices with ear buds.
2. Panzica Construction will provide fire extinguishers located at intervals that meet all federal, state and local codes. Employees will need to learn where firefighting equipment is located and learn how to use it. At a minimum each employee should be trained in the P.A.S.S. method of using a Fire Extinguisher.
3. Fire extinguishers: If any fire extinguisher is discharged, Panzica Construction is to be notified and an incident report filled out.
4. In case of Fire:
 - Immediately call 911 and notify Panzica Construction
 - Follow building evacuation plan which will be established by Panzica Construction.
 - **NOTE: the evacuation plan can and will change as needed based on the scope of work at the time.**
 - Any employees on site when the plan changes will be made aware of the changes.



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

GENERAL SAFETY RULES

ALL SAFETY RULES MUST BE OBEYED. FAILURE TO DO SO WILL RESULT IN DISCIPLINARY ACTION BEING TAKEN,

JOBSITE ATTIRE:

- **All persons visiting, or working on site are required to wear; hard hats, safety glasses, and some form of high visibility clothing (vests, shirts, or jacket).**
- Shirts and long legged pants must be worn to protect against burns, weld splatter, and cuts. Minimum clothing for the upper body is a "T" shirt, with a minimum sleeve length of 4" from the shoulder, cut off sleeves (or tank tops) will not be allowed on the jobsite. Footwear must be a work type, boots or shoe, no tennis, dress or open shoes on site.

JOBSITE CONDUCT:

- No horseplay will be tolerated on the jobsite. Injury or removal from the job, or both, can be the result.
- Smoking is not permitted within the building, offices, and office trailers or within 50 feet of a building entrance.
- Chewing tobacco and/or sunflower seeds will not be allowed within the building, offices, or office trailers
- The use of illegal drugs or alcohol or being under the influence of same on the project shall be cause for removal from the job. Employees who use strong prescription drugs that warns against driving or using machinery should notify their respective supervisor prior to beginning the workday.
- Anyone found loitering, pandering or engaging in lewd activities, fighting or other rowdy behavior, using profane language or gestures or otherwise disrupting the smooth and efficient flow of work and or activities on the site, will be removed from the job site and prohibited from future work on this project.
- Sanitation facilities have been or will be provided for your use. Defacing or damaging these facilities is forbidden.
- Never throw anything "off the building" material and debris are to be moved by lifts, or chutes.

SAFETY PRACTICES:

- Panzica Construction is not directly responsible for providing safety, and safety equipment for the Contractors, or their workers; however Panzica Construction and any other representative of the Owner shall have the right, but not the responsibility, to stop any action which is considered unsafe.
- Failure to comply with any elements of this section shall be cause to withhold progress payments.
- Each Contractor shall have a comprehensive hazard communication program, and shall provide and maintain two (2) complete Hazcom manuals at the jobsite, including SDS sheets for all products used or supplied for the work. One of the manuals shall be located in the Panzica Construction office, and the other shall be located in the Contractor's field office. These manuals shall both be maintained and updated when new SDS sheets are required. No requisition shall be processed until the Contractor's SDS books are on file.



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

- All workers should notify their supervisor of unlabeled or suspect toxic substances immediately and avoid contact. All workers should know where the material safety data sheets are located on the site.
- Each Contractor shall submit a comprehensive safety manual plan to Panzica Construction and shall be required to comply with all requirements of said plan. No requisitions shall be processed until the safety manual is on site.
- Each Contractor is responsible for the safety of all personnel on the jobsite. Each Contractor shall perform any work necessary to maintain a safe jobsite for all workers and visitors. In addition to this general responsibility of all Contractors, certain specific tasks have been assigned to contractors in accordance with the specific scope of work. Each contractor shall comply with all applicable laws as they apply to maintaining a safe construction job site.
- Each Contractor when they need to alter the normal flow of employees exiting the building (such as closing stairways) shall assist with the development of a plan detailing how exiting required by the applicable building code shall be maintained during construction. The plan shall indicate temporary construction required to isolate construction equipment, materials, people, dust, fumes, odors and noise during the construction period
- Each Contractor shall be responsible for daily inspections to assure that construction materials, equipment or debris do not block fire exits or emergency egress points.
- Each Contractor shall hold "Tool Box" safety meetings with employees on a weekly basis, or more often as necessary, and shall submit evidence of all safety meetings to Panzica Construction.
- Each Contractor shall submit accident and injury reports to Panzica Construction no later than 24 hours after the incident. In the event of an injury the contractor is required to fill out an accident form as soon as physically possible with as much information as possible. This form can be updated at a later time after medical treatment if required.
- Each Contractor is responsible for providing fire extinguishers where needed, based on their scope of work, and OSHA & NFPA codes. Panzica Construction will provide fire extinguishers located at intervals that meet all federal, state and local codes, for emergency evacuation purposes.
- Each Contractor is responsible to take all steps to prevent fires. The Contractor safety representative shall conduct an inspection of the work area, before any hot work can begin. Subcontractors shall appoint an employee who shall serve as a fire watch. This employee shall be in the area during hot work and as needed (a minimum of one half hour) after the hot work to watch for any fire. The fire watch shall have all firefighting equipment (water hose, fire extinguishers) in the work area before the hot work starts.
- Each Contractor is responsible to inspect power tools and equipment daily to assure that they are in proper working order. Worker should not use power tools and equipment until they have been properly instructed in safe work methods and become authorized to use them. Be sure that all guards are in place. Do not remove, displace, damage or destroy any safety device or safeguard furnished or provided for use on the job.
- Areas of overhead work will need to be coordinated with Panzica Construction prior to commencement of work. Building entrances that have overhead work being performed will need to be closed off and barricaded by the contractor performing the overhead work. These closures will need to be coordinated with the Panzica Construction in advance so that all contractors on the site can be aware of the closure. Do not enter an area which has been roped off, flagged, or barricaded.
- Each Contractor is responsible to provide a legal means of transportation to and from the jobsite. Riding in the back of an open pickup truck is not allowed. All transportation will be in closed vehicles only.



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

- Trenches must be properly protected by shored/ sloped or shielding and comply with all the OSHA requirements. Keep out of trenches or cuts that have not been properly protected. Excavated or other material shall not be stored nearer than 2 feet from the edge of any excavation. All excavations must be fenced off whenever work is not being performed in or around the excavation. If you must work around power shovels, cranes, trucks, and dozers, make sure operators can always see you.
- All Contractors are required to clean their own work area consistently throughout the workday. All Contractors shall provide daily debris removal to the dumpsters. Failure to comply with cleaning requirements will activate Panzica Construction / Owner remedies, all cost associated with providing a cleanup crew will be back charged to the offending contractor(s).
- All Contractors shall create a specific safety plan for any "confined space" entry, in conjunction with their task plan for the work done in the space. A competent person must be named for this work.
- All Contractors shall call Ohio Utilities Service OUPS at 1-800-362-2764 before they dig.
- All Contractors shall have only trained-authorized employees operate any equipment. Where OSHA requires certification for PIT-RTFLs those operators shall have all required training and certification and copies will be provided to the Panzica Construction.
- All cranes that will be used on site will have a current annual inspection, and will be barricaded to prevent employees from getting into the "swing radius" of the crane. A lifting plan shall be developed before any crane work commences. The lifting plan shall include daily inspections for all the rigging equipment.
- All workers on the job will be required to attend a safety orientation outlining the expectations on the jobsite,
- Each Contractor using ladders must be aware of basic hazards,, such as the following items:
 - Use the "four to one" rule when using a ladder. One foot of base for every four feet of height.
 - Always secure the bottom of the ladder with cleats and/or safety feet. Lash off the top of ladder to avoid shifting.
 - Ladders must extend a min. of three feet above a landing for proper use.
 - Defective ladders must be properly tagged and removed from service.
 - Keep ladder base free of debris such as, hoses, wires, material, etc.
- Each Contractor requiring the use of scaffolding shall be responsible to provide a scaffold erection plan to the Panzica Construction prior to the erection of and scaffolding system. Included within the plan shall be:
 - Name of the competent person onsite that will be responsible for monitoring the erection process and performing the daily inspection of the scaffold
 - Erection and dismantling plan for the scaffold system
 - Daily inspection process and forms. Scaffold Inspections shall be performed in accordance with the OSHA regulations and noted on the Subcontractors JHA forms which will need to be turned into the Panzica Construction.
- Each Contractor requiring the use of Bakers (type) Scaffolding will be required to utilize handrails at all times when platforms are 4'-0" or more above a walking working surface. Wheels need to be locked



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer





739 Beta Drive, Mayfield Village, Ohio 44143 / Phone (440) 442-4300 / Fax (440) 442-4179

when the scaffolding is in use and rolling the scaffolding when occupied must be in accordance with OSHA Subpart L standards.

- Each Contractor requiring the use of fall protection will be responsible to develop a fall protection plan that will outline how they will provide fall protection for their employees. The plan must also include a rescue plan in the event that an employee does fall. The use of safety harness with safety lines when working from unprotected areas, greater than 6 feet high is mandatory, unless the employees are working under other OSHA Subparts that have trigger heights other than Subpart M. All fall protection must be inspected daily per OSHA Subpart M.
- All Contractors must have a Silica Program that meets the OSHA requirements, including an "Exposure Control Plan"
- Each contractor is required to complete a "Job Hazard Analysis" of all activities performed on the jobsite. These reports will be required to be turned into the Panzica Construction on a regular basis.



Construction Management- Design Build- General Contracting
Since 1956

An Equal Opportunity Employer



Subcontractors

Legend	Concrete	Masonry	Steel
Denotes Union	Phoenix Cement Contracting, LLC	The Metropolitan Builders Inc.	Lake Building Products Ltd
Contractor	440-243-5575	440-835-5252	216-486-1500
Material Supplier	55 Lou Groza Blvd	835 Canterbury Rd	1361 Chardon Rd
	Berea, OH 44017	Westlake, OH 44145	Euclid, OH 44117

Carpentry	Millwork/Casework	Waterproofing	Air and Vapor Barrier
Panzica Construction	Vivo Brothers, Inc	R.M.D. Company, LLC	Spectrum Insulation, Inc.
739 Beta Dr	330-629-8686	330-722-5639	216-383-9800
Cleveland, OH 44143	1387 Columbiana- Lisbon Rd	6254 Wooster Pike Rd	1380 East 170th St
	Columbiana, OH 44408	Medina, OH 44256	Cleveland, OH 44110
	OR		
	Wood Concepts		
	216-579-0500		
	2401 Train Ave		
	Cleveland, OH 44113		

Metal Panels	Roofing	Applied Fireproofing	Doors/Frames/Hardware
Brookpark Design Builders	Wilham Roofing Co. Inc.	Akron Fireproofing Inc.	Functional Building Supply
440-237-8440	440-238-3080	330-745-1133	216-587-4666
9664 Akins Rd Unit B	20501 Albion Rd	534 Wingerter St	18598 Cranwood Pkwy
North Royalton, OH 44133	Strongsville, OH 44149	Akron, OH 44314	Warrensville Hts, OH 44128
OR			
Kalkreuth Roofing and Sheet Metal			
304-232-8540			
53-14th St, Ste 100			
Wheeling, WV 26003			
OR			
The Ritenour Group			
330-425-3232			
2066 Case Pkwy S			
Twinsburg, OH 44087			

Coiling Counter Doors	Automatic Entrance	Glass and Glazing	Drywall/Acoustical Ceiling
Advanced Door Co.	Clark Anthony Construction LLC	Crystal Clear	Rocky Ridge Construction
216-883-2424	234-207-0631	330-273-0095	419-496-3639
5260 Commerce Pkwy West	1220 Kelly Ave	5844 Myrtle Hill Rd	5670 Cleveland Rd
Parma, OH 44130	Akron, OH 44306	Valley City, OH 44280	Wooster, OH 44691
Ceramic Tile	Carpet and Resilient	Resinous Flooring	Painting
Corcoran Tile & Marble, Inc.	Patella Carpet Tile	Centaur Contracting LLC	Popowski Paint & Paper
216-898-9920	330-758-4099	330-657-2347	440-653-5096
1250 E Schaaf Rd	6620 Market St	1518 SR 303	32860 Pin Oak Pkwy
Brooklyn Hts, OH 44131	Boardman, OH 44512	Peninsula, OH 44264	Avon Lake, OH 44012

Wall and Door Protection	Elevator	Fire Protection	Plumbing
Popowski Paint & Paper	Otis Elevator Company	Bassett Sprinkler	Wilkes Plumbing Heating
440-653-5096	216-217-8341	216-476-2500	419-433-2325
32860 Pin Oak Pkwy	9800 Rockside Rd, Ste 1200	4250 West 130th Street	205 Sprowl Rd
Avon Lake, OH 44012	Cleveland, OH 44125	Cleveland, OH 44135	Huron, OH 44839
		OR	
		S.A.Comunale	
		330-706-3040	
		2900 Newpark Drive	
		Barberton, OH 44203	

Lorain County Crisis



Subcontractors

HVAC	Electrical	Earthwork / Utilities	Asphalt Paving
Castle Heating & Air	Contemporary Electric, Inc	Chieftain Trucking & Excavating	Premier Asphalt Paving Co.
216-696-3940	440-975-9965	216-485-8034	440-237-6600
4944 Commerece Parkway	38150 Strumbly Place	3926 Valley Rd	10519 Royalton Rd
Warrensville Hgts, OH 44128	Willoughby, OH 44094	Cleveland, OH 44109	North Royalton, OH 44133
OR			OR
Sodexo			Infinity Paving
330-519-7461			440-946-6960
3847 Crum RD			50 E Highland Rd
Youngstown, OH 44515			Northfield Ctr, OH 44067

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: _____

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☒ Subcontractor ☐ Material Supplier ☒ Professional Services ☐ Goods & Services

EDGE Business Name: Construction Support Solutions, LLC

EDGE Business Address: 525 Avon Belden Rd., Suite 1
Avon Lake, Ohio 44012

EDGE Certification Number: 202303-3764 E-mail: anna.klee@constructionsupportsolutions.com

Contact Person: Anna Klee Phone: 440-653-9482

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

CPM Scheduling

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

Thirty one thousand seven hundred ninety _____ and zero _____ /100 dollars (\$ 31,790.00).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business

Authorized Signature
Anna Klee President
Name and Title
October 10, 2023
Date Signed

Bidder or Proposer

Authorized Signature
Mark Panzica, President
Name and Title
October 10, 2023
Date Signed

END OF DOCUMENT

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: _____

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☐ Subcontractor ☒ Material Supplier ☐ Professional Services ☐ Goods & Services

EDGE Business Name: River City Building Solutions, LLC

EDGE Business Address: 19885 Detroit Road #173

Cleveland, OH 44116

EDGE Certification Number: EDGE - 20822 E-mail: peggy@rivercitybuildingsolutions.com

Contact Person: Peggy Powers Phone: 216-333-1491

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

Metal Deck Supplier

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

Ninety Three Thousand Six Hundred _____ and 0 _____ /100 dollars (\$ 93,600 _____).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business

Peggy Powers
Authorized Signature

Peggy Powers, President

Name and Title

October 18, 2023

Date Signed

Bidder or Proposer

Mark Panzica
Authorized Signature

Mark Panzica, President

Name and Title

October 10, 2023

Date Signed

END OF DOCUMENT

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: _____

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☐ Subcontractor ☒ Material Supplier ☐ Professional Services ☐ Goods & Services

EDGE Business Name: River City Building Solutions, LLC

EDGE Business Address: 19885 Detroit Rd, #173
Cleveland, OH 44116

EDGE Certification Number: EDGE-20822 E-mail: Peggy@RiverCityBuildingSolutions.com

Contact Person: Peggy Powers Phone: 216-333-1491

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

ELECTRICAL MATERIALS

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

Four hundred thousand _____ and _____ 00 /100 dollars (\$ 400,000.00).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business

Peggy Powers
Authorized Signature
Peggy Powers, President
Name and Title
10/13/23
Date Signed

Bidder or Proposer

David Panzica
Authorized Signature
~~Mark Panzica, President~~ David Panzica, Vice President
Name and Title
October 10, 2023
Date Signed

END OF DOCUMENT

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: _____

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☒ Subcontractor ☐ Material Supplier ☐ Professional Services ☐ Goods & Services

EDGE Business Name: Cuyahoga Fence, LLC

EDGE Business Address: 5814 Highland Rd, Highland Heights, OH 44143

EDGE Certification Number: 202212-110 **E-mail:** ritas@cuyahogafence.com

Contact Person: Rita Samorezov **Phone:** 216-830-2200

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

Trucking

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

Forty two thousand and 00 /100 dollars (\$ \$42,000.00).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business

Rita Samorezov
Authorized Signature
Rita Samorezov, Managing Member
Name and Title
October 13, 2023
Date Signed

Bidder or Proposer

David Panzica
Authorized Signature
~~Mark Panzica, President~~ David Panzica, Vice President
Name and Title
October 10, 2023
Date Signed

END OF DOCUMENT

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: _____

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☒ Subcontractor ☐ Material Supplier ☐ Professional Services ☐ Goods & Services

EDGE Business Name: CK Insulation

EDGE Business Address: 27105 Knickerbocker Rd
Bay Village, Ohio 44140

EDGE Certification Number: 202307-6478 E-mail: danny@ckohio.com

Contact Person: Katherine Cover Phone: 440-250-8832

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

Insulator

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

One Hundred Thirty One Thousand and 0 /100 dollars (\$ 131,000.00).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business

Katherine Cover

Authorized Signature
President

Name and Title
10-16-23

Date Signed

Bidder or Proposer

David Panzica

Authorized Signature
Mark Panzica, President David Panzica, Vice President

Name and Title
October 10, 2023

Date Signed

END OF DOCUMENT

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: _____

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☒ Subcontractor ☐ Material Supplier ☐ Professional Services ☐ Goods & Services

EDGE Business Name: EJS Construction, Ltd.

EDGE Business Address: 13173 Ebb Tide Circle

North Royalton, Ohio 44133

EDGE Certification Number: EDGE-221538 E-mail: ejsconstruct@gmail.com

Contact Person: Lisa Lancellotti Phone: 216-990-6490

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

Plumbing Insulation and Firestopping for Plumbing Penetrations

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

70,000 and 00 /100 dollars (\$ 70,00.00).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business



Authorized Signature

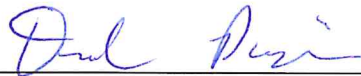
Lisa Lancellotti President

Name and Title

10/12/23

Date Signed

Bidder or Proposer



Authorized Signature

~~Mark Panzica, President~~ Dave Panzica, Vice President

Name and Title

October 10, 2023

Date Signed

END OF DOCUMENT

Document 00 45 39 - EDGE Affidavit
State of Ohio Standard Requirements for Public Facility Construction

EDGE PARTICIPATION

Certified Statement of Intent to Contract and Perform

Bidder or Proposer: Submit one fully completed form for each EDGE-certified Business

Project: Lorain County Crisis

Project Name: Lorain County Crisis Receiving Center

A. Bidder or Proposer's Company Name: Panzica Construction Company

Mark all that apply:

☐ Multi-Prime Contract ☒ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

B. EDGE-certified Business information (for contract at ANY tier)

Mark all that apply:

☐ Subcontractor ☒ Material Supplier ☐ Professional Services ☐ Goods & Services

EDGE Business Name: Contractor Connection Inc

EDGE Business Address: 1828 Perry Dr. SW - Rear
Canton, OH 44706

EDGE Certification Number: 17892 E-mail: info@contcon.com

Contact Person: Maria Maculaitis Phone: 330-479-9894

Insert detailed description of materials, labor, services, supplies, etc. (may use industry codes – continue on separate page):

Materials ROOFING

C. Certification of Intent

By signing below, the Bidder or Proposer certifies that it intends to contract with the EDGE-certified Business for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business certifies that it intends to contract with the Bidder or Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the estimated cost of:

sixty-five thousand and zero /100 dollars (\$ 65,000.00).

In the event the named Bidder or Proposer is NOT awarded a Contract, this Statement shall be null and void.

EDGE-certified Business

Maria C. Maculaitis
Authorized Signature

Maria Maculaitis - President
Name and Title

10/16/2023
Date Signed

Bidder or Proposer

David Panzica
Authorized Signature

David Panzica, Vice President
Name and Title

October 10, 2023
Date Signed

END OF DOCUMENT

PROPOSED SUBSTITUTIONS

REFER TO THE "INSTRUCTIONS TO BIDDERS" STANDARDS & SUBSTITUTIONS. BIDDER SHALL LIST HERE ANY SUBSTITUTIONS FOR WHICH CONSIDERATION IS DESIRED AND ANY PRICE CHANGE TO THE BASE BID FOR EACH SUBSTITUTION DESIRED, IF SUCH SUBSTITUTION IS ACCEPTED.

BASE BID NAME, BRAND MAKE OR METHOD	PROPOSED SUBSTITUTION	TO THE BASE BID		
		ADD	DEDUCT	NO CHANGE
Not Applicable				

IT IS UNDERSTOOD AND AGREED THAT THE PROPOSAL SUBMITTED IS BASED ON FURNISHING "STANDARDS" AS SPECIFIED AND ENTITLES THE BIDDER TO REQUIRE SUCH NAMED MATERIALS AND/OR METHODS TO BE INCORPORATED IN THE PROJECT, EXCEPT IF SUBSTITUTION FOR SAME, BASED ON SUPPLEMENTARY QUOTATIONS ENTERED ABOVE, ARE ACCEPTED AND SUBSEQUENTLY MADE A PART OF THE WRITTEN CONTRACT.



SIGNATURE OF BIDDER

October 10, 2023

DATE

AGREEMENT

This agreement, made this _____ day of _____ 20_____

Between Mental Health Addiction and Recovery Services Board of Lorain County, Ohio, hereinafter called the party of the first part, and Panzica Construction Company of 739 Beta Drive Mayfield Village, OH 44143 and Panzica Construction Company's successors, executors, administrators and assigns hereinafter called the party of the second part.

WITNESSETH: That for and in consideration of payments hereinafter mentioned, to be made by party of the first part, party of the second part agrees to furnish all materials, excepting the following: Items designated on the plans and specifications as Owner Furnished Equipment (OFE) and all appliances, tools and labor, and perform all the work required for the construction of the Base Bid and Alternates 1, 2 and C of the Lorain County Crisis Receiving Center Project, Lorain County, Ohio according to the plans and specifications and estimates and to the satisfaction and acceptance of the party of the first part. In consideration of the premises the party of the first part agrees to pay the party of the second part the sum of Fourteen Million, One Hundred Thirty Thousand, One Hundred and Forty Eight Dollars (\$14,130,148.00).

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed by Board, and the party of the second part has affixed its name.

MHARS Board of Lorain County, Ohio

By: _____

SIGN HERE

Panzica Construction Company

By:

SIGN HERE

APPROVED AS TO FORM:

SIGN HERE

Lorain County Prosecutor

Complete, Notarize and File After Award and Contract Execution

NOTICE OF COMMENCEMENT

UNDER SECTION 1311.252 OF
THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____, SS.

The undersigned, being duly sworn according to law, states that the information set forth in this Notice of Commencement is true to the best of the undersigned's knowledge, information and belief.

Notice is hereby given pursuant to Section 1311.252 of the Ohio Revised Code of the public improvement described and situated as follows:

1. The name of the improvement is: Lorain County Crisis Receiving Center
2. Location of the public improvement is: 6130 South Broadway Avenue, Lorain OH 44053
3. The number of the public improvement is: N/A
4. The name of the Public Authority is: Mental Health Addiction and Recovery Services (MHARS) Board of Lorain County
5. The address of the Public Authority is: 1173 North Ridge Road East Lorain, OH 44055
6. The owner of the property is: Norcare Enterprises, Inc.
7. The address of the property owner is: 6140 South Broadway Avenue, Lorain OH 44053
8. The date the Public Authority first executed a contract with a general contractor for the public improvement is: _____
9. The general contractors and their sureties for the public improvement are:

Contractor: Panzica Construction Company

Contractor's Address: 739 Beta Drive
Mayfield Village, OH 44143

Contractor's Trade: General Contractor

Contractor's Surety: Federal Insurance Company

Surety's Address: 202B Hall's Mill Road
Whitehouse Station, NJ 08889

10. The name and address of the representative of the public authority upon whom service shall be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Public Authority: MHARS Board of Lorain County

By: _____

Name: Michael Doud

Title: Executive Director

STATE OF OHIO

COUNTY OF _____, SS.

Sworn to before me and subscribed in my presence by **Michael Doud**, this _____ day of _____, 2023.

(Notary Public)

My Commission Expires on _____.

Barry Completing Auditor Certification

CERTIFICATION OF LORAIN COUNTY AUDITOR

Lorain, Ohio, _____, 20____

I hereby certify that there is sufficient money in the Mental Health Addiction & Recovery Services of Lorain County General Funds, or has been levied and placed on the duplicate and in the process of collection, not otherwise appropriated, for the payment of this contract, amounting to \$ \$14,130,148.00 .

SIGN HERE

LORAIN COUNTY AUDITOR

APPROVAL OF PROSECUTING ATTORNEY

Lorain, Ohio, _____, 20____

I hereby certify that I have examined this contract between the MHARS Board of Lorain County, and Panzica Construction Company and find the same to be in accordance with the provisions of law and the same is hereby approved.

SIGN HERE

Prosecuting Attorney,
Lorain County

PREVAILING WAGE COORDINATOR

The Mental Health Addiction & Recovery Services Board of Lorain County has designated Barry Habony as Wage Coordinator, in accordance with Section 4115.071 of the Ohio Revised Code. His office is located at 1173 North Ridge Road East, Lorain, Ohio 44055. Contractors are required to supply to the Wage Coordinator, a schedule of the dates during the life of his contract with Lorain County on which he is required to pay wages to his employees. He shall also deliver to the Wage Coordinator a certified copy of his payroll within two weeks after the initial pay date and supplemental reports for each month thereafter, which shall exhibit for each employee, his name, current address, social security number, number of hours worked, rate of pay, job classification, fringe payments, and deductions from his wages. If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and shall state that the payroll is correct and complete and that during the payroll period, all persons employed on said project have been paid the full weekly wages earned, that no rebates have or will be made either directly or indirectly to, or on behalf of said contractor or subcontractor for the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions.

LISTING OF VIOLATORS OF PREVAILING WAGE

If you or any principal contractor or subcontractor appear on a list of violators as filed with the Secretary of State pursuant to Ohio Revised Code Section 4115.133, you are not qualified to bid on this project if within two years of the date of your conviction.

PREVAILING WAGE COORDINATOR MONITORING PROCEDURES AT PROJECT SITE

1. Wage Coordinator shall spot check employees pay checks in the field on the scheduled pay days for full compliance, with regard to the prevailing wage rates, including benefits. See sections 4115.031 and 4115.11.
2. Wage Coordinator shall visit the project site to get names of employees performing work on the project site, to cross check with payroll reports submitted. See section 4115.07.
3. Wage Coordinator shall verify the subcontractors performing work on the project site with regard to whether they have been approved by the contracting authority. See Section 4115.05.
4. Wage Coordinator shall check to see that the prevailing wages are posted on the project site in a place accessible to employees. See section 4115.07.

PREVAILING WAGE MEMORANDUM

A. Contract and subcontract provisions.

1. Redetermination of Rate. If the contract under which the prevailing wage is to be paid is not entered into, or work thereunder commenced within 90 days from the date of determination, then a redetermination must be obtained. See section 4115.05.
2. Contracts. Every contract with the contractor must provide each laborer, workman, or mechanic employed by the contractor or any subcontractor, or other persons about or upon the project must be paid at the Prevailing Wage provided in Chapter 4115. See section 4115.05.
3. Subcontracts. No contractor or subcontractor under a contract for the project shall sublet any work unless specifically authorized to do so by the contract. See section 4115.05.

B. Reporting obligations placed on contractors and subcontractors.

1. General. Contractors and subcontractors should comply with all reporting provisions applicable to them under Chapter 4115, including the following items:
2. Reports to Employees: On the first pay date, furnish each employee not covered by a collective bargaining agreement or an understanding with a bona fide labor organization (a) individual written notification of the job classification assigned to each employee (b) the Prevailing Wage determined applicable to that classification (separated into hourly rate of pay and fringe benefits); and (c) the identity of the Wage Coordinator. Each contractor and subcontractor must also furnish individual written notification to each affected employee every time the job classification of the employee is changed. See section 4115.05.
3. Payment of Wages: Each contractor and subcontractor must make full payment of the Prevailing Wage in legal tender without deductions as described in, or otherwise provided by Section 4115.07. See Section 4115.07.

The obligation to make the required payments may be discharged in the manner described in section 4115.031.

Employers who have not established a plan by a labor agreement or otherwise for the provision of wages as defined in division (E)(2) of Section 4115.03 must pay the Prevailing Wage in full in cash. See section 4115.11.

4. Records to be maintained: Contractors and subcontractors must maintain payroll records with respect to the wages paid to and the number of hours worked by each employee, which must cover all disbursements of wages to employees who are required to be paid not less than the Prevailing Wage. The records must be open to inspection by the Bureau or the Wage Coordinator and are not to be destroyed or removed from Ohio for one year following the completion of the project. See section 4115.07.
5. Posting at project site: Contractors or subcontractors must post in a prominent and accessible place on the project site a legible statement of the schedule of the Prevailing Wages specified in the contract of the various classifications of laborers, workmen, and mechanics employed, which is to remain posted during the life of each contract. See section 4115.07.
6. Report to the Wage Coordinator: As soon as performance is begun under their contract, each contractor or subcontractor must supply or deliver to the Wage Coordinator (a) a schedule of the dates during the life of the contract on which they are required to pay wages to employees and (b) a certified copy of the payroll within two weeks after the initial pay date and supplemental reports for each month thereafter which contain each employee's name, current address, social security number, number of hours worked during each day of the pay period covered and the total for each week, hourly rate of pay, job classification, fringe benefits, and deductions from wages. If the contract life is expected to be no more than four months from the beginning of performance, the supplemental reports shall be filed **each week** after the initial report. See section 4115.071(c).
7. Preparation of payroll certification: Each payroll certification must be executed by the contractor, subcontractor, or their duly appointed agent, recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the contract. See section 4115.071(c).

C. Duties Of The Wage Coordinator

The wage Coordinator's duties are those specified in Section 4115.071 which include, without limitation, establishing and maintaining for public inspection, files of payroll reports and affidavits submitted by contractors and subcontractors pursuant to Section 4115.03 to 4115.16, ascertaining from contractors or subcontractors, at the beginning of performance under the contract, dates during the life of the contract when payments of wages to employees are to be made; receive from each contractor or subcontractor a copy of the complete payroll as required, establish and follow procedures to monitor compliance by each contractor and subcontractor with the requirements imposed by Chapter 4115 for timely filing of copies of payroll records; and reporting any

delinquency in filings of certified payroll to the Director of the Bureau of Employment Services. See section 4115.071.

D. Enforcement And Penalties

1. Halt of Work: If the Bureau's investigation discloses that a contractor or subcontractor has failed to pay the Prevailing Wage, the Director may order a halt on the part of the contract for which less than Prevailing Wage has been paid until such time as the defaulting contractor has filed a bond with the Bureau in the amount set by the Bureau, conditioned upon payment of the Prevailing Wage. The Bureau may not order the work halted unless it (a) provides written notice to the contractor or subcontractor and their sureties and (b) holds a hearing pursuant to Section 4115.13. See section 4115.15.
2. Employee Suit for Recovery: Any employee upon a project paid less than the applicable Prevailing Wage may recover from the person, firm, or corporation that constructs the project twice the difference between the applicable Prevailing wage and the amount paid to him. The employee may file suit for recovery within sixty days of the Director of the Bureau of Employment Service's determination of any violations of Chapter 4115.03 to 4115.16. If the employee wins, the employer must pay the costs and reasonable attorney's fees allowed by the court. See section 4115.10(A). Section 4115.032 also provides that "...the Bureau of Employment Services shall, and any interested person may, bring proceedings under such section, to enforce compliance." The term "interested party" is defined in Section 4115.03(F) as follows: "(F) 'Interested party', with respect to a particular improvement, means: (1) Any person who submits a bid for the purpose of securing the award of a contract for construction of the public improvement; (2) Any person acting as a subcontractor of a person mentioned in division (f)(1) of this section; (3) any bona fide organization of labor which has as members or is authorized to represent employees of a person mentioned in division (F)(1) or (2) of this section and which exists, in whole or in part, for the purpose of negotiating with employers concerning wages, hours, or terms, and conditions of employment of employees; (4) any Association having any members of the persons mentioned in division (F)(1) or (2) of this section."
3. Employee complaint to Bureau: Any employee on the project paid less than the applicable Prevailing Wage file a written complaint with the Bureau and, at the employee's written request, the Director may take an assignment of a claim in trust for the assigning employee and bring any legal action necessary to collect the claim. The employer is to pay the cost and reasonable attorney's fees allowed by the Court if found in violation of Section 4115.03 to 4115.16. See section 4115.10(B).
4. Bureau Suit for Recovery: If upon investigation, the Director determines that a violation has occurred, and no employee files a lawsuit or requests the Director to take an assignment of his wage claim within sixty days, the

Director **must** bring legal action to collect **twice** the amount owed to employees. See section 4115.10(c).

5. **Bureau Investigation**: The Director of the Bureau of Employment Services, either upon motion or within five days of the filing of a complaint by an employee under Section 4115.10 or by an interested party under 4115.16 must investigate any alleged violation of Sections 4115.03 to 4115.16. The investigation, powers, duties, hearings, and results of convictions are set forth in sections 4115.131 and 4115.132, O.R.C. For further action on complaints of violations and action by the Bureau, see section 4115.16. See sections 4115.13, 4115.131, 4115.132, 4115.14, and 4115.16.
6. **Penalties**: Section 4115.99 provides that whoever violates Division (c) of Section 4115.071 (Reports to Wage Coordinator, payroll certification), 4115.10 (Failure to pay requisite wage level), and 4115.11 (method of payment – cash) is guilty of a misdemeanor of the second degree for the first offense; and for each subsequent offense, guilty of a misdemeanor of the first degree. For penalty for misdemeanors, see section 2929.21.
7. **List of Convicted Contractors and Subcontractors**: The Bureau is to file with the Ohio Secretary of State a list of contractors and subcontractors who it finds have been prosecuted and convicted for violations of Sections 4115.03 to 4115.16 and each such contractor or subcontractor will be prohibited (a) from contracting directly or indirectly with any public authority for the construction of a public improvement, or (b) from performing any work on a public improvement as a contractor or subcontractor for a period of two years from the date of conviction. In addition, no public authority is to award a contract to any such contractor or subcontractor during the time its name appears on such list. See section 4115.133.

E. **General**

The Bureau is empowered to make reasonable regulations for contractors and subcontractors to facilitate the administration of the applicable Chapter 4115, O.R.C. requirements. See section 4115.12.

It is recommended that when contacting the Bureau for the Determination and requesting the identity or designation of a Wage Coordinator, also request a copy of any regulations that may have been adopted pursuant to Section 4115.12.

**Affidavit Of Compliance
PREVAILING WAGES**

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the _____
(Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)


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

(Notary Public)

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

LAW1003

Prevailing Wage Determination Cover Letter

County: LORAIN 

Determination Date: 09/04/2023

Expiration Date: 12/04/2023

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



STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	MHARS Board of Lorain County	Date: 09/04/2023 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:		
Street Address:	1173 North Ridge Road East	
Address 2:		ODOC Date Stamp
City, OH	Lorain, OH	
ZIP:	44055	
Email:	toddcooper@hillintl.com It is required that you list your e-mail address here.	
County of Public Authority:	LORAIN 	
P.A. Phone:	440-240-7025	

Project Information

Project Name:	Lorain County Crisis Receiving Center	ODOC Date Stamp (Bld Tab)
Site Address:	6130 South Broadway	
City, OH	Lorain, OH	
ZIP:	44053	
County of Project:	ADAMS 	
Prevailing Wage Coordinator Name	Barry Habony	
Address:	1173 North Ridge Road E	
City,	Lorain, OH	
ZIP:	44055	
Phone:	(440) 787-2075	
Issuing Authority of Bonds:		
Estimated Total Overall Project Cost:	\$18,000,000	
Type of Financing:		
Type of Construction:	<input checked="" type="radio"/> New Construction <input type="radio"/> Old Construction	
This Project is	<input type="radio"/> Residential <input checked="" type="radio"/> Commercial	
Expected Date of Contract Award:	10/24/23 example 05/31/98	
Projected Completion Date:	04/30/25 example 05/31/98	
Project Comments:	(optional) 	

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Submit

Please contact our [Webmaster](#) with questions or comments.

LAW 1002



- [forms](#)
- [contacts](#)
- [about LAWS](#)
- [search](#)

Ohio Department of Commerce

Bureau of Wage & Hour Administration

[Consumers](#)
[Business](#)
[License/Permit Holders & Applicants](#)
[Other Government Agencies](#)
[Back to wage rate search](#) [Back to Home](#)
Classification = All, County = LORAIN, Union = All

County	Classification	Effective	Posted	Union
LORAIN	Asbestos Worker	8/23/2018	8/23/2018	Asbestos Local 207 OH
LORAIN	Asbestos Worker	9/21/2022	9/21/2022	Asbestos Local 3 Heat & Frost Insulators
LORAIN	Boilermaker	4/3/2019	4/3/2019	Boilermaker Local 744
LORAIN	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (A)
LORAIN	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (B)
LORAIN	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble Finisher)
LORAIN	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Marble Mason)
LORAIN	Bricklayer	5/24/2023	5/24/2023	Bricklayer Local 23 (Cleveland Terrazzo Finisher)
LORAIN	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)
LORAIN	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)
LORAIN	Bricklayer	5/3/2023	5/3/2023	Bricklayer Local 23 (Cleveland)
LORAIN	Carpenter	8/30/2023	8/30/2023	Carpenter Commercial Zone NEO 1C
LORAIN	Carpenter	8/30/2023	8/30/2023	Carpenter Floorlayer Zone NEO 1C
LORAIN	Carpenter	8/30/2023	8/30/2023	Carpenter Hev Hwy Zone NHH C1-D
LORAIN	Carpenter	6/15/2022	6/15/2022	Carpenter Insulation NE Zone 1B
LORAIN	Carpenter	8/30/2023	8/30/2023	Carpenter Millwright NE Zone M1-A
LORAIN	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
LORAIN	Carpenter	8/30/2023	8/30/2023	Carpenter Pile Driver Hev Hwy Zone NHH P2-B
LORAIN	Cement	8/25/2021	8/25/2021	Cement Mason Local 404
LORAIN	Cement	7/14/2010	7/14/2010	Cement Mason Local 5 (Lorain Only)
LORAIN	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide HevHwy
LORAIN	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Cleveland Commercial Projects
LORAIN	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Cleveland Municipal Power & Transit
LORAIN	Lineman	3/1/2023	3/1/2023	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
LORAIN	Lineman	3/1/2023	3/1/2023	Electrical Local 71 High Tension Pipe Type Cable
LORAIN	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Outside Utility Power
LORAIN	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
LORAIN	Elevator	5/30/2012	5/30/2012	Elevator Local 17
LORAIN	Elevator	6/8/2022	6/8/2022	Elevator Local 17
LORAIN	Glazier	5/1/2023	4/26/2023	Glazier Local 181
LORAIN	Ironworker	12/24/2020	12/24/2020	Ironworker Local 17
LORAIN	Laborer Group 1	5/1/2023	4/26/2023	Labor HevHwy 2
LORAIN	Laborer	5/3/2023	5/3/2023	Labor Local 758 Building
LORAIN	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - Building Local 18 - Zone I (A)
LORAIN	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - HevHwy Zone I
LORAIN	Drywall Finisher	5/1/2023	4/26/2023	Painter Local 505
LORAIN	Painter	6/10/2015	6/10/2015	Painter Local 639
LORAIN	Painter	3/22/2023	3/22/2023	Painter Local 639 Zone 2 Sign
LORAIN	Painter	5/31/2023	5/31/2023	Painter Local 707
LORAIN	Painter	5/31/2023	5/31/2023	Painter Local 707 HwyHwy
LORAIN	Sprinkler Fitter	8/30/2023	8/30/2023	Pipefitter Local 120
LORAIN	Plaster	5/31/2023	5/31/2023	Plasterer Local 526
LORAIN	Plumber/Pipefitter	7/1/2023	6/28/2023	Plumber Pipefitter Local 42
LORAIN	Sheet Metal Worker	8/2/2023	8/2/2023	Sheet Metal Local 33 Industrial Door
LORAIN	Sheet Metal Worker	6/1/2023	5/31/2023	Sheet Metal Local 33 (Vermilion)
LORAIN	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 1 Locals 20.40.92.92b.100.175.284.438.377.637.908.957
LORAIN	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 2 Locals 20.40.92.92b.100.175.284.438.377.637.908.957
LORAIN	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 3 Locals 20.40.92.92b.100.175.284.438.377.637.908.957
LORAIN	Electrical	4/12/2023	4/12/2023	Electrical Local 129 Inside
LORAIN	Electrical	7/27/2022	7/27/2022	Electrical Local 129 Inside Lt Commercial Northern
LORAIN	Electrical	11/10/2022	11/10/2022	Electrical Local 129 Lightning Protection
LORAIN	Voice Data Video	4/12/2023	4/12/2023	Electrical Local 129 Voice Data Video
LORAIN	Electrical	5/10/2023	5/10/2023	Electrical Local 38
LORAIN	Electrical	7/5/2023	7/5/2023	Electrical Local 38 Lightning Rod
LORAIN	Electrical	1/11/2023	1/11/2023	Electrical Local 38 Lt Commercial Northern
LORAIN	Voice Data Video	5/10/2023	5/10/2023	Electrical Local 38 Voice Data Video
LORAIN	Roofer	4/30/2023	4/26/2023	Roofer Local 44
LORAIN	Roofer	6/7/2023	6/7/2023	Roofer Local 88

[Back to home](#)

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

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

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

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Change # : LCN01-2022sksLoc3

Craft : Asbestos Worker **Effective Date :** 09/21/2022 **Last Posted :** 09/21/2022

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Insulation Worker	\$41.23	\$14.40	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.63	\$86.25
Fire Stop Specialist	\$41.23	\$14.40	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.63	\$86.25
Fire Stop Technician	\$34.10	\$14.40	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50	\$69.55
Apprentice	Percent										
1st year	50.20	\$20.70	\$14.40	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.10	\$46.45
2nd year	63.68	\$26.26	\$14.40	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$55.78
3rd year	69.25	\$28.55	\$14.40	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.95	\$60.23
4th year	82.70	\$34.10	\$14.40	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50	\$69.55

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

Ratio :

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA*, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE*, GEAUGA, HARRISON, HOLMES, HURON, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis automatically renewable unless revoked by the Union upon 15 day written notice by the employers. Erie (to Sandusky limits)

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, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping and any 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: **Boilermaker Local 744**

Change # : **LCNO1-2019fbLoc744**

Craft : **Boilermaker** Effective Date : **04/03/2019** Last Posted : **04/03/2019**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$38.05		\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$67.76	\$86.78
Apprentice	Percent											
1st 6 months	70.02	\$26.64	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$56.35	\$69.67
2nd 6 months	72.52	\$27.59	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$57.30	\$71.10
3rd 6 months	75.00	\$28.54	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$58.25	\$72.52
4th 6 months	77.51	\$29.49	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$59.20	\$73.95
5th 6 months	80.00	\$30.44	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$60.15	\$75.37
6th 6 months	85.03	\$32.35	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$62.06	\$78.24
7th 6 months	90.00	\$34.25	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$63.96	\$81.08
8th 6 months	95.00	\$36.15	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$65.86	\$83.93
Helper	60.00	\$22.83	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$52.54	\$63.96

Special Calculation Note : Other is Supplemental Health

Ratio :

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

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: Bricklayer Local 23 Heavy Hwy (A)

Change # : LCN01-2023ibLoc23HwyA

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$32.40		\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.70	\$67.90
Apprentice	Percent											
1st year	70.00	\$22.68	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.98	\$53.32
2nd year	80.00	\$25.92	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.22	\$58.18
3rd year	90.00	\$29.16	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.46	\$63.04

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 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, 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: Bricklayer Local 23 Heavy Hwy (B)

Change # : LCN01-2023ibLoc23HevHwyB

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$33.39	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.70	\$69.39
Apprentice	Percent										
1st year	70.00	\$23.37	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$42.68	\$54.37
2nd year	80.00	\$26.71	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$46.02	\$59.38
3rd year	90.00	\$30.05	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$49.36	\$64.39

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

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

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: Bricklayer Local 23 (Cleveland Marble Finisher)

Change # : LCN01-2023ibLoc23ClevMarFin

Craft : Bricklayer Effective Date : 05/24/2023 Last Posted : 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Finisher	\$30.55		\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.31	\$61.59
Apprentice Tile Marble Finishers	Percent											
1st 6 months	60.00	\$18.33	\$9.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.28	\$37.44
2nd 6 months	70.02	\$21.39	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.15	\$47.85
3rd 6 months	75.00	\$22.91	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.67	\$50.13
4th 6 months	80.00	\$24.44	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.20	\$52.42
5th 6 months	85.00	\$25.97	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.73	\$54.71
6th 6 months	90.00	\$27.50	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.25	\$57.00

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

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

Ratio :

1-2 Journeymen to 1 Apprentice
3- 4 Journeymen to 2 Apprentice
5-6 Journeymen to 3 Apprentice
7-8 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA, PORTAGE, 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: Bricklayer Local 23 (Cleveland Marble Mason)

Change # : LCN01-2023ibLoc23ClevMarMas

Craft : Bricklayer Effective Date : 05/24/2023 Last Posted : 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Horizontal Marble Mason	\$27.10		\$9.85	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.07	\$60.62
Masonry Maintenance Specialist	\$13.55		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.55	\$20.33
Apprentice	Percent											
1st 6 Months	60.00	\$16.26	\$9.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.11	\$34.24
2nd 6 Months	65.00	\$17.62	\$9.85	\$1.60	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.74	\$38.54
3rd 6 Months	70.00	\$18.97	\$9.85	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.94	\$48.42
4th 6 Months	75.00	\$20.33	\$9.85	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.30	\$50.46
5th 6 Months	80.00	\$21.68	\$9.85	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.65	\$52.49
6th 6 Months	85.02	\$23.04	\$9.85	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.01	\$54.53
MASON TRAINEES												
1st 90 Days	45.00	\$12.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.20	\$18.29
1st year after 90 Days	45.00	\$12.20	\$9.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.05	\$28.14
2nd Year	50.00	\$13.55	\$9.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$30.18

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

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Ratio :

1-2 Journeyman to 1 Apprentice
3-4 Journeyman to 2 Apprentices
5-6 Journeyman to 2 Apprentices
6-10 Journeyman to 3 Apprentices

1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainee
4 Apprentice permits 2 Mason Trainee

Special Jurisdictional Note :**Details :**

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

Jurisdiction (* denotes special jurisdictional note) :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Terrazzo Finisher)

Change # : LCN01-2023ibLoc23ClevTerFin

Craft : Bricklayer Effective Date : 05/24/2023 Last Posted : 05/24/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Terrazzo Finisher	\$30.55		\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.31	\$61.59
Apprentice Terrazzo Finishers	Percent											
1st 6 months	60.00	\$18.33	\$9.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.28	\$37.44
2nd 6 months	70.02	\$21.39	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.15	\$47.85
3rd 6 months	75.00	\$22.91	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.67	\$50.13
4th 6 months	80.00	\$24.44	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.20	\$52.42
5th 6 months	85.00	\$25.97	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.73	\$54.71
6th 6 months	90.00	\$27.50	\$9.95	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.25	\$57.00

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

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

Ratio :

1-2 Journeymen to 1 Apprentice
 3- 4 Journeymen to 2 Apprentices
 5- 6 Journeymen to 3 Apprentices
 7- 8 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
 LORAIN, MEDINA, PORTAGE, 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: Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)

Change # : LCN01-2023ibLoc23ClevZone1TF

Craft : Bricklayer Effective Date : 05/03/2023 Last Posted : 05/03/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Finisher	\$30.35		\$9.20	\$1.35	\$0.66	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$46.31	\$61.49
Apprentice Tile Finishers	Percent											
1st 6 months	60.00	\$18.21	\$9.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.41	\$36.52
2nd 6 months	70.00	\$21.25	\$9.20	\$1.35	\$0.66	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$37.21	\$47.83
3rd 6 months	75.00	\$22.76	\$9.20	\$1.35	\$0.66	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$38.72	\$50.10
4th 6 months	80.00	\$24.28	\$9.20	\$1.35	\$0.66	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$40.24	\$52.38
5th 6 months	85.00	\$25.80	\$9.20	\$1.35	\$0.66	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$41.76	\$54.66
6th 6 months	90.00	\$27.32	\$9.20	\$1.35	\$0.66	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$43.28	\$56.93

Special Calculation Note :

Ratio :

1-4 Journeymen to 1 Apprentice
 5-10 Journeymen to 2 Apprentice
 11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
 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.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)

Change # : LCN01-2023ibLoc23ClevZone1TL

Craft : Bricklayer **Effective Date :** 05/03/2023 **Last Posted :** 05/03/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Layer	\$34.69		\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$53.91	\$71.25
Apprentice	Percent											
1st 30 days	60.00	\$20.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.81	\$31.22
1st 6 months	60.00	\$20.81	\$9.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.01	\$40.42
2nd 6 months	65.00	\$22.55	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$41.77	\$53.04
3rd 6 months	70.00	\$24.28	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$43.50	\$55.64
4th 6 months	75.00	\$26.02	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$45.24	\$58.25
5th 6 months	80.00	\$27.75	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$46.97	\$60.85
6th 6 months	85.00	\$29.49	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$48.71	\$63.45
7th 6 months	90.00	\$31.22	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$50.44	\$66.05
8th 6 months	95.00	\$32.96	\$9.20	\$2.43	\$0.74	\$0.00	\$6.85	\$0.00	\$0.00	\$0.00	\$52.18	\$68.65

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

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

Ratio :

1-4 Journeymen to 1 Apprentice
5-10 Journeymen to 2 Apprentice
11-16 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN, MEDINA

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: **Bricklayer Local 23 (Cleveland)**

Change # : **LCN01-2022ibLoc23Clev**

Craft : **Bricklayer** Effective Date : **05/03/2023** Last Posted : **05/03/2023**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$38.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$77.39
Stone Mason	\$38.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$77.39
Pointer Caulker Cleaner	\$38.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$77.39
Marble Mason	\$38.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$77.39
Terrazzo Worker	\$38.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$77.39
Cement Mason	\$38.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.32	\$77.39
Sandblaster	\$38.38		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.57	\$77.76
Sewer Stack	\$38.63		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$58.82	\$78.14
Swing Scaffold	\$39.13		\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.32	\$78.89
Masonry Maintenance Specialist	\$19.07		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.07	\$28.60
Apprentice	Percent											
1st 6 Months	60.00	\$22.88	\$9.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.83	\$44.27
2nd 6 Months	65.00	\$24.78	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.97	\$57.37
3rd 6 Months	70.00	\$26.69	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.88	\$60.23
4th 6 Months	75.00	\$28.60	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.79	\$63.09
5th 6 Months	80.00	\$30.50	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.69	\$65.95
6th 6 Months	85.00	\$32.41	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.60	\$68.81
7th 6 Months	90.00	\$34.32	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$71.67
8th 6 Months	95.00	\$36.22	\$9.95	\$9.45	\$0.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.41	\$74.53

TRAINEES 1st 90 Days	45.00	\$17.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.16	\$25.74
1st Year AFTER 90 Days	45.00	\$17.16	\$9.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.11	\$35.69
2nd Year	50.00	\$19.07	\$9.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.01	\$38.55

Special Calculation Note :

Ratio :

1-2 Journeyman to 1 Apprentice 1 Trainee
 3-4 Journeyman to 2 Apprentices 1 Trainee
 5-6 Journeyman to 2 Apprentices 2 Trainees
 6-10 Journeyman to 3 Apprentices 2 Trainees

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, LORAIN, MEDINA

Special Jurisdictional Note : Apprentice must be hired prior to hiring Mason Trainees

Details :

Masonry Maintenance Specialist * * - in partnership with a local education organization employer may employ School to Work students providing said employee is a full time student and that no conflicts exist with any Federal or State Laws. Employer must be party to an apprentice program duly registered with the DOL and Ohio State Apprentice Compliance (OSAC). Wages for Masonry Maintenance Specialist shall be fifty-five percent (55%) of the journeyperson base rate with no fringe benefits.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial Zone NEO 1C

Change # : LCN01-2023ibLocNEZone1C

Craft : Carpenter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$36.30		\$7.91	\$10.83	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$57.68	\$75.83
Apprentice	Percent											
1st 3 Months	60.00	\$21.78	\$7.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.69	\$40.58
2nd 3 Months	60.00	\$21.78	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$32.33	\$43.22
2nd 6 Months	65.02	\$23.60	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$34.15	\$45.95
3rd 6 Months	70.00	\$25.41	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$35.96	\$48.66
4th 6 Months	75.02	\$27.23	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$37.78	\$51.40
5th 6 Months	80.00	\$29.04	\$7.91	\$8.66	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$48.25	\$62.77
6th 6 Months	85.02	\$30.86	\$7.91	\$9.21	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$50.62	\$66.05
7th 6 Months	90.00	\$32.67	\$7.91	\$9.75	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$52.97	\$69.30
8th 6 Months	95.02	\$34.49	\$7.91	\$10.29	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$55.33	\$72.58

Special Calculation Note : *Other is International Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer Zone NEO 1C

Change # : LCN01-2023ibLocNEZone1C

Craft : Carpenter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$36.30		\$7.91	\$10.83	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$57.70	\$75.85
Apprentice	Percent											
1st 3 Months	60.00	\$21.78	\$7.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.69	\$40.58
2nd 3 Months	60.00	\$21.78	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$32.35	\$43.24
2nd 6 Months	65.02	\$23.60	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$34.17	\$45.97
3rd 6 Months	70.00	\$25.41	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$35.98	\$48.68
4th 6 Months	75.02	\$27.23	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$37.80	\$51.42
5th 6 Months	80.00	\$29.04	\$7.91	\$8.66	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$48.27	\$62.79
6th 6 Months	85.02	\$30.86	\$7.91	\$9.21	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$50.64	\$66.07
7th 6 Months	90.00	\$32.67	\$7.91	\$9.75	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$52.99	\$69.32
8th 6 Months	95.02	\$34.49	\$7.91	\$10.29	\$0.60	\$0.00	\$1.91	\$0.15	\$0.00	\$0.00	\$55.35	\$72.60

Special Calculation Note : *Other is International Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Hev Hwy Zone NHH C1-D

Change # : LCN01-2023ibLocNEZoneNHH-C1-D

Craft : Carpenter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$36.11		\$7.91	\$10.83	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$57.49	\$75.54
Apprentice	Percent											
1st 3 Months	60.00	\$21.67	\$7.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.58	\$40.41
2nd 3 Months	60.00	\$21.67	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$32.22	\$43.05
2nd 6 Months	65.00	\$23.47	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$34.02	\$45.76
3rd 6 Months	70.00	\$25.28	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$35.83	\$48.47
4th 6 Months	75.00	\$27.08	\$7.91	\$0.00	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$37.63	\$51.17
5th 6 Months	80.00	\$28.89	\$7.91	\$8.66	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$48.10	\$62.54
6th 6 Months	85.00	\$30.69	\$7.91	\$9.21	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$50.45	\$65.80
7th 6 Months	90.00	\$32.50	\$7.91	\$9.75	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$52.80	\$69.05
8th 6 Months	95.00	\$34.30	\$7.91	\$10.29	\$0.60	\$0.00	\$1.91	\$0.13	\$0.00	\$0.00	\$55.14	\$72.30

Special Calculation Note : Other: Training

Ratio :
1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter Insulation NE Zone 1B

Change # : LCN01-2022sksLocNEZone1B

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	\$26.77		\$7.85	\$10.83	\$0.50	\$0.00	\$1.69	\$0.12	\$0.00	\$0.00	\$47.76	\$61.14
Apprentice	Percent											
1st 3 Months	50.00	\$13.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.39	\$20.08
2nd 3 Months	50.00	\$13.39	\$7.85	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$21.85	\$28.55
2nd 6 Months	50.00	\$13.39	\$7.85	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$21.85	\$28.55
3rd 6 Months	55.00	\$14.72	\$7.85	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$23.19	\$30.56
4th 6 Months	60.00	\$16.06	\$7.85	\$0.00	\$0.50	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$24.53	\$32.56
5th 6 Months	70.00	\$18.74	\$7.85	\$7.58	\$0.50	\$0.00	\$1.18	\$0.12	\$0.00	\$0.00	\$35.97	\$45.34
6th 6 Months	75.00	\$20.08	\$7.85	\$8.12	\$0.50	\$0.00	\$1.27	\$0.12	\$0.00	\$0.00	\$37.94	\$47.98
7th 6 Months	80.00	\$21.42	\$7.85	\$8.66	\$0.50	\$0.00	\$1.35	\$0.12	\$0.00	\$0.00	\$39.90	\$50.60
8th 6 Months	85.00	\$22.75	\$7.85	\$9.21	\$0.50	\$0.00	\$1.44	\$0.12	\$0.00	\$0.00	\$41.87	\$53.25

Special Calculation Note : *Other is Training

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M1-A

Change # : LCN01-2023ibLocNEZoneM1-A

Craft : Carpenter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$33.69		\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$59.21	\$76.06
Certified Welder	\$34.69		\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$60.21	\$77.56
Layout man on Monorail	\$36.22		\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$61.74	\$79.85
Apprentice	Percent											
1st 6 months	60.00	\$20.21	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$45.73	\$55.84
2nd 6 months	65.00	\$21.90	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$47.42	\$58.37
3rd 6 months	70.00	\$23.58	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$49.10	\$60.89
4th 6 months	75.00	\$25.27	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$50.79	\$63.42
5th 6 months	80.00	\$26.95	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$52.47	\$65.95
6th 6 months	85.00	\$28.64	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$54.16	\$68.47
7th 6 months	90.00	\$30.32	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$55.84	\$71.00
8th 6 months	95.00	\$32.01	\$7.99	\$11.33	\$0.60	\$0.00	\$5.42	\$0.18	\$0.00	\$0.00	\$57.53	\$73.53

Special Calculation Note : Other is Training.

Ratio :

1 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 :

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; and platform waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and

required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

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

		BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
				H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)	
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

10/27/10 New Contract jc

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver Hev Hwy Zone NHH P2-B

Change # : LCN01-2023ibLocNEZoneP2-B

Craft : Carpenter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	\$33.97		\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$59.21	\$76.20
Diver	\$50.96		\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$76.20	\$101.68
Certified Welder	\$35.02		\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$60.26	\$77.77
Apprentice	Percent											
1st 6 months	60.00	\$20.38	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$45.62	\$55.81
2nd 6 months	65.00	\$22.08	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$47.32	\$58.36
3rd 6 months	70.00	\$23.78	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$49.02	\$60.91
4th 6 months	75.00	\$25.48	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$50.72	\$63.46
5th 6 months	80.00	\$27.18	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$52.42	\$66.00
6th 6 months	85.00	\$28.87	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$54.11	\$68.55
7th 6 months	90.00	\$30.57	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$55.81	\$71.10
8th 6 months	95.00	\$32.27	\$7.93	\$11.33	\$0.60	\$0.00	\$5.20	\$0.18	\$0.00	\$0.00	\$57.51	\$73.65

Special Calculation Note : *Other is Training

Ratio :

1 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 :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P1

Change # : OCR01-2022sksLocNEZoneP1

Craft : Carpenter Effective Date : 06/15/2022 Last Posted : 06/15/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	\$31.68		\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$56.30	\$72.14
Diver	\$47.52		\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$72.14	\$95.90
Certified Welder	\$32.73		\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$57.35	\$73.71
Apprentice	Percent											
1st 6 months	60.00	\$19.01	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$43.63	\$53.13
2nd 6 months	60.00	\$19.01	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$43.63	\$53.13
3rd 6 months	62.00	\$19.64	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$44.26	\$54.08
4th 6 months	65.50	\$20.75	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$45.37	\$55.75
5th 6 months	69.00	\$21.86	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$46.48	\$57.41
6th 6 months	72.50	\$22.97	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$47.59	\$59.07
7th 6 months	76.00	\$24.08	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$48.70	\$60.74
8th 6 months	80.00	\$25.34	\$7.84	\$11.33	\$0.50	\$0.00	\$4.78	\$0.17	\$0.00	\$0.00	\$49.96	\$62.64

Special Calculation Note : *Other is Training

Ratio :

2 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 :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting,

installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 404

Change # : LCN01-2021sksLoc404

Craft : Cement Effective Date : 08/25/2021 Last Posted : 08/25/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$32.75		\$8.80	\$6.80	\$0.50	\$0.00	\$5.33	\$0.20	\$0.00	\$0.07	\$54.45	\$70.82
Apprentice	Percent											
1st yr	58.15	\$19.04	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$38.08	\$47.61
2nd yr	73.13	\$23.95	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$42.99	\$54.97
3rd yr	83.10	\$27.22	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$46.26	\$59.86
4th yr	98.15	\$32.14	\$8.80	\$6.80	\$0.50	\$0.00	\$2.67	\$0.20	\$0.00	\$0.07	\$51.18	\$67.26

Special Calculation Note : Other is Training Fund

Ratio :

5 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2010jcLoc5

Craft : Cement Effective Date : 07/14/2010 Last Posted : 07/14/2010

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$30.41		\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$42.62	\$57.83
Apprentice	Percent											
1st 6 months	50.00	\$15.21	\$6.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$21.55	\$29.16
2nd 6 months	55.00	\$16.73	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$28.94	\$37.30
3rd 6 months	60.00	\$18.25	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$30.46	\$39.58
4th 6 months	65.00	\$19.77	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$31.98	\$41.86
5th 6 months	70.00	\$21.29	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$33.50	\$44.14
6th 6 months	75.00	\$22.81	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$35.02	\$46.42
7th 6 months	80.00	\$24.33	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$36.54	\$48.70
8th 6 months	85.00	\$25.85	\$6.35	\$5.23	\$0.63	\$0.00	\$0.00	\$0.00			\$38.06	\$50.98

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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 or 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 Statewide HevHwy

Change # : LCN01-2023ibCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$33.74		\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$52.76	\$69.63
Apprentice	Percent											
1st Year	70.00	\$23.62	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$42.64	\$54.45
2nd Year	80.00	\$26.99	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.01	\$59.51
3rd Year	90.00	\$30.37	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.39	\$64.57

Special Calculation Note : Other \$0.07 is for International Training Fund

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement

Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

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

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Commercial Projects

Change # : LCN1-2023ibLoc71Clev

Craft : Lineman **Effective Date :** 03/01/2023 **Last Posted :** 03/01/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$54.90		\$7.00	\$1.65	\$0.55	\$0.00	\$12.63	\$0.45	\$0.00	\$0.00	\$77.18	\$104.63
Cable Splicer	\$54.90		\$7.00	\$1.65	\$0.55	\$0.00	\$12.63	\$0.45	\$0.00	\$0.00	\$77.18	\$104.63
Equip. Operator	\$49.41		\$7.00	\$1.48	\$0.49	\$0.00	\$11.36	\$0.45	\$0.00	\$0.00	\$70.19	\$94.89
Groundman 0 to 12 months	\$32.94		\$7.00	\$0.99	\$0.33	\$0.00	\$7.57	\$0.45	\$0.00	\$0.00	\$49.28	\$65.75
Groundman 1 year plus	\$38.43		\$7.00	\$1.15	\$0.38	\$0.00	\$8.84	\$0.45	\$0.00	\$0.00	\$56.25	\$75.46
Apprentice Linemen	Percent											
1st 1000 Hrs	60.00	\$32.94	\$7.00	\$0.99	\$0.33	\$0.00	\$7.58	\$0.45	\$0.00	\$0.00	\$49.29	\$65.76
2nd 1000 Hrs	65.00	\$35.69	\$7.00	\$1.07	\$0.36	\$0.00	\$8.21	\$0.45	\$0.00	\$0.00	\$52.78	\$70.62
3rd 1000 Hrs	70.00	\$38.43	\$7.00	\$1.15	\$0.38	\$0.00	\$8.84	\$0.45	\$0.00	\$0.00	\$56.25	\$75.46
4th 1000 Hrs	75.01	\$41.18	\$7.00	\$1.24	\$0.41	\$0.00	\$9.47	\$0.45	\$0.00	\$0.00	\$59.75	\$80.34
5th 1000 Hrs	80.00	\$43.92	\$7.00	\$1.32	\$0.44	\$0.00	\$10.10	\$0.45	\$0.00	\$0.00	\$63.23	\$85.19
6th 1000 Hrs	85.00	\$46.67	\$7.00	\$1.40	\$0.47	\$0.00	\$10.73	\$0.45	\$0.00	\$0.00	\$66.71	\$90.05
7th 1000 Hrs	90.00	\$49.41	\$7.00	\$1.48	\$0.49	\$0.00	\$11.36	\$0.45	\$0.00	\$0.00	\$70.19	\$94.89

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Cleveland Municipal Power & Transit

Change # : LCN01-2023ibLoc71Clev

Craft : Lineman **Effective Date :** 03/01/2023 **Last Posted :** 03/01/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$51.13		\$7.00	\$1.53	\$0.51	\$0.00	\$11.25	\$0.40	\$0.00	\$0.00	\$71.82	\$97.39
Cable Splicer	\$51.13		\$7.00	\$1.53	\$0.51	\$0.00	\$11.25	\$0.40	\$0.00	\$0.00	\$71.82	\$97.39
Equip. Operator	\$46.02		\$7.00	\$1.38	\$0.46	\$0.00	\$10.12	\$0.40	\$0.00	\$0.00	\$65.38	\$88.39
Groundman 0 to 12 months	\$30.68		\$7.00	\$0.92	\$0.31	\$0.00	\$6.75	\$0.40	\$0.00	\$0.00	\$46.06	\$61.40
Groundman 1 Year or More	\$35.79		\$7.00	\$1.07	\$0.36	\$0.00	\$7.87	\$0.40	\$0.00	\$0.00	\$52.49	\$70.39
Apprentice Linemen	Percent											
1st 1000 Hrs	60.00	\$30.68	\$7.00	\$0.92	\$0.31	\$0.00	\$6.75	\$0.40	\$0.00	\$0.00	\$46.06	\$61.40
2nd 1000 Hrs	65.00	\$33.23	\$7.00	\$1.00	\$0.33	\$0.00	\$7.31	\$0.40	\$0.00	\$0.00	\$49.27	\$65.89
3rd 1000 Hrs	70.00	\$35.79	\$7.00	\$1.07	\$0.36	\$0.00	\$7.87	\$0.40	\$0.00	\$0.00	\$52.49	\$70.39
4th 1000 Hrs	75.00	\$38.35	\$7.00	\$1.15	\$0.38	\$0.00	\$8.44	\$0.40	\$0.00	\$0.00	\$55.72	\$74.89
5th 1000 Hrs	80.00	\$40.90	\$7.00	\$1.23	\$0.41	\$0.00	\$9.00	\$0.40	\$0.00	\$0.00	\$58.94	\$79.40
6th 1000 Hrs	85.00	\$43.46	\$7.00	\$1.30	\$0.43	\$0.00	\$9.56	\$0.40	\$0.00	\$0.00	\$62.15	\$83.88
7th 1000 Hrs	90.00	\$46.02	\$7.00	\$1.38	\$0.46	\$0.00	\$10.12	\$0.40	\$0.00	\$0.00	\$65.38	\$88.39

Special Calculation Note : Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

108

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. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibLoc71DOTClev

Craft : Lineman **Effective Date :** 03/01/2023 **Last Posted :** 03/01/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$41.06		\$7.00	\$1.23	\$0.41	\$0.00	\$8.62	\$0.00	\$0.00	\$0.00	\$58.32	\$78.85
Traffic Signal & Lighting Journeyman	\$41.06		\$7.00	\$1.23	\$0.41	\$0.00	\$8.62	\$0.00	\$0.00	\$0.00	\$58.32	\$78.85
Equipment Operator	\$36.95		\$7.00	\$1.11	\$0.37	\$0.00	\$7.76	\$0.00	\$0.00	\$0.00	\$53.19	\$71.67
Groundman 0 to 1 Year	\$24.60		\$7.00	\$0.74	\$0.25	\$0.00	\$5.17	\$0.00	\$0.00	\$0.00	\$37.76	\$50.06
Groundman 1 Year or more	\$28.74		\$7.00	\$0.86	\$0.29	\$0.00	\$6.04	\$0.00	\$0.00	\$0.00	\$42.93	\$57.30
Traffic Apprentice	Percent											
1st 1,000 Hours	60.00	\$24.64	\$7.00	\$0.74	\$0.25	\$0.00	\$5.17	\$0.00	\$0.00	\$0.00	\$37.80	\$50.11
2nd 1,000 Hours	65.00	\$26.69	\$7.00	\$0.80	\$0.27	\$0.00	\$5.60	\$0.00	\$0.00	\$0.00	\$40.36	\$53.70
3rd 1,000 Hours	70.00	\$28.74	\$7.00	\$0.86	\$0.29	\$0.00	\$6.04	\$0.00	\$0.00	\$0.00	\$42.93	\$57.30
4th 1,000 Hours	75.00	\$30.80	\$7.00	\$0.92	\$0.31	\$0.00	\$6.47	\$0.00	\$0.00	\$0.00	\$45.50	\$60.89
5th 1,000 Hours	80.00	\$32.85	\$7.00	\$0.99	\$0.33	\$0.00	\$6.90	\$0.00	\$0.00	\$0.00	\$48.07	\$64.49
6th 1,000 Hours	90.00	\$36.95	\$7.00	\$1.11	\$0.37	\$0.00	\$7.76	\$0.00	\$0.00	\$0.00	\$53.19	\$71.67

Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. There shall be no more than one (1) Groundman for each two (2) Journeyman except when performing DOT Traffic Signal or Highway lighting work where the ratio can be two (2) Groundman for each Journeyman or Operator.

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibLoc7

Craft : Lineman **Effective Date :** 03/01/2023 **Last Posted :** 03/01/2023

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$48.59	\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24
Certified Lineman Welder	\$48.59	\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24
Certified Cable Splicer	\$48.59	\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24
Operator A	\$43.54	\$7.00	\$1.31	\$0.44	\$0.00	\$10.45	\$0.75	\$0.00	\$0.00	\$63.49	\$85.26
Operator B	\$38.54	\$7.00	\$1.16	\$0.39	\$0.00	\$9.25	\$0.75	\$0.00	\$0.00	\$57.09	\$76.36
Operator C	\$30.97	\$7.00	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.39	\$62.88
Groundman 0-12 months Exp	\$24.30	\$7.00	\$0.73	\$0.24	\$0.00	\$5.83	\$0.75	\$0.00	\$0.00	\$38.85	\$51.00
Groundman 0-12 months Exp w/CDL	\$26.72	\$7.00	\$0.80	\$0.27	\$0.00	\$6.41	\$0.75	\$0.00	\$0.00	\$41.95	\$55.31
Groundman 1 yr or more	\$26.72	\$7.00	\$0.80	\$0.27	\$0.00	\$6.41	\$0.75	\$0.00	\$0.00	\$41.95	\$55.31
Groundman 1 yr or more w/CDL	\$31.58	\$7.00	\$0.95	\$0.32	\$0.00	\$7.58	\$0.75	\$0.00	\$0.00	\$48.18	\$63.97
Equipment Mechanic A	\$38.54	\$7.00	\$1.16	\$0.39	\$0.00	\$9.25	\$0.75	\$0.00	\$0.00	\$57.09	\$76.36
Equipment Mechanic B	\$34.75	\$7.00	\$1.04	\$0.35	\$0.00	\$8.34	\$0.75	\$0.00	\$0.00	\$52.23	\$69.60
Equipment Mechanic C	\$30.97	\$7.00	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.39	\$62.88
X-Ray Technician	\$48.59	\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24

Apprentice	Percent											
1st 1000 hrs	60.00	\$29.15	\$7.00	\$0.87	\$0.29	\$0.00	\$7.00	\$0.75	\$0.00	\$0.00	\$45.06	\$59.64
2nd 1000 hrs	65.00	\$31.58	\$7.00	\$0.95	\$0.32	\$0.00	\$7.58	\$0.75	\$0.00	\$0.00	\$48.18	\$63.98
3rd 1000 hrs	70.00	\$34.01	\$7.00	\$1.02	\$0.34	\$0.00	\$8.16	\$0.75	\$0.00	\$0.00	\$51.28	\$68.29
4th 1000 hrs	75.00	\$36.44	\$7.00	\$1.09	\$0.36	\$0.00	\$8.75	\$0.75	\$0.00	\$0.00	\$54.39	\$72.61
5th 1000 hrs	80.00	\$38.87	\$7.00	\$1.17	\$0.39	\$0.00	\$9.33	\$0.75	\$0.00	\$0.00	\$57.51	\$76.95
6th 1000 hrs	85.00	\$41.30	\$7.00	\$1.24	\$0.41	\$0.00	\$9.91	\$0.75	\$0.00	\$0.00	\$60.61	\$81.26
7th 1000 hrs	90.00	\$43.73	\$7.00	\$1.31	\$0.44	\$0.00	\$10.50	\$0.75	\$0.00	\$0.00	\$63.73	\$85.60

Special Calculation Note : Other is Health Retirement Account

Operator "A"

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

Operator "B"

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

Operator "C"

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

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :**Details :**

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2023ibLoc7

Craft : Lineman Effective Date : 03/01/2023 Last Posted : 03/01/2023

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$46.03	\$7.00	\$1.38	\$0.46	\$0.00	\$11.05	\$0.75	\$0.00	\$0.00	\$66.67	\$89.68
Substation Technician	\$46.03	\$7.00	\$1.38	\$0.46	\$0.00	\$11.05	\$0.75	\$0.00	\$0.00	\$66.67	\$89.68
Cable Splicer	\$48.21	\$7.00	\$1.45	\$0.48	\$0.00	\$11.57	\$0.75	\$0.00	\$0.00	\$69.46	\$93.56
Operator A	\$41.26	\$7.00	\$1.24	\$0.41	\$0.00	\$9.90	\$0.75	\$0.00	\$0.00	\$60.56	\$81.19
Operator B	\$36.47	\$7.00	\$1.09	\$0.36	\$0.00	\$8.75	\$0.75	\$0.00	\$0.00	\$54.42	\$72.65
Operator C	\$29.28	\$7.00	\$0.88	\$0.29	\$0.00	\$7.03	\$0.75	\$0.00	\$0.00	\$45.23	\$59.87
Groundman 0-12 months Exp	\$23.02	\$7.00	\$0.69	\$0.23	\$0.00	\$5.52	\$0.75	\$0.00	\$0.00	\$37.21	\$48.72
Groundman 0-12 months Exp w/CDL	\$25.32	\$7.00	\$0.76	\$0.25	\$0.00	\$6.08	\$0.75	\$0.00	\$0.00	\$40.16	\$52.82
Groundman 1 yr or more	\$25.32	\$7.00	\$0.76	\$0.25	\$0.00	\$6.08	\$0.75	\$0.00	\$0.00	\$40.16	\$52.82
Groundman 1 yr or more w/CDL	\$29.92	\$7.00	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.05	\$61.01
Equipment Mechanic A	\$36.47	\$7.00	\$1.09	\$0.36	\$0.00	\$8.75	\$0.75	\$0.00	\$0.00	\$54.42	\$72.65
Equipment Mechanic B	\$32.88	\$7.00	\$0.99	\$0.33	\$0.00	\$7.89	\$0.75	\$0.00	\$0.00	\$49.84	\$66.28
Equipment Mechanic C	\$29.28	\$7.00	\$0.88	\$0.29	\$0.00	\$7.03	\$0.75	\$0.00	\$0.00	\$45.23	\$59.87
Line Truck w/uuger	\$32.28	\$7.00	\$0.97	\$0.32	\$0.00	\$7.75	\$0.75	\$0.00	\$0.00	\$49.07	\$65.21
Apprentice	Percent				115						

1st 1000 hrs	60.00	\$27.62	\$7.00	\$0.83	\$0.28	\$0.00	\$6.63	\$0.75	\$0.00	\$0.00	\$43.11	\$56.92
2nd 1000 hrs	65.00	\$29.92	\$7.00	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.05	\$61.01
3rd 1000 hrs	70.00	\$32.22	\$7.00	\$0.97	\$0.32	\$0.00	\$7.73	\$0.75	\$0.00	\$0.00	\$48.99	\$65.10
4th 1000 hrs	75.00	\$34.52	\$7.00	\$1.04	\$0.35	\$0.00	\$8.28	\$0.75	\$0.00	\$0.00	\$51.94	\$69.20
5th 1000 hrs	80.00	\$36.82	\$7.00	\$1.10	\$0.37	\$0.00	\$8.84	\$0.75	\$0.00	\$0.00	\$54.88	\$73.30
6th 1000 hrs	85.00	\$39.13	\$7.00	\$1.17	\$0.39	\$0.00	\$9.39	\$0.75	\$0.00	\$0.00	\$57.83	\$77.39
7th 1000 hrs	90.00	\$41.43	\$7.00	\$1.24	\$0.41	\$0.00	\$9.94	\$0.75	\$0.00	\$0.00	\$60.77	\$81.48

Special Calculation Note : Other is Health Retirement Account

Operator "A"

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

Operator "B"

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

Operator "C"

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

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

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: Electrical Local 71 Voice Data Video Outside

Change # : LCR01-2017fbLoc71VDV

Craft : Voice Data Video **Effective Date :** 10/18/2017 **Last Posted :** 10/18/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,

PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,
SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN,
WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

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

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

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

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

Equipment Operator I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

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

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Elevator Local 17

Change # : LCN01-2012jcLoc17

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$44.04		\$11.02	\$6.96	\$0.55	\$2.64	\$5.00	\$1.43	\$0.00	\$0.00	\$71.64	\$93.66
Helper	\$30.83		\$11.02	\$6.96	\$0.55	\$1.85	\$5.00	\$0.99	\$0.00	\$0.00	\$57.20	\$72.61
Apprentice	Percent											
Apprentice												
0-6months Probation	50.00	\$22.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.02	\$33.03
1st year	55.00	\$24.22	\$11.02	\$6.96	\$0.55	\$1.42	\$5.00	\$0.78	\$0.00	\$0.00	\$49.95	\$62.06
2nd year	65.00	\$28.63	\$11.02	\$6.96	\$0.55	\$1.67	\$5.00	\$0.92	\$0.00	\$0.00	\$54.75	\$69.06
3rd year	70.00	\$30.83	\$11.02	\$6.96	\$0.55	\$1.80	\$5.00	\$0.99	\$0.00	\$0.00	\$57.15	\$72.56
4th year and Assistant Mechanic	80.00	\$35.23	\$11.02	\$6.96	\$0.55	\$2.06	\$5.00	\$1.14	\$0.00	\$0.00	\$61.96	\$79.58

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

Ratio :

1 Journeyman to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 17

Change # : LCN01-2022sksLoc17

Craft : Elevator Effective Date : 06/08/2022 Last Posted : 06/08/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$56.25		\$16.03	\$10.71	\$0.65	\$4.50	\$9.50	\$2.12	\$0.00	\$0.00	\$99.76	\$127.89
Helper	\$39.38		\$16.03	\$10.71	\$0.65	\$2.36	\$9.50	\$1.48	\$0.00	\$0.00	\$80.11	\$99.80
Apprentice	Percent											
Apprentice												
0-6months Probation	50.01	\$28.13	\$0.00	\$0.00	\$0.00	\$1.69	\$0.00	\$1.06	\$0.00	\$0.00	\$30.88	\$44.95
1st year	55.00	\$30.94	\$16.03	\$10.71	\$0.65	\$1.86	\$9.50	\$1.17	\$0.00	\$0.00	\$70.86	\$86.33
2nd year	65.00	\$36.56	\$16.03	\$10.71	\$0.65	\$2.19	\$9.50	\$1.38	\$0.00	\$0.00	\$77.02	\$95.30
3rd year	70.00	\$39.38	\$16.03	\$10.71	\$0.65	\$2.36	\$9.50	\$1.48	\$0.00	\$0.00	\$80.11	\$99.79
4th year and Assistant Mechanic	80.00	\$45.00	\$16.03	\$10.71	\$0.65	\$2.70	\$9.50	\$1.69	\$0.00	\$0.00	\$86.28	\$108.78

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

Ratio :

1 Journeyman to 1 Apprentice
1 Journeyman to 1 Helper
1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: **Glazier Local 181**

Change # : **LCN02-2023ibLoc181**

Craft : **Glazier** Effective Date : **05/01/2023** Last Posted : **04/26/2023**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$33.97		\$8.72	\$11.58	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.72	\$71.70
Apprentice	Percent											
1st 6 months	50.02	\$16.99	\$8.72	\$1.02	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.18	\$35.68
2nd 6 months	50.02	\$16.99	\$8.72	\$1.02	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.18	\$35.68
3rd 6 months	50.02	\$16.99	\$8.72	\$5.19	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.35	\$39.85
4th 6 months	55.00	\$18.68	\$8.72	\$5.61	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.46	\$42.81
5th 6 months	60.00	\$20.38	\$8.72	\$6.02	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.57	\$45.76
6th 6 months	70.00	\$23.78	\$8.72	\$6.86	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.81	\$51.70
7th 6 months	80.00	\$27.18	\$8.72	\$7.69	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.04	\$57.62
8th 6 months	90.00	\$30.57	\$8.72	\$8.53	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.27	\$63.56

Special Calculation Note : No special calculations for this classification.

Ratio :

2 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice Thereafter

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. The eastern part of Route 4 north to Lake Erie is the jurisdiction of Local 181. 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 \$1.50 per hour.

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 17

Change # : LCN01-2020fbLoc17

Craft : Ironworker Effective Date : 12/24/2020 Last Posted : 12/24/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$33.83		\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$59.04	\$75.95
Apprentice	Percent											
1st 6 Months	50.00	\$16.91	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$42.13	\$50.58
2nd 6 Months	55.00	\$18.61	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$43.82	\$53.12
2nd Year 1st 6 Months	70.00	\$23.68	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$48.89	\$60.73
2nd Year 2nd 6 Months	75.00	\$25.37	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$50.58	\$63.27
3rd Year 1st 6 Months	80.00	\$27.06	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$52.27	\$65.81
3rd Year 2nd 6 Months	85.00	\$28.76	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$53.97	\$68.34
4th Year 1st 6 Months	90.00	\$30.45	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$55.66	\$70.88
4th Year 2nd 6 Months	95.00	\$32.14	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$57.35	\$73.42

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

Ratio :

4 Journeymen to 1 Apprentice on Structural Work
 3 Journeymen to 1 Apprentice on Rod Work
 2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work
 1 Apprentice for every Sheeting Gang
 1 Journeymen to 2 Apprentice Roadway Signage and Sound Barriers

Jurisdiction (* denotes special jurisdictional note) :

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

2 Journeymen to 2 Apprentice Unloading and Erection of Light Gauge Metal Trusses

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: Labor HevHwy 2

Change # : LCN01-2023ibLaborHevHwy2

Craft : Laborer Group 1 Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$35.05		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.85	\$66.37
Group 2	\$35.22		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.02	\$66.63
Group 3	\$35.55		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.35	\$67.12
Group 4	\$36.00		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.80	\$67.80
Watch Person	\$27.35		\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.15	\$54.83
Apprentice	Percent											
0-1000 hrs	60.00	\$21.03	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$34.83	\$45.34
1001-2000 hrs	70.02	\$24.54	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$38.34	\$50.61
2001-3000 hrs	80.00	\$28.04	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.84	\$55.86
3001-4000 hrs	90.00	\$31.54	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.35	\$61.12
More Than 4000 hrs	100.00	\$35.05	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.85	\$66.37

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

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway

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

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

Group 2

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

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

Group 3

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

Group 4

Miner, Welder, Guniting Nozzle Person

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 758 Building

Change # : LCN01-2023ibLoc758

Craft : Laborer Effective Date : 05/03/2023 Last Posted : 05/03/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.47		\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$46.39	\$62.63
Laborer Group 2	\$32.67		\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$46.59	\$62.92
Laborer Group 3	\$33.07		\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$46.99	\$63.53
Apprentice	Percent											
0-1000 hrs	60.00	\$19.48	\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$33.40	\$43.14
1001-2000	70.00	\$22.73	\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$36.65	\$48.01
2001-3000	80.00	\$25.98	\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$39.90	\$52.88
3001-4000	90.00	\$29.22	\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$43.14	\$57.75
More than 4000 hrs	100.00	\$32.47	\$8.20	\$4.05	\$0.40	\$0.00	\$1.00	\$0.17	\$0.10	\$0.00	\$46.39	\$62.63

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

Ratio :

1 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
LORAIN

Special Jurisdictional Note :

Details :

Classification Description :

Group 1

Building and Construction Laborer, Asbestos Removal, Lead Abatement, Hazardous Waste Removal, Signalman, Tool Cribman, Carpenter Tenders, Finisher Tender, Deep Cleaning, Concrete Handler, Utility Construction Laborer, Guard Rail Erector, Grading, Landscaping and Cleanup.

Group 2

Bottom man, Scaffold Builders, Tunnel Laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Man and Dynamite Blasters, Creosote Work, Mortar Mixer, Form Setter, Mason Tender, Plaster Tender, Laser Beam Set-up Man, Concrete Tender. 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

Other is for Drug Testing

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2023ibLoc18

Craft : Operating Engineer **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$45.56		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$61.81	\$84.59
Operator Group B	\$45.41		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$61.66	\$84.36
Operator Group C	\$43.96		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$60.21	\$82.19
Operator Group D	\$43.18		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$59.43	\$81.02
Operator Group E	\$42.86		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$59.11	\$80.54
Operator Group F	\$35.78		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$52.03	\$69.92
Master Mechanic	\$46.56		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$62.81	\$86.09
Crane 200'-299'	\$46.56		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$62.81	\$86.09
Crane 300' and over	\$47.06		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$63.31	\$86.84
Mobile Concrete Pumps 200'-299'	\$46.56		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$62.81	\$86.09
Mobile Concrete Pumps 300' and over	\$47.06		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$63.31	\$86.84
Apprentice	Percent											
1st Year	59.81	\$27.25	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$43.50	\$57.12
2nd Year	69.77	\$31.79	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.04	\$63.93
3rd Year	79.74	\$36.33	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$52.58	\$70.74
4th Year	89.70	\$40.87	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.12	\$77.55

Special Calculation Note : Other & Misc is Education & Safety and National Training Fund.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Note: There will be a 5% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification or employed on cranes involved in pile driving operations shall be paid a premium of one dollar (\$1.00) per hour in addition to the crane rate or any escalated rate that may be in effect.

Group A - A-Frames; " Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Packs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)"; Boom Trucks (all types); Cableways; Cherry Pickers; Combination - Concrete Mixers & Towers; Concrete Pumps; Cranes (all types); Cranes- compact: Track or rubber over 4000lbs. capacity; Cranes- self erecting: stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, hoisting building materials; Hoes (All types); Hoists (two or more drums); 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 work, wells (all types), Geothermal work and sub-structure work; Rough Terrain Forklifts with Winch/Hoist (when used as a crane); Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats; Tunnel Boring Machine (TBM).

Group B - Asphalt Pavers; Bulldozers; CMI type Equipment; End Loaders; Horizontal Directional Drill Locator; Horizontal Directional Drill Operator; Instrument Man; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills; Vermeer Type Concrete Saw.

Group C - Air Compressors, Pressurizing Shafts or Tunnels; Articulating/Straight bed end dumps if assigned by the employer (minus \$4.00 per hour from Group C); All Asphalt Rollers; Fork Lifts; Hoists (with one drum); House Elevators (except those automatic call button controlled); Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate; Laser Screeds and like equipment; Man Lifts; Modular Moving and Placement machine (C Rate) (F Rate if second person is needed); Mud Jacks; Portable Hydraulic Gantry (lift system C rate) (F Rate if a second person is needed); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pressure Grouting; Trenchers (24" and under); Utility Operators.

Group D – Brokks with a manufacture's weight of 3,500 lbs. and above; Compressors, on building construction; Conveyors, used for handling building materials; Generators; Guniting Machines; Mixers, more than one bag capacity; Mixers, one bag capacity (side loader); Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Road Widening Trenchers; Rollers; Welder Operators.

Group E - Backfillers and Tampers; Batch Plants; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Cleaning Machine Operator (decontamination included); Clefplanes; Concrete Spreading Machines; Crushers; Deckhands; Drum Fireman (asphalt); Farm-type, Tractor, pulling attachments; Finishing Machines; Forklifts (masonry work only); Form Trenchers; High Pressure Pumps (over 1/2" discharge); Hydro Seeders; Pumps (4" and over discharge), provided it is not part of a de-watering system discharged into a

common header; Self-Propelled Power Spreaders; Self-Propelled Sub Graders; Submersible Pump (4" and over discharge), provided it is not part of a dewatering system discharged into a common header; Tire Repairman; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors with integral power.

Group F - Apprentice/Helpers, Oiler, Signalmen; Barrier Moving Machines (additional duty, paid same rate); Bobcat-type and/or Skid Steer Loader; Bobcat-type and/or Skid Steer Loader with any and all attachments; Brokks with a manufacture's weight less than 3,500 lbs.; Cranes – compact, track or rubber under 4000 lbs. capacity; Geodimeter; Grade Checker; Grinders (all); Inboard/Outboard Motor Boat Launches; Light Plant Operators; Planers (all types); Power Boilers (less than 15 lbs. pressure); Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Rod Man; Rotomills; Saw (concrete Vermeer-type); Submersible Pumps (under 4 inch discharge); Vac Alls; Cutting, burning and fabricating on equipment and their attachments.

Master Mechanic - Master Mechanic

Crane 200'-299' - Boom & Jib 200' feet and over

Crane 300' and Over - Boom & Jib 300' and over

Prevailing Wage Rate

Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone I

Change # : LCN01-2023ibLoc18hevhwyI

Craft : Operating Engineer Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$42.98		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$59.23	\$80.72
Operator Class B	\$42.88		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$59.13	\$80.57
Operator Class C	\$41.84		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.09	\$79.01
Operator Class D	\$40.62		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.87	\$77.18
Operator Class E	\$35.33		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$51.58	\$69.24
Master Mechanic	\$43.23		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$59.48	\$81.09
Apprentice	Percent											
1st Year	50.00	\$21.49	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.74	\$48.49
2nd Year	60.00	\$25.79	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$42.04	\$54.93
3rd Year	70.00	\$30.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$46.34	\$61.38
4th Year	80.00	\$34.38	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$50.63	\$67.83
Field Mech Trainee												
1st year	50.00	\$21.49	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.74	\$48.49
2nd year	60.00	\$25.79	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$42.04	\$54.93
3rd year	70.00	\$30.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$46.34	\$61.38
4th year	80.00	\$34.38	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$50.63	\$67.83

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour. *Misc is National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 69 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

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

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

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil

Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signaller; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.
Master Mechanic - Master Mechanic

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 505

Change # : LCN02-2023ibLoc505

Craft : Drywall Finisher Effective Date : 05/01/2023 Last Posted : 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$31.79		\$8.72	\$6.08	\$0.45	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$51.06	\$66.95
Apprentice	Percent											
1st 6 months	55.00	\$17.48	\$8.72	\$1.84	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.49	\$37.24
2nd 6 months	55.00	\$17.48	\$8.72	\$1.94	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.59	\$37.34
3rd 6 months	55.00	\$17.48	\$8.72	\$2.39	\$0.45	\$0.00	\$2.21	\$0.00	\$0.00	\$0.00	\$31.25	\$40.00
4th 6 months	65.00	\$20.66	\$8.72	\$2.49	\$0.45	\$0.00	\$2.61	\$0.00	\$0.00	\$0.00	\$34.93	\$45.27
5th 6 months	75.00	\$23.84	\$8.72	\$2.94	\$0.45	\$0.00	\$3.02	\$0.00	\$0.00	\$0.00	\$38.97	\$50.89
6th 6 months	85.00	\$27.02	\$8.72	\$3.04	\$0.45	\$0.00	\$3.42	\$0.00	\$0.00	\$0.00	\$42.65	\$56.16

Special Calculation Note : No special calculation for this classification.

Ratio :

2 Journeyman to 1 Apprentice
3 Journeyman to 1 Apprentice after 9 total tapers

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

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

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

Special Calculation Note : Other is Sick and Personal Time

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

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

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

Class A Workers: Less than 1 Year of Service.

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

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2023ibLoc639

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman Class B	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95
Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33

Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

Special Calculation Note : Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Class A: less that 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 707

Change # : LCN01-2023ibLoc707

Craft : Painter Effective Date : 05/31/2023 Last Posted : 05/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$30.75		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$50.15	\$65.53
Paperhanger	\$30.75		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$50.15	\$65.53
Sandblasting & Buffing	\$31.15		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$50.55	\$66.12
Spray Painting	\$31.45		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$50.85	\$66.57
REPAINT Brush Roll & Paperhanger	\$29.25		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$48.65	\$63.28
REPAINT Sandblasting & Buffing	\$29.65		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$49.05	\$63.87
REPAINT Spray Painting	\$29.95		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$49.35	\$64.32
Apprentice - Painter	Percent											
1st Year	60.00	\$18.45	\$8.72	\$1.64	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.26	\$38.49
2nd Year	70.02	\$21.53	\$8.72	\$2.25	\$0.45	\$0.00	\$2.91	\$0.00	\$0.00	\$0.00	\$35.86	\$46.63
3rd Year	80.00	\$24.60	\$8.72	\$2.70	\$0.45	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00	\$39.79	\$52.09
4th Year	90.02	\$27.68	\$8.72	\$3.75	\$0.45	\$0.00	\$3.74	\$0.00	\$0.00	\$0.00	\$44.34	\$58.18

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

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Painter Local 707 HvyHwy

Change # : LCN01-2023ibLoc707HvyHwy

Craft : Painter Effective Date : 05/31/2023 Last Posted : 05/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1 Bridge Blaster	\$37.01		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$56.41	\$74.92
Class 2 Bridge Painter, RiggerContainment Builder, Spot Blaster	\$34.01		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$53.41	\$70.42
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (0-5 Years Exp.)	\$27.01		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$46.41	\$59.92
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control Boat Person, Driver (5 Plus Years Exp.)	\$30.01		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$49.41	\$64.42
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc	\$26.01		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$45.41	\$58.42
Class 5 Quality Control.Quality Assurance, Traffic Safety, Competent Person	\$30.01		\$8.72	\$6.08	\$0.45	\$0.00	\$4.15	\$0.00	\$0.00	\$0.00	\$49.41	\$64.42
Apprentice - Painter	Percent											
1st Year	60.00	\$22.21	\$8.72	\$1.64	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.02	\$44.12
2nd Year	70.00	\$25.91	\$8.72	\$2.25	\$0.45	\$0.00	\$2.91	\$0.00	\$0.00	\$0.00	\$40.24	\$53.19
3rd Year	80.00	\$29.61	\$8.72	\$2.70	\$0.45	\$0.00	\$3.32	\$0.00	\$0.00	\$0.00	\$44.80	\$59.60
4th Year	90.00	\$33.31	\$8.72	\$3.75	\$0.45	\$0.00	\$3.74	\$0.00	\$0.00	\$0.00	\$49.97	\$66.62

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

Ratio :

1 Apprentice to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Painter Bridge Class 2 is Defined as; Bridge Painter, Rigger, Containment Builder

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Pipefitter Local 120

Change # : LCN01-2023ibLoc120

Craft : Sprinkler Fitter Effective Date : 08/30/2023 Last Posted : 08/30/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$45.62		\$12.40	\$11.20	\$1.18	\$0.00	\$3.50	\$0.20	\$0.00	\$0.00	\$74.10	\$96.91
Apprentice	Percent											
1st year	48.79	\$22.26	\$5.45	\$0.00	\$1.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.89	\$40.02
2nd year	50.32	\$22.96	\$11.65	\$6.60	\$1.18	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$43.47	\$54.94
3rd year	58.33	\$26.61	\$11.65	\$6.60	\$1.18	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$47.12	\$60.43
4th year	69.51	\$31.71	\$11.65	\$6.60	\$1.18	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$52.22	\$68.08
5th year	77.51	\$35.36	\$11.65	\$6.60	\$1.18	\$0.00	\$0.88	\$0.20	\$0.00	\$0.00	\$55.87	\$73.55

Special Calculation Note : OTHER IS :SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio :

- 1 Journeyman to 1 Apprentice per project
- 2 - 4 Journeymen to 2 Apprentices
- 5 - 7 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA, LAKE, LORAIN

3 Journeymen to 1 Apprentice on jobs with
9 or more journeymen

Special Jurisdictional Note :

Details :

Sprinklerfitter duties shall include: installation, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and extinguishing systems; consist of handling and installing of all piping and appurtenances pertaining to sprinkler equipment including both overhead and underground water mains, fire hydrants and hydrants mains, stand pipes, hose connections, tank heaters, air lines, thermal systems and their connections; all operating and actuating lines and devices and their protective covering; all fire stopping of sprinkler piping systems; all tanks, pumps and city connections; fire protection systems using emulsify, spray, water fog, CO2 gas, foam and other fire control agents, settling of all fire pumps and tank filling pumps, air compressors and their connections; all work related to sprinkler inspections (included but not limited to: adjustments, maintenance, repair, testing, etc.)

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 526

Change # : LCN01-2023ibLoc526

Craft : Plaster Effective Date : 05/31/2023 Last Posted : 05/31/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$31.00		\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$52.07	\$67.57
Apprentice	Percent											
1st Year	50.00	\$15.50	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$36.57	\$44.32
2nd Year	60.00	\$18.60	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$39.67	\$48.97
3rd Year	75.00	\$23.25	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$44.32	\$55.94
4th Year	90.00	\$27.90	\$8.15	\$6.65	\$0.50	\$0.00	\$5.58	\$0.19	\$0.00	\$0.00	\$48.97	\$62.92

Special Calculation Note : Other is for Substance abuse and training.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice.

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CUYAHOGA, GEAUGA, LAKE,
LORAIN

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Plumber Pipefitter Local 42

Change # : LCN01-2023ibLoc42

Craft : Plumber/Pipefitter Effective Date : 07/01/2023 Last Posted : 06/28/2023

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Plumber Pipefitter	\$35.62	\$12.62	\$11.75	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61.09	\$78.90
Plumber Pipefitter Heavy Industrial	\$37.62	\$12.62	\$11.75	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63.09	\$81.90
Apprentice Heavy Industrial											
1st Year	\$20.20	\$8.92	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.22	\$40.32
2nd Year	\$23.87	\$12.62	\$7.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.22	\$57.16
3rd Year	\$27.63	\$12.62	\$7.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.98	\$62.80
4th Year	\$30.39	\$12.62	\$8.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.74	\$67.93
5th Year	\$1.16	\$12.62	\$9.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.51	\$25.09
Apprentice	Percent										
1st Year	54.32	\$19.35	\$8.92	\$0.00	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$29.37	\$39.04
2nd Year	64.06	\$22.82	\$12.62	\$7.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$44.17	\$55.58
3rd Year	74.05	\$26.38	\$12.62	\$7.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$47.73	\$60.91
4th Year	81.24	\$28.94	\$12.62	\$8.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$51.29	\$65.76
5th Year	88.45	\$31.51	\$12.62	\$9.63	\$1.10	\$0.00	\$0.00	\$0.00	\$0.00	\$54.86	\$70.61

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

Ratio :

1 Journeyman to 1 Apprentice
 2 Journeymen to 2 Apprentice
 Then 1 Journeyman to 5 Apprentices thereafter with
 No Max

Jurisdiction (* denotes special jurisdictional note) :

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

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: Sheet Metal Local 33 Industrial Door

Change # : LCN01-2023ibLoc33IndustrialDoor

Craft : Sheet Metal Worker Effective Date : 08/02/2023 Last Posted : 08/02/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$25.42		\$8.66	\$5.55	\$0.17	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$41.95	\$54.66
Trainees	Percent											
1st 60 days Probationary Perios	52.00	\$13.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.22	\$19.83
61st day-12 months	58.00	\$14.74	\$8.66	\$1.92	\$0.17	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00	\$26.90	\$34.28
2nd yr	68.00	\$17.29	\$8.66	\$1.92	\$0.17	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$29.63	\$38.27
3rd yr	73.00	\$18.56	\$8.66	\$1.92	\$0.17	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$31.00	\$40.27
4th yr	80.00	\$20.34	\$8.66	\$1.92	\$0.17	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$32.89	\$43.05
5th yr	86.00	\$21.86	\$8.66	\$1.92	\$0.17	\$0.00	\$1.91	\$0.00	\$0.00	\$0.00	\$34.52	\$45.45

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, HANCOCK, HENRY, HOLMES, HURON, LAKE, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PAULDING, PORTAGE, PUTNAM, RICHLAND, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE, WILLIAMS, WOOD

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Vermilion)

Change # : LCN01-2023ibLoc33Ver

Craft : Sheet Metal Worker Effective Date : 06/01/2023 Last Posted : 05/31/2023

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Sheet Metal Worker	\$33.10	\$10.17	\$12.41	\$0.94	\$0.00	\$5.49	\$0.00	\$0.00	\$0.00	\$62.11	\$78.66
Apprentice	Percent										
1st Year	60.00	\$19.86	\$10.17	\$7.45	\$0.18	\$0.00	\$0.00	\$0.00	\$0.00	\$37.66	\$47.59
2nd Year	65.02	\$21.52	\$10.17	\$8.07	\$0.94	\$0.00	\$2.75	\$0.00	\$0.00	\$43.45	\$54.21
3rd Year	75.00	\$24.83	\$10.17	\$9.31	\$0.94	\$0.00	\$2.75	\$0.00	\$0.00	\$48.00	\$60.41
4th Year	80.00	\$26.48	\$10.17	\$9.93	\$0.94	\$0.00	\$2.75	\$0.00	\$0.00	\$50.27	\$63.51
5th Year as of 06/01/2023 until the completion of their apprenticeship	85.00	\$28.14	\$10.17	\$10.55	\$0.94	\$0.00	\$2.75	\$0.00	\$0.00	\$52.55	\$66.61

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

Ratio :

1 Journeyman to 1 Apprentice
 2 Journeymen to 1 Apprentice
 3 Journeymen to 2 Apprentice
 5 Journeymen to 3 Apprentice
 7 Journeymen to 4 Apprentice
 9 Journeymen to 5 Apprentice
 11 Journeymen to 6 Apprentices
 14 Journeymen to 7 Apprentices
 17 Journeymen to 8 Apprentices
 19 Journeymen to 8 Apprentices
 Thereafter
 3 Journeymen to 1 Apprentice Ratio

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON, LORAIN, SANDUSKY

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHwy

Craft : Truck Driver **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$31.24		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01
Apprentice	Percent											
First 6 months	80.00	\$24.99	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$54.64
7-12 months	85.00	\$26.55	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.70	\$56.98
13-18 months	90.00	\$28.12	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.27	\$59.32
19-24 months	95.00	\$29.68	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.83	\$61.67
25-30 months	100.00	\$31.24	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHwy

Craft : Truck Driver **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)			\$31.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64
Apprentice			Percent									
First 6 months			80.00	\$25.33	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$42.48	\$55.14
7-12 months			85.00	\$26.91	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$44.06	\$57.52
13-18 months			90.00	\$28.49	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$45.64	\$59.89
19-24 months			95.00	\$30.08	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$47.23	\$62.27
25-30 months			100.00	\$31.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate

Skilled Crafts

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

Change # : LCN01-2023ibBldgHewHwy3

Craft : Truck Driver **Effective Date :** 05/01/2023 **Last Posted :** 04/26/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge-Frame Rock Trucks; Distributor Trucks)	\$32.66		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14
Apprentice	Percent											
First 6 months	80.00	\$26.13	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.28	\$56.34
7-12 months	85.00	\$27.76	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.79
13-18 months	90.00	\$29.39	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.54	\$61.24
19-24 months	95.00	\$31.03	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.18	\$63.69
25-30 months	100.00	\$32.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Inside

Change # : LCN01-2023ibLoc129in

Craft : Electrical Effective Date : 04/12/2023 Last Posted : 04/12/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$39.30		\$8.85	\$7.70	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.42	\$76.07
Apprentice	Percent											
1st 6 months	45.02	\$17.69	\$8.85	\$0.53	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.64	\$36.49
2nd 6 months	50.00	\$19.65	\$8.85	\$0.59	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.66	\$39.49
2nd yr	55.02	\$21.62	\$8.85	\$8.35	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.39	\$50.20
3rd yr	65.02	\$25.55	\$8.85	\$8.47	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.44	\$56.22
4th yr	75.02	\$29.48	\$8.85	\$8.58	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.48	\$62.22
5th yr	85.02	\$33.41	\$8.85	\$8.70	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.53	\$68.24

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON*, LORAIN*, MEDINA*

Special Jurisdictional Note : In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool.

In Lorain County the following township is excluded: Columbia Township

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 129 Inside Lt Commercial Northern

Change # : LCN01-2022sksLoc129in

Craft : Electrical Effective Date : 07/27/2022 Last Posted : 07/27/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$37.00		\$8.85	\$8.81	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.23	\$73.73
CE-3 12,001- 14,000 Hrs	\$26.88		\$6.47	\$0.81	\$0.87	\$0.00	\$0.81	\$0.10	\$0.00	\$0.00	\$35.94	\$49.38
CE-2 10,001- 12,000 Hrs	\$21.12		\$6.47	\$0.63	\$0.87	\$0.00	\$0.63	\$0.10	\$0.00	\$0.00	\$29.82	\$40.38
CE-1 8,001- 10,000 Hrs	\$19.20		\$6.47	\$0.58	\$0.87	\$0.00	\$0.58	\$0.10	\$0.00	\$0.00	\$27.80	\$37.40
CW-4 6,001- 8,000 Hrs	\$17.28		\$6.47	\$0.52	\$0.87	\$0.00	\$0.52	\$0.10	\$0.00	\$0.00	\$25.76	\$34.40
CW-3 4,001- 6,000 Hrs	\$15.36		\$6.47	\$0.46	\$0.87	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$23.72	\$31.40
CW-2 2,001- 4,000 Hrs	\$14.40		\$6.47	\$0.43	\$0.87	\$0.00	\$0.43	\$0.10	\$0.00	\$0.00	\$22.70	\$29.90
CW-1 0- 2,000 Hrs	\$13.44		\$6.47	\$0.40	\$0.87	\$0.00	\$0.40	\$0.10	\$0.00	\$0.00	\$21.68	\$28.40
Apprentice	Percent											
1st 6 months	40.00	\$14.80	\$8.85	\$0.44	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.66	\$32.06
2nd 6 months	45.00	\$16.65	\$8.85	\$0.50	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.57	\$34.90
2nd yr	50.00	\$18.50	\$8.85	\$8.26	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.18	\$45.43
3rd yr	60.00	\$22.20	\$8.85	\$8.37	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.99	\$51.09
4th yr	70.00	\$25.90	\$8.85	\$8.48	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.80	\$56.75
5th yr	85.00	\$31.45	\$8.85	\$8.64	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.51	\$65.23

Special Calculation Note : Other is Administration Fee.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON*, LORAIN*, MEDINA*
158

Construction Electrician and Construction Wireman Ratio

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

Special Jurisdictional Note : In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool.

In Lorain County the following township is excluded: Columbia.

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 129 Lightning Protection

Change # : OCR01-2022sksLoc129in

Craft : Electrical Effective Date : 11/10/2022 Last Posted : 11/10/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection Installer	\$32.15		\$7.75	\$0.96	\$0.00	\$3.00	\$1.93	\$0.00	\$0.00	\$0.00	\$45.79	\$61.86
Trainee Level of Experience	Percent											
1st 6 months	50.00	\$16.07	\$7.75	\$0.48	\$0.00	\$0.43	\$0.96	\$0.00	\$0.00	\$0.00	\$25.69	\$33.73
2nd 6 months	55.00	\$17.68	\$7.75	\$0.53	\$0.00	\$0.47	\$1.06	\$0.00	\$0.00	\$0.00	\$27.49	\$36.33
3rd 6 months	60.00	\$19.29	\$7.75	\$0.58	\$0.00	\$0.94	\$1.16	\$0.00	\$0.00	\$0.00	\$29.72	\$39.36
4th 6 months	65.00	\$20.90	\$7.75	\$0.63	\$0.00	\$1.02	\$1.25	\$0.00	\$0.00	\$0.00	\$31.55	\$42.00
3rd year	70.00	\$22.50	\$7.75	\$0.68	\$0.00	\$1.60	\$1.35	\$0.00	\$0.00	\$0.00	\$33.89	\$45.14
4th year	80.00	\$25.72	\$7.75	\$0.77	\$0.00	\$1.83	\$1.54	\$0.00	\$0.00	\$0.00	\$37.61	\$50.47
5th year	90.00	\$28.93	\$7.75	\$0.87	\$0.00	\$2.06	\$1.74	\$0.00	\$0.00	\$0.00	\$41.36	\$55.82

Special Calculation Note : OTHER is Holiday Pay

Ratio :

3 Journeyman to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ERIE, HURON*, LORAIN*, MEDINA*

Special Jurisdictional Note : In Huron County the following townships are included: Bronson, Clarksfield, Fairfield, Fitchville, Greenfield, Hartland, Lyme, New London, Norwalk, Norwich, Peru, Ridgefield, Sherman, Townsend and Wakeman. In Medina County the following townships are included: Litchfield and Liverpool.

In Lorain County the following township is excluded: Columbia.

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 129 Voice Data Video

Change # : LCN01-2023ibLoc129VDV

Craft : Voice Data Video Effective Date : 04/12/2023 Last Posted : 04/12/2023

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician	\$30.30	\$7.75	\$3.86	\$0.42	\$1.36	\$0.00	\$0.00	\$0.00	\$0.00	\$43.69	\$58.84
Communications Technician	\$31.55	\$7.75	\$3.90	\$0.42	\$1.42	\$0.00	\$0.00	\$0.00	\$0.00	\$45.04	\$60.82
Senior Technician	\$32.55	\$7.75	\$3.93	\$0.42	\$1.46	\$0.00	\$0.00	\$0.00	\$0.00	\$46.11	\$62.39
Security Technician Level I	\$30.30	\$7.75	\$3.86	\$0.42	\$1.36	\$0.00	\$0.00	\$0.00	\$0.00	\$43.69	\$58.84
Security Technician Level II	\$31.55	\$7.75	\$3.90	\$0.42	\$1.42	\$0.00	\$0.00	\$0.00	\$0.00	\$45.04	\$60.82
Security Technician Level III	\$32.55	\$7.75	\$3.93	\$0.42	\$1.46	\$0.00	\$0.00	\$0.00	\$0.00	\$46.11	\$62.39
Audio/Visual Technician Level I	\$30.30	\$7.75	\$3.86	\$0.42	\$1.36	\$0.00	\$0.00	\$0.00	\$0.00	\$43.69	\$58.84
Audio/Visual Technician Level II	\$31.55	\$7.75	\$3.90	\$0.42	\$1.42	\$0.00	\$0.00	\$0.00	\$0.00	\$45.04	\$60.82
Audio/Visual Technician Level III	\$32.55	\$7.75	\$3.93	\$0.42	\$1.46	\$0.00	\$0.00	\$0.00	\$0.00	\$46.11	\$62.39
Apprentice	Percent										
1st 750 hours	55.00	\$16.67	\$7.75	\$3.45	\$0.42	\$0.75	\$0.00	\$0.00	\$0.00	\$29.04	\$37.37
2nd 750 hours	65.02	\$19.70	\$7.75	\$3.54	\$0.42	\$0.89	\$0.00	\$0.00	\$0.00	\$32.30	\$42.15
3rd 750 hours	75.00	\$22.73	\$7.75	\$3.63	\$0.42	\$1.02	\$0.00	\$0.00	\$0.00	\$35.55	\$46.91
4th 750 hours	80.00	\$24.24	\$7.75	\$3.68	\$0.42	\$1.09	\$0.00	\$0.00	\$0.00	\$37.18	\$49.30
5th 750 hours	85.02	\$25.76	\$7.75	\$3.72	\$0.42	\$1.16	\$0.00	\$0.00	\$0.00	\$38.81	\$51.69
6th 750 hours	90.00	\$27.27	\$7.75	\$3.77	\$0.42	\$1.23	\$0.00	\$0.00	\$0.00	\$40.44	\$54.08

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: (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 :

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 then 10 ft.

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

All HVAC control work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 38

Change # : LCN01-2023sksLoc38

Craft : Electrical Effective Date : 05/10/2023 Last Posted : 05/10/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$43.13		\$9.55	\$10.05	\$0.42	\$0.00	\$2.00	\$1.29	\$0.00	\$0.00	\$66.44	\$88.01
Apprentice	Percent											
1st year 1st 6 Months	35.00	\$15.10	\$9.55	\$0.00	\$0.42	\$0.00	\$2.00	\$0.45	\$0.00	\$0.00	\$27.52	\$35.06
1st year 2nd 6 Months	40.00	\$17.25	\$9.55	\$0.00	\$0.42	\$0.00	\$2.00	\$0.52	\$0.00	\$0.00	\$29.74	\$38.37
2nd year 3rd 6 Months	45.00	\$19.41	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.58	\$0.00	\$0.00	\$38.49	\$48.19
2nd year 4th 6 Months	50.00	\$21.57	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.65	\$0.00	\$0.00	\$40.72	\$51.50
3rd year 5th 6 Months	55.00	\$23.72	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.71	\$0.00	\$0.00	\$42.93	\$54.79
3rd year 3rd year 6th 6 Months	60.00	\$25.88	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.78	\$0.00	\$0.00	\$45.16	\$58.10
4th year 7th 6 Months	65.00	\$28.03	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.84	\$0.00	\$0.00	\$47.37	\$61.39
4th year 8th 6 Months	70.00	\$30.19	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.91	\$0.00	\$0.00	\$49.60	\$64.70
4th year 9th 6 Months	75.00	\$32.35	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$0.97	\$0.00	\$0.00	\$51.82	\$67.99
5th year 10th 6 Months	80.00	\$34.50	\$9.55	\$6.53	\$0.42	\$0.00	\$2.00	\$1.04	\$0.00	\$0.00	\$54.04	\$71.30

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

Ratio :

1 to 3 Journeyman up to 2 Apprentice
4 to 6 Journeymen up to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

163 CUYAHOGA, GEAUGA*, LORAIN*

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

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

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 38 Lightning Rod

Change # : LCN01-2023ibLoc38LR

Craft : Electrical Effective Date : 07/05/2023 Last Posted : 07/05/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lightning Protection Installer	\$33.15		\$7.75	\$0.99	\$0.00	\$3.09	\$1.99	\$0.00	\$0.00	\$0.00	\$46.97	\$63.54
Trainee Experience Level	Percent											
Lightning Protection Installer 1st day-6 months	50.02	\$16.58	\$7.75	\$0.50	\$0.00	\$0.44	\$0.99	\$0.00	\$0.00	\$0.00	\$26.26	\$34.55
Lightning Protection Installer 2nd 6 months	55.00	\$18.23	\$7.75	\$0.55	\$0.00	\$0.49	\$1.09	\$0.00	\$0.00	\$0.00	\$28.11	\$37.23
Lightning Protection Installer 3rd 6th months	60.00	\$19.89	\$7.75	\$0.60	\$0.00	\$0.97	\$1.19	\$0.00	\$0.00	\$0.00	\$30.40	\$40.34
Lightning Protection Installer 4th 6 months	65.00	\$21.55	\$7.75	\$0.65	\$0.00	\$1.05	\$1.29	\$0.00	\$0.00	\$0.00	\$32.29	\$43.06
Lightning Protection Installer 3rd Year	70.02	\$23.21	\$7.75	\$0.70	\$0.00	\$1.65	\$1.39	\$0.00	\$0.00	\$0.00	\$34.70	\$46.31
Lightning Protection Installer 4th Year	80.00	\$26.52	\$7.75	\$0.80	\$0.00	\$1.89	\$1.59	\$0.00	\$0.00	\$0.00	\$38.55	\$51.81
Lightning Protection Installer 5th Year	90.02	\$29.84	\$7.75	\$0.90	\$0.00	\$2.12	\$1.79	\$0.00	\$0.00	\$0.00	\$42.40	\$57.32
						165						

Special Calculation Note : Other is Holiday.

Ratio :

3 Journeyman to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

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

Details :

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

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 38 Lt Commercial Northern

Change # : LCN01-2023ibLoc38

Craft : Electrical **Effective Date :** 01/11/2023 **Last Posted :** 01/11/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$40.88		\$9.55	\$11.28	\$0.42	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00	\$63.63	\$84.07
CE-3 12,001- 14,000 Hrs	\$27.59		\$6.51	\$0.83	\$0.82	\$0.00	\$0.83	\$0.00	\$0.00	\$0.10	\$36.68	\$50.47
CE-2 10,001- 12,000 Hrs	\$21.68		\$6.51	\$0.65	\$0.82	\$0.00	\$0.65	\$0.00	\$0.00	\$0.10	\$30.41	\$41.25
CE-1 8,001- 10,000 Hrs	\$19.71		\$6.51	\$0.59	\$0.82	\$0.00	\$0.59	\$0.00	\$0.00	\$0.10	\$28.32	\$38.18
CW-4 6,001- 8,000 Hrs	\$17.74		\$6.51	\$0.53	\$0.82	\$0.00	\$0.53	\$0.00	\$0.00	\$0.10	\$26.23	\$35.10
CW-3 4,000- 6,000 Hrs	\$15.77		\$6.51	\$0.47	\$0.82	\$0.00	\$0.47	\$0.00	\$0.00	\$0.10	\$24.14	\$32.03
CW-2 2,001- 4,000 Hrs	\$14.78		\$6.51	\$0.44	\$0.82	\$0.00	\$0.44	\$0.00	\$0.00	\$0.10	\$23.09	\$30.48
CW-1 0- 2,000 Hrs	\$13.80		\$6.51	\$0.41	\$0.82	\$0.00	\$0.41	\$0.00	\$0.00	\$0.10	\$22.05	\$28.95
Apprentice	Percent											
1st 6 Months	35.00	\$14.31	\$9.55	\$0.00	\$0.42	\$0.00	\$1.50	\$0.43	\$0.00	\$0.00	\$26.21	\$33.36
2nd 6 Months	40.00	\$16.35	\$9.55	\$0.00	\$0.42	\$0.00	\$1.50	\$0.49	\$0.00	\$0.00	\$28.31	\$36.49
3rd 6 Months	45.00	\$18.40	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.55	\$0.00	\$0.00	\$36.95	\$46.14
4th 6 Months	50.00	\$20.44	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.61	\$0.00	\$0.00	\$39.05	\$49.27
5th 6 Months	55.00	\$22.48	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.67	\$0.00	\$0.00	\$41.15	\$52.40
6th 6 Months	60.00	\$24.53	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.74	\$0.00	\$0.00	\$43.27	\$55.53
7th 6 Months	65.00	\$26.57	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.80	\$0.00	\$0.00	\$45.37	\$58.66

8th 6 Months	70.00	\$28.62	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.86	\$0.00	\$0.00	\$47.48	\$61.78
9th 6 Months	75.00	\$30.66	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.92	\$0.00	\$0.00	\$49.58	\$64.91
10th 6 Months	80.00	\$32.70	\$9.55	\$6.53	\$0.42	\$0.00	\$1.50	\$0.98	\$0.00	\$0.00	\$51.68	\$68.04

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

CUYAHOGA, GEAUGA*, LORAIN*

Construction Electrician and Construction Wireman Ratio

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

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

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

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 38 Voice Data Video

Change # : LCN01-2023ibLoc38VDV

Craft : Voice Data Video Effective Date : 05/10/2023 Last Posted : 05/10/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	\$28.55		\$7.75	\$3.20	\$0.42	\$1.28	\$1.50	\$0.89	\$0.00	\$0.00	\$43.59	\$57.87
Communication Technician	\$29.80		\$7.75	\$3.20	\$0.42	\$1.34	\$1.50	\$0.93	\$0.00	\$0.00	\$44.94	\$59.84
Senior Technician	\$30.80		\$7.75	\$3.20	\$0.42	\$1.39	\$1.50	\$0.97	\$0.00	\$0.00	\$46.03	\$61.43
Security Technician Level I	\$28.55		\$7.75	\$3.20	\$0.42	\$1.28	\$1.50	\$0.89	\$0.00	\$0.00	\$43.59	\$57.87
Security Technician Level II	\$29.80		\$7.75	\$3.20	\$0.42	\$1.34	\$1.50	\$0.93	\$0.00	\$0.00	\$44.94	\$59.84
Security Technician Level III	\$30.80		\$7.75	\$3.20	\$0.42	\$1.39	\$1.50	\$0.97	\$0.00	\$0.00	\$46.03	\$61.43
Audio/Visual Technician Level I	\$28.55		\$7.75	\$3.20	\$0.42	\$1.28	\$1.50	\$0.89	\$0.00	\$0.00	\$43.59	\$57.87
Audio/Visual Technician Level II	\$29.80		\$7.75	\$3.20	\$0.42	\$1.34	\$1.50	\$0.93	\$0.00	\$0.00	\$44.94	\$59.84
Audio/Visual Technician Level III	\$30.80		\$7.75	\$3.20	\$0.42	\$1.39	\$1.50	\$0.97	\$0.00	\$0.00	\$46.03	\$61.43
Apprentice	Percent											
1st 6 months	55.00	\$15.70	\$7.75	\$3.20	\$0.42	\$0.71	\$1.50	\$0.49	\$0.00	\$0.00	\$29.77	\$37.62
2nd 6 months	65.00	\$18.56	\$7.75	\$3.20	\$0.42	\$0.84	\$1.50	\$0.58	\$0.00	\$0.00	\$32.85	\$42.13
3rd 6 months	75.00	\$21.41	\$7.75	\$3.20	\$0.42	\$0.96	\$1.50	\$0.67	\$0.00	\$0.00	\$35.91	\$46.62
4th 6 months	80.00	\$22.84	\$7.75	\$3.20	\$0.42	\$1.03	\$1.50	\$0.72	\$0.00	\$0.00	\$37.46	\$48.88
5th 6 months	85.00	\$24.27	\$7.75	\$3.20	\$0.42	\$1.09	\$1.50	\$0.76	\$0.00	\$0.00	\$38.99	\$51.12
6th 6 months	90.00	\$25.69	\$7.75	\$3.20	\$0.42	\$1.16	\$1.50	\$0.81	\$0.00	\$0.00	\$40.54	\$53.38

Special Calculation Note : Other is National Electrical Benifit Fund.

Ratio :

169 Jurisdiction (* denotes special jurisdictional note) :

1 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 Twp.).

Details :

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

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

The following work is excluded from the Teledata Technician work scope:

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

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

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

All HVAC control work.

Prevailing Wage Rate

Skilled Crafts

Name of Union: **Roofer Local 44**

Change # : **LCN01-2023ibLoc44**

Craft : **Roofer** Effective Date : **04/30/2023** Last Posted : **04/26/2023**

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$37.75		\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$58.49	\$77.36
Applicant & Helper Trainees												
0 to 1851 hrs	\$16.99		\$0.50	\$0.50	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$18.49	\$26.98
1852 to 3350 hrs	\$20.76		\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$41.50	\$51.88
3351 to 4850 hrs	\$26.43		\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$47.17	\$60.39
4851 to 6350 hrs	\$30.20		\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$50.94	\$66.04
6351 to 7550 hrs	\$33.98		\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$54.72	\$71.71
7551 hrs	\$37.75		\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$58.49	\$77.36
Apprentice	Percent											
Start of school	50.02	\$18.88	\$0.50	\$0.50	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$20.38	\$29.82
600 hrs worked/72 school hrs	55.00	\$20.76	\$0.50	\$0.50	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$22.26	\$32.64
1200 hrs worked/144 school hrs	60.00	\$22.65	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$43.39	\$54.71
1800 hrs worked/216 school hrs	65.00	\$24.54	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$45.28	\$57.55
2400 hrs worked/288 school hrs	70.02	\$26.43	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$47.17	\$60.39
3000 hrs worked/360 school hrs	75.00	\$28.31	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$49.05	\$63.21
3600 hrs worked/432 school hrs	80.00	\$30.20	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$50.94	\$66.04

171

4200 hrs worked/504 school hrs	90.02	\$33.98	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$54.72	\$71.71
4800 hrs/576 school hrs	100.00	\$37.75	\$9.39	\$10.85	\$0.44	\$0.00	\$0.00	\$0.06	\$0.00	\$0.00	\$58.49	\$77.36

Special Calculation Note : Other is for Drug Testing.

Ratio :

2 Journeymen to 1 Apprentice
1 Applicant/Helper Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Lorain (The Ohio Turnpike North)

Details :

Prevailing Wage Rate

Skilled Crafts

Name of Union: Roofer Local 88

Change # : LCN01-2023ibLoc88

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$30.07		\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$51.45	\$66.49
HELPERS												
Helper -500 Hrs. 1st 6 months	\$16.84		\$2.25	\$0.00	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$21.17	\$29.59
Helper - 500 Hrs. 2nd 6 months	\$18.65		\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.03	\$49.35
2nd year Helper	\$20.45		\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$41.83	\$52.05
3rd year Helper	\$22.26		\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$43.64	\$54.77
4th year Helper	\$24.06		\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.44	\$57.47
5th year Helper	\$25.86		\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$47.24	\$60.17
Apprentice	Percent											
1st 6 months w/500 hrs	56.00	\$16.84	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$38.22	\$46.64
2nd 6 months w/500 hrs	62.02	\$18.65	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.03	\$49.35
3rd 6 months w/500 hrs	68.00	\$20.45	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$41.83	\$52.05
4th 6 months w/500 hrs	74.02	\$22.26	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$43.64	\$54.77
5th 6 months w/500 hrs	80.00	\$24.06	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.44	\$57.46
6th 6 months w/500 hrs	86.00	\$25.86	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$47.24	\$60.17
173												

7th 6 months w/500 hrs	92.02	\$27.67	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$49.05	\$62.89
------------------------------	-------	---------	--------	--------	--------	--------	--------	--------	--------	--------	---------	---------

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.
Other \$0.18 is for C.I.D.B.

Ratio :

No helper shall be used on any one job unless 1
Journeyman, and 1 Apprentices are working on said job
.One
(1) Journeyman to One (1) Apprentice to One (1) Helper

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, CARROLL, COSHOCTON,
CRAWFORD, HOLMES, HURON, LORAIN*,
MEDINA, PORTAGE, RICHLAND, STARK,
SUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note : In Lorain County (South of the Turnpike)

Details :

"General Decision Number: OH20230087 08/04/2023

Superseded General Decision Number: OH20220087

State: Ohio

Construction Type: Building

County: Lorain County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	03/03/2023
3	04/14/2023
4	06/30/2023
5	07/14/2023
6	08/04/2023

ASBE0003-002 08/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.23	25.05

BROH0005-006 05/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 36.95	19.92

BROH0005-007 05/01/2022

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 36.95	19.92

BROH0005-009 05/01/2021

	Rates	Fringes
TILE FINISHER.....	\$ 36.62	18.80

BROH0036-001 05/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 33.60	18.71

CARP0373-001 05/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.30	17.91

CARP0435-002 05/01/2019

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging, Metal Stud Installation, Soft Floor Laying, and Form Work).....	\$ 32.64	19.44

CARP0735-003 05/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 27.31	17.88

CARP1090-001 05/01/2021

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.24	23.64

ELEC0038-004 04/25/2022

	Rates	Fringes
ELECTRICIAN (HVAC/Temperature Controls Installation Only).....	\$ 40.88	22.75

FOOTNOTES;

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

ELEC0038-005 04/25/2022

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 28.05	13.25

FOOTNOTES;

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

ELEC0038-007 04/25/2022

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 40.88	22.75

FOOTNOTES;

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

ELEC0129-005 02/27/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms/HVAC Temperature Controls).....	\$ 39.30	18.30

ELEV0017-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.68	37.335+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-042 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 39.46	15.09
Oiler.....	\$ 28.68	15.09

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

* IRON0017-011 05/01/2023

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01

LAB00758-002 05/01/2023

	Rates	Fringes
LABORER		
Common or General.....	\$ 32.47	13.65
Mason Tender – Brick & Cement/Concrete.....	\$ 32.67	13.65

LAB00894-003 06/01/2018

	Rates	Fringes
LABORER		
Pipelayer.....	\$ 31.27	10.90

* PAIN0181-001 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.97	20.40

* PAIN0707-002 05/01/2023

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 30.75	19.05

* PAIN0707-003 05/01/2023

	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only).....	\$ 31.79	19.05

PLAS0031-018 05/01/2014

	Rates	Fringes
PLASTERER (Including FLOOR LAYER: Floor Coating/Epoxy).....	\$ 29.51	15.67

PLAS0404-001 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.28	22.51

* PLUM0042-004 07/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 37.62	25.47

* PLUM0120-009 05/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 45.62	27.30
SPRINKLER FITTER (Fire Sprinklers).....	\$ 45.62	27.30

R00F0044-003 04/30/2023

	Rates	Fringes
R00FER.....	\$ 37.75	20.68

SHEE0033-043 11/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct and Unit Installation Only).....	\$ 40.61	27.56

* SHEE0033-045 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct and Unit Installation).....	\$ 33.10	28.07

* UAVG-OH-0026 01/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 31.87	12.74

SU0H2012-089 08/29/2014

	Rates	Fringes
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 24.53	14.55
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 30.95	10.20
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 32.88	12.26
OPERATOR: Bulldozer.....	\$ 21.15	8.72
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 31.48	12.80
OPERATOR: Roller.....	\$ 31.48	12.80
PAINTER: Spray.....	\$ 22.78	12.40
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the E0, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the E0 is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"

October 27, 2023

MHARS Lorain County
1173 N Ridge Rd East
Lorain, OH 44055

Attention: Todd Cooper, PE, CCM, PSP, LEED AP
Hill International – First Vice President

Reference: Materials Testing and Special Inspection Services
Lorain County Crisis Receiving Center
Lorain, OH

Mr. Cooper,

CTL appreciates the opportunity to provide our materials testing and inspection services to the Lorain County Crisis Receiving Center project. Per your request, the following letter details our scope of services, as well as provides a cost estimate to complete the necessary testing and inspections for the project.

PROJECT LOCATION AND DESCRIPTION

The project consists of the construction of a new Crisis Receiving Center for Lorain, OH. The building will be a multi-story, 29,784 square foot building which will be supported by concrete spread footings and steel framing. This construction will include earthwork and fill placement, reinforcing concrete foundations, structural steel framing and roofing, concrete slabs on grade and metal decks, and parking lot/roadway pavement. Site and building utilities, fire prevention systems, and building envelope systems will also be included in the construction.

As part of our estimate, we are also including the surface repairs of the existing Nord Center Parking Lot, which is adjacent to the Crisis Receiving Center project.

A. Scope of Services

Based on our conversations, statement of special inspections, and our experience on similar projects, we anticipate that our services will include the following inspection, testing and special inspection services:

1. Determination of suitability of materials for use as engineered fills, backfill and sub-base.
2. Inspection and testing of soil compaction operations during placement of fills and backfills.
3. Inspection of foundation bearing soils to confirm proper bearing strength and soil types & conditions.
4. Inspection of reinforcing steel and mesh size and arrangement.
5. Inspection, sampling and testing of cast-in-place concrete.
6. Inspection and testing of post installed concrete anchors.
7. Inspection and testing of structural steel connections.

8. Inspection and testing of asphalt and concrete pavement, walks and exterior slabs.
9. Inspection of fireproofing and fire-stopping materials.
10. Inspection of roof framing and building enclosures, including vapor barrier and spray applied insulation observation and testing.

As part of Alternate C (Nord Center resurfacing), we also expect to provide core sampling of the parking lot to verify the depth of pavement and aggregate base. We will also patch these core locations.

Cost of Services Estimate

CTL has attached to this letter our unit fee schedule, which we will use for the duration of the project. The costs of special inspections and testing can vary based on weather conditions, project scheduling, and contractor sequencing. As of the development of this cost estimate, no project schedule is available to review. The following cost estimate is based on our experience with similar sized projects. Once the contractor has provided a detailed and sequenced project schedule, we can refine this estimate.

CTL makes the follow assumptions for the project:

1. For budgeting purposes, we expect to utilize an Engineering Technician for earthwork testing, reinforcing and concrete inspections, and other pavement or site work testing. We expect these visits to last 8 hours, portal to portal, each day.
2. For each day CTL is onsite, we will utilize ½ hour of Project Management time for technician coordination, report review, and report distribution. We also expect to provide approximately 4 hours of PM time to review contractor/supplier QC plans and mix designs for the project.
3. During the earthwork and site work phases of the project, our technician will utilize a nuclear density gauge for verifying in place compaction and moisture content of soils, aggregates, and asphalt pavement. For the life of the project, we expect to obtain two (2) soil samples, and one (1) aggregate sample for standard proctor and gradation testing.
4. For each day of asphalt pavement, we anticipate collecting one (1) bulk sample of asphalt for extraction and gradation testing. Although we can provide core sampling services, we will not obtain cores for density verification; the only coring will be for the Nord Center parking lot for thickness verification.
5. For concrete placements, CTL will cast at least one set of five (5) cylinders every 150 cubic yards, with at least one set being made each concrete placement. For slab on grade or slab on deck placements, we estimate that 3 sets of cylinders will be made, while we expect to make one set for wall or foundation placements.
6. For slab on grade placements, CTL will attempt to have the same technician perform both the concrete testing and floor flatness testing. However, for budgeting purposes, we have included a four visit for each floor slab for flatness and levelness testing. An Allen Face D-Meter will be used to perform flatness testing.
7. For structural steel framing, we estimate that a Structural Steel inspector will be utilized for 6 hours, portal to portal, for inspections. As the project is expected to include moment connections and full penetrating welds, we estimate that (2) of these visits will utilize



Ultrasonic Testing (UT) equipment.

8. For firestopping and fireproofing visits, we will utilize a Senior Engineering Technician. We expect these visits will last 6 hours, portal to portal. If intumescent fireproofing is chosen for the project, there will only be the technician's time for each day, as well as a charge for a thickness gauge.
9. For spray applied or cementitious fireproofing, CTL will perform in place bond testing as well as lab density testing of samples. Based on the square footage of the project, we expect to perform 24 bond tests and 24 density tests for fireproofing.
10. For Roofing Inspections, we will utilize a team of two (2) certified roof observers, who will be dispatched from our Columbus office. We anticipate two visits for roofing inspection, which will last 8 hours, portal to portal.

Item/Staff Type	Unit Rate	Total Units	Cost
Engineering Technician	\$ 64.00/hour	540.00	\$ 34,560.00
Senior Eng. Tech	\$ 75.00/hour	56.00	\$ 4,200.00
Structural Steel Inspector	\$ 90.00/hour	40.00	\$ 3,600.00
Project Management	\$ 140.00/hour	40.00	\$ 5,600.00
Concrete Cylinders	\$ 20.00/cylinder	225.00	\$ 4,500.00
Asphalt Extraction/Gradation	\$ 250.00/sample	8.00	\$ 2,000.00
Standard Proctor	\$ 250.00/sample	3.00	\$ 750.00
Sieve Analysis	\$ 100.00/sample	1.00	\$ 100.00
Soil Classification (Grain size and Atterberg Limits)	\$ 140.00/sample	2.00	\$ 280.00
Fireproofing Bond & Density Tests	\$ 60.00/pair	24.00	\$ 1,440.00
Nuclear Density Gauge	\$ 40.00/day	30.00	\$ 1,200.00
Floor Flatness Gauge	\$ 150.00/day	5.00	\$ 750.00
Anchor Testing Equipment	\$ 150.00/day	5.00	\$ 750.00
Ultrasonic Equipment	\$ 100.00/day	2.00	\$ 200.00
Trip Charge	\$ 40.00/day	88.00	\$ 3,520.00
Roofing Inspection			\$ 5,000.00
Parking Lot Coring			\$ 800.00
Cost Estimate for Testing and Inspection:			\$ 69,250.00
Including Contingency for Overtime and Unforeseen Conditions:			\$ 76,175.00

These budget items should be considered a not-to-exceed (without approval) budget number and not a fixed fee or lump sum. The final cost will be determined by the actual amount of testing performed and man-hours rendered on the project.

CTL will only invoice for actual services provided in accordance with the appropriate unit rate. Project management and reporting will be invoiced separately as necessary to properly service the project. Laboratory test reporting costs are included with the individual test unit rate. Services will be performed on a unit rate basis in accordance with the attached unit fee schedule. Overtime would apply for work performed on weekends, holidays, or for work greater than 8 per day, portal to portal. Overtime is billed at a rate of 1.5 times the technician's rate. Sample retrieval and delivery will be billed at the unit rates listed. Minimum show-up charges will not apply.

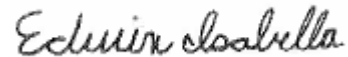


CLOSING

We sincerely appreciate the opportunity to submit this cost proposal and look forward to working with you on this project. If you have any questions or need further information, please feel free to contact me at your earliest convenience.

Respectfully submitted,

CTL ENGINEERING, INC.



Edwin Isabella, P.E.
Project Manager, Construction Services

Attachments:
Unit Fee Schedule



CONSTRUCTION TESTING AND OBSERVATION SERVICES

PERSONNEL

Senior Professional Engineer (1010)	\$175.00/hour
Project Manager (1003)	\$140.00/hour
Structural Inspector / Certified Welding Inspector (1011, 1014)	\$90.00/hour
Sen. Engineering Technician – Fireproofing, Firestopping, Anchor Testing (1007)	\$75.00/hour
Engineering Technician – Concrete, Foundation, and Pavement Testing (1013)	\$64.00/hour

EQUIPMENT

Nuclear Densometer for Soil Moisture-Density or Bituminous Density Testing ASTM D2922, ASTM D2950 (2NUC)	\$40.00/day
Windsor Probe Equipment (2WIND)	\$80.00/day
Test Section (2PROBE)	\$90.00/each
Floor Flatness Gauge (2FLAT).....	\$150.00/day
Reinforcing Steel Locator Gauge (2PROF).....	\$200.00/day
Relative Humidity (RH) Floor Moisture Probes (2RHP)	\$70.00/each
Concrete Vapor Emission Test. (2VAPOR)	\$30.00/each
Anchor Testing Equipment (2PULL)	\$150.00/day
Structural Steel Inspection Equipment (2STEEL).....	\$100.00/day

LABORATORY TESTS

NOTE: All Tests are Flat Rate unless otherwise specified. Other lab testing is available and can be quoted upon request.

SOIL AND AGGREGATES:

Specific Gravity (ASTM D854) (5S010).....	\$80.00/each
Loss on Ignition, ASTM D2974 (5S004)	\$30.00/each
Grain Size Analysis, ASTM C136 or D422:	
Sieve Analysis and Short Hydrometer (5S003A)	\$80.00/each
Sieve Analysis and Long Hydrometer (5S003B).....	\$140.00/each
Atterberg Limits, ASTM D4318:	
Plastic Limit (5S023)	\$40.00/each
Liquid Limit (5S024)	\$40.00/each
Moisture Density Relation Proctor:	
Standard Proctor (ASTM D698) (5S011)	\$250.00/each
One Point Proctor (5S027).....	\$100.00/each
Gradation, ASTM C136 (6A001)	\$100.00/each
Percent Finer than #200 Sieve (6A002).....	\$100.00/each



PORTLAND CEMENT CONCRETE, MORTAR, GROUT:

Standard Compression Strength Cylinder (includes mold), ASTM C 39 (6C003)	\$20.00/each
Concrete Beam, Modulus of Rupture, (ASTM C293, C78 (6C005)	\$65.00/each
Compressive Strength Cube, ASTM C (6G001)	\$20.00/each
Compressive Strength Grout Prism (Includes Preparation) ASTM C 1019(6G002)	\$65.00/each
Compressive Strength of Core Specimen (and Unit Weight) ASTM C42 (6C014).....	\$65.00/each

ASPHALT:

Extraction (Centrifuge), For AC Content (Method A), ASTM D 2172 (6B006)	\$250.00/each
Bulk Specific Gravity, ASTM D 2726 (6B010)	\$50.00/each

FIREPROOFING:

Density (Dry-back & Dimensions), ASTM E-605(6F001)	\$30.00/each
Density (Dry-back & Bead Displacement), Method D (6F002).....	\$70.00/each
Fireproofing Bond Test (Cohesion/Adhesion), ASTM E 736 (2BOND)	\$30.00/each

MISCELLANEOUS EXPENSES

Overtime

Saturday and excess of 8 hours/day	Time & 1/2
Sunday and Holidays	Double time
Trip Charge	\$40.00/visit
Subsistence and Travel Expenses	Cost
Direct Expenses incurred on behalf of client (materials, test supplies, shipping, etc.)	Cost



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement"), is made this ____ day of _____, 2023 between the Mental Health, Addiction, and Recovery Services Board of Lorain County ("MHARS Board") and CTL Engineering, Inc. ("Consultant").

RECITALS:

1. The MHARS Board and the Consultant mutually desire to contract with each other for the Consultant to provide services associated with the MHARS Board crisis receiving center construction ("Project").
2. The Consultant is uniquely qualified, experienced, and willing to perform said work on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE 1: SCOPE AND PERFORMANCE OF WORK

The Consultant agrees to provide assessment services for the MHARS Board for the intended development of the Project, such services being described in Exhibit A attached hereto and incorporated herein (collectively, "Services"). The Consultant shall promptly commence performance of the Services after written or verbal authorization by the MHARS Board's authorized representative.

The Consultant shall perform the Services consistent with the degree of care and skill exercised by prudent and experienced consultants and firms that perform building assessment and project feasibility services in the State of Ohio ("Standard of Care"). The Consultant shall, at all times, perform the Services in a professional manner and in accordance with all applicable laws, rules, orders, decrees, ordinances and statutes, and otherwise in accordance with the Standard of Care.

The Consultant covenants that in performing the services, it shall use or employ only qualified personnel. The Consultant represents and warrants that it has personnel experienced in providing services for projects similar in scope and complexity to the Services to be provided hereunder, and that the Consultant shall use such personnel so as to provide the Services in accordance with the Standard of Care. The MHARS Board may require the Consultant to remove any person providing Services for the Project that the MHARS Board reasonably deems unfit for his or her duties.

ARTICLE 2: SCHEDULE OF PAYMENTS

To compensate the Consultant for services rendered, the MHARS Board agrees to pay the Consultant an amount not to exceed Seventy-Six Thousand One Hundred Seventy-Five Dollars (\$76,175.00) (the "Consulting Fee").

The Consultant shall submit, in a format acceptable to the MHARS Board, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the MHARS Board upon request.

The MHARS Board shall pay all invoices within thirty (30) days of receipt of a proper invoice from the Consultant. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The MHARS Board may withhold payment for such work until it meets the requirements of this Agreement.

ARTICLE 3: TERM

The term of this Agreement shall commence upon the full execution hereof by the MHARS Board and the Consultant, and shall remain in full force and effect until the full completion of the Services, as confirmed by the MHARS Board in writing, or the earlier termination of this Agreement as hereinafter provided.

ARTICLE 4: TERMINATION

This Agreement may be terminated by the MHARS Board upon ten (10) business days' prior written notice to the Consultant in the event of a breach hereof by the Consultant, provided that the Consultant does not cure such breach within the ten (10) day period after it receives written notice of the same, except that there shall be no cure period in the event of the Consultant's failure to maintain insurance as required herein. This Agreement may be terminated at any time by the MHARS Board for its convenience upon fourteen (14) days' prior written notice. In the event of termination for convenience, the MHARS Board shall pay the Consultant for the Services actually provided (but not in excess of the Consulting Fee), but not for lost profit and overhead.

ARTICLE 5: INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the MHARS Board and/or the Ohio State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the MHARS Board and/or the Ohio State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the MHARS Board with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE 6: INDEPENDENT CONTRACTOR

The Consultant and the MHARS Board understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of MHARS Board employment nor shall the Consultant claim any related employment benefits, social security, retirement benefits, or any other pertinent government employment benefits.

ARTICLE 7: OWNERSHIP OF DOCUMENTS AND REPORTS

The Consultant agrees that all field data, analytical results, studies, drawings, maps, computations, plans, specifications, estimates and other documented evidence of the work prepared by or for Consultant under the provisions of this Agreement, shall become and remain the property of the MHARS Board upon termination or completion of the Services. If applicable, the MHARS Board requires all drawings to be submitted in AutoCAD release 14 or later, with MHARS Board supplied floor plans (where available) to be used as base plans. AIA layering standards will apply. If applicable, Consultant shall provide the MHARS Board with both a hard copy and an electronic copy of all plans, including, without limitation, as-built drawings to be given to the MHARS Board upon termination or completion of the Services.

ARTICLE 8: CONFIDENTIALITY

The Consultant shall treat as confidential and not disclose to third parties, or use for its own benefit, any of the MHARS Board's confidential or proprietary information except to the extent such disclosure may be required by applicable laws, rules or regulations, provided, however, that the Consultant shall use its best efforts to notify the MHARS Board prior to making any such disclosure.

ARTICLE 9: INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless, the MHARS Board, Lorain County, and their respective representatives, departments, agents, consultants, employees and contractors, from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees arising out of or in connection with any negligent acts, errors or omissions, of the Consultant and/or its employees, officers, agents, representatives, contractors, consultants or subconsultants (including, without limitation, the Authorized Subconsultants). The Consultant agrees to pay all damages, costs and expenses of the MHARS Board in defending any action arising out of the aforementioned acts or omissions.

ARTICLE 10: INSURANCE

The Consultant shall maintain professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 in the aggregate, and commercial general insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The Consultant shall name the MHARS Board as an additional insured on the commercial general certificate of insurance for the duration of this Agreement and shall maintain such insurance for a period of one year after the termination of this Agreement.

ARTICLE 11: DEFAULT

Notwithstanding anything to the contrary contained in this Agreement, if 1) the Consultant shall be adjudicated bankrupt or becomes insolvent; 2) a receiver, trustee, administrator, custodian or other person or entity acting pursuant to any agreement, law, resolution, rule, order or license or any governmental body, agency or department shall take possession or control of all or a substantial portion of the Consultant's assets or affairs; 3) the Consultant shall give notice of, petition for, enter into or make an assignment for the benefit of creditors or shall file or have filed against it a petition, pleading or any other like document of bankruptcy or insolvency or for reorganization or a petition, pleading or other like document demanding or requesting the appointment of a trustee, receiver, administrator, custodian or other person or entity to act for or on behalf of the Consultant or its creditors; or 4) any writ, execution, attachment or other warrant or authority, however denominated, shall be issued against the Consultant or any of the Consultant's property, and such adjudication, appointment, assignment, petition, writ, execution, attachment or other warrant or authority shall not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of the same, then the Consultant shall be deemed in default under

this Agreement and the MHARS Board may terminate this Agreement without the requirement of giving the Consultant notice of such default.

ARTICLE 12: COMPLIANCE; NON-DISCRIMINATION

The Consultant agrees to comply with all applicable federal, state and local laws in the performances of the Services. The Consultant accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the Services by this Agreement, and shall defend, indemnify and hold the MHARS Board harmless from and against any and all claims, demands and suits arising from its failure to pay such taxes. The Consultant represents and warrants that it meets, and will continue to meet, any and all licensing requirements of the State of Ohio. During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth.

ARTICLE 13: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Consultant without the prior written approval of the MHARS Board.

ARTICLE 14: NOTICES

All notices concerning disputes under this Agreement shall be in writing and shall be hand delivered, sent by overnight courier, sent by certified or regular U.S. mail, or sent by email; to the parties as follows:

If to the MHARS Board: Mental Health, Addiction, and Recovery
Services Board of Lorain County
1173 North Ridge Road, East
Lorain, Ohio 44055
Attn: Michael Doud

With a copy to: Lorain County Prosecutors Office
225 Court Street, Third Floor
Lorain, Ohio 44035
Attn: Dan Petticord

If to the Consultant: CTL Engineering, Inc.
3085 Interstate Parkway
Brunswick, Ohio 44212
Attn: Edwin Isabella, P.E.

ARTICLE 15: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed and enforced under the laws of Ohio. Any legal proceeding relating in any way to this Agreement may be brought only in the appropriate forum in Lorain County, Ohio.

ARTICLE 16: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between parties to this Agreement. This Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

ARTICLE 17: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 18: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, but together shall constitute one instrument. Facsimile, pdf, or other electronic signatures shall be binding upon the parties.

ARTICLE 19: EXHIBITS

The term “Agreement” means and includes the following exhibits, which are attached hereto and incorporated herein: Exhibit A – Scope of Services. In the event of any conflict or ambiguity between the provisions of this Agreement and the terms of any Exhibit, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

MENTAL HEALTH, ADDICTION, AND
RECOVERY SERVICES BOARD OF
LORAIN COUNTY

CTL ENGINEERING, INC.

Michael Doud, Executive Director

Signature

Printed Name, Title

Date

APPROVED AS TO FORM

Assistant Prosecutor



August 28, 2023

Mental Health, Addiction and Recovery
Services Board of Lorain County
Michael Doud, Executive Director
1173 North Ridge Road East, Suite 101
Lorain, OH 44055

Re: OhioMHAS/ARPA Part 2 Crisis Continuum Funding
ARP-0006D, Acceptance of Proposal (Part 2)

Dear Mr. Doud:

I am pleased to inform you that the project funding proposal submitted on behalf of the Mental Health, Addiction and Recovery Services Board of Lorain County has been accepted to move forward with the capital application process. Requested ARPA funding participation will not exceed

\$ 4,508,705.00* and will go toward the following projects:

- **The Lorain County Crisis Receiving Center (LCCRC)**

***additional funding sources to be identified through the funding application process**

My staff and I are now ready to meet with you to initiate the application and project development process; We will review all project requirements and answer any questions that you might have. In order for OhioMHAS to be able to participate in various project cost (purchase, architect fees, construction/renovation, equipment, etc.), you must follow the applicable steps/process/requirements outlined in the “*Project Development Guidelines*”.

The following staff persons have been identified as your project support team:

Art Wills, Assistant Section Chief (614) 466-4922
Chris Mazzola, Project Manager (614) 214-7556

Prior to initiating any Project Development efforts i.e., site acquisition, architect selection and/or design commencement, please contact a member of your support team at your earliest convenience, so that together we can get the project off to a solid start and avoid potential problems down the road.

Please reference the MH project number in all your correspondence (ARP-0006D). The project number will be used to facilitate communication with the support team members, log project activities, and payment processing.

Finally, please feel free to call the identified support staff members or me at any time, should you have any questions, concerns, or problems. We do look forward to working with you and having a successful project!

Sincerely,

A handwritten signature in dark ink, appearing to read 'C. Smith', with a stylized, cursive script.

Curtis Smith, Chief
Bureau of Capital Planning and Management

Attachments

Cc: Art Wills, Assistant Section Chief, Capital Planning & Management
Chris Mazzola, Project Manager

Ohio Department of Mental Health & Addiction Services

Capital Project Application/Contract for State Assistance in Construction, Purchase, Renovation

FY: Legislative Reference: --. enter text.

APPLICANT INFORMATION:

Name of Applicant: Mental Health, Addiction & Recovery Services Board Lorain County

Address of Applicant: 1173 N. Ridge Rd. East, Lorain, Ohio 44055

Executive Director: Michael Doud Phone: 440.787.7028

Contact Person: Barry Habony Phone: 440.787.7025

E-mail address: **bhabony@mharslc.org**

Type of Ownership: ☐ Public ☒ Private, Not for Profit

Federal Tax Identification #: **34-6001704**

Operating Agency Name (if different from Applicant):

Type of Facility:

☐ Permanent Supportive Housing (with Primary supportive Services on-site)

of unit(s) Click or tap # persons/beds Click or tap

☐ Permanent Supportive Housing (with Supportive Services Available)

of unit(s) Click or tap # persons/beds Click or tap

☐ Residential Care # of unit(s) Click or tap # persons/beds

☐ Community Residence # of unit(s) Click or tap # persons/beds

☐ Recovery Housing # of unit(s) Click or tap # persons/beds

☒ Crisis # of served 10,000

☐ Consumer Operated Recovery Center # of served Click or tap here to enter text.

☐ Program Space: (Identify) # of served Click or tap here to enter text.

☐ Program Space: # of served Click or tap here to enter text.

☐ Other: Click or tap # of served Click or tap here to enter text.

Demographic Served (Check all that apply):

☐ Children

☒ Adults

☐ Families

☐ Transitioning Aged Youth

FACILITY INFORMATION:

Where is the proposed project located? (Including address, zip code, & county, if known)

6130 South Broadway, Lorain, Ohio, 44053

Project Type (Check all that apply):

- ☒ New Construction
- ☐ Purchase
- ☐ Renovation
- ☐ Addition to existing

State Funding Requested For:

- ☐ Purchase
- ☒ Construction
- ☒ Equipment

Financing (Estimated Project Cost *)

Site Cost	\$0.00
Construction/renovation	\$15,699,081.00
Moveable equipment/furnishings	\$900,000.00
Eligible Fees	\$1,551,510.14
Total Project Cost	\$18,150,591.14

Local Funds/Match	\$13,641,886.14
State Assistance Requested	\$4,508,705.00
Total Project Funds	\$18,150,591.14

Specific Source (s) of Local Capital Match Funds (= amount of local/match funds)

1	MHARS Board of Lorain County	\$4,742,328.14
2	Lorain County Commissioners	\$4,000,000.00
3	OhioMHAS - MHARS Board of Lorain County	\$1,000,000.00
4	OhioMHAS - Earmark The Nord Center	\$900,000.00
5	Federal Earmark Omnibus Bill - The Nord Center	\$1,500,000.00
6	OhioMHAS Crisis Funding - MHARS Board of Lorain County	\$176,158.00
7	Nord Family Foundation - MHARS Board of Lorain County	\$23,400.00
8	NFF & Community Foundation - MHARS Board of Lorain County	\$300,000.00
9	Life Share Legacy Fund - MHARS Board of Lorain County	\$1,000,000.00
10		\$0.00

Program Design & Project Description

1. Describe the proposed project/program and facility.

Lorain County Crisis Receiving Center (CRC). The first-floor emergency operations will serve approximately 8,970 annually. The second floor of the center will provide detox services to an anticipated 1,000 clients annually. The building will have a total of 29,070 square feet, outdoor area reserved for program participants. Sally port connected to the building with ample parking spaces for program participants and staff. The proposed building is a modern style architect creating a warm and welcoming environment as an alternative to the emergency room.

2. What are the services to be provided as part of the project (e.g., services, ratios, and hours of operation)?

24/7 behavioral health and substance use disorder emergency care
24/7 American Society of Addiction Medicine Level 3.1, 3.2 WM, 3.5 and 3.7 detoxification

3. What is the targeted population for the project?

Ages 18-99

In light of the targeted population, are there any special criteria to be aware of (e.g., level of care, entry, continued stay, etc.)?

The behavioral health and substance use disorder emergency access and treatment will support a length of stay not to exceed 23 hours. No wrong door approach. Police, fire, and EMS drop off. Diversion from jail.

4. How does the facility promote recovery and/or resiliency?

By providing an alternative care model, people experiencing these types of crises no longer have to wait hours, sometimes days, in an emergency department nor be incarcerated. They can receive rapid counseling, medication stabilization and assessment with disposition to an appropriate level of care. All of this being provided in a setting that is warm, inviting and therapeutic to both the clients and their friends/family. Furthermore, the crisis receiving center expands the county's capacity to provide inpatient detoxification services.

5. How will consumers gain access to the project/program?

- 24/7 emergency/crisis hotline
- Mobile crisis teams dispatched 24/7
- Integrated peer support
- "No wrong door" approach

6. Describe the project/program relationship to the behavioral health system and community?

The Nord Center is part of a community-wide initiative to revolutionize the crisis care for behavioral health and substance use disorder in our county. Partners include The LCADA Way and the Mental Health, Addiction and Recovery Resources Board of Lorain County, among others. Currently, residents of Lorain County, experiencing a behavioral health crisis or substance use disorder emergency, primarily have two options:

- Go to an emergency room at a great expense to the patient and to the community;
- Go to jail, which overburdens our local law-enforcement agencies

By providing an alternative care model, people experiencing this type of crisis no longer have to wait hours, sometimes days, in an emergency department nor be incarcerated. They can receive rapid counseling, medication stabilization and assessment with disposition to an appropriate level of care. All of this being provided in the setting that is warm, inviting and therapeutic to both clients and their friends/family. Furthermore, the crisis receiving center expands the county's capacity to provide inpatient detoxification services. Over 700 individuals are sent out of the county each year for the services.

In addition to offering an effective and therapeutic alternative to the patients and their families, there are many benefits to the community. Some of those include:

- Decompression of local emergency rooms
- Decrease utilization of law-enforcement services due to the rapid warm handoff to crisis receiving center personnel

The benefits of this care delivery model also extend to the payers. By providing access to emergency counseling, medication stabilization and quality assessment and disposition, there is a level of care coordination that results and decrease cost per patient as a result of using services that are less expensive and less resource intensive.

7. Are you currently licensed and/or certified by the Ohio Department of Mental Health & Addiction Services?

Yes: ☒ No: ☐

If so, are there any corrective actions pending?

Yes: ☐ No: ☒

8. Who was involved in planning the project (i.e. consumers, board, service providers, etc.)?

Mental Health, Addiction & Recovery Services (MHARS) Board of Lorain County
 The Nord Center
 The LCADA Way
 Law Enforcement
 Healthcare
 Judicial System

Consumers
Legislators

9. How was the site selected (site criteria)?

Several sites were given consideration for the project. Each site was evaluated with the primary goal being ease of access. 6130 S. Broadway serves as the optimal site for this project as it right off a major interchange. It is virtually equidistant from both municipality city halls in which the crisis system sees most of its volume

10. Describe how the project/program environment and service(s) will appeal to persons of diverse backgrounds and cultures? Explain how you will accommodate individuals who do not wish to participate in twelve-step or other faith-based treatment or supports.

Nord will seek to employ team members of diverse backgrounds in an effort to give consumers healthcare personnel that look like them. Furthermore, the 24/7 access capitalizes on the courage that this population, especially people of color, must overcome in order to comfortably seek behavioral health and substance use disorder services. The National CLAS Standards describe a framework to deliver services that are culturally and linguistically appropriate and respectful, and that respond to patients' cultural health beliefs, preferences and communication needs. The Nord Center employs a full-time director of diversity, equity and inclusion (DEi), and collaborates with MHASRS Board and The LCADA Way to support DEi training. Also, clients of the program shall not be required to participate in a faith-based program and/or service. The Nord Center is not a faith-based organization

11. How will this project/program enhance other available services in the community and mental health & addiction system?

In 2017, the Lorain County Suicide Prevention Coalition engaged RI International Consulting to assess the county's current crisis response systems and readiness to adopt a Crisis Now model. RI International is a leader in the use of crisis system best practices from across the country. Local law enforcement, hospitals, non-profits, local foundations, the Mental Health, Addiction and Recovery Services Board of Lorain County, along with The Nord Center were engaged in the process. The resulting Crisis System Optimization report indicated a growing need for crisis services throughout the county.

Currently, The Nord Center's Emergency Stabilization Services include a National Suicide Prevention Lifeline Crisis Center, Mobile Crisis Teams, and a Crisis Respite Center. The Lifeline Crisis Call Center is staffed 24/7, 365 days a year, with highly trained staff that screen callers and identify needs and next steps. The Crisis Call Center currently fields more than 18,000 calls a year.

The Nord Center's Mobile Crisis Teams are dispatched in the community to provide in-person mental health screenings to individuals assessed as having a high level of risk.

Mobile teams are currently being dispatched on average of eight times per day in response to Lifeline Crisis Call Center calls and other community needs.

The Nord Center provides a resource for individuals in the community to voluntarily seek help, hospitals to refer patients for step-down treatment following hospitalization, and emergency room and police departments to refer individuals requiring care. While the Crisis Respite Center offers a temporary residential stay for low acuity patients, diversifying local treatment options is critical for building a continuum of care.

The Crisis System Optimization report identified a local gap in resources that offer an immediate response for helping individuals avoid a mental health crisis. The proposed project includes establishing a mental health and substance use disorder urgent/emergent care to support individuals in maintaining stability, offering walk-in access to services such as medication evaluation, psychiatric assessment, and referrals to community treatment resources. The goal of the mental health urgent/emergent care is to help individuals avoid a crisis that may lead to involuntary hospitalization, emergency room visits, and incarceration.

Additionally, local hospitals and police departments reported insufficient support to immediately divert individuals from emergency rooms, bookings and jails into proper treatment. In response, MHARS Board, The Nord Center and The LCADA Way, along with other community partners are developing a Crisis Receiving Center. The Crisis Receiving Center will provide a safe and secure setting with temporary 23-hour care for individuals experiencing a crisis. The short-term treatment center will be immediately accessible for hospitals and local police to efficiently transfer care of individuals for assessment and stabilization with the goal of safely returning individuals home or to appropriate treatment facilities.

12. Will the completion of this project/program cause relocation of current residents/occupants?

Yes: ☐ No: ☒

If so, describe the relocation policy/plans?

Click or tap here to enter text.

13. Describe the responsibilities of the owner:

The MHARS Board, in addition to owning the building will have the responsibility to ensure that the building is occupied by tenants that are fulfilling the needs of the community by providing high quality, comprehensive behavioral health and substance use disorder treatment.

14. Describe the responsibilities of the property manager:

The property managers, in this case, the management services organizations (MSO) will have the responsibility of not only providing the clinical services within the space, but also

contracting with a facilities management organization to support the routine and capital maintenance of the building.

15. Operating Expenses

A. Describe the source(s) of subsidy and operating revenue and /or income coming in to cover the applicant's operating expenses? (i.e., rent)

CRC P&L						
		Year 1	Year 2	Year 3	Year 4	Year 5
Visits/Day		8.0	12.0	16.0	17.6	19.2
BH ED Capacity		50%	100%	110%	120%	150%
Avg Daily Census		12.00	13.60	16.00	16.00	16.00
BH/SUD Capacity		75%	85%	100%	100%	100%
Revenue						
Nord Center		\$ 2,157,828.90	\$ 2,157,828.90	\$ 2,877,105.20	\$ 3,049,553.10	\$ 3,201,044.16
Medicaid	60%	\$ 1,294,697.34	\$ 1,294,697.34	\$ 1,726,263.12	\$ 1,829,731.86	\$ 1,920,626.50
MHARS Board	20%	\$ 431,565.78	\$ 431,565.78	\$ 575,421.04	\$ 609,910.62	\$ 640,208.83
Medicare	10%	\$ 215,782.89	\$ 215,782.89	\$ 287,710.52	\$ 304,955.31	\$ 320,104.42
Insurance	9%	\$ 194,204.60	\$ 194,204.60	\$ 258,939.47	\$ 274,459.78	\$ 288,093.97
Self-Pay	1%	\$ 21,578.29	\$ 21,578.29	\$ 28,771.05	\$ 30,495.53	\$ 32,010.44
LCADA Way		\$ 1,550,487.15	\$ 1,757,218.77	\$ 2,067,316.20	\$ 2,067,316.20	\$ 2,067,316.20
Medicaid	85%	\$ 1,317,914.08	\$ 1,493,635.95	\$ 1,757,218.77	\$ 1,757,218.77	\$ 1,757,218.77
MHARS Board	10%	\$ 155,048.72	\$ 175,721.88	\$ 206,731.62	\$ 206,731.62	\$ 206,731.62
Insurance	4%	\$ 62,019.49	\$ 70,288.75	\$ 82,692.65	\$ 82,692.65	\$ 82,692.65
Self-Pay	1%	\$ 15,504.87	\$ 17,572.19	\$ 20,673.16	\$ 20,673.16	\$ 20,673.16
Total Revenue		\$ 3,708,316.05	\$ 3,915,047.67	\$ 4,944,421.40	\$ 5,116,869.30	\$ 5,268,360.36
Expenses						
Salary-Nord Center		\$ 1,960,244.41	\$ 1,999,449.29	\$ 2,039,438.28	\$ 2,080,227.05	\$ 2,121,831.59
Salary-LCADA Way		\$ 1,265,933.88	\$ 1,291,252.55	\$ 1,317,077.60	\$ 1,343,419.16	\$ 1,370,287.54
Non-Salary-Nord Center		\$ 337,000.00	\$ 343,740.00	\$ 350,614.80	\$ 357,627.10	\$ 364,779.64
Non-Salary-LCADA Way		\$ 199,000.00	\$ 199,000.00	\$ 199,000.00	\$ 199,000.00	\$ 199,000.00
Admin-Nord Center (10%)		\$ 196,024.44	\$ 199,944.93	\$ 203,943.83	\$ 208,022.70	\$ 212,183.16
Admin-LCADA Way (10%)		\$ 126,593.39	\$ 129,125.26	\$ 131,707.76	\$ 134,341.92	\$ 137,028.75
Total Expenses		\$ 4,084,796.11	\$ 4,162,512.03	\$ 4,241,782.27	\$ 4,322,637.92	\$ 4,405,110.68
Net Revenue		\$ (376,480.06)	\$ (247,464.36)	\$ 702,639.13	\$ 794,231.38	\$ 863,249.68
MHARS Contribution		\$ 586,614.50	\$ 607,287.66	\$ 782,152.66	\$ 816,642.24	\$ 846,940.45

B. A three (3) year operating budget projections (Pro Forma) has been completed and is attached.

Yes: ☒ No: ☐

C. Has the ADAMHS board reviewed the Pro Forma prior to submission?

Yes: ☒ No: ☐

D. Please describe how the program and program space will be funded as well as the anticipated source of funds. **NOTE:** The budget should be reviewed by the ADAMHS Board and submitted with signatures from the ADAMHS Board and applicant, respectively.

[Click or tap here to enter text.](#)

16. Miscellaneous:

[Click or tap here to enter text.](#)

ARTICLES OF INCORPORATION

AND BY-LAWS

INFORMATION REQUIRED IN ARTICLES OF INCORPORATION AND BY-LAWS FOR PRIVATE, NOT FOR PROFIT CORPORATIONS

All not-for-profit corporations applying for State community construction assistance funds from the Department directly, or in conjunction with a limited partnership or limited liability corporation shall be subject to the following requirements regarding corporate purposes, the board of trustees, members and employees of the corporation.

- (A) The Articles of Incorporation have the following provisions in addition to those otherwise required by law:

A specific statement of purpose that the corporation will provide a mental health and/or an addiction service that will serve a public purpose.

A provision that upon dissolution of the corporation the Department or its successor shall be a party to any judicial proceeding or other dissolution proceeding or agreement and that the Department or its successor may be distribute under such order or agreement to the extent of its participation and the extent provided by law or participation agreement which originally set forth disbursal of funds to the corporation.

- (B) The Constitution or By-Laws have the following provisions in addition to those otherwise required by law:

A description of the methods for selection, appointment, or election to the Board, and the methods of selection, appointment, or election of officers.

A provision limiting the term of office of trustee and officers, and prohibiting an employee or officer of the corporation from being a trustee.

A provision stating that the board of trustees shall include representative of the community to be served.

A provision that no person related by consanguinity or marriage shall constitute a majority of the board of trustees.

A provision to require the abstention of trustee in a vote on a matter directly affecting persons employed or to be employed by the corporation and related to the trustee by consanguinity or marriage.

A provision, where applicable, which will place the corporation in a tax-exempt status pursuant to Federal Internal Revenue statues and regulations (Section 501 or the Internal Revenue Code, as amended).

A non-discrimination provision stating that service will neither be rendered nor denied on the basis of race, color, religion, national origin, disability, sexual orientation, military status, or unless programmatically justifiable, gender.

A provision stating that the corporation will not discriminate or otherwise base any matter regarding employment, appointment or election to any board of trustees or as an officer, or to be a member of the corporation, on the basis of color, national origin, ancestry, military status, disability, religion, or gender.

NOT FOR PROFIT APPLICANT (OR PARTNER OR MEMBER OF APPLICANT) UNDERSTANDS, AGREES TO, AND ASSURES THE AFOREMENTIONED REQUIREMENTS ARE INCLUDED IN THE ARTICLES OF INCORPORATION AND BY-LAWS, AS APPLICABLE, WHICH ARE ADOPTED BY THE CORPORATION.

X

BY: _____
Print Name **Title** **Date**

Print Name

Title

Date _____

Assurances

Note: The term “Department” used herein means the Ohio Department of Mental Health & Addiction Services.

THE FOLLOWING ASSURANCES ARE HEREBY MADE BY THE APPLICANT:

- A. The Applicant has or will have such estate or interest in the site, including necessary easements and right-of-way, sufficient to assure possession for a period of not less than Ten (10) years.
- B. The Applicant has sufficient funds available or committed to meet the non-State share of the cost of construction of the Project.
- C. The Applicant will maintain accurate and separate accounting and fiscal records and accounts for all funds provided from any source to pay the cost of the Project and permit Department audit of such records and accounts at any reasonable time.
- D. The Applicant will furnish Project reports and such other information as the Department may require.
- E. Sufficient operating funds will be available for effective use of the facility for the purpose for which it is being funded, including replacement reserve. For all projects, funds equal to five to eight percent of the project value should be held in a replacement reserve at all times. For subsidized housing projects, ten percent of gross receipts for should be collected and deposited monthly in order to meet this requirement.
- F. The completed Project will be operated and maintained in accordance with standards for its maintenance, operation and program and according to a maintenance schedule developed by the applicant and with the concurrence of the ADAMHS Board.
- G. Facility will conform to all applicable building codes, standards, zoning and licensure requirements.
- H. Appropriate provisions of all applicable state and federal laws, including the Federal Civil Rights Act, State Equal Employment Opportunity laws and Americans with Disabilities Act and regulations will be strictly adhered to in project construction, project staffing and client services provided. Seclusion and/or restraint will not be used unless the facility is licensed by OhioMHAS as a Type I facility and is in compliance with rule 5122-30-17 of the Administrative Code. Involuntary admissions will not be accepted.
- I. The Applicant will procure, deliver to, and maintain insurance policy (s) insuring the building and improvements against hazards, casualties and contingencies with loss payable to Department and Applicant as their interest may appear.

Assurances (con't)

- J. The Department's approval of the final working drawings, specifications and cost estimate will be obtained before the Project is advertised for bidding.
- K. The Applicant will contract for the actual construction work in accordance with applicable laws, codes, rules and procedures.
- L. The Applicant will not enter into any contract or contracts for the Project or a part thereof, without prior approval of the Department.
- M. The Applicant shall obtain from the Department written approval, prior to making changes that alter the scope of program, services, work, function, utilization, or safety of the facility.
- N. The Applicant will construct the Project, or cause it to be constructed, to final completion in accordance with approved plans and specifications.
- O. The Applicant will provide and maintain competent and adequate architectural supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications.
- P. The Representative of the Department, the ADAMHS Board, as well as other State or local agencies, as appropriate, will have access to the work while under constructions and before final acceptance, and during the 10-year contract commitment.
- Q. The ADAMHS Board agrees to review this Application along with the applicant's operating budget and inform the Department of any concerns about applicant's financial standing. The Board and Applicant will assure that development funds will not be derived from funding designated for the delivery of mental health or addiction services. The Applicant operating budget (income/expense analysis) must be submitted to OhioMHAS for approval.
- R. Applicant warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and will not become subject to such an "unresolved" finding prior to entering into a Contract for this project. Should the Applicant become the subject of such a finding, it must notify the OhioMHAS Bureau of Capital Planning & Management immediately.
- S. Applicant hereby certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of § 3517.13 (I) and (J) of the Ohio Revised Code (Campaign Contribution Limit).

Assurances (Con't)

- T. Applicant agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.
- U. Applicant is responsible to review and comply with all relevant provisions of Ohio Revised Code chapters 102 and 2921, as interpreted by the courts of the State and by the opinions of the Ohio Ethics Commission. In addition, Applicant certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.
- V. The Applicant and the Board assure that the building/buildings will be used for the purpose described in this application unless written authorization is obtained from the Department.
- W. Applicant warrants that it will accommodate individuals who do not wish to participate in twelve-step or other faith based treatment or supports by providing alternatives that will assist in those individuals' treatment or recovery.
- X. Applicant hereby certifies that it shall maintain compliance with all OhioMHAS licensure and certification requirements, if applicable.
- Y. Applicant agrees to provide quarterly service outcomes reports during the Ten (10) year contract period; as well as monthly progress reports during the construction period of the project; as well as any other reports as required by federal, state, or local funding sources.

APPLICATION AND ASSURANCES SIGNATURE PAGE

APPLICANT UNDERSTANDS AND AGREES TO THE PROJECT DESCRIPTION AND ASSURANCES LISTED ABOVE:

Authorized Signature for Applicant

Date

RECOMMENDATION OF ACCEPTANCE BY:

HEREBY APPROVES SAID APPLICATION WITH AN ASSURANCE OF AN INTENT TO SUPPORT APPLICANT'S PROGRAM CONSISTENT WITH THE APPLICATION AND, IN ADDITION, TO ANNUALLY MONITOR THE PROGRAM AND OPERATIONS OF THE FACILITY TO ASSURE COMPLIANCE.

Executive Director of ADAMHS Board

Date

RECOMMENDATION OF ACCEPTANCE BY:

Chris Mazzola, Project Manager

Capital Planning & Management

Date

Curtis Smith, Chief,

Capital Planning & Management

Date

APPROVED BY:

Lori Criss, Director, Ohio Department of Mental Health & Addiction Services

Date

Regional Board Signatures

Xxx xxx ,Executive Director, ADAMHS Board Date

Xxx xxx ,Executive Director, ADAMHS Board Date

Xxx xxx ,Executive Director, ADAMHS Board Date

Xxx xxx ,Executive Director, ADAMHS Board Date

Xxx xxx ,Executive Director, ADAMHS Board Date

Xxx xxx ,Executive Director, ADAMHS Board Date



November 1, 2023

Mental Health, Addiction & Recovery Services Board Lorain County & The Nord Center
Michael Doud, Executive Director
1173 N. Ridge Rd. East,
Lorain, Ohio 44055

Re: Community Capital Assistance Application
MH-1323, Programmatic Participation

Dear Mr. Doud:

I have enclosed copies of the Contract, Mortgage, and Note for project MH-1323, 6130 South Broadway, Lorain, Ohio, 44053. Please sign and notarize each document, and have the mortgage recorded. Please return one executed copy of each document to my attention, including a recorded copy of the mortgage.

Pursuant to our project process guidelines, you will also need to submit with these documents the following items:

- copy of your title insurance policy if applicable
- copy of declarations page from property insurance policy

I have enclosed with this letter Appendix H of our project guidelines which contain instructions and a form for requesting reimbursements, as well as the required project closeout documents.

As agreed by this office, you are authorized to request reimbursement for approved site purchase costs at this time. A maximum of \$1,000,000.00, as established by your approved application, has been confirmed as the state's participation in your MH-1323 project. Approved project costs on which the state's participation is based are itemized as follows:

I.	Site Cost	\$ 0.00
II.	Construction/Renovation	\$ 15,659,081.00
III.	Moveable Equipment/furnishings	\$ 900,000.00
IV.	Eligible Fees	\$ 1,559,182.00
TOTAL PROJECT COSTS:		\$ 18,158,263.00
STATE PARTICIPATION:		\$ 1,000,000.00



A reimbursement request for up to 90% of the state participation for site purchase costs will be accepted upon receipt of this letter. As stated in our guidelines, only 90% of approved costs can be reimbursed until the project is 100% completed and the proper close-out documentation has been received and approved by me. In addition to the documentation that is required, 100% complete is defined as meaning that the items being funded through local match dollars are completed, and the property is being utilized by consumers as outlined in your approved application.

Proper closeout documentation includes:

- ☐ Cover letter requesting release of 10% retainage and stating project is complete;
- ☐ Notarized Financial Statement showing all project costs and total costs. Project costs should be itemized by: site, renovations, equipment/furnishings, architect, miscellaneous (as applicable to your specific project),
- ☐ Contract completion certificates for each prime contractor (if applicable),
- ☐ Waiver of lien from each contractor (if applicable),
- ☐ Copy of certificate of occupancy (if applicable).

Any project costs incurred, which are in excess of the maximum noted above, will be the sole responsibility of the applicant.

If you have any questions, please feel free to contact me at (614) 214-7556.

Sincerely,

Chris Mazzola, Project Manager
Capital Planning & Management

Cc: Don Schiffbauer, Executive Director, The Nord Center
Melissa Beck, The Nord Center
Barry Habony, Chief of Business Operations, MHARS Board of Lorain County

PROJECT: MH-1323
6130 South Broadway
Lorain, Ohio 44053
\$1,000,000.00

NOTE

FOR VALUE RECEIVED,

The Undersigned,

Lorain County Mental Health & Recovery Services Board (hereinafter called "Maker") promises to pay to the order of **THE OHIO DEPARTMENT OF MENTAL HEALTH and ADDICTION SERVICES** (hereinafter called "Payee") the sum of **\$1,000,000.00** in lawful money of the United States of America at the principal office of payee in Columbus, Ohio, or other place as the holder hereof may designate to Maker in writing, being payable in the manner and at the times hereinafter set forth.

Security for Note

1. The payment of this Note is secured by a Mortgage Deed (hereinafter called Mortgage") of even date herewith, said Mortgage being a lien on the real estate, fixtures and property described therein and the terms, covenants and stipulations as contained in said Mortgage are hereby made a part hereof to the same extent and effect as if the same were fully set forth herein.

Further, the certain property secured by the Mortgage of even date given by the Maker to Payee is located at **6130 South Broadway, Lorain, Ohio, 44053** and is described more fully in said Mortgage of even date.

Payment of Principal

2. Payment of Principal is to be forgiven by Payee in **240** equal monthly installments beginning on the 1st day of **December, 2023** and forgivable upon the first day of each month thereafter until and including the 1st day of **November, 2043**.

Events of Default

3. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the entire unpaid balance of the principal, and all other sums secured by the Mortgage shall, at the option of Payee, become immediately due and payable without notice:

(a) The occurrence of any Event of Default as defined in this Note or the

Mortgage of even date.

- (b) The failure to perform any of the acts required under the Contract entered into between the Maker and Payee on **August 9, 2023**.

The terms, covenants, stipulations as contained in the Contract and Mortgage are hereby made a part hereof to the same extent and effect as if the same were fully set forth herein.

4. The words "Maker" and "Payee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, and assigns of Maker or Payee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Maker, the obligation hereunder of each such party is joint and several.

Waivers

5. Maker and any endorsers hereof severally waive demand, notice, and protest and any defense by reason of extension of time for payment or other indulgence granted by Payee or any subsequent holder hereof.
6. In the event of any default in any of the conditions or stipulations of the Mortgage or Security Agreement securing the same, then at the option of the Payee of this Note, the entire amount of principal remaining unpaid shall at once become payable without notice, and the undersigned hereby authorize any attorney-at-law to appear in any court of record in the State of Ohio or other state or territory of the United States after the above obligation becomes due, and waives the issuing and serving of process and confesses a judgment against any or all of the undersigned in favor of the State of Ohio, or any holder of this Note, for the amount then appearing due, together with costs of suit; and thereupon to release all error and waive all right of appeal and stay of execution.

It is intended by the Parties hereto that this Note is not to be construed as a consumer loan or transaction.

"WARNING BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE."

IN WITNESS WHEREOF, Maker has executed this Note and has caused its corporate name to be subscribed hereto by **Michael Doud, Executive Director** and _____, (name) _____ (title) of **Lorain County Mental Health & Recovery Services Board** thereto duly authorized by resolution of its board of trustees, this _____ day of _____, 20____. MAKER:

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF RICHLAND

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscribed, a Notary Public in and for said county, personally came **Michael Doud, Executive Director** and _____, (name) _____ (title) of **Lorain County Mental Health & Recovery Services Board**, and acknowledged the signing of the foregoing Note to be their and its voluntary act and deed, individually and corporately pursuant to authority of its board of trustees.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public

NOTE.MH-1323
PREPARED BY:

Ohio Dept. of Mental Health & Addiction Services
Capital Planning & Management
11/3/23



November 1, 2023

The Nord Center & Mental Health, Addiction & Recovery Services Board Lorain
Don Schiffbauer, Executive Director
1173 N. Ridge Rd. East,
Lorain, Ohio 44055

Re: Community Capital Assistance Application
MH-1324 Earmark, Programmatic Participation

Dear Mr. Schiffbauer:

I have enclosed copies of the Contract, Mortgage, and Note for project MH-1324, 6130 South Broadway, Lorain, Ohio, 44053. Please sign and notarize each document, and have the mortgage recorded. Please return one executed copy of each document to my attention, including a recorded copy of the mortgage.

Pursuant to our project process guidelines, you will also need to submit with these documents the following items:

- copy of your title insurance policy if applicable
- copy of declarations page from property insurance policy

I have enclosed with this letter Appendix H of our project guidelines which contain instructions and a form for requesting reimbursements, as well as the required project closeout documents.

As agreed by this office, you are authorized to request reimbursement for approved site purchase costs at this time. A maximum of \$900,000.00, as established by your approved application, has been confirmed as the state's participation in your MH-1324 project. Approved project costs on which the state's participation is based are itemized as follows:

I.	Site Cost	\$ 0.00
II.	Construction/Renovation	\$ 15,659,081.00
III.	Moveable Equipment/furnishings	\$ 900,000.00
IV.	Eligible Fees	\$ 1,559,182.00
TOTAL PROJECT COSTS:		\$ 18,158,263.00
STATE PARTICIPATION:		\$ 900,000.00



A reimbursement request for up to 90% of the state participation for site purchase costs will be accepted upon receipt of this letter. As stated in our guidelines, only 90% of approved costs can be reimbursed until the project is 100% completed and the proper close-out documentation has been received and approved by me. In addition to the documentation that is required, 100% complete is defined as meaning that the items being funded through local match dollars are completed, and the property is being utilized by consumers as outlined in your approved application.

Proper closeout documentation includes:

- ☐ Cover letter requesting release of 10% retainage and stating project is complete;
- ☐ Notarized Financial Statement showing all project costs and total costs. Project costs should be itemized by: site, renovations, equipment/furnishings, architect, miscellaneous (as applicable to your specific project),
- ☐ Contract completion certificates for each prime contractor (if applicable),
- ☐ Waiver of lien from each contractor (if applicable),
- ☐ Copy of certificate of occupancy (if applicable).

Any project costs incurred, which are in excess of the maximum noted above, will be the sole responsibility of the applicant.

If you have any questions, please feel free to contact me at (614) 214-7556.

Sincerely,

Chris Mazzola, Project Manager
Capital Planning & Management

Cc: Michael Doud, Executive Director, The Nord Center
Melissa Beck, The Nord Center
Barry Habony, Chief of Business Operations, MHARS Board of Lorain County

PROJECT: MH-1324
6130 South Broadway
Lorain, Ohio 44053
\$900,000.00

NOTE

FOR VALUE RECEIVED,

The Undersigned,

Lorain County Mental Health & Recovery Services Board (hereinafter called "Maker") promises to pay to the order of **THE OHIO DEPARTMENT OF MENTAL HEALTH and ADDICTION SERVICES** (hereinafter called "Payee") the sum of **\$900,000.00** in lawful money of the United States of America at the principal office of payee in Columbus, Ohio, or other place as the holder hereof may designate to Maker in writing, being payable in the manner and at the times hereinafter set forth.

Security for Note

1. The payment of this Note is secured by a Mortgage Deed (hereinafter called Mortgage") of even date herewith, said Mortgage being a lien on the real estate, fixtures and property described therein and the terms, covenants and stipulations as contained in said Mortgage are hereby made a part hereof to the same extent and effect as if the same were fully set forth herein.

Further, the certain property secured by the Mortgage of even date given by the Maker to Payee is located at **6130 South Broadway, Lorain, Ohio, 44053** and is described more fully in said Mortgage of even date.

Payment of Principal

2. Payment of Principal is to be forgiven by Payee in **240** equal monthly installments beginning on the 1st day of **December, 2023** and forgivable upon the first day of each month thereafter until and including the 1st day of **November, 2043**.

Events of Default

3. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the entire unpaid balance of the principal, and all other sums secured by the Mortgage shall, at the option of Payee, become immediately due and payable without notice:

(a) The occurrence of any Event of Default as defined in this Note or the

Mortgage of even date.

- (b) The failure to perform any of the acts required under the Contract entered into between the Maker and Payee on **August 9, 2023**.

The terms, covenants, stipulations as contained in the Contract and Mortgage are hereby made a part hereof to the same extent and effect as if the same were fully set forth herein.

4. The words "Maker" and "Payee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, and assigns of Maker or Payee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Maker, the obligation hereunder of each such party is joint and several.

Waivers

5. Maker and any endorsers hereof severally waive demand, notice, and protest and any defense by reason of extension of time for payment or other indulgence granted by Payee or any subsequent holder hereof.
6. In the event of any default in any of the conditions or stipulations of the Mortgage or Security Agreement securing the same, then at the option of the Payee of this Note, the entire amount of principal remaining unpaid shall at once become payable without notice, and the undersigned hereby authorize any attorney-at-law to appear in any court of record in the State of Ohio or other state or territory of the United States after the above obligation becomes due, and waives the issuing and serving of process and confesses a judgment against any or all of the undersigned in favor of the State of Ohio, or any holder of this Note, for the amount then appearing due, together with costs of suit; and thereupon to release all error and waive all right of appeal and stay of execution.

It is intended by the Parties hereto that this Note is not to be construed as a consumer loan or transaction.

"WARNING BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE."

IN WITNESS WHEREOF, Maker has executed this Note and has caused its corporate name to be subscribed hereto by **Michael Doud, Executive Director** and _____, (name) _____ (title) of **Lorain County Mental Health & Recovery Services Board** thereto duly authorized by resolution of its board of trustees, this _____ day of _____, 20____. MAKER:

By: _____

By: _____

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF RICHLAND

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscribed, a Notary Public in and for said county, personally came **Michael Doud, Executive Director** and _____, (name) _____ (title) of **Lorain County Mental Health & Recovery Services Board**, and acknowledged the signing of the foregoing Note to be their and its voluntary act and deed, individually and corporately pursuant to authority of its board of trustees.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public

NOTE.MH-1324
PREPARED BY:

Ohio Dept. of Mental Health & Addiction Services
Capital Planning & Management
11/3/23

Executive Director Report

November 15, 2023

DEA National Drug Take Back Day

Volunteers across Lorain County who collected more than 4,000 pounds of unused medication during the National Prescription Drug Take Back Day on Saturday, October 28th. Prevention from these drugs and narcotics being abused and off the streets is key. It also prevents them from ending up in the environment.

CLEVELAND CLINIC COMMUNITY ADVISORY COUNCIL

Michael Doud, Dan Haight, and Don Schiffbauer presented an update and information session on the Crisis Receiving Center to the Cleveland Clinic Community Advisory Council on November 7th. The Community Advisory Council plays a vital role in facilitating communications between the Hospital Administration, the Board of Trustees, and the community. The primary focus is on healing and providing continuous patient care, while also developing the local workforce and inspiring the generation of caregivers.

LORAIN COUNTY CRISIS RECEIVING CENTER

October 27th, The MHARS Board of Lorain County, The Nord Center and The LCADA Way broke ground on the Lorain County Crisis Receiving Center with the help of OhioMHAS, the Lorain County Commissioner's office, Lorain County Judges, the Community Foundation, the Peg's Foundation, State of Ohio Representative Joe Miller, Ohio Senator Nathan Manning and representation from US Senator Sherrod Brown. In addition, many behavioral health professionals and community leaders filled the Nord Center to hear reflections and visions of the importance of the day and the impact the Crisis Receiving Center will have on Lorain County. Media coverage included Cleveland 19/Telemundo and Morning Journal, Chronicle Telegram and Ohio Mental Health and Addiction Services News.

[Lorain County Crisis Receiving Center groundbreaking - Oct. 27, 2023 | Flickr](#)

[Officials attend groundbreaking for Lorain County Crisis Receiving Center \(morningjournal.com\)](#)

OHIO PREVENTION CONFERENCE

The MHARS Board and Collective Impact Initiative/Prevention Planning Committee will be attending and representing Lorain County at the OhioMHAS Ohio Prevention Conference on November 16, in Columbus, Ohio. Highlighting the successful work of the Social Determinants of Health Summit last August and the work, partnerships and collaborative efforts that are currently underway addressing health equity throughout the county.

UPCOMING TRAININGS, OUTREACH & EVENTS:

12/14 – LCPH Zero-Proof Mix-Off at LCCC 5:00pm

1/18 & 19/2024 – ASIST Training at ALC 8:00-5:00pm

1/20/2024 – MHFA Training at ALC 8:30-5:00pm



BOARD MEETING – CONSENT AGENDA – November 15, 2023
(RESOLUTION No. 23-11-02)

Once the motion has been received to approve the consent agenda the chairman opens the floor for any questions from the board members. During this time, board members may ask questions or request items be removed from the consent agenda for further discussion. If any items were removed from the consent agenda the chairman will determine where on the agenda those items will be discussed.

Nominating Committee:

1. Recommendation – Approval to Submit Applicant Charlita Anderson-White to OHMHAS for consideration to fill the current vacant seat with partial term through June 30, 2025. **RESOLUTION No. 23-11-03 C**

Executive Committee:

1. Recommendation – Approval and authorization for the Executive Director to enter into a 31-year Ground Sublease described as 6130 S Broadway, Lorain, OH 44053, Parcel No. 06-21-001-101-067 and Sub-Sublease with the Nord Center at \$1.00/year for the leased premises **RESOLUTION No. 23-11-04 C**
2. Recommendation –

In the matter of Mental Health, Addiction & Recovery Services Board of Lorain County and Panzica

WHEREAS, MHARS Board of Lorain County advertised for bids in the Elyria Chronicle Telegram (September 11th, 18th and 25th) for the Lorain County Crisis Receiving Center project; and

WHEREAS, the following bids were received and publicly opened on Tuesday, October 10, 2023:

Panzica	\$14,130,148.00
Coates	\$14,344,721.00
Midcon	\$15,826,000.00
Dunlop Johnson	\$14,181,464.00
Infinity	\$14,177,000.00
AM Higley	\$14,377,300.00



BOARD MEETING – CONSENT AGENDA – November 15, 2023
(RESOLUTION No. 23-11-02)

and;

WHEREAS, the estimate of record for the project and the time of the bid opening was in the amount of \$16,916,872.00; and

WHEREAS, Panzica submitted the apparent lowest and best bid for the Lorain County Crisis Receiving Center project;

NOW THEREFORE, BE IT RESOLVED, that MHARS Board of Lorain County hereby accepts the bid of \$14,130,148.00 as the apparent lowest and best bid for the Lorain County Crisis Receiving Center project subject to further review, and is authorized to enter into an agreement with Panzica in the amount of **\$14,130,148.00** for the Lorain County Crisis Receiving Center project.

BE IT FURTHER RESOLVED, that the costs for the contract will be paid from account No. 3340.A100.600.A24/A25/A26.05.6100.0000

BE IT FURTHER RESOLVED a Notice of Commencement will be issued upon full execution of the contract authorizing the work to begin upon authorization of MHARS Board of Lorain County **RESOLUTION No. 23-11-05 C**

3. Recommendation – Approval and authorization to enter into contract with CTL Engineering, Inc. for materials testing and inspection services to the LCCRC Project in the amount not to exceed **\$76,175.00 RESOLUTION No. 23-11-06 C**
4. Recommendation – Approval and authorization for the Executive Director to accept the award in the amount **\$4,508,705.00** OhioMHAS/ARPA Part 2 Crisis Continuum Funding ARP-0006D. The Board approves this project with an assurance of intent to support and to fund the Applicant's program consistent with the application and, in addition to annually monitor program and operations of the facility to assure compliance. **RESOLUTION No. 23-11-07 C**
5. Recommendation – Approval and authorization for the Executive Director to sign the Note secured by a Mortgage Deed for OhioMHAS Community Assistance



BOARD MEETING – CONSENT AGENDA – November 15, 2023
(RESOLUTION No. 23-11-02)

Funds for Project No. MH-1323 (\$1,000,000) and the Note secured by a Mortgage Deed for OhioMHAS Community Assistance Funds for Project No. MH-1324 (\$900,000). The Board approves this project with an assurance of intent to support and to fund the Applicant's program consistent with the application and, in addition to annually monitor program and operations of the facility to assure compliance. **RESOLUTION No. 23-11-08 C**

Finance Committee:

1. Recommendation – Approval of the MHARS Board FY23 Financial Statements for the period ended October 2023 **RESOLUTION No. 23-11-09 C**
2. Recommendation – Approval of the MHARS Board FY24 Financial Statements for the period ended October 2023 **RESOLUTION No. 23-11-10 C**
3. Recommendation – Approval of the MHARS Board Listing of Expenses for October totaling \$2,249,501.19 **RESOLUTION No. 23-11-11 C**
4. Recommendation – Approval of the MHARS Board FY24 budget revisions **RESOLUTION No. 23-11-12 C**
5. Recommendation – Approval of Contracts to be Authorized by the MHARS Board of Directors **RESOLUTION No. 23-11-13 C**
6. Recommendation – Approval and authorization for the Executive Director to approve budget revisions and adjustments for end of calendar year to be reported to the Board at the 1st meeting in January 2024. **RESOLUTION No. 23-11-14 C**

Governance Committee:

1. Recommendation – Approval of Suggested Language added to Appendix A of the Bylaws:
There is a limit to the number of times a member can speak to a debatable question.



BOARD MEETING – CONSENT AGENDA – November 15, 2023
(RESOLUTION No. 23-11-02)

Members may speak up to 2 times per debatable question with 2-minute limit each time. The agenda item will list the allotted time per item but not to exceed 15 minutes, if no time is noted on the agenda. However, motions to close or limit debate, including motions to limit the number of times a member can speak to a question, are in order even in meetings of a small board, although occasions where they are necessary or appropriate may be rarer than in larger assemblies. (Appeals, on the other hand, are debatable under the regular rules – that is, the chairperson may speak twice in debate on them, and each member can speak only once.) **RESOLUTION No. 23-11-15 C**

© = Consent Agenda by the Board Chair

C = Consent Agenda by the Committee Chair