



The City of Canton

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**Invitation to Bid**

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

GP 1304 - 2019 Road Stabilization

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**Item/Project**

Engineering

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**Responsible Department**

2:00:00 PM, 5/22/2019

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**Bids Due**

**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**



## Table of Contents and Bidder's Checklist

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Cover/Title Sheet

Table of Contents and Bidder's Checklist

Legal Notice

Instructions to Bidders: **Bidder's Checklist: The completed Bid Form shall be accompanied by the following completed documents:**

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- \_\_\_\_\_ **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**
- \_\_\_\_\_ **Contractor's Qualification Statement (See Paragraph I.4, below.)**
- \_\_\_\_\_ **Contractor's List of Subcontracted Work Categories (See Paragraph I.5, below.)**
- \_\_\_\_\_ **A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price, and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal. (See Section W, below.)**
- \_\_\_\_\_ **If this project is funded in whole or part by the Ohio Public Works Commission, then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts (See Section Y, below.)**

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### **Legal Notice**

Sealed bids will be received by the City of Canton (the "City"), as provided in this notice for the GP 1304 - 2019 Road Stabilization Project (the "Project"), Ordinance . Contract documents, which include additional details of the Project, are on file and available from the City of Canton's web site (<https://cantonohio.gov/purchasing/>).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "GP 1304 - 2019 Road Stabilization PROJECT BID." Bids will be received until 2:00:00 PM, local time, 5/22/2019.

Questions regarding plans and specifications should be addressed in writing to Purchasing Department, at [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov).

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. All bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. After submission and opening, no bidder may withdraw its bid within 60 days after the opening; the City reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

Published in The Repository on May 7, 2019 and May 14, 2019



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## INSTRUCTIONS TO BIDDERS

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### **A. BIDDER'S PLEDGE AND AGREEMENT**

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Engineer, (b) it will use its best efforts to cooperate with the Owner and the Engineer and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Engineer, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

### **B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA**

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:
  - a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or
  - b. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.



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For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

- Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

### C. OWNER & ENGINEER

- The Owner is:

The City of Canton  
218 Cleveland Avenue SW  
Canton, OH 44702  
Telephone: 330.489.3245  
Fax: 330.489.3499

The Owner's Representative is:

**Rob Sobnosky**

- The Design Engineer for the Project is:

NA  
NA  
NA, NA NA

### D. PROJECT

- The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **GP 1304 - 2019 Road Stabilization Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.
- The Mayor **has not** determined that a Project Labor Agreement ("PLA") will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters. Any such PLA shall be negotiated by the Mayor of the Owner with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor. The successful Bidder shall comply with and adhere to all of the provisions of any PLA for the Project.
- A pre-bid conference will be held at **NA on NA at NA**.

### E. WORK

- This Project includes **Paving, Base Stabilization, Storm Sewer**, and the like as set forth in the Contract Documents.
- Alternate No. 1 for this Project is **NA**.
- Alternate No. 2 for this Project is **NA**.



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4. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
5. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
6. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact **Rob Sobnosky**, The City of Canton, at [robert.sobnosky@cantonohio.gov](mailto:robert.sobnosky@cantonohio.gov) or **330-438-6931** if they have any interest in accessing the Project site, independent of any pre-bid meeting.

### F. ESTIMATE OF COST

1. The total estimated construction cost for the Base Bid Work for the Project for which bids are being solicited at this time is **\$653,304.26**.

The estimated cost for Alternate 1 - **NA** is: **\$ 0.00**.

The estimated cost for Alternate 2 - **NA** is: **\$ 0.00**.

### G. CONTRACT DOCUMENTS

The Contract Documents consist of the documents listed in Section 1 of the Owner-Contractor Agreement.

Bidders may view and download copies of the Contract Documents from The City of Canton Purchasing web site at <https://cantonohio.gov/purchasing/>, which is the only authorized source of the Contract Documents. The City of Canton's sourcing tool, Vendor Registry, will maintain the Bidder's list and will provide notice and copies of Addenda as issued. It is the responsibility of any person or organization interested in a hard copy of the Contract Documents to pay all costs associated with printing.

Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Owner, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

### H. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid



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amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.

4. Each Bidder shall submit **an original and one copy** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

The City of Canton  
ATTN: **Purchasing/Bids**  
218 Cleveland Avenue SW  
Canton, OH 44702

**Bids must be received at the designated location for the bid opening before 2:00:00 PM, local time, on 5/22/2019.**

6. **The completed Bid Form shall be accompanied by the following completed documents:**
  - a. **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**
  - b. **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**
  - c. **Contractor's Qualification Statement (See Paragraph I.4, below.)**
  - d. **Contractor's List of Subcontracted Work Categories (See Paragraph I.5, below.)**
  - e. **A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price, and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal. (See Section W, below.)**
  - f. **The Project Labor Agreement (PLA) Letter of Assent (See Appendix A).**
  - g. **If this project is funded in whole or part by the Ohio Public Works Commission, then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts (See Section Y, below.)**
7. The Bidder shall take the following precautions in preparing its bid:
  - a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph H.6 above) have been included in a sealed opaque envelope addressed as described in Paragraph H.5 above.



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- b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents as described in Paragraph M.1 below.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
  - 1) The Bidder
  - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

### 8. Bonds and Guarantees

- a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA or EJCDC Bid Bond forms are not acceptable.**
- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the



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Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.

### 9. Permits

- a. Owner has obtained, or will obtain the following permits for the Project, as applicable:

**NA**

- b. Contractor shall secure and pay for all other permits necessary to complete the Project. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## I. METHOD OF AWARD

- 1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, pursuant to the Codified Ordinances of Canton Chapters 105, 182, and 507, the Owner will award the Contract for the Work to the bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best include the factors set forth below, including the Additional Criteria. Depending upon the type of work, the Owner, in its discretion, may also consider other essential factors, as the Owner may determine and as are included in the Specifications. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate. The Owner, in its discretion, reserves the right to request additional





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information and documentation relating to these criteria from Bidders after the bid opening.

- a. Work to be subcontracted. The Bidder must identify all work to be subcontracted. See paragraph I.5 below. All subcontractors are subject to the approval of the Owner based on the criteria set forth in this Section I.
- b. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability and capacity to perform a substantial portion of the project with its own forces and its ability to work with the Owner and Engineer as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Engineer as a willing, cooperative, and successful team member.

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

- c. The Bidder's prior history regarding timeliness of performance, quality of work, the Bidder's history of filing claims and having claims filed against it, extension requests, fines and penalties imposed and payments thereof, and contract defaults, with explanations.
- d. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Ohio Prevailing Wage laws, Davis Bacon, and Ohio ethics laws.
- e. The Bidder's prior experience with similar work on comparable or more complex projects.



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- f. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
  - g. The Bidder's 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.
  - h. A public entities' determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the public entity, and the Bidder's explanation thereof.
  - i. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
  - j. Financial responsibility demonstrated by the Bidder and whether Bidder possesses 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.
  - k. 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 on this Project is within the field of such licensed profession.
  - l. The Bidder's equipment and facilities.
  - m. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.
  - n. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.
  - o. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
  - p. The Owner's prior experience with the Bidder's surety.
  - q. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
  - r. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.
  - s. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. Qualifications Statement. Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within three (3) business days of the date on the request.





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5. List of Subcontracted Work Categories. Each Bidder will submit with its bid a completed list of Subcontracted Work Categories, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested information within three (3) business days of the date on the request.
6. Additional Criteria for Determining Lowest and Best Bid. Pursuant to the Codified Ordinances of the City of Canton, Chapter 105, the Owner, in its discretion, may consider any or all of the Additional Criteria below in determining which bid is lowest and best.
  - a. Any 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 a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
  - b. Any violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin, and/or violation of any employee's civil or labor rights or equal employment opportunities.
  - c. Any litigation 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. Bidders shall provide copies of pleadings.
  - d. 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 labor practices within the past five years.
  - e. Violations of the workers compensation law.
  - f. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.
  - g. 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.
  - h. Documentation that the Bidder provides health insurance and pension benefits to its employees.
  - i. 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.
  - j. Whether the Bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
  - k. Whether the Bidder's employees are OSHA-10 and/or OSHA-30 certified.
  - l. The Bidder's commitment to comply with the Owner's Contract Compliance Program regarding equal employment opportunity. Each Bidder shall file contract employment reports with the Owner's contracting agency or as may be directed by the Owner or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs, and statistics of the Bidder and shall be in such form as the Owner may prescribe.



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- m. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- 7. The failure to submit information that Owner has the right to receive under these Instructions to Bidders on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
- 8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
- 9. After bid opening, within three (3) business days of a request made by the Owner, the apparent low Bidder and any other Bidder so requested by the Owner must submit the following:

For all subcontracts with an estimated value of at least \$50,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:

- i. Project Owner
- ii. Project Name
- iii. Subcontract Scope
- iv. Subcontract Value
- v. Owner's contact name and phone number.

If Bidder and a proposed Subcontractor have not worked together on at least three projects in the past five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.

The above Subcontractor information, as well as the criteria set forth in Paragraph I.3 herein, as it pertains to each Subcontractor may be used in the Owner's determination of the lowest and best bid.

Once a Bidder identifies its proposed Subcontractors as set forth in this Paragraph I.9, the list shall not be changed unless written approval or direction for the change is made by Owner.

### 10. Additional Post-Bid Submittals

- a) Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.



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11. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
12. Award of Contract. The award of the Contract will only be made pursuant to approval of the City's Board of Control.

### J. EXECUTION OF CONTRACT

1. Within the time designated by the Owner after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

### K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus may be specified. Should this be the case, each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner of use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Owner a minimum of seven (7) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Contract Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Owner's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
- b. Requests submitted without adequate documentation;
- c. Requests received after the specified cut-off date;
- d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.



## The City of Canton

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4. When the Owner approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work or other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
6. If an addendum is issued approving a substitution for a specified Standard, any Bidder proposed to use said substitution must indicate so with its Bid, using the form provided.
7. Following the award of the Contract, there shall be no substitution for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.
8. The Owner reserves the right to value engineer any item within the specifications if it is deemed to be in the best interest of the Owner.

### **L. ALTERNATES**

1. The Owner may request bids on alternates. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
2. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

### **M. UNIT PRICES**

1. Where unit prices are requested in the Bid Form the Bidder should quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Owner determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.



## The City of Canton

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### N. ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. This is **Wednesday, May 15, 2019 at 2:00 PM**. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. All Addenda will be issued, except as hereafter provided, via the current City bid tool at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be posted via the Owner's current bid tool and it is the responsibility of the bidder or any other interested party to check the bid tool for any updates or addenda. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should check the Owner's bid tool prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
  - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

### O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner at [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov). Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only and will be made available by the City's web tool. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.



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3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

### P. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

### Q. DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES

1. Dates for Substantial Completion. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner-Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only by Change Order. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

- a. Date for Overall Project Substantial Completion. The successful Bidder shall have all of its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date as applicable to the Bidder's scope of work.

Date for Substantial Completion (aka Contract Time) expressed as calendar days from Notice to Proceed:

**55 calendar days**

2. Liquidated Damages.

- a. Overall Project Substantial Completion. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion or Finally Complete within thirty (30) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages for Overall Project Substantial Completion are set forth in the tables included in the Owner-Contractor Agreement. The total amount of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete or to the extent that its Work is not Finally Complete more than thirty (30) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables.

3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially





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Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

### **R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES**

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

### **S. MODIFICATION/WITHDRAWAL OF BIDS**

1. Modification. A Bidder may modify its bid by written communication to the Owner at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
  - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
    - (1) the price bid was substantially lower than the other bids;
    - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
    - (3) the bid was submitted in good faith; and
    - (4) the Bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.
  - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
  - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to



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prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

### T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
  - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
  - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

### U. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

### V. PREVAILING WAGES

1. The Project is a "Construction" project as defined in Section 4115.03 of the Ohio Revised Code. If the Project is defined as such as "Construction" project, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

### W. DBE PARTICIPATION GOALS

1. Owner has established the following Disadvantaged Business Enterprise ("DBE") participation goal for the Project as a percentage of the Contract Price:

**10%**

2. Any Minority Business Enterprise ("MBE") or Woman-Owned Business Enterprise ("WBE") proposed to count towards the DBE participation goal must first be certified at bid time as an MBE or WBE under the Ohio Department of Administrative Services MBE Cross Certification Program (which includes MBEs and WBEs certified by the City of Canton), or certified as a DBE under Ohio's Unified Certification Program administered by the Ohio Department of Transportation.





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3. Documentation of DBE Participation. Each Bidder must submit with its bid a list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price.
4. Certification of Good Faith Efforts. If a Bidder has not met the DBE participation goal, it must attach to its bid, a narrative (which may include exhibits) demonstrating the good faith efforts made by the Bidder to secure DBE participation in the Project. Good faith efforts include:
  - Conducting outreach and recruiting activities;
  - Informing DBEs of the opportunity to participate in the Project at least 30 calendar days before the bid closes;
  - Considering subcontracting with a consortium of DBEs; and
  - Using the services and assistance of the Small Business Administration and Minority Development Agency of the U.S. Department of Commerce.

Owner, in its sole discretion, will be the sole evaluator of whether any particular Bidders' efforts sufficiently demonstrate good faith efforts for securing DBE participation.

5. Challenges to Owner's Discretion. If any Bidder directly challenges, or indirectly challenges through contribution of money or other resources to a third party, Owner's discretion in determining any Bidder's compliance with the DBE goal stated in these Instructions to Bidders, or good faith efforts pertaining to same, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such challenge, should there be an adjudication by a court of competent jurisdiction that the Owner did not abuse its discretion in making its determination.
6. Failure to Comply. If a Bidder is awarded a contract for the Project, and later fails to fulfill its stated DBE participation goals, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such failure. That Bidder also agrees to cooperate with all reasonable requests to determine actual DBE participation, including but not limited to certifying actual participation and providing documentation in support of same.

## **X. OTHER LOCAL ORDINANCE REQUIREMENTS**

1. Each Bidder, by the act of submitting its bid agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances of the City of Canton 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 Agreement. Bidder agrees with the Owner regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code. Municipal income tax withholding provisions of Section 718.011(B)(1) and 718.011(D) of the Ohio Revised Code shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property. Each Bidder 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. Each Bidder, by the act of submitting its bid agrees that all steel necessary in the construction of the Work performed under the Agreement 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.



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3. Each Bidder, by the act of submitting its bid agrees that all materials used in the construction covered by the Agreement shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
4. 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 fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 115-2018. Passed 5-14-18.)
5. Each Bidder, by the act of submitting its bid agrees as follows during the performance of the Agreement:
  - a. 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.
  - b. 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.



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- c. 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 Owner; and it shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall submit in writing to the Owner its affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the Contractor its affirmative action plan. The responsibility for securing these affirmative action plans falls upon the Contractor and shall be on file at the office of the Contractor. The Contractor shall furnish all information and reports required by the Owner or its representative pursuant to the Contract Documents, and shall permit access to its books, records, and accounts by the contracting agency of the Owner and by the Executive Secretary of the Owner for purposes of investigation to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the Owner 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 is necessary to protect the interests of the Owner and to effectuate the Owner's equal opportunity program and, in the case of contracts receiving Federal assistance, the Contractor or the Owner may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor shall file and shall cause its subcontractors, if any, to file compliance reports with the Owner in the form and to the extent prescribed by the Owner 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 its subcontractors.
- g. 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.
- h. 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:
  - (1) 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 the Agreement.
  - (2) Refusal of all future bids for any public contract with the Owner or any of its departments or divisions, until such time as the Contractor or subcontractor demonstrates that it has established and shall carry out the policies of the program as herein outlined.
  - (3) Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - (4) 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



## The City of Canton

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enforce these provisions, including 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.

2. A Project Labor Agreement (PLA) is not required for this project. Prevailing Wages are required for this Project (See Appendix B).

### **Y. OHIO PUBLIC WORKS COMMISSION FUNDING**

1.        When this line is checked by the Owner, e.g. with an "X" or other mark, the Project is being funded in whole or part by the Ohio Public Works Commission ("OPWC"), and the requirements of the OPWC, attached to these Instructions to Bidders, apply.
2. The OPWC requirements include that the Bidder include with its bid certification of agreement and compliance with certain statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

### **END OF INSTRUCTIONS TO BIDDERS**



The City of Canton

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**OWNER-CONTRACTOR AGREEMENT**

***[Where Owner Performs Construction Administration Duties]***

**Owner:**

The City of Canton  
218 Cleveland Avenue SW  
Canton, OH 44702  
Telephone: 330.489.3283

**Contract:**

**Ordinance:**  
**Alternates: NA**

**Contractor:**

Telephone:  
Fax:

**Project:**

**GP 1304 - 2019 Road Stabilization**

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

**1. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
- F. Supplementary Conditions (when applicable);
- G. Drawings;
- H. Specifications;
- I. Addenda issued;
- J. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- K. Statement of Claim Form; and
- L. Modifications issued after the execution of the contract, including:
  - i. A Change Order;
  - ii. A Work Change Directive; or,
  - iii. A written order for a minor change of the Work issued by the Owner or Engineer in accordance with the General Conditions.
- M. X When this line is checked by the Owner, e.g. with an "X" or other mark, the State of Ohio Department of Transportation, Construction and Material Specifications, effective as of January 1, 2018, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.

- 1.1** Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.



## The City of Canton

**Note: Non-Contract Documents.** The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Engineer has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Engineer with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (Not applicable, if none are listed).

**Note: Non-Contract Documents.** The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

**2. ENGINEER RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Engineer and the Contractor or any Subcontractor or Material Supplier to the Project. The Engineer, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer that are performed for the sole benefit of the Owner.

Owner will be performing construction administration duties as identified in the General Conditions, including, but not limited to: reviewing Applications for Payment, Change Proposals, Claims, and Shop Drawings; measuring Work quantities; and issuing Work Change Directives.

**2.1** The Engineer is:  
**Rob Sobnosky**  
**robert.sobnosky@cantonohio.gov**  
**330-438-6931**

## **3. TIME FOR COMPLETION AND PROJECT COORDINATION.**

**3.1 DATE OF COMMENCEMENT.** The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Engineer, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.



## The City of Canton

**3.2 DATE OF SUBSTANTIAL COMPLETION.** The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Owner or Engineer. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **55 calendar days** of the Date of Commencement ("Date of Substantial Completion"). The Contractor shall have its Work for the **GP 1304 - 2019 Road Stabilization** scope of work, referred to herein as the "Interim Milestone Scope," substantially complete by **8/6/2019**. Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

**3.2.1 DATE OF FINAL COMPLETION.** The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General Conditions, within **30 calendar days** of the Date of Substantial Completion ("Date of Final Completion"). Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Owner or Engineer all documents required to be submitted to the Owner or Engineer for final payment.

**3.2.2 UTILITIES AND OPERATIONS.** Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

**3.2.3 SHUTDOWN DATES.** Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none are listed):

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

**3.3 CONSTRUCTION SCHEDULE.** The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

**3.4 LIQUIDATED DAMAGES.** If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work.

### LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION OF OVERALL PROJECT

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00





#### LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

**LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION FOR ANY INTERIM MILESTONE SCOPE WILL BE \$1,000 PER DAY FOR EACH DAY OF UNEXCUSED DELAY BEYOND THE MILESTONE.**

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

**4. CONTRACT SUM (also called Contract Price).** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is \$, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

**4.1** Base Bid Amount: \$ (Lump Sum Bid); and

**4.2** Accepted Alternates, included in the Contract Sum:

<b>Alternate No.</b>	<b>Description</b>	<b>Amount</b>
1	NA	\$
2	NA	\$

**4.3** Allowances included in the Contract Sum:

<b>Allowance Description</b>	<b>Amount</b>
Allowance #1: NA	\$
Allowance #2: NA	\$

**4.4** If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

**5. RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.





## The City of Canton

### 6. GENERAL.

**6.1 MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

**6.2 ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

**6.3 LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

**6.4 CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

**6.5 APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Engineer will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

**6.6 PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**6.7 COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

**6.7.1 NON-DISCRIMINATION.** Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.



## The City of Canton

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.3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

.4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

**6.7.2 PREVAILING WAGE RATES.** The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation, if any, to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

**6.7.3 ETHICS.** By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

**6.8 JOB MEETINGS.** The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

**6.9 PROPERTY TAX AFFIDAVIT.** The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

**6.10 WARRANTIES.** Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

**6.11 CONTRACTOR ATTESTATIONS.**

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.



## The City of Canton

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**6.12 ENTIRE AGREEMENT.** This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:

**The City of Canton**

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

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

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

Date: \_\_\_\_\_

Contractor:

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

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

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

Date: \_\_\_\_\_



The City of Canton

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**CERTIFICATE**  
**(Section 5705.41, R.C.)**

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The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer



The City of Canton

**BID GUARANTY AND  
CONTRACT BOND**  
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") as principal and \_\_\_\_\_  
\_\_\_\_\_ as surety are hereby held and firmly bound unto the **City of Canton** as  
obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_, to undertake the construction of the **GP 1304 - 2019 Road Stabilization Project**  
("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the  
obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to  
above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the  
amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). (If the foregoing  
blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates.  
Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid  
including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the  
penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has  
submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a  
proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the  
event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty  
hereof between the amount specified in the bid and such larger amount for which the obligee may in good  
faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the  
obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the  
principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof  
between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new  
contract documents, required advertising, and printing and mailing notices to prospective bidders,  
whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if  
the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the  
contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of  
material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said  
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims  
of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying  
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall  
be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then  
this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall  
indemnify the obligee against all damage suffered by failure of the principal to perform the contract  
according to its provisions and in accordance with the plans, details, specifications, and bills of material  
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or  
material furnished in carrying forward, performing, or completing the contract and surety further agrees  
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a  
just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the  
surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as  
herein stated.



## The City of Canton

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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### PRINCIPAL

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

Printed Name & Title: \_\_\_\_\_

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### SURETY

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

Printed Name & Title: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

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### SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_



## The City of Canton

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**NOTE:** The Contract Bond form that follows is to be used **ONLY** by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

**AIA and EJCDC Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.**



The City of Canton

**CONTRACT BOND**  
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and \_\_\_\_\_, as surety, are hereby held and firmly bound unto the **City of Canton** ("Owner") as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the Owner for construction of the **GP 1304 - 2019 Road Stabilization Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SURETY)

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

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

Printed Name & Title: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_





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**BID FORM**

**1.01 BID SUBMITTED BY:**

\_\_\_\_\_  
(Contractor)

Date bid submitted: \_\_\_\_\_

**1.02 DELIVER TO:**

The City of Canton  
ATTN: **Purchasing/Bids**  
218 Cleveland Avenue SW  
Canton, OH 44702

**1.03** Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **GP 1304 - 2019 Road Stabilization Project** including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

**1.04** Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice to Bidders, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700) (as modified for the Project), Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

**1.05 BONDS AND CONTRACT:** If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.

**1.06 COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

**NOTE A:** The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

**NOTE B:** Bidder is cautioned to bid only on the Brands or Standards specified.

**NOTE C:** If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.



**2.01 BID:**

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deduction from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deduction, the amount shall be a deduction).

**2.02** Bidder will complete the Work in accordance with the Contract Documents for the prices set forth in the attached Bid Schedule.

**3.01 INSTRUCTIONS FOR SIGNING**

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

**4.01 BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
- 2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Owner.
- 3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the



The City of Canton

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surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.

4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder has submitted the lowest and best bid and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: \_\_\_\_\_

BIDDER IS (check one): ☐ sole proprietor ☐ partnership ☐ corporation ☐ other legal entity



The City of Canton

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____
	_____
	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____	_____
Name	_____
	Address
_____	_____
Name	_____
	Address
_____	_____
Name	_____
	Address
_____	_____
Name	_____
	Address
_____	_____
Name	_____
	Address

END OF SECTION



The City of Canton

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**CONTRACTOR'S QUALIFICATION STATEMENT**  
**GP 1304 - 2019 Road Stabilization Project**

SUBMITTED TO: The City of Canton  
ATTN: **Purchasing/Bids**  
218 Cleveland Avenue SW  
Canton, OH 44702

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

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

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

PRINCIPAL OFFICE: \_\_\_\_\_  
\_\_\_\_\_

☐ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT: **GP 1304 - 2019 Road Stabilization** Project

**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor in the construction industry?
- 1.2 How many years has your organization been in business under its present business name?
  - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
  - 1.3.1 Date of incorporation:
  - 1.3.2 State of incorporation:
  - 1.3.3 President's name:
  - 1.3.4 Vice President's name(s):
  - 1.3.5 Secretary's name:
  - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:



## The City of Canton

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- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
  - 1.5.1 Date of organization:
  - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
- 2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.

## 3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces.
- 3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
  - 3.2.1. Has your organization ever failed to complete any work?
  - 3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?
  - 3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.

- 3.3. Has your organization ever failed to comply with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.
- 3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.
- 3.5. On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$10,000,000, giving the name of project, owner and its telephone



The City of Canton

number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.5.1. State total amount of work in progress and under contract:

- 3.6. Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work. List the original contract price for each project, the amount of any change orders or cost overruns on each, the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects. If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

<b>Project And Work</b>	<b>Contract Sum</b>	<b>Owner's Representative &amp; Telephone Number</b>	<b>Engineer's Or Architect's Representative Name &amp; Telephone Number</b>	<b>Additional Comments</b>



## The City of Canton

- 3.7. Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. Include details regarding how such projects demonstrate your organization's ability and capacity to perform a substantial portion of the Project with its own work force. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number	Additional Comments

- 3.7.1. State average annual amount of construction work your organization has performed during the last five years.
- 3.7.2. If any of the following members of your organization's management -- president, chairman of the board, or any director -- operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.
- 3.7.3. If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."
- 3.7.4. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."
- 3.8. On a separate sheet, list the construction education, training, construction experience, and tenure with your organization for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.
- 3.9. Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.

## 4. REFERENCES

- 4.1. Trade References:
- 4.2. Bank References:
- 4.3. Surety:





The City of Canton

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4.3.1. Name of bonding company:

4.3.2. Name and address of agent:

5. FINANCING

**5.1 Financial Statement (May be required, but only post-bid. Not a requirement to provide with bid.)**

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.3 Attach additional documentation or explanations demonstrating your organization's financial responsibility, adequate resources and availability of credit, its means and ability to procure insurance and acceptable performance bonds required for the Project.

6. Does your organization participate in a drug-free workplace program? Provide your organization's record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code.

7. List any projects within the previous five years where a public entity determined that your organization was not a responsible bidder, including the name of the public entity, the reasons given by the public entity, and an explanation thereof.

8. Additional Criteria. Pursuant to the Codified Ordinance of the City of Canton, Chapter 105, the Owner, in its discretion, reserves the right to request additional information and documentation relating to the foregoing and related to any of the criteria listed in Paragraph I.6 of the Instructions to Bidders from Bidders after the bid opening. The Owner may consider such information and documentation in determining which bid is lowest and best. The Owner, in its discretion, may consider and give such weight to any and all criteria as it deems appropriate.

[left intentionally blank]



The City of Canton

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**Certification.** The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

*SIGNATURE:*

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

Name of  
Organization: \_\_\_\_\_

By: \_\_\_\_\_  
[print name]

Signature: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

My Commission Expires: \_\_\_\_\_

SEAL



The City of Canton

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### **Modified General Conditions (EJCDC)**

Please go to this [link](#) for the document.



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**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.

*(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,



## The City of Canton

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 fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. *(Ord. 115-2018. Passed 5-14-18.)*

### 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.
- 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.

- 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 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.)*



The City of Canton

## STATEMENT OF CLAIM FORM

Claim No. \_\_\_\_ for Contractor

1. Name of Contractor: \_\_\_\_\_

2. Date written claim given: \_\_\_\_\_.

3. Contractor's representative to contact regarding the claim:

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

Telephone No. \_\_\_\_\_ (office) FAX No. \_\_\_\_\_

E-mail: \_\_\_\_\_

4. General description of claim:

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5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

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6. Delay claims:

6.1 Date delay commenced: \_\_\_\_\_

6.2 Duration of the delay: \_\_\_\_\_

6.3 Apparent cause of the delay and part of critical path affected:

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6.4 Impact of the delay and recommendations for minimizing such impact:

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7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

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8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_





The City of Canton

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**CONTRACTOR'S ACKNOWLEDGMENT**

State of \_\_\_\_\_,

County of \_\_\_\_\_, ss:

\_\_\_\_\_ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

\_\_\_\_\_

Sworn to before me a notary public by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

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

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND ENGINEER.



## The City of Canton

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1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Engineer that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions



The City of Canton

**CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT**  
(O.R.C. § 5719.042)

State of Ohio

County of \_\_\_\_\_, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_ with offices located at  
(Title) (Contractor)

\_\_\_\_\_, and as its duly  
(Address of Contractor)

authorized representative, states that effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(Name of Contractor)

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

<u>County</u>	<u>Amount</u> (includes total amount due, plus penalties and interest thereon)
Stark	\$ _____

( ) is not charged with delinquent personal property taxes on the general list of personal property in Stark County.

\_\_\_\_\_  
\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me by the above-named affiant this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires

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



The City of Canton

**CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT  
("AFFIDAVIT")**

Project: **GP 1304 - 2019 Road Stabilization**

In consideration for payment received from the City of Canton (the "City") in the amount requested in Contractor's Final Application for Payment to the City, the receipt of which is hereby acknowledged, the undersigned Contractor hereby waives and releases any rights it has or may have to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the City, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the City, except for any Claims the undersigned has made by properly and timely submitting a written statement of its Claim. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

_____	State of: _____ County of _____
Company Name	Subscribed and sworn to before me this _____
_____	day of _____
Authorized Signature (Company Officer)	Notary Public: _____
_____	My Commission Expires: _____
Title	
_____	
Date	





## ODOT MANUAL SUPPLEMENT

This Supplement shall apply where and to the extent that the State of Ohio Department of Transportation Construction and Material Specifications, in the current version as of January 1, 2018, is expressly incorporated into the Contract Documents via the Owner-Contractor Agreement, or when designated as a Contract Document in the list of Contract Documents in the Owner-Contractor Agreement, or is referenced anywhere else in the Contract Documents as one of the Contract Documents.

1. **Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.**
2. The Contractor's obligations under this ODOT Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.
3. **Delays.** Regardless of the terms in this ODOT Supplement, including Item 109.05, all time adjustments shall be subject to a) filing a Change Proposal and / or Claim in accordance with Articles 11 and 12 of the Modified Standard General Conditions **of the Contract for Construction (EJCDC C-700, 2013 edition) ("Modified Standard General Conditions")**, b) substantiating the Contractor's entitlement to a time adjustment in accordance with the Modified Standard General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in the Modified Standard General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item 109.05.D substantiating its entitlement to additional compensation.
4. **Division 100, General Provisions.** The following Division 100 General Provisions of the State of Ohio Department of Transportation, Construction Specifications Manual in the current version as of January 31, 2018, are incorporated in this ODOT Supplement, subject to any changes or limitations herein.
  - a. **Item 101.01, General.**
  - b. Item 101.02, Abbreviations, provided that references to DCA, DDD, DET, DGE shall mean the Owner.
  - c. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:
    - i. Claims is deleted
    - ii. Contract Bond is deleted.
    - iii. Contract Documents is deleted.



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- iv. Contract Price is deleted.
- v. Contract Time is deleted.
- vi. Contractor is deleted.
- vii. Department shall mean the Owner.
- viii. Director shall mean the Owner's representative.
- ix. Disputes is deleted.
- x. Engineer is deleted.
- xi. Extra Work Contract is deleted.
- xii. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.
- xiii. Final Inspector shall mean the Owner.
- xiv. Laboratory is deleted.
- xv. Prebid Question is deleted.
- xvi. Proposal Guaranty is deleted.
- xvii. Questionnaire is deleted.
- xviii. Shop Drawings is deleted.
- xix. Signatures on Contract Documents is deleted.
- xx. State or state shall mean the Owner.
- xxi. Subcontractor is deleted.
- xxii. Work is deleted.
- d. **Item 101.04, Interpretations.**
- e. Item 103.03, Cancellation of Award.
- f. Item 104.02.D.2, Significant Changes in the Character of the Work (including Tables 104.02-1 and 104.02-2 following this Item), provided that all references to Item 108 and 109.12 are deleted and that all time adjustments shall be subject to filing a Change Proposal and / or Claim in accordance with the Modified Standard General Conditions and substantiating the entitlement to an extension of time as provided in the Modified Standard General Conditions (EJCDC Document C-700, 2013 edition) ("Modified Standard General Conditions").
- g. Item 104.03, Rights in and Use of Materials Found on the Work.
- h. Item 104.04, Cleaning Up.
- i. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.
- j. Item 105.06, Superintendent.
- k. Item 105.10, Inspection of Work.
- l. Item 105.11, Removal of Defective and Unauthorized Work.



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- m. Item 105.12, Load Restrictions.
- n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.
- o. Item 105.14, Maintenance During Construction, except substitute “Final Completion” for “Final Inspector accepts the work under 109.12” and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.
- p. Item 105.15, Failure to Maintain Roadway or Structure.
- q. Item 105.16, Borrow and Waste Areas.
- r. Item 105.17, Construction and Demolition Debris.
- s. Item 106.01, Source of Supply and Quality Requirements.
- t. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.
- u. **Item 106.03, Small Quantities and Materials for Temporary Application.**
- v. **Item 106.04, Plant Sampling and Testing Plan.**
- w. **Item 106.05, Storage of Materials.**
- x. **Item 106.06, Handling Materials.**
- y. **Item 106.07, Unacceptable Materials, except substitute the word “unacceptance” in the third sentence with the word “unacceptable.”**
- z. Item 106.08, Department-Furnished Material.
- aa. **Item 106.09, Steel and Iron Products Made in the United States.**
- bb. **Item 107.01, Laws to be Observed.**
- cc. **Item 107.02, Permits, Licenses, and Taxes.**
- dd. **Item 107.03, Patented Devices, Materials, and Processes.**
- ee. **Item 107.05, Federal-Aid Provisions.**
- ff. **Item 107.06, Sanitary Provisions.**
- gg. **Item 107.07, Public Convenience and Safety.**
- hh. **Item 107.08, Bridges Over Navigable Waters.**
- ii. **Item 107.09, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.**
- jj. **Item 107.10, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete, and all references to Items 109.11 and 109.12 are deleted.**
- kk. **Item 107.11, Contractor’s Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.**





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- ll. Item **107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner's representative and, if there is no Owner's representative, to the Engineer. Reference to the "State of Ohio, Department of Transportation" shall mean the Owner.**
- mm. Item **107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, "When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier".**
- nn. Item **107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.**
- oo. Item **107.15, Contractor's Responsibility for Work, provided that reference to "Final Inspection according to 109.12.A" shall mean "Final Completion." and all references to Item 108 are deleted.**
- pp. Item **107.17, Furnishing Right-of-Way.**
- qq. Item **107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.**
- rr. Item **107.20, Civil Rights.**
- ss. Item **107.21, Prompt Payment.**
- tt. Item **108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner with information or reports on DBE participation unless the Contract Documents otherwise require such reports or information. Additionally, unless otherwise provided in the Contract Documents, the 50% self-contracting requirement in the first sentence is waived.**
- uu. Item **108.04, Limitation of Operations.**
- vv. Item **108.05, Character of Workers, Methods, and Equipment.**
- ww. Item **108.10, Payroll Records.**
- xx. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.
- yy. Item 109.02, Measurement Units.
- zz. Item 109.03, Scope of Payment.
- aaa. (Reserved.)
- bbb. Item 109.05, Extra Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall require the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department shall mean the Ohio Department of Transportation, e) the compensation provided in 109.05.B through 109.05.D constitutes payment in full for all the items referred to in Items 109.05.C.1-10, except for any additional compensation for delays, f) the mark-ups provided in Items 109.05.D.2.b and



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109.05.D.2.d are deleted, and g) Item 109.05.D.2.f regarding home office overhead is deleted. The Contractor's entitlement to home office overhead, if any, shall be subject to current Ohio law.

ccc. **109.06, Directed Acceleration.**

ddd. **(Reserved.)**

eee. **109.08, Unrecoverable Costs.**

5. **Divisions 200 through 700.** Divisions 200 through 700 of the State of Ohio Department of Transportation, Construction Specifications Manual in the current version as of January 31, 2018 are incorporated in this ODOT Supplement.
  - a. All references to Division 100 Items in Divisions 200 through 700 shall be to the Division 100 Items as modified in this Supplement.
  - b. Where Division 100 Items are referred to in Divisions 200 through 700 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.
  - c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.
  - d. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified Standard General Conditions.
  - e. In Item 624.04, the reference to item 109.09 shall be governed by the payment provisions in the Modified Standard General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified Standard General Conditions. In this regard, the basis for payment of mobilization costs will be as provided in Item 624.04.
  - f. General to Divisions 200 through 700. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

**END OF ODOT SUPPLEMENT**

## Appendix A

### **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		Total Hourly Fringes	

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.

[illegible]

Date \_\_\_\_\_ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

# 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:** 05/02/2019  
**Expiration Date:** 08/02/2019

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

**Name of Union: Asbestos Local 207 OH**

**Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018**

**Special Calculation Note :**

### 3 Journeymen to 1 Trainee

ADAMS, ASHLAND, ASHTABULA\*, ATHENS,  
AUGLAIZE, BROWN, BUTLER\*, CARROLL,  
CHAMPAIGN, CLARK, CLERMONT, CLINTON,  
COLUMBIANA, COSHOCTON, CRAWFORD,  
CUYAHOGA, DARKE, DELAWARE, FAIRFIELD,  
FAYETTE, FRANKLIN, GEAUGA, GREENE,  
GUERNSEY, HAMILTON, HARDIN, HARRISON,  
HIGHLAND, HOCKING, HOLMES, HURON, KNOX,  
LAKE, LICKING, LOGAN, LORAIN, MADISON,  
MAHONING, MARION, MEDINA, MIAMI,  
MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, PERRY, PICKAWAY,  
PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY,  
STARK, SUMMIT, TRUMBULL, TUSCARAWAS,  
UNION, VINTON, WARREN\*, WAYNE

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of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County: (post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion)

**Details :**

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.



**Name of Union: Asbestos Local 84 Heat & Frost Insulators**

**Craft : Asbestos Worker Effective Date : 06/06/2018 Last Posted : 06/06/2018**

**Special Calculation Note :** Other is Industry and Labor Management Fund

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

ASHLAND, ASHTABULA\*, CARROLL,  
COLUMBIANA, COSHOCTON, ERIE\*, HARRISON,  
HOLMES, MAHONING, MEDINA, PORTAGE,  
RICHLAND, STARK, SUMMIT, TRUMBULL,  
TUSCARAWAS, WAYNE

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 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.



# Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : LCNO1-2019fbLoc744

Craft : Boilermaker Effective Date : 04/03/2019 Last Posted : 04/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$38.05		\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$67.76	\$86.78
Apprentice	Percent											
1st 6 months	70.02	\$26.64	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$56.35	\$69.67
2nd 6 months	72.52	\$27.59	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$57.30	\$71.10
3rd 6 months	75.00	\$28.54	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$58.25	\$72.52
4th 6 months	77.51	\$29.49	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$59.20	\$73.95
5th 6 months	80.00	\$30.44	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$60.15	\$75.37
6th 6 months	85.03	\$32.35	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$62.06	\$78.24
7th 6 months	90.00	\$34.25	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$63.96	\$81.08
8th 6 months	95.00	\$36.15	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$65.86	\$83.93
Helper	60.00	\$22.83	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$52.54	\$63.96

**Special Calculation Note : Other is Supplemental Health**

**Ratio :**

5 Journeymen to 1 Apprentice to 1 Helper

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

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

**Special Jurisdictional Note :**

**Details :**



# Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 6

Change # : LCN01-2019fbLoc6

Craft : Bricklayer Effective Date : 05/01/2019 Last Posted : 04/24/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$28.61		\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.21	\$60.51
Pointer Caulker Cleaner	\$28.61		\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.21	\$60.51
Stone Mason	\$28.61		\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.21	\$60.51
Cement Mason	\$28.61		\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.21	\$60.51
Plaster	\$28.61		\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.21	\$60.51
<b>Apprentice</b>	<b>Percent</b>											
1st 6 months	55.00	\$15.74	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$33.34	\$41.20
2nd 6 months	60.00	\$17.17	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$34.77	\$43.35
3rd 6 months	65.00	\$18.60	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$36.20	\$45.49
4th 6 months	70.00	\$20.03	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$37.63	\$47.64
5th 6 months	75.00	\$21.46	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$39.06	\$49.79
6th 6 months	80.00	\$22.89	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$40.49	\$51.93
7th 6 months	90.00	\$25.75	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$43.35	\$56.22
8th 6 months	95.00	\$27.18	\$9.45	\$6.94	\$1.16	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$44.78	\$58.37

**Special Calculation Note : OTHER IS DRUG TESTING**

**Ratio :**

1 Journeymen to 1 Apprentice  
5 Journeymen to 2 Apprentice  
9 Journeymen to 3 Apprentice  
13 Journeymen to 4 Apprentice

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

**Special Jurisdictional Note :**

**Details :**

**Name of Union: Bricklayer Local 8 Tile Finisher**

**Craft : Bricklayer Effective Date : 06/11/2014 Last Posted : 06/11/2014**

New Employees	Percent											
1st 30 days	59.89	\$13.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.88	\$20.81
2nd 30 days thru 6 months	59.89	\$13.88	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.88	\$25.81
2nd 6 months	69.90	\$16.20	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$29.99	\$38.08
3rd 6 months	74.93	\$17.36	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$31.15	\$39.83
4th 6 months	79.88	\$18.51	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$32.30	\$41.55
5th 6 months	84.88	\$19.67	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$33.46	\$43.29
6th 6 months	89.88	\$20.83	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$34.62	\$45.03

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,  
COSHOCOTON, 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
Apprentice	Percent										
1st 30 Days	60.00	\$15.03	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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

**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 :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Commercial NE Zone 2B

Change # : LCN01-2018fbLocNEZone2B

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$26.20		\$6.77	\$9.37	\$0.45	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$43.36	\$56.46
Apprentice	Percent											
1st 3 Months	60.00	\$15.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.72	\$23.58
2nd 3 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
2nd 6 Months is 1st year	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
3rd 6 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
4th 6 Months is 2nd year	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
5th 6 Months	70.00	\$18.34	\$6.77	\$6.56	\$0.45	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$32.52	\$41.69
6th 6 Months is 3rd year	75.00	\$19.65	\$6.77	\$7.03	\$0.45	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$34.33	\$44.16
7th 6 Months	80.00	\$20.96	\$6.77	\$7.50	\$0.45	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$36.14	\$46.62
8th 6 Months is 4th year	85.00	\$22.27	\$6.77	\$7.96	\$0.45	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$37.93	\$49.07

### Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction ( \* denotes special jurisdictional note ) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :



**Name of Union: Carpenter Local 509 NE District Interior Systems**

**Craft : Carpenter Effective Date : 06/17/2010 Last Posted : 06/17/2010**

**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,  
COSHOCOTON, CRAWFORD, CUYAHOGA,  
DARKE, DEFIANCE, DELAWARE, ERIE,  
FAIRFIELD, FRANKLIN, FULTON, GALLIA,  
GEAUGA, GREENE, GUERNSEY, HAMILTON,  
HANCOCK, HARDIN, HARRISON, HENRY,  
HIGHLAND, HOCKING, HOLMES, HURON,  
JACKSON, JEFFERSON, KNOX, LAKE,

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M3

Change # : LCN01-2018fbLocNEZoneM3

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$26.06		\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$44.17	\$57.20
Certified Welder	\$27.06		\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$45.17	\$58.70
Lay-Out Man on Monorail	\$27.56		\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$45.67	\$59.45
Apprentice	Percent											
1st 6 months	60.00	\$15.64	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$33.75	\$41.56
2nd 6 months	60.00	\$15.64	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$33.75	\$41.56
3rd 6 months	62.00	\$16.16	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$34.27	\$42.35
4th 6 months	65.50	\$17.07	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$35.18	\$43.71
5th 6 months	69.00	\$17.98	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$36.09	\$45.08
6th 6 months	72.50	\$18.89	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$37.00	\$46.45
7th 6 months	76.00	\$19.81	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$37.92	\$47.82
8th 6 months	80.00	\$20.85	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$38.96	\$49.38

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

**Ratio :**

2 Journeymen to 1 Apprentice

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

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging,

skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; 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.



**Name of Union:** Carpenter NE District Industrial Dock & Door

**Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014**

fringe<sup>4</sup> 6.20

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

### 1 Journeymen to 1 Trainee

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

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

**Special Jurisdictional Note :** Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

**Details :**

10/27/10 New Contract jc

# Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Insulation NE Zone 2B

Change # : LCN01-2018fbLocNEZone2B

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	\$20.96		\$6.77	\$9.37	\$0.45	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$38.12	\$48.60
Apprentice	Percent											
1st 3 months	50.00	\$10.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.48	\$15.72
2nd 3 months	50.00	\$10.48	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70	\$22.94
2nd 6 months	50.00	\$10.48	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70	\$22.94
3rd 6 months	55.00	\$11.53	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	\$24.51
4th 6 months	60.00	\$12.58	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.80	\$26.08
5th 6 months	70.00	\$14.67	\$6.77	\$6.56	\$0.45	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$28.85	\$36.19
6th 6 months	75.00	\$15.72	\$6.77	\$7.03	\$0.45	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$30.40	\$38.26
7th 6 months	80.00	\$16.77	\$6.77	\$7.50	\$0.45	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$31.95	\$40.33
8th 6 months	85.00	\$17.82	\$6.77	\$7.96	\$0.45	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$33.48	\$42.38

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

**Ratio :**

2 Journeymen to 1 Apprentice

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

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P3

Change # : LCN01-2018fbLocNEZoneP3

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	\$26.01		\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$43.91	\$56.92
Diver	\$39.02		\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$56.92	\$76.43
Certified Welder	\$27.06		\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$44.96	\$58.49
Apprentice	Percent											
1st 6 months	60.00	\$15.61	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$33.51	\$41.31
2nd 6 months	60.00	\$15.61	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$33.51	\$41.31
3rd 6 months	62.00	\$16.13	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$34.03	\$42.09
4th 6 months	65.50	\$17.04	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$34.94	\$43.45
5th 6 months	69.00	\$17.95	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$35.85	\$44.82
6th 6 months	72.50	\$18.86	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$36.76	\$46.19
7th 6 months	76.00	\$19.77	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$37.67	\$47.55
8th 6 months	80.00	\$20.81	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$38.71	\$49.11

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

**Ratio :**

2 Journeymen to 1 Apprentice

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

STARK, WAYNE, CARROLL, TUSCARAWAS

**Special Jurisdictional Note :**

**Details :**

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling,

erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.



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 Zone 2B

Change # : LCN01-2018fbLocNEZone2B

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$26.20		\$6.77	\$9.37	\$0.47	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$43.38	\$56.48
Apprentice	Percent											
1st 3 Months	60.00	\$15.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.72	\$23.58
2nd 3 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
2nd 6 Months is 1st year	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
3rd 6 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
4th 6 Months is 2nd year	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
5th 6 Months	70.00	\$18.34	\$6.77	\$6.56	\$0.47	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$32.54	\$41.71
6th 6 Months is 3rd year	75.00	\$19.65	\$6.77	\$7.03	\$0.47	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$34.35	\$44.17
7th 6 Months	80.00	\$20.96	\$6.77	\$7.50	\$0.47	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$36.16	\$46.64
8th 6 Months is 4th year	85.00	\$22.27	\$6.77	\$7.96	\$0.47	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$37.95	\$49.08

## Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction ( \* denotes special jurisdictional note ) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :







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.

**Name of Union: Cement Mason Bricklayer Local 97 NevHwy B**

**Change # : LCN01-2018fbHvyHwy**

**Craft : Bricklayer Effective Date : 06/06/2018 Last Posted : 06/06/2018**

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

3 Journeymen to 1 Apprentice  
6 Journeymen to 2 Apprentice  
9 Journeymen to 2 Apprentice  
12 Journeymen to 4 Apprentice  
15 Journeymen to 5 Apprentice

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

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

**Special Jurisdictional Note :**

**Details :**

(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.

**Name of Union: Cement Mason Statewide Hwy Exhibit A District II**

**Craft : Cement Mason Effective Date : 05/01/2018 Last Posted : 04/11/2018**

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

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

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## Prevailing Wage Rate Skilled Crafts

**Name of Union: Cement Mason Statewide Hwy Exhibit B District II**

**Change # : LCN01-2018fbCementHevHwy**

**Craft : Cement Mason Effective Date : 05/01/2018 Last Posted : 04/11/2018**

[illegible]

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

**Ratio :**

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

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

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

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

### Details :

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason & Plasterer Local 109

Change # : LCN01-2018fbLoc109

Craft : Cement 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												
Cement Mason	\$29.54		\$8.19	\$6.50	\$0.40	\$0.00	\$3.50	\$0.06	\$0.00	\$0.00	\$48.19	\$62.96
Plasterer	\$28.83		\$7.69	\$6.50	\$0.40	\$0.00	\$3.25	\$0.06	\$0.00	\$0.00	\$46.73	\$61.14
Apprentice Cement Mason	Percent											
1st year	60.00	\$17.72	\$8.19	\$6.50	\$0.40	\$0.00	\$3.50	\$0.06	\$0.00	\$0.00	\$36.37	\$45.24
2nd year	75.00	\$22.16	\$8.19	\$6.50	\$0.40	\$0.00	\$3.50	\$0.06	\$0.00	\$0.00	\$40.81	\$51.88
3rd year	90.00	\$26.59	\$8.19	\$6.50	\$0.40	\$0.00	\$3.50	\$0.06	\$0.00	\$0.00	\$45.24	\$58.53
Plasterer Apprentice												
1st year	58.58	\$17.30	\$7.69	\$6.50	\$0.40	\$0.00	\$3.25	\$0.06	\$0.00	\$0.00	\$35.20	\$43.86
2nd year	73.20	\$21.62	\$7.69	\$6.50	\$0.40	\$0.00	\$3.25	\$0.06	\$0.00	\$0.00	\$39.52	\$50.33
3rd year	87.85	\$25.95	\$7.69	\$6.50	\$0.40	\$0.00	\$3.25	\$0.06	\$0.00	\$0.00	\$43.85	\$56.83

**Special Calculation Note :** Other is for International Training.

**Ratio :**

1 Journeymen to 1 Apprentice  
5 Journeymen to 2 Apprentice

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

CARROLL, HOLMES, MEDINA, PORTAGE,  
STARK, SUMMIT, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**



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 # : LCN01-2019fbLoc540in

Craft : Electrical Effective Date : 01/09/2019 Last Posted : 01/09/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$32.55		\$6.20	\$8.45	\$1.00	\$3.26	\$3.60	\$1.07	\$0.00	\$0.00	\$56.13	\$72.40
Apprentice	Percent											
1st 1000 hrs	40.00	\$13.02	\$6.20	\$0.00	\$0.35	\$0.00	\$0.00	\$0.39	\$0.00	\$0.00	\$19.96	\$26.47
2nd 1000 hrs	45.00	\$14.65	\$6.20	\$0.00	\$0.39	\$0.00	\$0.00	\$0.44	\$0.00	\$0.00	\$21.68	\$29.00
3rd 1500 hrs	50.00	\$16.27	\$6.20	\$1.69	\$0.48	\$1.30	\$0.72	\$0.53	\$0.00	\$0.00	\$27.19	\$35.33
4th 1500 hrs	60.00	\$19.53	\$6.20	\$3.38	\$0.59	\$1.56	\$1.44	\$0.63	\$0.00	\$0.00	\$33.33	\$43.10
5th 1500 hrs	70.00	\$22.78	\$6.20	\$5.07	\$0.70	\$1.82	\$2.16	\$0.74	\$0.00	\$0.00	\$39.48	\$50.87
6th 1500 hrs	80.00	\$26.04	\$6.20	\$6.76	\$0.81	\$2.08	\$2.88	\$0.84	\$0.00	\$0.00	\$45.61	\$58.63

**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:

1-3 Journeymen to 2 Apprentices

4 to 6 Journeymen up to 4 Apprentices

7 to 9 Journeymen up to 6 Apprentices

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

CARROLL\*, COLUMBIANA\*, HOLMES, MAHONING\*, STARK, TUSCARAWAS\*, WAYNE\*

**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 :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Inside Lt Commercial Northern

Change # : LCN01-2019fbLoc540in

Craft : Electrical Effective Date : 01/09/2019 Last Posted : 01/09/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrician	\$32.55	\$6.20	\$8.45	\$1.00	\$3.26	\$3.60	\$1.07	\$0.00	\$0.00	\$56.13	\$72.40
CE-3 12,001-14,000 Hrs	\$25.00	\$5.95	\$0.00	\$0.82	\$0.00	\$0.75	\$0.75	\$0.00	\$0.00	\$33.27	\$45.77
CE-2 10,001-12,000 Hrs	\$19.64	\$5.95	\$0.00	\$0.82	\$0.00	\$0.59	\$0.59	\$0.00	\$0.00	\$27.59	\$37.41
CE-1 8,001-10,000 Hrs	\$17.86	\$5.95	\$0.00	\$0.82	\$0.00	\$0.54	\$0.54	\$0.00	\$0.00	\$25.71	\$34.64
CW-4 6,001-8,000 Hrs	\$16.07	\$5.95	\$0.00	\$0.82	\$0.00	\$0.48	\$0.48	\$0.00	\$0.00	\$23.80	\$31.83
CW-3 4,001-6,000 Hrs	\$14.28	\$5.95	\$0.00	\$0.82	\$0.00	\$0.43	\$0.43	\$0.00	\$0.00	\$21.91	\$29.05
CW-2 2,001-4,000 Hrs	\$13.39	\$5.95	\$0.00	\$0.82	\$0.00	\$0.40	\$0.40	\$0.00	\$0.00	\$20.96	\$27.65
CW-1 0-2,000 Hrs	\$12.50	\$5.95	\$0.00	\$0.82	\$0.00	\$0.38	\$0.38	\$0.00	\$0.00	\$20.03	\$26.28
Apprentice	Percent										
1st 1000 hrs	40.00	\$13.02	\$6.20	\$0.00	\$0.35	\$0.00	\$0.00	\$0.39	\$0.00	\$19.96	\$26.47
2nd 1000 hrs	45.00	\$14.65	\$6.20	\$0.00	\$0.39	\$0.00	\$0.00	\$0.44	\$0.00	\$21.68	\$29.00
3rd 1500 hrs	50.00	\$16.27	\$6.20	\$1.69	\$0.48	\$1.30	\$0.72	\$0.53	\$0.00	\$27.19	\$35.33
4th 1500 hrs	60.00	\$19.53	\$6.20	\$3.38	\$0.59	\$1.56	\$1.44	\$0.63	\$0.00	\$33.33	\$43.10
5th 1500 hrs	70.00	\$22.78	\$6.20	\$5.07	\$0.70	\$1.82	\$2.16	\$0.74	\$0.00	\$39.48	\$50.87
6th 1500 hrs	80.00	\$26.04	\$6.20	\$6.76	\$0.81	\$2.08	\$2.88	\$0.84	\$0.00	\$45.61	\$58.63

**Special Calculation Note :** OTHER = (NEBF) National Electrical Benefit Fund and Aministration Fee..

Ratio :

Jurisdiction ( \* denotes special jurisdictional note ) :

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

CARROLL\*, COLUMBIANA\*, HOLMES,  
MAHONING\*, STARK, TUSCARAWAS\*,  
WAYNE\*

**Construction Electrician and Construction Wireman  
Ratio**

There shall be a minimum ratio of one inside  
Journeyman Wireman to every (4) employees of  
different classifications per jobsite. An Inside  
Journeyman Wireman is required on the project as  
the fifth (5th) worker or when apprentices are used.

**Special Jurisdictional Note :** 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.

The scope of work for the light commercial agreement shall apply to the following small  
medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached  
to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain  
restaurants including independent bars and taverns, places of worship, funeral homes, nursing  
homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office,  
retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car  
washes, express hotels and motels (4 stories or less) without conference or restaurants  
facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing  
facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar  
projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits  
(when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be  
defined as the changing of lamps and ballasts in existing light fixtures and shall also include  
the one for one replacement of existing fixtures.

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Voice Data Video

Change # : LCN03-2018fbLoc540VDV

Craft : Voice Data Video Effective Date : 10/03/2018 Last Posted : 10/03/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	\$21.65		\$6.00	\$4.59	\$0.54	\$2.16	\$1.63	\$0.71	\$0.00	\$0.00	\$37.28	\$48.11
Cable Puller	\$10.83		\$6.00	\$4.59	\$0.27	\$1.08	\$1.63	\$0.36	\$0.00	\$0.00	\$24.76	\$30.17
Apprentice	Percent											
1st period	55.00	\$11.91	\$6.00	\$0.00	\$0.27	\$0.00	\$0.00	\$0.36	\$0.00	\$0.00	\$18.54	\$24.49
2nd period	65.00	\$14.07	\$6.00	\$0.00	\$0.34	\$1.13	\$0.00	\$0.46	\$0.00	\$0.00	\$22.00	\$29.04
3rd period	75.00	\$16.24	\$6.00	\$4.59	\$0.39	\$1.30	\$1.63	\$0.53	\$0.00	\$0.00	\$30.68	\$38.80
4th period	80.00	\$17.32	\$6.00	\$4.59	\$0.42	\$1.39	\$1.63	\$0.56	\$0.00	\$0.00	\$31.91	\$40.57
5th period	85.00	\$18.40	\$6.00	\$4.59	\$0.45	\$1.47	\$1.63	\$0.60	\$0.00	\$0.00	\$33.14	\$42.34
6th period	90.00	\$19.48	\$6.00	\$4.59	\$0.47	\$1.56	\$1.63	\$0.63	\$0.00	\$0.00	\$34.37	\$44.11

**Special Calculation Note :** OTHER = (NEBF) National Electrical Benefit Fund.

VACATION PAY - For Journeymen is 10% of wages and 8% for Apprentices.

## Ratio :

1-3 Journeyman to 2 Apprentice

4-6 Journeyman to 4 Apprentice

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

CARROLL\*, COLUMBIANA\*, HOLMES,  
MAHONING\*, STARK, TUSCARAWAS\*,  
WAYNE\*

\*\* Exception - When fire alarm falls within the scope of this addendum, Cable Pullers can be used to aid in test and be the 2nd Teledata employee on the job

**Special Jurisdictional Note :** Carroll County includes the following townships: North half including Fox, Harrison, Rose and Washington. Tuscarawas County includes the following townships: The portion North of Auburn, Clay, Rush and York. Wayne County includes the following townships: The portion South of Baughman, Chester, Green, and Wayne. Columbiana County includes Knox township. Mahoning County includes Smith township.

**Details :**

CABLE PULLERS - are for the installation of cable from one termination point to another.

The following work is EXCLUDED from the Teledata Technician work scope:

- \* - Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
- \* - Installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 feet.
- \* - 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 # : LCN01-2019fbLoc7

Craft : Lineman Effective Date : 04/24/2019 Last Posted : 04/24/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$43.48	\$6.00	\$1.30	\$0.43	\$0.00	\$10.00	\$0.35	\$0.00	\$0.00	\$61.56	\$83.30
Certified Lineman Welder	\$43.48	\$6.00	\$1.30	\$0.43	\$0.00	\$10.00	\$0.35	\$0.00	\$0.00	\$61.56	\$83.30
Certified Cable Splicer	\$43.48	\$6.00	\$1.30	\$0.43	\$0.00	\$10.00	\$0.35	\$0.00	\$0.00	\$61.56	\$83.30
Operator A	\$39.02	\$6.00	\$1.17	\$0.39	\$0.00	\$8.97	\$0.35	\$0.00	\$0.00	\$55.90	\$75.41
Operator B	\$34.60	\$6.00	\$1.04	\$0.35	\$0.00	\$7.96	\$0.35	\$0.00	\$0.00	\$50.30	\$67.60
Operator C	\$27.93	\$6.00	\$0.84	\$0.28	\$0.00	\$6.42	\$0.35	\$0.00	\$0.00	\$41.82	\$55.79
Groundman 0-12 months Exp	\$21.74	\$6.00	\$0.65	\$0.22	\$0.00	\$5.00	\$0.35	\$0.00	\$0.00	\$33.96	\$44.83
Groundman 0-12 months Exp w/CDL	\$23.91	\$6.00	\$0.72	\$0.24	\$0.00	\$5.50	\$0.35	\$0.00	\$0.00	\$36.72	\$48.68
Groundman 1 yr or more	\$23.91	\$6.00	\$0.72	\$0.24	\$0.00	\$5.50	\$0.35	\$0.00	\$0.00	\$36.72	\$48.68
Groundman 1 yr or more w/CDL	\$28.26	\$6.00	\$0.85	\$0.28	\$0.00	\$6.50	\$0.35	\$0.00	\$0.00	\$42.24	\$56.37
Equipment Mechanic A	\$34.60	\$6.00	\$1.04	\$0.35	\$0.00	\$7.96	\$0.35	\$0.00	\$0.00	\$50.30	\$67.60
Equipment Mechanic B	\$31.26	\$6.00	\$0.94	\$0.31	\$0.00	\$7.19	\$0.35	\$0.00	\$0.00	\$46.05	\$61.68
Equipment Mechanic C	\$27.93	\$6.00	\$0.84	\$0.28	\$0.00	\$6.42	\$0.35	\$0.00	\$0.00	\$41.82	\$55.79



X-Ray Technician	\$43.48		\$6.00	\$1.30	\$0.43	\$0.00	\$10.00	\$0.35	\$0.00	\$0.00	\$61.56	\$83.30
Apprentice	Percent											
1st 1000 hrs	60.00	\$26.09	\$6.00	\$0.78	\$0.26	\$0.00	\$6.00	\$0.35	\$0.00	\$0.00	\$39.48	\$52.52
2nd 1000 hrs	65.00	\$28.26	\$6.00	\$0.85	\$0.28	\$0.00	\$6.50	\$0.35	\$0.00	\$0.00	\$42.24	\$56.37
3rd 1000 hrs	70.00	\$30.44	\$6.00	\$0.91	\$0.30	\$0.00	\$7.00	\$0.35	\$0.00	\$0.00	\$45.00	\$60.21
4th 1000 hrs	75.00	\$32.61	\$6.00	\$0.98	\$0.33	\$0.00	\$7.50	\$0.35	\$0.00	\$0.00	\$47.77	\$64.07
5th 1000 hrs	80.00	\$34.78	\$6.00	\$1.04	\$0.35	\$0.00	\$8.00	\$0.35	\$0.00	\$0.00	\$50.52	\$67.92
6th 1000 hrs	85.00	\$36.96	\$6.00	\$1.11	\$0.37	\$0.00	\$8.50	\$0.35	\$0.00	\$0.00	\$53.29	\$71.77
7th 1000 hrs	90.00	\$39.13	\$6.00	\$1.17	\$0.39	\$0.00	\$9.00	\$0.35	\$0.00	\$0.00	\$56.04	\$75.61

**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 # : LCN01-2019fbLoc7

Craft : Lineman Effective Date : 04/24/2019 Last Posted : 04/24/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$41.22	\$6.00	\$1.24	\$0.41	\$0.00	\$9.48	\$0.35	\$0.00	\$0.00	\$58.70	\$79.31
Substation Technician	\$41.22	\$6.00	\$1.24	\$0.41	\$0.00	\$9.48	\$0.35	\$0.00	\$0.00	\$58.70	\$79.31
Cable Splicer	\$43.14	\$6.00	\$1.29	\$0.43	\$0.00	\$9.92	\$0.35	\$0.00	\$0.00	\$61.13	\$82.70
Operator A	\$37.00	\$6.00	\$1.11	\$0.37	\$0.00	\$8.51	\$0.35	\$0.00	\$0.00	\$53.34	\$71.84
Operator B	\$32.78	\$6.00	\$0.98	\$0.33	\$0.00	\$7.54	\$0.35	\$0.00	\$0.00	\$47.98	\$64.37
Operator C	\$26.44	\$6.00	\$0.79	\$0.26	\$0.00	\$6.08	\$0.35	\$0.00	\$0.00	\$39.92	\$53.14
Groundman 0-12 months Exp	\$20.61	\$6.00	\$0.62	\$0.21	\$0.00	\$4.74	\$0.35	\$0.00	\$0.00	\$32.53	\$42.84
Groundman 0-12 months Exp w/CDL	\$22.67	\$6.00	\$0.68	\$0.23	\$0.00	\$5.21	\$0.35	\$0.00	\$0.00	\$35.14	\$46.48
Groundman 1 yr or more	\$22.67	\$6.00	\$0.68	\$0.23	\$0.00	\$5.21	\$0.35	\$0.00	\$0.00	\$35.14	\$46.48
Groundman 1 yr or more w/CDL	\$26.80	\$6.00	\$0.80	\$0.27	\$0.00	\$6.16	\$0.35	\$0.00	\$0.00	\$40.38	\$53.78
Equipment Mechanic A	\$32.78	\$6.00	\$0.98	\$0.33	\$0.00	\$7.54	\$0.35	\$0.00	\$0.00	\$47.98	\$64.37
Equipment Mechanic B	\$29.62	\$6.00	\$0.89	\$0.30	\$0.00	\$6.81	\$0.35	\$0.00	\$0.00	\$43.97	\$58.78
Equipment Mechanic C	\$26.44	\$6.00	\$0.79	\$0.26	\$0.00	\$6.08	\$0.35	\$0.00	\$0.00	\$39.92	\$53.14
Line Truck w/uuger	\$29.17	\$6.00	\$0.88	\$0.29	\$0.00	\$6.71	\$0.35	\$0.00	\$0.00	\$43.40	\$57.99

Apprentice	Percent											
1st 1000 hrs	60.00	\$24.73	\$6.00	\$0.74	\$0.25	\$0.00	\$5.69	\$0.35	\$0.00	\$0.00	\$37.76	\$50.13
2nd 1000 hrs	65.00	\$26.79	\$6.00	\$0.80	\$0.27	\$0.00	\$6.16	\$0.35	\$0.00	\$0.00	\$40.37	\$53.77
3rd 1000 hrs	70.00	\$28.85	\$6.00	\$0.87	\$0.29	\$0.00	\$6.64	\$0.35	\$0.00	\$0.00	\$43.00	\$57.43
4th 1000 hrs	75.00	\$30.91	\$6.00	\$0.93	\$0.31	\$0.00	\$7.11	\$0.35	\$0.00	\$0.00	\$45.62	\$61.07
5th 1000 hrs	80.00	\$32.98	\$6.00	\$0.99	\$0.33	\$0.00	\$7.59	\$0.35	\$0.00	\$0.00	\$48.24	\$64.72
6th 1000 hrs	85.00	\$35.04	\$6.00	\$1.05	\$0.35	\$0.00	\$8.06	\$0.35	\$0.00	\$0.00	\$50.85	\$68.37
7th 1000 hrs	90.00	\$37.10	\$6.00	\$1.11	\$0.37	\$0.00	\$8.53	\$0.35	\$0.00	\$0.00	\$53.46	\$72.01

**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.

**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 # : LCN01-2019fbLoc71CentralOhio

Craft : Lineman Effective Date : 04/24/2019 Last Posted : 04/24/2019

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$38.27	\$6.00	\$1.15	\$0.38	\$0.00	\$6.89	\$0.06	\$0.00	\$0.00	\$52.75	\$71.89
Traffic Signal & Lighting Journeyman	\$36.81	\$6.00	\$1.10	\$0.37	\$0.00	\$6.63	\$0.06	\$0.00	\$0.00	\$50.97	\$69.37
Equipment Operator	\$33.62	\$6.00	\$1.01	\$0.34	\$0.00	\$6.05	\$0.06	\$0.00	\$0.00	\$47.08	\$63.89
Groundman 0-12 months (W/O CDL)	\$20.39	\$6.00	\$0.61	\$0.20	\$0.00	\$3.67	\$0.06	\$0.00	\$0.00	\$30.93	\$41.13
Groundman 0-12 months (W/CDL) plus	\$22.27	\$6.00	\$0.67	\$0.22	\$0.00	\$4.01	\$0.06	\$0.00	\$0.00	\$33.23	\$44.37
Groundsman greater than 1 Year (W/CDL)	\$24.17	\$6.00	\$0.73	\$0.24	\$0.00	\$4.35	\$0.06	\$0.00	\$0.00	\$35.55	\$47.64
Traffic Signal Apprentices											
1st 1,000 hours	\$22.09	\$6.00	\$0.66	\$0.22	\$0.00	\$3.98	\$0.06	\$0.00	\$0.00	\$33.01	\$44.05
2nd 1,000 hours	\$23.93	\$6.00	\$0.72	\$0.24	\$0.00	\$4.31	\$0.06	\$0.00	\$0.00	\$35.26	\$47.23
3rd 1,000 hours	\$25.77	\$6.00	\$0.77	\$0.26	\$0.00	\$4.64	\$0.06	\$0.00	\$0.00	\$37.50	\$50.39
4th 1,000 hours	\$27.61	\$6.00	\$0.83	\$0.28	\$0.00	\$4.97	\$0.06	\$0.00	\$0.00	\$39.75	\$53.56
5th 1,000 hours	\$29.45	\$6.00	\$0.88	\$0.29	\$0.00	\$5.30	\$0.06	\$0.00	\$0.00	\$41.98	\$56.71
6th 1,000 hours	\$33.13	\$6.00	\$0.99	\$0.33	\$0.00	\$5.96	\$0.06	\$0.00	\$0.00	\$46.47	\$63.04
Apprentice Lineman	Percent										

1st 1,000 Hours	60.00	\$22.96	\$6.00	\$0.69	\$0.23	\$0.00	\$4.13	\$0.06	\$0.00	\$0.00	\$34.07	\$45.55
2nd 1,000 Hours	65.00	\$24.88	\$6.00	\$0.75	\$0.25	\$0.00	\$4.48	\$0.06	\$0.00	\$0.00	\$36.42	\$48.85
3rd 1,000 Hours	70.00	\$26.79	\$6.00	\$0.80	\$0.27	\$0.00	\$4.82	\$0.06	\$0.00	\$0.00	\$38.74	\$52.13
4th 1,000 Hours	75.00	\$28.70	\$6.00	\$0.86	\$0.29	\$0.00	\$5.17	\$0.06	\$0.00	\$0.00	\$41.08	\$55.43
5th 1,000 Hours	80.00	\$30.62	\$6.00	\$0.92	\$0.31	\$0.00	\$5.51	\$0.06	\$0.00	\$0.00	\$43.42	\$58.72
6th 1,000 Hours	85.00	\$32.53	\$6.00	\$0.98	\$0.33	\$0.00	\$5.86	\$0.06	\$0.00	\$0.00	\$45.76	\$62.02
7th 1,000 Hours	90.00	\$34.44	\$6.00	\$1.03	\$0.34	\$0.00	\$6.20	\$0.06	\$0.00	\$0.00	\$48.07	\$65.29

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

**Ratio :**

1 Journeymen 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.

**Name of Union: Electrical Local 71 Voice Data Video Outside**

**Craft : Voice Data Video Effective Date : 10/18/2017 Last Posted : 10/18/2017**

### Special Calculation Note :

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

**Special Jurisdictional Note :**

**Cable Splicer:** Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of



fiber.

Journeyman Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer/Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

**Name of Union: Elevator Local 45**

**Craft : Elevator Effective Date : 04/04/2012 Last Posted : 04/04/2012**

[illegible]

**Special Calculation Note : Vacation moves to 8% of BHR after 5 years**

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

ASHLAND, CARROLL, COLUMBIANA,  
COSHOCOTON, HARRISON, HOLMES,  
MAHONING, MEDINA, PORTAGE, RICHLAND,  
STARK, SUMMIT, TRUMBULL,  
TUSCARAWAS, WAYNE

### Special Jurisdictional Note :

**Details :**

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

**Name of Union: Glazier Local 1162**

**Craft : Glazier Effective Date : 11/08/2017 Last Posted : 11/08/2017**

**Special Calculation Note : OTHER IS : Supplemental Unemployment Benefits**

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 ASHLAND, CARROLL, COSHOCTON, HOLMES, MEDINA,  
 PORTAGE, RICHLAND, STARK, SUMMIT, TUSCARAWAS,  
 WAYNE

Add \$1.25 per hour for High Pay which is all work that requires the employee be supported by equipment which hangs or depends from the roof of a building or structure including all repelling .

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Ironworker Local 550

Change # : LCN01-2019fbLoc550

Craft : Ironworker Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$28.90		\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$48.72	\$63.17
Apprentice	Percent											
1st 6 months	60.00	\$17.34	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$37.16	\$45.83
2nd 6 months	65.00	\$18.78	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$38.60	\$48.00
3rd 6 months	70.00	\$20.23	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$40.05	\$50.16
4th 6 months	75.00	\$21.67	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$41.49	\$52.33
5th 6 months	80.00	\$23.12	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$42.94	\$54.50
6th 6 months	85.00	\$24.56	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$44.38	\$56.67
7th 6 months	90.00	\$26.01	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$45.83	\$58.83
8th 6 months	95.00	\$27.45	\$7.88	\$8.34	\$0.72	\$0.00	\$2.73	\$0.15	\$0.00	\$0.00	\$47.27	\$61.00

**Special Calculation Note : OTHER IS: JOURNEYMAN UPGRADE AND WELLNESS FUND.**

### Ratio :

4 Journeymen to 1 Apprentice

1 Journeymen to 1 Apprentice, spinning of cable for suspension bridge

1 Journeymen to 1 Apprentice, ornamental work

2 Journeymen to 1 Apprentice, reinforcing work

1 Journeymen to 2 Apprentice, roadway

sinage/sound barrier

\*\*\*the ratio of apprentices to journeymen may be adjusted higher on a job-to job basis with the approval of the business manager and/or business agent.

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

ASHLAND, CARROLL, COLUMBIANA\*,

COSHOCTON, HOLMES\*, HURON,

MAHONING\*, MEDINA\*, PORTAGE\*,

RICHLAND, STARK, SUMMIT\*,

TUSCARAWAS, WAYNE

**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 :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 550 Glass & Curtain Wall

Change # : LCN01-2017fbLoc550

Craft : Ironworker Effective Date : 07/01/2017 Last Posted : 06/28/2017

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Glass & Curtain Wall	\$22.00		\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$36.89	\$47.89
pprentice	Percent											
1st 6 months	60.00	\$13.20	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$28.09	\$34.69
2nd 6 months	65.00	\$14.30	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$29.19	\$36.34
3rd 6 months	70.00	\$15.40	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$30.29	\$37.99
4th 6 months	75.00	\$16.50	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$31.39	\$39.64
5th 6 months	80.00	\$17.60	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$32.49	\$41.29
6th 6 months	85.00	\$18.70	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$33.59	\$42.94
7th 6 months	90.00	\$19.80	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$34.69	\$44.59
8th 6 months	95.00	\$20.90	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$35.79	\$46.24

Special Calculation Note :

Ratio :

Apprentice to 1 Journeymen

Jurisdiction ( \* denotes special jurisdictional note ) :

ASHLAND, CARROLL, COLUMBIANA\*,  
COSHOCOTON, HOLMES, HURON\*, MAHONING\*,  
MEDINA\*, PORTAGE\*, RICHLAND, STARK,  
SUMMIT\*, TUSCARAWAS, WAYNE

**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.

**Name of Union: Labor Local 1015 Building**

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

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

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

1 Journeyman to 1 Apprentice  
4 Journeyman to 1 Apprentice

### Details :

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 # : LCN01-2019fbLoc18zone3

Craft : Operating Engineer Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$37.14		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.34	\$70.91
Class 2	\$37.02		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.22	\$70.73
Class 3	\$35.98		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.18	\$69.17
Class 4	\$34.80		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.00	\$67.40
Class 5	\$29.34		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.54	\$59.21
Class 6	\$37.39		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.59	\$71.28
Class 7	\$37.64		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.84	\$71.66
Class 8	\$38.14		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.34	\$72.41
Class 9	\$38.39		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.59	\$72.78
Apprentice	Percent											
1st Year	50.00	\$18.57	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.77	\$43.06
2nd Year	60.00	\$22.28	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.48	\$48.63
3rd Year	70.00	\$26.00	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.20	\$54.20
4th Year	80.00	\$29.71	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.91	\$59.77
Field Mechanic Trainee												
1st Year	50.00	\$18.57	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.77	\$43.06
2nd Year	60.00	\$22.28	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.48	\$48.63
3rd Year	70.00	\$26.00	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.20	\$54.20
4th Year	80.00	\$29.71	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.91	\$59.77

**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

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

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE,

Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

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 Scrapers; 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 # : LCN01-2019fbLoc18hevhwyl

Craft : Operating Engineer Effective Date : 05/01/2019 Last Posted : 05/01/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$37.14		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.34	\$70.91
Class 2	\$37.02		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.22	\$70.73
Class 3	\$35.98		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.18	\$69.17
Class 4	\$34.80		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.00	\$67.40
Class 5	\$29.34		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.54	\$59.21
Class 6	\$37.39		\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.59	\$71.28
Apprentice	Percent											
1st Year	50.00	\$18.57	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.77	\$43.06
2nd Year	60.00	\$22.28	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.48	\$48.63
3rd Year	70.00	\$26.00	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.20	\$54.20
4th Year	80.00	\$29.71	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.91	\$59.77
Field Mech Trainee Class 2												
1st year	49.85	\$18.51	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.71	\$42.97
2nd year	59.79	\$22.21	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$37.41	\$48.51
3rd year	69.77	\$25.91	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.11	\$54.07
4th year	79.75	\$29.62	\$8.26	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.82	\$59.63

**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); Derricks; 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. Material 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 Insertor/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

**Name of Union: Painter Local 841 Zone II**

**Craft : Painter Effective Date : 11/08/2017 Last Posted : 11/08/2017**

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

CARROLL, COSHOCTON, HOLMES, STARK,  
TUSCARAWAS, WAYNE

### 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.

**Name of Union: Painter Local 841 Zone II**

**Craft : Drywall Finisher Effective Date : 11/08/2017 Last Posted : 11/08/2017**

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

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

3 Journeymen to 1 Apprentice

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.

**Name of Union: Painter Local 841 Zone II Industrial**

**Craft : Painter Effective Date : 11/08/2017 Last Posted : 11/08/2017**

[illegible]



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.

**Name of Union: Painter Local 639**

[illegible]

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

**Special Jurisdictional Note :**

**Details :**

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

## Prevailing Wage Rate Skilled Crafts

**Name of Union: Painter Local 639 (A) Sign**

**Change # : CN01-2009Loc639A**

**Craft : Painter Effective Date : 03/06/2009 Last Posted : 03/06/2009**

[illegible]

**Special Calculation Note :** Apprentice Rates For: Computer Operator, Router, Plastic-Wood Fabricator Vinyl Application

1000 hrs 50% plus (\$4.46 h&w)+(\$1.00 pension)+(\$1.25 apprentice training) + vacation \$0.99  
2000 hrs 55% plus (\$4.46 h&w)+(\$1.00 pension)+(\$1.25 apprentice training) + vacation \$0.37  
3000 hrs 65% plus (\$4.46 h&w)+(\$1.00 pension)+(\$1.25 apprentice training) + vacation \$0.37

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

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
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

[illegible]

**Ratio :**

ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL,  
CHAMPAIGN, CLARK, CLERMONT, CLINTON,  
COLUMBIANA, COSHOCTON, CRAWFORD, DARKE,  
DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE,  
FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK,  
HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON,  
KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON,  
MAHONING, MARION, MERCER, MIAMI, MONTGOMERY,  
MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY,  
PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, TRUMBULL,  
TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE,  
WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

### Details :

Class A: less than 1 year.  
Class B: 1-3 years.  
Class C: 3-10 years.  
Class D: More than 10 years.





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 :**



3 Journeymen to 1 Apprentice

CARROLL, COSHOCTON, HOLMES, KNOX,  
STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

Change # : LCN01-2018fbLoc94

Craft : Plumber/Pipefitter Effective Date : 08/15/2018 Last Posted : 08/15/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Plumber Pipefitter	\$35.28	\$7.48	\$5.49	\$0.72	\$0.00	\$5.55	\$0.19	\$0.00	\$0.00	\$54.71	\$72.35
Apprentice Hired Before 05-01-2017											
1st 6 Months	\$14.11	\$7.48	\$0.00	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$24.26	\$31.32
2nd 6 Months	\$15.88	\$7.48	\$0.00	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$26.03	\$33.97
3rd 6 months	\$17.64	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$28.29	\$37.11
4th 6 Months	\$19.40	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$30.05	\$39.75
5th 6 Months	\$21.17	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$31.82	\$42.40
6th 6 months	\$22.93	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$33.58	\$45.04
7th 6 Months	\$26.46	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$37.11	\$50.34
8th 6 Months	\$28.22	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$38.87	\$52.98
9th 6 Months	\$29.99	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$40.64	\$55.64
10th 6 Months	\$31.75	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$42.40	\$58.28
Apprentice If Hired After 5-01-2017	Percent										
1st Year	40.00	\$14.11	\$7.48	\$0.00	\$0.72	\$0.00	\$2.65	\$0.19	\$0.00	\$25.15	\$32.21

2nd Year	50.00	\$17.64	\$7.48	\$0.50	\$0.72	\$0.00	\$2.64	\$0.19	\$0.00	\$0.00	\$29.17	\$37.99
3rd Year	60.00	\$21.17	\$7.48	\$0.50	\$0.72	\$0.00	\$2.64	\$0.19	\$0.00	\$0.00	\$32.70	\$43.28
4th Year	70.00	\$24.70	\$7.48	\$0.74	\$0.72	\$0.00	\$4.16	\$0.19	\$0.00	\$0.00	\$37.99	\$50.33
5th Year	80.00	\$28.22	\$7.48	\$0.75	\$0.72	\$0.00	\$4.16	\$0.19	\$0.00	\$0.00	\$41.52	\$55.64

**Special Calculation Note :** Other is Industry and 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.

**Details :**

# 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

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Roofer	\$25.30		\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$42.16	\$54.81
HELPERS												
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
Apprentice	Percent											
1st 6 months w 500 hrs	50.00	\$12.65	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$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	\$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	\$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	\$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	\$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	\$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	\$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	\$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 \$.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 :**

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

**Change # : LCN01-2018fbLoc33Akron**

**Craft : Sheet Metal Worker Effective Date : 06/04/2018 Last Posted : 05/25/2018**

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

**Ratio :**

1 Journeymen to 1 Apprentice  
2 Journeymen to 1 Apprentice  
3 Journeymen to 2 Apprentice  
4 Journeymen to 2 Apprentice  
5-7 Journeymen to 3 Apprentice  
8-10 Journeymen to 4 Apprentice  
11-13 Journeymen to 5 Apprentice  
14, 15 Journeymen to 6 Apprentice

and maintaining a three to one apprentice ratio thereafter.

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

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

### Special Jurisdictional Note :



**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.



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 # : LCN01-2019fbLoc669

Craft : Sprinkler Fitter Effective Date : 04/03/2019 Last Posted : 04/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$37.78		\$10.02	\$6.60	\$0.52	\$0.00	\$6.41	\$0.00	\$0.00	\$0.00	\$61.33	\$80.22
Apprentice Indentured after April 1, 2013	Percent											
CILASS 1	46.53	\$17.58	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.85	\$34.64
CLASS 2	51.73	\$19.54	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.81	\$37.59
CLASS 3	56.23	\$21.24	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$39.28	\$49.91
CLASS 4	61.38	\$23.19	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$41.23	\$52.82
CLASS 5	66.58	\$25.15	\$10.02	\$6.60	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$43.44	\$56.02
CLASS 6	71.73	\$27.10	\$10.02	\$6.60	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$45.39	\$58.94
CLASS 7	76.90	\$29.05	\$10.02	\$6.60	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$47.34	\$61.87
CLASS 8	82.08	\$31.01	\$10.02	\$6.60	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$49.30	\$64.80
CLASS 9	87.25	\$32.96	\$10.02	\$6.60	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$51.25	\$67.73
CLASS 10	92.40	\$34.91	\$10.02	\$6.60	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$53.20	\$70.65

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

### Ratio :

1 Journeyman to 1 Apprentice

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

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.

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

Change # : LCON1-2017fbBldgHevHwy

**Craft : Truck Driver Effective Date : 07/05/2017 Last Posted : 07/05/2017**

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

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

3 Journeymen to 1 Apprentice  
per company/project

[http://198.234.41.198/w3/Webwh.nsf/\\$docUniqIDAll/852565B8007..](http://198.234.41.198/w3/Webwh.nsf/$docUniqIDAll/852565B8007..)

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

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

**Craft : Truck Driver Effective Date : 07/05/2017 Last Posted : 07/05/2017**

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

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



3 Journeymen to 1 Apprentice  
per company/project

[http://198.234.41.198/w3/Webwh.nsf/\\$docUniqIDAll/852565B8007..](http://198.234.41.198/w3/Webwh.nsf/$docUniqIDAll/852565B8007..)

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

## **Appendix B**

### **Detailed Specifications**

Project Description: The work entails the following:

- Milling, base stabilization, and two courses of asphalt on Greenmeadow Dr. NW and Schuller Dr. NE.
- On all other streets, the work involves milling and one course of asphalt.
- Storm sewer system of two catch basins and storm sewer conduit will be installed on Greenmeadow Dr. NW.
- Selected residential sump pump laterals will be tied into the storm drain system on Greenmeadow Dr. NW and Hilview Circle Dr. NW Dr. NW.
- In addition, all manholes, valve boxes, and catch basins will be addressed as needed. ADA compliant curb ramps will be installed as needed.

#### **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 2019 Construction and Materials Specifications (CMS) in conjunction with applicable City of Canton standard specifications and project specific specifications included herein.

Exception: CMS 104.02(D), as it pertains to adjustment of unit prices due to the increase or decrease in quantities by greater than 25%, shall not be applicable to this contract.

#### **C. Asphalt Concrete**

Contractor shall submit applicable approved JMF for acceptance by the Engineer prior to use. Associated reports and daily plant production reports shall be submitted. Asphalt delivery tickets shall include JMF number. Contractor must supply the Engineer with applicable tons-to-cubic yard conversion factor, prior to paving.

#### **D. Asphalt Binder Price Adjustment**

This project will comply with CMS 401.20 Asphalt Binder Price Adjustment and ODOT Proposal Note 534.

#### **E. Maintaining Traffic**

Maintenance of traffic shall be the responsibility of the contractor and incidental to the contract price. Temporary traffic control shall conform to all applicable City and State standards.

All streets may be closed to through traffic for the duration of the work. The contractor shall maintain local access to residential and commercial drives. The City will alert property owners of the project prior to construction; however, the contractor shall alert residents and/or businesses as to any interruptions to access and coordinate as necessary. The contractor shall also notify the Engineer of a pending closure of such streets at least three (3) days prior to closure, in order for the Engineer to develop a press release.

The contractor shall be responsible for installation of temporary “No Parking” signs one day prior to paving

operations and their subsequent removal. Signs shall not remain posted on days when no work is to take place (i.e. street is paved more than one day after milling and signs remain posted during the entire period). The City will provide the signs to the contractor. The contractor shall return all signs that are unused or in reusable condition at the completion of the program.

#### **F. Milled Streets**

A milled street shall be paved within 5 calendar days from the time it is milled. Milled streets that remain unpaved for more than 5 calendar days shall be subject to patching of the intermediate course prior to paving, as directed by the Engineer, at the Contractor's expense.

#### **G. Pavement Markings**

The City is responsible for the spotting and installation of pavement markings.

#### **H. Bid Item Notes**

1. Item 202 - Curb and Gutter Removed, As Per Plan

Sections of existing curb and gutter may need to be replaced. The following estimated quantities have been carried to the contract bid tab for use as directed by the Engineer.

202, Curb and Gutter Removed                      100 Feet

2. Item 204 – Proof Rolling, As Per Plan

Proof rolling shall be performed as directed by the Engineer. The intent for the procedure is to determine the stability of the road's base and subgrade on roads which the Engineer deems to have potentially unstable base conditions. Proof rolling shall be performed with the Engineer present. Engineer shall monitor the roadway for rutting and deflections to make determinations on base stability.

The procedure shall be performed using a tandem axel, dual-wheel dump truck. The dump truck shall be loaded to a minimum of 35 tons gross weight. Contractor shall provide proof of weight (i.e. weight ticket).

Payment shall be based on the actual number of hours of proof rolling. The following estimated quantity has been carried to the contract bid tab:

204, Proof Rolling, As Per Plan, 10 Hours

3. Item 206 – Cement Stabilized Subgrade, 12 inches deep, As Per Plan

This item shall be performed per ODOT CMS except that Curing Coat will not be used. Care shall be taken around castings to ensure proper mixing and compaction.

4. Item 206 – Cement

For the purposes of estimating and bidding, a spreading rate of 6% has been used. The actual rate will be determined from the Mixture Design.

5. Item 251 – Partial Depth Pavement Repair

A quantity of this item shall be provided for use as directed by the Engineer. The item shall consist of repairing existing locations exhibiting surface deterioration. Repair shall be performed as follows: Remove existing asphalt base and replace with 3” of Item 448 Asphalt Concrete, Type 2. The asphalt concrete shall be compacted with a Type I pneumatic tire roller and a steel wheel roller as per 401.13.

Unless otherwise directed by the Engineer, this item shall be performed after the completion of pavement planing. It is not the intent to repair every deteriorated area with the project. The Engineer shall determine which areas are to be repaired. Payment shall be based on the actual number of square yards of pavement repair. The following estimated quantity has been carried to the contract bid tab:

251, Partial Depth Pavement Repair, 400 S.Y.

6. Item 253 – Pavement Repair

A quantity of this item shall be provided for use as directed by the Engineer. This item shall consist of cutting and removing deteriorated pavement full and replacing with new material as follows:

Composite brick and composite concrete pavement: Remove brick/concrete and base material up to 12” and replace with like depth of Item 304 Aggregate Base and Item 452 Concrete. Concrete depth shall be 6” minimum and 9” maximum.

Asphalt pavement: Remove existing asphalt base up to 12” and replace with Item 201 Asphalt Concrete Base, PG64-22. The maximum compacted depth of any one lift shall be 6 inches.

Unless otherwise directed by the Engineer, this item shall be performed after the completion of pavement planing. It is not the intent to repair every deteriorated area with the project. The Engineer shall determine which areas are to be repaired. This item may also be used to repair areas on streets that are not part of the paving program. Payment shall be based on the actual number of square yards of pavement removed and replaced to the limits designated by the Engineer. The following estimated quantity has been carried to the contract bid tab:

253, Pavement Repair, 200 S.Y.

7. Item 254 – Pavement Planing, Asphalt Concrete, Variable Depth, 1 ½” Max., as per plan

The contractor shall remove the asphalt to a depth up to 1 ½”. The depth of planing may be constant or varied in order to adjust the cross slope of the road. The depth and cross slope will be determined by the Engineer prior to planing operations.

8. Item 254 – Pavement Planing, Asphalt Concrete, Variable Depth, 4”, as per plan

The contractor shall plane to a depth of 4”. The depth of asphalt may be less than 4” in much of the roadway; however, the 4” depth will be held regardless of material that is being removed. Pavement planing shall be performed prior to subgrade stabilization.

9. Item 301 – Asphalt Concrete Base, PG64-22

The following estimated quantity has been carried to the contract bid tab for use as directed by the Engineer.

301, Asphalt Concrete Base, PG64-22 20 C.Y.

10. Item 304 – Aggregate Base

The following estimated quantity has been carried to the contract bid tab for use as directed by the Engineer.

304, Aggregate Base 10 C.Y.

11. Item 407 – Tack Coat and Item 407 Tack Coat for Intermediate Course

The rate of application of the 407 Tack Coat shall be subject to adjustment as directed by the Engineer. For estimating purposes only, the plan quantities indicate an average application rate of:

407, Tack Coat 0.075 Gal./S.Y.

407, Tack Coat for Intermediate Course 0.04 Gal./S.Y.

12. Item 441 – Asphalt Concrete Intermediate Course, Type 1, (448)

This item shall be installed at a depth of 1 ½” unless otherwise directed by the Engineer. When used as a levelling course, the depth shall be as directed by the Engineer.

The following estimated quantity has been carried to the contract bid tab for use as a levelling course as directed by the Engineer.

441, Asphalt Concrete Intermediate Course, Type 2, (448) 20 C.Y.

13. Item 441 – Asphalt Concrete Surface Course, Type 1, (448), PG70-22M

This item shall be installed at a depth of 1 ½” unless otherwise directed by the Engineer.

14. Item 452 – 6” Non-Reinforced Pavement, As Per Plan

This item shall be per City of Canton Standard Drawing No. 27, Drive Approach with lawnstrip between sidewalk and curb.

15. Item 605 – 4” Shallow Pipe Underdrains, As Per Plan

Underdrains shall be installed within one (1) foot of the face of curb or gutter plate. Care should be taken to not undermine any free-standing curb. The underdrains shall be installed at a sufficient depth as to be below the stabilized subgrade.

16. Item 608 – Curb Ramp, As Per Plan

The construction work on this project will be governed by ODOT CMS, 2019 Item 608. The construction work on this project will also be governed by City Standard Drawing 33, sheets 1 through 4 (ADA Wheelchair Ramp). Payment for Item 608 Curb Ramp, Sq. Ft. will be as shown in the shaded area on City Standard Drawing #33 and includes the cost of the ramp curbing, detectable warnings, landing areas and any additional materials, installation, grading, and finishing required within the shaded area.

17. Item 609 – Combination Curb and Gutter

Sections of existing curb and gutter may need to be replaced. The following estimated quantities have been carried to the contract bid tab for use as directed by the Engineer.

609, Combination Curb and Gutter, Type 2 50 Feet

609, Combination Curb and Gutter, Type 3 50 Feet

18. Item 611, 12” Conduit, Type B, As Per Plan

Pipe shall be per CMS 707.33.

19. Item 611 Adjustments and Reconstructions

All 611 Adjusted to Grade and Reconstructed to Grade items shall include all necessary materials as per the CMS. The City may provide castings. If the Engineer determines that a casting must be replaced and casting is not provided by the City, payment for the casting will be made under Item Special – Miscellaneous Metal.

The following estimated quantities have been carried to the contract bid tab for use as directed by the Engineer.

611, Catch Basin Adjusted to Grade 30 Each

611, Sanitary Manhole Adjusted to Grade 25 Each

611, Storm Manhole Adjusted to Grade 10 Each

611, Catch Basin Reconstructed to Grade 7 Each

611, Sanitary Manhole Reconstructed to Grade 1 Each

611, Storm Manhole Reconstructed to Grade 10 Each

623, Monument Box Adjusted to Grade 2 Each

623, Monument Box Reconstructed to Grade 2 Each

20. Item 611 – (By Type) Manhole Adjusted to Grade

Manhole adjustments shall be made according to Canton City Standard Drawing No. 13.

21. Item 611 – Inlets, As Per Plan

This item shall be per City of Canton Standard Drawing No. 1, Curb Inlet Catch Basin.

22. Item Special – Miscellaneous Metal

Existing Castings may prove to be unsuitable for reuse, as determined by the Engineer. It shall be the Contractor's responsibility to provide the castings of the required type, size, and strength (heavy or light duty) for the particular structure in question. All material shall meet City standards and Item 611 of the CMS and shall have the prior approval of the Engineer.

The following estimated quantity has been carried to the contract bid tab for use as directed by the Engineer.

Special, Miscellaneous Metal 200 Pounds

The contractor is cautioned to use extreme care in the removal, storage and replacement of all existing castings. Castings damaged by the negligence of the contractor, as determined by the Engineer, shall be replaced with the proper new casting at the expense of the contractor.

23. Item 638 - Valve Box Adjusted to Grade

The Canton Water Department is responsible for the adjustment of water valves boxes. The Contractor shall coordinate with the City Water Department on all water valve adjustments.

Canton Water Department  
2664 Harrisburg Rd. N.E.  
Canton, Ohio 44705  
330-489-3315  
Attn: Terry Boylan

If the City Water Department cannot perform the work on any valve boxes that requires adjustment, the Contractor shall make necessary adjustments as directed by the Engineer. The Canton Water Department will provide the necessary castings to the Contractor. Payment for such work will be performed under Item 638 – Valve Box Adjusted to Grade.

The following estimated quantity has been carried to the contract bid tab for use as directed by the Engineer.

638, Valve Box Adjusted to Grade, As per Plan 15 Each

## Signature and Proposal Pages

### Signature Page 2019 Base Stabilization Project

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 **2019 Base Stabilization Project** 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.



GP 1304 2019 Base Stabilization Project

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.

Ref	Item	Item Description	Est. Qty.	Unit	BIDDER			
					Material Unit Price	Labor Unit Price	Total Unit Price	Total Price
1	202	Curb and Gutter Removed, As Per Plan	100.000	Ft.				
2	204	Proof Rolling, As Per Plan	10.000	Hour				
3	206	Cement Stabilized Subgrade, 12 Inches Deep, As Per Plan	10,507.000	S.Y.				
4	206	Cement	326.000	Ton				
5	206	Mixture Design for Chemically Stabilized Soils	2.000	Lump				
6	608	Curb Ramp, As Per Plan	660.000	SF				
7	623	Monument Box Adjusted to Grade	2.000	Each				
8	623	Monument Box Reconstructed to Grade	2.000	Each				
9	638	Valve Box Adjusted to Grade	15.000	Each				
10	605	4" Shallow Pipe Underdrains, As Per Plan	6,920.000	Ft.				
11	611	Catch Basin Adjusted to Grade	30.000	Each				
12	611	Catch Basin Reconstructed to Grade, As Per Plan	7.000	Each				
13	611	Inlets, As Per Plan	2.000	Each				
14	611	Sanitary Manhole Adjusted to Grade	25.000	Each				
15	611	Sanitary Manhole Reconstructed to Grade	1.000	Each				
16	611	Storm Manhole Adjusted to Grade	10.000	Each				
17	611	Storm Manhole Reconstructed to Grade	1.000	Each				
18	611	12" Conduit, Type B (707.33), As Per Plan	288.000	LF				
19	SPEC	Groundwater Drain Line, Complete, City Standard Drawing #24, As Modified	6.000	Each				
20	SPEC	Miscellaneous Metal	200.000	Lb.				
21	251	Partial Depth Pavement Repair	400.000	SY				
22	253	Pavement Repair	200.000	SY				
23	254	Pavement Planing, Asphalt Concrete, 4", As Per Plan	10,507.000	S.Y.				

GP 1304 2019 Base Stabilization Project

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.

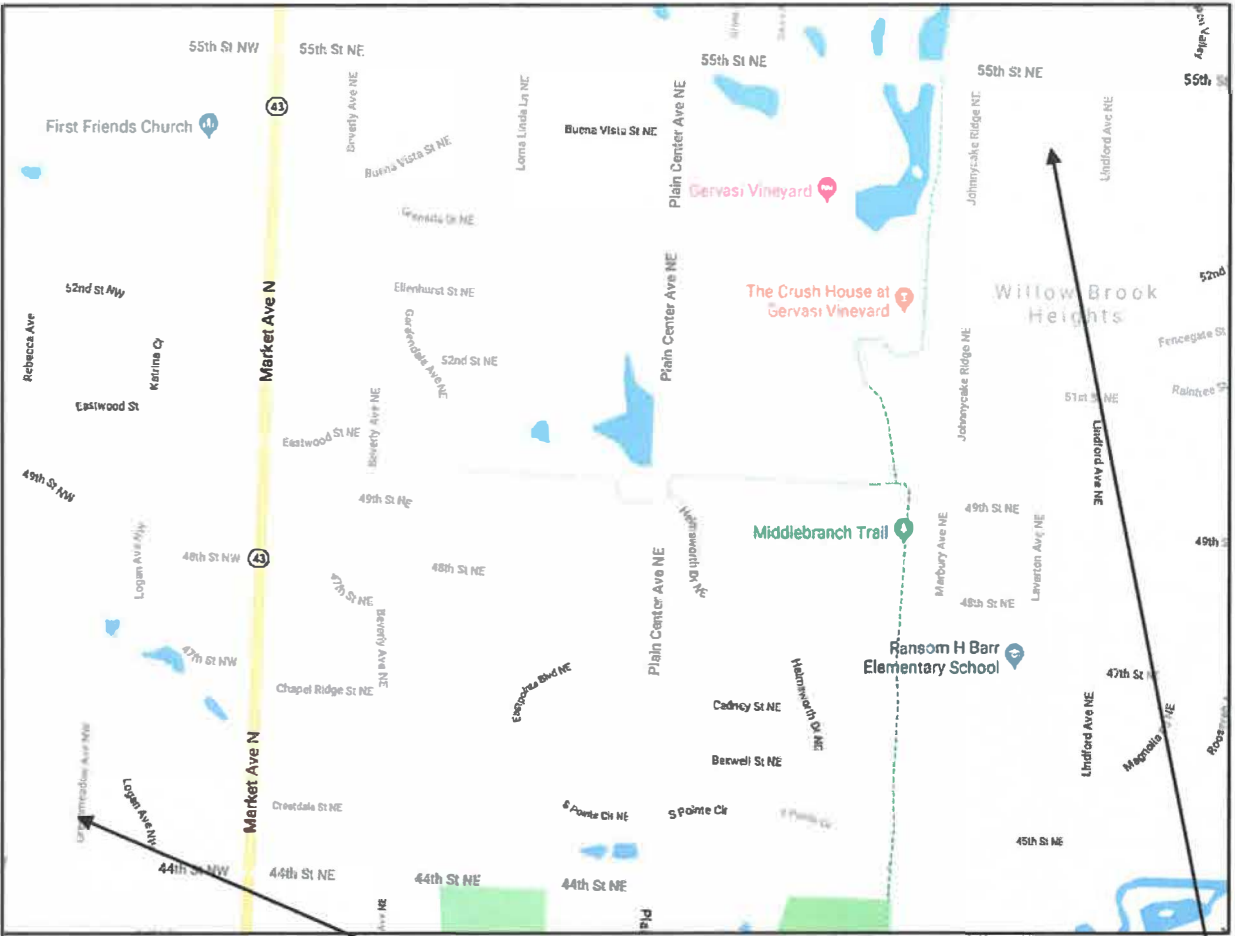
Ref	Item	Item Description	Est. Qty.	Unit	BIDDER			
					Material Unit Price	Labor Unit Price	Total Unit Price	Total Price
24	254	Pavement Planing, Asphalt Concrete, Variable Depth, 1 1/2" Max., As Per Plan	7,674.000	SY				
25	301	Asphalt Concrete Base, PG 64-22	20.000	CY				
26	304	Aggregate Base	10.000	CY				
27	407	Tack Coat, As Per Plan	1,363.575	Gal.				
28	407	Tack Coat for Intermediate Course, As Per Plan	788.025	Gal.				
29	441	Asphalt Concrete Intermediate Course, Type 1, (448)	458.000	C.Y.				
30	441	Asphalt Concrete Surface Course, Type 1, PG70-22M	758.000	C.Y.				
31	452	6" Non-Reinforced Concrete Pavement, As Per Plan	75.000	SY				
32	609	Asphalt Concrete Curb, Type 1	100.000	Ft				
33	609	Combination Curb and Cutter, Type 2	50.000	Ft.				
34	609	Combination Curb and Cutter, Type 3	50.000	Ft				

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

Base Bid Price in Figures: \$ \_\_\_\_\_

Base Bid Price in Words: \$ \_\_\_\_\_

Appendix B



LOCATION MAP  
40°50'44.9"N 81°22'09.8"W (GREENMEADOW)      40°51'30.6"N 81°20'45.4"W (SCHULLER)

2019 BASE STABILIZATION PROJECT  
GP 1304  
CITY OF CANTON  
ENGINEERING DEPARTMENT



PROJECT DESCRIPTION:  
BASE STABILIZATION ON TWO STREETS MILL AND FILL AT  
FIVE CUL-DE-SACS, MILL AND FILL AT ADDITIONAL SIDE STREETS,  
STORM SEWER12", PAVEMENT REPAIR, PAVING, MINOR CONCRETE  
WORK.

**UNDERGROUND UTILITIES**  
CONTACT BOTH SERVICES  
CALL TWO WORKING DAYS  
BEFORE YOU DIG


CALL  
1-800-362-2764  
(TOLL FREE)  
OHIO UTILITIES PROTECTION SERVICE  
NON-MEMBERS  
MUST BE CALLED DIRECTLY

OIL & GAS PRODUCERS UNDERGROUND  
PROTECTION SERVICE CALL: 1-800-925-0988

CANTON CITY STANDARD DRAWINGS

- No. 1
- No. 13
- No. 27
- No. 33
- No. 24

APPROVED  
DATE 5/2/19

  
DANIEL J. MOEGLIN, PE  
CITY ENGINEER

## CITY OF CANTON - 2019 BASE STABILIZATION

## GENERAL SUMMARY

STREET NAME									ITEM	GRAND TOTAL	UNIT	DESCRIPTION
51st St NE	Birk Cir NE	Henton Cir NE	Greenmeadow Ave NW	Hillview Cir NW	Kimberly Cir NE	Pheasant Run Cir NW	Schuller Dr NE	As Directed By Engineer				
												<b>ROADWAY</b>
								100	202	100	Ft.	Curb and Gutter Removed, As Per Plan
								10	204	10	Hour	Proof Rolling, As Per Plan
			3351				7156		206	10507	S.Y.	Cement Stabilized Subgrade, 12 Inches Deep, As Per Plan
			104				222		206	326	Ton	Cement
			1				1		206	2	Lump	Mixture Design for Chemically Stabilized Soils
			240	180	240				608	660	SF	Curb Ramp, As Per Plan
								2	623	2	Each	Monument Box Adjusted to Grade
								2	623	2	Each	Monument Box Reconstructed to Grade
								15	638	15	Each	Valve Box Adjusted to Grade
												<b>DRAINAGE</b>
			2320				4600		605	6920	Ft.	4" Shallow Pipe Underdrains, As Per Plan
								30	611	30	Each	Catch Basin Adjusted to Grade
			2					5	611	7	Each	Catch Basin Reconstructed to Grade, As Per Plan
			2						611	2	Each	Inlets, As Per Plan
								25	611	25	Each	Sanitary Manhole Adjusted to Grade
								1	611	1	Each	Sanitary Manhole Reconstructed to Grade
								10	611	10	Each	Storm Manhole Adjusted to Grade
								1	611	1	Each	Storm Manhole Reconstructed to Grade
			288						611	288	LF	12" Conduit, Type B (707.33), As Per Plan
			5	1					SPEC	6	Each	Groundwater Drain Line, Complete, City Standard Drawing #24, As Modified
								200	SPEC	200	Lb.	Miscellaneous Metal
												<b>PAVEMENT</b>
								400	251	400	SY	Partial Depth Pavement Repair
								200	253	200	SY	Pavement Repair
			3351				7156		254	10507	S.Y.	Pavement Planing, Asphalt Concrete, 4", As Per Plan
1370	908	908		1515	908	2065			254	7674	SY	Pavement Planing, Asphalt Concrete, Variable Depth, 1 1/2" Max., As Per Plan
								20	301	20	CY	Asphalt Concrete Base, PG 64-22
								10	304	10	CY	Aggregate Base
103	68	68	251	114	68	155	537		407	1363.575	Gal.	Tack Coat, As Per Plan
			251				537.025		407	788.025	Gal.	Tack Coat for Intermediate Course, As Per Plan
			297.79			140		20	441	458	C.Y.	Asphalt Concrete Intermediate Course, Type 1, (448)
57	38	38	140	63	38	86	298		441	758	C.Y.	Asphalt Concrete Surface Course, Type 1, PG70-22M
			75						452	75	SY	6" Non-Reinforced Concrete Pavement, As Per Plan
								100	609	100	Ft	Asphalt Concrete Curb, Type 1
								50	609	50	Ft.	Combination Curb and Cutter, Type 2
								50	609	50	Ft	Combination Curb and Cutter, Type 3



0 30 60 120  
Feet

LOGAN AVE NW

44TH ST NW

44TH ST NW

HILLVIEW CIR NW

GREENMEADOW AVE NW

LOGAN AVE NW

Prop. CB#2  
"Curb Inlet CB"  
(City Std. Dwg. No. 1)  
Knock-out panel on N side  
Prop. F.L. 12"(N) = near  
bottom of CB  
Depth = 4.5'  
Prop. F.L. 12"(E) = 3.6' deep  
Tie in sump discharge #5

Prop. 28'-12" HDPE  
@ min. 0.50%

Prop. 260'-12" HDPE  
@ 1.67% ±

Prop. CB#1  
"Curb Inlet CB"  
(City Std. Dwg. No. 1)  
Depth = 3'  
Prop. F.L. 12"(W) = 2.75' deep  
Tie in sump discharge #6  
to back of CB.


Reconstruct Existing  
Curb Inlet CB to grade  
(Exist. Brick CB)

Existing Storm MH  
Depth = 4.5' ±  
Top/Grate = 1147.9 ±  
F.L. 18"(N) = 1143.4 ±  
Prop. F.L. 12"(S) = 1143.4 ±

Reconstruct Existing  
Square top CB to grade  
(Exist. Brick CB)

Replace drive approach  
(4508 Greenmeadow)

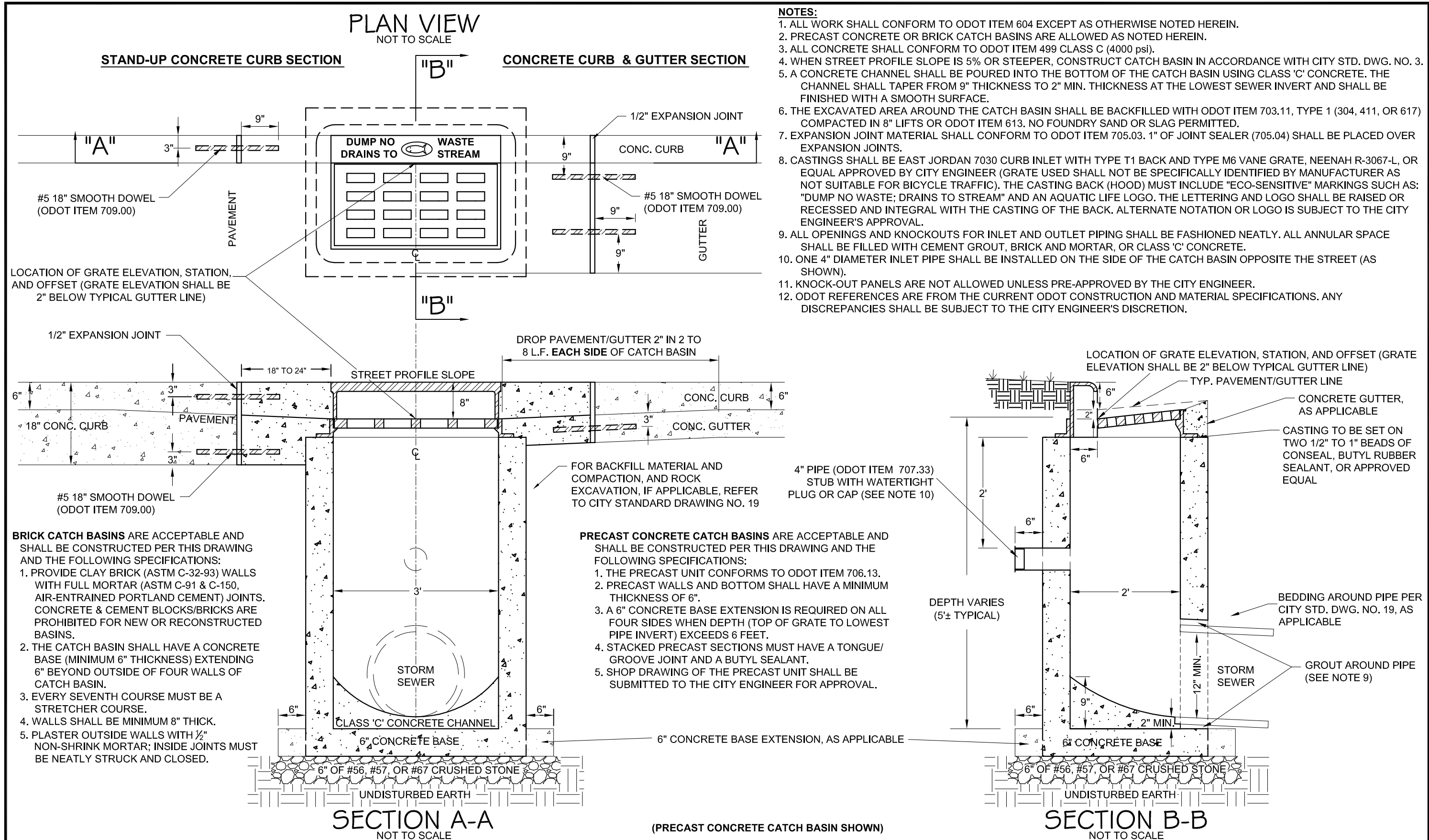
Replace sections of  
curb + gutter as directed  
by City Engineer

There are 6 sump pump  
discharge lines denoted  
by   
Tie in #'s 1, 2, 3, & 4 directly  
to existing/proposed storm  
sewer.  
Tie in #'s 5 & 6 to back of  
proposed CB's 1 & 2.  
Per City Std. Dwg. No. 24, as  
modified.

1 inch = 60 feet







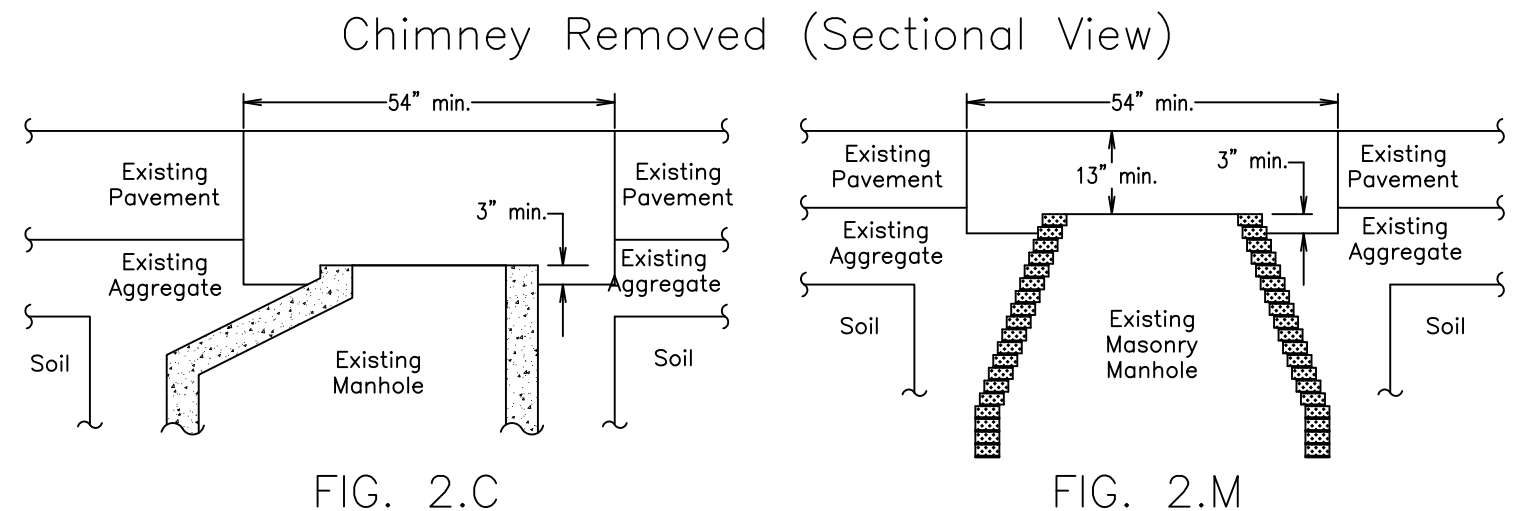
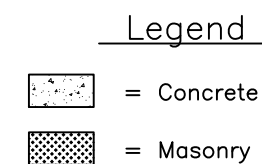
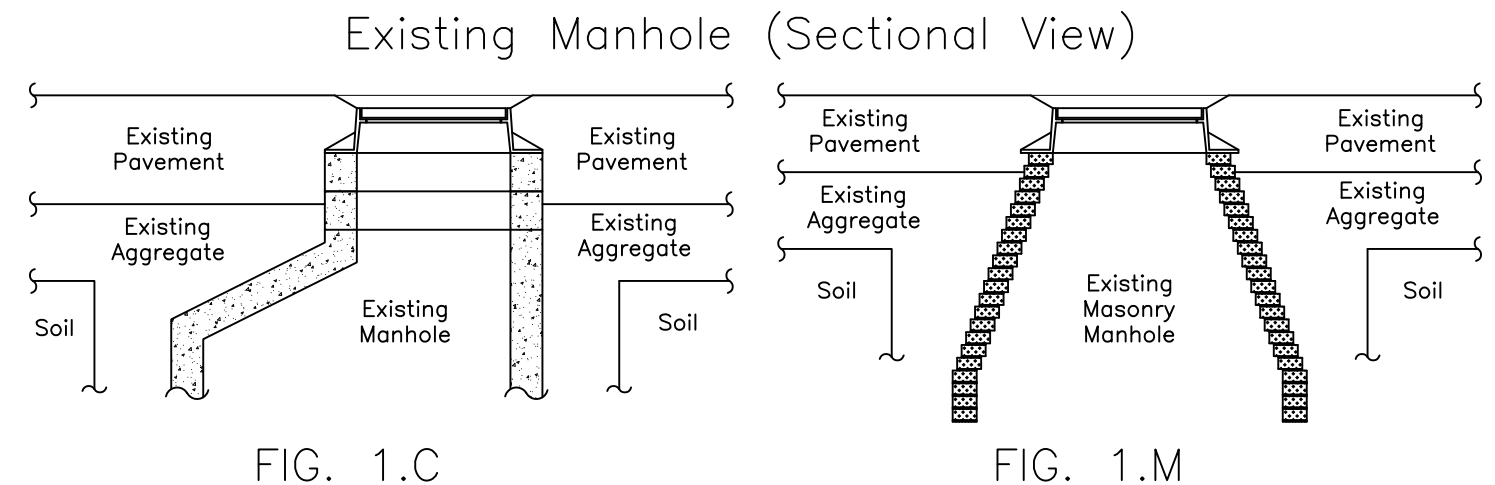
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**CANTON, OHIO**  
DANIEL J. MOEGLIN, P.E., CITY ENGINEER  
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: MAR. 2012
APPROVED BY: CDB, RMB, SLH
DRAWING FILE NAME: ce_01.dwg

REVISIONS		
DESCRIPTION	DATE	BY

**STANDARD DRAWING NO. 1**  
**CURB INLET CATCH BASIN**  
SHEET 1 OF 1

1. CUT AND REMOVE THE ASPHALT PAVEMENT, AROUND THE EXISTING MANHOLE CASTING, IN A CIRCULAR FASHION WITH A MINIMUM DIAMETER OF 54" AND CENTERED ABOUT THE FRAME. DISPOSE OF ALL ASPHALT, CONCRETE, BRICK AND ROAD DEBRIS.
2. REMOVE THE CASTING (MANHOLE RIM AND COVER) FROM THE TOP OF THE MANHOLE. INSPECT THE RIM AND COVER FOR DEFECTS. IF DEFECTS ARE PRESENT, REPLACE WITH NEW RIM/COVER AS NEEDED. IF DEFECTS ARE NOT PRESENT, CLEAN & RETAIN FOR USE IN RECONSTRUCTION.
3. CONCRETE MANHOLE  
REMOVE ALL ADJUSTING RINGS TO THE TOP OF THE CONCRETE CONE. DISPOSE OF THIS MATERIAL  
MASONRY MANHOLE  
REMOVE MASONRY TO THE LEVEL SPECIFIED IN FIG. 2.M. DISPOSE OF THIS MATERIAL.
4. REMOVE ALL AGGREGATE AROUND THE MANHOLE THAT HAS BEEN EXPOSED BY THE ASPHALT REMOVAL AND DISPOSE OF THIS AGGREGATE. THE AGGREGATE MUST BE REMOVED TO A MINIMUM OF 3" BELOW THE LEVEL OF THE TOP OF THE CONCRETE CONE/REMAINING MASONRY.
5. CONCRETE MANHOLE  
CLEAN AND INSPECT THE TOP SURFACE OF THE CONCRETE CONE SECTION. THE SURFACE SHOULD BE SMOOTH AND FREE OF BUMPS AND PITS THAT MAY PREVENT A GOOD WATER TIGHT SEAL. GRIND THE SURFACE AS NEEDED TO REMOVE PROTRUSIONS. UTILIZE COMPRESSED AIR TO BLOW DUST AND DEBRIS FROM THE SURFACE AFTER GRINDING. UTILIZE A HYDRAULIC CEMENT, ACCORDING TO MANUFACTURERS RECOMMENDATIONS, TO FILL IN DEPRESSIONS.  
MASONRY MANHOLE  
CLEAN AND INSPECT THE TOP SURFACE OF THE MASONRY. THE SURFACE MUST BE STRUCTURALLY SOUND. UTILIZE COMPRESSED AIR TO BLOW DUST AND DEBRIS FROM THE SURFACE. THE ENGINEER SHALL INSPECT THE MASONRY MANHOLE FOR STRUCTURAL INTEGRITY.
6. BRING THE AREA AROUND THE CONE/MASONRY BACK TO FLUSH WITH THE TOP OF THE MASONRY USING ODOT 703.01 #57 AGGREGATE.



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APPROVED DATE: APRIL 2015

APPROVED BY: NJL

DRAWING FILE NAME: **ce\_13.dwg**

REVISIONS

DESCRIPTION

DATE

BY

**STANDARD DRAWING NO. 13**  
**MANHOLE ADJUSTMENTS**  
SHEET 1 OF 2

7. APPLY MORTAR TO THE TOP OF THE MASONRY AND IMMEDIATELY INSTALL A CONCRETE COLLAR/ADJUSTING RING (2" MIN. THICKNESS) ON TOP OF THE MORTAR. THE CONCRETE COLLAR/ADJUSTING RING MUST HAVE AN INSIDE DIAMETER OF 24 INCHES. THE OUTSIDE DIAMETER MUST BE SUCH THAT THERE IS A MINIMUM OF 3 INCHES OF THE CONCRETE COLLAR/ADJUSTING RING BEARING ON MASONRY ALL THE WAY AROUND THE MANHOLE. (MASONRY MANHOLES ONLY)
8. A PVC PIPE SHALL BE USED AS A CHIMNEY LINER (SEE CHIMNEY LINER SPECIFICATIONS) AND MUST BE CUT TO THE EXACT PROFILE OF THE ROAD IN ALL DIRECTIONS SUCH THAT WHEN THE MANHOLE RIM AND COVER ARE RESTING ON TOP OF THE LINER, THE TOP OF THE CASTING SHALL BE EXACTLY 0.25" BELOW FLUSH WITH THE PAVEMENT SURFACE IN ALL DIRECTIONS.
9. THE LINER SHALL BE MARKED IN SUCH A WAY, UPON COMPLETION OF THE CUTTING PROCESS, THAT ROTATION DOES NOT OCCUR, WHICH COULD BE DETRIMENTAL TO THE END PRODUCT. THE TOP AND/OR BOTTOM OF THE LINER SHALL ALSO BE MARKED TO PREVENT THE LINER FROM BEING INSTALLED UP SIDE DOWN, WHICH COULD BE DETRIMENTAL TO THE END PRODUCT.
10. APPLY A LIBERAL AMOUNT OF SEALANT TO THE BOTTOM OF THE LINER AND SET IN PLACE ON TOP OF THE CONCRETE COLLAR/ADJUSTING RING WHILE MAKING SURE IT IS PROPERLY ALIGNED. THIS WILL CREATE A WATER TIGHT SEAL BETWEEN THE LINER AND THE CONCRETE COLLAR/ADJUSTING RING.
11. APPLY A LIBERAL AMOUNT OF SEALANT TO THE TOP OF THE LINER. SET THE MANHOLE RIM CASTING ON THE LINER WHILE MAKING SURE IT IS PROPERLY ALIGNED. THIS WILL CREATE A WATER TIGHT SEAL BETWEEN THE LINER AND THE MANHOLE RIM CASTING.
12. PLACE THE MANHOLE LID ON THE RIM CASTING TO LESSEN THE POSSIBILITY OF DEBRIS ENTERING THE MANHOLE.
13. PLACE EPOXY COATED #3 REBARS AS SHOWN IN FIG. 3.C & 3.M. THE CIRCULAR SHAPED REBARS SHALL HAVE A 6" MINIMUM OVERLAP.
14. APPLY WATERSTOP AS SHOWN IN FIG. 3.C & 3.M AND SPECIFIED IN THIS STANDARD DRAWING. THIS WILL ADD AN ADDITIONAL WATER TIGHT SEAL WHERE THE LINER MEETS THE CONCRETE COLLAR/ADJUSTING RING.
15. UTILIZE ODOT-CLASS C CONCRETE WITH BLACK DYE TO CAST A CONCRETE COLLAR AROUND THE RIM CASTING AND LINER. THE SURFACE OF THE CONCRETE SHALL BE FINISHED FROM FLUSH WITH THE PAVEMENT TO FLUSH WITH THE RIM CASTING. THE EDGE OF THE CONCRETE SHALL BE ROUNDED (1/4" RADIUS) WHERE IT MEETS THE ASPHALT. THIS WILL CREATE A SMALL GROOVE FOR A JOINT SEALER AT THIS LOCATION.
16. FILL THE GROOVE WITH A COLD POUR CRACK SEALER. THIS WILL PREVENT WATER FROM ENTERING THE CIRCULAR SEAM WHERE THE CONCRETE COLLAR MEETS THE ASPHALT.
17. APPLY AN ACRYLIC POLYMER CONCRETE CURING AND SEALING COMPOUND TO THE SURFACE OF THE CONCRETE COLLAR.
18. BARRICADE THE AREA AROUND THE CONCRETE TO PROTECT IT UNTIL THE CONCRETE ATTAINS A MODULUS OF RUPTURE OF 400 POUNDS PER SQUARE INCH. A CHEMICAL ADMIXTURE THAT ACTS AS A CONCRETE ACCELERATOR MAY BE USED TO SPEED UP THE PROCESS IF THE ROADWAY NEEDS TO BE OPENED SOONER.
19. IN ORDER TO MINIMIZE INCONVENIENCE TO MOTORISTS, THE CONTRACTOR PERFORMING THE WORK DESCRIBED IN THIS SPECIFICATION MUST BE CAPABLE OF PERFORMING ALL OF BOTH STEPS OF THIS SPECIFICATION IN 1.5 HOURS OR LESS.
20. THE CONTRACTOR SHALL WARRANT THE RECONSTRUCTED MANHOLE CHIMNEY TO BE LEAK FREE AND STRUCTURALLY SOUND FOR A MINIMUM OF 5 YEARS FROM THE DATE OF RECONSTRUCTION.

Chimney Reconstruction (Sectional View)

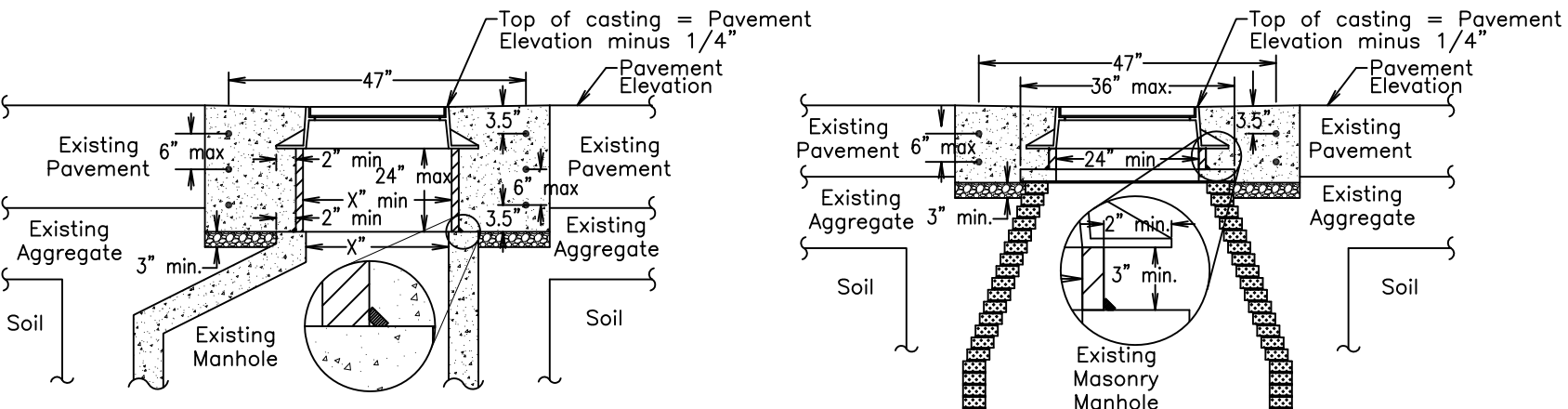


FIG. 3.C

FIG. 3.M

Legend

- Concrete
- Epoxy Coated #3 Rebar
- PVC pipe
- ODOT #57 Aggregate
- Waterstop
- Masonry

CHIMNEY LINER SPECIFICATIONS:

THE CHIMNEY LINER MUST BE MADE FROM POLYVINYL CHLORIDE COMPOUNDS WHICH COMPLY WITH THE REQUIREMENTS FOR A MINIMUM CELL CLASSIFICATION OF 12364 AS DEFINED BY ASTM D-1784.

THE CHIMNEY LINER MUST ALSO MEET ALL THE FOLLOWING PHYSICAL REQUIREMENTS:

PIPE STIFFNESS – MINIMUM PIPE STIFFNESS SHALL BE 46 PSI WHEN TESTED IN ACCORDANCE WITH ASTM D-2412

IMPACT RESISTANCE – NO VISUAL CRACKING OR SPLITTING OF THE WATERWAY WALL SHALL BE EVIDENCED WHEN TESTED IN ACCORDANCE WITH ASTM D-2444 WITH A 20 LB. WEIGHT, TUP B, FLAT PLATE HOLDER B TO A LEVEL OF 220 FT. LBS.

FUSION QUALITY – THERE SHALL BE NO SIGN OF FLAKING OR DISINTEGRATION WHEN IMMersed IN ANHYDROUS ACETONE FOR 20 MINUTES AS DESCRIBED IN ASTM D-2152.

DUCTILITY – THERE SHALL BE NO EVIDENCE OF CRACKING OR SPLITTING WHEN PIPE IS FLATTENED IN A CIRCUMFERENTIAL ORIENTATION BETWEEN TWO FLAT PLATES BY SIXTY PERCENT (60%) OF THE ORIGINAL DIAMETER.

AIR TIGHTNESS – EACH LENGTH OF PIPE SHALL PASS A FACTORY 3.5 PSI AIR TEST AS DESCRIBED IN ASTM F-1803.

WATERSTOP SPECIFICATIONS:

THE WATERSTOP MUST MEET ALL OF THE FOLLOWING PHYSICAL REQUIREMENTS:

SPECIFIC GRAVITY – SHALL BE 1.55 +/- 5% WHEN TESTED IN ACCORDANCE WITH ASTM D-71.

VOLATILE MATTER – SHALL NOT EXCEED 1% WHEN TESTED IN ACCORDANCE WITH ASTM D-6.

APPLICATION TEMPERATURE – MUST BE ABLE TO BE APPLIED FROM -10 DEGREES F TO 125 DEGREES F AS A MINIMUM.

SERVICE TEMPERATURE – MUST BE ABLE TO FUNCTION PROPERLY IN SERVICE FROM -30 DEGREES F TO 180 DEGREES F AS A MINIMUM.



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APPROVED DATE: APRIL 2015

APPROVED BY: NJL

DRAWING FILE NAME: ce\_13.dwg

REVISIONS

DESCRIPTION

DATE

BY

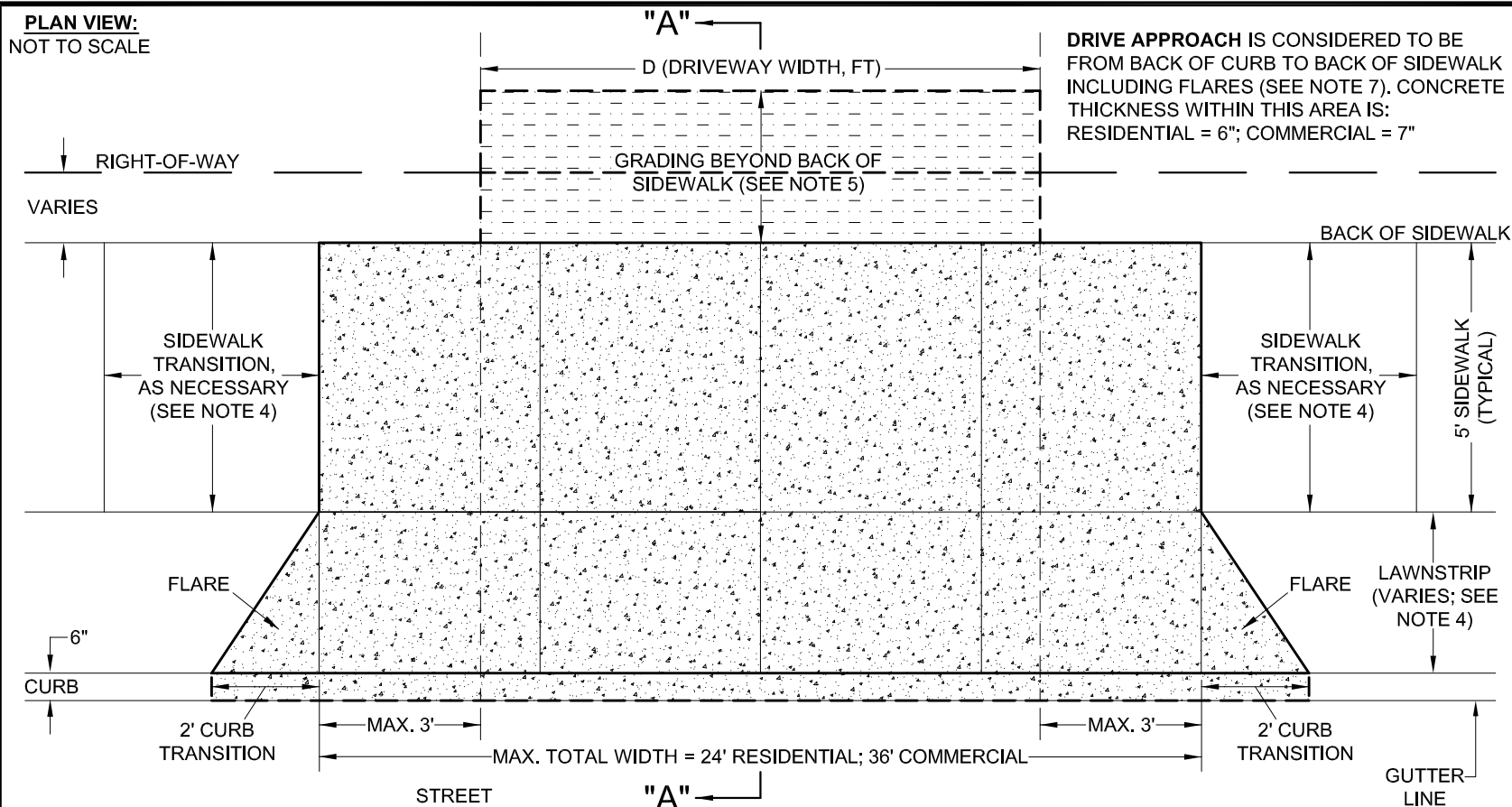
STANDARD DRAWING NO. 13

MANHOLE ADJUSTMENTS

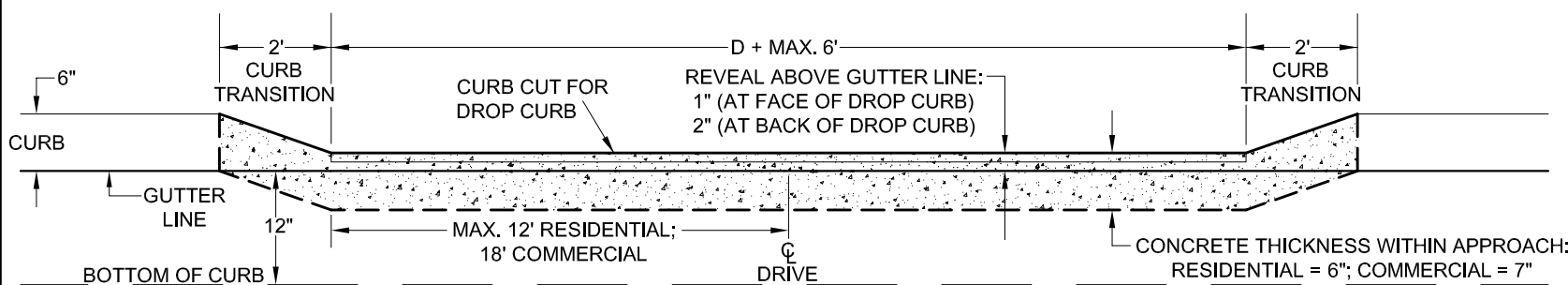
SHEET 2 OF 2



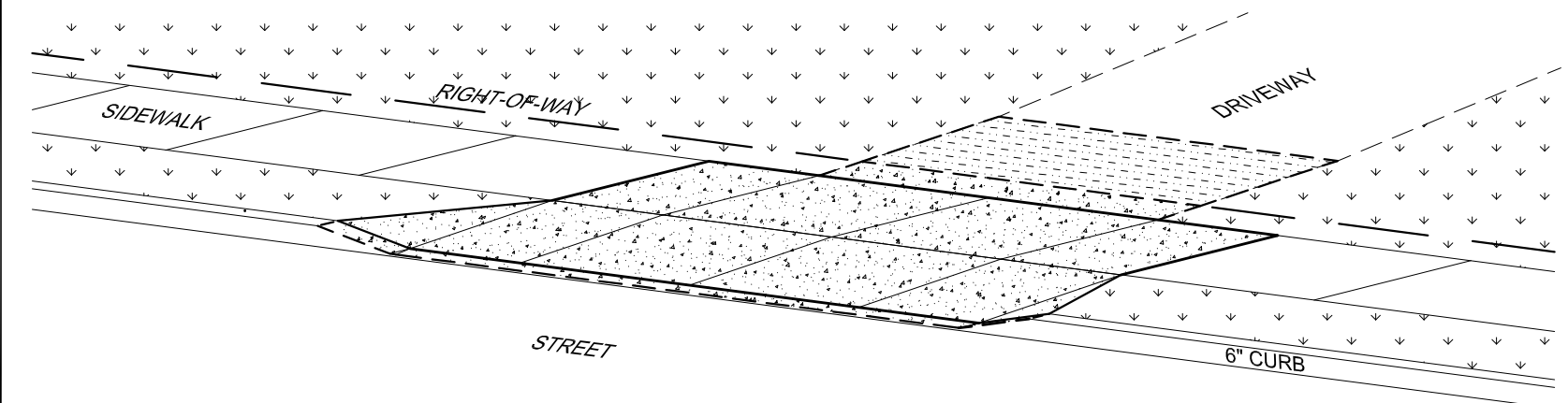
PLAN VIEW:  
NOT TO SCALE



PROFILE VIEW (ALONG CURB):  
NOT TO SCALE



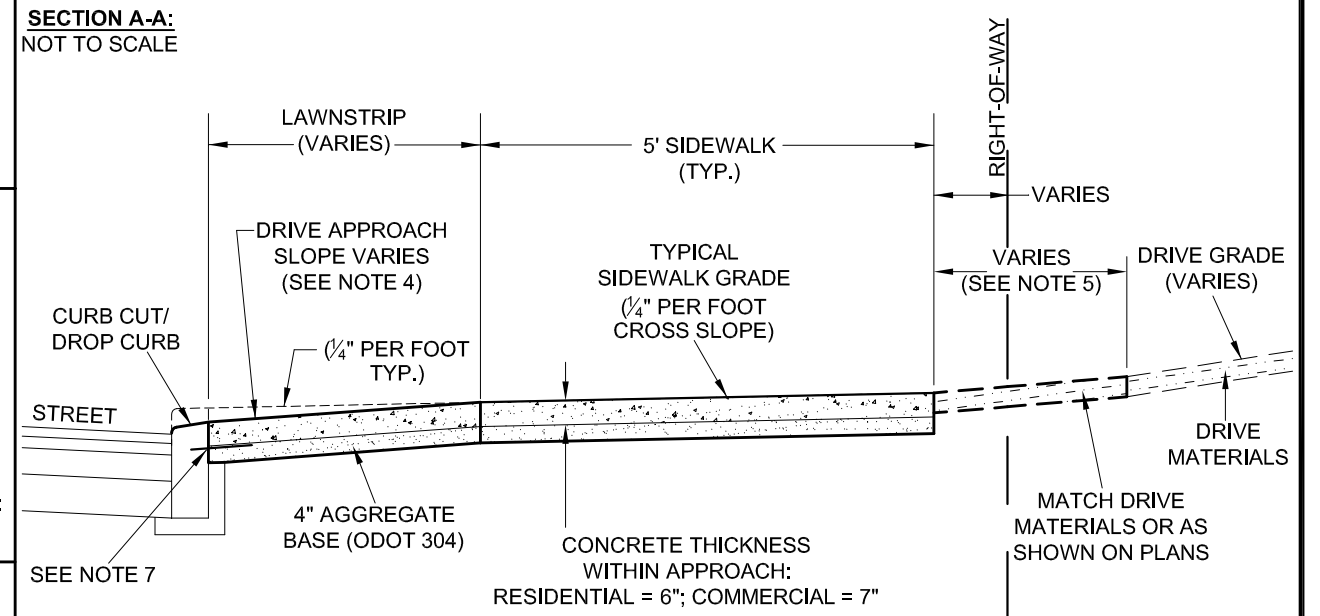
ISOMETRIC VIEW:  
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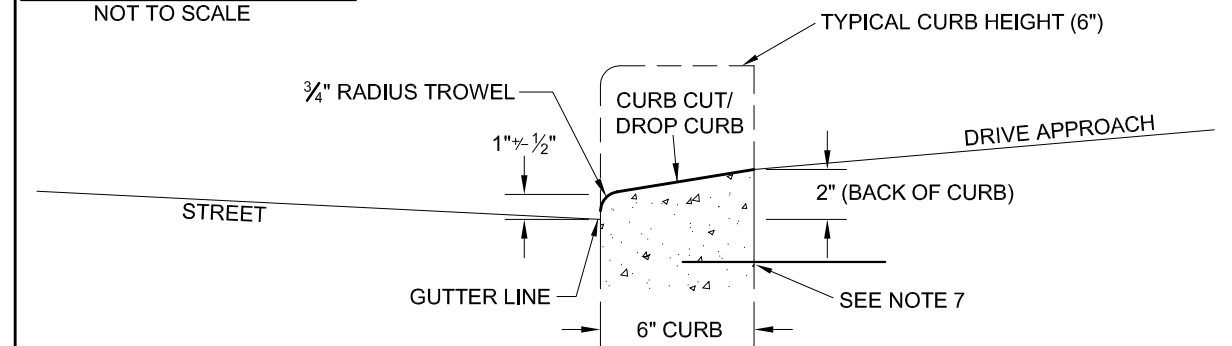
NOTES:

1. SIDEWALKS, CURBS, AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
2. ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY'S ENGINEER'S DISCRETION.
3. ALTERNATIVE DESIGNS MAY BE APPROVED OR REQUIRED BY THE CITY ENGINEER FOR COMMERCIAL DRIVES.
4. WHEN LAWNSTRIP WIDTH IS LESS THAN 3 FEET, LOWER THE DRIVE APPROACH/SIDEWALK PROFILE SO THAT DRIVE APPROACH CROSS SLOPE IS CONSTANT  $\frac{1}{4}$ " PER FOOT FROM BACK OF CURB TO BACK OF SIDEWALK. CONSTRUCT SIDEWALK TRANSITIONS WITH A MAXIMUM 12:1 LONGITUDINAL SLOPE (PARALLEL TO STREET).
5. GRADE AS APPROPRIATE OR IN ACCORDANCE WITH PLANS TO PROVIDE ADEQUATE TRANSITION TO DRIVEWAY AND YARD. FOR CITY PROJECTS, DRIVE MATERIALS AND BUILDUP SHALL MATCH EXISTING. GRADING AND MATERIALS SHALL BE PAID UNDER APPROPRIATE DRIVE RESTORATION ITEMS, ETC.
6. FOR CITY PROJECTS AND REIMBURSEMENT PROGRAM, DRIVE APPROACH PAY LIMITS SHALL CORRESPOND WITH DRIVE APPROACH LIMITS AS INDICATED HEREIN. IF SIDEWALK TRANSITIONS ARE CONSTRUCTED (SEE NOTE 5), PAY LIMITS SHALL BE EXTENDED TO INCLUDE THE COST OF THE SIDEWALK TRANSITIONS. DRIVE APPROACHES AND PAY LIMITS DO NOT INCLUDE ANY CONCRETE PORTIONS OF DRIVE BEYOND BACK OF SIDEWALK OR ANY OTHER WORK NOT DIRECTLY RELATED TO THE CONSTRUCTION OF THE DRIVE APPROACH. THE COSTS ASSOCIATED WITH EXCAVATION, FORMING, GRADING, AND RESTORATION DIRECTLY RELATED TO THE DRIVE APPROACH AS WELL AS THE COSTS FOR THE CURB CUT/DROP CURB ARE INCIDENTAL TO THE COST OF THE DRIVE APPROACH.
7. CONNECT APRON TO CURB WITH DOWELS OR WIRE MESH. REFER TO CITY STANDARD DRAWING NO. 29 FOR DRIVE APPROACHES WITH SIDEWALK AGAINST CURB.
8. PLACE  $\frac{1}{2}$ " EXPANSION JOINTS AGAINST EXISTING CONCRETE DRIVES AND WALKS, BUILDING WALLS, AND OTHER FIXED OBJECTS.
9. WHEN THE LOCATION OF THE DRIVE APPROACH IS UNKNOWN AT THE TIME OF CURB CONSTRUCTION, THE DROP MAY BE SAW-CUT WITH THE CITY ENGINEER'S APPROVAL.
10. ANY MODIFICATIONS TO THESE STANDARDS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

SECTION A-A:  
NOT TO SCALE



SECTION VIEW OF DROP CURB:  
NOT TO SCALE



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CANTON, OHIO  
DANIEL J. MOEGLIN, P.E., CITY ENGINEER  
2436 30th St. NE 44705 : 330-489-3381 : [www.cantonohio.gov/engineering](http://www.cantonohio.gov/engineering)

APPROVED DATE: MAR. 2012

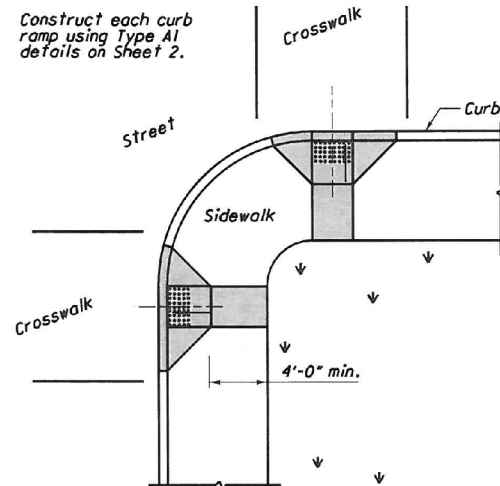
APPROVED BY: CDB, RMB

DRAWING FILE NAME: ce\_28.dwg

REVISIONS

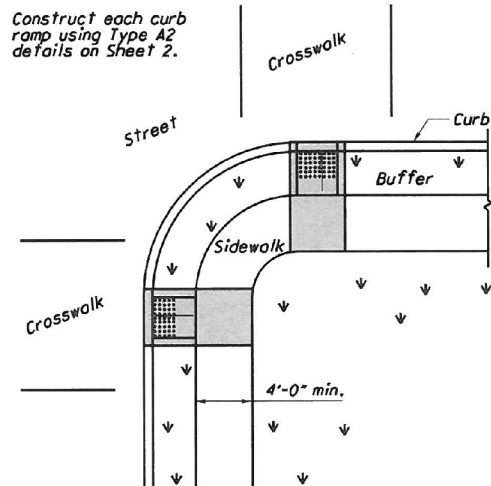
DESCRIPTION	DATE	BY
NOTE MODIFICATIONS	4/10/12	CDB
NOTE 7 MODIFICATIONS	8/15/2017	RMB

**STANDARD DRAWING NO. 27**  
**DRIVE APPROACH**  
WITH LAWNSTRIP BETWEEN SIDEWALK & CURB  
SHEET 1 OF 1



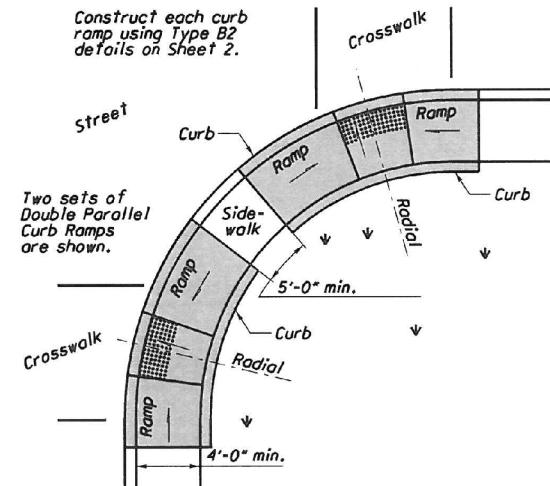
Use curb ramps with flared sides at locations with wide sidewalks.

PERPENDICULAR CURB RAMPS



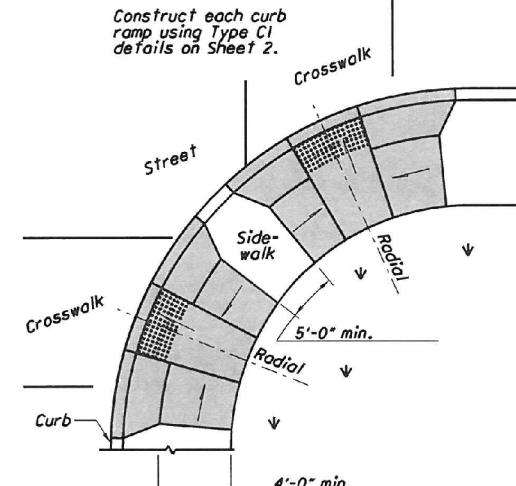
Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.

PREFERRED CONSTRUCTION PLACEMENT



Place on streets having wide turning radius and where sidewalks are narrow.

PARALLEL CURB RAMPS



Curb ramp placement where streets have wide turning radius, and sufficient sidewalks width.

COMBINATION CURB RAMPS

# NOTES

**GENERAL:** This drawing shows curb ramp types details and placement examples for curb ramp construction, including the installation of detectable warnings.

Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combined types as specified to be constructed in the locations shown on the project plans.

Curb ramps added to an existing intersection or walk should be individually detailed on the project plans to assure that the design is appropriate for site constraints and all items can be constructed to ADA standards. The contractor may adjust the placement of curb ramps if existing field conditions warrant with the approval of the Engineer.

**DETECTABLE WARNINGS:** Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

**DRAINAGE:** Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding 1/8" between the pavement and gutter, and 2" gutter and ramp, are not allowed.

**SURFACE TEXTURE:** Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

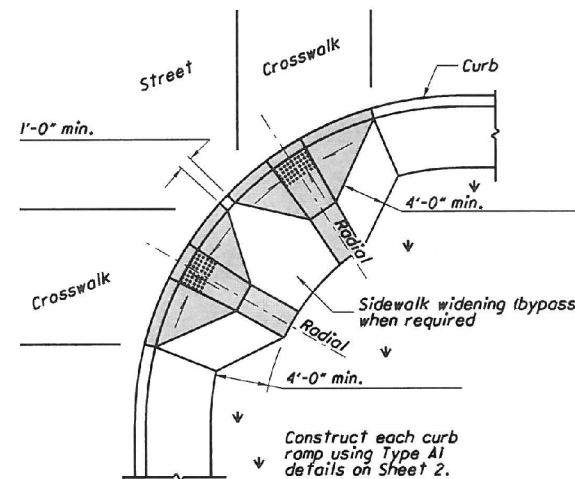
**JOINTS:** Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/2" Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.

**PAYMENT:** Measure and pay for the ramp area within the shaded limits of this drawing as Item 608 Curb Ramp, Square Foot. This includes the cost of the ramp curbing, detectable warnings, landing areas and any additional materials, installation, grading, forming, and finishing required within the shaded area.

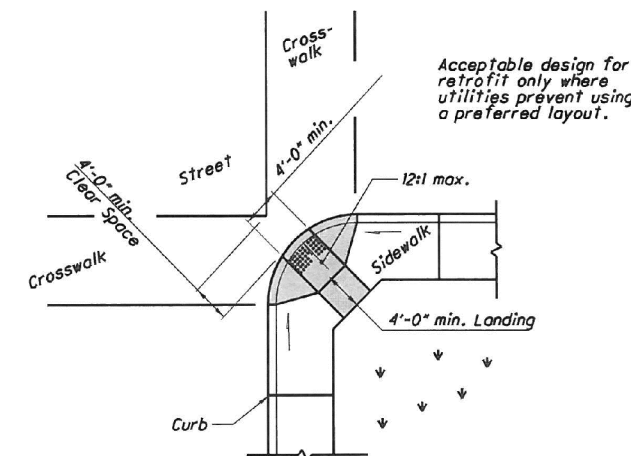
Work beyond the shaded ramp/landing area is paid for as curb (609) and walk (608). Removal of existing curb, walk (or existing curb ramps) are paid under Item 202.

For at-grade crossing locations where only detectable warnings are required in order to achieve ADA compliance, measure and pay for the strip of detectable warnings as Item 608 Detectable Warning, Square Foot. The work to cast the tiles in place will also require removal of existing pavement (Item 202) to the nearest joint, or if no joint exists, a minimum of 4 feet.

Acceptable design on corners with wide turning radius where user is able to maneuver within crosswalk limits so as not to encroach into adjacent traveled lanes.



PERPENDICULAR RAMPS



Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal Type D ramp may be constructed as either a Perpendicular, Parallel or Combination curb ramp type. Avoid using where curb radii are less than 20'-0".

DIAGONAL RAMP (Type D)

ACCEPTABLE CONSTRUCTION PLACEMENT

THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.

STANDARD ROADWAY CONSTRUCTION DRAWING  
NEW CURB RAMPS  
(with Detectable Warnings)

SD NUMBER  
BP-7.1

1 / 3

STATUS  
ENGINEER  
M. Blum

OFFICE OF  
ROADWAY  
ENGINEERING

STATE OF OHIO DEPARTMENT OF TRANSPORTATION  
10-15-10  
DATE  
ADMINISTRATOR

THE CITY'S STANDARD WHEEL CHAIR RAMP IS THE ODOT BP-7.1 WITH THE MODIFICATIONS NOTED.  
SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.



OFFICE OF THE CITY ENGINEER  
CANTON, OHIO  
DANIEL J. MOEGLIN, P.E., CITY ENGINEER  
2436 30th St. NE 44705 : 330-489-3381 : [www.cantonohio.gov/engineering](http://www.cantonohio.gov/engineering)

APPROVED DATE: MAY 2012

APPROVED BY: RMB

DRAWING FILE NAME: ce\_33.dwg

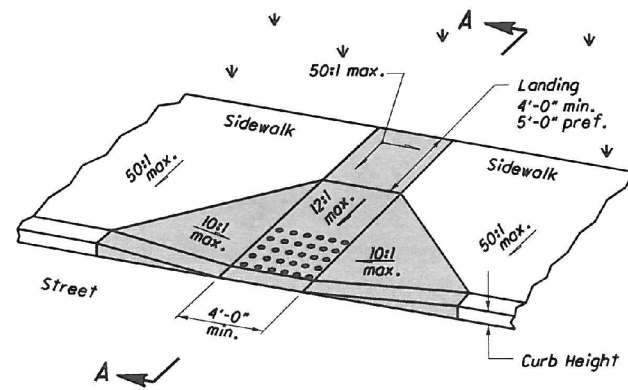
## REVISIONS

DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB
WET PANELS PRIMARY DOME MAT	JAN 2015	RMB

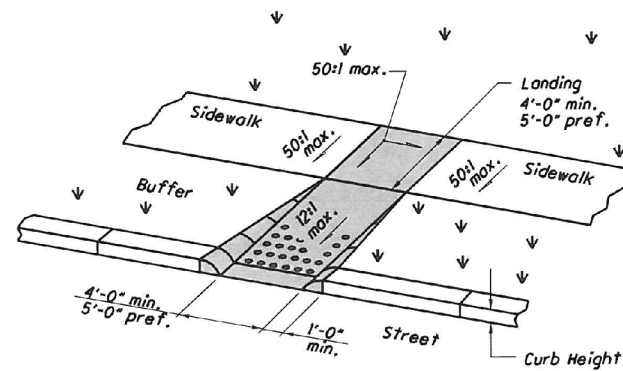
STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP

SHEET 1 OF 4

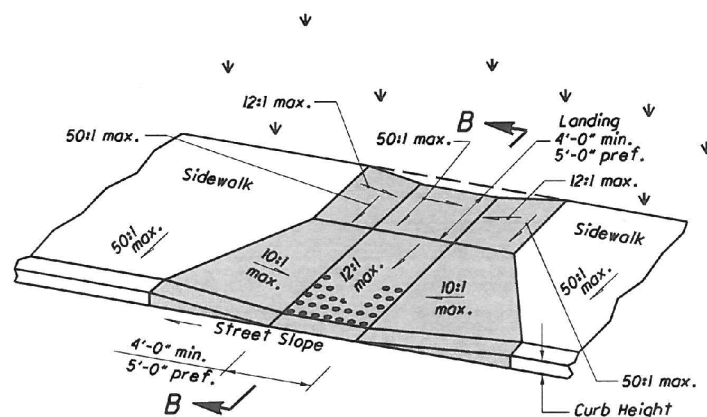


Type A1 (Perpendicular with flared sides)

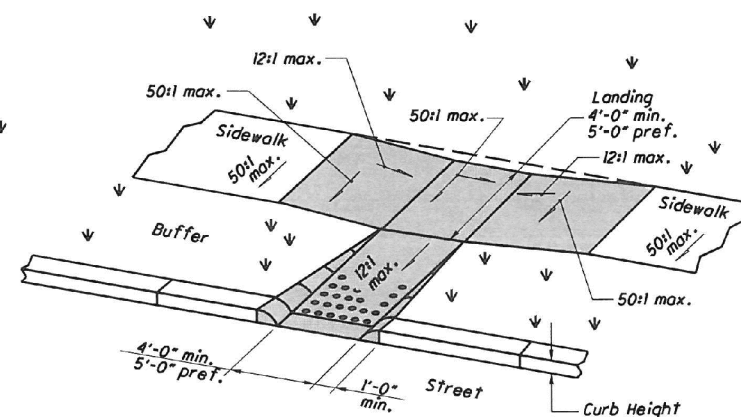


Type A2 (Perpendicular with returned curb)

PERPENDICULAR CURB RAMP DETAILS

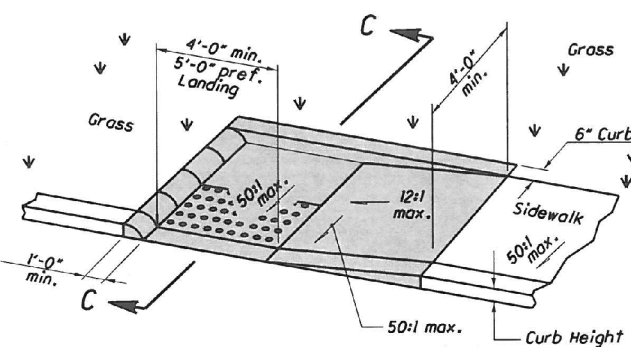


Type C1 (Combined with flared sides)

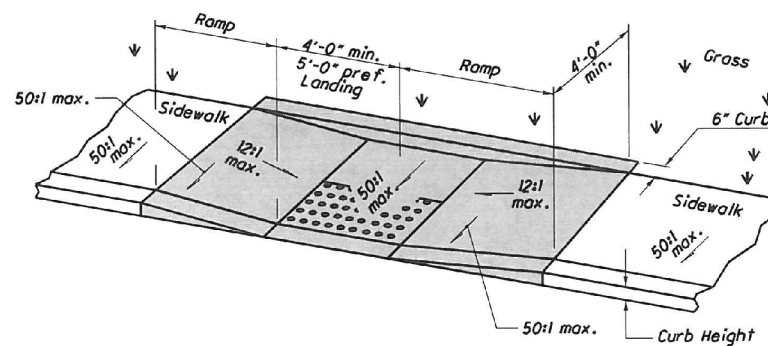


Type C2 (Combined with returned curb)

COMBINED CURB RAMP DETAILS



Type B1 (Single sided Parallel)



Type B2 (Double sided Parallel)

PARALLEL CURB RAMP DETAILS

NOTES

The running slope of the ramp is preferred to be 12:1 or flatter. In existing sidewalks, where the maximum ramp slope is not feasible due to site constraints (e.g. utility poles or vaults, right-of-way limits) it may be reduced as follows:

- A) 10:1 for a max. rise of 6".
- B) 8:1 for a max. rise of 3".
- C) 6:1 over a max. run of 2'-0" for historic areas where a flatter slope is not feasible.

To prevent chasing the grade indefinitely, the transition from existing sidewalk to the shaded curb ramp area is not required to exceed 15 feet in length.

While ramps may be skewed to the crosswalk, the entire lower landing area must fall within the cross walk that the ramp serves and cannot be located in the traveled lane of opposing traffic.

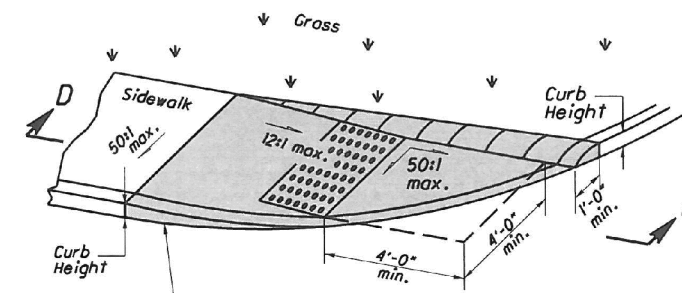
The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transitions shall be 20:1 or flatter.

The bottom edge of the ramp shall change planes perpendicular to the landing.

The edge of the curb shall be flush with the edge of the adjacent pavement and gutter and surface slopes that meet grade breaks shall also be flush.

Ramp landings shall be 4' min. x 4' min. with a 50:1 or flatter cross slope and running slope.

See Sheet 3 for Sections.



Type B3 (Single sided Parallel)

THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.

STANDARD ROADWAY CONSTRUCTION DRAWING  
NEW CURB RAMP  
(with Detectable Warnings)

BP-7.1

2/3

STATE OF OHIO DEPARTMENT OF TRANSPORTATION  
10-15-10  
DATE  
ADMINISTRATOR  
M. Blane  
ENGINEER

OFFICE OF  
ROADWAY  
ENGINEERING

THE CITY'S STANDARD WHEEL CHAIR RAMP IS THE ODOT BP-7.1 WITH THE MODIFICATIONS NOTED.  
SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.



OFFICE OF THE CITY ENGINEER  
CANTON, OHIO  
DANIEL J. MOEGLIN, P.E., CITY ENGINEER  
2436 30th St. NE 44705 : 330-489-3381 : [www.cantonohio.gov/engineering](http://www.cantonohio.gov/engineering)

APPROVED DATE: MAY 2012

APPROVED BY: RMB

DRAWING FILE NAME: ce\_33.dwg

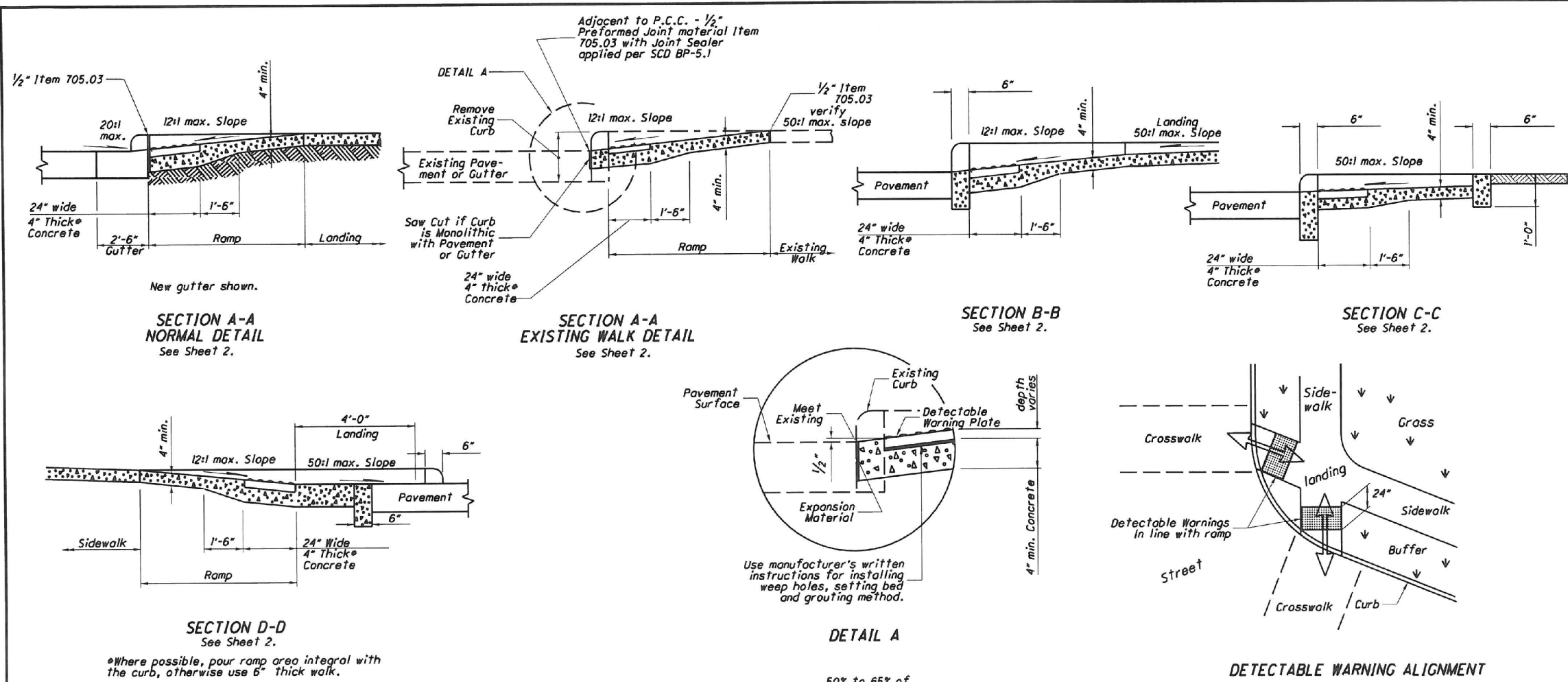
REVISIONS

DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB

STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP

SHEET 2 OF 4



**DETECTABLE WARNINGS NOTES**

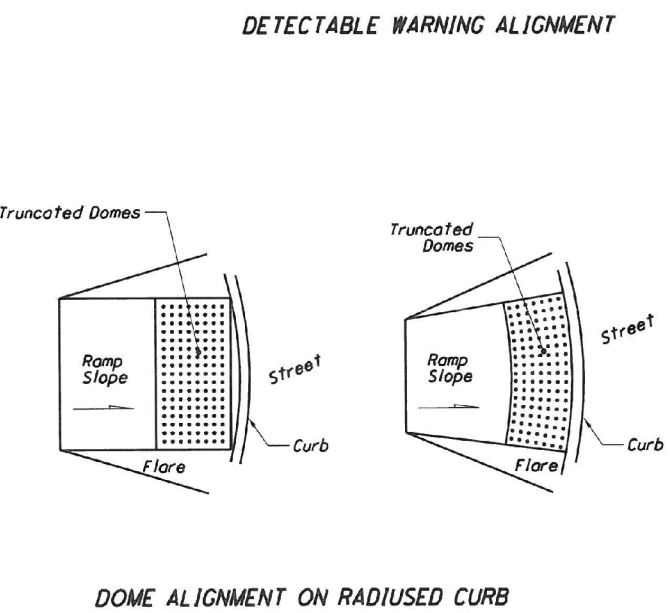
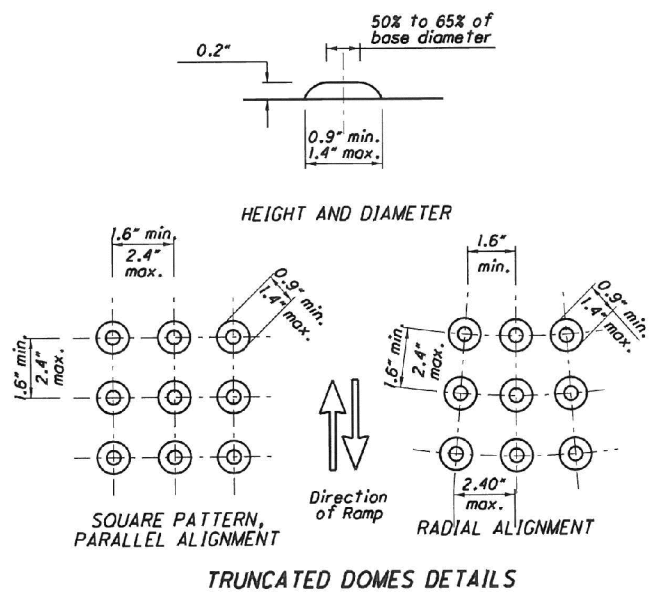
**GENERAL:** Detectable Warnings are a distinctive surface pattern of truncated domes which are detectable by cane or underfoot to alert people with vision impairments of their approach to streets and hazardous drop-offs.

**PLACEMENT:** Detectable warnings are to be installed at any location where pedestrians might cross paths with vehicular traffic lanes, such as the base of curb ramps or at blended curbs. A 24" strip of domes is to be installed for the full width of the ramp or walk. Typical street corner placement locations are shown on Sheet 1.

The depth of concrete underneath detectable warning products shall be a minimum of 4". See DETAIL A.

**ALIGNMENT:** Truncated domes should be aligned with the primary direction of the ramp as shown on the DETECTABLE WARNING ALIGNMENT Detail. Normally the detectable warnings should be flush with the back of the curb, but in skewed conditions at least one corner of the 24" strip should be adjacent to the back of curb. For non-standard layouts, detectable warning materials may have to be mitered and placed segmentally.

**PRODUCTS & COLORS:** Color of the detectable warnings should contrast with surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Service's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.



SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.

STATE OF OHIO DEPARTMENT OF TRANSPORTATION  
 10-15-10  
 DATE  
 M. Blime  
 ADMINISTRATOR  
 OFFICE OF ROADWAY ENGINEERING  
 NEW CURB RAMPS  
 (with Detectable Warnings)  
 THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.  
 STANDARD ROADWAY CONSTRUCTION DRAWING  
 SCD NUMBER  
 BP-7.1  
 3 / 3

THE CITY'S STANDARD WHEEL CHAIR RAMP IS THE ODOT BP-7.1 WITH THE MODIFICATIONS NOTED.  
 SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.



OFFICE OF THE CITY ENGINEER  
 CANTON, OHIO  
 DANIEL J. MOEGLIN, P.E., CITY ENGINEER  
 2436 30th St. NE 44705 : 330-489-3381 : www.cantonohio.gov/engineering

APPROVED DATE: MAY 2012  
 APPROVED BY: RMB  
 DRAWING FILE NAME: ce\_33.dwg

REVISIONS		
DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB

STANDARD DRAWING NO. 33  
 WHEEL CHAIR RAMP

DETECTABLE WARNING DOMES

PANELS, WET SET

REPLACEABLE TRUNCATED DOME PANELS SET IN WET CONCRETE MUST BE USED IN RAMPS WITHININ THE CITY OF CANTON, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.

Acceptable manufacturers and prducts are:

- 1) Armorcast Products Company  
North Hollywood, CA 818-982-3800  
Armorcast Detectable Warning Panels (Wet Set Panels)  
24"x24", 24"x36", 24"x48"; also 6'-15' Radius  
Polymer Concrete, Red Brick color
- 2) ADA Solutions, Inc.  
N. Billerica, MA 01862  
Cast-in-Place Replaceable Tactile (Wet Set)  
2'x3', 2'x4', 2'x5', and 2' w/radius  
Glass and Carbon Composite, Brick Red color

OR APPROVED EQUAL

BRICK PAVERS

TRUNCATED DOME BRICK PAVERS ARE ONLY TO BE USED/INSTALLED AT THE DISCRETION OR APPROVAL OF THE CITY ENGINEER.

Brick Pavers will meet ASTM C 902 Class SX, Type 1, or C 936, or C 1272 Type R.

Acceptable manufacturers and products are:

- 1) Whitacre-Greer Fireproofing Company,  
1400 S. Mahoning Ave, Alliance, OH, 44601, (800) WG PAVER  
ADA Paver, 4"x8"x2-1/4", Clear Red (Rustic) #30.
- 2) The Belden Brick Company  
PO Box 20910, Canton, OH 44701 330-456-0031  
City Line ADA Paver, Regimental Red 2-1/4"x4"x8" or 2-1/4"x8"x8"

OR APPROVED EQUAL.

Pavers will be laid on top of a 4" unreinforced concrete base. Setting bed to be mortared in accordance with manufacturer's instruction, or with a maximum 1/2" thick bed of latex modified cement mortar. SWEEP POLYMERIC SAND (TECHNI SEAL OR APPROVED EQUAL) INTO JOINTS. Joint width must not exceed 1/8" or be less than 1/16" wide.

Pavers shall be laid such that joints are level with adjoining joints so as to provide a smooth transition from brick to brick and brick to concrete surface.

The surface of any two adjacent units should not differ by more than 1/8" [3] in height. Bricks shall be placed in a running bond pattern. Face of all brick shall be clean of cement and protected so as to avoid chipping during constructionn.

ADHESIVE MATS

REPLACEABLE TRUNCATED DOME MATS THAT SET ON CONCRETE RAMPS BY ADHESIVE WILL ONLY BE CONSIDERED IN THE EVENT AN EXISTING WHEEL CHAIR RAMP NEEDS DETECTABLE WARNING DOMES INSTALLED AND THE RAMP REQUIRES NO OTHER MODIFICATIONS. USE OR INSTALLATION OF ADHESIVE MATS IS SUBJECT TO THE CITY ENGINEER'S DISCRETION OR APPROVAL.

Acceptable manufacturers and products are:

- 1) Submit product specification, color and sample for review/approval by the City Engineer



OFFICE OF THE CITY ENGINEER  
CANTON, OHIO  
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2436 30th St. NE 44705 : 330-489-3381 : [www.cantonohio.gov/engineering](http://www.cantonohio.gov/engineering)

APPROVED DATE: MAY 2012

APPROVED BY: RMB

DRAWING FILE NAME: ce\_33.dwg

REVISIONS

DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB
WET PANELS PRIMARY DOME MAT	JAN 2015	RMB

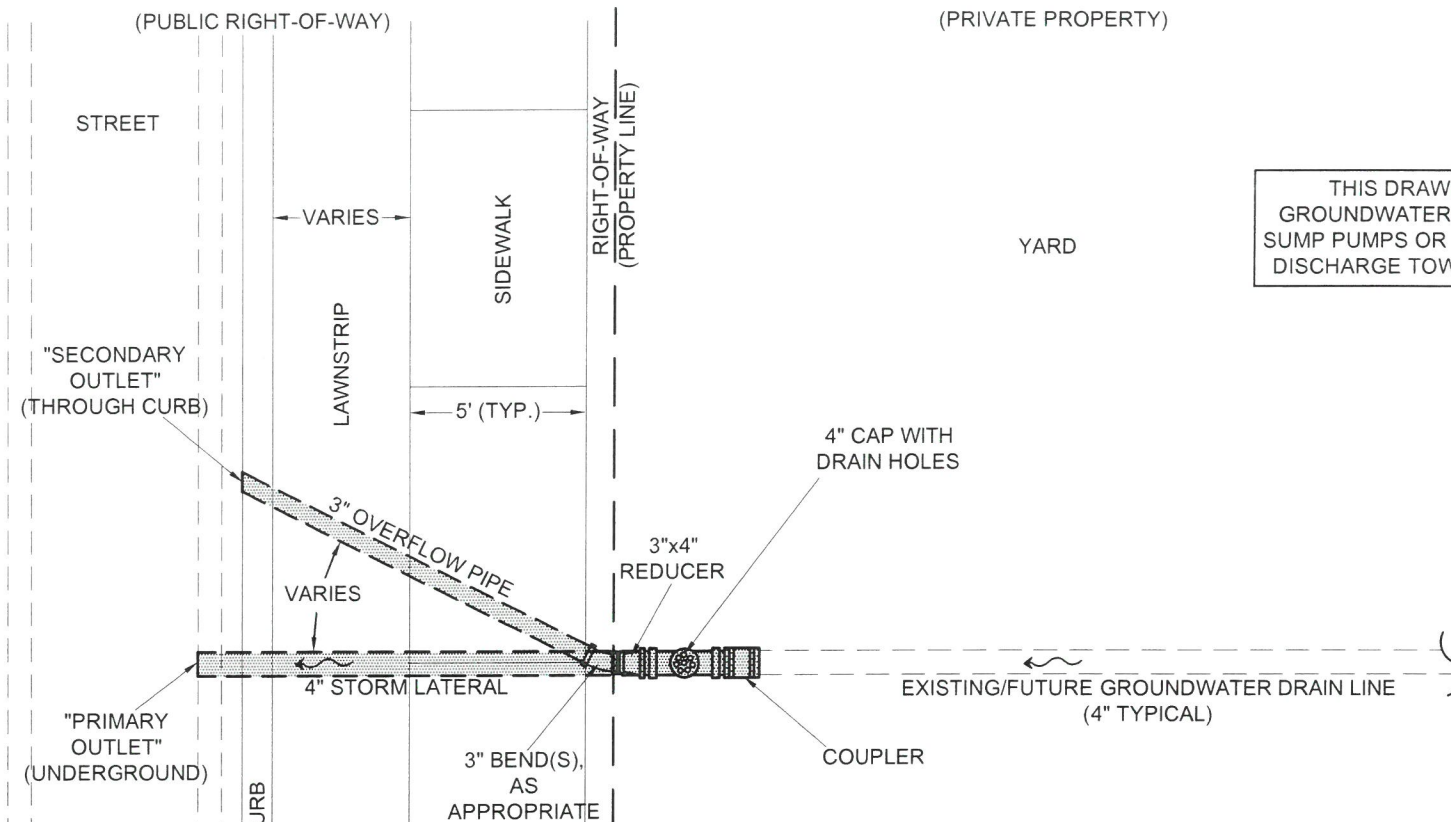
STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP

SHEET 4 OF 4

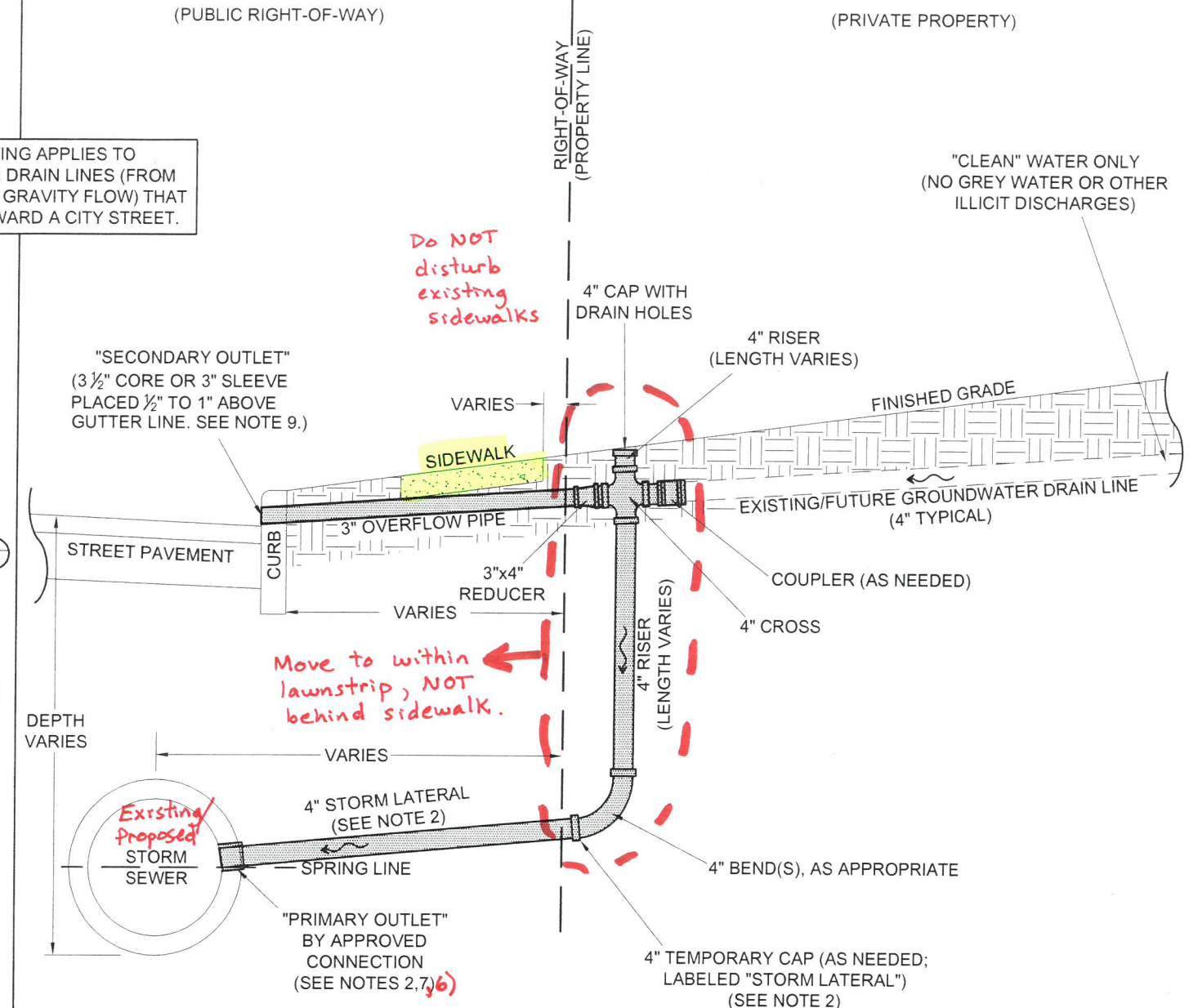


PLAN VIEW  
NOT TO SCALE



ITEMS, MATERIALS, AND QUANTITIES PER RESIDENTIAL GROUNDWATER DRAIN LINE CONNECTION				
ITEM	MATERIAL TYPE	QUANTITY	UNIT	
3" OVERFLOW PIPE	PVC SCH. 40 (707.43 OR 707.45)	VARIES	FT.	
3"x4" REDUCER	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH	
APPROVED CONNECTION	(SEE NOTE 5)	1	EACH	
4" STORM LATERAL	PVC (SDR 35; 707.45) OR HDPE (707.33) WITH BELL AND SPIGOT RUBBER-GASKETED JOINTS	VARIES	FT.	
4" TEMPORARY CAP (AS NEEDED)	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH	
3" & 4" BENDS	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	VARIES	EACH	
4" RISER	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	VARIES	FT.	
4" CROSS	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH	
4" CAP WITH DRAIN HOLES	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH	
COUPLER (AS NEEDED)	NEOPRENE WITH STAINLESS STEEL CLAMPS	1	EACH	

PROFILE VIEW  
NOT TO SCALE



THIS DRAWING APPLIES TO  
GROUNDWATER DRAIN LINES (FROM  
SUMP PUMPS OR GRAVITY FLOW) THAT  
DISCHARGE TOWARD A CITY STREET.

Do NOT  
disturb  
existing  
sidewalks

Move to within  
lawnstrip, NOT  
behind sidewalk.

Existing  
Proposed  
STORM  
SEWER

NOTES:

- FOR CITY PROJECTS: ONE GROUNDWATER DRAIN LINE CONNECTION SHALL BE PROVIDED FOR EACH LOT AS DIRECTED BY THE CITY ENGINEER. APPROPRIATE QUANTITIES, PAY ITEMS, AND NOTES SHALL BE PROVIDED ON THE CONSTRUCTION PLANS.
- FOR NEW SUBDIVISIONS: ONE GROUNDWATER DRAIN LINE CONNECTION SHALL BE PROVIDED FOR EACH LOT UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. THE CONTRACTOR/DEVELOPER SHALL PROVIDE APPROVED CONNECTION FOR PRIMARY OUTLET, 4" STORM LATERAL, AND 4" TEMPORARY CAP ONLY. THE LOCATION OF THE 4" TEMPORARY CAP SHALL BE INDICATED BY A STAKE IN THE GROUND LOCATED VERTICALLY ABOVE THE CAP AND CLEARLY MARKED SHOWING STORM LATERAL DEPTH. APPROPRIATE SKETCHES, QUANTITIES, PAY ITEMS, AND NOTES SHALL BE PROVIDED ON THE CONSTRUCTION PLANS. REMAINING PORTIONS OF CONFIGURATION ARE THE RESPONSIBILITY OF THE HOME OWNER/BUILDER. ALL MATERIALS AND WORK SHALL BE AT THE DEVELOPER'S EXPENSE.
- FOR PRIVATE WORK: THE CONFIGURATION SHOWN IS RECOMMENDED UNLESS OTHERWISE REQUIRED BY THE CITY ENGINEER AS A CONDITION FOR ISSUING APPLICABLE PERMITS OR ADDRESSING RESIDENTIAL GROUNDWATER DISCHARGES DEEMED TO BE A PUBLIC NUISANCE BY THE CITY ENGINEER. ALL MATERIALS AND WORK SHALL BE AT THE OWNER'S EXPENSE.
- FOR NEW OR VACANT LOTS, THE LOCATION OF THE GROUNDWATER DRAIN LINE CONNECTION SHOULD BE NEAR THE LOWEST CORNER OF THE LOT ALONG THE FRONTAGE. EXCEPTIONS MAY BE APPROVED BY THE CITY ENGINEER.
- ALL PIPE AND COMPONENTS OF GROUNDWATER DRAIN LINE SYSTEM ARE PRIVATELY OWNED AND MAINTAINED.
- THE PRIMARY OUTLET PREFERRED CONNECTION IS TO THE BACK OF A CATCH BASIN OR STORM MANHOLE (WHEN AVAILABLE ALONG FRONTAGE) AND SHALL BE MADE BY AN APPROVED CORE-AND-SEAL BOOT. FOR PRIMARY OUTLET DIRECT CONNECTION TO STORM SEWER, CONNECT 4" STORM LATERAL ABOVE SPRING LINE OF STORM SEWER USING MANUFACTURED WYE OR TEE, A SADDLE, OR CORE-AND-SEAL BOOT CONNECTION AS APPROVED BY THE CITY ENGINEER. GROUNDWATER DRAIN LINE MAY BE MODIFIED TO DISCHARGE DIRECTLY TO A DITCH OR CREEK IF AVAILABLE IN LIEU OF A STORM SEWER, CATCH BASIN, OR MANHOLE.
- ~~ONLY THE 3" OVERFLOW PIPE AND THE 4" STORM LATERAL SHALL BE WITHIN PUBLIC RIGHT-OF-WAY. ALL REMAINING ITEMS TO BE LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.~~
- WHEN SIDEWALK IS PRESENT/PROPOSED AND WHEN THE 3" OVERFLOW PIPE WILL BE WITHIN THE CONCRETE OF THE SIDEWALK, THE CONTRACTOR SHALL INSTALL A CONTROL JOINT IN THE SIDEWALK OVER SAID PIPE. THE THICKNESS OF THE CONCRETE SIDEWALK OVER THE DOWNSPOUT SHALL NOT BE LESS THAN 2".
- IF CURB IS NOT AVAILABLE FOR SECONDARY OUTLET, CONSTRUCT SECONDARY OUTLET TO DISCHARGE OVERLAND PER CITY STANDARD DRAWING NO. 22.
- A "STREET OPENING PERMIT" IS REQUIRED FROM THE ENGINEERING DEPARTMENT FOR ANY EXCAVATION WITHIN CITY RIGHT-OF-WAY OR OTHER CITY-OWNED PROPERTY (REF. CODIFIED ORDINANCE CHAPTER 909).
- A "SEWER CONNECTION PERMIT" IS REQUIRED FROM THE ENGINEERING DEPARTMENT FOR ANY DIRECT OR INDIRECT CONNECTION OF PIPE TO A CITY-OWNED STORM SEWER, CATCH BASIN, OR MANHOLE.
- MODIFICATIONS TO THE CONFIGURATION, ITEMS, AND MATERIALS SHOWN MAY BE ALLOWED OR REQUIRED BY THE CITY ENGINEER.
- FOR OUTLET CONFIGURATIONS OF DOWNSPOUTS THAT DO NOT DISCHARGE GROUNDWATER, SEE CITY STD. DWGS. NO. 22 AND 23.



OFFICE OF THE CITY ENGINEER  
CANTON, OHIO  
DANIEL J. MOEGLIN, P.E., CITY ENGINEER  
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: MAR. 2012  
APPROVED BY: CDB, RMB  
DRAWING FILE NAME: ce\_24.dwg

REVISIONS		
DESCRIPTION	DATE	BY
REVISIONS	6/4/12	CDB
REVISIONS	7/24/12	CDB

STANDARD DRAWING NO. 24  
GROUNDWATER DRAIN LINE  
CONNECTION, MODIFIED

**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 \_\_\_\_\_



### III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling 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.	



#### 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 are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all 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											
Total:											

REMARKS: Please explain any identification data appearing on last the 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.

## 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 insure 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 loss of current and future awards.

**Firm or Corporation Name:**

---

**Signature:**

---

**Title:**

---

**Date of Signing:**

---

## **VENDOR INFORMATION**

**Vendor Information Page 1 of 2**

1. The vendor shall provide all of the following information.

a. Name of Vendor \_\_\_\_\_

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 contract  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

2. Form of Business Organization.

\_\_\_\_ Corporation                      \_\_\_\_ Partnership                      \_\_\_\_ Other

3. The vendor 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 contract, 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.

_____	_____
_____	_____
_____	_____
_____	_____

## **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 (CGL) 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        |
| Stopgap liability with Ohio Intentional |                   |
| Tort endorsement                        | \$1,000,000 limit |

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
  - b. include Premises-Operation, Independent Contractors' Protective, Broad Form Property Damage including Completed Operations, Contractual Liability and per project aggregate endorsement;
  - c. 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;
  - d. 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);
  - e. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
  - f. **Include the City of Canton, Ohio and its agents, as an additionally named insured for purposes of coverage under the subject policy.**
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work in the following minimum amounts:
- |  |                |
|--|----------------|
| Bodily Injury (including death and emotional distress) |                |
| and Property Damage any one accident, person 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.

- B. **The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner and each other insured under the policy.**
- C. Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.
- D. Coverage shall remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
- E. Coverage shall be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.