

# Invitation to Bid

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

2018 City of Canton Chip and Seal Program, G.P. 1277

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**Item/Project**

Engineering Department

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**Responsible Department**

Wednesday, July 18, 2018 at 2:00 PM local time

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**Bids Due On or Before**

## Bid Proposal Submitted By:

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

**2018 City of Canton Chip and Seal Program, G.P. 1277**  
**The City of Canton Engineering Department**

**LEGAL NOTICE: Ordinance 2/2018**

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Wednesday, July 18, 2018** for the purpose of securing bids for the:

**2018 City of Canton Chip and Seal Program, G.P. 1277**

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, July 18, 2018. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor Conference Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Fourth Floor, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department's website at <https://cantonohio.gov/purchasing/>.

Each bid must contain the full name of every person or company participating in the bid.

A certified check, cashier's check or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, must accompany the bid. This check or bond must be made payable to the City of Canton. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. Said certified check or cashier's check shall be for ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid. The City of Canton will only accept original checks and bid bonds. Therefore if any company and/or bidder submits a copy of its security, the City will disqualify the bid. Bidders submitting a certified or cashier's check will be required to provide a surety bond in the amount of one hundred percent (100%) of the contract sum for faithful performance. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with state law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening by following the instructions in the Invitation to Bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The successful bidder must comply with all State of Ohio Prevailing Wage Rates.

All companies must submit their Federal ID Number.

A Project Labor Agreement (PLA) is not required for this project.

The cost estimate for this project is **\$332,913.48**.

The bidder is responsible for monitoring the City's website for any official addenda.

Please contact Director of Purchasing Andy Roth at [andrew.roth@cantonohio.gov](mailto:andrew.roth@cantonohio.gov) if you have any questions regarding this bid.

**By order of the Canton Director of Public Service: John M. Highman, Jr.**  
**Published in the Repository: July 3, 2018 and July 10, 2018**

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**The City of Canton Engineering Department**

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City of Canton, Ohio

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**Section I: Instructions to Bidders**

**A. Submitting Bids**

1. Bids are to be returned to:  
The City of Canton Purchasing Department  
218 Cleveland Avenue SW, 4<sup>th</sup> floor  
Canton, OH 44702
  
2. Bids should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
  - a. Project title.
  - b. Office where bid is to be submitted.
  - c. The name and address of the bidder.
  - d. The date and time of the bid opening.
  
3. The following items should be submitted with a bid in order for it to be considered. **Failure to submit one of these items may result in a disqualification of the bid.**
  - a. Bid Title Page
  - b. Signature Page
  - c. Proposal Pages
  - d. Bid Form 1 – Minority Business Enterprise Utilization Commitment
  - e. Bid Form 2 – Bidder and Contractor Employment Practices Report
  - f. Bid Form 3 – Authority of Signatory
  - g. Bid Form 4 – Bid Guarantee
  - h. Bid Form 5 – Bidder Information
  - i. Bid Form 6 – Project References
  - j. Bid Form 7 – Non-Collusion Affidavit
  - k. Bid Form 8 – Questionnaire in Determining Lowest and Best Bid
  - l. Bid Form 9 – Insurance Affidavit and Certificates
  
4. Bids will not be accepted after 2:00 PM on **Wednesday, July 18, 2018**. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.
  
5. Bidders may withdraw their bids between the time they are submitted and opened if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.
  
6. The bids shall be opened and publicly read shortly after the deadline for their submission.

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**B. Pre-Bid Meeting**

1. There will not be a pre-bid meeting for this project.

**C. Questions and Addenda**

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. **This is Wednesday, July 11, 2018 at 2:00 PM.** Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. **This is Friday, July 13, 2018 at 2:00 PM.** Said addenda will become a component of the official bid packet and must be acknowledged as received on the signature page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. Bidders are expected to and are responsible for monitoring the City's website for all official addenda.
3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. All questions pertaining to the project should be directed to:  
Andy Roth, Director of Purchasing  
Email: [andrew.roth@cantonohio.gov](mailto:andrew.roth@cantonohio.gov)

**D. Bid Proposal Form and Proposal Page**

1. The proposal page is the only form upon which the proposed bid price can be offered. Bidder's quote sheets, letters, or other materials cannot be used in lieu of the proposal page. When descriptive literature is included with the bid submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the contract documents shall be considered null and void.

**E. Contract Award**

1. The City of Canton Board of Control will evaluate the bids and award the contract on the basis of the lowest and best bid. The Board of Control reserves the right to reject any and all bids and to award the bid deemed in the best interests of the City. The Board of Control and Director of Public Service reserve the right to waive minor deficiencies contained within a bid.
2. One or more bidders may be required to submit information to the Owner or its representative to assist in the evaluation of the bid. A bidder may also be required to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

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**F. Notice of Award and Execution of Contract Documents**

1. The successful bidder will be notified in writing once the contract is awarded by the Board of Control.
2. At this time the contractor will be required to sign official contract documents and submit any remaining bid forms.
3. Once the completed contract is certified by the City of Canton Auditor, a copy of the contract, Purchase Order, and Notice to Proceed will be mailed to the contractor.

**G. Pre-Job Meeting**

1. A pre-construction meeting will be held prior to the start of this project. This meeting will include the Contractor, Owner's representative and all affected Utility representatives. The condition of the project limits shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-construction meeting.

**H. Notice to Proceed and Job Completion**

1. The Contractor shall not start the work embraced in this contract before the date of a written Notice to Proceed from the City. The Contractor is required to start work within 10 days after receiving the Notice to Proceed. Work shall be completed as per applicable sections in the General Conditions.
2. If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of the procedure of the operations carried on under this contract.
3. The Contractor is responsible for any additional costs due to weather-sensitive construction.
4. The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

**I. Document Order of Precedence**

1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.
  - a. Change Order Documents
  - b. Signed Contract Documents
  - c. Official Addenda
  - d. Invitation to Bid Signature and Proposal Pages

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- e. Instructions to Bidders
- f. Detailed Specifications
- g. Supplemental Specifications
- h. General Conditions
- i. ODOT Construction and Manual Specifications
- j. Bid Forms
- k. Bid Form Instructions
- l. Additional Requirements and/or Conditions
- m. Legal Notice
- n. Bid Advertisement

**J. Non-Exclusivity**

- 1. The City reserves the right to contract for the same or similar services, or perform the same or similar work with City employees during the course of this contract, if found to be in the best interest of the City.

**K. Contractor Coordination**

- 1. The contractor is notified that work in the general vicinity may be performed by others.
- 2. The contractor shall coordinate maintenance of traffic, haul routes, staging areas, etc. with the other prime contractors. Any conflicts that cannot be resolved in a timely manner shall be communicated to the City and all involved parties within three days of any impasse.

**L. City of Canton Income Tax**

- 1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
  - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06
  - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
  - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or

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unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.

- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
  - e. By entering into contract with the City of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
    - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
    - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

**City of Canton Income Tax Department**

**Office Address**

424 Market Ave. N  
Canton OH 44702

**Correspondence Address**

P.O. Box 9940  
Canton, OH 44711

**Phone:** (330) 430-7900

**Fax:** (330) 430-7944

**Email:** [cantontax@cantonohio.gov](mailto:cantontax@cantonohio.gov)

2. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:



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**Provision 1**

Said \_\_\_\_\_ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

**Provision 2**

By entering into contract with the City of Canton \_\_\_\_\_ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

1. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
2. \_\_\_\_\_ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

## **Section II: General Conditions**

(The headings of the various sections are for convenience in reference. Do not consider these parts of the specifications.)

(1) **Definitions:** The term “City” wherever used in these specifications shall mean the City of Canton, acting through its Service Director, or his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

The term “Director” wherever used shall mean the Service Director of the City of Canton, duly appointed and holding office at the same time the contract was executed or during the fulfillment thereof.

The term “Engineer” whenever used, shall mean the City Engineer of said City or his properly authorized agents to the extent of the powers invested in them.

The term “Contractor” wherever used, shall mean the party of the second part entering into contract with the City for the performance of the work herein specified, or his properly authorized agents.

In all cases when the term “days” as used in these specifications shall be held to mean calendar days, unless otherwise noted.

The term “Work” wherever used, shall mean the furnishing of all labor, tools, machinery and the furnishing of all materials, except as herein otherwise specified, necessary to performing and completing of all the work herein specified. The methods and appliances used therefor must be such as will produce a satisfactory quality of work and ensure safety to the workmen, the public and to property.

Wherever, in the specifications, or upon the drawings and plans, the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City is understood, and similarly, the words approved, acceptable, satisfactory to, refer to the City unless otherwise expressly so stated.

(2) **Decisions:** Contractor will perform all the work under this contract to the satisfaction of the City. The City, in all cases, shall determine the amount, quality, acceptability, and fitness of the several kinds of work, and materials paid for hereunder. The City shall decide all questions that may arise for determining the fulfillment of this contract. The City’s determination and decision thereon shall be final and conclusive; and the City’s determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

(3) **Orders to the Contractor and Failure to Execute:** The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address

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may be changed at any time by a written notice from the Contractor and delivered to the City.

The Contractor must have on the work at all times, a foreman, superintendent or other competent representative, to whom orders and instructions may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

Whenever instructions or orders which in the opinion of the Engineer require prompt or immediate attention, are neglected or ignored by the Contractor or his Superintendent, the Engineer shall have the power to place necessary men, machinery and materials on the work and charge the entire cost, including overhead expenses, to the Contractor, who shall either pay the entire cost and expenses into the City Treasury, or the amount thereof shall be deducted from money due the Contractor under the contract.

(4) **Subletting or assigning contract:** The Contractor shall give his personal attention to the faithful prosecution of the work, shall retain the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the City, and shall not, either legally or equitably assign any of the money payable under this agreement, or his claim hereto except by and with the consent of the City.

Assigning or subletting of the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen or surety hereunder from the contract obligations.

(5) **Subsidiary Contracts:** The Engineer may, when in his opinion, it becomes necessary, make alterations or modifications of the plans and specifications, or order additional materials and work, subject to the approval of the Director; and the Contractor shall be obliged to accept such alterations, modifications and additional work and materials not included in this contract. The price to be paid for the work under such altered or modified contract shall be agreed upon in writing, in a subsidiary contract for such portion of, or additional improvement and signed by the Director and Contractor, before such work is done; such additional work, alteration or modification shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original contract, except that a material increase in the amount of work will be considered as a proper claim by the Contractor for an extension of the contract time for completion, by an amount to be determined by the City.

And it is expressly agreed and understood that such alterations, additions or modifications or omissions shall not, in any way, violate, or annul the original contract and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of such alterations, additions, modifications or omissions.

(6) **Inspection:** No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall, for

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all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

The Engineer, his assistants and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for inspecting the same.

No work shall be done except in the presence of the Engineer, his assistants, agents or inspectors. It shall be the duty of such agents or inspectors to see that all materials used and all work done shall be strictly in accordance with these specifications, but such agents and inspectors shall have no authority whatsoever to order any change in materials, manner of doing the work or quantity of work done.

The field inspection of the work, testing of materials, giving lines and grades, preparation of general and detail drawings, except as otherwise specified, will be done by the Engineer. The inspection and supervision by the Engineer is intended to aid the Contractor in supplying all materials and in doing all work in accordance with the drawings and specifications, but such inspection shall not operate to release him from any of his contract obligations.

(7) **Time for doing work:** The City is instructing the Contractor to base the project schedule upon a 5-day work week, Monday through Friday from 8:00 am to 4:30 pm except on City recognized holidays; this is the “standard schedule.” The Engineer may direct the Contractor to work outside of the standard schedule to save life or property or in case of emergencies. If the Contractor wishes to work outside of the standard schedule, the Contractor must submit this request in writing to the Engineer. The Engineer will review nonstandard scheduling and approve/deny the request. The Engineer will base his approval/denial upon benefit to the project, benefit to the City, and necessity to facilitate Contractor operations. Contractor must make special provisions for project inspection for nonstandard schedules and will be required to pay for all costs associated with inspection for approved nonstandard schedules. This includes both City personnel as well as consultants representing the City. The Engineer shall determine method of payment when the need arises.

(8) **Working Season:** Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer. All asphalt paving must take place on the city’s road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.

(9) **Lines and grades:** All work done under this contract shall be done in accordance with the lines, grades and instructions as given by the City and as directed in the plans.

(10) **Order of procedure of work:** The Contractor shall proceed with the work at such points as the Engineer may direct, and not more than two adjoining blocks or squares in length, shall be torn up at the same time, unless otherwise directed by the Engineer; nor shall any block be closed to traffic, except where the Contractor is actually working.

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Whenever, in the opinion of the City, it is necessary that certain portions of the work be done immediately, the Contractor, upon written order from the Engineer, shall proceed with such work without delay. Should he fail to so proceed, the City may do, or cause to be done, such work, and the cost of the same will be deducted from any money due, or to become due the Contractor under this contract.

(11) **Incompetent workmen:** Any employee of or persons connected with the Contractor who shall use profane or abusive language to the inspector, or other employees of the City, or otherwise interfere with them in the performance of their duties, or who shall disobey or evade the instructions of such employees of the City, or who is careless or incompetent, or who is objectionable to the City authorities, shall be discharged at the request of the Engineer, and shall not again be employed, except with his consent. Skilled labor only shall be used in the cases where the same is required.

(12) **Suspending the work:** The City, on account of public necessity, adverse weather conditions, or for other reasons, may order any portion or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such suspension of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor, but the Contractor shall be entitled to no additional claim for damages therefor.

(13) **Forfeiture of contract:** Should the work to be done under this contract be abandoned by the Contractor, or if this contract or any part thereof be assigned or the work sublet by him without the previous written consent of the City or if at any time any official of the City or employee thereof become directly or indirectly interested in this contract or in furnishing the supplies or performing the work hereunder, or in any portion thereof; or if at any time the City may be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work be not fully completed within the time named in the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part hereof as may be designated, and the City may thereupon, according to law, enter upon and take possession of the work or part thereof, complete, or cause the same to be completed, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the City itself or for its Contractors, may take possession of and use or cause to be used any materials, machinery, or tools of every description provided by the Contractor for the purpose of this work, and may procure or cause to be procured other materials, machinery, or tools required for the completion of the work.

All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and expenses shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this

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contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.

In case of abandonment of the work by the contractor, or its termination by the City, the Director of Public Service shall at once cause the work already done under this contract to be measured. Five percent (5%) of the value of the amount thus shown will be set aside as a retainer under the provisions hereof. In such case no money, due or payable to the Contractor under this contract after the annulling of the same, shall be paid until the work is completed, accepted, and all claims and suits by reason of said work have been finally settled. The retained five percent (5%) shall be held for the full guaranty period, as specified herein and used as provided in other provisions hereof, for keeping in repair so much of the work as was done or completed under this contract.

**(14) Storing materials delivered on work:** All materials required in the work may be placed on the sides of the roadway, or parking area, or upon a portion of the sidewalk along the sides of the roadway to be improved and upon adjoining portions of intersecting streets, as directed by the Engineer; but all such materials shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the general public. All fire hydrants must at all times be kept free and unobstructed; water and gas shut off boxes must be left uncovered by such materials; and passageways must be left for store entrances, private driveways and street intersections.

No materials, tools or machinery shall be piled or placed against shade trees unless they be amply protected against injury therefrom, and all shade trees and other improvements must be protected from injury caused by the storing of materials or otherwise during the prosecution of the work.

All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time, and danger signals by day, to warn the traffic of such obstructions.

**(15) Storage of materials, tools and machinery during suspension of work:** Upon the suspension, stoppage, or abandonment of the work, or any part thereof, all materials shall be neatly and compactly piled, and all tools and machinery so located as not to impede public traffic on roadways, sidewalks and crosswalks unnecessarily. All such stored materials, tools and machinery shall be provided with danger signals by day and red lights by night.

**(16) Ownership of old materials:** All old curbing, stone walk, paving brick, brick crosswalks, gutter paving bricks, gutter plates and culverts, sewer pipe, iron pipe and castings, are the property of the City and all such materials as are not ordered replaced, shall be removed by and at the expense of the Contractor, to such places as the Engineer may direct. If the Engineer chooses to not accept such materials, the Contractor must dispose of them at no cost to the City.

**(17) Plans, profiles, and specifications:** The plans, profiles and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or misunderstanding arise as to the import of anything contained in either, the explanation of the

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City shall be final and binding on the Contractor. Any correction of errors or omissions in the plans, profiles and specifications may be made when such corrections are necessary for the proper fulfillment of their intentions as construed by the City.

Any correction in the plans, drawings, and specifications made pursuant to the provisions of this paragraph shall not be retroactive, but shall take effect at the date of notification to the Contractor of such correction.

The City will furnish the Contractor with up to three (3) sets of additional copies of the plans (full size or half size, if available) as may be required, for the construction of the work herein specified.

(18) **Private rights of way:** Whenever it is required as a part of this contract to perform work within the limits of private property or private right of way, such work shall be done in conformity with the agreements between the City and such owners, and whether or not such a condition be a part of this agreement, care shall be taken to avoid injury to the premises entered, which premises must be left in a neat and orderly condition by the removal of rubbish and surplus materials and restoring vegetation to meet or exceed pre-contract condition.

(19) **Injunctions:** If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time allowed for the completion of the part or parts of the work obstructed, for the length of time obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

(20) **Attested accounts:** In case any person who has performed labor or has furnished materials, tools, or machinery for the work herein specified, he may file sworn itemized statement of the amount of value therein, as required by law, and if such claims be not disputed by the Contractor, or if the same are disputed, after the amount and validity have been determined by law, the City may pay the amount of such claims out of any money due the Contractor under this contract.

(21) **Claims for extra materials and work:** All claims for furnishing extra materials, or for doing extra work, for which the Contractor may consider himself entitled to receive extra compensation, must be presented to the Director of Public Service in writing, at the time the cause for such claim arises. Such statement must contain an itemized account of such materials and labor required, and unless such claim is so presented, it is expressly agreed, by the parties to this contract, that the Contractor has waived such claim, and that he shall not be entitled, subsequently to claim, or receive any pay for the same. No claim for extra labor and material shall be allowed, unless the necessity therefor has first been determined by the Director and the price to be paid therefor has been agreed upon, in writing, before such additional materials have been used, and such additional labor performed. See Change Order Policy in the Appendices for more information.

(22) **Claims for damage for omission or delays:** If any change or alteration involves the omission of any materials or work called for in the original plans and specifications, any claim for loss of profits, or any other cause growing out of any such omissions is hereby expressly waived by the Contractor.

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No claims for prospective profits will be allowed, by reason of the inability of the City to proceed with all, or any part of the work provided for in this contract; nor for damages by reason of any delay on the part of the City, but any such delay shall entitle the Contractor to a corresponding extension of time for the completion of the work. See Claims Management Policy in the Appendices for more information.

(23) **Damages to property:** All damages to lawns, fences, trees, buildings, sidewalks, water, sewer or gas pipes, or other public or private property along or near the line of work, or the vicinity thereof, if the same are occasioned through neglect or failure on the part of the Contractor, or that of any person in his employ, to take all necessary precautions to prevent the same, must be replaced or made good by him, to the satisfaction of the owners of same and at his cost and expense whenever the Engineer may so direct.

(24) **Liability of contractor for injuries, patents, etc.:** It is expressly understood and is hereby agreed that the whole of the work to be done is at the Contractor's risk. The contractor assumes by bidding under these specifications, the full responsibility and risk of all damages to the work itself, the property along the line of the work, injury to persons or animals which may be occasioned by floods, stoppage of water in sewers or gutters, caving in of surface of grounds or trenches, neglect in properly protecting work by barricades, etc., or any manner whatsoever. He shall bear all losses resulting to him on account of character of the work, or because the nature of the ground in or on which the work is done, is different from what was estimated or expected, or as may have been indicated by borings or test pits, or on account of the weather, actions of the elements or other causes.

He shall assume the defense of any indemnity and save harmless the City and its individual officers and agents from all claims relating to labor and materials furnished for the work to inventions, patents and patent rights used in doing the work, to injuries to any person or corporation received or sustained by or from the Contractor and his agents and employees in doing the work, or in consequence of any improper materials, methods, implements or labor used therein, or by reason of any condition in the improvement created by the Contractor or for any other liability therefor.

The Contractor, if required at any time by the Director, shall furnish the City satisfactory evidence that all persons who have claims for labor performed or material furnished hereunder, or have suffered damages on account of his operations, have been fully paid or secured. And in case evidence be not furnished as aforesaid and such amounts as the Director may consider necessary to meet lawful claims of persons aforesaid, shall be retained from the monies otherwise due the Contractor hereunder, until the liabilities shall have been fully satisfied.

If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written statement to the City of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, he shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall have been filed as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to any payment on account of such damage.



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The statement of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by these specifications, said reference to any specific duty or liability being merely for the purpose of explanation.

(25) **Safety measures -- barricades:** The Contractor must provide and maintain barricades to properly protect persons, animals, vehicles and property against injury. He shall also provide, place and maintain sign boards, letter "STREET CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress and upon each street and alley intersection therewith at a distance of one block therefrom, as may be directed by the Engineer.

(26) **Traffic regulations:** The Contractor is responsible for all traffic control on the project whether or not it is called out in the detailed specifications or plans. All traffic control must comply with appropriate City, State, and Federal rules, regulation, and guidelines. During the progress of the work, the Contractor shall accommodate both the vehicular and foot traffic and shall maintain free access to fire hydrants, water and gas valves. Gutters and water ways must be kept open and other provisions made for the removal of storm water.

During the construction of the sewer work and other ditches, only one-half of the street intersections may be blocked at one time and the Contractor shall provide and maintain temporary driveways, bridges, and crosswalks over sewer and other trenches, such as, in the opinion of the Engineer in charge of the work, are necessary to reasonably accommodate the public.

To accommodate pedestrians during the progress of the work, the Contractor shall provide and maintain crosswalks on that portion of the street being improved, both across the main roadway and at the street and alley intersections. The crosswalks shall be constructed of planks two (2) inches thick, and within the fire limits of the City, they shall be at least five (5) feet wide, and outside the fire limits at least three (3) feet wide.

When the City deems it advisable or necessary to divert traffic from the work or any portion thereof, the Contractor shall provide and maintain detour signs, letter "DETOUR" in plain and legible type, and indicating the direction to be taken by traffic as directed by the Engineer.

In the event of the Contractor's failure to comply with the above provisions relative to traffic regulations, the City may cause said provisions to be carried out and the cost and expense of such work shall be deducted from any money due the Contractor under this contract, but the performance of any such work by the City, or at its insistence or request, shall in no way release the Contractor from his general or particular liability for the failure to provide for the safety of the public or the work under this contract.

The Contractor shall not place any material on any sidewalk so as to interfere with the free access to any crosswalk by pedestrians.

No additional compensation will be paid to the Contractor by the provision and maintenance of bridges, crosswalks, etc., as above specified, but the cost and expense of maintaining the same shall be considered as part of the general contract and shall be included by the Contractor in the

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prices bid by him upon the several items as named upon the proposal therefor.

(27) **Hauling materials on paved streets:** During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.

(28) **Cleaning up during the progress and completion of work:** During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

As fast as any portion of the work, such as the construction of sewers or drains not located in the street or streets to be improved under the contract is completed, the backfilling of trenches and the repaving over the same shall be done as soon as possible, as herein specified.

As fast as the roadway pavement is completed, the Contractor shall remove all rubbish and surplus materials which have accumulated during the progress of the work provided herein, from the new or existing sewers, the roadway, sidewalk space and intersecting streets and shall render the streets suitable, safe and convenient for traffic.

Upon the completion of the improvement and before the final acceptance thereof, the Contractor shall remove all machinery, tools, temporary building and shall clean the pavement, curb and sidewalks in such a thorough and effective manner by hand sweeping, scraping or by flushing, according to kind of pavement or condition of the street, as will be determined by the Engineer, so as to leave the entire surface of the pavement, curbs and sidewalks so exposed that the quality and texture of the materials used and workmanship may be readily determined. He shall also remove all centering, scaffolding and accumulations of sand, earth, materials, and rubbish of all kinds from the sewers, manholes, inlets, and catch basins. If the improvement is completed too late in the fall to permit all of the cleaning up as herein specified, that portion not completed shall be done the following spring within ten (10) days after written notice to do so from the Engineer.

All such cleaning and removal of cleanings shall be done by the Contractor and the cost and expense thereof shall be included in his price for furnishing of materials and laying of pavement.

In case the Contractor shall fail or neglect to do any cleaning within forty-eight (48) hours after the receipt of notice to do so, or in the manner specified, the Director of Public Service may and is hereby authorized to cause the same to be done and charge the cost and expense thereof to said Contractor and deduct the amount of such cost and expense from any estimate due him at any time thereafter.

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(29) **Existing surface fixtures and structures:** At least forty-eight (48) hours before breaking ground, the Contractor shall notify all the City Departments and public service corporations, whose tracks, wires, pipes, conduit or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department of the temporary blocking of any street.

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

(30) **Existing sub-surface fixtures and structures:** Existing sub-surface structures encountered in the work shall be protected and maintained in complete operation, unless permission is given for their removal. Existing substructures, including old sewers, abandoned sewers, abandoned drains, etc., which may appear within the limits of the excavating, shall be removed, if required by the City, but such removal will not be paid for separately, except when expressly specified, being paid for in the price for excavation or other items including excavation.

In case the uncovering of sub-surface structures necessitates a change in the alignment of grade of the proposed work, the Contractor shall give immediate notice of such obstruction to the Engineer, and shall cease work at such points until ordered to proceed.

And in case any change of grade or alignment shall delay the work, the time allowed for the completion of the contract will be extended to the extent which the delay shall have operated, the decision of the Engineer upon this point being final.

(31) **City may construct sewers, drains, etc.:** The City reserves the right to suspend or stop the work on all or any part of the progressing improvement, for the purpose of laying, relaying or allowing to be laid, or re-laid, any sewers, drains, gas pipes, water pipes, conduits or appurtenances thereto, which, in the opinion of the Director of Public Service are necessary or expedient, or for any other reason, and at any stage of the work, and the Contractor shall not interfere with or place any impediment in the way of any person or persons engaged in such work; and in such cases the Contractor shall not be entitled to any damages or recompense, either for digging up the street, or delay or hindrance, but the time of completion shall be extended as many days as the delay shall have operated.

It is the intention of the City to require all property owners to have water and sewer connections made to all lots, and to cause to be laid all water mains, gas mains, sewers and sewer connections, and other pipes, conduits, etc., not included in the contract hereunder, in advance of the improvement, except when in the opinion of the Director of Public Service such procedure be impracticable and the Contractor shall not be entitled to damages or recompense by reason of delay or hindrance, but he shall be granted an extension of time equal to that in which the delay shall have operated, as determined by the Director of Public Service.

If the Contractor hereunder finds that the trenches are not properly backfilled, he shall so notify the Engineer in writing, allowing ample time to have the defects remedied before proceeding with the improvement.

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The Contractor may exercise the right to such supervision of the work, as he may deem necessary to insure good material and workmanship, in order that he may properly protect himself from defects in the finished pavement for which he will be responsible under his guaranty. The Contractor will be allowed and paid for any additional materials, the use of which is made necessary on his part by reason of the above specified work, such reasonable sum (not to exceed contract price) as may be agreed upon in writing between himself and the Director before such additional materials be used, and in the manner specified for subsidiary contracts.

(32) **Special repairs:** The City reserves the right, whenever in its judgment, to take up or permit the taking up of any part of the improvement during the progress of the work, or subsequent to the completion thereof and during the period of guaranty for the purpose of constructing, repairing, or renewal of any sewers, drains, water or gas pipes, or other improvements. Whenever any part of the improvement is taken up as herein specified, all the work of restoring the same will be done by or under the direction of the City and the Contractor hereunder will be relieved of any maintenance requirements on that portion of the completed improvement so disturbed.

(33) **Use of city water supply:** The City will furnish water at the hydrants for the purpose of puddling trenches, construction purposes, operation of machinery, mixing concrete, mortar, etc., but the cost of water and the proper facilities for conveying the same from the hydrants must be included by the Contractor in the unit prices bid for the various items of work wherein water will be used. All water used must pass through meters installed by the Water Department at its hydrants and subject to its regulation and paid for at the builder's rate per one thousand (1,000) cubic feet of water consumed, as established by said Department, plus the cost of meters and installation of same. A deposit will be required covering the cost of meter and installation thereof, which deposit of cost of meter will be refunded on return of meter in good condition.

The Contractor must notify the Water Department at least forty-eight (48) hours in advance of the time such installation is required.

(34) **Use of sewer:** At any time during the progress of the work the City may, by written notice to the Contractor, take over and utilize the whole or part of any sewer, drain or appurtenance thereof which has been completed, giving if desired, permits to tap and connect therewith. In such event, the Contractor shall be relieved from the maintenance of such part as may be used except as provided under the section "Guaranty" and such will be deemed as final acceptance by the City of the part or parts used, subject to the responsibility of the Contractor for all defects in workmanship, etc., as provided under the "Guaranty" section of these specifications.

(35) **Sanitary regulations:** Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained in a sanitary condition by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.

(36) **OSHA standards:** It is the City's requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA

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standards and perform said work in accordance with all applicable OSHA standards.

(37) **Laws and ordinances:** The Contractor shall keep himself fully informed of all laws, municipal ordinances and regulations that in any manner affect the persons engaged in or employed upon the work, or the materials used in the work, or any way affecting the conduct of the work, and of the decrees of the bodies or tribunals having jurisdiction or authority over the same. He shall also himself observe and comply with and shall cause all of his agents and employees to observe and comply with all such existing and subsequent laws and ordinances, regulations, orders and decrees, and to protect and indemnify the City against claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders or decrees by himself or by his agents or employees.

References to special laws and ordinances in other sections of this contract shall in no way relieve the Contractor from compliance with all the provisions of this section.

(38) **Monuments and landmarks:** The Contractor shall preserve intact all City monuments, benchmarks and landmarks, as shown upon the plans or encountered in the excavation. In such case that such monument, benchmark or landmark not shown on the drawings be encountered in opening the excavation, the Contractor shall stop work at such point, immediately notify the Engineer of such findings and not disturb same until directed to do so by the Engineer.

(39) **Prices:** The City shall pay and the Contractor shall receive the prices hereafter stipulated as full compensation for everything furnished and done by the Contractor under this contract. This shall include all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.

(40) **Starting and completing the work (Contract Duration):** The Contractor shall not start the work embraced in this contract before the date of a written notification from the Engineer, and shall commence at such points as the City may direct.

If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of procedure of the operations carried on under this contract.

The duration of this agreement for the completion of the work embraced in this contract shall be **30 Calendar Days** from the Notice to Proceed date. The City will use ODOT Specification 108.06 through 108.09 in regards to delays and time extensions.

Contractor is responsible for any additional costs due to weather-sensitive construction, such as, but not limited to, protecting concrete from freezing, heating of water as needed, etc. as well as insuring that all materials used satisfy appropriate specifications such as, but not limited to, asphalt temperature specifications, non-frozen backfill material, etc.

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The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

(41) **Liquidated Damages and Paving Time Restrictions:** The Contractor guarantees that he can and will complete the work on or before the required deadline, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be **Four Hundred Dollars (\$400.00)** for each day by which the Contractor fails to complete the work, or any part (including Interim) thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

All asphalt paving must take place on the city's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry. The City will deduct and retain, from any money due or any money to become due under the contract **Four Hundred Dollars (\$400.00)** for each day by which the contractor fails to pave within the stated time restrictions. The Contractor shall be liable for the payment of the difference upon demand of the City.

(42) **Samples:** Each bidder shall submit samples of materials, or refer to samples of materials furnished by the Manufacturer or Producer, at the time of submitting the bid, as required in detail specifications under each item, for which bids are received. Whenever samples of any material or workmanship have been filed by the Contractor, or are on file as specimen of the work to be done or materials to be furnished for the work herein specified, such samples shall be the standard by which that kind and class of work shall be judged.

(43) **Measurements:** The contract will not use extra or customary measurements of any kind, unless specially noted, in measuring the work under these specifications; the length, area, solid contents or number only, are considered as a basis for payment as hereinafter specified.

The measurements as made by the City of the amount of the work done shall be final and conclusive.

Payments will be made upon the work done within the lines prescribed by the plans, drawings or specifications, and in accordance with the unit prices for the items under which the work is done. Nothing therein contained depriving the City of any remedy or defense it may have under the same, for violation of the terms or conditions of this agreement.

(44) **Partial payments:** The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices of the labor furnished and the materials incorporated into the project during the previous calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

Partial payments to the Contractor for work performed for a lump sum price shall be based on

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a well-balanced schedule prepared by the Contractor and approved by the Engineer which schedule shall apportion the lump sum price to the principal features entering into or forming a part of the work covered thereby.

The City shall pay the Contractor monthly, not less than the difference between the amount of each monthly estimate which has been approved by the Engineer and the sum of retainage and/or any other amounts which the City is authorized by the contract to withhold. The making of any monthly payment shall not be taken or construed as approval or acceptance by the City of any work included in the estimate upon which such payment is based.

Payment shall be made and retainage kept in accordance with applicable sections of Chapter 153 of the Ohio Revised Code. The Contractor agrees that the financial institution selected by the City for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

To aid in determining quantities of materials for pay, the Contractor shall, whenever requested by the Engineer, provide scales, equipment and assistance for weighing or for measuring such materials.

For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, the City agrees that a planimeter or other agreed upon method may be used.

(45) (46) **Pre-final and final estimates and payments:** As soon as practicable after the completion of work under the contract, the Engineer will perform a formal inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such certified pre-final estimate, the City will pay the Contractor all funds owed under the contract pending final acceptance of the project and submission of all required documentation deducting expenses of correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

(47) **Additional contract:** It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time. At the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Engineer. The contractor shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Engineer, be sufficient for the proper prosecution of the work.

(48) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to worker's compensation and State insurance fund for the benefit of injured and the dependents of killed employees. The Contractor shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to

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reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

(49) **Last payment to terminate liability of City:** No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the City nor its agents shall be liable for, or be held to pay any money, except that provided in this contract. The acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be a release to the City and agents thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amount kept or retained.

(50) **Guaranty:** The Contractor, for and in consideration of the monies received and to be received by him, hereby agrees that the repairs of all defects in the work done and completed under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

The failure of the Director to give notice within the specified period shall not preclude the operation of this section.

The guaranty periods referred to above in this section shall be as follows:

Piles and Anchors require a 5 year warranty and 75 year design life

C.I.P.P. Rehabilitated Sewers, 2 years

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, waterlines, manholes, catch basins, 1 year



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Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

(51) **No estoppel:** The City shall not be precluded or estopped by any return or certificate made or given it, from showing at any time, either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

Neither the acceptance by the City, nor any order, measurement, or certificate, by the City, nor any order for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reversed to the City, or any rights to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

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**Section III: Additional Requirements and/or Conditions**

- A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.
- B. Contractor agrees that Canton's specifications and bid documents shall incorporate and be made part of any subsequent contract entered by the parties.
- C. Once both parties have fully executed the contract, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Contractor shall not assign or transfer any interest under this agreement without the express written consent of Canton.
- E. Contractor agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Contractor, its agents, employees or subcontractors. Nothing herein shall be construed to hold Contractor liable for Canton's negligence.
- F. Contractor's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Contractor's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.
- H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.
- I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect of other designee of the owner. The change order will include conforming changes in the contract and termination time.
- J. Work changed, and the contract price and termination time modified can be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will determined by mutual agreement of the parties before starting any work involved in the change order.

## Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited to, the following:

**1. Chapter 105.02 – Public Paving Time Restrictions.**

All City public paving contracts shall include a provision for liquidated damages in order to provide the City reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the City's road surfaces from May 1<sup>st</sup> to October 1<sup>st</sup>; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.  
*(Ord. 270-2014. Passed 12-29-14.)*

**2. Chapter 105.03 – U.S. Steel Usage Required; Exception.**

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.  
*(Ord. 224-77. Passed 6-27-77.)*

**3. Chapter 105.05 – Materials to be Purchased Locally.**

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:  
It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.  
*(Res. 49-77. Passed 2-7-77.)*

**4. Chapter 105.06 – Minority Contract Provision.**

a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$\_\_\_\_\_ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises.

For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

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*(Ord.185-2011. Passed 10-31-11.)*

**5. Chapter 105.12 – Local Bidder Preference.**

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:  
Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.
- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

*(Ord. 95-2014. Passed 5-12-14.)*

**6. Chapter 105.15 – City Income Tax**

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.

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- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said \_\_\_\_\_ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

*(Ord. 238-2015. Passed 11-30-15.)*

**7. Chapter 182.30 – Contract Provisions**

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

Said \_\_\_\_\_ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

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- b. By entering into contract with the City of Canton \_\_\_\_\_ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
  - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
  - ii. \_\_\_\_\_ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

*(Ord. 238-2015. Passed 11-30-15.)*

**8. Chapter 507.03 – Equal Employment Opportunity Clause.**

- b. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
  - 2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

*(Ord. 153-2012. Passed 9-24-12.)*

- 3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    - 4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the

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general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.

5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
  - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
  - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

*(Ord. 179-74. Passed 6-17-74.)*

**Section V: Bid Forms and Instructions**

Failure to submit Bid Forms 1 through 9 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid Forms 10 through 14 will be required of the successful bidder but may be submitted after the awarding of the contract.

**\*\*\*The City of Canton does encourage bidders to submit all bid forms with their bids\*\*\***

**BID FORM 1 – MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT**

The City of Canton is committed to economic inclusion of certified minority and women’s business enterprises (MBEs/WBEs). This form is for the bidder to identify the dollar amount he is willing and/or able to expend if the contract is awarded to his company for minority and/or women’s business enterprises.

**BID FORM 2 – BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT**

This form is designed to provide an evaluation of the bidder’s policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an “affirmative action plan” and/or “EEO policy.” If the successful bidder does not have a formal EEO policy, he/she will be required to complete and submit the provided EEO policy statement.

**BID FORM 3 – AUTHORITY OF SIGNATORY**

The authority of the bid signatory must be established. Bid Form 3 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and provides instructions as to how signature authority is commonly established.

**BID FORM 4 – BID GUARANTY**

Each proposal shall be accompanied by a bid guaranty which shall consist of one of the following:

1. Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571. The 153.571 statutory bond form requires that the penal amount be an amount not less than the bid price. It is a bid error to write in an amount equal to ten percent (10%) of the amount bid.
2. A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made. A bid guaranty check shall be made payable to the owner without condition. A contractor using a bid check will be required to furnish a performance bond in the



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amount of one hundred percent (100%) of the total bid within ten (10) days of notice of the award.

Bidders using the Ohio Statutory Bid Guaranty and Contract Bond Form can leave the penal amount blank, if such is acceptable to the bidder and the surety. The statutory bond form, per ORC 153.571, is read as having a penal amount equal to the price bid, if no amount is written.

In the case where a bidder to whom a contract award is made fails to execute and secure a contract within ten (10) days after the issuance of the notice of award in writing, the award may be vacated and the bid guarantee, in an amount not to exceed ten percent (10%) of the amount bid, forfeited.

The Bid Bond must be provided by an approved surety company authorized to transact business in the State of Ohio and with a local agent. Agents of bonding companies which write the Bid Bond for this contract shall be licensed to conduct business in the State of Ohio and have a local (Ohio) agent. Each bid shall contain the power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the documents furnished. Identification of the local agent is to accompany each Bond.

The surety used for the bid bond shall be listed in the current edition of the U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

**BID FORM 5 – BIDDER INFORMATION**

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

**BID FORM 6 – PROJECT REFERENCES**

Each bidder shall provide references as set forth on Bid Form 6.

**BID FORM 7 – NON-COLLUSION AFFIDAVIT**

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided in this document.

**BID FORM 8 – QUESTIONNAIRE IN DETERMINING LOWEST AND BEST BID**

This form identifies a series of factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but also the best bid.

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**BID FORM 9 – INSURANCE AFFIDAVIT AND REQUIREMENTS**

The successful bidder will be required to submit the required insurance as outlined in Bid Form 9.

All bidders would be well advised to consult their insurance agent as soon as possible so that all questions and concerns can be given due consideration.

**BID FORM 10 – AFFIDAVIT FOR FOREIGN CORPORATIONS**

A successful bidder who is a foreign corporation, (a corporation not chartered in the State of Ohio), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

**BID FORM 11 – LISTING OF SUBCONTRACTORS**

The successful bidder shall provide the name, type of work to be performed and value of each subcontract. Note that subcontractors are distinguishable from suppliers.

**BID FORM 12 – PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)**

This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

**BID FORM 13 – CERTIFICATION – AUDITOR OF THE STATE OF OHIO**

This form is to be completed in which to certify that the bidder does not have outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio.

**BID FORM 14 – ARTICLES OF INCORPORATION**

The successful bidder will be required to submit a copy of the company's articles of incorporation.

**BID FORM 15 – W9 TAX FORM**

Please attach a copy of your company's current W9 tax form.

## Bid Form 1: Minority and Women's Business Enterprises

### A. Overview

The City of Canton is committed to economic inclusion of certified minority and women's business enterprises (MBEs/WBEs). For the purposes of this form, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

### B. MBE/WBE Certification

Is your company or business a certified MBE or WBE in the City of Canton, any other governmental entity, and/or National Minority Supplier Development Council?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the entities where you have received certification below:

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If you are interested in becoming a certified MBE or WBE with the City of Canton, please visit the Compliance Department's website for an application and instructions.

<http://cantonohio.gov/compliance/?pg=116>

### C. MBE/WBE Utilization in the Subcontracting of Work and Purchase of Supplies

It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for minority/women's business enterprises.

If awarded the bid, will you be utilizing subcontractors or purchasing supplies for use under the contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please complete the remaining questions and provide the information requested in this section.

1. The Bidder must indicate the minority business enterprises it intends to utilize in this

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document as follows: (Please attach additional sheets if necessary.) For a current list of City of Canton Certified Businesses please contact the City of Canton Compliance Department at 330-438-4302.

	<b>Name of Business</b>	<b>Business Address</b>	<b>Nature of Participation</b>	<b>Dollar Amount</b>	<b>MBE/WBE and Certifying Body</b>
<b>Business 1</b>					
<b>Business 2</b>					
<b>Business 3</b>					
<b>Business 4</b>					
<b>Business 5</b>					

2. The bidder agrees to expend at least \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises.
  
3. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. A copy of the implementation report is included at the end of this bid form. These reports will be due at 50% completion of the project and 100% completion of the project. These reports should be forwarded to the following address.

City of Canton Purchasing Department  
218 Cleveland Ave., SW, 4<sup>th</sup> floor  
Canton, OH 44702

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4. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that due diligence has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project, or unable to perform the work, in order to meet the ten percent (10%) minority business enterprise goal. In order to request a waiver, the attached waiver request should be filled out and returned with your bid.

**D. Signature**

The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

\_\_\_\_\_  
Name/Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

## **City of Canton - Office of Compliance Subcontractor and Supplier Implementation Report**

*Please submit a form for each MBE/WBE subcontractor and/or supplier utilized. Please note that this form is due at 50% completion of the project and at 100% completion of the project.*

<b>Bidder/Contractor Name:</b>	
<b>Subcontractor/Supplier Name:</b>	
<b>Project Name:</b>	

**If no MBE/WBE subcontractors or suppliers have been used at this time, please write NA above for the subcontractor/supplier, sign, and return the form.**

Subcontractor/Supplier is a:     MBE      WBE

Please list all entities where this certification has been received:

<b>Part 1: SPEC ITEM #s</b>	<b>Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS</b>	<b>Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS</b>
		\$

**\*Please provide a signed affidavit from all MBE/WBE subcontractors and/or suppliers utilized to document the information supplied above.**

The undersigned contractor certifies that the information contained within this report is true and accurate to the best of its knowledge at the time of submission.

<b>Authorized Contractor Representative &amp; Title:</b>			
<b>Signature:</b>		<b>DATE:</b>	

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**City of Canton - Office of Compliance  
MBE/WBE Utilization Waiver Request**

<b>Bidder/Contractor Name:</b>	
<b>Project Name:</b>	

Note: To justify a waiver of the City’s MBE/WBE goals, it must be shown that due diligence has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project, or unable to perform the work, in order to meet the ten percent (10%) minority business enterprise goal. Please use the spaces below to document the efforts that were made to meet the City of Canton’s MBE/WBE goals. Please attach additional sheets if necessary.

<b>Contacted Contractor</b>	<b>Proposed Work/Supplies</b>	<b>Reason for Unavailability</b>	<b>Date of Contact</b>	<b>Date Response Received</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

<b>Authorized Contractor Representative &amp; Title:</b>			
<b>Signature:</b>		<b>DATE:</b>	

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**Bid Form 2: Bidder and Contractor Employment Practices Report**

**Bidder and Contractor Employment Practices Report**  
City of Canton Office of Compliance

**I. INSTRUCTIONS**

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

**II. VENDOR OR BIDDER INFORMATION**

1. Reporting Status  A. Prime Contractor      B. Prime Subcontractor      C. Supplier      D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report   
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder   
4. Name, Address and Telephone Number of Principal Office of Bidder   

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed \_\_\_\_\_



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**III. POLICIES AND PRACTICES**

The bidder and/or Contractor will indicate his/her willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by circling the applicable letter associated with each item below. The letters are interpreted as follows:

**A** – Current Practice    **B** – Company will immediately adopt this policy    **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A    B    C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A    B    C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A    B    C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A    B    C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A    B    C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A    B    C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A    B    C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A    B    C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A    B    C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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**IV. EMPLOYMENT DATA**

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data is required to be filled in. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of future awards.

Categories	Overall Total	MALE:						FEMALE:			
		Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
<b>Total:</b>											

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

**V. ADDITIONAL INFORMATION (Optional)**

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

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**VI. POLICY STATEMENT**

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on City projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of \_\_\_\_\_ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document \_\_\_\_\_ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) \_\_\_\_\_ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) \_\_\_\_\_ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) \_\_\_\_\_ shall require each sub-contractor hired for this project to adhere to this statement.

**VII. SIGNATURE**

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to the loss of current and future awards.

\_\_\_\_\_  
**Firm or Corporation Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date of Signing**



**2018 City of Canton Chip and Seal Program, G.P. 1277**  
**The City of Canton Engineering Department**

**Bid Form 4: Bid Guaranty**

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

**\*\*\*Please include your bid bond or bid check at the front of your submitted bid packet\*\*\***

**PERFORMANCE BOND AFFIDAVIT**

Unless Bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the Bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

- (1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.
- (2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

**THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED**

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**Bid Form 5: Bidder Information**

**Bidder Information Page 1 of 3**

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

c. Business Telephone Number ( \_\_\_\_ ) \_\_\_\_\_

d. Person, address, email and telephone to whom official notices are to be sent  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Person, address, email and telephone for further information regarding this proposal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. State(s) of incorporation (w/dates of incorporation) \_\_\_\_\_  
\_\_\_\_\_

g. Principal place of business \_\_\_\_\_

h. Federal I.D. Number # \_\_\_\_\_

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ \_\_\_\_\_

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**Bidder Information Page 2 of 3**

2. Form of Business Organization.

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.


All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)


4. Name and address of other person, firms or companies interested in this contract.


5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.


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**Bidder Information Page 3 of 3**

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

(Signature of individual, partner or officer signing the proposal.)

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

Notary Public in and for

\_\_\_\_\_ County,

My Commission Expires:

\_\_\_\_\_, 20 \_\_\_\_\_.



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**Bid Form 6: Project References**

Each bidder should provide a list of comparable projects performed over the last three (3) years (maximum of 10) indicating the following:

- Owner (with name, address and telephone number of Owner's project manager).
- General description of work, and size and type of project. Also indicate whether participation was as a prime or subcontractor. If the bidder's participation on the project was as a subcontractor, identify prime contractor with information requested above for the OWNER.

All previous work for the OWNER over the last five (5) years should be identified.



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**Bid Form 7: Page 2**

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

\_\_\_\_\_  
Affiant

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

Notary Public in and for

\_\_\_\_\_ County,

My Commission Expires:

\_\_\_\_\_, 20 \_\_\_\_.

**Bid Form 8: Factors to Be Used When Determining Lowest and Best Bid,  
Page 1**

**NOTICE**

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01.

**QUESTIONNAIRE**

**When completing Bid Form #8, please submit your answers, separately, on your company letterhead and attach to Bid Form #8.**

In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.
6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.

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**Bid Form 8: Page 2**

8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
13. Please describe any allegations of violations 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 practices within the past five years.
14. Please describe any violations of the worker compensation law.
15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.

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**Bid Form 8: Page 3**

19. Please submit the identity of the bidder's permanent work force 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 descriptions or trade specialties.
20. Please provide the identity of any temporary work force 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 descriptions or trade specialties.
21. Please state whether the bidder's work force is drawn mainly from local employees as defined below. The number of local employees, and their job descriptions or trade specialties that the bidder will employ on the public contract.  
Local Employee Definition
  - A. A person residing within the City of Canton or Stark County,
  - B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
  - C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection A or B hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

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**Bid Form 9: Insurance Affidavit and Requirements**

**Insurance Requirements**

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the City of Canton, Ohio and its affiliated and associated organizations or subsidiaries hereinafter referred to as Owner.
- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
  - II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Director of Public Service with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
  - III. In accordance with Item II, the Contractor shall maintain the following insurance:
    - 1. Worker's Compensation and Employer's Liability Insurance affording,
      - (a) Protection under the Workmen's Compensation Law in the State of Ohio.
      - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.
    - 2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations	
Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury	
Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$100,000.00
Medical Expense Limit	\$5,000.00

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This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
- b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
- c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
- d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
- e. Include the City of Canton, Ohio and its agents, as having additional insured status for purposes of coverage under the subject policy.

3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage any one accident or loss:	\$1,000,000.00
----------------------------------------------------------------	----------------

4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.



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- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the City of Canton thirty (30) days prior written notice for cancellation or any material change in the insurance.

**Insurance Affidavit**

Each bidder should obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. Make the affidavit on the insurance agency's letterhead, reference this project by name, and state at least the following:

1. The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in Bid Form 9.
2. The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
3. The names and A.M. Best Company ratings of companies required to provide the required insurance.

**You must have the insurance affidavit notarized.**

**The successful bidder will be required to provide evidence of the required insurance as outlined in this bid form.**

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**Bid Form 10: Bidder's Affidavit: Foreign Corporation**

**\*Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that \_\_\_\_\_ is a foreign corporation incorporated in the State of \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is \_\_\_\_\_  
(name and address)

\_\_\_\_\_  
Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

**Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.**

## **Bid Form 11: Listing of Subcontractors**

The bidder shall set forth the name, location of principal place of business, proposed amount of subcontract, and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached bid is submitted, and where the portion of the work which will be performed by each subcontractor will be. Note that subcontractors are distinguishable from suppliers.

**Subcontractor** – An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

**Supplier** – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself.

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**Bid Form 12: Personal Property Tax Certification (ORC 5719.042)**

**NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.**

Office of the Auditor  
City of Canton  
218 Cleveland Avenue S.W., 2<sup>nd</sup> floor  
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is \_\_\_\_\_.

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Secretary

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

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**Bid Form 13: Certification: Auditor of the State of Ohio**

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that \_\_\_\_\_ does not have an  
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the  
State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

\_\_\_\_\_.  
(Current date)

\_\_\_\_\_  
Signature of Officer or Agent

\_\_\_\_\_  
Name (Print)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

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**Bid Form 14: Articles of Incorporation**

Please provide a copy of the bidding company's articles of incorporation. The City of Canton may request this information if it is not provided.

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**Bid Form 15: W-9 Tax Form**

Please attach your company's current W-9 Tax Form.

## **Section VI: Detailed Specifications**

### **A. Detailed Specifications**

The following specifications shall apply in conjunction with the General Conditions. In case of a conflict between the General Conditions and Detailed Specifications, the Detailed Specifications shall take precedence.

### **B. Applicable Specifications**

All materials and work shall conform to State of Ohio, Department of Transportation 2016 Construction and Materials Specifications (CMS) in conjunction with applicable City of Canton standard specifications and project specific specifications included herein.

### **C. Scope of Work**

This project involves the Chip Seal of various streets in the City of Canton.

#### **1. Project Limits**

A table has been provided at the end of this section which lists the streets to be chip sealed with this project.

#### **2. Chip Seal**

Chip Seal shall be performed as per ODOT CMS Item 422 – Single Chip Seal with the following provisions.

- a) Bituminous Binder – Bituminous binder shall be polymer modified CRS-2P emulsified asphalt as per ODOT CMS 702.16. For estimating purposes the aggregate shall be spread at a rate of 22 LB/SY.
- b) Cover Aggregate – Cover aggregate shall be #8 crushed slag conforming to ODOT CMS 703.05 and ODOT Supplemental 1027. For estimating purposes the binder shall be applied at a rate of 0.4 GAL/SY.
- c) Surface Preparation – Sweeping for surface preparation shall be performed using a self-propelled power vacuum type sweeper. The accumulated road dirt shall be removed from the site and disposed of as directed by the Engineer. Sweeping road dirt onto the berms and lawns or onto side ditches and catch basins will not be permitted.
- d) Casting Protection – Before applying the surface treatment, the Contractor shall cover all street castings with a tar paper or other approved cover. The Contractor shall remove the cover after the seal coating operation is completed and shall insure that all street castings are clean and operable.
- e) Inlet Protection – Catch basin, inlets, and open grate storm manholes shall be protected to prevent stone from entering the storm sewer. The inlet protection shall remain in place until after the final sweeping.
- f) Loose Stone signs – There shall be no speed plaque installed with the Loose Stone signs. The signs shall remain in place until the final sweeping.
- g) Final Sweeping – The final sweeping shall be performed a minimum of 7 days after seal coat application. A vacuum type sweeper shall be used. This sweeper shall be self-propelled and capable of removing excess aggregate without the use of rotary broom. Water may be applied during the sweeping, by the sweeper, with a maximum application of 0.05 gallons of water per square yard. The sweeper shall be equipped



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with a filter to prevent the escape of dust or debris into the air. The cost of the final sweeping shall be included in Item 422 – Cover Aggregate.

**3. Quantities**

The estimated quantities for this project are provided in the table at the end of this section. The estimated quantities were determined using the rates in Section 2. Chip Seal and were provided for reference. Final quantities will be based on material used. Tickets must be provided to the Engineer to determine quantities used.

**4. Maintenance of Traffic**

The Contractor shall be responsible for all maintenance of traffic. All maintenance of traffic operations shall follow appropriate ODOT standards. The Contractor shall maintain local access on all streets. The cost of maintaining traffic shall be incidental to the contract.

**5. Method of Payment**

Payment for this project shall be made for accepted quantities at the unit price as follows:

Item 422 – Bituminous Binder	Gallon
Item 422 – Cover Aggregate	Ton

The payment shall include all materials and labor necessary to complete the work described in this contract including incidental items such as maintenance of traffic and mobilization.

**6. Additional Funds**

The City of Canton reserves the right to add additional streets to the chip and seal list through a formal change order at the bid unit cost if additional funding becomes available.

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List of Streets with Approximate Lengths/Areas

6/18/2018

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Length (Ft.)</b>	<b>Area (S.Y.)</b>
9th St. NW	Wertz Ave.	Harrison Ave.	2577	6871
Crown Pl. NW	Broad Ave.	Clarendon Ave.	470	940
5th St. NW	Wertz Ave.	Clarendon Ave.	1067	2726
4th St. NW	Whipple Ave.	Roslyn Ave.	3865	13313
Birchdale Rd. NW	Raff Ave.	Roslyn Ave.	1399	4819
Montrose Ave. NW	4th St.	Birchdale Rd. NW	275	1007
Lindwood Ave. NW	4th St.	N. of Birchdale Rd. NW	570	2091
Bellflower Ave. NW	4th St.	Birchdale Rd. NW	280	902
Roslyn Ave. NW	4th St.	Birchdale Rd. NW	190	697
12th St. SW	Benskin Ave.	Raff Rd.	428	1331
Poplar Ave. SW	Cul de sac S. of 12th St.	11th St.	1162	3872
Hawthorne Ave. SW	11th St.	13th St.	1352	4506
Linwood Ave. SW	Tuscarawas St.	13th St.	3506	10907
Clarendon Ave. SW	Navarre Rd.	9th St.	3321	11070
Clarendon Ave. SW	15th St.	17th St.	1177	3925
16th St. SW	Wertz Ave.	Harrison Ave.	2761	9205
Alden Ave. SW	15th St.	21st St.	2888	9627
Daleford Ave. NE	Mahoning Rd.	Fairmount Blvd.	1193	4641
Daleford Ave. NE	Fairmount Blvd.	30th St.	2144	5002
Root Ave. NE	23rd St.	25th St.	576	1407
Royal Ave. NE	17th St.	19th St.	903	2909
Grace Ave. NE	Mahoning Rd.	19th St.	1647	5491
Plain Ave. NE	14th St.	17th St.	1822	6072
Gross Ave. NE	Glendale Pl.	17th St.	1214	4048
Harvard Ave. NW	30th St.	33rd St.	1162	4388
Whitehouse Ave. NW	Pennington St.	38th St.	750	1583
Bevington St.	Burrshire Dr.	Whitehouse Ave.	876	2337
Loma Linda Ave. NE	52nd St.	55th St.	1964	6547
52nd St. NE	Gardendale Ave.	Loma Linda Ave.	602	2006
		<b>Totals</b>	<b>42,140</b>	<b>134,239</b>

## Section VII: Supplemental Specifications

### Supplemental Specification 01-00

#### PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS FOR ALL PUBLIC WORK PROJECTS AND SUBDIVISION DEVELOPMENTS

September, 2000

\* Revised August, 2009

**Project Submittals:** The following listed items are the full responsibility of the Contractor. These items become part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. A typewritten letter shall accompany all items, on Company letterhead; clearly describe each item submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. The City will reject any information not clearly legible. **Submit four copies of the project submittals.**

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. All actions other than "no exception taken" will require supporting notation or information for project review.

Allow at least 10 business days for City's review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor.

The City will not pay directly for the performance of the work listed. This work is a subsidiary obligation of the Contractor.

1. Shop Drawings
2. Preconstruction Video
3. Progress Schedule
4. Release Statement for Disposal of Excavated Material
5. Traffic Control Plan
6. Contractor and Subcontractor Emergency Contact List
7. Statements of Final Compliance

#### 1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Contractor shall submit shop drawings in not less than four (4) copies to the Engineer.
- c) Contractor shall submit shop drawings in proper sequence of construction to cause no delay in the work. The Engineer will have ten (10) business days to review submittals.

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The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. No work shall be performed requiring shop drawings until same the Engineer has approved these shop drawings.

- d) Label each shop drawing with the following:
    - 1. Project Name
    - 2. Name of Contractor
    - 3. Name of Subcontractor (if applicable)
    - 4. Name and Address of Supplier and/or Manufacturer
    - 5. Log Reference Number
  - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review does not make him responsible for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when the recording this video.
  - b) The video and audio recordings shall be on DVD or pre-approved alternative for replay. Contractor must submit alternative medium to the Engineer and approval received prior to scheduling.
  - c) The video portion shall have continuous time and date incorporated into it, locations and person(s) doing the work.
  - d) Audio comments during the recording must address each item in the field of view as it may pertain to the project construction. The recording technician will need to become familiar with the project plans to know what subject matter is pertinent. Further, contractor must incorporate a post recording review and audio comments into the recording.
  - e) Submitted copies of all recordings are the property of the Engineer. Contractor must submit the recording and be accepted in full by the Engineering Department prior to the start of construction.
3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:
- a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
  - b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

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4. **Release Statement for Disposal of Excavated Materials**
  - (a) The Contractor shall provide to the City a written consent statement from all property owners whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
  - (b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the “City of Canton” in lieu of “the Department” on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City’s, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.
  - (c) See attached sample copy for referencing purposes.
  
5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.
  
6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor’s personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.
  
7. **Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project’s General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.
  - a) Certificates of Substantial and Final Completion. Contractor shall submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
  - b) Final Waiver of Lien  
Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

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(SAMPLE COPY)

**Waste Disposal Agreement for Projects in the City of Canton**

*Items 1, 3 - 9 are optional and discretionary to the undersigns*

THIS WASTE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_ (called "Contractor"), and \_\_\_\_\_ of \_\_\_\_\_ (called "Land Owner"), concerning a certain construction contract between the Contractor and \_\_\_\_\_ in the City of Canton, OH for the \_\_\_\_\_ (project), as follows:

1. **MANNER OF WASTING:** Land Owner grants to Contractor the exclusive right to place dirt, earth, rock, topsoil, subsurface, unsuitable and/or other excess material (called "waste material") upon the area described in the following paragraph without requirement, limit, or restriction as to depth, amount, manner, or time.
2. **WASTE AREA:** The property upon which Contractor is permitted to place material is commonly known as \_\_\_\_\_ (address).
3. **TITLE TO WASTE AREA:** The Land Owner warrants that it has title to and the right to contract for placement of waste material in said area and agrees to defend and indemnify Contractor against any claim, suit, or damage arising out of such title or right to contract.
4. **ACCESS AND USE:** Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete fulfillment of this agreement, and the right of quiet enjoyment in the intended use of such area.
5. **PAYMENT:** Contractor agrees to pay and Land Owner agrees to accept as full and final compensation for all rights granted and covenants contained herein and all claims of every nature the sum of \_\_\_\_\_ payable \_\_\_\_\_.
6. **BASIS OF MEASUREMENTS:** It is mutually agreed that measurement of the amount of materials wasted, where required, shall be made on the following basis: \_\_\_\_\_ and said measurement shall be binding upon the parties hereto for all purposes.
7. **DAMAGES:** Land Owner hereby waives any and all claims for damage to the waste area and to the area of ingress and egress except as specifically noted herein.
8. **RELEASE:** Upon receipt of final payment hereunder, and provided all terms of this agreement have been fulfilled, Land Owner hereby releases Contractor from further liability of any kind or nature hereunder.

WITNESSES:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature & Title

LANDOWNER:

\_\_\_\_\_  
Signature

9. **ENTIRE AGREEMENT:** It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.

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10. DISCLAIMER: The City of Canton is not a party to the here above agreement. The Contractor and Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the here above agreement. The waste material is the property of the Contractor, not the City of Canton.

**Section VIII: Project Utility Note**

It is the sole responsibility of the contractor to coordinate and insure the relocation of modifications to all utilities. The City is not responsible for any cost associated with the non-timely relocation or delays caused by utility work or the cost of the relocation work itself.



## **Section IX: Change Order Policy**

### Canton Engineering Change Order Policy

The need for a Change Order for work or materials not included in the scope of the contract or exceeding plan quantities may occur at any time during the contract. The LPA Construction Manager or the LPA Contractor may initiate the Change Order process. The LPA Project Inspector will document the date that the change is first encountered. The LPA Construction Manager will determine if a change in the contract is needed. (Note: LPA Project Inspector may be a Consultant Construction Contract Administrator or the Canton Project Inspector assigned to the project.) The project record shall include record of all changes.

Change Orders will be categorized into the following Tiers:

Tier 1: A quantity adjustment for projects less than \$500,000.00 cannot exceed \$25,000.00 to qualify as a Tier 1 Change Order. A quantity adjustment for projects greater than \$500,000.00 cannot exceed the lesser of 5% or \$100,000.00 to qualify as a Tier 1 Change Order. The change of the quantities will be adjusted on a Change Order that will address these changes after an accumulation of adjustments for the project is received. Requests for adjustment may occur at any time before the final payment is made.

Tier 2: Changes that cannot be addressed using contract unit prices, exceed the Tier 1 limits, extend the contract limits, or change the environmental impact will be presented formally on a Change Order. Contractor shall submit an estimated cost and scope of the work to be performed to the LPA Project Manager. The LPA Project Manager will assemble the documentation, including purpose and analysis of the cost of the proposed change for submission to the LPA Construction Manager. LPA Construction Manager shall review the submitted documentation for availability of funds, acceptability of costs and need for the said changes. Further, the LPA Construction Manager will secure concurrence from ODOT Construction Monitor and make recommendation to the Canton City Engineer for acceptance.

The Change Order will then be recommended to the Board of Control for approval. If the sum of all Change Orders exceeds the lesser of \$100,000.00 or 10% of the total of the original contract cost, the Change Order will be presented to the Canton City Council for approval before being submitted to the Board of Control.

Execution of the work will not be performed until authorization is given to the contractor from the LPA. In the event that an agreed price cannot be negotiated, LPA will adhere to force account procedures.

Authorization of Change Order Work:

Tier 1: The Canton City Engineering will authorize the work prior to submission of the Change Order. Contractor cannot proceed until such authorization.

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Tier 2: The contractor must receive written authorization, from the Canton City Engineer, before the execution of any of the Change Order work. This authorization will not be given until the Change Order has been approved by the Board of Control and Canton City Council, as needed. The Canton City Engineer may override Tier 2 Authorization procedure for any circumstances to assure safety, environment, or protection of property.

NOTE: Canton City Council must approve all Change Orders prior to authorization for both Tier 1 and Tier 2 should the individual or aggregate cost of all Change Orders exceed the lesser of 100,000.00 or 10% of the project original cost.

**Section X: CONTRSTRUCTION CLAIMS MANAGEMENT POLICY**

The City of Canton recognizes the need to contend with claims experienced by contractors that are not addressed by the contract. This policy is to act as a directive to provide stability and expertise in the management of claims and to ensure they are investigated, evaluated, and resolved in a timely and professional manner.

This policy attempts to resolve disputes in a fair and cost effective manner. The documentation resulting from this procedure will provide information needed to make a reasonable and unbiased decision. The city recognizes that costs can be kept to a minimum when the resolution is found at the departmental level.

Prior to entering into the formal claims management process, both the Prime Contractor and City's Project Manager agree to attempt to resolve any disputes in a good faith effort in accordance with the contract.

Please be advised that all disputes or claims must be presented by the Prime Contractor. Disputes or claims submitted by a sub-contractor or supplier against the City or the Prime Contractor shall not be accepted.

• DEFINITION OF KEY TERMS

**City Department Head** is defined as the City Engineer, Water Department Superintendent, Reclamation Facility Superintendent, Building Maintenance Superintendent, and Collection Systems Superintendent.

**City Project Manager** is defined as a representative from City Engineering Department, the City Water Department, City Sewer and Sanitation Department, Collection Systems, Building Maintenance or a party who has a contract with the City of Canton for construction engineering services for this particular project.

**Claims** are defined as disputes that are not settled in Steps One or Step Two of this process.

**Contract Documents** is defined those documents listed in the Document Order of Precedence.

**Disputes** are defined as include disagreements, matters in question, and differences of opinion that may result in a request for additional money and/or time.

**Prime Contractor** is defined as the contractor who has a contract directly with the City of Canton for this particular project.

• PROCESS

The Prime Contractor must follow this policy to be eligible for any compensation (time or monetary) for any and all claims not covered by the Change Order Policy. All steps in the policy must be completed prior to proceeding to the next step. The Prime Contractor shall immediately provide oral notification to the City Project Manager upon discovering a circumstance that may

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result in a dispute. The Prime Contractor shall continue all work, including that work that is the subject of the dispute or claim. The City will continue to pay for work being performed.

- **STEP ONE CITY PROJECT MANAGER**

Within two (2) business days of providing oral notification to the City Project Manager, the Contractor must provide a written notice to the same of any circumstance that may result in a dispute. The City Project Manager will confirm, in writing, receipt of the written notice. The City Project Manager will negotiate in an effort to reach a resolution according to the Contract Documents. The City Project Manager shall issue a written decision within fourteen (14) business days of the Step One meeting. If the dispute is not resolved, the Prime Contractor must either abandon or escalate the dispute to Step Two.

- **STEP TWO CITY DEPARTMENT HEAD**

Within seven (7) business days of receipt of the Step One decision, the Prime Contractor must submit a written request for a Step Two meeting to the City Department Head. The City Department Head will acknowledge the request, in writing, and assign the dispute a dispute number. Within fourteen (14) business days of the receipt of the City Department Head's written acknowledgment, the Prime Contractor shall submit dispute documentation as follows:

1. The Prime Contractor shall submit three (3) complete copies of the documentation of the dispute to the City Department Head.
2. The dispute documentation shall be identified on a cover page by the project name, the parties involved in the dispute and the dispute number.
3. All documentation must be original documents that details the required information for each item of additional compensation and/or time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of the written notice as required in Step One.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included.
6. The dollar amount of additional compensation and length of time extension being requested, supported by documentation that serve as the basis for said amounts of compensation or time.
7. A detailed schedule analysis must be included for any dispute concerning additional time, actual or constructive acceleration, or delay damages. Failure to submit the required schedule analysis will result in denial of that portion of the Prime Contractor's request.
8. Copies of all relevant correspondence and other pertinent documents.

The City Department Head shall review the dispute documentation and make a written recommendation within fourteen (14) business days of receipt of the dispute documentation. If the Prime Contractor accepts, in writing, the City Department Head's recommendation, the dispute will cease and/or be processed as a Change Order. If the Prime Contractor does not accept the City Department Head's recommendation, in writing, the City Department Head will set a time for a Step Two meeting within fourteen (14) business days of receipt of the Prime

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Contractor's written response. The Step Two meeting shall be attended by the Prime Contractor and City Project Manager. Each party will have reasonable time to explain their positions regarding the dispute. Within ten (10) business days of the Step Two meeting, the City Department Head will issue a written determination of the dispute to the Prime Contractor and the City Project Manager. If the Prime Contractor accepts the City Department Head's determination, in writing, the dispute will cease and/or be processed as a Change Order. If the Prime Contractor does not accept the City Department Head's determination, the Prime Contractor may escalate to Step Three.

• **STEP THREE      DIRECTOR OF PUBLIC SERVICE CLAIMS COMMITTEE**

Within fourteen (14) business days of receipt of the City Department Head's written determination, the Prime Contractor shall submit a *Notice of Intent to File a Claim* and four (4) copies of its claim documentation to the Director of Public Service by certified U.S. mail. This notice shall state the Prime Contractor's request for a Step Three Hearing on the claim. Within ten (10) calendar days of receipt of the *Notice of Intent to File a Claim*, the Director of Public Service shall submit the *Notice of Intent to File a Claim* and one (1) complete copy of the Prime Contractor's claim documentation to the City Department Head and City Project Manager. Within thirty (30) calendar days of the receipt of the *Notice of Intent to File a Claim* by the City Department Head and City Project Manager, the City Department Head and City Project Manager shall submit four (4) copies of its documentation to the Director of Public Service and one (1) copy to the Prime Contractor. After receiving the both the Prime Contractor and City Department Head and/or City Project Manager's documentation, the Director of Public Service shall set a hearing date not more than sixty (60) days from the date of receipt of said documentation. At any time between the receipt of either party's documentation and the hearing date, the Director of Public Service may request additional information. If the party fails to provide the requested information, the Director of Public Service may render his/her decision without it. The hearing date may be rescheduled one (1) time to allow time for additional review of submitted information.

The hearing will be conducted by the Director of Public Service Claims Committee. The Committee shall consist of, at the minimum, the Director of Public Service, a representative of the Canton Law Department, and a representative of the Canton Purchasing Department. The Director of Public Service may add members as he/she sees fit.

Upon completion of the hearing, the Committee will take both sides of the claim into consideration. Within thirty (30) calendar days of the Step Three hearing, the Director of Public Service will send a written decision to all parties. Within (14) calendar days, the Prime Contractor must either accept or reject the decision in writing. Step Three is the final step of the Claims Policy.

Hearing Procedure

The Prime Contractor and City Department Head and/or City Project Manager will each be allowed adequate time to present their respective positions. Each party's position will be presented by someone who is thoroughly knowledgeable about the claim. Each party will be

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allowed to have others assist in the presentation. Each party will also be allowed one (1) rebuttal period limited to the scope of the other party's presentation. The Committee may ask questions at any time during the presentation.

The parties shall behave in a professional manner. The parties shall refrain from interrupting and/or interfering with the other party's presentation. The Director of Public Service reserves the right to maintain order in the hearing. If a party continues to interrupt and/or interfere with the other party's presentation, after one warning, that party may: be removed from the hearing or forfeit their rebuttal time.

In the event that both parties do not behave in a professional manner, the Director of Public Service may choose to hear each party's presentation in caucus.

Claim Documentation

When submitting the claim documentation, the Prime Contractor must certify the claim in writing. Such certification shall attest to the following:

1. The claim is made in good faith.
2. To the best of the Prime Contractor's knowledge, all data offered to support the claim is accurate and complete.
3. The claim amount accurately reflects the Contractor's actual incurred costs and additional time impacts.

This claim certification shall also be notarized pursuant to the laws of the State of Ohio. The following is an example of the correct form for a claim certification:

*(Prime Contractor) certifies that this claim is made in good faith, that all supporting data is accurate and complete to the best of the (Prime Contractor's) knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (Prime Contractor) believes the City of Canton is liable.*

By: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

At a minimum, the Prime Contractor's Claim Documentation shall include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the dates of the disputed work and the date of the written notice as required in Step One. This section must also list the steps the parties have taken to resolve this claim.
2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included.

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3. The dollar amount of additional compensation and length of time extension being requested, supported by documentation that serve as the basis for said amounts of compensation or time.
4. A detailed schedule analysis must be included for any dispute concerning additional time, actual or constructive acceleration, or delay damages. Failure to submit the required schedule analysis will result in denial of that portion of the Prime Contractor's request.
5. Copies of all relevant correspondence and other pertinent documents

At a minimum, the City Department Head and/or City Project Manager's Claim Documentation shall include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must also list the steps the parties have taken to resolve this claim.
2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included.
3. Response to each argument set forth by the Prime Contractor.
4. Any counter-claims, accompanied by supporting documentation they wish to assert.
5. Copies of all relevant correspondence and other pertinent documents.

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**Section XI: Signature and Proposal Pages**

**Signature Page**  
**2018 City of Canton Chip and Seal Program, GP 1277**

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **2018 City of Canton Chip and Seal Program, GP 1277** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder hereby certifies that the undersigned \_\_\_\_\_ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein.

The bidder herewith encloses a \_\_\_\_\_ **(BID BOND, CERTIFIED/CASHIER'S CHECK)** in the sum of \$ \_\_\_\_\_ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, \_\_\_\_\_ will enter into contract therefore, with sureties satisfactory to the Director of Public Service, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: \_\_\_\_\_.

SIGNATURE OF BIDDER: \_\_\_\_\_.

**NOTE:** If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.



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**Proposal Pages**

We (I), the above signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

<b>Ref. No.</b>	<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Material Unit Price</b>	<b>Labor Unit Price</b>	<b>Total Price</b>
1	422	Bituminous Binder	53,696	Gal			
2	422	Cover Aggregate	1,477	Ton			

**Contractor Name:** \_\_\_\_\_

**Total Bid Price in Figures**

\$ \_\_\_\_\_

**Total Bid Price in Words**

\$ \_\_\_\_\_

**\*\*\*For informational purposes only. Unit Prices will govern.\*\*\***

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**Appendix A: Contractor's Final Release and Waiver of Lien**

Project/Owner	Contractor
Project: _____	Name: _____
Address: _____	Address: _____
_____	_____
City                      State                      Zip	City                      State                      Zip
Owner: _____	Contractor License: _____
Contract Date: _____	

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature

Witness to Signature:  
\_\_\_\_\_  
\_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## **Appendix B: Prevailing Wage Requirements and Rates**

### **Overview**

This project will utilize Ohio Prevailing Wage Rates. All contractors and subcontractors are required to comply with all Prevailing Wage Requirements in the Ohio Revised Code. These requirements are outlined below and sample documents are contained in the following pages and will be utilized to comply with these requirements. **Please note that the City of Canton will withhold payroll and/or retainage for a pay application or for the project in total until all prevailing wage issues are resolved.**

### **Payroll Dates Form**

Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. It is to be completed with the **actual payroll dates** and not a day of the week. This requirement applies to all contractors/subcontractors.

### **Letter of Authorization for Payroll Signature**

The person signing the certified payrolls must be an Owner or Corporate Officer of the company, or an Authorization letter must be completed and sent to the Prevailing Wage Coordinator. The document sent **must be the original signed notarized document**. If the person signing the payroll changes during the course of the project then a new Letter of Authorization for payroll signature must be submitted.

### **Fringe Benefits Form**

Please complete and return along with the payroll dates form and letter of authorization for payroll signature form.

### **Notification to Employee Form**

If your company is a **non-union company** you **must provide a completed Notification form to each employee working on this site and provide the PWC a copy** (wage and fringe benefit amounts on Notification must match amounts listed on payrolls), the form must have the Prevailing Wage Coordinator information, if you are a **union company** you need to send the PWC **a copy of the contract/agreement your company has with the local Trade Union(s)**.

### **Certified Payroll**

The **first certified payroll** must be sent to the Prevailing Wage Coordinator **within two weeks of 1<sup>st</sup> pay period on the job**, payrolls must be sent **weekly** to the Prevailing Wage Coordinator if your company is working **four months or less** on site, payrolls must be sent **at least monthly** if working **more than four months** on site. Certified payroll forms used by contractors **must include all the information that is on payroll form included** with this package, if the payroll form you use does not have sections for all the information, it must be included as an attachment to the certified payroll. (During the project you may send copies of the certified payroll but **by the end of the project you must provide the original signed documents to the Prevailing Wage Coordinator** before you will receive your final payment). Fringe benefit breakdown needs to be attached to **each** payroll. For any **work classifications** requiring a group number (1-5) such as laborer or operating engineer if the group number or identifying equipment employee is operating is not entered a revised payroll will be required.

### **Affidavit of Compliance**

When each contractor/subcontractor has completed their work on the job site they're required to submit a Final Affidavit of Compliance before the primary contractor receives their final payment and any retainer. Must send Prevailing Wage Coordinator original signed document.

### **Apprentices**

Any/all apprentices working on this project must be registered with the State of Ohio Apprenticeship Council, apprentices on site cannot exceed ratios in the wage decision rate schedule, contractors/subs must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement from the program for each apprentice on the project with the first payroll on which they appear. You must provide the apprentice level/year, i.e. 1, 2, 3, etc. and/or percent of Journeyman's pay rate, i.e. 50%, 55%, etc. on the certified payrolls.

### **Subcontractors**

If any subcontractors will be used during this project then a list of subcontractors including their name, address, and phone number must be provided to the Prevailing Wage Coordinator. The Prime contractor is responsible for all forms to be furnished to subcontractors, **along with wage rates** or any other modification vital to the project.

### **Prevailing Wage Rates**

Attached are the State of Ohio Prevailing Wage Rates as of the posting date of this bid. Actual rates due to workers will be those in affect at the time of work. All applicable prevailing wage rates must be posted on the job site for the duration of the project.

## WEEKLY PAYROLLS

Each week as work progresses the Contractor must submit to the Prevailing Wage Coordinator original, certified, signed weekly payrolls containing the following information:

- A) Name of each employee.
- B) Employees' social security numbers
- C) Special classification of employees (same as shown on wage determination or provisional approval.)
- D) Rate of pay not less than that shown on the wage determination.
- E) Allowable fringe benefits paid to the employee.
- F) Hours worked each day and total hours worked for each week for each employee.
- G) Gross amount paid to each employee.
- H) Itemized deductions for each employee.
- I) Net amount paid to each employee.
- J) The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Department of Industrial Relations, Prevailing Wage Rate Division, State of Ohio, and that the classifications set forth for each laborer or mechanic conform with the work he performs".

---

(SIGNATURE)

---

(TITLE)

## PREVAILING WAGE COORDINATOR

The City of Canton has designated Cheryl Southwell as Prevailing Wage Coordinator, in accordance with Section 4115.071 of the Ohio Revised Code.

Her office is located at City of Canton, 218 Cleveland Ave SW, Canton, Ohio 47702  
Cheryl Southwell: 330-438-4183

### CONTRACTORS SUBMISSIONS TO THE WAGE COORDINATOR:

- 1) Contractors are required to supply to the Wage Coordinator, **a schedule of the dates during the life of the contract with City of Canton on which they are required to pay wages to the employees.** See Section 4115.03 (A) (2)
- 2) Contractors shall also deliver to the Wage Coordinator **a certified copy of the payroll within two weeks after the initial pay date and supplemental reports for each month thereafter, which shall exhibit for each employee, their name, current address, social security number, job classification, number of hours worked for project, rate of pay, project gross pay, fringe payments, total hours all jobs, total gross all jobs, and deductions from their wages.** See Section 4115.03 (A) (3)
- 3) 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. See Section 4115.03 (A) (6) (C)
- 4) The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and **include a State of Compliance** stating 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. See Section 4115.03 (A) (6) (C)
- 5) Contractors will also provide **each month a copy of any Labor Union Fringe Benefit Fund reports that they submitted to the unions.** See Section 4115.03

### PREVAILING WAGE COORDINATOR MONITORING PROCEDURES

The wage Coordinator's duties are those specified in Section 4115.071 and shall include:

- 1 Attend Pre-Construction Meetings to advise contractor of Prevailing Wage responsibilities
- 2 Wage Coordinator has the authority to 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.

- 3 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.
- 4 Wage Coordinator shall verify the subcontractors performing work on the project site with regard to whether they have been approved by the contracting authority.
- 5 Wage Coordinator shall check to see that the prevailing wages are posted on the project site in a place accessible to employees.
- 6 Ascertain that the statement of compliance accompanying the certified payroll is the correct one for the project
- 7 Wage Coordinator has the right to request any addition information they feel is required for proper wage verification.
- 8 Contact Contractors of delinquent payrolls
- 9 Notify contractors when necessary to request payroll corrections
- 10 Investigate wage complaints ,by self or with Ohio Department of Commerce Division of Labor & Worker Safety

# PAYROLL DATES PREVAILING WAGE LAW

**Instructions to the Contractor:** Please read the following and provide the required information noted on this form. This document must be submitted to the Prevailing Wage Coordinator for the public authority on or before your company begins any work under a contract for a public improvement. This requirement is also applicable to your subcontractors. Please make a copy of this document available to them. The prevailing wage laws state that contractors are responsible for their subcontractors.

.....

\_\_\_\_\_ will begin performance under contract on the  
(Name of Contractor)

\_\_\_\_\_ project on \_\_\_\_\_  
(Name and Location of Project) (Start Date)

and will conclude work on said project on \_\_\_\_\_.  
(End Date, if known)

In accordance with Section 4115.071 (C) of the Ohio Revised Code, listing of payroll dates, I hereby submit the following schedule of dates that my company is required to pay wages to its workers while on this project.

**NOTE:** If the life of the project is expected to be over three (3) months in length, provide only the days of the week your pay period starts and ends, plus the day you pay your workers.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts: \_\_\_\_\_ Day Pay Period Ends: \_\_\_\_\_

Pay Day: \_\_\_\_\_

I acknowledge that I am required by section 4115.071 (C) of the Ohio Revised Code that I must submit a copy of my company's certified payroll records for this project to the Prevailing Wage Coordinator of the public authority within two weeks of the initial pay date listed above. I further acknowledge that I am responsible to collect and submit my subcontractor's prevailing wage documents, including their certified payroll records in accordance with the law.

\_\_\_\_\_  
(Contractor's Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Date)



**LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:**

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FEDERAL I.D.# \_\_\_\_\_

RE: \_\_\_\_\_

(Project Name)

(Project Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_ hereby authorizes

(Company Officer/Owner-Title)

\_\_\_\_\_ as the person to

complete and sign all certified payroll forms for the above project.

BY: \_\_\_\_\_

(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Sworn and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

## FRINGE BENEFITS

PLEASE COMPLETE THIS FORM AND RETURN IT TO THE ADDRESS BELOW.

\_\_\_\_\_ FRINGE BENEFITS ARE ALL PAID IN CASH TO THE EMPLOYEE.

\_\_\_\_\_ FRINGE BENEFITS ARE PAID IN CASH AND TO THE BENEFIT PROGRAMS LISTED BELOW.

\_\_\_\_\_ FRINGE BENEFITS ARE ALL PAID TO THE FOLLOWING BENEFIT PROGRAMS:

HEALTH & WELFARE PLAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PENSION PLAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

APPRENTICESHIP PROGRAM: \_\_\_\_\_

YOUR COMPANY IS: \_\_\_\_\_ UNION \_\_\_\_\_ NON-UNION

YOUR COMPANY PAYS ALL EMPLOYEES: \_\_\_\_\_ WEEKLY \_\_\_\_\_ BI-WEEKLY

FORWARD A BLANK FORM TO EACH SUBCONTRACTOR ON THE PROJECT FOR COMPLETION.  
RETURN ALL FORMS TO:

CITY OF CANTON  
218 CLEVELAND AVE SW  
CANTON, OHIO 44702  
ATTN: PREVAILING WAGE COORDINATOR

CONTRACTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

# PREVAILING WAGE NOTIFICATION to EMPLOYEE

4115.05 .....the contractor or subcontractor shall furnish each employee not covered by a collective bargaining agreement 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.

Project Name:	Job Number.
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name: City of Canton Attn: Cheryl Southwell	Name:
Street: 218 Cleveland Ave SW 6th Floor	Street:
City: Canton	City:
State/Zip: Ohio 44702	State/Zip:
Phone: 330-438-4183	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits:	Your hourly base rate:

Hourly fringe benefits paid on your behalf by this company:

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		<b>Total Hourly Fringes</b>	

Contractor's Signature:	Date:
Employee's Signature:	Date:

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

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

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tusling Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)

### Certified Payroll Heading:

**Employer name and address:** Company's full name and address... Indicate if the company is a subcontractor.

**Subcontractor:** Check and list the name of the General Contractor or Prime.

**Project:** Name and location of the project, including county.

**Contracting Public Authority:** Name and address of the contracting public authority... (Owner of the project).

**Week Ending:** Month, day, and year for last day of reporting period.

**Payroll #:** Indicates first, second, third, etc. payroll filed by the company for the project.

**Page indicator:** number of pages included in the report.

**Project Number:** Determined by the public authority... If there is no number leave blank.

### Payroll Information by column:

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

- (a) The number of hours worked in each day and the total number of hours worked each week.
  4. Hourly rate for each employee.
    - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
  6. Gross amount earned on all projects during the pay period.
  7. Total deductions from employee's wages.
  8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



# AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

## PREVAILING WAGES

I, \_\_\_\_\_,  
(Name of person signing the affidavit) (Title)

of the \_\_\_\_\_,  
(Company Name), do hereby certify that the

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

\_\_\_\_\_  
(Project name and location of the project)

during the following period from \_\_\_\_\_ to \_\_\_\_\_

in accordance with the prevailing wage prescribed by the contract document.

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

\_\_\_\_\_  
(Signature of officer or agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

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, before the owner will release the surety and/or  
make a final payment due under the terms of the Contract.

## Prevailing Wage Determination Cover Letter

**County:** STARK  
**Determination Date:** 07/02/2018  
**Expiration Date:** 10/02/2018

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



**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.







5 Journeymen to 1 Apprentice to 1 Helper

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

**Special Jurisdictional Note :**

**Details :**





9 Journeymen to 3 Apprentice  
13 Journeymen to 4 Apprentice

**Special Jurisdictional Note :**

**Details :**



7th 6 months	94.88	\$21.98	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$35.77	\$46.77
8th 6 months	94.88	\$21.98	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$35.77	\$46.77

**Special Calculation Note :** Other \$.40 is for International Masonry Training. 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 :**

Journeyman 4 to 1 Apprentice  
 Journeyman 6 to 1 Apprentice thereafter

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

ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, HARRISON, HOLMES, JEFFERSON, MAHONING, PORTAGE, STARK, TRUMBULL, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :** Townships in Columbiana County are as follows: Salem, Perry, Fairfield, Center Elkrun, Middletown and Unity

**Details :**

Mechanic's assistants shall do all the handling, of sand, cement, lime, tile, marble, terrazzo and other materials used by the mechanics upon being delivered to the building or at the job. Hand rubbing, rolling, mixing, formulating, grinding, grouting, and cleaning of all marble, tile, mosaic, and terrazzo floors, and wainscoting, and such other work as is required in helping a mechanic as is the established custom of the trade. No limit to the tools, equipment or machinery used.

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Bricklayer Local 8 Zone 2 Tile Setters & Finishers**

**Change # : LCN1-2018fbLoc6**

**Craft : Bricklayer Effective Date : 06/01/2018 Last Posted : 05/30/2018**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Setter	\$25.05		\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.26	\$50.79
Marble Mason	\$25.05		\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.26	\$50.79
Terrazzo worker	\$25.05		\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.26	\$50.79
Finisher Support	\$22.46		\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.67	\$46.90
APPRENTICE Finisher Support Only												
1st 30 days	\$13.48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.48	\$20.22
30 days-6 months	\$13.48		\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.48	\$27.22
2ND 6 months	\$15.72		\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$36.77
3RD 6 months	\$16.85		\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.04	\$38.47
4TH 6 months	\$17.97		\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.16	\$40.15
5TH 6 months	\$19.09		\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.28	\$41.83
6TH 6 months	\$20.21		\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.40	\$43.51
<b>Apprentice Percent</b>												
1st 30 Days	60.00	\$15.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.03	\$22.54
30 days- 6 months	60.00	\$15.03	\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.03	\$29.54
2nd 6 months	70.00	\$17.53	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.74	\$39.51
3rd 6 months	75.00	\$18.79	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$41.39
4th 6 months	80.00	\$20.04	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.25	\$43.27
5th 6 months	85.00	\$21.29	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.50	\$45.15
6th 6 months	90.00	\$22.55	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.76	\$47.03
7th 6 months	95.00	\$23.80	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.01	\$48.91

8th 6 months	95.00	\$23.80	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.01	\$48.91
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**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 :**

4 Journeymen to 1 Apprentice  
 6 Journeymen to 1 Apprentice (Thereafter)

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

BELMONT, CARROLL, HARRISON,  
 JEFFERSON, MONROE, STARK,  
 TUSCARAWAS

**Special Jurisdictional Note :**

**Details :**



**Special Jurisdictional Note :**

**Details :**







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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE District J

Change # : LCN01-2017fbLoc1090J

Craft : Carpenter Effective Date : 06/07/2017 Last Posted : 06/07/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Carpenter Millwright	\$25.76	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$42.87	\$55.75
Certified Welder	\$26.76	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$43.87	\$57.25
Lay-Out Man on Monorail	\$27.26	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$44.37	\$58.00

Apprentice	Percent											
1st 6 months	55.00	\$14.17	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$31.28	\$38.36
2nd 6 months	58.50	\$15.07	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$32.18	\$39.71
3rd 6 months	62.00	\$15.97	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$33.08	\$41.07
4th 6 months	65.50	\$16.87	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$33.98	\$42.42
5th 6 months	69.00	\$17.77	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$34.88	\$43.77
6th 6 months	72.50	\$18.68	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$35.79	\$45.12
7th 6 months	76.00	\$19.58	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$36.69	\$46.48
8th 6 months	80.00	\$20.61	\$6.45	\$8.50	\$0.45	\$0.00	\$1.66	\$0.05	\$0.00	\$0.00	\$37.72	\$48.02

**Special Calculation Note : Other \$0.05 is UBC Millwright Promotional Fund**

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 CARROLL, STARK, TUSCARAWAS, WAYNE

## Special Jurisdictional Note :

### Details :

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

The following classifications will be paid at the amount above Journeyman Rate:

Certified Welder \$1.00

Lay Out Man on Monorail \$1.25

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; dumb 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 *fringe 6.20*

	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



**Details :**







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

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

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



1 Installer to 1 Trainee or 1 Helper

**jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

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

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

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

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer NE District C

Change # : LCN01-2017fbLocNEdistCantonC

Craft : Carpenter Effective Date : 06/07/2017 Last Posted : 06/07/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Carpenter Floorlayer	\$25.98	\$6.45	\$8.77	\$0.47	\$0.00	\$0.41	\$0.00	\$0.00	\$0.00	\$42.08	\$55.07

Apprentice	Percent											
1st 3 Months	40.00	\$10.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.39	\$15.59
2nd 3 Months	45.00	\$11.69	\$6.45	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.61	\$24.46
2nd 6 Months is 1st year	50.00	\$12.99	\$6.45	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.91	\$26.40
3rd 6 Months	55.00	\$14.29	\$6.45	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.21	\$28.35
4th 6 Months is 2nd year	60.00	\$15.59	\$6.45	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.51	\$30.30
5th 6 Months	70.00	\$18.19	\$6.45	\$6.14	\$0.47	\$0.00	\$0.29	\$0.00	\$0.00	\$0.00	\$31.54	\$40.63
6th 6 Months is 3rd year	75.00	\$19.48	\$6.45	\$6.58	\$0.47	\$0.00	\$0.31	\$0.00	\$0.00	\$0.00	\$33.30	\$43.04
7th 6 Months	80.00	\$20.78	\$6.45	\$7.02	\$0.47	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$35.05	\$45.45
8th 6 Months is 4th year	85.00	\$22.08	\$6.45	\$7.45	\$0.47	\$0.00	\$0.35	\$0.00	\$0.00	\$0.00	\$36.80	\$47.84

Special Calculation Note :

Ratio :

Jurisdiction ( \* denotes special jurisdictional note ) :

3 Journeymen to 1 Apprentice

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

etails :





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.





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.







Finishers when applying colorshake shall be paid an additional \$2.00 per DAY.

Swing Scaffolds up to 50 feet shall be paid \$0.25 above the Journeymen rate.

Swing Scaffolds over 50 feet shall be paid \$0.35 above the Journeymen rate.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Inside

Change # : LCN01-2018fbLoc540in

Craft : Electrical Effective Date : 01/10/2018 Last Posted : 01/10/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$31.49		\$6.00	\$8.20	\$0.97	\$3.15	\$3.51	\$1.04	\$0.00	\$0.00	\$54.36	\$70.11
Apprentice	Percent											
1st 1000 hrs	40.00	\$12.60	\$6.00	\$0.00	\$0.47	\$0.00	\$0.00	\$0.38	\$0.00	\$0.00	\$19.45	\$25.74
2nd 1000 hrs	45.00	\$14.17	\$6.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.43	\$0.00	\$0.00	\$21.11	\$28.20
3rd 1500 hrs	50.00	\$15.75	\$6.00	\$1.64	\$0.57	\$1.26	\$0.70	\$0.51	\$0.00	\$0.00	\$26.42	\$34.30
4th 1500 hrs	60.00	\$18.89	\$6.00	\$3.28	\$0.65	\$1.51	\$1.40	\$0.61	\$0.00	\$0.00	\$32.34	\$41.79
5th 1500 hrs	70.00	\$22.04	\$6.00	\$4.92	\$0.73	\$1.76	\$2.11	\$0.71	\$0.00	\$0.00	\$38.27	\$49.29
6th 1500 hrs	80.00	\$25.19	\$6.00	\$6.56	\$0.80	\$2.02	\$2.81	\$0.82	\$0.00	\$0.00	\$44.20	\$56.80

**Special Calculation Note :** OTHER = (NEBF) National Electrical Benefit Fund. Vacation contribution is equal to 8% of the gross weekly wages.

**Ratio :**  
The first person assigned to any job site shall be a Journeyman Wireman. Ratio thereafter:

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
CARROLL\*, COLUMBIANA\*, HOLMES, MAHONING\*, STARK, TUSCARAWAS\*, WAYNE\*

- 1-3 Journeymen to 2 Apprentices
- 4 to 6 Journeymen up to 4 Apprentices
- 7 to 9 Journeymen up to 6 Apprentices

**Special Jurisdictional Note :** Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.  
Columbiana County: Knox Township only.  
Mahoning County: Smith Township only.  
Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.  
Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

**Details :**



Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.

Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

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 :**





- \* - Fire Alarm work on all new construction sites or wherever the fire alarm system is installed in conduit.
- \* - All HVAC control work.

# Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2018fbLoc7

Craft : Lineman Effective Date : 03/28/2018 Last Posted : 03/28/2018

Classification	BHR	Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate		
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)	
Electrical Lineman	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58	
Certified Lineman Welder	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58	
Certified Cable Splicer	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58	
Operator A	\$37.98	\$5.75	\$1.14	\$0.38	\$0.00	\$8.36	\$0.35	\$0.00	\$0.00	\$53.96	\$72.95	
Operator B	\$33.67	\$5.75	\$1.01	\$0.34	\$0.00	\$7.41	\$0.35	\$0.00	\$0.00	\$48.53	\$65.36	
Operator C	\$27.18	\$5.75	\$0.82	\$0.27	\$0.00	\$5.98	\$0.35	\$0.00	\$0.00	\$40.35	\$53.94	
Groundman 0-12 months Exp	\$21.16	\$5.75	\$0.63	\$0.21	\$0.00	\$4.66	\$0.35	\$0.00	\$0.00	\$32.76	\$43.34	
Groundman 0-12 months Exp w/CDL	\$23.28	\$5.75	\$0.70	\$0.23	\$0.00	\$5.12	\$0.35	\$0.00	\$0.00	\$35.43	\$47.07	
Groundman 1 yr or more	\$23.28	\$5.75	\$0.70	\$0.23	\$0.00	\$5.12	\$0.35	\$0.00	\$0.00	\$35.43	\$47.07	
Groundman 1 yr or more w/CDL	\$27.51	\$5.75	\$0.83	\$0.28	\$0.00	\$6.05	\$0.35	\$0.00	\$0.00	\$40.77	\$54.53	
Equipment Mechanic A	\$33.67	\$5.75	\$1.01	\$0.34	\$0.00	\$7.41	\$0.35	\$0.00	\$0.00	\$48.53	\$65.36	
Equipment Mechanic B	\$30.42	\$5.75	\$0.91	\$0.30	\$0.00	\$6.69	\$0.35	\$0.00	\$0.00	\$44.42	\$59.63	
Equipment Mechanic C	\$27.18	\$5.75	\$0.82	\$0.27	\$0.00	\$5.98	\$0.35	\$0.00	\$0.00	\$40.35	\$53.94	
X-Ray Technician	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58	
<b>Apprentice</b>	<b>Percent</b>											
	60.00	\$25.39	\$5.75	\$0.76	\$0.25	\$0.00	\$5.59	\$0.35	\$0.00	\$0.00	\$38.09	\$50.79

hrs												
2nd 1000 hrs	65.00	\$27.51	\$5.75	\$0.83	\$0.28	\$0.00	\$6.05	\$0.35	\$0.00	\$0.00	\$40.77	\$54.52
3rd 1000 hrs	70.00	\$29.62	\$5.75	\$0.89	\$0.30	\$0.00	\$6.52	\$0.35	\$0.00	\$0.00	\$43.43	\$58.25
4th 1000 hrs	75.00	\$31.74	\$5.75	\$0.95	\$0.32	\$0.00	\$6.98	\$0.35	\$0.00	\$0.00	\$46.09	\$61.96
5th 1000 hrs	80.00	\$33.86	\$5.75	\$1.02	\$0.34	\$0.00	\$7.45	\$0.35	\$0.00	\$0.00	\$48.77	\$65.69
6th 1000 hrs	85.00	\$35.97	\$5.75	\$1.08	\$0.36	\$0.00	\$7.91	\$0.35	\$0.00	\$0.00	\$51.42	\$69.41
7th 1000 hrs	90.00	\$38.09	\$5.75	\$1.14	\$0.38	\$0.00	\$8.38	\$0.35	\$0.00	\$0.00	\$54.09	\$73.13

**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 then 25 tons and less than 45 tons).

**Operator "B"**

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

**Operator "C"**

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

\*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$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 # : LCN01-2018fbLoc7

Craft : Lineman Effective Date : 03/28/2018 Last Posted : 03/28/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$40.12	\$5.75	\$1.20	\$0.40	\$0.00	\$8.83	\$0.35	\$0.00	\$0.00	\$56.65	\$76.71	
Substation Technician	\$40.12	\$5.75	\$1.20	\$0.40	\$0.00	\$8.83	\$0.35	\$0.00	\$0.00	\$56.65	\$76.71	
Cable Splicer	\$41.99	\$5.75	\$1.26	\$0.42	\$0.00	\$9.24	\$0.35	\$0.00	\$0.00	\$59.01	\$80.00	
Operator A	\$36.01	\$5.75	\$1.08	\$0.36	\$0.00	\$7.92	\$0.35	\$0.00	\$0.00	\$51.47	\$69.47	
Operator B	\$31.90	\$5.75	\$0.96	\$0.32	\$0.00	\$7.02	\$0.35	\$0.00	\$0.00	\$46.30	\$62.25	
Operator C	\$25.73	\$5.75	\$0.77	\$0.26	\$0.00	\$5.66	\$0.35	\$0.00	\$0.00	\$38.52	\$51.39	
Groundman 0-12 months Exp	\$20.06	\$5.75	\$0.60	\$0.20	\$0.00	\$4.41	\$0.35	\$0.00	\$0.00	\$31.37	\$41.40	
Groundman 0-12 months Exp w/CDL	\$22.07	\$5.75	\$0.66	\$0.22	\$0.00	\$4.86	\$0.35	\$0.00	\$0.00	\$33.91	\$44.95	
Groundman 1 yr or more	\$22.07	\$5.75	\$0.66	\$0.22	\$0.00	\$4.86	\$0.35	\$0.00	\$0.00	\$33.91	\$44.95	
Groundman 1 yr or more w/CDL	\$26.08	\$5.75	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.96	\$52.00	
Equipment Mechanic A	\$31.90	\$5.75	\$0.96	\$0.32	\$0.00	\$7.02	\$0.35	\$0.00	\$0.00	\$46.30	\$62.25	
Equipment Mechanic B	\$28.83	\$5.75	\$0.86	\$0.29	\$0.00	\$6.34	\$0.35	\$0.00	\$0.00	\$42.42	\$56.84	
Equipment Mechanic C	\$25.73	\$5.75	\$0.77	\$0.26	\$0.00	\$5.66	\$0.35	\$0.00	\$0.00	\$38.52	\$51.39	
Line Truck w/uuger	\$28.39	\$5.75	\$0.85	\$0.28	\$0.00	\$6.25	\$0.35	\$0.00	\$0.00	\$41.87	\$56.07	
<b>Apprentice</b>	<b>Percent</b>											
1st 1000 hrs	60.00	\$24.07	\$5.75	\$0.72	\$0.24	\$0.00	\$5.30	\$0.35	\$0.00	\$0.00	\$36.43	\$48.47
2nd 1000 hrs	65.00	\$26.08	\$5.75	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.96	\$52.00
3rd 1000 hrs	70.00	\$28.08	\$5.75	\$0.84	\$0.28	\$0.00	\$6.18	\$0.35	\$0.00	\$0.00	\$41.48	\$55.53
4th 1000 hrs	75.00	\$30.09	\$5.75	\$0.90	\$0.30	\$0.00	\$6.62	\$0.35	\$0.00	\$0.00	\$44.01	\$59.05
	80.00	\$32.10	\$5.75	\$0.96	\$0.32	\$0.00	\$7.06	\$0.35	\$0.00	\$0.00	\$46.54	\$62.58

hrs												
6th 1000 hrs	85.00	\$34.10	\$5.75	\$1.02	\$0.34	\$0.00	\$7.50	\$0.35	\$0.00	\$0.00	\$49.06	\$66.11
7th 1000 hrs	90.00	\$36.11	\$5.75	\$1.08	\$0.36	\$0.00	\$7.94	\$0.35	\$0.00	\$0.00	\$51.59	\$69.64

**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 Outside (North Central Ohio)

Change # : LCN01-2018fbLoc71CentralOhio

Craft : Lineman Effective Date : 03/21/2018 Last Posted : 03/21/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Lineman	\$37.36	\$5.75	\$1.12	\$0.37	\$0.00	\$6.72	\$0.06	\$0.00	\$0.00	\$51.38	\$70.06
Traffic Signal & Lighting Journeyman	\$35.93	\$5.75	\$1.08	\$0.36	\$0.00	\$6.47	\$0.06	\$0.00	\$0.00	\$49.65	\$67.61
Equipment Operator	\$32.84	\$5.75	\$0.99	\$0.33	\$0.00	\$5.91	\$0.06	\$0.00	\$0.00	\$45.88	\$62.30
Groundman 0-12 months (W/O CDL)	\$19.98	\$5.75	\$0.60	\$0.20	\$0.00	\$3.60	\$0.06	\$0.00	\$0.00	\$30.19	\$40.18
Groundman 0-12 months (W/CDL) plus	\$21.83	\$5.75	\$0.65	\$0.22	\$0.00	\$3.93	\$0.06	\$0.00	\$0.00	\$32.44	\$43.35
Groundsman greater than 1 Year (W/CDL)	\$23.65	\$5.75	\$0.71	\$0.24	\$0.00	\$4.26	\$0.06	\$0.00	\$0.00	\$34.67	\$46.50
Traffic Signal Apprentices											
1st 1,000 hours	\$21.56	\$5.75	\$0.65	\$0.22	\$0.00	\$3.88	\$0.06	\$0.00	\$0.00	\$32.12	\$42.90
2nd 1,000 hours	\$23.35	\$5.75	\$0.70	\$0.23	\$0.00	\$4.20	\$0.06	\$0.00	\$0.00	\$34.29	\$45.97
3rd 1,000 hours	\$25.15	\$5.75	\$0.75	\$0.25	\$0.00	\$4.53	\$0.06	\$0.00	\$0.00	\$36.49	\$49.07
4th 1,000 hours	\$26.95	\$5.75	\$0.81	\$0.27	\$0.00	\$4.85	\$0.06	\$0.00	\$0.00	\$38.69	\$52.17
5th 1,000 hours	\$28.74	\$5.75	\$0.86	\$0.29	\$0.00	\$5.17	\$0.06	\$0.00	\$0.00	\$40.87	\$55.24
6th 1,000 hours	\$32.34	\$5.75	\$0.97	\$0.32	\$0.00	\$5.82	\$0.06	\$0.00	\$0.00	\$45.26	\$61.43
<b>Apprentice Lineman</b>	<b>Percent</b>										
1st 1,000 Hours	60.00	\$22.42	\$5.75	\$0.67	\$0.22	\$4.04	\$0.06	\$0.00	\$0.00	\$33.16	\$44.36



2nd 1,000 Hours	65.00	\$24.28	\$5.75	\$0.73	\$0.24	\$0.00	\$4.37	\$0.06	\$0.00	\$0.00	\$35.43	\$47.58
3rd 1,000 Hours	70.00	\$26.15	\$5.75	\$0.78	\$0.26	\$0.00	\$4.71	\$0.06	\$0.00	\$0.00	\$37.71	\$50.79
4th 1,000 Hours	75.00	\$28.02	\$5.75	\$0.84	\$0.28	\$0.00	\$5.04	\$0.06	\$0.00	\$0.00	\$39.99	\$54.00
5th 1,000 Hours	80.00	\$29.89	\$5.75	\$0.90	\$0.30	\$0.00	\$5.38	\$0.06	\$0.00	\$0.00	\$42.28	\$57.22
6th 1,000 Hours	85.00	\$31.76	\$5.75	\$0.95	\$0.32	\$0.00	\$5.72	\$0.06	\$0.00	\$0.00	\$44.56	\$60.43
7th 1,000 Hours	90.00	\$33.62	\$5.75	\$1.01	\$0.34	\$0.00	\$6.05	\$0.06	\$0.00	\$0.00	\$46.83	\$63.65

**Special Calculation Note :** Other is Safety & Education Fund.

**Ratio :**

1 Journeyman to 1 Apprentice

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

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

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck.

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

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



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.



**Details :**

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





adjusted higher on a job-to job basis with the approval of the business manager and/or business agent.

**Special Jurisdictional Note :** The jurisdictional line between Local 17 and Local 550 is determined as follows: All territory North of Old Route 224 line to be within the jurisdiction of Local 17. All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

**Details :**





**Special Jurisdictional Note :** The jurisdictional line between Locals 17 and 550 is determined as follows: All territory North of Old Route 224 line is to be within the jurisdiction of Local 17.

All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

**Details :**



## 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, Gunitite Nozzle Person

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

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 1015 Building

Change # : LCN01-2018fbLoc1015

Craft : Laborer Effective Date : 05/01/2018 Last Posted : 04/11/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Laborer Group 1	\$27.02		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.02	\$51.53
Group 2	\$27.42		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.42	\$52.13
Group 3	\$27.77		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.77	\$52.66
Group 4	\$27.72		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.72	\$52.58
Group 5	\$20.06		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.06	\$41.09
<b>Apprentice</b>												
	<b>Percent</b>											
0-1000 hrs	60.00	\$16.21	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$27.21	\$35.32
1001-2000 hrs	70.00	\$18.91	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$29.91	\$39.37
2001-3000 hrs	80.00	\$21.62	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.62	\$43.42
3001-4000 hrs	90.00	\$24.32	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.32	\$47.48
More than 4000 hrs	100.00	\$27.02	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.02	\$51.53

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

**Ratio :**

1 Journeyman to 1 Apprentice  
4 Journeyman to 1 Apprentice

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

CARROLL, STARK, WAYNE

**Special Jurisdictional Note :**

**Details :**

Group 1  
Building & Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Finisher Tender, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors, Hazardous Waste (Level D)

Group 2

Bottom Man, Scaffold Builder, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blaster, Creosote Worker, Form Setter, Plasterer Tender, Hod Carrier Laser Beam Set-up Man, All confined space work, furnaces, pickel tubs, acid-pits, and Hazardous Waste Level (C)

Group 3

Mason Tender, Mortar Mixer, Stonemason Tender, skid-loader, Hazardous Waste Level (B)

Group 4

Gunnite Operator, Hazardous Waste Level (A)

Group 5

Watchman

# Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2017fbLoc18zone3

Craft : Operating Engineer Effective Date : 08/02/2017 Last Posted : 08/02/2017

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Operator Class 1	\$34.84		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.69	\$67.11
Class 2	\$34.72		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.57	\$66.93
Class 3	\$33.68		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.53	\$65.37
Class 4	\$32.50		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.35	\$63.60
Class 5	\$27.04		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.89	\$55.41
Class 6	\$35.09		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.94	\$67.49
Class 7	\$35.34		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.19	\$67.86
Class 8	\$35.84		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.69	\$68.61
Class 9	\$36.09		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.94	\$68.99
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$17.42	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.27	\$40.98
2nd Year	60.00	\$20.90	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.75	\$46.21
3rd Year	70.00	\$24.39	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.24	\$51.43
4th Year	80.00	\$27.87	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.72	\$56.66
<b>Field Mechanic Trainee</b>												
1st Year	49.83	\$17.36	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.21	\$40.89
2nd Year	59.80	\$20.83	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.68	\$46.10
3rd Year	69.75	\$24.30	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.15	\$51.30
4th Year	79.75	\$27.78	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.63	\$56.53

**Special Calculation Note :** Other: Education & Safety \$0.09

**Ratio :**

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

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

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

**Special Jurisdictional Note :**

**Details :**

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

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Hydraulic Gantry (lift system); Laser Finishing Machines; 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; Prentice Loader; Rail Tamper (with automatic



lifting and aligning device); Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Pavers; Push Cats; Vermeer Type Concrete Saw; All rotomills, grinders & planers of all types. Articulating/end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

# Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2017fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 08/02/2017 Last Posted : 08/02/2017

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Operator Class 1	\$34.84		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.69	\$67.11
Class 2	\$34.72		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.57	\$66.93
Class 3	\$33.68		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.53	\$65.37
Class 4	\$32.50		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.35	\$63.60
Class 5	\$27.04		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.89	\$55.41
Class 6	\$35.09		\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.94	\$67.49
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$17.42	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.27	\$40.98
2nd Year	60.00	\$20.90	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.75	\$46.21
3rd Year	70.00	\$24.39	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.24	\$51.43
4th Year	80.00	\$27.87	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.72	\$56.66
<b>Field Mech Trainee Class 2</b>												
1st year	49.82	\$17.36	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$32.21	\$40.89
2nd year	59.78	\$20.83	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$35.68	\$46.09
3rd year	69.75	\$24.30	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$39.15	\$51.30
4th year	79.73	\$27.78	\$8.01	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.63	\$56.52

**Special Calculation Note :** Other: Education & Safety Fund is \$0.09 per hour.

**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 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

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

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

**Special Jurisdictional Note :**

**Details :**

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

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig: Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants ( over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Drills; Draglines, Dredgers (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, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (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); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound

capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

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

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

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

Class 6 - Master Mechanic



Commercial and industrial work, performed outside the regular work day, the rate of pay shall be \$2.00 per hour above the applicable wage scale. This rate of pay is only applicable for eight – (8) hours. Additional hours shall be paid at the rate of time and one – half.



**Special Jurisdictional Note :**

**Details :**

Commercial and industrial work, performed outside the regular work day, the rate of pay shall be \$2.00 per hour above the applicable wage scale. This rate of pay is only applicable for eight – (8) hours. Additional hours shall be paid at the rate of time and one – half.





8th 6 Months	90.00	\$19.86	\$6.16	\$6.37	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.74	\$42.67

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

**Ratio :**  
3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
CARROLL, COSHOCTON, HOLMES, STARK,  
TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

Commercial and industrial work, performed outside the regular work day, the rate of pay shall be \$2.00 per hour above the applicable wage scale. This rate of pay is only applicable for eight – (8) hours. Additional hours shall be paid at the rate of time and one – half.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 603

Change # : LCN01-2012fbLoc603Com.

Craft : Drywall Finisher Effective Date : 06/06/2012 Last Posted : 06/06/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Drywall Finisher	\$20.10		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.10	\$41.15
Drywall Taping	\$20.10		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.10	\$41.15
Taping and Finishing with Automatic Tools	\$20.45		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.45	\$41.67
Apprentice	Percent											
1st 6 months	40.00	\$8.04	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$19.04	\$23.06
2nd 6 months	50.00	\$10.05	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$21.05	\$26.08
3rd 6 months	60.00	\$12.06	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$23.06	\$29.09
4rd 6 months	70.00	\$14.07	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$25.07	\$32.11
5th 6 months	80.00	\$16.08	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$27.08	\$35.12
6th 6 months	90.00	\$18.09	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$29.09	\$38.14

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

**Ratio :**

1 Journeymen to 1 Apprentice

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

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.

When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.

Drywall Finisher: both wipe down man and finisher, when using Journeyman's own stilts or automatic tools add .80 per hour worked to the classification above. Drywall Finishers: both wipe down man and taper/finisher, swing stage, ladder jack, or window jack add \$.30 per hour worked to the above classification.



**Details :**

Journeyman and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.

When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.

Drywall Finisher: both wipe down man and finisher (\$20.95) when using Journeyman's own stilts or automatic tools (\$21.45). Drywall Finisher w/Machines both wipe down man and finisher (\$21.30) when using Journeyman's own stilts or automatic tools (\$21.80) Apprentice pay based on percentage of above appropriate classification.



**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.





1 Journeymen to 1 Apprentice

CARROLL, COSHOCTON, HOLMES, STARK,  
TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.

When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.

Drywall Finisher: both wipe down man and finisher (\$20.95) when using Journeyman's own stilts or automatic tools (\$21.45). Drywall Finisher w/Machines both wipe down man and finisher (\$21.30) when using Journeyman's own stilts or automatic tools (\$21.80) Apprentice pay based on percentage of above appropriate classification.



4000 hrs 50% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
5000 hrs 70% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
6000 hrs 85% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37  
7000 hrs 90% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37

**Ratio :**

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

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

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

Craft : Painter Effective Date : 08/03/2016 Last Posted : 08/03/2016

	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	\$21.25	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$23.29	\$33.92
Painter Sign Journeyman Tech/Team Leader Class B	\$21.25	\$1.33	\$0.14	\$0.00	\$0.41	\$0.00	\$0.57	\$0.00	\$0.00	\$23.70	\$34.32
Painter Sign Journeyman Tech/Team Leader Class C	\$21.25	\$1.33	\$0.14	\$0.00	\$0.82	\$0.00	\$0.57	\$0.00	\$0.00	\$24.11	\$34.74
Painter Sign Journeyman Tech/Team Leader Class D	\$21.25	\$1.33	\$0.14	\$0.00	\$1.23	\$0.00	\$0.57	\$0.00	\$0.00	\$24.52	\$35.14
Sign Journeyman Class A	\$20.98	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$23.01	\$33.50
Sign Journeyman Class B	\$20.98	\$1.33	\$0.14	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$23.41	\$33.90
Sign Journeyman Class C	\$20.98	\$1.33	\$0.14	\$0.00	\$0.81	\$0.00	\$0.56	\$0.00	\$0.00	\$23.82	\$34.31
Sign Journeyman Class D	\$20.98	\$1.33	\$0.14	\$0.00	\$1.21	\$0.00	\$0.56	\$0.00	\$0.00	\$24.22	\$34.71
Tech Sign Fabrication/Erector Class A	\$15.90	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.43	\$0.00	\$0.00	\$17.80	\$25.75
Tech Sign Fabrication/Erector Class B	\$15.90	\$1.33	\$0.14	\$0.00	\$0.31	\$0.00	\$0.43	\$0.00	\$0.00	\$18.11	\$26.06
Tech Sign Fabrication/Erector Class C	\$15.90	\$1.33	\$0.14	\$0.00	\$0.61	\$0.00	\$0.43	\$0.00	\$0.00	\$18.41	\$26.36
Tech Sign Fabrication/Erector	\$15.90	\$1.33	\$0.14	\$0.00	\$0.92	\$0.00	\$0.43	\$0.00	\$0.00	\$18.72	\$26.67



# Prevailing Wage Rate Skilled Crafts

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

Change # : CN01-2006Loc639Cleve

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Sign	\$20.20		\$3.13	\$3.25	\$0.20	\$1.96	\$0.00	\$0.00			\$28.74	\$38.84
Apprentice	Percent											
1000 hrs	40.00	\$8.08	\$3.13	\$3.25	\$0.20	\$1.07	\$0.00	\$0.00			\$15.73	\$19.77
2000 hrs	50.00	\$10.10	\$3.13	\$3.25	\$0.20	\$1.22	\$0.00	\$0.00			\$17.90	\$22.95
3000 hrs	60.00	\$12.12	\$3.13	\$3.25	\$0.20	\$1.37	\$0.00	\$0.00			\$20.07	\$26.13
4000 hrs	70.00	\$14.14	\$3.13	\$3.25	\$0.20	\$1.51	\$0.00	\$0.00			\$22.23	\$29.30
5000 hrs	75.00	\$15.15	\$3.13	\$3.25	\$0.20	\$1.59	\$0.00	\$0.00			\$23.32	\$30.89
6000 hrs	80.00	\$16.16	\$3.13	\$3.25	\$0.20	\$1.66	\$0.00	\$0.00			\$24.40	\$32.48
7000 hrs	85.00	\$17.17	\$3.13	\$3.25	\$0.20	\$1.74	\$0.00	\$0.00			\$25.49	\$34.07
8000 hrs	90.00	\$18.18	\$3.13	\$3.25	\$0.20	\$1.81	\$0.00	\$0.00			\$26.57	\$35.66

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

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 ALLEN, ASHLAND, ASHTABULA, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, GUERNSEY, HANCOCK, HARDIN, HARRISON, HENRY, HOLMES, HURON, JEFFERSON, KNOX, LAKE, LOGAN, LORAIN, LUCAS, MAHONING, MARION, MEDINA,

MERCER, MONROE, MORROW, NOBLE,  
OTTAWA, PAULDING, PIKE, PORTAGE,  
PUTNAM, RICHLAND, SANDUSKY, SENECA,  
SHELBY, STARK, SUMMIT, TRUMBULL,  
TUSCARAWAS, VAN WERT, WASHINGTON,  
WAYNE, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**





# Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

Change # : LCN01-2017fbLoc94

Craft : Plumber/Pipefitter Effective Date : 07/26/2017 Last Posted : 07/26/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Plumber Pipefitter	\$35.23	\$7.23	\$5.24	\$0.72	\$0.00	\$4.80	\$0.17	\$0.00	\$0.00	\$53.39	\$71.00
Apprentice Hired Before 05-01-2017											
1st 6 Months	\$14.09	\$7.23	\$0.00	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$23.97	\$31.01
2nd 6 Months	\$15.85	\$7.23	\$0.00	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$25.73	\$33.66
3rd 6 months	\$17.62	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$28.00	\$36.81
4th 6 Months	\$19.38	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$29.76	\$39.45
5th 6 Months	\$21.14	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$31.52	\$42.09
6th 6 months	\$22.90	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$33.28	\$44.73
7th 6 Months	\$26.42	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$36.80	\$50.01
8th 6 Months	\$28.18	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$38.56	\$52.65
9th 6 Months	\$29.95	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$40.33	\$55.31
10th 6 Months	\$31.71	\$7.23	\$0.50	\$0.72	\$0.00	\$1.76	\$0.17	\$0.00	\$0.00	\$42.09	\$57.95
Apprentice If Hired After 5-01-2017	Percent										
1st Year	40.00	\$14.09	\$7.23	\$0.24	\$0.72	\$0.00	\$2.40	\$0.17	\$0.00	\$24.85	\$31.90
2nd Year	50.00	\$17.61	\$7.23	\$0.74	\$0.72	\$0.00	\$2.40	\$0.17	\$0.00	\$28.87	\$37.68
3rd Year	60.00	\$21.14	\$7.23	\$0.74	\$0.72	\$0.00	\$2.40	\$0.17	\$0.00	\$32.40	\$42.97
4th Year	70.00	\$24.66	\$7.23	\$1.30	\$0.72	\$0.00	\$3.60	\$0.17	\$0.00	\$37.68	\$50.01
5th Year	80.00	\$28.18	\$7.23	\$1.31	\$0.72	\$0.00	\$3.60	\$0.17	\$0.00	\$41.21	\$55.31

**Special Calculation Note :** Other is \$0.07 for Industry and \$0.10 is for International Training Fund.

**Ratio :**  
 1 Journeymen to 2 Apprentice  
 4 Journeymen to 3 Apprentice  
 6 Journeymen to 4 Apprentice  
 9 Journeymen to 5 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 CARROLL\*, STARK, WAYNE

3 Journeyman to 1 Apprentice Thereafter

**Special Jurisdictional Note :** In Carroll County the following townships are included: Ross, Monroe, Union, Lee, Orange, Perry and London.

ils :

# Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Change # : LCN01-2017fbLoc88

Craft : Roofer Effective Date : 07/26/2017 Last Posted : 07/27/2017

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Roofer	\$25.30	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$42.16	\$54.81
<b>HELPERS</b>											
1st year Helper - 500 1st 6 months	\$12.00	\$2.25	\$0.00	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$14.90	\$20.90
1st year Helper - 500 w/12 months	\$12.65	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$29.51	\$35.84
2nd year Helper - w/12 months	\$14.17	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$31.03	\$38.11
3rd year Helper - w/12 months	\$15.69	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$32.55	\$40.39
4th year Helper - w/12 months	\$17.20	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$34.06	\$42.66
5th year Helper - w/12 months	\$18.72	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$35.58	\$44.94
6th year Helper	\$20.24	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$37.10	\$47.22
<b>Apprentice</b>	<b>Percent</b>										
1st 6 months w/500 hrs	50.00	\$12.65	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$29.51	\$35.84
2nd 6 months w/500 hrs	56.00	\$14.17	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$31.03	\$38.11
3rd 6 months w/500 hrs	62.00	\$15.69	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$32.55	\$40.39
4th 6 months w/500 hrs	68.00	\$17.20	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$34.06	\$42.67
5th 6 months w/500 hrs	74.00	\$18.72	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$35.58	\$44.94
6th 6 months w/500 hrs	80.00	\$20.24	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$37.10	\$47.22
7th 6 months w/500 hrs	86.00	\$21.76	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$38.62	\$49.50
8th 6 months w/500 hrs	92.00	\$23.28	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$40.14	\$51.77

**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 \$0.12 is for C.I.D.B.

**Ratio :**

No helper shall be used on any one job unless 1 Journeymen, and 1 Apprentices are working on said job .One

(1) Journeymen 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 :**



**Details :**

Scope of Work: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct-lining; (c) testing, servicing, and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Worker's International Association.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron) Decking

Change # : CN01-2009Loc33(Akron)Deck

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker Decking & Siding	\$20.06		\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$34.08	\$44.11
<b>Decking &amp; Siding Specialty Trainees</b>	<b>Percent</b>											
1st 30 days	64.25	\$12.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$12.89	\$19.33
2nd thru 6th months	64.25	\$12.89	\$6.31	\$6.35	\$0.00	\$0.00	\$0.00	\$0.00			\$25.55	\$31.99
7th thru 12th months	64.28	\$12.89	\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$26.91	\$33.36
2nd year	78.56	\$15.76	\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$29.78	\$37.66

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

Ratio :

Jurisdiction ( \* denotes special jurisdictional note ) :

3 Journeymen To 1 Apprentice

ASHLAND, CARROLL, COSHOCTON,  
CRAWFORD, HOLMES, MEDINA, PORTAGE,  
RICHLAND, STARK, SUMMIT, TUSCARAWAS,  
WAYNE

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN02-2018fbLoc669

Craft : Sprinkler Fitter Effective Date : 04/04/2018 Last Posted : 04/04/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sprinkler Fitter	\$37.78		\$9.67	\$6.40	\$0.52	\$0.00	\$5.12	\$0.00	\$0.00	\$0.00	\$59.49	\$78.38
Indentured Between April 1, 2010- March 31, 2013												
45%	\$17.00		\$7.75	\$0.00	\$0.52	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$25.96	\$34.46
50%	\$18.89		\$7.75	\$0.00	\$0.52	\$0.00	\$0.74	\$0.00	\$0.00	\$0.00	\$27.90	\$37.35
55%	\$20.78		\$9.67	\$6.40	\$0.52	\$0.00	\$0.53	\$0.00	\$0.00	\$0.00	\$37.90	\$48.29
60%	\$22.67		\$9.67	\$6.40	\$0.52	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$39.84	\$51.18
65%	\$24.56		\$9.67	\$6.40	\$0.52	\$0.00	\$1.13	\$0.00	\$0.00	\$0.00	\$42.28	\$54.56
70%	\$26.45		\$9.67	\$6.40	\$0.52	\$0.00	\$1.18	\$0.00	\$0.00	\$0.00	\$44.22	\$57.45
75%	\$28.34		\$9.67	\$6.40	\$0.52	\$0.00	\$1.23	\$0.00	\$0.00	\$0.00	\$46.16	\$60.33
80%	\$30.22		\$9.67	\$6.40	\$0.52	\$0.00	\$1.28	\$0.00	\$0.00	\$0.00	\$48.09	\$63.20
85%	\$32.11		\$9.67	\$6.40	\$0.52	\$0.00	\$1.32	\$0.00	\$0.00	\$0.00	\$50.02	\$66.07
90%	\$34.00		\$9.67	\$6.40	\$0.52	\$0.00	\$1.37	\$0.00	\$0.00	\$0.00	\$51.96	\$68.96
Apprentice Indentured after April 1, 2013	Percent											
CLASS 1	45.00	\$17.00	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.27	\$33.77
CLASS 2	50.00	\$18.89	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.16	\$36.61
CLASS 3	55.00	\$20.78	\$9.67	\$6.40	\$0.52	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$38.02	\$48.41
CLASS 4	60.00	\$22.67	\$9.67	\$6.40	\$0.52	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$39.91	\$51.24
CLASS 5	65.00	\$24.56	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$42.05	\$54.33
CLASS 6	70.00	\$26.45	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$43.94	\$57.16
CLASS 7	75.00	\$28.33	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$45.83	\$59.99
CLASS 8	80.00	\$30.22	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$47.71	\$62.83
CLASS 9	85.00	\$32.11	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$49.60	\$65.66
CLASS 10	90.00	\$34.00	\$9.67	\$6.40	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$51.49	\$68.49

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



jurisdiction ( denotes special jurisdictional  
note ) :

ADAMS, ALLEN, ASHLAND, ASHTABULA,  
ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
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, 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 :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.



3 Journeymen to 1 Apprentice  
per company/project

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

**Special Jurisdictional Note :**

**Details :**

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



3 Journeymen to 1 Apprentice  
per company/project

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

**Special Jurisdictional Note :**

**Details :**

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