Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW
Canton, Ohio 44702

NE Industrial Park Project, GP 1148

Item/Project

Engineering Department

Responsible Department

Tuesday, August 29, 2017 at 2:00 PM local time

Bids Due On or Before

Bid Proposal Submitted By:

Company Name

Street Address

City    State    Zip

Contact Person    Phone No.    Email Address
LEGAL NOTICE: Ordinance 151/2017
The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Tuesday, August 29, 2017** for the purpose of securing bids for the:

**NE Industrial Park Project, GP 1148**

The City will disqualify any bid not received on or before 2:00 PM local time on **Tuesday, August 29, 2017**. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. **The Sixth Floor Conference Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.**

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, **Fourth Floor**, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department’s website at [https://cantonohio.gov/purchasing/?pg=showbids](https://cantonohio.gov/purchasing/?pg=showbids). Please note that the Purchasing Department has moved from the Sixth Floor of Canton City Hall to the Fourth Floor of Canton City Hall. However, the bid opening will remain in the Sixth Floor Conference Room.

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

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

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

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

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

All companies must submit their Federal ID Number.

A Project Labor Agreement (PLA) will be required for this project.

The cost estimate for the base bid is **$359,972.00**.
The cost estimate for the alternate bid is **$347,262.00**.

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

Please contact Director of Purchasing John Highman at john.highman@cantonohio.gov if you have any questions regarding this bid.

**By order of the Canton Director of Public Service: William Bartos**

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City of Canton, Ohio

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Section I: Instructions to Bidders

A. Submitting Bids

1. Bids are to be returned to:
   The City of Canton Purchasing Department
   218 Cleveland Avenue SW, Fourth Floor
   Canton, OH 44702

   Please note that the Purchasing Department has moved from the Sixth Floor of Canton City Hall to the Fourth Floor of Canton City Hall. However, the bid opening will remain in the Sixth Floor Conference Room.

2. Bids should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
   a. Project title.
   b. Office where bid is to be submitted.
   c. The name and address of the bidder.
   d. The date and time of the bid opening.

3. The following items should be submitted with a bid in order for it to be considered. Failure to submit one of these items may result in a disqualification of the bid.
   a. Bid Title Page
   b. Signature Page
   c. Proposal Pages
   d. Bid Form 1 – Minority Business Enterprise Utilization Commitment
   e. Bid Form 2 – Bidder and Contractor Employment Practices Report
   f. Bid Form 3 – Authority of Signatory
   g. Bid Form 4 – Bid Guarantee
   h. Bid Form 5 – Bidder Information
   i. Bid Form 6 – Project References
   j. Bid Form 7 – Non-Collusion Affidavit
   k. Bid Form 8 – Questionnaire in Determining Lowest and Best Bid
   l. Bid Form 9 – Insurance Affidavit and Certificates
   m. Project Labor Agreement Letter of Assent

4. Bids will not be accepted after 2:00 PM on Tuesday, August 29, 2017. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

5. Bidders may withdraw their bids between the time they are submitted and opened if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.

6. The bids shall be opened and publicly read shortly after the deadline for their
B. Pre-Bid Meeting

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

C. Questions and Addenda

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. This is **Tuesday, August 22, 2017 at 2:00 PM**. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. **This is Thursday, August 24, 2017 at 2:00 PM**. Said addenda will become a component of the official bid packet and must be acknowledged as received on the signature page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.

2. Bidders are expected to and are responsible for monitoring the City’s website for all official addenda.

3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

4. All questions pertaining to the project should be directed to:
   John Highman, Director of Purchasing
   Email: john.highman@cantonohio.gov

D. Bid Proposal Form and Proposal Page

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

E. Contract Award

1. The City of Canton Board of Control will evaluate the bids and award the contract on the basis of the lowest and best bid. The Board of Control reserves the right to reject any and all bids and to award the bid deemed in the best interests of the City. The Board of Control and Director of Public Service reserve the right to waive minor deficiencies contained within a bid.

2. One or more bidders may be required to submit information to the Owner or its representative to assist in the evaluation of the bid. A bidder may also be required
to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

F. Notice of Award and Execution of Contract Documents

1. The successful bidder will be notified in writing once the contract is awarded by the Board of Control.

2. At this time the contractor will be required to sign official contract documents and submit any remaining bid forms.

3. Once the completed contract is certified by the City of Canton Auditor, a copy of the contract, Purchase Order, and Notice to Proceed will be mailed to the contractor.

G. Pre-Job Meeting

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

H. Notice to Proceed and Job Completion

1. The Contractor shall not start the work embraced in this contract before the date of a written Notice to Proceed from the City. The Contractor is required to start work within 10 days after receiving the Notice to Proceed. Work shall be completed as per applicable sections in the General Conditions.

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

3. The Contractor is responsible for any additional costs due to weather-sensitive construction.

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

I. Document Order of Precedence
1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.
   a. Change Order Documents
   b. Signed Contract Documents
   c. Official Addenda
   d. Invitation to Bid Signature and Proposal Pages
   e. Instructions to Bidders
   f. Project Plans/Drawings
   g. Utility Note
   h. Supplemental Specifications
   i. Change Order Policy
   j. Claims Management Policy
   k. General Conditions
   l. City of Canton Standard Drawings
   m. ODOT Construction and Manual Specifications
   n. Bid Forms
   o. Bid Form Instructions
   p. Additional Requirements and/or Conditions
   q. Legal Notice
   r. Bid Advertisement

J. Non-Exclusivity

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

K. Contractor Coordination

1. The contractor is notified that work in the general vicinity may performed by others.

2. The contractor shall coordinate maintenance of traffic, haul routes, staging areas, etc. with the other prime contractors. Any conflicts that cannot be resolved in a timely manner shall be communicated to the City and all involved parties within three days of any impasse.

L. City of Canton Income Tax

1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:

   a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes.
withheld from employees under Section 182.05 and any payment on net profits under Section 182.06

b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.

c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.

d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.

e. By entering into contract with the City of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:

i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.

ii. The vendor agrees to withhold income tax for the City from employees’ qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

2. The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

City of Canton Income Tax Department
3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

**Provision 1**
Said _________________________________ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

**Provision 2**
By entering into contract with the City of Canton __________________________ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

1. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.

2. __________________________ agrees to withhold income tax for the City from employees’ qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
Section II: General Conditions

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

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

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

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

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

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

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

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

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

(3) Orders to the Contractor and Failure to Execute: The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address may be
changed at any time by a written notice from the Contractor and delivered to the City.

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

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

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

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

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

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

(6) **Permits:** The Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. City shall pay all charges of utility owners for connections for providing permanent service to the Work.
(7) **Inspection:** No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

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

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

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

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

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

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

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

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

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

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

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

All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and expenses shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.

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

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

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

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

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

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

(18) **Plans, profiles, and specifications:** The plans, profiles and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or misunderstanding arise as to the import of anything contained in either, the explanation of the City shall be final and binding on the Contractor. Any correction of errors or omissions in the plans, profiles and specifications may be made when such corrections are necessary for the proper fulfillment of their intentions as construed by the City.

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

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

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

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

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

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

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

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

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

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

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

The Contractor, if required at any time by the Director, shall furnish the City satisfactory evidence that all persons who have claims for labor performed or material furnished hereunder, or have suffered damages on account of his operations, have been fully paid or secured. And in case evidence be not furnished as aforesaid and such amounts as the Director may consider necessary to meet lawful claims of persons aforesaid, shall be retained from the monies otherwise due the Contractor hereunder, until the liabilities shall have been fully satisfied.
If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written statement to the City of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, he shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall have been filed as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to any payment on account of such damage.

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

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

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

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

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

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

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

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

No additional compensation will be paid to the Contractor by the provision and maintenance of bridges, crosswalks, etc., as above specified, but the cost and expense of maintaining the same shall be considered as part of the general contract and shall be included by the Contractor in the prices bid by him upon the several items as named upon the proposal therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(34) **Rejecting Defective Work:** The City will have authority to reject Work which the City believes to be defective, or that the City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The City will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

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

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

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

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

(38) **OSHA standards:** It is the City’s requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

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

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

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

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

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

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

All work embraced by the resulting contract shall be completed by **November 30, 2017**. The City will use ODOT Specification 108.06 through 108.09 in regards to delays and time extensions.

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

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

The City will use ODOT Specification 108.06 through 108.09 in regards to delays and time extensions.

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

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

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

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

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

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

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

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

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

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

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

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

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

For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, the City agrees that a planimeter or other agreed upon method may be used.
(47) **Change of Contract Price**: The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the City and the other party to the Contract.

The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved; or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with ODOT’s Force Account procedures; or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under previous paragraph, on the basis of ODOT’s Force Account procedures.

Contractor’s Fee: The Contractor’s fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then the fee shall be based upon ODOT’s Force Account procedures.

(48) (49) **Pre-final and final estimates and payments**: As soon as practicable after the completion of work under the contract, the Engineer will perform a formal inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such certified pre-final estimate, the City will pay the Contractor all of the monies owing him under the contract, except the Retainage, which the City will hold for sixty-day (60) period after the date of the pre-final estimate.

Upon the expiration of such sixty (60)-day period, provided that it appears upon further inspection and certification by the Engineer that the contract has been faithfully performed, the City will pay to the Contractor the whole sum retained or such part thereof as remains after deducting expenses of correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

(50) **Additional contract**: It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time. At the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Engineer. The contractor shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Engineer, be sufficient for the proper prosecution of the work.
(51) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to worker’s compensation and State insurance fund for the benefit of injured and the dependents of killed employees. The Contractor shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any subcontractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor’s failure to comply with the statutes as described above.

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

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

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

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

- Piles and Anchors require a 5 year warranty and 75 year design life
- C.I.P.P. Rehabilitated Sewers, 2 years
- Concrete curbing, 1 year
- Concrete sidewalks, 1 year
- Concrete masonry, 1 year
Brick masonry, 1 year

Sewers, waterlines, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

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

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

A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.

B. Contractor agrees that Canton’s specifications and bid documents shall incorporate and be made part of any subsequent contract entered by the parties.

C. Once both parties have fully executed the contract, said contract shall be binding upon the parties’ heirs, successors and assigns.

D. Contractor shall not assign or transfer any interest under this agreement without the express written consent of Canton.

E. Contractor agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Contractor, its agents, employees or subcontractors. Nothing herein shall be construed to hold Contractor liable for Canton’s negligence.

F. Contractor’s liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Contractor’s breach, default or non-performance under this Agreement.

G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.

H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.

I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect of other designee of the owner. The change order will include conforming changes in the contract and termination time.

J. Work changed, and the contract price and termination time modified can be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will determined by mutual agreement of the parties before starting any work involved in the change order.
Section IV: City of Canton Codified Ordinances

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

1. **Chapter 105.02 – Public Paving Time Restrictions.**
   All City public paving contracts shall include a provision for liquidated damages in order to provide the City reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the City’s road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.
   (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, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

   c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice: Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

   d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars ($20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.  

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

6. Chapter 105.15 – City Income Tax
   a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.

   b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
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.)


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.)

   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 of subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
   C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
   D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals
or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)
Section V: Bid Forms and Instructions

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

Bid Forms 10 through 15 will be required of the successful bidder but may be submitted after the awarding of the contract.

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

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

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

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

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

**BID FORM 3 – AUTHORITY OF SIGNATORY**

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

**BID FORM 4 – BID GUARANTY**

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

1. Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571. The 153.571 statutory bond form requires that the penal amount be an amount not less than the bid price. It is a bid error to write in an amount equal to ten percent (10%) of the amount bid.

2. A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made. A bid guaranty check shall be made payable to the owner without condition. A contractor using a bid check will be required to furnish a performance bond in the
amount of one hundred percent (100%) of the total bid within ten (10) days of notice of the award.

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

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

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

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

**BID FORM 5 – BIDDER INFORMATION**

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

**BID FORM 6 – PROJECT REFERENCES**

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

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

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

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

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

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

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

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

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

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

**BID FORM 11 – LISTING OF SUBCONTRACTORS**

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

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

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

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

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

**BID FORM 14 – ARTICLES OF INCORPORATION**

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

**BID FORM 15 – W9 TAX FORM**

Please provide an up to date copy of your Company’s W9.
Bid Form 1: Minority and Women’s Business Enterprises

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

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

______ Yes ______ No

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

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

If you are interested in becoming a certified MBE or WBE with the City of Canton, please visit the Compliance Department’s website for an application and instructions. ([http://cantonohio.gov/compliance/?pg=116](http://cantonohio.gov/compliance/?pg=116))

C. MBE/WBE Utilization in the Subcontracting of Work and Purchase of Supplies
It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for minority/women’s business enterprises.

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

______ Yes ______ No

If yes, please complete the remaining questions and provide the information requested in this section.
1. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows: (Please attach additional sheets if necessary.) For a current list of City of Canton Certified Businesses please contact the City of Canton Compliance Department at 330-438-4302.

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Business Address</th>
<th>Nature of Participation</th>
<th>Dollar Amount</th>
<th>MBE/WBE and Certifying Body</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business 1</td>
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<td>Business 5</td>
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2. The bidder agrees to expend at least $__________ or ________% of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises.

3. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. A copy of the implementation report is included at the end of this bid form. These reports will be due at 50% completion of the project and 100% completion of the project. These reports should be forwarded to the following address.

City of Canton Purchasing Department
218 Cleveland Ave., SW, 6th floor
Canton, OH 44702
4. If the ten percent (10%) minority business utilization cannot be met, a waiver can be
granted by the Board of Control upon recommendation of the Director of Public Service
and/or Safety. To justify a waiver, it must be shown that due diligence has been made to
comply, and it must be demonstrated that sufficient, relevant, qualified minority business
enterprises (which can perform subcontracts or furnish supplies) are unavailable in the
market area of the project, or unable to perform the work, in order to meet the ten percent
(10%) minority business enterprise goal. In order to request a waiver, the attached waiver
request should be filled out and returned with your bid.

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

__________________________    ______________________         _____________
Name/Title of Authorized Officer    Signature of Authorized Officer    Date
City of Canton - Office of Compliance
Subcontractor and Supplier Implementation Report

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

<table>
<thead>
<tr>
<th>Bidder/Contractor Name:</th>
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<tbody>
<tr>
<td>Subcontractor/Supplier Name:</td>
<td></td>
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<tr>
<td>Project Name:</td>
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</table>

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

Subcontractor/Supplier is a:  

MBE [ ]  WBE [ ]

Please list all entities where this certification has been received:

<table>
<thead>
<tr>
<th>Part 1: SPEC ITEM #s</th>
<th>Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS</th>
<th>Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS</th>
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*Please provide a signed affidavit from all MBE/WBE subcontractors and/or suppliers utilized to document the information supplied above.

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

<table>
<thead>
<tr>
<th>Authorized Contractor Representative &amp; Title:</th>
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<tr>
<td>Signature:</td>
<td>DATE:</td>
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</table>
City of Canton - Office of Compliance
MBE/WBE Utilization Waiver Request

Bidder/Contractor Name:  
Project Name:  

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

<table>
<thead>
<tr>
<th>Contacted Contractor</th>
<th>Proposed Work/Supplies</th>
<th>Reason for Unavailability</th>
<th>Date of Contact</th>
<th>Date Response Received</th>
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Authorized Contractor Representative & Title:  

Signature:  

DATE:
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)

   o Compliant
   o Non-Compliant
   o Follow up needed__________________________________________
III. POLICIES AND PRACTICES

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

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

<table>
<thead>
<tr>
<th>Circle One</th>
<th>Items</th>
<th>State Reason if (C) is checked</th>
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<tbody>
<tr>
<td>A B C 1.</td>
<td>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.</td>
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<td>A B C 2.</td>
<td>The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.</td>
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<tr>
<td>A B C 3.</td>
<td>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.</td>
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<tr>
<td>A B C 4.</td>
<td>The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.</td>
<td></td>
</tr>
<tr>
<td>A B C 5.</td>
<td>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.</td>
<td></td>
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<tr>
<td>A B C 6.</td>
<td>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.</td>
<td></td>
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<tr>
<td>A B C 7.</td>
<td>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.</td>
<td></td>
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<tr>
<td>A B C 8.</td>
<td>Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.</td>
<td></td>
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<tr>
<td>A B C 9.</td>
<td>The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.</td>
<td></td>
</tr>
</tbody>
</table>
IV. EMPLOYMENT DATA

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

<table>
<thead>
<tr>
<th>Categories</th>
<th>MALE:</th>
<th>FEMALE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Total</td>
<td>Total Male</td>
<td>Total Female</td>
</tr>
<tr>
<td>Officials, Managers and Supervisors</td>
<td></td>
<td></td>
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<tr>
<td>Professionals</td>
<td></td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Part-Time Seasonal</td>
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<tr>
<td>Office &amp; Clerical</td>
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<tr>
<td>Craftsman (skilled)</td>
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<tr>
<td>Operatives (semi-skilled)</td>
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<td></td>
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<tr>
<td>Laborers (un-skilled)</td>
<td></td>
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<tr>
<td>Service Workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

V. ADDITIONAL INFORMATION (Optional)

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

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

1) It is the policy of ___________________________ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

2) In support of this document ___________________________ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

3) ___________________________ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

4) ___________________________ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.

5) ___________________________ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

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

____________________________________  ______________________________________
Firm or Corporation Name  ______________________________________

____________________________________  ______________________________________
Signature  ______________________________________

____________________________________  ______________________________________
Title  ______________________________________

____________________________________  ______________________________________
Date of Signing  ______________________________________
Bid Form 3: Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's Board of Directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

___________________________________________________________
Bid Form 4: Bid Guaranty

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

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

**PERFORMANCE BOND AFFIDAVIT**

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

1. The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.

2. The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

**THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED**
Bid Form 5: Bidder Information

1. The Bidder shall provide the following information as part of its bid.
   
a. Name of Bidder ________________________________
   
b. Business Address ________________________________
      
      City  State  Zip
   
c. Business Telephone Number  (___) _____________
   
d. Person, address, email and telephone to whom official notices are to be sent
      ________________________________
      ________________________________
      ________________________________
   
e. Person, address, email and telephone for further information regarding this proposal
      ________________________________
      ________________________________
      ________________________________
   
f. State(s) of incorporation (w/dates of incorporation) ________________________________
   
g. Principal place of business ________________________________
   
h. Federal I.D. Number  # _____________
   
i. Amount of Certified Check, Cashier's Check, Bid Bond  $ _____________
2. Form of Business Organization.

   ____ Corporation        ____ Partnership        ____ Other

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

   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________

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

   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________

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

   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________
   ____________________________________________  ____________________________________________

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

   ____________________________________________
   ____________________________________________
   ____________________________________________

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

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

Signed this ______ day of ________________________ , 20____

____________________________________
Contractor

By _______________________________________

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

Sworn to and subscribed before me this _________ day of

__________________________ , 20 ____.

Notary Public in and for

__________________________ County,

My Commission Expires:

__________________________ , 20 ____.
Bid Form 6: Project References

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

- Owner (with name, address and telephone number of Owner's project manager).

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

All previous work for the OWNER over the last five (5) years should be identified.
Bid Form 7: Bidder’s Affidavit: Non-Collusion Statement, Page 1

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF________________)

________________     SS: COUNTY OF _____________)

being first duly sworn, deposes and says that he is

_____________________________________________________________________________

(Sole Owner, a Partner, President, Secretary, etc.)

of _______________________________________________________________________

the party making the enclosed proposal or bid, and say further that

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

is/are the only party or parties interested with the party making this bid in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no member of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the OWNER, or any person interested in the proposed contract; and that all
Bid Form 7: Page 2

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

________________________________________
Affiant

Sworn to and subscribed before me this _________ day of
__________________________, 20 ___.

Notary Public in and for

_________________________ County,

My Commission Expires:

__________________________, 20 ___.

Page 53 of 92
NOTICE

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

QUESTIONNAIRE

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

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

1. Please describe the work, supplies and materials covered by the bidder’s bid.

2. Please state the identification of all work to be subcontracted. All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.

3. Please provide the descriptions of the bidder’s experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder’s ability and capacity to perform a substantial portion of the project with its own forces.

4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens field, explanations of the same.

5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.

6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder’s record for complying with and meeting completion deadlines on construction projects.

7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.
8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.

10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.

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

12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engages within the previous five years.

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

14. Please describe any violations of the worker compensation law.

15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.

16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.

18. Please state the experience and the continuity of the bidder’s work force.
Bid Form 8: Page 3

19. Please submit the identity of the bidder’s permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.

20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.

21. Please state whether the bidder’s work force is drawn mainly from local employees as defined below. The number of local employees, and their job descriptions or trade specialties that the bidder will employ on the public contract.

Local Employee Definition
A. A person residing within the City of Canton or Stark County,
B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection A or B hereof is not available, a person residing or working within a location as close to Canton as is available. A “suitable person” means a person who is qualified to perform the work or trainable within a reasonable period of time.

22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.

23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.

24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.

25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.

26. State whether the bidder’s employees are OSHA-10 and/or OSHA-30 certified.
Bid Form 9: Insurance Affidavit and Requirements

Insurance Requirements

A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the City of Canton, Ohio and its affiliated and associated organizations or subsidiaries hereinafter referred to as Owner.

I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.

II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Director of Public Service with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.

III. In accordance with Item II, the Contractor shall maintain the following insurance:

1. Worker’s Compensation and Employer's Liability Insurance affording,
   (a) Protection under the Workmen's Compensation Law in the State of Ohio.
   (b) Employer's Liability protection subject to a minimum limit of $100,000.00.

2. Commercial General Liability Insurance in amounts not less than:
   General Aggregate Limit $2,000,000.00
   Products - Completed Operations Aggregate Limit $2,000,000.00
   Personal and Advertising Injury Limit $1,000,000.00
   Each Occurrence Limit $1,000,000.00
   Fire Damage Limit $100,000.00
   Medical Expense Limit $5,000.00
This insurance shall:

a. include coverage for the liability assumed by Contractor under Item I (Indemnity);

b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;

c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);

d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.

e. Include the City of Canton, Ohio and its agents, as having additional insured status for purposes of coverage under the subject policy.

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

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

4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.
B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the City of Canton thirty (30) days prior written notice for cancellation or any material change in the insurance.

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

1. The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in Bid Form 9.

2. The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.

3. The names and A.M. Best Company ratings of companies required to provide the required insurance.

You must have the insurance affidavit notarized.

The successful bidder will be required to provide evidence of the required insurance as outlined in this bid form.
Bid Form 10: Bidder’s Affidavit: Foreign Corporation

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

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

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

statutory agent is ______________________________________________________________

(name and address)

________________________________________

Date Signed

Title

Note: This statement is to be reproduced on the bidder’s letterhead, signed by the
authorized bid signatory, notarized and submitted with the bid.
Bid Form 11: Listing of Subcontractors

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

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

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

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself.
Bid Form 12: Personal Property Tax Certification (ORC 5719.042)

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

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

To Whom It May Concern:

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

Or

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

and

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

_________________________________  __________________________________
Name of Company                                                                Signatory

________________________________
Secretary

Sworn to and subscribed in my presence this _____ day of ____________________, 20 ______

________________________________
(Notary Public)
Bid Form 13: Certification: Auditor of the State of Ohio

I, ____________________________________________________________
(Name of person signing affidavit) (Title)

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

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

__________________________________
Signature of Officer or Agent

__________________________________
Name (Print)

Sworn to and subscribed in my presence this ________________ day of
_______________________________, 20 ______

__________________________________
(Notary Public)
Bid Form 14: Articles of Incorporation

Please provide a copy of the bidding company’s articles of incorporation. The City of Canton may request this information if it is not provided.
Bid Form 15: W9 Tax Form

Please provide an up to date copy of your Company’s W9.
Section VI: Project Plans/Drawings

The Project Plans/Drawings are provided under separate cover at the Purchasing Department website at (https://cantonohio.gov/purchasing/?pg=showbids).

All item numbers referenced to in the Project Plans/Drawings refer to the State of Ohio Department of Transportation Construction and Material Specifications, Latest Edition. All equipment, material and workmanship shall be performed according to these contract documents and any Ohio Department of Transportation Standard Construction Drawings (SCD) referenced in the contract documents.
Section VII: Supplemental Specifications

Supplemental Specification 01-00

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

September, 2000
* Revised August, 2009

01.00 Project Submittals
01.01 Shop Drawings
01.02 Preconstruction Video
01.03 Progress Schedule
01.04 Release Statement for Disposal of Excavated Material
01.05 Traffic Control Plan
01.06 Contractor and Subcontractor Emergency Contact List
01.07 Statements of Final Compliance

01.00 PROJECT SUBMITTALS: The listed items shown above are the full responsibility of the Prime Contractor and or Developer/Contractor, hereafter shown as “Contractor”, and shall be made part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City’s Project Manager. All items shall be accompanied by a typewritten letter, on Company letterhead, clearly describing what is being submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. Any and all submittals not clearly legible will be rejected.

All project submittals should be submitted with four copies, unless otherwise denoted.

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. Submittals shall be made in sufficient time to allow at least 10 business days for City’s review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor. All actions noted by the City other than “no exception taken” will require supporting notation or information for project review.

Payment for the performance of the work hereafter listed shall not be paid for directly, and shall be considered as a subsidiary obligation of the Contractor.
01.01 **SHOP DRAWINGS:**

a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.

b) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.

c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given ten (10) business days to review submittals. The Contractor’s failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.

d) Each Shop Drawing shall be labeled with the following:
   1. Project Name
   2. General Project Number (GP XXXX), if applicable
   3. Subdivision Description, if applicable
   4. Name of Contractor
   5. Name of Subcontractor (if applicable)
   6. Name and Address of Supplier and/or Manufacturer
   7. Log Reference Number

e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer’s review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.

01.02 **PRECONSTRUCTION VIDEO:** Prior to actual construction, the Contractor shall have taken televised videos of the entire length and width of the work site.

a) The Contractor shall notify the Engineering Department prior to scheduling the televising of the site. A representative of the Engineering Department shall be present when video is taken.

b) Video shall be recoded on DVD. The video and audio recordings shall be compatible for replay on standard DVD devices.

c) The video portion of the DVD shall have continuous time and date incorporated into it. DVD’s shall be numbered consecutively along the site of the work. The locations and person(s) doing the work shall also be recorded.

d) All DVD’s shall become the property of the Engineer, and shall be submitted to and accepted in full by the Engineering Department prior to the start of construction.
01.03 **PROGRESS SCHEDULE:** The Contractor shall provide to the City, as mutually agreed upon at the Contract’s Preconstruction meeting, a graphic progress schedule, which shall include the following:

a) Progress schedule as a minimum to be prepared in bar graph fashion. The schedule shall be submitted, as a minimum, on 11” x 17” format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.

b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City’s Project Manager.

01.04 **RELEASE STATEMENT FOR DISPOSAL OF EXCAVATED MATERIAL:**

a) The Contractor shall provide to the City a written consent statement from all property owners that may be used as landfilled depositories for all surplus or unsuitable excavated material from the project site.

b) The Contractor shall follow ODOT 203.05 for specific guidelines and name the “City of Canton” in lieu of “the Department” on all forwarded documents.

*c) See attached sample copy for referencing purposes.

01.05 **TRAFFIC CONTROL PLAN:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the City Traffic Engineer prior to plan submission.

01.06 **CONTRACTOR AND SUBCONTRACTOR EMERGENCY CONTACT LIST:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor’s personnel associated with the project. The list should include name, title, and emergency contact phone numbers for each individual.

01.07 **STATEMENT OF FINAL COMPLIANCE:** The Contractor shall submit to the City the following documentation, in addition to the Project’s General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

a) Certificates of Substantial and Final Completion Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed. Not applicable for subdivision projects.
b) **Final Waiver of Lien** Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.
05.01 **Description**. This item shall consist of furnishing all labor, material and equipment, as specified under this section, to complete closed circuit televising and documenting sewers of various sizes, as shown on the plans or as directed by the City Engineer.

The cost for all work related to this item shall be considered incidental to the cost of the new or modified sewer. No separate payment will be made by the City.

All main lines shall be inspected and documented for acceptability and provide documentation to any potential problems or deviations from the proposed specifications.

Televising inspection service may be done simultaneously with deflection test as approved by the City Engineer. However, in the event of deflection failure or low pressure air testing fails and a repair or replacement of the sewer is required, the Contractor shall be obligated to re-televise and document the repaired section of the sewer.

The Contractor shall be responsible for obtaining information such as: depth of flow, sewer velocities, rates of flow, manhole depths, air quality in sewers, traffic conditions and other pertinent information which may be necessary to complete the work as specified.

05.02 **Equipment** List of Equipment

05.021 **Television Camera**: The television camera used for the inspection shall be one specifically designed for such inspection and have radial view capability. The lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions and shall have either automatic or remote focus and iris controls. The camera, television monitor, video recorder and all other components of the video system shall be capable of producing color picture quality to the satisfaction of the City Engineer. The videotape with audio shall be provided on 2-hour VHS cassettes with a tape width of ½ inch and
be recorded in the 2-hour mode. The videotape shall be of the long life, self lubricating type, produced under rigid quality control standards and provide the highest quality picture and sound.

The camera shall be moved through the sewer line by devices that do not obstruct the camera view or interfere with proper documentation of sewer conditions.

05.022 Camera Monitor: The monitor shall be located on-site within a mobile TV studio large enough to accommodate a minimum of four people for the purpose of viewing the monitor during the inspection process. The City Engineer or his representative shall have access to view the monitor at all times.

05.023 Winching: When manual operated winches are used to pull the camera through the sewer line, telephones or other suitable means of communication must be established between the winch operator and the video system operator.

05.024 Accuracy: The importance of accurate distance measurements is emphasized. The video equipment shall be capable of recording an accurate horizontal distance measurement from the starting point to the point of observation of the camera. Markings on the cable, or the like, which would require interpolation for the depth of manholes is not acceptable. Accuracy of the metering device shall be verified by use of a walking meter, roll-a-tape, or other approved device, and shall be satisfactory to the City Engineer or his representative.

05.03 MAINTAINING TRAFFIC: The Contractor shall arrange with the City’s Project Representative at least 48 hours in advance to the commencement of procedure.

The Contractor shall be responsible for maintaining traffic at all times in accordance with the requirements set forth in the Ohio Manual of Uniform Traffic Control Devices and as per Item 614-Maintaining Traffic, of the latest edition of the Ohio Department of Transportation, Construction and Material Specifications.

All traffic control devices including plastic drums, cones, temporary signs, flashing arrow panels, etc. shall be placed in accordance with the O.D.O.T. Standard Drawings.

Any temporary roadway or lane closing(s) shall be kept to a minimum and must be approved and coordinated with the City’s Traffic Engineering Office at least five (5) working days in advance. The City’s Traffic Engineering Office shall notify the news media and emergency departments when necessary.

The Contractor shall maintain access to and from all properties along the line of work at all times, unless otherwise coordinated and approved by the Engineer.

05.04 SAFETY: The Developer/Contractor shall be responsible for conducting his work in accordance with all applicable laws as prescribed by the “Occupational Safety and Health Act of
1970” and shall do everything reasonable necessary to protect the life, health, safety and welfare of any employee, visitor or pedestrian.

05.05 PROCEDURES FOR REDUCING EXCESSIVE SEWERAGE FLOW (during sewer televising):

Reducing flow shall be performed with the approval of the City when the flow at the upstream manhole, of the sewer section to be televised, is greater than 33% of the pipe diameter. In the event that televising is not permitted, due to excessive depth of flow, the Contractor shall perform the work by one of the following methods only as directed by the City Engineer:

1. Televising may be performed during low flow periods (off peak hours), such as night hours. No additional compensation will be paid by the City for this work. Times for the above work shall be scheduled by the City Engineer.

2. A sewer plug, or sand bags, shall be inserted into the line upstream of the section being televised to achieve the required maximum depth of flow. (The plug shall be so designed that all or any portion of the sewage can be released during the televising inspection.) Immediately after the work has been completed for that particular section of sewer, the flow shall be restored to normal.

3. Bypass Pumping: When required, as noted above, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer section to be televised. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm.

NOTE: When flow in a sewer is plugged, blocked or bypassed, the Contractor must take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging. Further precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewer system. The Contractor shall be solely responsible for any damages as a result of their actions.

05.06 DOCUMENTATION OF TELEVISIONED SEWER INSPECTION:

The Contractor shall assign personnel or firm familiar with televising procedures and their requirements set forth.

The Contractor and City’s Project Representative shall be present at all times during the televising procedure, unless otherwise approved by the City Engineer.

Original color videotape recordings shall be forwarded to the City Engineer for replay and shall become the property of the City upon final approval of the City Engineer. The tapes shall be professionally labeled showing the City’s name, the lines or sections recorded on the tape, tape number as referenced on a log, the name of the Contractor, and other labeling approved by the City
Engineer. Reprocessed tapes or copies will not be accepted. All unacceptable tapes will be returned to the Contractor.

An accurate and continuous footage reading shall be superimposed on the video recording for each line inspected. The header shown on the tape prior to inspecting each line shall include at a minimum, the date of inspection, the diameter of the sewer and the manhole number designation for each manhole on the line section inspected, as established and referenced on the Contractor’s inspection log.

The camera may be moved through the sewer line in either direction, at a rate not to exceed 30 feet per minute, and stopping when necessary to permit proper documentation of the sewer’s condition, as outlined elsewhere in this section.

The video recording shall be augmented with audio voice recording calling out the nomenclature of the sewer system, the pipe, manholes, wyes, debris, mud, roots, water, “event” (bad joints, cracked, damaged, or deformed pipe) or any other information that would be of use to internal inspection of sewers.

The voice shall be clean, concise, and loud enough to overcome any background noise from machinery or equipment. The audio annotation shall start by identifying the pipe footage from the downstream manhole of the run and then go on to identify the “event”. The camera shall stop at each “event” if it is something out of the ordinary as indicated above. It is left to the discretion of the Contractor as to whether the “event” is of such severity (or unidentifiable) to warrant reversing the camera one or more times to catch a better view.

At locations of the “events” described above, as well as at all service connections, the camera’s radial view capabilities shall be utilized where appropriate, to carefully view the “event” so as to allow the City to make a better determination of the severity of a problem or to determine the condition of service line connections.

In addition to videotape recordings, the Contractor shall furnish the City with one copy of a television inspection log. This inspection log shall be printed on a format pre-approved by the City. The log shall accurately describe in detail and reference all information required on the videotape recording of each section chronologically.
TABLE 1

THERMOPLASTIC PIPE, PVC, SDR 35
AVERAGE INSIDE DIAMETERS
5.0% DEFLECTION MANDREL DIMENSIONS
(DERIVED FROM ASTM D 3034)

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Section VIII: Project Utility Note

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

**Project Utility Note:**
Excusable, Non-Compensable Delays shall be in accordance with ODOT Specification 108.06B, and shall include any delays due to utility interference within the project limits. No compensation will be allowed for utility delays.

Bidders are advised that the following utility companies or entities may have facilities in the project area:

- Dominion East Ohio (DEO)
- Time Warner Cable
- City of Canton Engineering Department (Sanitary & Storm)
- City of Canton Traffic Engineering Department
- AT&T
- American Electric Power (AEP)
- City of Canton Water

The locations of the utilities shown in the project construction plans are as identified by field markings made by the utility company at the time of survey, or the original locations as shown on record documents provided by the utility company which may not be the current locations in the field. Contractor should coordinate all activities that may be in conflict with the appropriate utility owner. Furthermore, the Contractor must notify OUPS (1-800-362-2764) and also contact any non-members directly before performing any digging on the project.

All utility coordination and necessary work by the utility company or contractor shall be addressed in accordance with applicable construction plan notes and contract documents.

These notes are for the benefit of the contractor. Other utilities may be present. Furthermore, actual location of these utilities is the Contractor’s responsibility.
Section IX: Change Order Policy

Canton Engineering Change Order Policy

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

Change Orders will be categorized into the following Tiers:

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

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

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

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

Authorization of Change Order Work:

Tier 1: The Canton City Engineering will authorize the work prior to submission of the Change Order. Contractor cannot proceed until such authorization.
Tier 2: The contractor must receive written authorization, from the Canton City Engineer, before the execution of any of the Change Order work. This authorization will not be given until the Change Order has been approved by the Board of Control and Canton City Council, as needed. The Canton City Engineer may override Tier 2 Authorization procedure for any circumstances to assure safety, environment, or protection of property.

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

City of Canton Engineering Department’s Claims Management Policy
The City of Canton recognizes the need to contend with claims experienced by the contractor that are not addressed by the contract. This policy acts as directive to provide stability and expertise in the management of its claims and to ensure they are investigated, evaluated, and resolved in a timely and professional manner.

Claims
A dispute is not identified as a claim until a Notice of Intent to File a Claim. The Notice of Intent to File a Claim cannot be made until Steps 1 and 2 are completed. A claim is defined as formal assertion by the contractor for something due or believed to be due to the contractor. This claim may include monetary compensation and/or time extension for the completion of the contract. All claims must be presented by the Prime Contractor. Claims submitted by a sub-contractor or supplier against the City or Prime Contractor shall not be accepted.

Purpose
This policy attempts to resolve disputes in a fair and cost-effective manner. The documentation resulting from this procedure will provide information needed to make a reasonable and un-biased decision. City of Canton Engineering acknowledges that costs can be kept to a minimum when the resolution is found at the departmental level.

Process
The Contractor must follow this policy to be eligible for any compensation (time or monetary) for any and all claims not covered by the Change Order Policy. All steps in the policy must be completed prior to moving to the next step. The Contractor shall continue with all Work, including that which is in dispute. The City will continue to pay for work being performed.

Prior to entering into the formal claim resolution process, both the contractor superintendent and the City’s Inspector and Construction Manager agree to attempt to resolve any disputes in a good faith effort that is fair and equitable to both the contractor and the City within the guidelines and requirements established by the contract. If this good faith effort does not resolve the problem, the contractor may proceed into the Claims Management Procedure.

Step 1 City Project Manager
The City Project Manager shall meet with the Contractor’s superintendent and City Construction Inspector within two (2) working days of receipt of the Contractor Written Early Notice set forth in 104.02.G of the ODOT Construction and Material Specifications. The City Project Manager will negotiate in an effort to reach a resolution according to the Contract Documents. The City Project Manager will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2. The claim along with all pertinent information and contract provisions shall be presented to the City Project Manager by the contractor and City representatives.

Step 2 City Engineer
Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the City Engineer. The City Engineer will assign the dispute
a dispute number. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the City Engineer.

2. The Dispute Documentation shall be identified on a cover page by G.P.# (project number), Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.

3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.

4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.

5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.

6. The dollar amount of additional compensation and length of contract time extension being requested.

7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.

8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor’s request.

9. Copies of relevant correspondence and other pertinent documents.

The City Engineer shall review and recommend a resolution to the claim. If recommended by the City Engineer, the process will cease and the claim will be processed as a Change Order. Otherwise, the City Engineer will meet with the contractor’s representative, the City Project and Construction Managers within fourteen (14) days to hear each party’s stance and as a last chance opportunity to resolve the claim before escalating to Step 3. The City Engineer will issue a written determination of Step 2 to the contractor and project file within fourteen (14) days. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 3.

Step 3 Canton Service Director
Within fourteen (14) calendar days of receipt of the Step 2 decision, the Contractor must submit a written Notice of Intent to File a Claim to the Canton City Service Director. This notice shall state the Contractor’s request for a Canton Service Director hearing on the claim. The dispute becomes
a claim when the Service Director receives the *Notice of Intent to File a Claim*. The City of Canton Law and Purchasing Departments will provide advice to the Canton Service Director. The Canton Service Director will be responsible for deciding claims.

The Contractor shall submit six (6) complete copies of its Claim Documentation to the City Engineer within thirty (30) calendar days of receipt of the *Notice of Intent to File a Claim*. This time frame may be extended upon mutual agreement of the parties and with approval of the Committee. In addition to the documentation submitted at Step 2, the narrative shall be enhanced to include sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This documentation must also include a discussion of the efforts taken to resolve the dispute. When submitting the Claim Documentation, the Contractor must certify the claim in writing. Such certification shall attest to the following:

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

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

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

*By: ____________________  
(The Contractor, Name and Title)  
Date of Execution: ________*

Within thirty (30) calendar days of receipt of the Contractor’s Claim Documentation, the City Engineer shall submit six (6) complete copies of its Claim Documentation to the Canton Service Director. In the event that the Contractor is granted a time extension for the submission of its Claim Documentation, the City Engineer will be granted an equal time extension for submission of its Claim Documentation. At a minimum, the City Engineer’s Claim Documentation must include:

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the dates of the disputed work and the date of early notice. The narrative must also discuss the prior efforts taken to resolve the dispute.
2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.

3. Response to each argument set forth by the Contractor.

4. Any counter-claims, accompanied by supporting documentation, the Canton Service Director Claims Committee wishes to assert.

5. Copies of relevant correspondence and other pertinent documents.

Within fourteen (14) calendar days of receipt of the Construction Manager’s Claim Documentation, the City Engineer will forward one (1) complete copy to the Contractor and will schedule a hearing on the dispute. Once a hearing date has been established, both the Contractor and Construction Manager shall provide the Canton City Engineer with the list of names and telephone numbers of each person who may present information at the hearing. Reasonable time, generally not to exceed 60 days, will be provided for submission and review of additional documentation by either party prior to the hearing date. However, unless otherwise permitted by the Committee, the exchange of documentation and all disclosures specified in this step of the process shall be completed at least fourteen (14) calendar days prior to the hearing. Upon request or at the Committee’s discretion, the Committee may delay the hearing one (1) time to allow more time for review and requests for more documentation. In the event of multiple claims, the Committee may order that they be considered in a single hearing. The Committee may hold this hearing after the completion of the project or until such time that it is assured that all disputes on the project have been processed through Steps 1 and 2. The Contractor and Construction Manager will each be allowed adequate time to present their respective positions before the Committee. The Contractor and Construction Manager will also each be allowed adequate time for one (1) rebuttal limited to the scope of the opposing party’s presentation. The Contractor’s position will be presented by a Contractor’s representative who is thoroughly knowledgeable of the claim. Similarly, the Construction Manager’s position will be presented by the Construction Manager or a representative who is thoroughly knowledgeable of the claim. Each party may have others assist in the presentation. The Committee may, on its own initiative, request information of the Contractor in addition to that submitted for the hearing. If the Contractor fails to reasonably comply with such request, the Committee may render its decision without such information. Upon completion of the hearing and consideration of any additional information submitted upon request, the Committee will submit a written recommendation on the disposition of the claim to the Canton Service Director. The Canton Service Director will ratify, modify, or reject the recommendation of the Committee and render its decision within sixty (60) calendar days of the hearing. Within thirty (30) calendar days of receipt of the Committee’s decision, the Contractor must either accept or reject the decision in writing. In the event the Contractor fails to do so, the Committee may revoke any offers of settlement contained in the decision. The decision of the Committee is the final step of Canton Engineering Department Dispute Resolution Process and may not be appealed within the Department. The Committee is not bound by any offers of settlement or findings of entitlement made during Steps 1 and 2 of the Dispute Resolution Process.
Section XI: Signature and Proposal Pages

Signature Page
NE Industrial Park Project, GP 1148

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 NE Industrial Park Project, GP 1148 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.
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.

GP 1148 NE Canton Industrial Park
Proposal

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<th>Item Num.</th>
<th>Item Description</th>
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### GP 1148 NE Canton Industrial Park Proposal

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**DRAINAGE**

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GP 1148 NE Canton Industrial Park
Proposal

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**WATER & FM**

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**EROSION & SEDIMENT CONTROL**

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## GP 1148 NE Canton Industrial Park Proposal

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**TOTAL BASE BID**

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**TOTAL ALTERNATE BID**

*Alternate Bid: Replace the 6” Asphalt Concrete Base, PG64-22 with 10” Depth. Eliminate the 1.5” Asphalt Surface Course, Type 1, (448), Pg64-22, As Per Plan and the 2.5” Asphalt Concrete Intermediate Course, Type 2, (448). This will create a new total cost for the Alternate Bid. **The 301 shall be placed in two lifts.**
Contractor Name: _____________________________________________________________

Total Bid Price in Figures  $ _________________________________________________

Total Bid Price in Words  $ _________________________________________________

Total Alternate Bid Price in Figures $ ___________________________________________

Total Alternate Bid Price in Words $ ___________________________________________

***For informational purposes only. Unit Prices will govern.***
Appendix A: Project Labor Agreement

Note: This project requires the contractor to assent to a project labor agreement (PLA). The applicable PLA for this project is contained on the following pages. Failure to sign and return the “Letter of Assent to the Project Labor Agreement” (page 30 of the following PLA) with your bid may result in your bid being disqualified.
PROJECT LABOR AGREEMENT
FOR THE
NE INDUSTRIAL PARK PROJECT (GP 1148)
ENTERED INTO BETWEEN
CITY OF CANTON
AND
EAST CENTRAL OHIO BUILDING AND CONSTRUCTION
TRADES COUNCIL AFL-CIO
AND
SIGNATORY LOCAL UNIONS

Effective ____________________
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ARTICLE II Purpose .........................................................4
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ARTICLE IV Scope of Agreement ..........................................6
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ARTICLE I

INTENT AND DURATION

Section 1. Intent And Duration. This Project Labor Agreement (the "Agreement") is entered into between the City of Canton (collectively the "Owner"); the East Central Ohio Building and Construction Trades Council, AFL-CIO ("ECOB & CTC" or "Council"); and the Signatory Unions (the "Unions"), and applies exclusively to the construction work within the scope of this Agreement to be performed on the NE Industrial Park Project (the "Project"). The purpose of this Agreement is to promote efficiency and cost-savings in the construction and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction, refurbishing and renovation work covered by this Agreement on the Project shall be contracted exclusively to Contractors, of whatever tier, who agree to execute and be bound by the terms of this Agreement. The Unions agree that Contractors may execute the Agreement, or the Letter of Assent attached as Appendix I, for purposes of performing such work. The Owner (or its permitted designee) shall monitor compliance with this Agreement by all contractors and subcontractors. For purposes of the Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction, refurbishment and renovation work on the Project. The Owner, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union, which conflicts with any provisions in this Agreement, will be binding on any other party unless endorsed in writing by the Owner.

Section 2. Limitation Of Agreement To Project. The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at
other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project. Nothing in this agreement is intended to, or shall, interfere with, or negate, any existing contractual relationship or collective bargaining agreement between the Union and any contractor or subcontractor that may execute this Agreement.

ARTICLE II

PURPOSE

Section 1. Purpose. The parties to this Agreement understand and acknowledge that the timely construction of the Project furthers the economic stability and development of the City of Canton and the welfare of Canton residents, and is consistent with the City’s proposed Comprehensive Plan. This Project involves the construction of a 400-foot-long access road (“Ford Motor Way”) into the Northeast Canton Industrial Park property. The property was formerly owned by the Ford Motor Company and was donated to the City of Canton for industrial use. This new public roadway will run south from Georgetown Street across from the Republic Steel Facility. The width of the roadway will be approximately 24 feet. Upwards of 225 feet of guardrail will be constructed between the roadway and the existing creek. This Project includes tree clearing, earth work, pavement, drainage, water main installation, erosion and sediment control, post-construction storm water treatment for pavement runoffs, the cutting of curbs and the installation of grassed swales behind the curbing. The cost of the Project is approximately $500,000 dollars. It will be financed from a 2010 Roadwork Development Grant received from the Ohio Development Services Agency. This Project will be bid in July, 2017 and must be completed, in accordance with the Grant, by the end of 2017. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an on-time and efficient completion of the Project.

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the Owner has a critical need for timely completion of the Project and that timely completion of the Project is therefore vital. The parties understand and agree that timely completion of the Project will require the use of substantial numbers of employees from
construction and supporting crafts possessing skills and qualifications that are essential to the Project. The Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and with no delays. In recognition of those special needs of the Project, the Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of the City of Canton. Contractors agree not to engage in any lockouts.

Section 3. Nothing in this Article II is intended to relieve or excuse the Owner, or an Employer, from fully and fairly participating in any pre-job conference required under this Agreement. Provided further, nothing in this Article II is intended to deny any contractor or subcontractor the opportunity to fully and fairly participate in the bid process for work under this Agreement.

ARTICLE III

BENEFITS OF THE AGREEMENT

Section 1. Benefits Of The Agreement. This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

(a) reducing and/or eliminating the tension and potential disagreements that might otherwise exist between Union and non-union workers on the Project;
(b) avoiding the costly delays of strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
(c) standardizing terms and conditions governing the employment of labor on the Project;
(d) permitting flexibility in work scheduling and shift hours and times;
(e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
(f) providing comprehensive and standardized mechanisms for the settlement of work disputes;
(g) ensuring a reliable source of skilled and experienced labor; and
(h) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry. Mindful of the economic condition and unemployment rate in Stark County, the Owner anticipates and expects that all construction workers and employees on this Project will be residents of Stark County. In view of the very technical and specialized work that is inherent in the construction industry, all parties acknowledge that this expectation by the Owner is a goal, not a mandate. To this end, all Contractors working under this Agreement pledge that they will make a good-faith effort to reach this goal expressed by the Owner.

ARTICLE IV

SCOPE OF AGREEMENT

Section 1. The Work. This Agreement is specifically defined and limited to onsite construction and renovation work required to construct the Project.

Section 2. Exclusions From Scope. Items specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Owner.

(c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas and except as
provided in Article IV, Section 10), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).

(d) All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.

(e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.

(f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.

(h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.

(i) All work done by employees of any State agency, authority or entity or employees of any municipality or other public employer.

The Unions agree that there shall be no interference with or disruption of work, of those contractors, employers, and employees exempted from coverage of this Agreement by subparagraph (a) through (i) above.

Section 3. Contract Award and Consent to Agreement.

(a) The Owner, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.

(b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement, on or after the
effective date of this Agreement, shall also be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be immediately provided to the Union upon execution.

Section 4. Stand-Alone Agreement. This Agreement is a stand-alone Agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement, the Agreement will utilize the local area collective bargaining agreements of signatory locals, not state-wide agreements or other special project agreements, as a reference to define the signatory local unions' craft jurisdiction. Again, jurisdictional disputes shall be settled in accordance with Article VIII.

Section 6. Subcontracting. The Owner agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local
collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this Project shall be subject to all of the dispute resolution provisions of this Agreement.

**Section 7. Security.** All employees covered by this Agreement in the employ of the Contractors shall remain members in the applicable signatory Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the applicable signatory Union seven (7) days after the date of their employment and shall remain members of the Union during the term of this Agreement. (This clause shall be applied to the extent permitted by law). A Contractor shall not discharge any employee for non-membership in the Union if: (a) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**Section 8. Liability.** It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Construction Supervisor and/or any Contractor, and neither the Owner nor Construction Supervisor shall assume any liabilities of the Contractors.

**Section 9. Abatement of Agreement.** As areas of covered work on the Project are accepted by the Owner, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

**Section 10. Miscellaneous.** Notwithstanding any other provision of this Agreement, this Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the contractor(s), of whatever tier who have contracts awarded for such work on the project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in the agreement. Any off-site
prefabrication of any building materials, systems and/or components traditionally performed on site shall be performed by the appropriate craft signatory to this agreement and approved by the Owner.

ARTICLE V
LABOR/MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a two-person committee comprised of one member each appointed by the Owner (or its designee) and the Unions, with an alternate appointee Union member available to replace the regular appointee when a problem or grievance concerns the regular appointee’s Union. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

Section 2. The Committee shall meet at least quarterly, or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI
UNION RECOGNITION AND EMPLOYMENT

Section 1. Pre-Hire Recognition. Each Contractor and subcontractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft and trade employees within their respective jurisdictions working on the Project under the Agreement.

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off. To the extent any training or vendor education is required to fill any position, said training shall be undertaken at no cost or expense to Owner.

Section 3. Union Referral. For local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used
exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with Federal, state, and local laws and regulations requiring equal employment opportunities and nondiscrimination, and referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral and request another, different referral; provided, however, the Contractor shall furnish, upon request from the Union, a written explanation for the rejection.

Section 4. Lack of Job Referral System. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union a forty-eight (48) hour opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 5. Unavailability of Union Referrals. In the event that local Unions are unable to fill any requisitions for qualified employees within forty-eight hours (48) after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name, address and telephone number of any applicants hired from other sources and refer the applicant for the Local Union for dispatch to the Project.

Section 6. Union Best Efforts. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographic areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project.
ARTICLE VII
GRIEVANCE ARBITRATION PROCEDURE

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the Local Union may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short
description hereof, the date on which the grievance occurred, 
and the provisions of the Agreement alleged to have been 
violated.

(a) Should the Local Union(s) or the Project Contractor or any Contractor 
have a dispute with the other party and if, after conferring, a settlement is 
not reached within three (3) working days, the dispute may be reduced to 
writing and proceed to Step 2 in the same manner as outlined herein for 
the adjustment of an employee complaint.

**Step 2.** The International Union Representative and the 
involved Contractor shall meet within seven (7) working days of 
the referral of a dispute to this second step to arrive at a 
satisfactory settlement thereof. Meeting minutes shall be kept 
by the Contractor. If the parties fail to reach an agreement, the 
dispute may be appealed by the Union, in writing, in 
accordance with the provisions of Step 3.

**Step 3.** (a) If the grievance has been submitted but not adjusted 
under Step 2, either party may request in writing, within seven 
(7) calendar days thereafter, that the grievance be submitted to 
an Arbitrator mutually agreed upon by them. The Contractor 
and the involved Union shall attempt mutually to select an 
arbitrator, but if they are unable to do so, they shall request the 
Federal Mediation and Conciliation Services (FMCS) to provide 
them with a list of arbitrators from which the Arbitrator shall be 
selected. The rules of FMCS shall govern the conduct of the 
arbitration hearing. The decision of the Arbitrator shall be final 
and binding on all parties. The fee and expenses of such 
Arbitration shall be borne equally by the Contractor and the 
involved Local Union(s).

**Section 4.** Failure of the grieving party to adhere to the time limits established 
herein shall render the grievance null and void. Failure of the Contractor to adhere to the 
time limits established herein shall result in the grievance being sustained. The time limits 
established herein may be extended only by written consent of the parties involved at the
particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 5. The Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII
JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with decisions issued under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the ‘Plan’), or any successor Plan, adopted by the National Building and Construction Trades Department.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre job conference with the appropriate Council prior to commencing work. The Owner will be advised in advance of all such conferences and may participate in the conference.

ARTICLE IX
MANAGEMENT’S RIGHTS

Section 1. Exclusive Owner - Workforce. Except as otherwise provided in this Agreement, the Owner (or its designee) and the Contractors retain the authority for the management of their operations and workforces.

Section 2. Materials, Design, Machinery, Equipment. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or
design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

**Section 3. New Technology, Equipment.** The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

**Section 4. Disputes.** If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

**ARTICLE X**

**WORK STOPPAGES**

**Section 1. No Strikes or Work Disruptions.** There shall be no strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Local Union is unable to provide qualified replacements for those employees who are in violation of this Article
by the beginning of the next shift, the Employer is free to hire from any source.

**Section 2. Union Responsibilities.** The Local Union shall not be liable for acts of employees for which it has no responsibility. The principal officers of the Local Union will immediately instruct, order and use their best efforts to cause the members of the Local Union they represent to cease any violations of this Article. If it complies with this obligation, the Local Union shall not be responsible for unauthorized acts of employees it represents.

**ARTICLE XI**

**WAGES AND BENEFITS**

**Section 1(A). Wages.** All employees covered by this Agreement shall be classified in accordance with work performed and paid 100% of the wages and 100% of the benefits as established in the respective Craft's Collective Bargaining Agreement and any subsequent modifications thereto. The Contractor, upon request, shall provide the Unions and Owner with substantiation that wages and benefits are being paid on the Project. The Unions shall provide the Owner, and any Contractor or subcontractor that is party to this Agreement, with wage, fringe benefit and dues reporting forms.

**Section 1(B). Wage Premiums and Additives.** The Council and the signatory unions agree that no PLA-specific wage increases, premiums or additives appearing in any local collective bargaining agreement shall have any application to the wage rates appearing in Section 1(A) above.

**Section 2. Payment of Benefits/Contributions.** Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor.

**Section 3. Non-Affiliated Labor Organizations.** The Contractor shall deduct
from each employee's wages all uniform dues and working assessments set forth in the Employee's Local Collective Bargaining Agreement. If a labor organization is not affiliated with the Council, and supplies its members or referrals for work on the Project, such labor organization shall pay to the Council the dues and assessments it would owe the Council if affiliated, for all periods during which the labor organization has members or referrals working on the Project. Any disputes under this paragraph shall be resolved exclusively between the labor organization and the Council by using the grievance procedure appearing in Article VII, as provided herein. All grievances shall be reduced to writing within thirty (30) days of the date on which the aggrieved party discovered the dispute. The grievance shall be initiated at Article VII, Section 3, Step 3.

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING
THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the Project. All parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout by a Contractor on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement. Should any Local Union fail or refuse to provide and/or refer qualified employees for work on the Project during an economic strike, any affected Contractor shall be permitted to utilize the procedures appearing in Article VI, Section 5 of this Agreement.

Section 2. Wage/Benefit Increases. Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project, those wage and/or benefit increases shall be paid
by the affected Contractor, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) eight hours days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For purposes of Section 3, the third shift shall be considered as part of the prior day's work.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as the scheduled end of the shift. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or, for 8 hour shifts, in excess of eight (8) hours per day; or for 10 (ten) hour shifts for work in excess of 10 hours per day; such work and work performed on Saturdays shall be paid at one and one-half times the straight time rate of pay. However, in scheduled four (4) day/ten hour shift work weeks, Friday may be scheduled as a "makeup" day at straight time to make up for a day lost (Monday through Thursday) due to inclement weather. In addition, if a "make-up" day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours
work or pay. In any week in which employees on the Project are scheduled on four/ten hour shifts, an employee whose first day of work on the Project begins on Wednesday or later day of the schedule shall be paid, during the first week of his employment only, time-and-one-half for all hours worked in excess of eight in a day or each day he works during said week. Work on Sundays and holidays shall be at double time. There shall be no restriction on any contractor’s scheduling of overtime or the non-discriminatory designation of employees who will work. The contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.
(a) Shift work may be performed at the option of the Contractor(s) upon three (3) days’ prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours pay. A premium of $.25 per hour shall be paid for work on the second shift and $.50 per hour for work on the third shift.

(b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift) between Monday through Thursday.

Section 5. Minimum Pay. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the employer’s discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this agreement when the employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the employer requests employees to remain available for work, the employees
will be compensation for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this section are not applicable where the employee voluntarily quits or lays off.

Section 6. Holidays. Holidays shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

Section 7. Meal Period. The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly".

Section 8. No Organized Work Breaks. There will be one (1) break during the first four (4) hours of a shift which shall be taken at the employee's work station. Individual nonalcoholic beverage containers will be permitted at the employee's work station.

Section 9. Helmets to Hardhats.
(a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
(b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV
APPRENTICES

Section 1. Need For. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentice’s capabilities.

Section 2. Ratios. The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested and if available. Apprentices shall perform the work of their craft in accordance with the ratios and terms in their governing collective bargaining agreements. To the extent requested by Owner, the Contractor(s) may use the maximum number of apprentices permitted by local collective bargaining agreements.

ARTICLE XV
DRUG AND ALCOHOL POLICY

Section 1. Drug and Alcohol Policy. All parties understand and agree that a drug and alcohol policy, approved by the Council, will be in force for all work performed under the Agreement. The drug and alcohol policy will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project’s premises and will require testing of employees. The drug and alcohol policy, attached hereto as Appendix 2, is incorporated into and made part of this Agreement and is implemented for all Contractors and employees working on the Project.

ARTICLE XVI
NON-DISCRIMINATION

Section 1. Policy. It is the continuing policy of the Owner, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin, sexual orientation or any other basis prohibited by applicable law.
ARTICLE XVII
SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project. This Agreement settles all demands and issues on the matters subject to collective bargaining and that it shall not be modified or supplemented in any way except by written agreement executed by the Owner and all parties.

ARTICLE XVIII
SEPARABILITY AND SAVINGS CLAUSE

Section 1. Intent of Parties. If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the Owner and the Council cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal interest arbitration.

Section 2. Force of Agreement. The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Owner, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible. It is hereby agreed that this Agreement covers all of the signatory local unions listed below.

Section 3. Delegation. The Owner, in its sole and absolute discretion has the right to delegate its duties hereunder to a representative and/or designee who may be either an employee of Owner or a third party with whom Owner has contracted for contractor services.
OWNER
CITY OF CANTON

William Cotton
Director of Public Service

EAST CENTRAL OHIO BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO

Dave Kinin
President

BRICKLAYERS LOCAL 6

By: Justin M. Garrard
Name: Justin M. Garrard
Title: Field Rep.
Date: 6-12-17

ELECTRICIANS LOCAL NO. 540

By: Philip D. Williams
Name: Philip D. Williams
Title: Bus Mgr / Fianc. Secy.
Date: 6/8/17

GENERAL TRUCK DRIVERS & HELPERS UNION LOCAL NO. 92

By: Warren Brustoski
Name: Warren Brustoski
Title: B.A.
Date: 6-30-17
GLAZIERS LOCAL NO. 1162

By:________________________________________
Name:_____________________________________
Title:_______________________________________
Date:_______________________________________

HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL
NO. 84

By:________________________________________
Name:_____________________________________
Title:_______________________________________
Date:_______________________________________

INDIANA/KENTUCKY/OHIO
REGIONAL COUNCIL OF
CARPENTERS

By:________________________________________
Name:_____________________________________
Title:_______________________________________
Date:_______________________________________
IRONWORKERS LOCAL NO. 550

By: **William Shoer II**
Name: **William Shoer II**
Title: **Business Manager**
Date: **6-5-17**

LABORERS LOCAL NO. 1015

By: **Jake Cretson Jr.**
Name: **Jake Cretson Jr.**
Title: **Business Manager**
Date: **6-14-17**

OPERATIVE PLASTERERS’ AND CEMENT MASONS LOCAL NO. 109

By: **Greg Daniels**
Name: **Greg Daniels**
Title: **Business Mgr.**
Date: **6-14-17**
PAINTERS LOCAL NO. 603

By: ____________________________
Name: __________________________
Title: ____________________________
Date: ____________________________

PLUMBERS, PIPEFITTERS AND REFRIGERATION LOCAL NO. 94

By: ________ Dave Kruvei________
Name: ________ Dave Kruvei________
Title: ________ Business Manager _______
Date: ________ 6-8-17 _______

ROOFERS, LOCAL UNION NO. 88

By: ________ Barbara A. Dixon ________
Name: ________ Barbara A. Dixon _______
Title: ________ Business Agent _______
Date: ________ 6-19-2017 _______
APPENDIX 1

LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE NE INDUSTRIAL PARK PROJECT (GP 1148)

Pursuant to Article I, Section 1 of the Project Labor Agreement (the "Agreement") for the NE Industrial Park Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

This Letter of Assent shall ONLY apply to the above-referenced Project and shall remain in effect for the duration of the above-referenced Project, after which this understanding will automatically terminate without further notice.

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: ____________________________

Name and Signature of Authorized Person:

(Print Name) ____________________________

(Title) ____________________________

(Signature) ____________________________

(Phone #) ____________________________

(Date) ____________________________
APPENDIX 2
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY

SPECIFICATIONS

The Owner is committed to providing a safe workplace for the workers assigned the Project, promoting high standards of employment health, and fostering productivity that satisfies its quality expectations. Consistent with the intent and spirit of this commitment, the Owner and ECOB & CTC have established a substance abuse testing specification for the Project with the goal of maintaining a work environment that is free from the effects of the use of illegal drugs and alcohol. The Owner will implement the terms of this policy.

This specification is not intended as a substitute for the Contractors' complete written substance abuse policy. Normally, such policies include other important features, including, but not limited to, an employee education and awareness Program, a supervisor training program and an employee assistance program.

The policy for this Project requires that any construction employee entering the project site will comply with the substance abuse testing requirements as outlined in this section. The Owner reserves the right to amend this specification upon written notice to the Contractor and the Unions on the Project. The parties to this agreement shall recognize the Drug Free Work Site Program as implemented through participating Unions and/or Contractors as administered by the contractor, or for contractors who are not signatory to agreements with signatory unions belonging to ECOB & CTC, and their core employees, an equivalent program that meets the specifications, contractual requirements, and testing requirements as set forth in this Appendix 1.

CONTRACTUAL REQUIREMENTS

All Contractors must have and enforce a written Substance Abuse Program incorporating the testing requirements, term, and conditions set forth in this specification. This specification is applicable to all employees, current and prospective, in order to be eligible to perform work at the Project. The Contractors must comply with the specification. Supplies, vendors, and visitors are subject to confirmation of their abstinence from the possession or use of substances indicated in this specification. A copy of each contractor's substance abuse program must be submitted to the Owner for approval prior to commencement of any work on the Project site.
The substance abuse program must apply to all employees working on the Project and subcontractors' of any of tier working on the Project site. This includes workers, new hires, replacement workers, and supervisory personnel. No employee or prospective employee of a Contractor shall be permitted to work on the Project site unless such employee has submitted to testing by this specification and unless the results of such testing are negative as hereinafter defined. The Contractor must provide the Owner with a Monthly Summary Report of the Substance Abuse Program compliance.

All Contractors must train their respective employees in methods that will allow them to recognize substance abusers. Supervisory Employees of the Owner or its subcontractor shall be trained to take action, and to confront a substance abuser in a manner consistent with generally accepted safety-training procedures.

The cost of implementing the Substance Abuse program shall be borne by each respective Contractor affected by this specification.

Suppliers, vendors, and visitors must become signatory to the terms of this specification and their abstinence from substance abuse, and their continued avoidance of violations of the specification at the project site. Furthermore, in the event of an incident and/or accident occurrences involving suppliers, vendors, and/or visitors, the same agrees to submit to the substance abuse testing when requested. Refusal to comply would be grounds to have the supplier, vendor, or visitor permanently barred from the Project site by regulators.

**TESTING REQUIREMENTS**

The Project requires:

- Post-offer/Pre-engagement drug and alcohol testing.
- Testing for reasonable suspicion of illegal drug use or alcohol use.
- Post accident and post incident drug and alcohol testing upon reasonable suspicion.
- Drug testing following discovery of illegal or unauthorized drugs or paraphernalia as creating reasonable suspicion.

All Prime Contractors must perform post-offer/pre-engagement, and post accident/incident testing upon reasonable suspicion, as follows:

a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA)
certified laboratory with test results interpreted by a licensed medical review officer (MRO).

b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.

c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by this specification. Acceptable negative test result format.

- A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
- An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

**COMPLIANCE PROCEDURE**

The Owner reserves the right to audit any substance abuse program required by this specification to verify compliance results within twenty-four (24) hours of notification of the intent to audit. The Owner shall have free right of access to all relevant records of the Prime Contractor and their subcontractors and supplies for this purpose, provided such record disclosures are within the scope of the States guidelines pertaining to confidentiality of employee records.

The Contractor's pre-engagement employees who receive a positive test result shall immediately leave the Project Site. Transportation of employees receiving the positive test result is the direct responsibility of the employing Prime Contractor, including employees of its subcontractors. Furthermore, pre-engagement employees receiving a positive test shall not be permitted to return to the Project Site earlier than 90 days from the date of the positive test. At this time the employee may begin the process outlined by this specification again.
DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

1. DEFINITIONS:
   (a) Company Premises - the term "Company Premises" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Contractor on the Project. Construction job sites for which the Contractor has responsibility are included.
   (b) Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
   (c) Employee - Individuals, who perform work for the Contractor, including, but not limited to management, supervision, engineering, craft workers and clerical personnel.
   (d) Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
   (e) Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.
   (f) Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

2. CONFIDENTIALITY
   (a) All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Contractor will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.
   (b) All actions taken under this policy and program will be confidential and
disclosed only to those with a "need to know."

(c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.

(d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

3. RULES - all employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

(a) Use, possess, dispense or receive prohibited substances on or at the Project job site; or

(b) Report to work at or on the Project with any measurable amount of prohibited substances in their system.

4. DISCIPLINE - When the Contractor has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall return to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

(a) Applicants testing positive for drug use will not be hired.

(b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

(c) Employees who refuse to cooperate with testing procedures will be terminated.

(d) Employees found in possession of drugs or drug paraphernalia will be terminated.

(e) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

5. PRESCRIPTION DRUGS - Employees using a prescribed medication which, in their physician's opinion, may impair the performance of their duties, either mental or motor
functions, must immediately inform the supervisor of such prescription drug use if
instructed by their physician to do so. For the safety of all employees, the Contractor will
consult with you and your physician to determine if a reassignment of duties is
necessary. The Contractor will attempt to accommodate your needs by making an
appropriate reassignment. However, if a reassignment is not possible, you will be placed
on temporary medical leave until released as fit for duty by the prescribing physician.
Appendix B: Prevailing Wage Requirements and Rates

OVERVIEW
This project will utilize Ohio Prevailing Wage Rates. All contractors and subcontractors are required to comply with all Prevailing Wage Requirements in the Ohio Revised Code. The documents outlined below are contained in the following pages and will be utilized to comply with these requirements.

DOCUMENTATION REQUIREMENTS
The successful bidder will be required to submit all required documentation and certified weekly payrolls per the requirements stipulated in Ohio Revised Code Chapter 4115 as work progresses to the City of Canton Prevailing Wage Coordinator.

PREVAILING WAGE AFFIDAVIT OF COMPLIANCE
This affidavit must be submitted to the Prevailing Wage Coordinator before the surety is released or final payment is made.

PREVAILING WAGE RATES
Attached are the State of Ohio Prevailing Wage Rates as of the posting date of this bid. Actual rates due to workers will be those in affect at the time of work.
Weekly Payrolls

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

A) Name of each employee

B) Employees’ social security numbers

C) Specific classification of employees (same as shown on wage determination or provisional approval).

D) Rate of pay not less than that shown on the wage determination.

E) Allowable fringe benefits paid to the employee.

F) Hours worked each day and total hours worked for each week for each employee.

G) Gross amount paid to each employee.

H) Itemized deductions for each employee.

I) Net amount paid to each employee.

J) The following certification:

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

I _________________________________________ _______________________________,
(Name of person signing affidavit) (Title)

Do hereby certify that the wages paid to all employees of ______________________________
(Company Name)

for all hours worked on the _______________________________________________________
(Project and Location)

project, during the period from _________________________ to _________________________
(Project Dates)

are in compliance with State prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

______________________________
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this ______ day of _____________________, 20____.

______________________________
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or
Subcontractor who supervises the payment of employees. This affidavit must be submitted to
the owner (public authority) before the surety is released or final payment due under the terms of
the contract is made.
Prevailing Wage Determination Cover Letter

County: STARK
Determination Date: 08/07/2017
Expiration Date: 11/07/2017

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
Prevailing Wage Rate
Skilled Crafts
Name of Union: Asbestos Local 207 OH

Change #: LCN01-2016fbLoc207OH

Craft: Asbestos Worker

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Special Calculation Note:

Ratio:
3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note):
ADAMS, ASHLAND, ASHTRALBA*, 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, SHELBURNE, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE


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

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.
An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Asbestos Local 84 Heat & Frost Insulators

**Change #: LCN01-2016fbLoc84**

**Craft: Asbestos Worker**

| Effective Date: 09/29/2016 | Last Posted: 09/29/2016 |

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<td>$0.00</td>
<td>$0.00</td>
<td>$41.37</td>
<td>$52.03</td>
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<tr>
<td>Percent</td>
<td>$8.17</td>
<td>$7.82</td>
<td>$0.42</td>
<td>$0.00</td>
<td>$3.39</td>
<td>$0.24</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$44.42</td>
<td>$56.60</td>
</tr>
</tbody>
</table>

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

**Ratio:**

3 Journeymen to 1 Apprentice per shop

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

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

**Special Jurisdictional Note:** Ashtabula County: except for the townships of Ashtabula, Austinburg, Geneva, Harpersfield, Jefferson, Plymouth and Saybrook. Erie except Sandusky city limits.

**Details:**

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 #:** CN01-2008Loc744

**Craft:** Boilermaker  
**Effective Date:** 07/01/2009  
**Last Posted:** 06/30/2010

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>Vac.</td>
<td>Annuity</td>
</tr>
<tr>
<td>Boilermaker</td>
<td>$36.84</td>
<td>$6.82</td>
<td>$6.46</td>
<td>$0.35</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>Vac.</td>
<td>Annuity</td>
</tr>
<tr>
<td>1st 6 months</td>
<td>70.00</td>
<td>$25.79</td>
<td>$6.62</td>
<td>$0.30</td>
<td>$0.00</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>72.52</td>
<td>$26.72</td>
<td>$6.62</td>
<td>$0.30</td>
<td>$0.00</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>75.00</td>
<td>$27.63</td>
<td>$6.62</td>
<td>$0.30</td>
<td>$0.00</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>77.51</td>
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<td>5th 6 months</td>
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<td>6th 6 months</td>
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<td>$31.31</td>
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<td>7th 6 months</td>
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<td>95.02</td>
<td>$35.01</td>
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<td>Helper</td>
<td>60.00</td>
<td>$22.10</td>
<td>$6.82</td>
<td>$0.35</td>
<td>$0.00</td>
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</tbody>
</table>

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

**Ratio:**

**Jurisdiction ( * denotes special jurisdictional note ):**
5 Journeymen to 1 Apprentice to 1 Helper

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

Special Jurisdictional Note:

Details:
# Prevailing Wage Rate

## Skilled Crafts

**Name of Union: Bricklayer Local 6**

**Change #: LCN01-2017fbLoc6**

<table>
<thead>
<tr>
<th>Craft: Bricklayer</th>
<th>Effective Date: 05/24/2017</th>
<th>Last Posted: 05/24/2017</th>
</tr>
</thead>
</table>

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<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>$27.79</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
</tr>
<tr>
<td>Pointer Caulker Cleaner</td>
<td>$27.79</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stone Mason</td>
<td>$27.79</td>
<td>$7.61</td>
<td>$6.36</td>
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<tr>
<td>Cement Mason</td>
<td>$27.79</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
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<tr>
<td>Laborer</td>
<td>$27.79</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
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</table>

**Apprentice Percent**

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>1st 4 months</th>
<th>2nd 4 months</th>
<th>3rd 4 months is 1st year</th>
<th>4th 4 months</th>
<th>5th 4 months</th>
<th>6th 4 months is 2nd year</th>
<th>24 through 36 months is 3rd year</th>
<th>36 through 48 months is 4th year</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.00</td>
<td>$13.90</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.05</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>55.00</td>
<td>$15.28</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
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<tr>
<td>60.00</td>
<td>$16.67</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.05</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>65.00</td>
<td>$18.06</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.05</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>70.00</td>
<td>$19.45</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.05</td>
<td>$0.00</td>
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</tr>
<tr>
<td>75.00</td>
<td>$20.84</td>
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<td>$6.36</td>
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<td>$0.05</td>
<td>$0.00</td>
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<tr>
<td>80.00</td>
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<td>90.00</td>
<td>$25.01</td>
<td>$7.61</td>
<td>$6.36</td>
<td>$0.52</td>
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<td>$0.00</td>
<td>$0.05</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>
Special Calculation Note: OTHER IS DRUG TESTING

Ratio:

- Journeymen to 1 Apprentice
- 7 Journeymen to 2 Apprentice

Special Jurisdictional Note:

Jurisdiction (* denotes special jurisdictional note):
CARROLL, STARK, TUSCARAWAS
## Prevailing Wage Rate
### Skilled Crafts

Name of Union: Bricklayer Local 8 Tile Finisher

**Change #:** LCN01-2014fbLoc8

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Bricklayer Tile Marble Terrazzo Finisher</td>
<td>$23.17</td>
<td>$5.00</td>
<td>$7.85</td>
<td>$0.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>Resilient flooring Wood Laminate Carpet Carpet Tile Finisher</td>
<td>$13.34</td>
<td>$5.00</td>
<td>$7.23</td>
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<table>
<thead>
<tr>
<th>New Employees</th>
<th>Percent</th>
<th>1st 30 days</th>
<th>2nd 30 days thru 6 months</th>
<th>2nd 6 months</th>
<th>3rd 6 months</th>
<th>4th 6 months</th>
<th>5th 6 months</th>
<th>6th 6 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>59.89</td>
<td>$13.88</td>
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<td>$0.00</td>
<td>$13.88</td>
</tr>
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<td>59.89</td>
<td>$13.88</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$18.88</td>
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<td>69.90</td>
<td>$16.20</td>
<td>$5.00</td>
<td>$7.85</td>
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<td>$0.37</td>
<td>$0.37</td>
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<td>74.93</td>
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<td>$0.37</td>
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<tr>
<td>79.88</td>
<td>$18.51</td>
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<td>$7.85</td>
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<td>$0.37</td>
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<tr>
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<td>89.88</td>
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<td>$0.37</td>
<td>$0.37</td>
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<tr>
<td></td>
<td>7th 6 months</td>
<td>8th 6 months</td>
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</tr>
</tbody>
</table>

**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:**
- Journeymen 4 to 1 Apprentice
- Journeymen 6 to 1 Apprentice thereafter

**Jurisdiction (\* denotes special jurisdictional note):**
- ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, HARRISON, HOLMES,
- JEFFERSON, MAHONING, PORTAGE, STARK, TRUMBULL, TUSCARAWAS, WAYNE

**Special Jurisdictional Note:** Townships in Columbiana County are as follows: Salem, Perry, Fairfield, Center Elkmont, 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 #: LCN1-2017fbLoc6**

**Craft: Bricklayer Effective Date: 06/14/2017 Last Posted: 06/14/2017**

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Bricklayer Tile Setter</td>
<td>$24.72</td>
<td>$6.55</td>
<td>$5.42</td>
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</tr>
<tr>
<td>Marble Mason</td>
<td>$24.72</td>
<td>$6.55</td>
<td>$5.42</td>
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</tr>
<tr>
<td>Terrazzo worker</td>
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<tr>
<td>APPRENTICE Finisher</td>
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<tr>
<td>Support Only</td>
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</tr>
<tr>
<td>1st 30 days</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>30 days-6 months</td>
<td>$13.28</td>
<td>$6.55</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2ND 6 months</td>
<td>$15.49</td>
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<td>$5.42</td>
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</tr>
<tr>
<td>3RD 6 months</td>
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</tr>
<tr>
<td>4TH 6 months</td>
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<tr>
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<tr>
<td>6TH 6 months</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 30 Days</td>
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<td>$14.83</td>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>30 days-6 months</td>
<td>60.00</td>
<td>$14.83</td>
<td>$6.55</td>
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<td>2nd 6 months</td>
<td>70.00</td>
<td>$17.30</td>
<td>$6.55</td>
<td>$5.42</td>
<td>$0.57</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$29.84</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>75.00</td>
<td>$18.54</td>
<td>$6.55</td>
<td>$5.42</td>
<td>$0.57</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$31.08</td>
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<tr>
<td>4th 6 months</td>
<td>80.00</td>
<td>$19.78</td>
<td>$6.55</td>
<td>$5.42</td>
<td>$0.57</td>
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<tr>
<td>6th 6 months</td>
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<td>8th 6 months</td>
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<td>$0.57</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$36.02</td>
</tr>
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</table>

**Special Calculation Note:** Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Ratio:

- 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 District C

Change #: LCN01-2017fbLocNEdistCantonC

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
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<td>Vac.</td>
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<td>$25.98</td>
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### Apprentice Percent

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<th>H&amp;W</th>
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<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
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<th>MISC (*)</th>
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<tr>
<td>1st 3 Months</td>
<td>40.00</td>
<td>$10.39</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$10.39</td>
<td>$15.59</td>
<td></td>
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</tr>
<tr>
<td>2nd 3 Months</td>
<td>45.00</td>
<td>$11.69</td>
<td>$6.45</td>
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<td>$0.45</td>
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<td>$18.59</td>
<td>$24.44</td>
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<tr>
<td>2nd 6 Months is 1st year</td>
<td>50.00</td>
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<td>$19.89</td>
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<td>3rd 6 Months</td>
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<td>$0.45</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$21.19</td>
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<td>4th 6 Months is 2nd year</td>
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<td>5th 6 Months</td>
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<td>6th 6 Months is 3rd year</td>
<td>75.00</td>
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<td>7th 6 Months</td>
<td>80.00</td>
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<td>8th 6 Months is 4th year</td>
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<td>$36.78</td>
<td>$47.82</td>
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### Special Calculation Note:

**Ratio:**

3 Journeymen to 1 Apprentice

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

CARROLL, STARK, TUSCARAWAS, WAYNE

6/7/2017 3:55 PM
Special Jurisdictional Note:

Details:
# Prevailing Wage Rate

**Skilled Crafts**

Name of Union: Carpenter Local 509 NE District Interior Systems

Change # : LCN01-2010mmLoc509Int Systems

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Carpenter</td>
<td>$15.50</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Window Shade</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Venetian Blinds</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Drapery Installer</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

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

**Ratio :**

*Jurisdiction ( * denotes special jurisdictional note ) :
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE,
Special Jurisdictional Note:

Details:
# Prevailing Wage Rate
## Skilled Crafts

**Name of Union:** Carpenter Millwright NE District J

**Change #:** LCN01-2017fbLoc1090J

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

## Fringe Benefit Payments

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<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>Carpenter Millwright</td>
<td>$25.76</td>
<td>$6.45</td>
<td>$8.50</td>
<td>$0.45</td>
<td>$0.00</td>
<td>$1.66</td>
<td>$0.05</td>
<td>$0.00</td>
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<td>Certified Welder</td>
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<td>$1.66</td>
<td>$0.05</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$43.87</td>
</tr>
<tr>
<td>Lay-Out Man on Monorail</td>
<td>$27.26</td>
<td>$6.45</td>
<td>$8.50</td>
<td>$0.45</td>
<td>$0.00</td>
<td>$1.66</td>
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## Apprentice Percentages

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>1st 6 months</th>
<th>2nd 6 months</th>
<th>3rd 6 months</th>
<th>4th 6 months</th>
<th>5th 6 months</th>
<th>6th 6 months</th>
<th>7th 6 months</th>
<th>8th 6 months</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$14.17</td>
<td>$15.07</td>
<td>$15.97</td>
<td>$16.87</td>
<td>$17.77</td>
<td>$18.68</td>
<td>$19.58</td>
<td>$20.61</td>
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<tr>
<td></td>
<td></td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
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<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
<td>$6.45 $8.50</td>
</tr>
</tbody>
</table>

## Special Calculation Note

Other $0.05 is UBC Millwright Promotional Fund

**Ratio:**

3 Journeymen to 1 Apprentice

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

CARROLL, STARK, TUSCARAWAS, WAYNE
Special Jurisdictional Note:

Details:
Certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (4) Journeymen.
The following classifications will be paid at the amount above Journeyman Rate:
Certified Welder $1.00
Lay Out Man on Monorail $1.25

The term “Millwright and Machine Erectors” jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumbwaiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

<table>
<thead>
<tr>
<th>Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014</th>
</tr>
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<tbody>
<tr>
<td>BHR</td>
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<tr>
<td>-----</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
</tr>
<tr>
<td>Trainee</td>
</tr>
<tr>
<td>1st Year</td>
</tr>
<tr>
<td>2nd Year</td>
</tr>
</tbody>
</table>

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

**Ratio :** 1 Journeymen to 1 Trainee

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

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

**Details:**
10/27/10 New Contract jc
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Insulation NE District C

**Change #: LCN01-2017fbLocNEC**

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Carpenter Insulation</td>
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<td>$8.77</td>
<td>$0.45</td>
<td>$0.00</td>
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**Apprentice**

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<th>Period</th>
<th>Percent</th>
<th>Fringe Benefits</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>1st 3 months</td>
<td>50.00</td>
<td>$10.39</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2nd 3 months</td>
<td>50.00</td>
<td>$10.39</td>
<td>$6.45</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>50.00</td>
<td>$10.39</td>
<td>$6.45</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3rd 6 months</td>
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<td>$11.43</td>
<td>$6.45</td>
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</tr>
<tr>
<td>4th 6 months</td>
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<td>5th 6 months</td>
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<td>$0.00</td>
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<tr>
<td>6th 6 months</td>
<td>75.00</td>
<td>$15.59</td>
<td>$6.45</td>
<td>$6.58</td>
<td>$0.45</td>
</tr>
<tr>
<td>7th 6 months</td>
<td>80.00</td>
<td>$16.62</td>
<td>$6.45</td>
<td>$7.02</td>
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<tr>
<td>8th 6 months</td>
<td>85.00</td>
<td>$17.66</td>
<td>$6.45</td>
<td>$7.45</td>
<td>$0.45</td>
</tr>
</tbody>
</table>

**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**: 

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1 of 2
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Pile Driver NE District 0

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### Change #: LCN01-2017fbLoc1090O

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

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<tr>
<th>Classification</th>
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<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Carpenter Pile Driver</td>
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<tr>
<td>Diver</td>
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<tr>
<td>Certified Welder</td>
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<td>$0.45</td>
<td>$0.00</td>
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</tbody>
</table>

### Apprentice

<table>
<thead>
<tr>
<th>Percent</th>
<th>1st 6 months</th>
<th>2nd 6 months</th>
<th>3rd 6 months</th>
<th>4th 6 months</th>
<th>5th 6 months</th>
<th>6th 6 months</th>
<th>7th 6 months</th>
<th>8th 6 months</th>
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<tbody>
<tr>
<td></td>
<td>$14.06</td>
<td>$14.95</td>
<td>$15.85</td>
<td>$16.74</td>
<td>$17.64</td>
<td>$18.53</td>
<td>$19.43</td>
<td>$20.45</td>
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</table>

### Special Calculation Note:

No special calculations for this skilled craft wage rate are required at this time.

### Ratio:

3 Journeymen to 1 Apprentice

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

STARK, WAYNE, CARROLL, TUSCARAWAS
Special Jurisdictional Note:

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

Employees working with creosoted, chemically treated or toxic materials, shall receive $.50 above regular rate.
Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Statewide Office Systems

Change #: LCR02-2010jcJurSTWIDEOfficeSystems

**Craft:** Carpenter  
**Effective Date:** 07/28/2010  
**Last Posted:** 07/28/2010

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Carpenter Installers</td>
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<td>$1.00</td>
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<tr>
<td>Helper</td>
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<td>$5.47</td>
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<table>
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<tr>
<th>Installer Trainee</th>
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<th>Overtime Rate</th>
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<tbody>
<tr>
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<td>3rd 6 Months</td>
<td>65.00</td>
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<td>6th 6 Months</td>
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<td>7th 6 Months</td>
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<td>8th 6 Months</td>
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**Special Calculation Note:** Helper H&W after 90 days probationary period

**Ratio:**

Jurisdiction (* denotes special
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, SENEA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note:

Details:
Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.
INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.
INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer
INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.
Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.
# Prevailing Wage Rate

**Skilled Crafts**

**Name of Union: Carpenter Floorlayer NE District C**

**Change #: LCN01-2017fbLocNEdistCantonC**

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
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<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Carpenter Floorlayer</td>
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**Apprentice**

<table>
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<tr>
<th>Percent</th>
<th>1st 3 Months</th>
<th>2nd 3 Months</th>
<th>2nd 6 Months is 1st year</th>
<th>3rd 6 Months</th>
<th>4th 6 Months is 2nd year</th>
<th>5th 6 Months</th>
<th>6th 6 Months is 3rd year</th>
<th>7th 6 Months</th>
<th>8th 6 Months is 4th year</th>
</tr>
</thead>
<tbody>
<tr>
<td>40.00</td>
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<td>$8.77</td>
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<td>45.00</td>
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</tr>
<tr>
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<td>85.00</td>
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<td>$0.00</td>
<td>$36.80</td>
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**Special Calculation Note:**

**Ratio:**

Jurisdiction (* denotes special jurisdictional note):
3 Journeymen to 1 Apprentice

Special Jurisdictional Note:

Details:
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

## Change #: LCN01-2017fbHvyHwy

**Craft**: Bricklayer  
**Effective Date**: 06/01/2017  
**Last Posted**: 05/31/2017

<table>
<thead>
<tr>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Cement Mason Bricklayer</td>
<td>$28.65</td>
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<table>
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<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
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<th>MISC (*)</th>
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<tr>
<td>1st year</td>
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<td>$14.33</td>
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<td>$5.77</td>
<td>$0.43</td>
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<td>$0.00</td>
<td>$28.87</td>
<td>$36.04</td>
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<td>$40.34</td>
<td>$53.23</td>
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</table>

## Special Calculation Note: NOT FOR BUILDING CONSTRUCTION.

### Ratio:
- 3 Journeymen to 1 Apprentice
- 6 Journeymen to 2 Apprentice
- 9 Journeymen to 3 Apprentice
- 12 Journeymen to 4 Apprentice
- 15 Journeymen to 5 Apprentice

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

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, Hocking, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE,
Special Jurisdictional Note:

Details:


(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.
Prevailing Wage Rate
Skilled Crafts
Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change #: LCN01-2017fbHvyHwy

Craft: Bricklayer Effective Date: 06/01/2017 Last Posted: 05/31/2017

<table>
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<tr>
<th>Classification</th>
<th>BHR</th>
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<th>Total PWR</th>
<th>Overtime Rate</th>
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<tr>
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<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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</table>

Apprentice Percent
1st year: 50.00 % $14.82 $8.35 $5.77 $0.44 $0.00 $0.00 $0.00 $0.00 $29.38 $36.79
2nd year: 70.00 % $20.75 $8.35 $5.77 $0.44 $0.00 $0.00 $0.00 $0.00 $35.31 $45.68
3rd year: 90.00 % $26.68 $8.35 $5.77 $0.44 $0.00 $0.00 $0.00 $0.00 $41.24 $54.57

Special Calculation Note: NOT FOR BUILDING CONSTRUCTION.

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

Jurisdiction (* denotes special jurisdictional note):
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON,
Special Jurisdictional Note:

Details:


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

**Skilled Crafts**

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

**Change #:** LCN02-2017fbCementHevHwy

### Craft: Cement Mason Effective Date: 05/24/2017 Last Posted: 05/24/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
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<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
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### Apprentice

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<th>Year</th>
<th>Percent</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
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<th>Overtime Rate</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
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<tr>
<td>3rd Year</td>
<td>90.00</td>
<td>$25.25</td>
<td>$7.50</td>
<td>$6.50</td>
<td>$0.60</td>
<td>$0.00</td>
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</table>

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

### Details:
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District II

Change #: LCN02-2017fbCementHevHwy

**Craft:** Cement Mason  
**Effective Date:** 05/24/2017  
**Last Posted:** 05/24/2017

<table>
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<tr>
<th>Classification</th>
<th>BHR</th>
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<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
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<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
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<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
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</tr>
<tr>
<td>3rd Year</td>
<td>90.00</td>
<td>$26.04</td>
<td>$7.50</td>
<td>$6.50</td>
<td>$0.60</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**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 #:** LCN01-2016fbLoc109

**Craft:** Cement

**Effective Date:** 06/08/2016

**Last Posted:** 06/08/2016

### BHR Fringe Benefit Payments

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>MISC (*)</th>
</tr>
</thead>
</table>
| Cement Mason   | $27.54 | $8.04 | $6.50 | $0.35 | $0.00 | $3.50 | $0.06 | $3.00 | $0.00 | $45.99 | $59.76 
| Plasterer      | $27.03 | $7.54 | $6.50 | $0.35 | $0.00 | $3.25 | $0.06 | $3.00 | $0.00 | $44.73 | $58.25 |

### Apprentice Cement Mason

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>MISC (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>60.00</td>
<td>$16.52</td>
<td>$8.04</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.50</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$34.97</td>
</tr>
<tr>
<td>2nd year</td>
<td>75.00</td>
<td>$20.66</td>
<td>$8.04</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.50</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$39.11</td>
</tr>
<tr>
<td>3rd year</td>
<td>90.00</td>
<td>$24.79</td>
<td>$8.04</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.50</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$43.24</td>
</tr>
</tbody>
</table>

### Plasterer Apprentice

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>MISC (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>58.90</td>
<td>$16.22</td>
<td>$7.54</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.25</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$33.92</td>
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<tr>
<td>2nd year</td>
<td>68.70</td>
<td>$18.92</td>
<td>$7.54</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.25</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$36.62</td>
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<tr>
<td>3rd year</td>
<td>78.50</td>
<td>$21.62</td>
<td>$7.54</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.25</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$39.32</td>
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<tr>
<td>4th year</td>
<td>88.35</td>
<td>$24.33</td>
<td>$7.54</td>
<td>$6.50</td>
<td>$0.35</td>
<td>$0.00</td>
<td>$3.25</td>
<td>$0.06</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$42.03</td>
</tr>
</tbody>
</table>

**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 #: LCN01-2016fbLoc540in**

**Craft: Electrical Effective Date:** 12/26/2016  
**Last Posted:** 12/07/2016

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Electrician</td>
<td>$30.79</td>
<td>$5.80</td>
<td>$8.10</td>
<td>$0.95</td>
<td>$3.08</td>
</tr>
</tbody>
</table>

**Apprentice**

<table>
<thead>
<tr>
<th>Percent</th>
<th>1st 1000 hrs</th>
<th>2nd 1000 hrs</th>
<th>3rd 1500 hrs</th>
<th>4th 1500 hrs</th>
<th>5th 1500 hrs</th>
<th>6th 1500 hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>40.00</td>
<td>$12.32</td>
<td>$5.80</td>
<td>$0.00</td>
<td>$0.47</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>45.00</td>
<td>$13.86</td>
<td>$5.80</td>
<td>$0.00</td>
<td>$0.50</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>50.00</td>
<td>$15.40</td>
<td>$5.80</td>
<td>$1.62</td>
<td>$0.56</td>
<td>$1.23</td>
<td>$0.66</td>
</tr>
<tr>
<td>60.00</td>
<td>$18.47</td>
<td>$5.80</td>
<td>$3.24</td>
<td>$0.64</td>
<td>$1.48</td>
<td>$1.32</td>
</tr>
<tr>
<td>70.00</td>
<td>$21.55</td>
<td>$5.80</td>
<td>$4.86</td>
<td>$0.71</td>
<td>$1.72</td>
<td>$1.99</td>
</tr>
<tr>
<td>80.00</td>
<td>$24.63</td>
<td>$5.80</td>
<td>$6.48</td>
<td>$0.79</td>
<td>$1.97</td>
<td>$2.65</td>
</tr>
</tbody>
</table>

**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

**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 #:** LCN02-2017fbLoc540in

**Craft:** Electrical

**Effective Date:** 02/22/2017  
**Last Posted:** 02/22/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Electrician</td>
<td>$30.79</td>
<td>$5.80</td>
<td>$8.10</td>
<td>$0.95</td>
<td>$3.08</td>
</tr>
<tr>
<td>CE-3 12,001-14,000 Hrs</td>
<td>$24.14</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
<tr>
<td>CE-2 10,001-12,000 Hrs</td>
<td>$18.97</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
<tr>
<td>CE-1 8,001-10,000 Hrs</td>
<td>$17.25</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
<tr>
<td>CW-4 6,001-8,000 Hrs</td>
<td>$15.52</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
<tr>
<td>CW-3 4,001-6,000 Hrs</td>
<td>$13.80</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
<tr>
<td>CW-2 2,001-4,000 Hrs</td>
<td>$12.07</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
<tr>
<td>CW-1 0-2,000 Hrs</td>
<td>$12.07</td>
<td>$5.48</td>
<td>$0.00</td>
<td>$0.81</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Apprentice Percent

<table>
<thead>
<tr>
<th></th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 1000 hrs</td>
<td>40.00</td>
</tr>
<tr>
<td>2nd 1000 hrs</td>
<td>45.00</td>
</tr>
<tr>
<td>3rd 1500 hrs</td>
<td>50.00</td>
</tr>
<tr>
<td>4th 1500 hrs</td>
<td>60.00</td>
</tr>
<tr>
<td>5th 1500 hrs</td>
<td>70.00</td>
</tr>
<tr>
<td>6th 1500 hrs</td>
<td>80.00</td>
</tr>
</tbody>
</table>

**Special Calculation Note:** OTHER = (NEBF) National Electrical Benefit Fund and Administration Fee.
Ratio:
1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen up to 4 Apprentices
7 to 9 Journeymen up to 6 Apprentices

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 #: LCN01-2016fbLoc540VDV

### Craft: Voice Data Video Effective Date: 09/01/2016 Last Posted: 08/17/2016

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Friage Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Electrical Installer Technician</td>
<td>$21.25</td>
<td>$5.75</td>
<td>$4.59</td>
<td>$0.51</td>
<td>$1.40</td>
</tr>
<tr>
<td>Cable Puller</td>
<td>$10.63</td>
<td>$5.75</td>
<td>$4.59</td>
<td>$0.25</td>
<td>$0.70</td>
</tr>
</tbody>
</table>

### Apprentice Percent

<table>
<thead>
<tr>
<th>Period</th>
<th>BHR</th>
<th>Apprentice Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$5.00</td>
<td>$11.69</td>
</tr>
<tr>
<td>2nd</td>
<td>$6.00</td>
<td>$13.81</td>
</tr>
<tr>
<td>3rd</td>
<td>$7.00</td>
<td>$15.94</td>
</tr>
<tr>
<td>4th</td>
<td>$8.00</td>
<td>$17.00</td>
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<tr>
<td>5th</td>
<td>$9.00</td>
<td>$18.06</td>
</tr>
<tr>
<td>6th</td>
<td>$10.00</td>
<td>$19.12</td>
</tr>
</tbody>
</table>

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

VACATION PAY - Based on time worked within the industry. The employer agrees to contribute a sum equal to an additional 4.3% of the hourly rate during the first year of employment. After an employee works for a period of one year such employee shall be paid 6.4% of the hourly rate. After two or more years the employee shall be paid 6.6% of hourly rate.

### 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.

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8/18/2016 8:45 AM
* 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 #:** LCN01-2017fbLoc7

**Craft:** Lineman

**Effective Date:** 05/24/2017

**Last Posted:** 05/24/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td><strong>Electrical Lineman</strong></td>
<td>$41.33</td>
<td>$5.50</td>
<td>$1.24</td>
<td>$0.41</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Certified Lineman Welder</strong></td>
<td>$41.33</td>
<td>$5.50</td>
<td>$1.24</td>
<td>$0.41</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Certified Cable Splicer</strong></td>
<td>$41.33</td>
<td>$5.50</td>
<td>$1.24</td>
<td>$0.41</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Operator A</strong></td>
<td>$37.12</td>
<td>$5.50</td>
<td>$1.11</td>
<td>$0.37</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Operator B</strong></td>
<td>$32.93</td>
<td>$5.50</td>
<td>$0.99</td>
<td>$0.33</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Operator C</strong></td>
<td>$26.63</td>
<td>$5.50</td>
<td>$0.80</td>
<td>$0.27</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Groundman 0-12 months Exp</strong></td>
<td>$20.67</td>
<td>$5.50</td>
<td>$0.62</td>
<td>$0.21</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Groundman 0-12 months Exp w/CDL</strong></td>
<td>$22.73</td>
<td>$5.50</td>
<td>$0.68</td>
<td>$0.23</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Groundman 1 yr or more</strong></td>
<td>$22.73</td>
<td>$5.50</td>
<td>$0.68</td>
<td>$0.23</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Groundman 1 yr or more w/CDL</strong></td>
<td>$26.86</td>
<td>$5.50</td>
<td>$0.81</td>
<td>$0.27</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Equipment Mechanic A</strong></td>
<td>$32.93</td>
<td>$5.50</td>
<td>$0.99</td>
<td>$0.33</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Equipment Mechanic B</strong></td>
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<td>$0.89</td>
<td>$0.30</td>
<td>$0.00</td>
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<tr>
<td><strong>Equipment Mechanic C</strong></td>
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<td>$0.80</td>
<td>$0.27</td>
<td>$0.00</td>
</tr>
<tr>
<td>X-Ray Technician</td>
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<td>$1.24</td>
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<td>$0.00</td>
</tr>
<tr>
<td>------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Apprentice</td>
<td>Percent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 1000 hrs</td>
<td>60.00</td>
<td>$24.80</td>
<td>$5.50</td>
<td>$0.74</td>
<td>$0.25</td>
</tr>
<tr>
<td>2nd 1000 hrs</td>
<td>65.00</td>
<td>$26.86</td>
<td>$5.50</td>
<td>$0.81</td>
<td>$0.27</td>
</tr>
<tr>
<td>3rd 1000 hrs</td>
<td>70.00</td>
<td>$28.93</td>
<td>$5.50</td>
<td>$0.87</td>
<td>$0.29</td>
</tr>
<tr>
<td>4th 1000 hrs</td>
<td>75.00</td>
<td>$31.00</td>
<td>$5.50</td>
<td>$0.93</td>
<td>$0.31</td>
</tr>
<tr>
<td>5th 1000 hrs</td>
<td>80.00</td>
<td>$33.06</td>
<td>$5.50</td>
<td>$0.99</td>
<td>$0.33</td>
</tr>
<tr>
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**Special Calculation Note:** Other is Health Retirement Account

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

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

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

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. $0.30 is for Health Retirement Account.*

**Ratio:**
1 Journeyman to 1 Apprentice

**Jurisdiction ( * denotes special jurisdictional note ):**
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE,
**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 #: LCN01-2017fbLoc7**

**Craft: Lineman Effective Date: 05/24/2017 Last Posted: 05/24/2017**

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<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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</tbody>
</table>

**Special Calculation Note:** Other is Health Retirement Account

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

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

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

**Ratio:**
(1) Journeyman Lineman to (1) Apprentice

**Jurisdiction (denotes special jurisdictional note):**
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, Hocking, HOMES, 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:
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 #: LCN01-2017fbLoc71CentralOhio**

**Craft:** Lineman

**Effective Date:** 03/29/2017  
**Last Posted:** 03/29/2017

<table>
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<th>Classification</th>
<th>BHR</th>
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<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
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<th>Overtime Rate</th>
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<td>Groundman 0-12 months (W/CDL) plus</td>
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<td>Groundsmen greater than 1 Year (W/CDL)</td>
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<th>Pension</th>
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<th>Annuity</th>
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<th>LECET (*)</th>
<th>MISC (*)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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**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 Journeymen 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 that three Groundmen shall be supervised by a Groundcrew Foreman, Journeymen Lineman, Journeymen 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.
## Prevailing Wage Rate

**Skilled Crafts**

**Name of Union: Elevator Local 45**

**Change #:** LCN01-2012kpLoc45

**Craft:** Elevator

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>Vac.</td>
<td>Annuity</td>
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<tr>
<td>Elevator Mechanic</td>
<td>$41.92</td>
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<td>$6.96</td>
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<td>Helper</td>
<td>$29.34</td>
<td>$11.03</td>
<td>$6.96</td>
<td>$0.55</td>
<td>$1.76</td>
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<table>
<thead>
<tr>
<th>0-6 months Probation</th>
<th>50.00</th>
<th>$20.96</th>
<th>$11.03</th>
<th>$6.96</th>
<th>$0.55</th>
<th>$1.26</th>
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<th>$0.00</th>
<th>$0.00</th>
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<th>$56.24</th>
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<tbody>
<tr>
<td>1st year</td>
<td>55.00</td>
<td>$23.06</td>
<td>$11.03</td>
<td>$6.96</td>
<td>$0.55</td>
<td>$1.38</td>
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<td>$0.00</td>
<td>$47.98</td>
<td>$59.50</td>
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<tr>
<td>2nd year</td>
<td>65.00</td>
<td>$27.25</td>
<td>$11.03</td>
<td>$6.96</td>
<td>$0.55</td>
<td>$1.64</td>
<td>$5.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$52.43</td>
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<tr>
<td>3rd year</td>
<td>70.00</td>
<td>$29.34</td>
<td>$11.03</td>
<td>$6.96</td>
<td>$0.55</td>
<td>$1.76</td>
<td>$5.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$54.64</td>
<td>$69.32</td>
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<tr>
<td>4th year</td>
<td>80.00</td>
<td>$33.54</td>
<td>$11.03</td>
<td>$6.96</td>
<td>$0.55</td>
<td>$2.01</td>
<td>$5.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$59.09</td>
<td>$75.85</td>
</tr>
</tbody>
</table>

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

**Ratio:**

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

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

ASHLAND, CARROLL, COLUMBIANA,
COSHOCTON, 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.
# Prevailing Wage Rate

## Skilled Crafts

*Name of Union: Glazier Local 1162*

**Change #: LCN01-2017fbLoc1162**

**Craft:** Glazier  
**Effective Date:** 06/07/2017  
**Last Posted:** 06/07/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Glazier</td>
<td>$25.00</td>
<td>$6.48</td>
<td>$5.76</td>
<td>$0.30</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

**Ratio:**

1 Journeyman to 1 Apprentice  
3 Journeymen to 1 Apprentice Thereafter

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

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

**Special Jurisdictional Note:**
Details:
Add $1.25 per hour for High Pay which is all work that requires the employee be supported by equipment which hangs or suspends from the roof of a building or structure including all repelling.
## Prevailing Wage Rate

### Skilled Crafts

Name of Union: Ironworker Local 550

**Change #:** LCN01-2017fbLoc550

**Craft:** Ironworker  
**Effective Date:** 05/01/2017  
**Last Posted:** 04/05/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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</thead>
<tbody>
<tr>
<td>Ironworker</td>
<td>$27.20</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
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<tr>
<td>Apprentice</td>
<td>Percent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 6 months</td>
<td>60.00</td>
<td>$16.32</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>65.00</td>
<td>$17.68</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>70.00</td>
<td>$19.04</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>75.00</td>
<td>$20.40</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
</tr>
<tr>
<td>5th 6 months</td>
<td>80.00</td>
<td>$21.76</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
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<tr>
<td>6th 6 months</td>
<td>85.00</td>
<td>$23.12</td>
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<td>$0.70</td>
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<tr>
<td>7th 6 months</td>
<td>90.00</td>
<td>$24.48</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
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<tr>
<td>8th 6 months</td>
<td>95.00</td>
<td>$25.84</td>
<td>$7.53</td>
<td>$8.17</td>
<td>$0.70</td>
</tr>
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</table>

**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 signage/sound

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

ASHLAND, CARROLL, COLUMBIANA*, COSHOCTON, HOLMES*, HURON, MAHONING*, MEDINA*, PORTAGE*, RICHLAND, STARK, SUMMIT*, TUSCARAWAS, WAYNE
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.

**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

<table>
<thead>
<tr>
<th>Classification</th>
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<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Ironworker Glass &amp; Curtain Wall</td>
<td>$22.00</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>1st 6 months</td>
<td>60.00</td>
<td>$13.20</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
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<tr>
<td>2nd 6 months</td>
<td>65.00</td>
<td>$14.30</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
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<tr>
<td>3rd 6 months</td>
<td>70.00</td>
<td>$15.40</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>75.00</td>
<td>$16.50</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
</tr>
<tr>
<td>5th 6 months</td>
<td>80.00</td>
<td>$17.60</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
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<tr>
<td>6th 6 months</td>
<td>85.00</td>
<td>$18.70</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
</tr>
<tr>
<td>7th 6 months</td>
<td>90.00</td>
<td>$19.80</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
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<tr>
<td>8th 6 months</td>
<td>95.00</td>
<td>$20.90</td>
<td>$7.00</td>
<td>$7.47</td>
<td>$0.09</td>
<td>$0.00</td>
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</tbody>
</table>

**Special Calculation Note:**

**Ratio:**

- Apprentice to 1 Journeymen

**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 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:
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Labor HevHwy 2

Change #: LCN01-2017fbLaborHevHwy2

### Craft: Laborer Group 1
Effective Date: 05/01/2017
Last Posted: 04/11/2017

<table>
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<tr>
<th>Classification</th>
<th>BHR</th>
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<th>Total PWR</th>
<th>Overtime Rate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
<td>Annuity</td>
</tr>
<tr>
<td>Laborer Group 1</td>
<td>$30.25</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
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<tr>
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<td>Group 3</td>
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<td>Watch Person</td>
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### Apprentice Percent

<table>
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<tr>
<th>Hours</th>
<th>Percent</th>
<th>$18.15</th>
<th>$6.90</th>
<th>$3.40</th>
<th>$0.45</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$0.10</th>
<th>$0.00</th>
<th>$29.00</th>
<th>$38.08</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000 hrs</td>
<td>60.00</td>
<td>$18.15</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.10</td>
<td>$0.00</td>
<td>$29.00</td>
<td>$38.08</td>
</tr>
<tr>
<td>1001-2000 hrs</td>
<td>70.02</td>
<td>$21.18</td>
<td>$6.90</td>
<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.10</td>
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<td>2001-3000 hrs</td>
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<td>$3.40</td>
<td>$0.45</td>
<td>$0.00</td>
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<td>$0.10</td>
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<td>$35.05</td>
<td>$47.15</td>
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<td>3001-4000 hrs</td>
<td>90.00</td>
<td>$27.23</td>
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<td>$0.45</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$38.08</td>
<td>$51.59</td>
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<td>$0.10</td>
<td>$0.00</td>
<td>$41.10</td>
<td>$56.23</td>
</tr>
</tbody>
</table>

**Special Calculation Note**: Watchman has no Apprentices. Tunnel Laborer rate with air-pressure-zed add $1.00 to the above wage rate.

**Ratio**: 
1 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

**Jurisdiction ( * denotes special jurisdictional note )**: 
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

**Special Jurisdictional Note**: Hod Carriers and Common Laborers - Heavy, Highway, Sewer,
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, Flaggerson, 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 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), Yarner, 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, Gunite Nozzle Person

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

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

**Skilled Crafts**

Name of Union: Labor Local 1015 Building

Change #: LCN01-2016fbLoc1015

Craft: Laborer Effective Date: 07/06/2016 Last Posted: 07/06/2016

<table>
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<th>Classification</th>
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<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Laborer Group 1</td>
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<td>0.00</td>
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<tr>
<td>Group 2</td>
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<td>0.00</td>
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<td>Group 3</td>
<td>26.07</td>
<td>6.70</td>
<td>3.20</td>
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<td>Group 4</td>
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<td>6.70</td>
<td>3.20</td>
<td>0.40</td>
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<td>Group 5</td>
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<td>6.70</td>
<td>3.20</td>
<td>0.40</td>
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For Apprentice:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Percent</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
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<th>MISC (*)</th>
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<tbody>
<tr>
<td>0-1000 hrs</td>
<td>60.00</td>
<td>15.19</td>
<td>6.70</td>
<td>3.20</td>
<td>0.40</td>
<td>0.00</td>
<td>0.00</td>
<td>0.10</td>
<td>0.00</td>
</tr>
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<td>1001-2000 hrs</td>
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Special Calculation Note: No special calculations for this skilled craft wage rate are required at this time.

Ratio:

1 Journeyman to 1 Apprentice
4 Journeyman to 1 Apprentice

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

Special Jurisdictional Note:

Details:

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

Group 2
Bottom Man, Scaffold Builder, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blaster, Creosote Worker, Form Setter, Plasterer Tender, Hod Carrier Laser Beam Set-up Man, All confined space work, furnaces, pickel tubs, acid-pits, and Hazardous Waste Level (C)

Group 3
Mason Tender, Mortar Mixer, Stonemason Tender, skid-loader, Hazardous Waste Level (B)

Group 4
Gunnite Operator, Hazardous Waste Level (A)
# Prevailing Wage Rate

## Skilled Crafts

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

Change #: LCN01-2017fbLoc18zone3

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Field mechanic\t\|

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### Special Calculation Note

Other: Education & Safety $0.09

### Ratio

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

### Jurisdiction

*Denotes special jurisdictional note:*

- ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFiance, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, FREBLe, 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 sticks (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; Hoses (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
Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoist attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydracutting Machine; Komatsu-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Shovels; 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); Hoist 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; Rotor (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tamper (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tamper; 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: Gunite 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 #: LCN01-2017fbLoc18hevhwyII

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

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<th>Total PWR</th>
<th>Overtime Rate</th>
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<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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| Apprentice     | Percent | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (%) | MISCE (%) | |
|----------------|----------|-----|---------|---------|-----|---------|-------|-----------|-----------|       |
| 1st Year       | $0.00    | $17.42 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $32.27 | $40.98 |
| 2nd Year       | $0.00    | $20.90 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $35.75 | $46.21 |
| 3rd Year       | $0.00    | $23.39 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $39.24 | $51.43 |
| 4th Year       | $0.00    | $27.87 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $42.72 | $56.66 |

| Field Mech Trainee | Percent | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (%) | MISCE (%) | |
|--------------------|---------|-----|---------|---------|-----|---------|-------|-----------|-----------|       |
| Class 2            |         |     |         |         |     |         |        |           |           |       |
| 1st year           | $49.82  | $17.36 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $32.21 | $40.89 |
| 2nd year           | $59.78  | $20.83 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $35.68 | $46.09 |
| 3rd year           | $69.75  | $24.30 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $39.15 | $51.30 |
| 4th year           | $79.73  | $27.78 | $8.01 | $6.00 | $0.75 | $0.00 | $0.09 | $0.00 | $0.00 | $42.63 | $56.52 |

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

### Ratio:

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement.

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

- ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELLMON, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALIA, 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, FERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENEC, 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); Jacks; 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; Pilddriving 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 Derricks; 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
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 (24 inch wide and under); Vermeer Type Concrete saw.

Material Transfer Equipment (Shuttle buggy) Asphalt; All roto mills, grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft lbs thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tamper (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 Repairs; VAC/ALLS; Fueling and greasing (plus $3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 603

Change #: LCN01-2012fbLoc603Com.

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

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<th>Overtime Rate</th>
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<td>Vac.</td>
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**Apprentice**

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<td>80.00</td>
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<td>$24.09</td>
<td>$26.09</td>
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**Special Calculation Note:** Apprentice pay based on percentage of above appropriate classification.
Ratio :

1 Journeymen to 1 Apprentice

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

Special Jurisdictional Note:

Details:
Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional $0.50 per hour for (class 3) and an additional $.50 for (class 4) of each classification. This does not apply to water based epoxies.
When concrete block is filled by spray application, Roller men shall be paid $0.25 per hour in addition to the Brush and Roll rate.
Drywall Finisher: both wipe down man and finisher, when using Journeyman's own stilts or automatic tools add .80 per hour worked to the classification above. Drywall Finishers: both wipe down man and taper/finisher, swing stage, ladder jack, or window jack add $.30 per hour worked to the above classification.
## Prevailing Wage Rate
### Skilled Crafts
Name of Union: Painter Local 603

#### Change #: LCN01-2012fbLoc603Com.

**Craft: Painter Effective Date:** 06/12/2012 **Last Posted:** 06/06/2012

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
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<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Painter Brush Roll</td>
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#### Apprentice Percent

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<th>Percent</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
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<th>MISC (*)</th>
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<td>3rd 6 months</td>
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<td>4th 6 months</td>
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<td>5th 6 months</td>
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<td>$0.19</td>
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<td>$0.45</td>
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<tr>
<td>6th 6 months</td>
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<td>7th 6 months</td>
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<tr>
<td>8th 6 months</td>
<td>80.00</td>
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<td>$0.45</td>
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</table>

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

**Ratio:**

1 Journeymen to 1 Apprentice

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

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note:**
Details:
Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional $0.50 per hour for (class 3) and an additional $.50 for (class 4) of each classification. This does not apply to water based epoxies.
When concrete block is filled by spray application, Roller men shall be paid $0.25 per hour in addition to the Brush and Roll rate.
Drywall Finisher: both wipe down man and finisher ($20.95) when using Journeyman's own stilts or automatic tools ($21.45). Drywall Finisher w/Machines both wipe down man and finisher ($21.30) when using Journeyman's own stilts or automatic tools ($21.80) Apprentice pay based on percentage of above appropriate classification.
## Prevailing Wage Rate
### Skilled Crafts
#### Name of Union: Painter Local 639

**Change #:** LCNO1-2015fbLoc639  **Last Posted:** 06/10/2015

<table>
<thead>
<tr>
<th>Craft: Painter Effective Date: 06/10/2015</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
<td>Annuity</td>
</tr>
<tr>
<td>Classification</td>
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<td></td>
<td></td>
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<td>Painter Metal Polisher</td>
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<tr>
<td>Top Helper Class A</td>
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</tr>
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<td>Top Helper Class C</td>
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<td>$3.65</td>
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<td>Helper Class A</td>
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<td>Helper Class B</td>
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<td>New Hire 90 Days</td>
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### Special Calculation Note: Other is Sick and Personal Time

#### Ratio:

**Jurisdiction ( * denotes special jurisdictional note ):**
- ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENeca, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION,
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 metal 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 603 Industrial

**Change #:** LCN01-2012fbLoc603Ind.

**Craft:** Painter  
**Effective Date:** 06/12/2012  
**Last Posted:** 06/06/2012

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Painter Brush Roll</td>
<td>$20.00</td>
<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
<td>$0.00</td>
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<tr>
<td>Tanks &amp; Spray Painter</td>
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<td>$4.96</td>
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<td>Bridges, Towers, Poles, Stacks</td>
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<td>Sandblasting, Metallizing &amp; Structural Steel</td>
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<td>$4.96</td>
<td>$5.40</td>
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### Apprentice Pay

<table>
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<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 months</td>
<td>45.00</td>
<td>$9.00</td>
<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
<td>$0.00</td>
</tr>
<tr>
<td>2nd 6 months</td>
<td>50.00</td>
<td>$10.00</td>
<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
<td>$0.00</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>55.00</td>
<td>$11.00</td>
<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
<td>$0.00</td>
</tr>
<tr>
<td>4th 6 months</td>
<td>60.00</td>
<td>$12.00</td>
<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
<td>$0.00</td>
</tr>
<tr>
<td>5th 6 months</td>
<td>65.00</td>
<td>$13.00</td>
<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
<td>$0.00</td>
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<tr>
<td>6th 6 months</td>
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<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
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</tr>
<tr>
<td>7th 6 months</td>
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<td>$4.96</td>
<td>$5.40</td>
<td>$0.19</td>
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<tr>
<td>8th 6 months</td>
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<td>$0.19</td>
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**Special Calculation Note:** Apprentice pay based on percentage of above appropriate classification.

**Ratio:**

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

---

1 of 2

11/17/2014 4:07 PM
Special Jurisdictional Note:

Details:
Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional $0.50 per hour for (class 3) and an additional $.50 for (class 4) of each classification. This does not apply to water based epoxies.
When concrete block is filled by spray application, Roller men shall be paid $0.25 per hour in addition to the Brush and Roll rate.
Drywall Finisher: both wipe down man and finisher ($20.95) when using Journeyman's own stilts or automatic tools ($21.45). Drywall Finisher w/Machines both wipe down man and finisher ($21.30) when using Journeyman's own stilts or automatic tools ($21.80) Apprentice pay based on percentage of above appropriate classification.
# 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

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<th>Overtime Rate</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Painter Sign Erector</td>
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### Apprentice For Sign Service, Metal, Neon, Pattern

<table>
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<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
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<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>1000 hrs</td>
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<td>$9.99</td>
<td>$4.46</td>
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<td>2000 hrs</td>
<td>55.00</td>
<td>$10.99</td>
<td>$4.46</td>
<td>$1.00</td>
<td>$0.25</td>
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<tr>
<td>3000 hrs</td>
<td>60.00</td>
<td>$11.99</td>
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<td>4000 hrs</td>
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<td>$12.99</td>
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<td>5000 hrs</td>
<td>70.00</td>
<td>$13.99</td>
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<tr>
<td>6000 hrs</td>
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<tr>
<td>7000 hrs</td>
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</table>

**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)+($0.25 apprentice training) + vacation $0.99
- 2000 hrs 55% plus ($4.46 h&w)+($1.00 pension)+($0.25 apprentice training) + vacation $0.37
- 3000 hrs 65% plus ($4.46 h&w)+($1.00 pension)+($0.25 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**

<table>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr</td>
<td>Vac.</td>
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<td>Painter Sign Journeyman Tech/Team Leader Class A</td>
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<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$0.41</td>
</tr>
<tr>
<td>Painter Sign Journeyman Tech/Team Leader Class C</td>
<td>$21.25</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$0.82</td>
</tr>
<tr>
<td>Painter Sign Journeyman Tech/Team Leader Class D</td>
<td>$21.25</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$1.23</td>
</tr>
<tr>
<td>Sign Journeyman Class A</td>
<td>$20.98</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Sign Journeyman Class B</td>
<td>$20.98</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$0.40</td>
</tr>
<tr>
<td>Sign Journeyman Class C</td>
<td>$20.98</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$0.81</td>
</tr>
<tr>
<td>Sign Journeyman Class D</td>
<td>$20.98</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$1.21</td>
</tr>
<tr>
<td>Tech Sign Fabrication/ Erector Class A</td>
<td>$15.90</td>
<td>$1.33</td>
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<td>$0.14</td>
<td>$0.00</td>
<td>$0.31</td>
</tr>
<tr>
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<td>$15.90</td>
<td>$1.33</td>
<td>$0.14</td>
<td>$0.00</td>
<td>$0.61</td>
</tr>
</tbody>
</table>

1 of 2  
8/3/2016 10:20 AM
Special Calculation Note: Other is for paid holidays.

Ratio:

Jurisdiction (* denotes special jurisdictional note):
ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENeca, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN VERT, 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.
# Prevailing Wage Rate

## Skilled Crafts

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

**Change #:** CN01-2006Loc639Cleve

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>Vac</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>Misc (*)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painter Sign</td>
<td>$20.20</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.96</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$28.74</td>
<td>$38.84</td>
<td></td>
</tr>
</tbody>
</table>

### Apprentice

<table>
<thead>
<tr>
<th>Hrs</th>
<th>Percent</th>
<th>$8.08</th>
<th>$3.13</th>
<th>$3.25</th>
<th>$0.20</th>
<th>$1.07</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$15.73</th>
<th>$19.77</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>40.00</td>
<td>$10.10</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.22</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$17.90</td>
<td>$22.95</td>
</tr>
<tr>
<td>2000</td>
<td>50.00</td>
<td>$12.12</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.37</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$20.07</td>
<td>$26.13</td>
</tr>
<tr>
<td>3000</td>
<td>60.00</td>
<td>$14.14</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.51</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$22.23</td>
<td>$29.30</td>
</tr>
<tr>
<td>4000</td>
<td>70.00</td>
<td>$15.15</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.59</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$23.32</td>
<td>$30.89</td>
</tr>
<tr>
<td>5000</td>
<td>80.00</td>
<td>$16.16</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.66</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$24.40</td>
<td>$32.48</td>
</tr>
<tr>
<td>6000</td>
<td>90.00</td>
<td>$17.17</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.74</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$25.49</td>
<td>$34.07</td>
</tr>
<tr>
<td>7000</td>
<td>100.00</td>
<td>$18.18</td>
<td>$3.13</td>
<td>$3.25</td>
<td>$0.20</td>
<td>$1.81</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$26.57</td>
<td>$35.66</td>
</tr>
</tbody>
</table>

### Special Calculation Note

No special calculations for this skilled craft wage rate are required at this time.

### Ratio

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

ALLEN, ASHLAND, ASHTABULA, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFiance, ERIE, FULTON, GEauga, GUERNSEY, HANCOCK, HARDIN, HARRISON, HENRY, HOLMES, HURON, JEFFERSON, Knox, LAKE, LOGAN, LORAIN, LUCAS, MAHONING, MARION, MEDINA,
# Prevailing Wage Rate

## Skilled Crafts

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

**Change #: CN01-2005Loc639D**

## Craft: Painter Effective Date: 12/12/2005 Last Posted: 12/12/2005

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac</td>
</tr>
<tr>
<td>Painter Sign Erector</td>
<td>$15.25</td>
<td>$3.65</td>
<td>$1.45</td>
<td>$0.10</td>
<td>$1.34</td>
</tr>
<tr>
<td>Sign Fabricator</td>
<td>$15.25</td>
<td>$3.65</td>
<td>$1.45</td>
<td>$0.10</td>
<td>$1.34</td>
</tr>
<tr>
<td>Serviceman</td>
<td>$15.25</td>
<td>$3.65</td>
<td>$1.45</td>
<td>$0.10</td>
<td>$1.34</td>
</tr>
</tbody>
</table>

## Apprentice Percent

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6 Months</td>
<td>60.00</td>
</tr>
<tr>
<td>6-12 Months</td>
<td>65.00</td>
</tr>
<tr>
<td>12-18 Months</td>
<td>70.00</td>
</tr>
<tr>
<td>18-24 Months</td>
<td>75.00</td>
</tr>
<tr>
<td>24-30 Months</td>
<td>80.00</td>
</tr>
<tr>
<td>30-36 Months</td>
<td>85.00</td>
</tr>
<tr>
<td>36-42 Months</td>
<td>90.00</td>
</tr>
<tr>
<td>42-48 Months</td>
<td>95.00</td>
</tr>
</tbody>
</table>

## Special Calculation Note
Add .75 cents increase per hour for high pay over 40 feet.

**Ratio:**

Jurisdiction (* denotes special jurisdictional note):
3 Journeymen to 1 Apprentice

Special Jurisdictional Note:

Details:
# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

## Change #: LCN01-2017fbLoc94

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>Plumber Pipefitter</td>
<td>$35.23</td>
<td>$7.23</td>
<td>$5.24</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>Apprentice Hired Before 05-01-2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 6 Months</td>
<td>$14.09</td>
<td>$7.23</td>
<td>$0.00</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>2nd 6 Months</td>
<td>$15.85</td>
<td>$7.23</td>
<td>$0.00</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>3rd 6 months</td>
<td>$17.62</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>4th 6 Months</td>
<td>$19.38</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>5th 6 Months</td>
<td>$21.14</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>6th 6 months</td>
<td>$22.90</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>7th 6 months</td>
<td>$26.42</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>8th 6 months</td>
<td>$38.18</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>9th 6 Months</td>
<td>$29.95</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>10th 6 Months</td>
<td>$31.71</td>
<td>$7.23</td>
<td>$0.50</td>
<td>$0.72</td>
<td>$0.00</td>
</tr>
<tr>
<td>Apprentice If Hired After 5-01-2017</td>
<td>Percent</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Year</td>
<td>40.00</td>
<td>$14.09</td>
<td>$7.23</td>
<td>$0.24</td>
<td>$0.72</td>
</tr>
<tr>
<td>2nd Year</td>
<td>50.00</td>
<td>$17.61</td>
<td>$7.23</td>
<td>$0.74</td>
<td>$0.72</td>
</tr>
<tr>
<td>3rd Year</td>
<td>60.00</td>
<td>$21.14</td>
<td>$7.23</td>
<td>$0.74</td>
<td>$0.72</td>
</tr>
<tr>
<td>4th Year</td>
<td>70.00</td>
<td>$24.66</td>
<td>$7.23</td>
<td>$1.30</td>
<td>$0.72</td>
</tr>
<tr>
<td>5th Year</td>
<td>80.00</td>
<td>$28.18</td>
<td>$7.23</td>
<td>$1.31</td>
<td>$0.72</td>
</tr>
</tbody>
</table>

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

### Ratio:
1 Journeymen to 2 Apprentice
4 Journeymen to 3 Apprentice
6 Journeymen to 4 Apprentice
9 Journeymen to 5 Apprentice
3 Journeyman to 1 Apprentice Thereafter

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

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

## Fringe Benefit Payments

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (※)</th>
<th>Misc (※)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$25.30</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.03</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$8.00</td>
<td>$12.16</td>
<td>$54.81</td>
</tr>
</tbody>
</table>

## HELPERS

<table>
<thead>
<tr>
<th>Year</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (※)</th>
<th>Misc (※)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year Helper - 500 1st 6 months</td>
<td>$12.00</td>
<td>$2.25</td>
<td>$0.00</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.03</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$14.90</td>
<td>$20.90</td>
</tr>
<tr>
<td>1st year Helper - 500 w/12 months</td>
<td>$12.65</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$29.51</td>
<td>$35.84</td>
</tr>
<tr>
<td>2nd year Helper - w/12 months</td>
<td>$14.17</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$31.03</td>
<td>$38.11</td>
</tr>
<tr>
<td>3rd year Helper - w/12 months</td>
<td>$15.69</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.03</td>
<td>$32.55</td>
<td>$40.39</td>
</tr>
<tr>
<td>4th year Helper - 12 months</td>
<td>$17.20</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$34.06</td>
<td>$42.66</td>
</tr>
<tr>
<td>5th year Helper - w/12 months</td>
<td>$18.72</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$35.58</td>
<td>$44.94</td>
</tr>
<tr>
<td>6th year Helper</td>
<td>$20.24</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$37.10</td>
<td>$47.22</td>
</tr>
</tbody>
</table>

## Apprentice

<table>
<thead>
<tr>
<th>Year</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (※)</th>
<th>Misc (※)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 months w/ 500 hrs</td>
<td>50.00</td>
<td>$12.65</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$29.51</td>
<td>$35.84</td>
</tr>
<tr>
<td>2nd 6 months w/ 500 hrs</td>
<td>56.00</td>
<td>$14.17</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$31.03</td>
<td>$38.11</td>
</tr>
<tr>
<td>3rd 6 months w/ 500 hrs</td>
<td>62.00</td>
<td>$15.69</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$32.55</td>
<td>$40.39</td>
</tr>
<tr>
<td>4th 6 months w/ 500 hrs</td>
<td>68.00</td>
<td>$17.20</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$34.06</td>
<td>$42.66</td>
</tr>
<tr>
<td>5th 6 months w/ 500 hrs</td>
<td>74.00</td>
<td>$18.72</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$35.58</td>
<td>$44.94</td>
</tr>
<tr>
<td>6th 6 months w/ 500 hrs</td>
<td>80.00</td>
<td>$20.24</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
<td>$0.00</td>
<td>$37.10</td>
<td>$47.22</td>
</tr>
<tr>
<td>7th 6 months w/ 500 hrs</td>
<td>86.00</td>
<td>$21.76</td>
<td>$8.52</td>
<td>$7.69</td>
<td>$0.13</td>
<td>$0.00</td>
<td>$0.40</td>
<td>$0.12</td>
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<td>$0.00</td>
<td>$40.14</td>
<td>$51.77</td>
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**Special Calculation Note:** Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid $2.25 more per hour. Other $0.12 is for C.I.D.B.
Ratio:
No helper shall be used on any one job unless 1 Journeymen, and 1 Apprentice
are working on said job. One
(1) Journeymen to One (1) Apprentice to One (1) Helper

Special Jurisdiction Note: In Lorain County (South of the Turnpike)
Prevailing Wage Rate
Skilled Crafts
Name of Union: Sheet Metal Local 33 (Akron)

Change #: LCN01-2017fbLoc33 Akron

Craft: Sheet Metal Worker
Effective Date: 07/01/2017
Last Posted: 06/28/2017

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Sheet Metal Worker</td>
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<td>$12.89</td>
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<th>Year</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>1st year</td>
<td>45.00</td>
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<td>4th year</td>
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<td>$6.93</td>
<td>$1.18</td>
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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

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

6/28/2017 3:09 PM
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.
# Prevailing Wage Rate

**Skilled Crafts**

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

**Change #: CN01-2009Loc33(Akron)Deck**

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
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<th>Total PWR</th>
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<tbody>
<tr>
<td></td>
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<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
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<tr>
<td>Sheet Metal Worker Decking &amp; Siding</td>
<td>$20.06</td>
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<table>
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<tr>
<th>Decking &amp; Siding Specialty Trainees</th>
<th>Percent</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr.</td>
<td>Vac.</td>
</tr>
<tr>
<td>1st 30 days</td>
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<tr>
<td>2nd thru 6th months</td>
<td>64.25</td>
<td>$12.89</td>
<td>$6.31</td>
<td>$6.35</td>
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<tr>
<td>7th thru 12th months</td>
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**Special Calculation Note**: No special calculations for this skilled craft wage rate are required at this time.

**Ratio**:  

*Jurisdiction ( * denotes special jurisdictional note ) :*
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 #: LCN03-2017fblOc669

<table>
<thead>
<tr>
<th>Craft: Sprinkler Fitter Effective Date: 05/31/2017 Last Posted: 05/31/2017</th>
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<tbody>
<tr>
<td><strong>Classification</strong></td>
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<th><strong>Percent</strong></th>
<th><strong>BHR</strong></th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<td>$65.54</td>
</tr>
</tbody>
</table>
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.
## Prevailing Wage Rate
### Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy 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

<table>
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<tr>
<th>Classification</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
<tr>
<td>Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor, Asphalt Distributor-Tandems</td>
<td>$26.49</td>
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**Apprentice**  
**Percent**

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<thead>
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<th>Time Period</th>
<th>Percent</th>
<th>BHR</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr.</th>
<th>Vac.</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 6 months</td>
<td>80.00</td>
<td>$21.19</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$35.69</td>
<td>$46.29</td>
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<tr>
<td>7-12 months</td>
<td>85.00</td>
<td>$22.52</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$37.02</td>
<td>$48.27</td>
</tr>
<tr>
<td>13-18 months</td>
<td>90.00</td>
<td>$23.84</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$38.34</td>
<td>$50.26</td>
</tr>
<tr>
<td>19-24 months</td>
<td>95.00</td>
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<td>$0.20</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$39.67</td>
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<td>25-30 months</td>
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<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$40.99</td>
<td>$54.24</td>
</tr>
</tbody>
</table>

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

**Ratio:**

Jurisdiction (* denotes special jurisdictional note):
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.
# Prevailing Wage Rate

## Skilled Crafts

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

**Change #:** CN1-2017-fbBldgHwy

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>BHR</th>
<th>Fringe Benefit Payments</th>
<th>Irrevocable Fund</th>
<th>Total PWR</th>
<th>Overtime Rate</th>
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<tbody>
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<td></td>
<td></td>
<td>H&amp;W</td>
<td>Pension</td>
<td>App Tr</td>
<td>Vac</td>
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<tr>
<td>Truck Driver CLASS 2</td>
<td>$26.91</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray Bar men- 5 Axle &amp; Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Apprentice**

<table>
<thead>
<tr>
<th>Apprentice</th>
<th>Percent</th>
<th>H&amp;W</th>
<th>Pension</th>
<th>App Tr</th>
<th>Vac</th>
<th>Annuity</th>
<th>Other</th>
<th>LECET (*)</th>
<th>MISC (*)</th>
<th>Ratio</th>
<th>Jurisdiction (* denotes special jurisdictional note)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First 6 months</td>
<td>80.00</td>
<td>$21.53</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$36.03</td>
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<tr>
<td>7-12 months</td>
<td>85.00</td>
<td>$22.87</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$37.37</td>
<td>$48.81</td>
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<td>13-18 months</td>
<td>90.00</td>
<td>$24.22</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
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<td>19-24 months</td>
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<td>$40.06</td>
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<td>25-30 months</td>
<td>100.00</td>
<td>$26.91</td>
<td>$7.00</td>
<td>$7.30</td>
<td>$0.20</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$41.41</td>
<td>$54.87</td>
</tr>
</tbody>
</table>

**Special Calculation Note:** No special calculations for this skilled craft wage rate are required at this time.
3 Journeymen to 1 Apprentice per company/project

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

Special Jurisdictional Note:

Details:

** Asphalt - Oil spray bar man when operating from cab shall receive $0.20 cents per hour above their Basic Hourly Rate.
101.03
On page 10, Replace the definition with the following:

**Contract Documents.** The Contract Documents include the Invitation for Bids, Addenda, Proposal, contract form and required bonds, Specifications, Supplemental Specifications, Special Provisions, general and detailed plans, Plan notes, standard construction drawings identified in the Plans, notice to contractor, Change Orders, Supplemental Agreements, Extra Work Contracts, “Accepted” and “Accepted as Noted” Working Drawings, and any other document designated by the Department as a Contract Document, all of which constitute one instrument.

On page 11, Add the following definition after the definition of **Engineer**:


On page 13, Replace the definition with the following:

**Shop Drawings.** Drawings accepted by the Contractor and submitted to the Department that describe portions of the Work fabricated off site that are incorporated permanently with the project. Department acceptance is not required.

On page 14, Replace the definition with the following:

**Working Drawings.** Contractor submitted drawings for work, not otherwise defined in the Bid Documents, and require Department acceptance. Examples of Working Drawings include: Engineered Drawings, installation plans, certified drawings, and any other supplementary plans or similar data that the Contractor is required to submit for acceptance.

102.01
On page 15, Add the following paragraph after the second paragraph:
The Department will perform contractor performance evaluations for each contractor and subcontractor on every ODOT-let construction project. Evaluations shall be well documented, objective, and performed in a timely manner, in accordance with Supplement 1131. The contractor’s average scores for the previous calendar year will be used in the calculation of the contractor’s bidding capacity. The contractor has the right to appeal an evaluation.
On page 22, Replace the first sentence with the following:
The Engineer may increase or decrease quantities and alter the Work as necessary to complete the Project.

On page 23, Replace Table 104.02-2 with the following table:

<table>
<thead>
<tr>
<th>% Decrease</th>
<th>Factor</th>
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<th>Factor</th>
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<td>25</td>
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<td>26 to 27</td>
<td>1.09</td>
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<td>28 to 29</td>
<td>1.10</td>
<td>69</td>
<td>1.56</td>
</tr>
<tr>
<td>30 to 31</td>
<td>1.11</td>
<td>70</td>
<td>1.58</td>
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<td>32 to 33</td>
<td>1.12</td>
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<td>34 to 35</td>
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<tr>
<td>39</td>
<td>1.16</td>
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</tr>
<tr>
<td>40 to 41</td>
<td>1.17</td>
<td>76</td>
<td>1.79</td>
</tr>
<tr>
<td>42</td>
<td>1.18</td>
<td>77</td>
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<td>43</td>
<td>1.19</td>
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<tr>
<td>66</td>
<td>1.49</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
104.02.D
On page 24, **Delete** the first paragraph “A quantity…” through the end of TABLE 104.02-3. The last paragraph in the section will remain.

105.02
On page 26, **Replace** the last paragraph of the subsection with the following:

“Accepted” and “Accepted as Noted” Working Drawings are Contract Documents as defined in 101.03. The Department’s acceptance will not relieve the Contractor of responsibility to complete the Work according to the Contract nor relieve a signatory engineer’s responsibility as defined by OAC 4733-23. Include the cost of furnishing Working Drawings in the cost of the Work they cover.

105.16
On page 32, **Delete** the last sentence of the first paragraph beginning with “The cost of work…”

105.16
On page 32, **Add** the following paragraph after the last paragraph of the section:
The cost of work described herein is incidental to the Contract, unless included under another item of work.

106.09
On page 36, **Delete** section E:
On page 36, **Change Section F to Section E:**

E. **Proof of Domestic Origin.** Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

106.11
On page 37, **Add** the following section:

106.11 **Maritime Transportation.** On federal-aid projects, ensure that project-specific materials or equipment transported by ocean vessel are in compliance with 46 CFR 381 and the Cargo Preference Act. Transport at least 50% of any equipment or materials on privately owned United States-flag commercial vessels, if available.

107.21
On page 49, **Replace** the first paragraph in the section with:

107.21 **Prompt Payment.** In accordance with ORC 4113.61, make payment to each subcontractor and supplier within 10 Calendar Days after receipt of payment from the Department for Work performed or materials delivered or incorporated into the Project, provided that the pay estimate prepared by the Engineer includes Work performed or materials delivered or incorporated into the public improvement by the subcontractor or supplier. Contractors are prohibited from holding retainage from bonded subcontractors. For unbonded subcontractors, promptly release any retainage held, as set forth in any subcontractor or supplier agreement, within 10 days of department’s acceptance of the work involving the subcontractor or supplier from whom retainage has been held. For the sole
purpose of establishing a time frame for the release of the subcontractor or supplier retainage, acceptance of subcontractor or supplier work will occur when the subcontractor or supplier has complied with the requirements of 109.12.A and B. No subcontract provision shall permit the Contractor to delay subcontractor’s retainage payments until the Project’s final payment.

107.22

On page 49, Add the following section:

107.22 Unmanned Aircraft Systems. If the project requires or anticipates the use of Unmanned Aircraft Systems within ODOT Right of Way, the Contractor will follow proper risk assessment and federal regulations in accordance with Supplement 1132.

109.05.C.4

On Page 74, Replace the second paragraph with:

The Department will pay for use of Contractor-owned equipment the Engineer approves for force account Work at established rates. The Department will pay the rates, as modified in 109.05.C.4.b, given in the Equipment Watch Cost Recovery (formerly Rental Rate Blue Book), by EquipmentWatch, a division of Penton Business Media, Inc.

202.03

On page 93, Add the following sentence to the end of the second paragraph:

Remove any existing welded form hangers, welded attachments two inches or longer measured parallel to the long axis of the top flange of steel beams or girders, and welded attachments that interfere with the placement of welded shear connectors.

203.04

On page 101, Replace the second sentence of the fifth paragraph of 203.04 with the following:

The area is considered to contain hazardous waste or material and must be handled according to the Construction Administration Manual of Procedures, Item 202 Removal of Structures and Obstructions, Section- Regulated Waste Requirements, Regulated Wastes Found During Construction.

255.05

On page 145, Replace the entire section with the following:

255.05 Placing Dowels and Tiebars. Drill dowel and tiebar holes using hydraulic, electric, or pneumatic percussion drills without spalling or damaging the existing concrete. Provide drills capable of independent adjustment of each drill shaft in the horizontal and vertical direction. When drilling dowels, use a device capable of drilling a minimum of three holes at a time. For patches 10 feet (3 m) or greater in length, provide tie bars or wiggle bolts of the size and spaced as shown on the standard construction drawings along the longitudinal joint(s). Blow all drilled holes clean with oil-free compressed air. Maintain holes dry and frost free before grouting the dowels or tiebars. Pneumatically inject grout starting at the rear of the drilled holes and drawing a bead of material towards the front. Inject a sufficient amount of grout to fill all voids around the dowels and tiebars. Use a grout retention disc with a radius slot as shown in the standard drawings to retain the grout within the drilled holes. Place the grout retention disc on the dowels and tiebars at the end to be inserted in the hole. Insert dowels and tiebars in the holes and rotate the dowels and tiebars approximately one full revolution.
Ensure a small amount of grout extrudes through the radius slot in the grout retention disc when the dowels and tiebars are installed. Hold dowel bars in proper alignment until the grout has hardened.

255.10

On page 148, Replace the third paragraph with the following:

The Department will not pay for additional work to repair damage caused by pavement sawing, pavement drilling or pavement removal.

302.04

On page 161, Replace the entire subsection with the following:

302.04 Spreading and Finishing. Ensure that the compacted depth of any one layer is a minimum of 4 inches (100 mm) and a maximum of 7.75 inches (190 mm). If the plan thickness is 7.0-7.75 inches (178 mm – 190 mm) and District Testing confirms the JMF and mixture production has 95% passing the 1.50 inch (37.5 mm) sieve, the 302 may be placed in two lifts if requested by the Contractor. One lift of plan thickness will be required if top size aggregate dragging occurs. Ensure that the temperature of the mixture when delivered to the paver is a minimum of 250 °F (120 °C). Ensure the temperature of the mixture is sufficient for the roller coverage to be effective in compacting the mixture.

401.04

On page 171, Replace the last paragraph with the following:

Process and use RAP by one of the following two methods. Note on the JMF submittal RAP page which of Method 1 or Method 2 methods described below apply to the RAP. When using RAS without RAP apply the virgin binder requirements of Table 401.04-2 Method 2. Use PG64-28 virgin binder in all 442 intermediate courses regardless of the percentage of RAP used. If greater than 25 percent RAP is used in a JMF submittal use PG58-28 or PG64-28 virgin binder. If 26-30 percent RAP is used in the JMF submittal, the Contractor may submit a 3000 gram RAP sample along with a blend chart, according to Level 3 Mix Design procedures, to determine the grade of virgin asphalt binder to use. When using both 15 percent or greater RAP and 3 percent RAS in an intermediate or base course use PG58-28 or PG64-28. ODOT may request RAP and/or RAS samples or binder properties at any time.

401.04.A

On page 172, in Table 401.04-1, Replace the Comments for 442 Polymer Surface Course with the following:

Polymerized binder is virgin. (For non-polymer virgin binder allow 20% max RAP.)

401.04.B

On page 173, in Table 401.04-2, Replace the Comments for 442 Polymer Surface Course with the following:

Polymerized binder is virgin. (For non-polymer virgin binder allow 25% max RAP.)

401.04.C

On page 173, Add the following sentence to the end of the first paragraph:

C. RAS Processing and Usage. Include RAS in a JMF submittal according to the Standard RAP/RAS Limits Table 401.04-1 or Extended RAP/RAS Limits Table 401.04-2 unless specified
differently in the applicable mix specification. When using RAS without RAP apply the virgin binder requirements of Table 401.04-2 Method 2.

403.06.C
On page 192, Replace the last sentence of the first paragraph with the following:
The Department will use its VA test result, the Contractor result of the split, as well as the most recent previous day (or night) Contractor quality control and/or sublot test in the comparison for the Department VA testing.

403.06.C
On page 193, Replace Note [2] of Table 403.06-1, with the following:
[2] District VA mix test deviation from most recent previous day (or night) QC and/or lot test.

403.06.C
On page 193, in TABLE 403.06-1, Replace the MSG Comparison of 0.025 for 446 with 0.010.

421.03.A
On page 209, Replace Item 3 with the following:
3. Has a mineral filler content of 0.3 to 3.5 percent by dry weight of aggregate.

421.08
On page 211, Replace the fifth paragraph with the following:
Apply a tack coat conforming to Item 407, consisting of a minimum of 15% asphalt residue. Apply the tack coat at a rate of 0.06 to 0.12 gallon per square yard (0.25 to 0.45 L/m²).

421.11
On page 213, Replace the second paragraph with the following:
Within one hour of start of production obtain and label a binder and diluted tack coat sample from the distributor trucks and give the samples to the Engineer the same day. Provide and sample the binder and diluted tack coat in one quart plastic containers with plastic screw tops. Label and retain one sample of each per each additional day for the Department. Take more samples when requested by the Engineer.

422.09
On page 220, Replace the last paragraph with the following:
Before opening to traffic, post the roadway with “Loose Gravel/Fresh Tar” signs and a “35 mph” speed plaque mounted below the sign. Ensure that signs conform to Item 614. Place these signs in the advance warning area and just beyond each intersecting road throughout the length of the activity area. Remove the signs as directed by the Engineer.

441.02
On page 231, Replace the fifth and sixth paragraphs with the following:
If the F/A ratio using total asphalt binder content is greater than 1.0 recalculate it using the effective asphalt binder content. Calculate the effective asphalt binder content according to the Asphalt Institute
Manual Series No. 2. The value (calculated to the nearest percentage point) of the Fifty to Thirty (F-T) value, is the percent of total aggregate retained between the No. 50 (300 μm) and No. 30 (600 μm) sieves, minus the percent of total aggregate retained between the No. 30 (600 μm) and No. 16 (1.18 mm) sieves.

Use a PG 64-22 asphalt binder for a Type 1 Intermediate course unless RAP and/or RAS used according to 401.04 require a virgin binder grade change. Use a PG 64-22 asphalt binder for a Type 2 intermediate course unless RAP and/or RAS used according to 401.04 require a virgin binder grade change. Use a PG 64-22 asphalt binder and Type 1 surface gradation for asphalt concrete for driveways and under guardrails.

441.05

On page 234, Replace the first paragraph with the following:

441.05 JMF Field Adjustments. During the first three days of production the Contractor may adjust the JMF gradation within the below limits without a redesign of the mixture. For projects with less than 3 days of production, give District Testing written notice of any JMF gradation adjustments within 1 workday following the last day of production. Limit adjustments of the JMF to conform to actual production, without a redesign of the mixture, to ±3 percent passing each of the 1/2 inch (12.5 mm), No. 4 (4.75 mm), and No. 8 (2.36 mm) sieves and ±1 percent passing the No. 200 (75 μm) sieve. Do not exceed the limits in Table 441.02-1 and Table 442.02-2 in the adjusted JMF. The adjustment on the 1/2 inch (12.5 mm) sieve applies only to Type 2 mixes. Determine the need for any JMF gradation adjustments in the time specified. Should no adjustments be made, the Department will base acceptance on conformance to the original JMF. After the time period specified, the Department will allow no further adjustment of the JMF.

441.10

On page 238, Replace TABLE 441.10-1, with the following:

<table>
<thead>
<tr>
<th>Mix Characteristic</th>
<th>Out of Specification Limits[5]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Binder Content[1]</td>
<td>-0.3% to 0.3%</td>
</tr>
<tr>
<td>1/2 inch (12.5 mm) sieve[1]</td>
<td>-6.0% to 6.0%</td>
</tr>
<tr>
<td>No. 4 (4.75 mm) sieve[1]</td>
<td>-5.0% to 5.0%</td>
</tr>
<tr>
<td>No. 8 (2.36 mm) sieve[1]</td>
<td>-4.0% to 4.0%</td>
</tr>
<tr>
<td>No. 200 (75 μm) sieve[1]</td>
<td>-2.0% to 2.0%</td>
</tr>
<tr>
<td>Air Voids[2]</td>
<td>2.5% to 4.5%</td>
</tr>
<tr>
<td>Air Voids[3]</td>
<td>3.0% to 5.0%</td>
</tr>
<tr>
<td>MSG[4]</td>
<td>-0.012 to 0.012</td>
</tr>
</tbody>
</table>

[1] deviation from the JMF
[2] for Design Air Voids of 3.5%
[3] for Design Air Voids of 4.0%
[4] deviation from the MTD
[5] unless otherwise restricted by mix type specification
442.02
On page 240, Replace the first paragraph with the following:

442.02 **Type A Mix Design.** Design the mixture composition for a Type A mix according to 441.02 and the most recent Asphalt Institute Manual Series No. 2 (MS-2) for design procedures and material properties except as modified by this subsection. Include in the JMF submittal the standard Department cover and summary page; all printouts from the gyratory compactor (all gyratory points not necessary); and analysis covering the required mix properties. Unless otherwise directed submit one compacted gyratory sample and loose mix for compaction of another sample, in addition to a 5-pound (2000 g) loose sample, for each JMF.

442.02
On page 241, Replace the second paragraph, with the following:

The restricted zone does not apply. Use control points according to MS-2, except as specified in Table 442.02-2.

442.02
On page 241, Replace the TABLE 442.02-2, with the following:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>9.5 mm mix</th>
<th>12.5 mm mix</th>
<th>19 mm mix</th>
<th>Total Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 1/2 inch</td>
<td>(3.75 mm)</td>
<td>–</td>
<td>–</td>
<td>100</td>
</tr>
<tr>
<td>3/4 inch</td>
<td>(19 mm)</td>
<td>–</td>
<td>100</td>
<td>85 to 100</td>
</tr>
<tr>
<td>1/2 inch</td>
<td>(12.5 mm)</td>
<td>100</td>
<td>95 to 100</td>
<td>90 max</td>
</tr>
<tr>
<td>3/8 inch</td>
<td>(9.5 mm)</td>
<td>90 to 100</td>
<td>96 max</td>
<td>–</td>
</tr>
<tr>
<td>No. 4</td>
<td>(4.75 mm)</td>
<td>70 max</td>
<td>52 to 60[1]</td>
<td>–</td>
</tr>
<tr>
<td>No. 8</td>
<td>(2.36 mm)</td>
<td>34 to 52</td>
<td>34 to 45</td>
<td>28 to 45</td>
</tr>
<tr>
<td>No. 200</td>
<td>(75 µm)</td>
<td>2 to 8</td>
<td>2 to 8</td>
<td>2 to 6</td>
</tr>
</tbody>
</table>

[1] For the No. 4 sieve do not exceed 63 in production.

442.02
On page 241, Replace the TABLE 442.02-3, with the following:

<table>
<thead>
<tr>
<th>Mix</th>
<th>VMA (percent minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.5 mm</td>
<td>15.0</td>
</tr>
<tr>
<td>12.5 mm</td>
<td>14.0</td>
</tr>
<tr>
<td>19.0 mm</td>
<td>13.0</td>
</tr>
</tbody>
</table>

442.05
On page 242, Add the following paragraph after the first paragraph:

For 12.5mm mixes ensure the percent passing the No. 4 sieve does not exceed 63 in production. If two tests in a row or any two tests in two days (QC and/or 448 sublot) exceed 63 stop production and notify District Testing.
451.04.A  
On page 254, Replace the first sentence of the third paragraph with the following:  
Finish small areas, irregular areas, and areas that are inaccessible to finishing equipment using  
other methods as approved by the Engineer.

451.09.B  
On page 259, Replace Table 451.09-1 DOWEL SIZE with the following:

<table>
<thead>
<tr>
<th>Thickness of Pavement</th>
<th>Diameter of Solid Dowel</th>
<th>Outside Diameter</th>
<th>Wall Thickness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 1/2 inches (215 mm)</td>
<td>1 inch (25 mm)</td>
<td>1 5/16 inches (33 mm), or 1 3/8 inches (35 mm)</td>
<td>0.120 inches (3 mm)</td>
</tr>
<tr>
<td>8 1/2 to 10 inches (215 to 255 mm)</td>
<td>1 1/4 inches (32 mm)</td>
<td>1 5/8 inches (41 mm)</td>
<td>0.120 inches (3 mm)</td>
</tr>
<tr>
<td>Over 10 inches (255 mm)</td>
<td>1 1/2 inches (38 mm)</td>
<td>1 5/8 inches (41 mm)</td>
<td>0.120 inches (3 mm)</td>
</tr>
</tbody>
</table>

451.09.B  
On page 259, Add the following paragraph immediately after Table 451.09-1 DOWEL SIZE:  
Ensure each end of tubular dowel is fitted with a snug fitting plug style insert cap that does not exceed  
the outside diameter of the tubular dowel, to prohibit any intrusion of concrete or other materials.

455.03.A.1.a  
On page 277, Replace the first sentence with the following:  
A lot consists of concrete of the same JMF.

499.02  
On page 286, Add the following to the first paragraph:  
Carbonate Micro-Fines ……………….701.14

499.03  
On page 286, Replace the third sentence of the first paragraph with the following:  
The design air for concrete with 1 inch nominal maximum size aggregate is 7 percent.

499.03  
On page 287, in Table 499.03-1 Replace the table columns heading with:

<table>
<thead>
<tr>
<th>Quantities per Cubic Yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Concrete with 7±2% Air Content</td>
</tr>
</tbody>
</table>

499.03  
On page 287, in Table 499.03-1 Replace footnote 2 with the following:  
[2] Cementitious Content includes cement, pozzolan, and carbonate micro-fines materials, denoted as Cm.
On page 287, Replace Table 499.03-2 with the following:

| TABLE 499.03-2 POZZOLAN AND CARBONATE MICRO-FINES MATERIALS |
|-----------------|-----------------|
| MATERIAL        | MAXIMUM CONTENT (%) |
| Fly Ash         | 25               |
| GGBFS           | 30               |
| Micro-Silica    | 10               |
| Carbonate Micro-Fines [1] | 20               |

When using multiple pozzolan and carbonate micro-fines materials, do not exceed the individual maximum contents above for each material. A combination of pozzolan and micro-fines materials may not exceed 50% of the total cementitious content by weight.


499.06

On page 291, Replace Table 499.06-1 with the following:

<table>
<thead>
<tr>
<th>TABLE 499.06-1 CONCRETE BATCHING TOLERANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
</tr>
<tr>
<td>Cement</td>
</tr>
<tr>
<td>Pozzolan</td>
</tr>
<tr>
<td>Carbonate Micro-Fines</td>
</tr>
<tr>
<td>Aggregates</td>
</tr>
<tr>
<td>Water[1]</td>
</tr>
<tr>
<td>Chemical Admixtures</td>
</tr>
</tbody>
</table>

[1] Measured by weight or volume

499.07

On page 292, Replace Table 499.07-1 with the following:
<table>
<thead>
<tr>
<th><strong>TABLE 499.07-1 EVERY BATCH TICKET</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of ready-mix batch plant</td>
</tr>
<tr>
<td>Batch plant No.</td>
</tr>
<tr>
<td>Batch plant location</td>
</tr>
<tr>
<td>Serial number of ticket</td>
</tr>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Truck number</td>
</tr>
<tr>
<td>Class of concrete</td>
</tr>
<tr>
<td>JMF Number</td>
</tr>
<tr>
<td>Batch time</td>
</tr>
<tr>
<td>Batch size yd³ (m³)</td>
</tr>
<tr>
<td>Actual weights of cementitious material:</td>
</tr>
<tr>
<td>Cement lb (kg)</td>
</tr>
<tr>
<td>Fly ash lb (kg)</td>
</tr>
<tr>
<td>GGBFS lb (kg)</td>
</tr>
<tr>
<td>Microsilica lb (kg)</td>
</tr>
<tr>
<td>Carbonate Micro-Fines lb (kg)</td>
</tr>
<tr>
<td>Other lb (kg)</td>
</tr>
<tr>
<td>Actual weights of aggregates:</td>
</tr>
<tr>
<td>Coarse lb (kg)</td>
</tr>
<tr>
<td>Intermediate lb (kg)</td>
</tr>
<tr>
<td>Fine lb (kg)</td>
</tr>
<tr>
<td>Other lb (kg)</td>
</tr>
<tr>
<td>Actual weight of water lb (kg)</td>
</tr>
<tr>
<td>Actual volume of admixtures:</td>
</tr>
<tr>
<td>Air-entrainer fl oz (mL)</td>
</tr>
<tr>
<td>Superplasticizer fl oz (mL)</td>
</tr>
<tr>
<td>Water-reducer fl oz (mL)</td>
</tr>
<tr>
<td>Retarder fl oz (mL)</td>
</tr>
<tr>
<td>Other fl oz (mL)</td>
</tr>
<tr>
<td>Aggregate moisture contents:</td>
</tr>
<tr>
<td>Coarse aggregate %</td>
</tr>
<tr>
<td>Intermediate aggregate %</td>
</tr>
<tr>
<td>Fine aggregate %</td>
</tr>
<tr>
<td>Water-cementitious ratio, leaving the plant</td>
</tr>
</tbody>
</table>
499.07

On page 293, Replace Table 499.07-2 with the following:

<table>
<thead>
<tr>
<th>Cementitious Materials</th>
<th>Source</th>
<th>Grade or Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fly ash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GGBFS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Microsilica</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbonate Micro-Fines</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admixtures</td>
<td>Brand</td>
<td>Type</td>
</tr>
<tr>
<td>Air-entrainer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retarder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superplasticizer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water-reducer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

500

On page 294, Replace the title of subsection 501.05 with:

501.05 Submittal of Engineered Drawings

501

Add the following section into the heading:

501.07 Welded Attachments

501.04.A.

On page 294, Replace the first paragraph with the following:

Submit shop drawings to the OMM and the District Office of Planning and Engineering before the start of fabrication on Item 513, UF Level or at least 3 days before the pre-fabrication meeting, per 513.07 or 515.07 as follows:

501.04.B.

On page 295, Revise the second paragraph to the following:

Submit two copies of the shop drawings to the Engineer and one copy to the District Office of Planning and Engineering with the materials delivered to the project. Do not incorporate material into the work until after submitting the drawings. Department approval of these shop drawings is not required.

501.04.C.

On page 295, Revise the second paragraph to the following:

Shop drawings shall be neatly and accurately drawn on 11 x 17 inch or 22 x 34-inch (280 x 432 mm or 559 x 864 mm) sheets. Submit the shop drawings electronically in pdf format.

On page 296, Delete the last paragraph in the subsection, beginning with “After all fabrication…”.
501.05
On page 296, **Revise** the second paragraph to:

Perform daily inspections to ensure the work governed by the Engineered Drawing is functioning as designed. Report malfunctioning work to the Engineer immediately.

501.05
On page 296, **Replace** the title of subsection 501.05 with:

**501.05 Submittal of Engineered Drawings.**

501.05.A
On page 296, **Replace** the entire subsection with the following:

**A. Projects with Railroad Involvement.** Prepare and provide Engineered Drawings listed in this section as follows:

Have competent individuals prepare, check and initial each Engineered Drawing. The preparer and checker shall be different individuals. Provide, on the cover sheet or submittal letter, the first name, last name and initials of each preparer and checker performing work on the Engineered Drawings. Have an Ohio Registered Engineer sign, seal, and date the cover sheet or submittal letter according to ORC 4733 and OAC 4733-35. If multiple preparers or multiple checkers created the drawing, then the cover sheet or submittal letter shall clearly indicate the portions for which each person is responsible.

Submit Engineered Drawings to all involved railway companies at least 50 days before planned construction begins. Obtain acceptance from all involved railroad companies. Furnish the Engineer copies of all correspondence with the railroad, documentation of railroad acceptance and the Engineered Drawings accepted by the railroad.

Schedule an Engineered Drawing meeting to be held 7 days, or less at the discretion of the Engineer, after submitting railroad accepted drawings to the Engineer. The signatory Engineer responsible for the Engineered Drawing design, the Superintendent, the Engineer and the Inspector will participate in the meeting in person, via conference call or via video conference. The Engineer may invite the responsible designer of the Plans for assistance. The purpose of the meeting shall be to review the drawings; resolve all issues to the Engineer’s satisfaction and ensure all parties are in agreement with the work to commence. At the conclusion of the meeting, the Engineer will provide a written response to the submittal in accordance with C&MS 105.02. Do not begin work until the Engineer’s acceptance has been received.

Perform all work in accordance with the ODOT accepted Engineered Drawings. Immediately cease all operations that deviate from the ODOT accepted Engineered Drawings. If a deviation is necessary, prepare revised Engineered Drawings as noted above and furnish the Engineer a copy of revised Engineered Drawings including documentation of acceptance from all involved railroad companies. Schedule an Engineered Drawing meeting as noted above to be held 24 hours, or less at the discretion of the Engineer, after submitting the revised railroad accepted drawings. At the conclusion of the meeting, the Engineer will provide a written response to the submittal in accordance with C&MS 105.02. Do not begin work until the Engineer’s acceptance has been received.

The Department will consider delays resulting from Engineered Drawing deviations as non-excusable in accordance with 108.06.E.

This section applies to Engineered Drawings for the following:

1. Bracing adjacent to the railroad tracks. Perform work according to 501.05.B.1.
2. Demolition of structures over or within 14 feet of railroad tracks. Perform work according to 501.05.B.2.
3. Erection of structural members over or within 14 feet of railroad tracks. Perform work according to 501.05.B.4.

501.05.B

Beginning on page 296, Revise the subsection to:

B. Projects without Railroad Involvement. Prepare and provide Engineered Drawings listed in this section as follows:

Have competent individuals prepare, check and initial each Engineered Drawing. The preparer and checker shall be different individuals. Provide, on the cover sheet or submittal letter, the first name, last name and initials of each preparer and checker performing work on the Engineered Drawings. Have an Ohio Registered Engineer prepare, sign, seal and date the cover sheet or submittal letter according to ORC 4733 and OAC 4733-35. If multiple preparers or multiple checkers created the drawing, then the cover sheet or submittal letter shall clearly indicated the portions for which each person is responsible.

Schedule an Engineered Drawing meeting to be held 7 days, or less at the discretion of the Engineer, after submitting drawings to the Engineer. The signatory Engineer responsible for the design, the Superintendent, the Engineer and the Inspector will participate in the meeting in person, via conference call or via video conference. The Engineer may invite the designer of the contract Plans for assistance. The purpose of the meeting shall be to review the drawings; resolve all issues to the Engineer’s satisfaction and ensure all parties are in agreement with the work to commence. At the conclusion of the meeting, the Engineer will provide a written response to the submittal in accordance with C&MS 105.02. Do not begin work until the Engineer’s acceptance has been received.

Perform all work in accordance with the accepted Engineered Drawings. Immediately cease all operations that deviate from the accepted Engineered Drawings. If a deviation is necessary, prepare revised Engineered Drawings as noted above and furnish the Engineer a copy of revised Engineered Drawings. Schedule an Engineered Drawing meeting as noted above to be held 24 hours, or less at the discretion of the Engineer, after submitting the revised drawings. At the conclusion of the meeting, the Engineer will provide a written response to the submittal in accordance with C&MS 105.02. Do not begin work until the Engineer’s acceptance has been received.

The Department will consider delays resulting from Engineered Drawings deviations as non-excusable in accordance with 108.06.E.

This section applies to Engineered Drawings for the following:
1. Cofferdams and Excavation Bracing. If a complete design is not provided in the plans, provide Engineered Drawings for excavations when the edge line of a roadway used to maintain traffic is located within a distance of one-half times the excavation height or for excavations that expose any side of an excavation to a height exceeding eight feet.

The Contractor may construct the design(s) shown on the plans without an Engineered Drawing submittal or prepare an alternate design. Submit Engineered Drawings for all alternate Cofferdam and Excavation Bracing designs. Perform all Work as specified below:

   a. Locate Cofferdams and Excavation Bracing according to the contract, if shown.
   b. Maintain temporary horizontal and vertical clearances according to the contract.
   c. Include the effects of AASHTO live, dead and temporary construction load surcharges as necessary.
   d. Design Cofferdams and Excavation Bracing to support the sides and bottom of an excavation for all phases of work in accordance with the latest AASHTO Guide Design Specifications for Bridge Temporary Works, Section 4 and the latest edition of either the
2. Demolition of Bridges or portions of Bridges in which the work endangers the public welfare, or life, health or property. Perform all Work as specified below:
   a. Provide temporary devices or structures necessary to protect traffic during all demolition activities. Provide traffic protection when demolition is located less than 12' horizontally from active traffic on structures of less than 25' vertical clearance. Increase the 12' minimum horizontal distance 1 foot for each 2 feet of additional height greater than 25'.
   b. Never lift the portions of structure being removed over active traffic. Before releasing traffic make the remaining structure stable.
   c. Design traffic protection devices or structures when over live traffic, for a minimum load of 50 pounds per square foot plus the weight of equipment, debris and any other load to be carried. Include any portion of the deck that cantilevers beyond the fascia beams or girders.
   d. In lieu of temporary devices or structures required in “a.” above, provide a vertical barrier. Design the vertical barrier with rigid or flexible materials specifically designed for demolition containment. Extend the enclosure up to the bottom of the deck and down to the ground. Maintain all materials free of tears, cuts and holes.
   e. Maintain temporary horizontal and vertical clearances according to the contract.
   f. Locate structural members to be reused before performing any removal operations.
   g. Do not damage structural members being reused during any removal operation.
   h. Perform Work so that all members are stable during all operation and loading conditions.
   i. Provide the method and sequence of the removal operations. Include the type and location of equipment to be used during the demolition.
   j. Perform Work according to 501.05.B.6.

3. Falsework for cast-in-place concrete slab bridges. Perform all work according to 508 and as specified below:
   a. Provide a camber table to account for the deflection of the falsework loaded with its own weight and the weight of wet concrete. Also include in the table, the specified camber to compensate for slab deflection after the falsework is released.
   b. Maintain temporary horizontal and vertical clearances according to the contract.
   c. As a minimum design falsework over waterways for a five year flood or with 75 percent of the effective waterway opening of the proposed structure. The Contractor is responsible for any damages caused by upstream flooding due to insufficient temporary structure size or the accumulation of debris or sediment in the channel.
d. Support falsework foundations located within the ten year flood limits on rock, shale or piles driven to a minimum depth of 15 feet, and to sufficient penetration to carry superimposed loads or until refusal on rock.

e. The incorporation of structural steel shapes, used as temporary support members, into a finished concrete slab superstructure is prohibited.

f. Design falsework in accordance with the latest AASHTO Guide Design Specifications for Bridge Temporary Works, Section 2.

4. Erection of steel or precast concrete structural members as specified below:

a. Never lift structural members over active traffic. Before releasing traffic make structural members stable.

b. Supply any temporary supports or braces necessary to maintain structural stability and prevent lateral movement until completion of all construction activities.

c. Perform Work according to 501.05.B.6, 513 or 515.

d. Do not field weld temporary members to permanent steel members.

e. Maintain temporary horizontal and vertical clearances according to the contract.

f. Provide drawings with at least the following information:

   (1) Site Plan of the work area showing permanent support structures (piers and abutments); roads; railroad tracks; waterways; overhead and underground utilities; and other information pertinent to erection.

   (2) Erection sequence for all members, noting any temporary support conditions, such as holding crane positions, temporary supports, falsework etc. Member reference marks, when reflected on the erection plans, should be the same used on the shop drawings.

   (3) Primary member delivery location and orientation.

   (4) Maintenance of Traffic during erection operations.

   (5) Location of each crane for each primary member pick, showing radius and crane support (barges, mats, etc.).

   (6) Capacity chart for each crane configuration and boom length used in the work.

   (7) Center of gravity locations for primary member.

   (8) Rigging weights, capacity and arrangement for primary member picks.

   (9) Lifting weight of primary member picks, including all rigging and pre-attached elements.
(10) Details of any temporary lifting devices to be bolted or welded to permanent members, including method and time (shop or field) of attachment; capacity; and method, time, and responsibility for removal.

(11) Blocking details for bridge bearings.

5. Jacking and support of existing structures as specified below:

a. Support the structure on temporary supports and brace as necessary to maintain structural stability and prevent lateral movement until completion of the permanent supports. Do not rely on jacks lifting system alone, (e.g. hydraulic system), to support the structure except during the actual jacking operation. Remove all temporary supports upon completion of the jacking procedure.

b. Maintain a maximum differential jacking height of 1/4 inch between any adjacent beam lines.

c. Maintain a maximum differential jacking height of 1 inch between any adjacent abutments or piers.

d. Place jacks and any load plates at least 2 inches from the edges of any concrete substructure seats.

e. Do not field weld temporary members to permanent steel members.

f. Maintain temporary horizontal and vertical clearances according to the contract.

6. When the total load applied to a structure during construction, (new or structure being rehabilitated), exceeds 75 percent of the legal limit, (The Legal Limit is 80,000 lbs. or percentage thereof if posted), the load effects on the structure shall be analyzed based on the operating level calculated by the Load Factor Rating Method as given in the AASHTO Manual for Bridge Evaluation.

7. Structures for maintaining traffic in accordance with Item 502.

a. For structures located over or within 14 feet of railroad tracks, submit plans in accordance with 501.05.A.

b. Perform Work according to 501.05.B.6.

501.05.C

On page 300, Revise the subsection to:

C. Corrective Work. Unless otherwise noted, before performing corrective work on structure items, 507, 511, 513, 515, 516, 517 and 524, prepare a Corrective Work Plan (CWP). Submit three copies of the CWP to the Engineer for acceptance 30 days, or less at the discretion of the Engineer before construction begins. Have an Ohio Registered Engineer prepare, sign, seal and date each CWP. Obtain Department acceptance before beginning corrective work.

Perform all Work in accordance with the accepted CWP. Immediately cease all operations that deviated from the accepted CWP. If a deviation is necessary, furnish the Engineer three copies of a
revised CWP. The revised CWP shall be signed, sealed and dated by an Ohio Registered Engineer. Obtain Department acceptance of revised CWP prior to performing corrective work.

Perform all corrective work, including the preparation of the CWP and revisions at no expense to the Department. The Contractor shall reimburse the Department for all CWP review costs of the Designer of Record. The Department will consider delays resulting from all corrective work as non-excusable in accordance with 108.06E.

501.05.D
On page 300 Delete entire subsection.

501.07
On page 301, Add the following Section:
501.07 Welded Attachments. Prepare and provide a detailed request showing weld size, length, type and location for welding permanent or temporary attachments to main structural members not shown or permitted by contract. Submit request to the Office of Structural Engineering at least 20 days before construction begins. Obtain acceptance before performing work. Perform work according to 513.

503.03
On page 303, Replace the first sentence with:
This item includes the preparation of an Engineered Drawing according to 501.05, and the construction, maintenance, and subsequent removal of all cofferdams and excavation bracing.

507.04
On page 313, Replace the tenth full paragraph with:
Do not use a follower unless approved by the Office of Geotechnical Engineering. If the Office of Geotechnical Engineering does approve the use of a follower, account for the increased energy loss when determining the required driving criteria.

508.02
On page 318, Replace the eighth paragraph with the following:
Remove falsework only after the concrete conforms to 511.14 and before final acceptance of the structure. Cut off or pull falsework piling. Cut off piles to at least the slope line, riprap line, or stream bed.

508.02
On page 318, Replace the thirteenth paragraph with the following:
For continuous concrete slab or beam superstructures, do not place concrete on a span until the falsework and forms are complete for the adjacent spans. Do not release or remove falsework from a span until the concrete in adjacent spans has been placed a sufficient length of time to meet all requirements for the removal of falsework as set forth in 511.14. Inserts cast into prestressed members for the purposes of falsework support shall be galvanized according to 711.02 and shall be shown in the shop drawings according to 515.06.
508.05
On page 319, **Revise** the last sentence to:
The Department will not pay for dynamic load testing as required in 508.02 to determine blow count if piles are not driven to rock.

509.04
On page 321, **Replace** the last five sentences with the following:
Install reinforcing steel with the following clearances from the concrete surface:

A. 2 1/2 inches [-0 inch, +0.5 inch] (65 mm [-0 mm, +13 mm]) to the top of sidewalks.

B. 3 inches [-0 inch] (75 mm [-0 mm]) at the faces of footings placed against rock or earth.

C. 1 1/2 inches [-0 inch, +0.25 inch] (38 mm [-0 mm, +6 mm]) to the bottom of a cast-in-place deck slab.

D. 2 1/2 inches [-0.25 inch, +0.75 inch] (65 mm [-6 mm, +19 mm]) between the reinforcing steel and the top surfaces of cast-in-place concrete deck slabs.

E. 2 inches [-0 inch, +0.5 inch] (50 mm [-0 mm, +13 mm]) at all other surfaces.

509.07
On page 322, **Replace** the second paragraph with:
Mechanical connectors shall be capable of developing 125 percent of the yield strength of the connected bars. For threaded connections, do not reduce the nominal area of the bars shown in the plans without increasing the grade of the reinforcing bar shown in the plans. The total slip of the bar within the splice sleeve of the connector after loading in tension to 30.0 ksi (207 MPa) and relaxing to 3.0 ksi (21 MPa) shall not exceed the following measured displacements between gage points clear of the splice sleeve:

511.07
On page 330, **Revise** TABLE 511.07-1 as follows:

<table>
<thead>
<tr>
<th>TABLE 511.07-1 PLACEMENT TOLERANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deviation from plumb for exposed surfaces</td>
</tr>
<tr>
<td>Vertical alignment (Deviation from a line parallel to the grade line)</td>
</tr>
<tr>
<td>Longitudinal alignment (Deviation from a line parallel to the centerline or baseline)</td>
</tr>
<tr>
<td>Width dimensions of walls for exposed surfaces</td>
</tr>
<tr>
<td>Bridge Slab thickness</td>
</tr>
<tr>
<td>Elevations of beam seats</td>
</tr>
<tr>
<td>Slope, Vertical Deviation from Plane</td>
</tr>
<tr>
<td>Slope, Horizontal Deviation from Plane</td>
</tr>
</tbody>
</table>
511.07
On page 330, Replace the second paragraph with the following:
When placing superstructure and approach slab concrete assure the ambient air temperature is 85 °F (30 °C) or less and not predicted to go above 85 °F (30 °C) during the concrete placement; and evaporation rates, determined according to Figure 1 in ACI 308, do not exceed 0.1 lbs/ft²/hour (0.5 kg/m²/hour).

511.07
On page 330, Replace the fourth paragraph with the following:
Figure 1 does not apply to substructure items and formed parapets. Figure 1 applies to slip-formed parapets and approach slabs.

511.08
On page 333, Revise TABLE 511.08-1 as follows:

<table>
<thead>
<tr>
<th>SLIPFORMED BRIDGE RAILING TOLERANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reinforcing steel cover</td>
</tr>
<tr>
<td>1/2 inch, +1/2 inch (-13 mm, +13 mm)</td>
</tr>
<tr>
<td>Top width dimension</td>
</tr>
<tr>
<td>-0, +1/4 inch (+6 mm)</td>
</tr>
<tr>
<td>Bottom width dimension</td>
</tr>
<tr>
<td>-0, +1/2 inch (+13 mm)</td>
</tr>
<tr>
<td>Surface flatness</td>
</tr>
<tr>
<td>1/4 inch in 10 feet (6 mm in 3 m)</td>
</tr>
<tr>
<td>Vertical alignment (Deviation from a line parallel to the grade line)</td>
</tr>
<tr>
<td>1/2 inch in 20 feet (13 mm in 6 m)</td>
</tr>
<tr>
<td>Max. ±1 inch (25 mm)</td>
</tr>
</tbody>
</table>

511.14
On page 337, in the Revise the second paragraph to:
If the air temperature surrounding the concrete is maintained between 32 and 50 °F (0 and 10 °C), and if the provisions of 511.12 do not apply, maintain the concrete above 32 °F (0 °C) for 7 days or until a successful strength test conforming to Table 511.14-1A, except this time shall not be less than 5 days.

511.19
On page 341, Replace the title of the section with:
511.19 Joints, Cracks, Scaling and Spalls.

511.19.E
On page 342, Replace E. with:
E. Cracks discovered in the deck of the top and bottom surfaces before opening the deck to traffic, that are 10 mils or 0.010 inches (0.254 mm) or less in width.

Determine the extent (and effect) of deck cracking on the top and bottom surface area, that are 10 mils or 0.010 inches (0.254 mm) or more in width, of deck scaling that is greater than 0.250 inches.
(6.25 mm) deep on the deck surface, and of deck spalling on more than one area or an area greater than 32 square yards (26.76 square meters), and submit a proposed repair plan to the Engineer. The Department will determine if the proposed repair methods are acceptable.

512.03.G.2.f
On page 350, Replace “f.” with the following:

f. Tint clear non-epoxy sealers with a vanishing dye that will not damage the concrete.

512.03.G.2.g
On page 351, Replace “g.” with the following:

g. Do not apply sealer if the ambient temperature is below 40 °F (5 °C) or will fall below 32 °F (0 °C) within 12 hours after application.

512.03.G.2.h
On page 351, Delete subsection “h.”

512.04.B
On page 352, Revise the second sentence to:

Sweep, abrasive blast, then with the use of a manual or power broom sweep and blow with compressed air so that the surfaces to which the sealer is to be applied is dry and free of dust and dirt.

512.04.C
On page 353, Revise the third paragraph to:

Before using the material submit to OMM copies of the manufacturer’s certified test data showing that the material complies with the requirements of this specification. The test data shall be developed by an independent approved testing laboratory, and shall include the brand name of the material, name of manufacturer, number of the lot tested and date of manufacture. When the material has been approved by OMM, further testing by the manufacturer will not be required unless the formulation or manufacturing process has been changed, in which case new certified test results will be required. The manufacturer shall certify that the formulation is the same as that for which data has been submitted. The state reserves the right to sample and test delivered lots for compliance.

512.06.C
On page 356, Revise the last sentence to:

Broadcast sand over the entire sealed area of the bridge deck by mechanical means to effect a uniform coverage of 1 to 2 pounds per square yards (0.54kg/m² to 1.08 kg/m²).

512.08.G
On page 359, Replace G. in its entirety with the following:

**G. Type 2 Membrane Waterproofing.** This type of waterproofing consists of a rubberized asphalt and peel-and-stick waterproofing membrane 711.25. Follow manufacturer’s written recommendations for application of this product, which shall be provided to the project. After installing the primer coat, if required, remove the membrane’s release liner and place the adhesive side on the prepared concrete surface. Lay the membrane smooth and free of wrinkles. Lap joints in membranes by at least 1 inch (25 mm). Store membrane materials indoors at temperatures not to exceed 120 °F (49 °C).
For precast concrete three- and four-sided structures, install Type 2 membrane on the exterior vertical and exterior top horizontal surfaces.

513.25.B
On page 377, Revise the fifth paragraph to:
If a test section contains unacceptable defects, test 5-foot (1.5 m) segments on both sides of the test section, or, if less than 5-foot (1.5 m) segments are on both sides of the test section, test the full length of the weld. Retest welds requiring repair after repairs are complete.

514.02
On page 381 Revise the first sentence of the third paragraph to:
For caulking, use a single pack moisture cured polyurethane based material, which will not shrink, or sag capable of filling voids up to 1 inch (25 mm) wide.

514.04.A
On page 382, Replace the second paragraph with the following:
Each quality control specialist must be, at a minimum, either a NACE (National Association of Corrosion Engineers) coating inspector Level 1-certified, or a SSPC (The Society for Protective Coatings) protective coating specialist, or a SSPC protective coating inspector Level 1, or a SSPC bridge coating inspector Level 1, or formally trained or retrained by, at a minimum, a NACE coating inspector Level 1 certified, or a SSPC protective coating specialist, or a SSPC protective coatings inspector Level 1, or a SSPC bridge coating inspector Level 1. The training shall be adequate to ensure that the quality control specialist is able to use all the testing equipment and understands the requirements of this specification. Provide a copy of the NACE or SSPC certification or a copy of the trainer’s NACE or SSPC certification and a letter or certificate signed and dated by the trainer to the Office of Construction Administration. Ensure that the NACE or SSPC certification is current or retrain the quality control specialist every five years in accordance with the above requirements.

514.05
On page 385, Replace the first paragraph with:
**Testing Equipment.** For the project duration, provide the Engineer or inspectors with the test equipment listed below for the type of work at each work site with ongoing work. With the exception of the recording thermometer, the fabricator shall provide its quality control specialists with the test equipment listed below. The Contractor and fabricator shall maintain all testing equipment in good working order, and provide documentation or certification of calibration from the manufacturer. If the Contractor or Fabricator and the Engineer’s inspector are using different test equipment, the Contractor or Fabricator and the Engineer’s inspector will perform side-by-side testing and compare results. If the difference between the Department’s and Contractor’s or Fabricator’s tests results, such as blast profile, dry film thickness, temperature, dew point and relative humidity, are greater than 1%, the Contractor or Fabricator and the Engineer will determine the reason for the differences and make necessary adjustments.

514.05.B
On page 386, Replace B with:
B. One Spring micrometer and extra-coarse replica tape or comparable electronic surface profile gauge for the measurement of abrasive blast profile depth within ±0.2 mils on the project at all times.

514.13.D
On page 392, Replace the second and third paragraphs with the following:

Collect all debris from blasting operations, equipment, or filters, and all debris that fell to the ground. Store the debris in steel containers/drums with lids that are locked at the end of each workday. Store the debris in these locked drums while in the storage location and when hauled from the storage location to the disposal site. The storage location shall be at the bridge site unless, the Engineer and Contractor agree on an alternate storage location. Secure the storage location by surrounding the site with a 5 foot (1.5 m) high dumpster or a 5 foot (1.5 m) high chain link fence fabric supported by traffic sign drive posts 10 feet (3 m) apart. Drive the traffic signposts into the ground at least 2 feet (0.6 m) deep. Secure the dumpster or fencing with padlocks at the end of each day. The location of centralized cleaning stations for recyclable steel shall also be agreed by the Engineer and the Contractor.

Test and evaluate the debris for disposal. Obtain the services of a testing laboratory to obtain directly from the project site and evaluate a composite representative sample of the abrasive blasting debris for each bridge site. The person taking the sample must be an employee of the testing laboratory.

514.17.A
On page 395, Revise the first paragraph to:

A. General. Paint all structural steel, scuppers, expansion joints except top surface, steel railing, exposed steel piling, drain troughs, and other areas as shown on the plans. Paint galvanized or metalized surfaces if shown on the plans. Unless otherwise shown on the plans or specified below, apply paint to provide the specified coating thickness by brush and spray methods. Apply primer and intermediate paint per 708.01 and 708.02 to cover all visible steel surfaces. If gaps or crevices remain between adjacent coated steel surfaces after applying the intermediate coat, caulk according to 514.19. If brush and spray are not practical to paint places of difficult access, the Contractor may use daubers, small diameter rollers, or sheepskins.

514.17.E
On page 398, Revise the section as follows:

E. Brush Application. Apply the paint to produce a smooth coat. To ensure coverage, apply wet stripe coats using brushes, daubers, small diameter rollers or sheepskins to all edges, outside corners, crevices, welds, rivets, bolts, nuts and washers in addition to the spray application of each individual coating. Apply stripe coat of organic zinc primer either before or after spray application of primer. Apply stripe coats of intermediate and finish coats before spray application of the respective coats. Apply additional paint as necessary to produce the required coating thickness.

514.17.G
On page 399, in Section G., Replace bullet 2. with:
2. Perform Adhesion Testing according to ASTM D 4541, Type 4. Meet or exceed 400 psi adhesion between coats or between the paint system and the substrate, or 400 psi cohesion within paint coats.

514.19
On page 400, **Revise** the paragraph to:

After the intermediate coat cures and before applying the finish coat, caulk gaps or crevices up to 1/2 inch (13 mm) wide. Follow the manufacturer’s recommendations for curing before applying the finish coat.

515.03
On page 406, **Revise** the first paragraph of this section to:

There are three levels of fabricator qualification. OMM will classify each fabricator at the highest level of fabrication it is qualified to perform.

515.17
On page 414, **Revise** TABLE BEAM DIMENSIONAL TOLERANCES as follows:

<table>
<thead>
<tr>
<th>BEAM DIMENSIONAL TOLERANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>Length of beam</td>
</tr>
<tr>
<td>Depth of beam</td>
</tr>
<tr>
<td>Depth of I beam flange including fillets</td>
</tr>
<tr>
<td>Beam (box)/Flange (I) Width</td>
</tr>
<tr>
<td>Flange Thickness excluding fillets</td>
</tr>
<tr>
<td>a) Top</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>b) Bottom</td>
</tr>
<tr>
<td>Width Web</td>
</tr>
<tr>
<td>Width beam walls</td>
</tr>
<tr>
<td>Width of Void</td>
</tr>
<tr>
<td>Height of Void</td>
</tr>
<tr>
<td>Box Beam Diaphragm spacing</td>
</tr>
</tbody>
</table>
Deviation from True Vertical ±1/8" (3 mm) 1/8" per ft (8 mm per m)
Deviation from Skew Angle ±1/2" (13 mm) ±1/2" (13 mm)

515.17
On page 414, Revise TABLE REINFORCING STEEL TOLERANCES as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Box Beam</th>
<th>I Beam</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear cover</td>
<td>-0</td>
<td>-0</td>
</tr>
<tr>
<td></td>
<td>+1/4&quot; (6 mm)</td>
<td>+1/4&quot; (6 mm)</td>
</tr>
<tr>
<td>Splice lengths</td>
<td>-1 1/2&quot; (38 mm)</td>
<td>-1 1/2&quot; (38 mm)</td>
</tr>
<tr>
<td>Stirrup spacing in anchorage zone</td>
<td>±1/4&quot; (6 mm)</td>
<td>±1/4&quot; (6 mm)</td>
</tr>
<tr>
<td>Stirrup spacing outside anchorage zone</td>
<td>±1&quot; (25 mm)</td>
<td>±1&quot; (25 mm)</td>
</tr>
<tr>
<td>Stirrup extension above top flange</td>
<td>-1/2&quot; (13 mm)</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>+1/4&quot; (6 mm)</td>
<td>+1&quot; (25 mm)</td>
</tr>
<tr>
<td>Reinforcement extension beyond beam end</td>
<td>-3/4&quot; (18 mm)</td>
<td>-3/4&quot; (18 mm)</td>
</tr>
<tr>
<td></td>
<td>+0</td>
<td>+0</td>
</tr>
</tbody>
</table>

515.22
On page 416, Revise the first two paragraphs of the section to:

Payment for prestressed concrete beams include all inserts, sleeves, fittings, reinforcing steel fully or partially encased in the members, threaded rods, embedded inserts, embedded bearing sole plates, temporary bracing, fixed anchor dowels, and all transverse tie rods necessary to complete this work. The Department will consider all costs associated with all structural steel, including bolts, nuts, washers and plate washers for steel intermediate diaphragms, as well as concrete and reinforcing steel for cast-in-place concrete intermediate diaphragms as incidental to the intermediate diaphragms.

The Department will pay for expansion joint end diaphragms, semi-integral diaphragms, pier diaphragms, bearing load plates, bearing pads, and other expansion materials, separately.

516.07
On page 419, Revise the fifth paragraph to:

Set elastomeric bearing pads directly on the concrete surface. If the beams seats are sealed with an epoxy or non-epoxy sealer prior to setting the bearings, do not apply sealer to the concrete surfaces under the proposed bearing locations. If these locations are sealed, or membrane cured, remove the sealer or membrane cure to the satisfaction of the Engineer before setting the bearings. Perform this removal at no expense to the Department.
517.02
On page 421, Revise the first sentence to:
Fabricate railing according to Item 513.

518.05 Porous Backfill.
On page 424, Add the following sentence to the end of the first paragraph:
Place porous backfill in loose lifts not to exceed 12 inches. Run a plate compactor or tamper over the top of each lift for consolidation of approximately 85% of original layer thickness. If placed in loose lifts greater than 12 inches, flood the porous backfill at the appropriate moisture content for consolidation of approximately 85% of original layer thickness.

519.06
On page 426, Revise the second paragraph to:
Remove the forms within 24 hours after placing the concrete, and finish all exposed surfaces by rubbing to match the surrounding concrete. Apply membrane curing according to 511.14, Method B, immediately after rubbing the surface.

522.03
On page 432, Revise the last sentence of this section to:
Backfill according to the requirements for Item 611.

526.05
On page 443, Replace the section with the following:

526.05 Finishing and Curing. Mechanically screed, at a vibration frequency of 1500 to 5000 pulses per minute, the concrete surface to the proper elevation in one complete pass with a minimum of hand finishing. If the approach slab is to serve as a base for an asphalt concrete wearing course, texture the approach slab according to Item 305. If the approach slab is to serve as a wearing surface, test the surface according to 451.13, and diamond groove the surface according to 511.17. Cure approach slabs according to 511.14.A.

Open approach slabs to traffic according to Table 511.14-1A or Table 511.14-1B.

601.02
On page 445, Replace the last paragraph with the following:
Ensure tied concrete block mats and articulating concrete block revetment systems are held together by galvanized steel wire, HDPE mesh, or stainless steel wire.

601.04.A
On page 445, Replace the name of section A. with the following:
A. Type A – Provide Flat Stones or Broken Concrete
601.04.A
On page 445, Delete the following paragraph from the end of section A:
Approved manufacturers are on file with the Office of Materials Management. For approval, manufacturers will submit product information to the Office of Hydraulic Engineering.

601.04.B
On page 445, Replace the name of section B. with the following:
B. Type B – Provide Articulating Concrete Block Revetment System

601.04.B
On page 445, Replace the first sentence of the section with the following:
Ensure articulating concrete block revetment conform to 712.13.

601.04.C
On page 445, Replace the name of section C. with the following:
C. Type C – Construct Concrete Riprap Using Cloth or Burlap Bags

601.04.D
On page 446, Replace the name of section D. with the following:
D. Type D – Construct a 6-inch (150 mm) Reinforced Concrete Slab

601.11
On page 448, Delete the last paragraph of the section:
Approved manufacturers are on file with the laboratory. For approval, manufacturers will submit product information to the Office of Hydraulic Engineering.

601.12
On page 448, Delete the last two sentences of the section:
Tied Concrete Block Mats are approved by the Office of Hydraulics Engineering. Furnish products according to the Departments Qualified Products List (QPL).

601.13
On page 448, Delete the last two sentences of the section:
Articulating Concrete Block Revetment Systems are approved by the Office of Hydraulic Engineering. Furnish products according to the Departments Qualified Products List (QPL).

601.15
On page 449, under the Unit listed for Articulating Concrete Block Revetment System, Type______, Replace the Cubic Yard (Cubic Meter) measurement with Square Yard (Square Meter).

602.03.E
On page 451, Replace the first paragraph of section E. with the following:
Precast structures for wing walls and headwalls for use with Items 706.05, 706.051, 706.052, and 706.053. Do not use precast footings. The Contractor may provide precast wingwalls or headwalls in lieu of cast-in place walls using the following criteria:

606.04
On page 459, Replace the sixth paragraph with the following:
Repair galvanized surfaces that have been abraded such that the base metal is exposed, including threaded portions of all fittings and fasteners, and cut ends of bolts as specified by ASTM A 780 except the Department will not allow aerosol spray applications of paints containing zinc dust.

610.02
On page 471, Revise the Title of the section and the first sentence as follows:
610.02 Approval by the Department. Submit to the Department for acceptance, 30 days before the work is to begin, shop drawings of the units to be furnished.

610.04.A
On page 472, after 4th paragraph, Add the sentence:
All openings to be filled with nonshrink mortar per 705.22 including all lifting device voids

611.02.A
On page 475, Add the following material:
Glass-fiber-reinforced polymer mortar pipe..........................707.75

611.02.A
On page 475, Replace the references “707.05 or 707.07” with the following:
707.05 Type B or 707.07 Type B

611.02.A
On page 475, Add the following materials after “Corrugated steel box culverts”:
Polymer Precoated, Galvanized Steel Conduits with precoated galvanized smooth interior liner......707.18
Aluminum coated Steel Conduits with precoated galvanized smooth steel interior liner.....707.19
Galvanized Coated Steel Conduits with precoated galvanized smooth steel interior liner...707.20

611.02.B
On page 475, Delete the following material:
Mortar lined corrugated steel pipe.....707.11

611.02.B
On page 475, in section 611.02 B., Add the following materials after “Bituminous lined corrugated steel pipe”:
Polymer Precoated, Galvanized Steel Conduits with precoated galvanized smooth interior liner…707.18
Aluminum coated Steel Conduits with precoated galvanized smooth steel interior liner…707.19
Galvanized Coated Steel Conduits with precoated galvanized smooth steel interior liner…707.20

611.02.B
On page 476, Add the following material:
Glass-fiber-reinforced polymer mortar pipe………………………….707.75

611.02.B
On page 475, Remove the following material:
ABS sewer pipe……………………………………………………….707.52

611.02.C
On page 476, Add the following material:
Glass-fiber-reinforced polymer mortar pipe………………………….707.75

611.02.C
On page 476, Remove the following material:
ABS sewer pipe……………………………………………………….707.52

611.02.C
On page 476, Delete the following material:
Mortar lined corrugated steel pipe…..707.11

611.02.C
On page 476, Add the following materials after “Bituminous lined corrugated steel pipe”:
Polymer Precoated, Galvanized Steel Conduits with precoated galvanized smooth interior liner…707.18
Aluminum coated Steel Conduits with precoated galvanized smooth steel interior liner…707.19
Galvanized Coated Steel Conduits with precoated galvanized smooth steel interior liner…707.20

611.02.E
On page 477, Remove the following material:
ABS sewer pipe……………………………………………………….707.52

611.02.H
On page 478, Replace the entire section with the following:
H. For bedding and backfill, furnish materials conforming to:
Bedding……………………………………………………..613, 703.11
Structural Backfill……………………………………………………613, 703.11
Final Backfill:
Granular Structural Backfill…………………………..703.11
Granular Embankment Material Types A, B, C and D....
..............................................................................703.16.C[1]
Coarse aggregate........................................ Table 703.01-1
Fine aggregate...........................703.02.A, 703.03, or 703.05.A
..............................................................................703.17.A
..............................................................................703.17.A
Low Strength Mortar Backfill (LSM)............................613
[1] Use any type of material defined as suitable materials for embankment construction except for steel slag, PCS and RAP.

611.02.I
On page 478, Replace “Class QC5, QC Misc” with “Class QC 1”.

611.02.J
On page 478, Replace “Class QC1” with “Class QC5, QC Misc”.

611.03
On page 479, in the definition for Bedding Material, Delete the following sentences:

It is placed or shaped to fit the bell and spigot and typically placed or shaped to fit the conduit.
The bedding material may also extend up and around the sides of the conduit or drainage structure.

611.03
On page 479, in the definition for Plastic Conduit, Delete the following reference:
707.31

611.03
On page 480, in the definition for Structural Backfill, Add the following sentence at the end of the paragraph:

For drainage structures, material used to fill the trench from the top of Bedding Material to subgrade in pavement or topsoil in vegetated areas.

611.04.A
On page 480, in the first sentence of the first paragraph, Delete the following reference:
706.13

611.04.B
On page 482, Add the following to the end of the first full paragraph:

Ensure the conduit structural design is performed in accordance to AASHTO LRFD Bridge Design Specifications. Have an Ohio Registered Engineer sign and seal the calculations.

611.06
On page 484, **Add** the following sentences to the end of the second paragraph:

Conduit Manufactures may approve materials listed in 611.02 for Final Backfill for use as Bedding and Structural Backfill for Type F conduits on slopes 3:1 or greater. Conduit Manufacturers may approve materials listed in 611.02 for Final Backfill for use as Structural Backfill for conduit Types D and E and drainage structures not located in pavement. Identify the use of Final Backfill materials proposed for Bedding and Structural Backfill in the Installation Plan and cross-section details.

614.03

On Page 501, **Replace** the second paragraph with the following:

Furnish cones, drums, portable sign supports, Type 3 barricades, portable changeable message signs, arrow boards, and impact attenuators that are pre-qualified according to the Department’s Approved List.

614.03

On Page 502, **Replace** the second paragraph with the following:

Furnish orange drums with reboundable reflective sheeting complying with the requirements of 730.191 and in conformance with the OMUTCD. **Drums of colors other than orange shall not be permitted on the project.** Ensure that owner identification markings on construction drums are no more than 1 inch (25 mm) in character height and are located at least 2 inches (50 mm) below the reflectorized bands or on the top or bottom horizontal surfaces of the drum. Ballast the drums according to the manufacturer’s recommendations.

614.03

On Page 502, **Add** the following sentence after the first sentence of the third paragraph:

Traffic cones of colors other than highly visible orange shall not be permitted on the project.

614.03

On Page 502, **Add** the following paragraph after the fourth paragraph:

Furnish object markers that are a minimum size of 6 x 12 inches and that consists of reflective sheeting adhered to an aluminum or plastic plate.

614.03

On Page 503, **Delete** the third paragraph:

Furnish object markers that are a minimum size of 6 x 12 inches and that consists of reflective sheeting adhered to an aluminum or plastic plate.

614.035

On Page 503, **Replace** the subsection title and first sentence with the following:

**Storage of Equipment, Vehicle and Material on Highway Rights of Way.**

614.04.A

On Page 504, **Replace** the paragraph with the following:

A. Erect a NO EDGE LINES sign in advance of any section of roadway lacking OMUTCD standard edge line markings. Ensure these signs are in place before opening the roadway to traffic. Erect these signs on each entrance ramp, 25 to 200 feet beyond the far shoulder or curb line of
intersecting through roads to warn entering or turning traffic of the conditions, and at least once every 2 miles (3 km) along the roadway. Remove these signs when they no longer apply.

614.11.B.1
On page 507, Replace TABLE 614.11-1 and TABLE 614.11-1M with the following:

<table>
<thead>
<tr>
<th>Type of Pavement Marking</th>
<th>Line Width (inch)</th>
<th>Gallon per Mile of Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Line</td>
<td>4</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>33</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>66</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>132</td>
</tr>
<tr>
<td>10-foot Dashed Line</td>
<td>5.5</td>
<td>8.25</td>
</tr>
<tr>
<td>4-foot Dashed Line</td>
<td>2.2</td>
<td>3.3</td>
</tr>
<tr>
<td>Dotted Line</td>
<td>7.3</td>
<td>10.95</td>
</tr>
<tr>
<td>Arrows, Symbols, and Words</td>
<td></td>
<td>1.4 gallons per 100 square feet</td>
</tr>
<tr>
<td>Glass Beads: 740.09, Type A</td>
<td></td>
<td>15 pounds per 100 square feet</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Pavement Marking</th>
<th>Line Width (mm)</th>
<th>Liter per Kilometer of Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Line</td>
<td>100</td>
<td>52</td>
</tr>
<tr>
<td></td>
<td>150</td>
<td>78</td>
</tr>
<tr>
<td></td>
<td>200</td>
<td>105</td>
</tr>
<tr>
<td></td>
<td>300</td>
<td>157</td>
</tr>
<tr>
<td></td>
<td>600</td>
<td>314</td>
</tr>
<tr>
<td>3.0 m Dashed Line</td>
<td>13</td>
<td>19.5</td>
</tr>
<tr>
<td>1.2 m Dashed Line</td>
<td>5.2</td>
<td>7.8</td>
</tr>
<tr>
<td>Dotted Line</td>
<td>17.3</td>
<td>25.95</td>
</tr>
<tr>
<td>Arrows, Symbols, and Words</td>
<td></td>
<td>0.6 liters per square meter</td>
</tr>
<tr>
<td>Glass Beads: 740.09, Type A</td>
<td></td>
<td>7.3 kg per square meter</td>
</tr>
</tbody>
</table>

614.11.B.2
On page 507, Replace TABLE 614.11-2 with the following:

<table>
<thead>
<tr>
<th>Type of Pavement Marking</th>
<th>Line Width (inch)</th>
<th>Gallon per Mile of Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Line</td>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>12</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td>24</td>
<td>72</td>
</tr>
<tr>
<td>10-foot Dashed Line</td>
<td>3</td>
<td>4.5</td>
</tr>
<tr>
<td>Dotted Line</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>Arrows, Symbols, and Words</td>
<td></td>
<td>0.75 gallons per 100 square feet</td>
</tr>
<tr>
<td>Glass Beads: 740.09, Type A</td>
<td></td>
<td>7.5 pounds per 100 square feet</td>
</tr>
</tbody>
</table>

614.11.B.2
On page 508, Replace TABLE 614.11-2M with the following:
<table>
<thead>
<tr>
<th>Type of Pavement Marking</th>
<th>Line Width (mm)</th>
<th>Liter per Kilometer of Line</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>100</td>
<td>150</td>
</tr>
<tr>
<td>Solid Line</td>
<td>28</td>
<td>42</td>
</tr>
<tr>
<td>3.0 m Dashed Line</td>
<td>7</td>
<td>10.5</td>
</tr>
<tr>
<td>Dotted Line</td>
<td>9.4</td>
<td>14.1</td>
</tr>
<tr>
<td>Arrows, Symbols, and Words</td>
<td></td>
<td>0.3 liters per square meter</td>
</tr>
<tr>
<td>Glass Beads: 740.09, Type A</td>
<td></td>
<td>3.7 kg per square meter</td>
</tr>
</tbody>
</table>

614.11.F.1.a
On page 508, Replace “a.” with the following:

a. **Edge Lines.** Class I edge lines shall match existing edge line in width, 4 or 6 inches (100 or 150 mm).

614.11.F.1.b
On page 508, Replace “b.” with the following:

b. **Lane Lines.** Class I lane lines shall match existing lane line in width, 4 or 6 inches (100 or 150 mm).

614.11.F.1.c
On page 508, Replace “c.” with the following:

c. **Channelizing Lines.** Class I channelizing lines shall match existing channelizing line in width, 8 or 12 inches (200 or 300 mm).

614.11.F.2.b
On page 509, Replace “b.” with the following:

b. **Lane Lines.** Class II lane lines shall be white and shall match existing lane lines in width, 4 or 6 inches (100 or 150 mm), by a minimum of 4 feet (1.2 m) long dashes spaced at a maximum of 40 feet (12.0 m) intervals. Class II Lane Line Markings must be marked with Class I or Class III Markings or final markings within 14 calendar days according to 614.11.H.3.

614.11.F.2.c
On page 509, Replace “c.” with the following:

c. **Gore Markings.** Class II gore markings are continuous, white 24-inch (600 mm) wide lines in a chevron crosshatched pattern placed within the theoretical gore of an exit ramp or diverging roadways. Class II Gore Markings must be marked with Class I or Class III Markings or final markings within 14 calendar days according to 614.11.H.3.

614.11.F.3
On page 509, Replace the section with the following:

3. **Class III Markings (Full Pattern, Low Rate).** Use Class III Markings on surface courses that are expected to receive thermoplastic, spray thermoplastic or epoxy final markings within 30 days. Class III Markings use a lower application rate which reduces the surface preparation needed prior to application...
of thermoplastic, spray thermoplastic or epoxy final markings. If Class III Markings have been applied and weather conditions are expected to prevent thermoplastic, spray thermoplastic or epoxy final markings application for 30 days or more, re-apply Class III Markings (if thermoplastic, spray thermoplastic or epoxy final markings application is expected to occur within 30 days) or apply Class I Markings as necessary to carry the project through the season or over the winter.

Apply Class III work zone markings to the standard dimensions as defined in Item 641 except as follows:

a. **Edge Lines.** Class III edge lines shall **match existing edge line in width, 4 or 6 inches (100 or 150 mm).**

b. **Lane Lines.** Class III lane lines shall **match existing lane line in width, 4 or 6 inches (100 or 150 mm).**

c. **Channelizing Lines.** Class III channelizing lines shall **match the existing channelizing line in width, 8 or 12 inches (200 or 300 mm).**

614.11.G.1.a

On page 509, **Replace** the section with the following:

a. **Removal Methods.** Remove the markings so that less than 5% of the line remains visible. Repair damage to the pavement that results in the removal of more than 1/8 inch of pavement thickness.

   Use sand, shot, or water blasting to remove markings on all asphalt or concrete pavement surfaces.

   Use only sand, shot, or water blasting for removal of all pavement markings in preparation for placing Item 422 Chip Seal or Item 421 Microsurfacing.

   A grinder may only be used to remove markings on temporary pavement or pavement that will be covered or removed prior to project completion (e.g., intermediate asphalt course). When a grinder drum is mounted to a skid steer loader, the drum must be able to accommodate a minimum of 150 teeth.

614.16

On page 517, **Revise** the section as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>614</td>
<td>Lump Sum</td>
<td>Maintaining Traffic</td>
</tr>
<tr>
<td>614</td>
<td>Lump Sum</td>
<td>Detour Signing</td>
</tr>
<tr>
<td>614</td>
<td>Each</td>
<td>Replacement Drum</td>
</tr>
<tr>
<td>614</td>
<td>Each</td>
<td>Replacement Sign</td>
</tr>
<tr>
<td>614</td>
<td>Each</td>
<td>Object Marker, ___ - Way</td>
</tr>
<tr>
<td>614</td>
<td>Each, Mile, Foot (Kilometer, Meter)</td>
<td>Work Zone Pavement Markings</td>
</tr>
<tr>
<td>614</td>
<td>Each</td>
<td>Work Zone Raised Pavement Marker</td>
</tr>
<tr>
<td>614</td>
<td>Sign Month</td>
<td>Portable Changeable Message Sign</td>
</tr>
</tbody>
</table>
614 Each Work Zone Speed Limit Sign
614 Each Work Zone Marking Sign
614 Hour Law Enforcement Officer with Patrol Car
614 Each Barrier Reflector
614 Each Work Zone Crossover Lighting System
614 Each Work Zone Impact Attenuator
614 Mile (Kilometer) Work Zone Lane Line, Class ___, ___*, ___**
614 Mile (Kilometer) Work Zone Center Line, Class ___, ___**
614 Foot (Meter) Work Zone Channelizing Line, Class ___, __*, ___**
614 Mile (Kilometer) Work Zone Edgeline, Class ___, __*, ___**
614 Foot (Meter) Work Zone Gore Marking, Class II, ___**
614 Foot (Meter) Work Zone Stop Line, Class I, ___**
614 Foot (Meter) Work Zone Arrow, Class I, ___**
614 Foot (Meter) Work Zone Crosswalk Line, Class I, ___**
614 Foot (Meter) Work Zone Dotted Line, Class I, ___**
614 Cubic Yard Asphalt Concrete for Maintaining Traffic

*(Width of marking (4” or 6” for Lane Lines and Edgelines; 8” or 12” for Channelizing Lines)).
**Type material (642 paint; 740.06, Type I or Type II; or left blank to allow any of the three.)

625 On page 539, Replace the heading with the following:
625.06 Shop Drawings

625.06 On page 540, Replace the heading with the following:
625.06 Shop Drawings

625.15 On Page 545, Add the following paragraphs after the third paragraph:

Construct the lighting electrical system to provide selective coordination of overcurrent devices per NEC 240.12(1). Overload indications per NEC 240.12(2) are allowed but not required as part of a standard ODOT lighting control system. Provide to the Engineer:

A) individual catalog sheets and device time-current curves and/or tables and

B) combined graphical overlays that document acceptable installed overcurrent device coordination.

Provide this documentation for all installed overcurrent devices, including the service disconnect fuses, the lighting control center branch circuit breakers, and tower circuit breakers/ pole fuses (if present). Tabular data, if used, shall include the following time points as a minimum: 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 10, 100, and 300 seconds and additional points as needed to clearly show the overcurrent device operating characteristics. Include minimum melt time and maximum clearing time for fuses; include minimum and maximum clearing time for circuit breakers. Provide documentation of the utility-installed transformer ANSI fuse link type (e.g., K or T) and fuse rating (if available). Provide documentation of the utility-installed power service size (in kVA).
Provide to the Engineer a compiled list or catalog sheets showing the Short-Circuit Current Rating (SCCR) of all fuses and fuse holders, circuit breakers, switches and contactors, pursuant of the requirements in NEC Article 110.10.

626.04
On page 554, **Replace** the third paragraph with the following paragraphs:

Install guardrail blockout reflectors on top of the blockout or on the side of the blockout away from traffic. Install guardrail blockout reflectors on the top or side of the blockout nearest the edge of pavement. Install the guardrail blockout reflector so that the reflective surface is above the guardrail.

For guardrail blockout reflectors that are installed on top of the blockout, angle the reflective face approximately 5 degrees towards the nearest travel lane.

626.04
On Page 554, **Delete** the eighth paragraph in its entirety.

626.04
On page 554, **Add** the following after the ninth paragraph:
Use one-way and bi-directional barrier reflectors in accordance with the following guidelines:

<table>
<thead>
<tr>
<th>BARRIER REFLECTORS COLOR &amp; DIRECTION</th>
<th>One-Way Reflector</th>
<th>Bi-Directional Reflector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Edge</td>
<td>Right Edge</td>
<td>Left Edge</td>
</tr>
<tr>
<td>Two-Lane, Two-Way</td>
<td>NA</td>
<td>W/W</td>
</tr>
<tr>
<td>Interchange Ramp</td>
<td>Y/R**</td>
<td>W/R</td>
</tr>
<tr>
<td>Multilane Undivided</td>
<td>NA</td>
<td>W/W</td>
</tr>
<tr>
<td>Multilane Divided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multilane Divided with median barrier*</td>
<td>W</td>
<td>Y/Y</td>
</tr>
<tr>
<td>Multilane Divided without median barrier</td>
<td>NA</td>
<td>W</td>
</tr>
</tbody>
</table>

* concrete wall, guardrail or cable rail
** if median concrete wall is present

626.04
On page 555, **Replace** the Mounting Location table with the following:

<table>
<thead>
<tr>
<th>Mounting Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete barrier, retaining walls, bridge rail or bridge parapets</td>
</tr>
<tr>
<td>Type 1</td>
</tr>
</tbody>
</table>

**Guardrail**

| Type 2 | Corrosion Resistant Metal Guardrail Blockout Reflector |
| Type 3 | Acrylic or Polycarbonate Plastic Guardrail Blockout Reflector |
| Type 4 | Spring Loaded Guardrail Blockout Reflector |
| Type 5 | L-Type Guardrail Blockout Reflector |
626.06
On page 555, Replace the entire section with the following:

**626.06 Basis of Payment.** The Department will pay for accepted quantities at the contract prices as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>626</td>
<td>Each</td>
<td>Barrier Reflector, Type ____ , (One-Way or Bi-Directional)</td>
</tr>
</tbody>
</table>

630
On page 555, Replace the heading with the following:

**630.03 Shop Drawings**

630.03
On page 556, Replace the section with the following:

**630.03 Shop Drawings.** Furnish shop drawings according to 625.06. Submit sign support shop drawings that cover all design types such as ground mounted, rigid overhead, span wire mounted, and overpass structure mounted supports. On the drawings, show overall height, sign clearance above foundation, span length, sign locations, sign overall heights and widths, and glare shield height and location, if applicable.

630.04
On page 557, Replace the second paragraph with the following:

Use sign designs according to the OMUTCD and the Sign Designs and Markings Manual. For projects sold before July 14, 2016 use Clearview font or the Standard Alphabets for Traffic Control Devices for positive contrast legends on freeway and expressway guide signs and on all other guide signs when permitted in the Sign Designs and Markings Manual. For projects sold on or after July 14, 2016, use the Standard Alphabets for Traffic Control Devices for positive contrast legends on all guide signs. Do not revise overall sign sizes from what is shown in the plans. The edge space between the border and the text may be adjusted from what is normally used to achieve the sign widths shown. Do not use Clearview font for projects sold on or after July 14, 2016. For negative contrast legends, use the Standard Alphabets for Traffic Control Devices. Use capital legends and upper/lower case legends in accordance with the Sign Designs and Markings Manual. When either is permitted in the Sign Designs and Markings Manual, use upper/lower case legends.

631.02
On page 567, Replace the second paragraph with the following:

Furnish shop drawings according to 625.06

632
On page 572, Replace the heading with the following:

**632.04 Shop Drawings**

632.04
On page 573, Replace the section with the following:

**632.04 Shop Drawings.** Furnish shop drawings according to 625.06
632.09
On page 575, Replace the section with the following:

**632.09 Pedestrian Pushbutton.** Properly orient and install pushbuttons on poles or pedestals. Service pushbuttons mounted on steel poles by wiring inside the poles. Furnish 3/4-inch (19 mm) diameter holes through the back of the housing and the pole wall, install a rubber grommet, and route wiring through until no external wiring is visible. Plug any unused conduit attachment holes. Attach the housing by machine or self-tapping screws in the housing back wall. Service pushbutton mounted on wooden poles through conduit. Furnish flat sheet pedestrian pushbutton signs in accordance with 630.04.

632.29
On page 583, Add the following to the end of the fourth paragraph:

For combination strain poles, the luminaire bracket arm will be a separate item. For combination signal supports, the luminaire bracket arm will be a separate item.

633
On page 585, Replace the heading with the following:

**633.04 Shop Drawings**

633.04
On page 586, Replace the section with the following:

**632.04 Shop Drawings.** Furnish shop drawings according to 625.06

633.08
On Page 588, Replace the first sentence in the sixth paragraph with the following:

Provide a riser with each ground mounted cabinet unless it is a NEMA Size 7 cabinet.

633.14
On Page 589, Replace the section with the following:

**633.14 Centrally Controlled Arterial Traffic Signal System.** Install this construction item on signal systems with a minimum of fifty (50) networked signalized intersections in jurisdictions who employ dedicated engineering and/or traffic signal operations staff. Install, test, and operate the station, consisting of computer equipment, communications equipment, and central control software, in one or more locations in the maintaining agency’s facilities as shown in the plans. The maintaining agency shall furnish communications at these stations.

633.19
On page 590, Replace the fourth sentence of the third paragraph with the following:

The Department will measure Cabinet, Type ___, Furnish Only by the number of each complete prewired cabinet, and will include pole mounting hardware, riser and anchor bolts, but will exclude installation, controller unit, and detector units.

633.19
On page 591, Replace, the first paragraph with the following:
The Department will measure Centrally Controlled Arterial Traffic Signal System by the number of each location shown on the plans, and will include all equipment, testing, and software.

633.20
On page 591, Add the following item to the pay item table:
633 Each Centrally Controlled Arterial Traffic Signal System

On page 591, Delete the following item from the pay item table,
633 Each Remote Monitoring Station

638.02
On page 593, in section 638.02 Materials, Pipe, joints and fittings, Add the following material:
Glass-fiber-reinforced polymer mortar pipe and fittings..................748.04

641.02
On page 603, Delete the second paragraph in its entirety.

641.02
On page 603, Replace the third paragraph with the following:
Any materials delivered without a TE-24 when applicable and applied without Laboratory preapproval shall be removed. Laboratory tested materials not meeting specifications shall be removed from the project site.

641.02
On page 603, Replace in the fourth paragraph the following:
MSDS with SDS

648.05
On page 628, Replace the fifth complete paragraph with the following:
If the deficiency of spray thermoplastic marking material or glass beads is 20 percent or more, the Department will consider the work unsatisfactory. In addition, the Engineer will consider as unsatisfactory materials applied outside the temperature or application requirements in 648.05 without written approval of the Engineer. Replace or reapply spray thermoplastic markings and glass beads in all sections determined to be unsatisfactory as determined by the Engineer.

659.09
On page 644, in TABLE 659.09-1, Delete the following seed type in the Class 7 seed mix for Temporary Erosion Control Mixture:
Fawn Tall Fescue (Festuca arundinacea) 3.0 lb/1000 ft^2 and 14.64 kg/1000 m^2

701.00
On page 690, Replace the heading with the following:
701 CEMENTITIOUS MATERIALS AND CARBONATE MICRO-FINES

701.00

On page 690, Replace the first paragraph with the following:

701.00 **Acceptance.** Provide cements meeting 701.01, 701.02, 701.04, 701.05, 701.07 and 701.09 and certified according to Supplement 1028; fly ash meeting 701.13 and certified according to Supplement 1026; ground, granulated blast furnace slag meeting 701.11 and certified according to Supplement 1034; and micro silica meeting 701.10 and certified according to Supplement 1045; carbonate micro-fines meeting 701.14 and certified according to Supplement 1016, without prior sampling, testing and approval by the Department. Lists for certified cement, fly ash, GGBFS and micro silica sources are maintained by the Laboratory.

701.14

On page 691, Add the following:

701.14 **Carbonate Micro-Fines for use in Portland Cement Concrete.** Provide carbonate micro-fines (CMF) according to ASTM C1797, except modify Type C according to the properties shown in Table 701.14-1 below:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Type C</th>
</tr>
</thead>
<tbody>
<tr>
<td>MgCO₃, %</td>
<td>≥43</td>
</tr>
<tr>
<td>Sum of CaCO₃ + Mg CO₃, % by mass</td>
<td>≥ 98</td>
</tr>
<tr>
<td>Methylene blue value (mg/g)</td>
<td>≤ 3</td>
</tr>
<tr>
<td>Particle size distribution,</td>
<td>minimum % passing</td>
</tr>
<tr>
<td>850 µm (No. 20) sieve</td>
<td>100</td>
</tr>
<tr>
<td>300 µm (No. 50) sieve</td>
<td>80-100</td>
</tr>
<tr>
<td>150 µm (No. 100) sieve</td>
<td></td>
</tr>
<tr>
<td>75 µm (No. 200) sieve</td>
<td>10-90</td>
</tr>
<tr>
<td>45 µm (No. 325) sieve</td>
<td>5-70</td>
</tr>
</tbody>
</table>

702.01

On page 693, in subsection 5.3, Replace the last sentence with the following:

Limit approved previously used materials to 5.0 percent by PG Binder weight maximum and provide a written certification to OMM stating the exact percent used, the source, and any brand or
trade names. Approved previously used materials are only allowed to be used to produce PG 58-28 and PG 64-28 and suppliers must get recertified per Supplement 1032 for these PG grades.

**702.01**

On page 694, **Replace** Table 702.01-1 with the following:

**Table 702.01-1**

<table>
<thead>
<tr>
<th>Test / Requirement</th>
<th>SBR Polymer</th>
<th>Pre Blended Binder</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final PG Binder Grade</td>
<td>70-22M (a, b)</td>
<td>64-28 (b)</td>
<td>64-28 (a)</td>
</tr>
<tr>
<td>Actual Pass Temperatures</td>
<td>Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RTFO Mass Change, percent max</td>
<td>0.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase Angle, max</td>
<td>78</td>
<td>78</td>
<td>74</td>
</tr>
<tr>
<td>Elastic Recovery, min</td>
<td>65</td>
<td>75</td>
<td>90</td>
</tr>
<tr>
<td>Toughness, in. lb</td>
<td>125</td>
<td>105</td>
<td></td>
</tr>
<tr>
<td>Tenacity, in lb.</td>
<td>70</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>Elongation, in. min</td>
<td>20</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Ductility, in. min</td>
<td>28</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>Separation, F max</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homogeneity</td>
<td>None Visible</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. Pre-blended Binder. Use a base neat asphalt binder that is a -22 grade for 70-22M and 76-22M. Use a base neat asphalt binder that is a -28 grade for 64-28. 64-28 can be neat, PPA modified or modified with SB, SBS or Elvaloy. 64-28 PPA only modified does not have to meet the phase angle or elastic recovery requirements. Ensure SB, SBS or Elvaloy modified 64-28 meets all requirements listed.

b. Post-blended Binder made from neat Supplement 1032 certified or preapproved standard PG Binder grade and SBR solids amount equal to or above 3.5 percent by weight of total binder to achieve the PG Binder grade. Ensure all listed properties are met.

c. Without Direct Tension, graded with actual pass temperatures

d. PG Modified Binder

e. AASHTO T301, 10cm @ 77 °F (25 ºC), hold 5 min. before cutting, on RTFO material for SB, SBS, and Elvaloy. Note elongation after one hour to the nearest 0.01 cm and report elastic recovery to nearest 0.1%.

f. ASTM D 5801, 50cm/min @ 77 °F (25 ºC)

g. Condition samples according to ASTM D 7173. Conduct softening point difference of top and bottom of tube per AASHTO T53. Compatibility of polymer and neat binder is sole responsibility of supplier. Formulate PG Modified Binder to retain dispersion for 3 days minimum.
h. Heat a minimum 400 gram sample at 350 °F (177 °C) for 2.5-3 hours. Pour entire sample over a hot No. 50 (300 µm) sieve at 340 °F (171 °C). Look for retained polymer lumps.

i. Actual high and low temperature achieved by PG Modified Binder beyond required grade, but will not grade out to the next standard PG Binder grade for low temperature.

j. AASHTO T51, @ 39 °F (4 °C), 1 cm/min

k. SB, SBS, Elvaloy or Supplemental Specification 887 GTR

l. SB, SBS, Elvaloy

m. The requirements of 3.0 Pa*s maximum for the rotational viscosity for 88-22M may be waived at the discretion of the Department if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at or below the temperature requirements in Table 702.00-1. Do not exceed 10.0 Pa*s rotational viscosity using the #27 spindle at time of shipment.

702.08

On page 697, Replace the last paragraph with the following:

Provide Certified Test Data to the Engineer for each shipment of material.

703.17

On page 717, Replace the first paragraph with the following:

703.17 Aggregate Materials for 304. Furnish aggregate that is CCS, crushed gravel, crushed ACBFS, or steel slag.

705.03

On page 723, Revise the section as follows:

Furnish preformed fillers according to either AASHTO M 153 or AASHTO M 213, with the following modification:

5.7 For materials manufactured as described in 4.1.1 and 4.1.2, ensure that the producer certifies to the Engineer that the asphalt content is at least 35 percent by weight of the filler.

Or furnish semi-rigid closed-cell polypropylene foam preformed fillers according to the following:

1. Water Absorption < 1.0% ASTM D 545 or AASHTO T 42
2. Compression Recovery > 80% ASTM D 545 or AASHTO T 42
3. Extrusion < 0.1 inch ASTM D 545 or AASHTO T 42
4. Density > 3.5 lb/cu.ft. ASTM D 545 or AASHTO T 42
5. Heat Resistance 392 F +/- 5F ASTM D 5249

Furnish materials according to the Department’s (QPL).

706.05

On page 746, Add the section after section 6.2.2:

6.2.4.9 Provide Carbonate Micro-Fines according to 701.14 and Table 499.03-2.

706.051
On page 748, Add the section after section 6.2.2:
6.2.4.9 Provide Carbonate Micro-Fines according to 701.14 and Table 499.03-2.

706.051
On page 749, Replace section 9.1 with the following:

9.1 Ensure that the aggregate, cement, and water are manufactured in conformance with 499.06, and 499.07.

Ensure that the temperature requirements of 511.08 and 511.15 are met.

Ensure that the proportion of cementitious and carbonate micro-fines material is not less than 564 pounds per cubic yard (335 kg/m\(^3\)) of concrete.

If used, add the corrosion inhibitor as an aqueous solution. Consider the water in the solution as mixing water for the purpose of determining the w/c ratio of concrete.

706.051
On page 750, Delete section 10.3.3.2.

706.052
On page 752, Add the following after section 6.2.2:

6.2.4.9 Provide carbonate micro-fines according to 701.14 and Table 499.03-2.

706.052
On page 753, Replace section 9.1 with the following:

9.1 Ensure that the aggregate, cement, and water are manufactured according to 499.06, and 499.07.

Ensure that the temperature requirements of 511.08 and 511.15 are met.

Ensure that the proportion of cementitious and carbonate micro-fines material is not less than 564 pounds per cubic yard (335 kg/m\(^3\)) of concrete.

If used, add the corrosion inhibitor as an aqueous solution. Consider the water in the solution as mixing water for the purpose of determining the water-cement ratio of concrete.

706.052
On page 754, Delete section 9.2.3.

706.052
On page 754, Delete section 10.3.3.2.

706.053
On page 756, Replace section 6.2.2 with the following:

6.2.2 Provide fly ash conforming to 701.13.
On page 756, Add the following after the section 6.2.2:

6.2.4.9 Provide carbonate micro-fines according to 701.14 and Table 499.03-2.

On page 757 Replace section 9.1 with the following:

9.1 Ensure that the aggregate, cement, and water are manufactured according to 499.06, and 499.07.

Ensure that the temperature requirements of 511.08 and 511.15 are met.

Ensure that the proportion of cementitious and carbonate micro-fines material is not less than 564 pounds per cubic yard (335 kg/m³) of concrete.

If used, add the corrosion inhibitor as an aqueous solution. Consider the water in the solution as mixing water for the purpose of determining the water-cement ratio of concrete.

On page 758, Delete section 9.2.3.

On page 762, Replace the last paragraph with the following:

Ensure structures that have a span of 10 feet or greater and are located under the traveled way, including the treated shoulder width, are designed in accordance with the AASHTO LRFD Bridge Design Specifications. Have competent individuals prepare and check the shop drawings. Provide a cover sheet containing the preparer(s) and checker(s): First Name, Last Name, Initials and Content Responsibility. Preparer(s) and checker(s) shall initial each sheet for their content responsibility. The preparer(s) and checker(s) shall not be the same individual. Have an Ohio Registered Engineer review, approve, sign, seal and date the shop drawing cover sheet or submittal letter according to ORC 4733 and OAC 4733-35. Provide a load rating report in accordance with the ODOT Bridge Design Manual.

On page 767, Delete the entire section.

On page 778, Delete section 707.52. ABS Sewer Pipe.

On page 778, Replace the term “storm sewer pipe” with the term “drainage pipe”.

On page 778, Add the following new section after section 707.70 Welded and Seamless Steel Pipe.:

707.75 Glass-Fiber-Reinforced Polymer Mortar Pipe. Provide Glass-fiber-reinforced polymer mortar pipe and fittings for non-pressure applications according to ASTM D 3262 and for pressure applications according to ASTM D 3754 with the following modifications:

4.1 Provide a minimum pipe stiffness of 18 psi.

7.2 Furnish certified test data as defined in 101.03 to the Engineer.
708.02.B.1
On page 780, Revise the Pot life section of the Physical Requirements table as follows:

**Pot life.** Follow the paint manufacturers recommendations for applying the coating within the pot life specified with no evidence of gellation. The coating will be in a free-flowing condition and easily sprayed.

708.02.C.1.d
On page 780, Revise the Pot life section as follows:

d. Pot life. Follow the paint manufacturers recommendations for applying the coating within the pot life specified with no evidence of gellation. The coating will be in a free-flowing condition and easily sprayed.

708.02.C.1.e
On page 781, Revise the Curing time section as follows:

e. Curing time.

1) Set-to-touch, ASTM D 1640. 4 hours, maximum at 77 °F (25 °C).
2) Dry-to-recoat, ASTM D 1640. 24 hours, maximum at 77 °F (25 °C).

708.02.D.1.d
On page 781, Revise the Pot life section as follows:

d. Pot life. Follow the paint manufacturers recommendations for applying the coating within the pot life specified with no evidence of gellation. The coating will be in a free-flowing condition and easily sprayed.

709.07
On page 784, Add the new section 709.07 as follows:

**709.07 Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing.** Provide grade 60 carbon steel round tubing with a minimum 60 ksi (414 MPa) yield strength according to ASTM A 513/A 513M, with the following modifications:

14.1 Galvanize both the interior and exterior of the tubing with a minimum thickness of 0.30 oz/ft² (91.5 g/m²) zinc. If welded tubing is used, re-metallize the outside weld with zinc.

Furnish certified material according to Supplement 1068.

711.03
On page 793, Replace the section with the following:

**711.03 Steel for Piling.** Furnish steel for H-piling conforming to ASTM A 572 Grade 50 / A 572M Grade 345. Furnish steel for sheet piling according to ASTM A 328/A 328M. Furnish steel for cast-in-place reinforced concrete piles conforming to ASTM A 252, Grade 2 or 3.

712.06.A
On page 802, Replace the last two sentences in the section with:
Ensure that the treatment of structural timber, lumber, piling, posts, and braces conform to the current AWPA standards or AASHTO M-133, and this subsection.

712.06.B
On page 802, Replace the section with:

**B. Materials.** Furnish timber preservatives according to AASHTO M 133 and current AWPA standards.

712.06.H
On page 802, Add the following section after section G

**H. Sawn Wood Sign Posts.** A sawn wood post must adhere to AASHTO M 168: Wood Products standards, and be the allowable grade and species for the sizes shown in the following table:

<table>
<thead>
<tr>
<th>Nominal post size</th>
<th>Allowable grade and species</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 by 4 inches</td>
<td>No. 1 structural light framing Douglas fir, free of heart center</td>
</tr>
<tr>
<td></td>
<td>No. 1 structural light framing Hem-Fir, free of heart center</td>
</tr>
<tr>
<td></td>
<td>No. 1 structural light framing Southern Yellow pine</td>
</tr>
<tr>
<td>4 by 6 inches</td>
<td>No. 2 structural joists and planks Douglas fir, free of heart center</td>
</tr>
<tr>
<td></td>
<td>No. 1 structural joists and planks Hem-Fir, free of heart center</td>
</tr>
<tr>
<td></td>
<td>No. 1 structural joists and planks Southern Yellow pine</td>
</tr>
<tr>
<td>Greater than 4 by 6 inches</td>
<td>No. 1 posts and timbers, also known as No. 1 structural Douglas fir, free of heart center</td>
</tr>
<tr>
<td></td>
<td>Select structural Hem-Fir, free of heart center</td>
</tr>
<tr>
<td></td>
<td>No. 1 timbers Southern Yellow pine</td>
</tr>
</tbody>
</table>

*Sizes shown are nominal dressed sizes
The sweep must not exceed .08 foot in 10 feet.
Sawn wood sign posts must be graded per the following:
Southern Pine Inspection Bureau (SPIB) Standard Grading Rules
Western Wood Products Association (WWPA) Standard Grading Rules
West Coast Lumber Inspection Bureau (WCLIB) Standard Grading Rules
Posts must be treated per current AASHTO M 133: Preservatives and Pressure Treatment Processes for Timber standards.
Douglas fir and Hem-Fir posts must be incised prior to treatment.
Inspection shall be in accordance with AWPA M2.
Quality control shall be in accordance with AWPA M3.
Care of the posts shall be in accordance with AWPA M4.

725.11.B
On Page 814, Delete the following from the specification:
Furnish metal halide lamps that are first line, high quality lamps having heat resistant clear glass envelopes with a quartz arc tube interior with horizontal initial lumens and approximate hours of life not less than the values shown in TABLE 725.11-3.

**TABLE 725.11-3**

<table>
<thead>
<tr>
<th>ANSI</th>
<th>WATTS</th>
<th>Horizontal Lumens Initial</th>
<th>Economic Life Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>M57</td>
<td>175</td>
<td>14,000</td>
<td>4,000</td>
</tr>
<tr>
<td>M58</td>
<td>250</td>
<td>18,000</td>
<td>4,000</td>
</tr>
<tr>
<td>M59</td>
<td>400</td>
<td>32,000</td>
<td>10,000</td>
</tr>
<tr>
<td>M47</td>
<td>1,000</td>
<td>95,000</td>
<td>7,500</td>
</tr>
</tbody>
</table>

Furnish metal halide lamps that produce a minimum of 65 percent of the initial lumen output at the end of economic life.

Furnish low pressure sodium lamps that are first line, high quality lamps having heat resistant clear glass envelopes with a quartz arc tube interior with horizontal initial lumens and approximate hours of life not less than the values shown in TABLE 725.11-4.

**TABLE 725.11-4**

<table>
<thead>
<tr>
<th>WATTS</th>
<th>Lumens Initial</th>
<th>Economic Life Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>4,000</td>
<td>16,000</td>
</tr>
<tr>
<td>55</td>
<td>8,000</td>
<td>16,000</td>
</tr>
<tr>
<td>90</td>
<td>13,500</td>
<td>16,000</td>
</tr>
<tr>
<td>135</td>
<td>22,500</td>
<td>16,000</td>
</tr>
<tr>
<td>180</td>
<td>33,000</td>
<td>16,000</td>
</tr>
</tbody>
</table>

725.11.F
On page 817, **Replace** the third complete paragraph with the following:
For mounting on concrete, use adhesive-grip anchors designed to be set into a drilled hole half-filled with material meeting 705.20, with a minimum hole depth of 1-3/4 inches.

725.16
On Page 819, **Replace** the third sentence of the first paragraph with the following:
Ensure that the rod is of solid construction and is either stainless steel jacketed steel or copper clad steel and UL Listed.

725.19.F
On page 820, **Replace** the first and second paragraphs with the following:

**F. Switchgear Enclosure.** Ensure that components are mounted on a removable back panel of 14 gage or heavier stainless steel rather than directly on the back wall of the enclosure and that the back panel mountings do not penetrate the walls of the enclosure. Provide a welded grounding stud on the enclosure interior.

Ensure that a neutral terminal bar of adequate ampere rating and with holes in number and of size to terminate each conductor separately is provided in each enclosure where neutral conductors are to be terminated. Ensure that an equipment grounding conductor terminal bar of adequate ampere rating and with holes in number and of size to terminate each conductor separately is provided in each enclosure where grounding conductors are to be terminated. When there is no code or utility company
prohibition, a combination neutral and equipment grounding conductor bar may be furnished. Attach the grounding electrode conductor to the grounding stud. Provide a bonding jumper from the equipment grounding bar to the grounding stud.

725.19.H
On page 821, Replace the first paragraph with the following:

H. Customer Service Pole. Furnish a wood pole that complies with Supplement 1072. Ensure that the pole and any cross arms or pole key is Southern Pine or Western Red Cedar, full length, pressure treated in compliance with specifications of the American Wood Protection Association or AASHTO M-133. Ensure that the pole is 35 feet (10.5 m) minimum in length and Class 4 or heavier and conforming to ANSI 05.1 Specifications and Dimensions for wood poles. Ensure that the pole is reasonably straight without pronounced sweep or short crooks.

725.19.I
On page 821, Add the following section after section H:

I. Circuit Breakers. Ensure that circuit breaker assemblies for lighting control circuits are 100% rated for continuous (over 3 hours) operation by the manufacturer and labeled so, with a pre-defined minimum enclosure size, and housed in an enclosure sufficient to achieve the 100% rating.

725.21.A
On page 824, in the third full paragraph after the words “aluminum door”, Add the following:

, bolted, or (if specified)

725.21.B.9
On page 828, Delete the phrase: “at least 2 inches (50mm) beyond the threads.”

726.01
On page 828, Replace the entire section with the following:

726.01 Barrier Reflectors. Furnish concrete barrier, retaining wall, bridge parapet, bridge rail or guardrail blockout reflector body housings of the following Type:

Type 1, Barrier Reflector. Furnish concrete barrier, retaining wall, bridge parapet, or bridge rail reflector body housings that are made of acrylic or polycarbonate plastic. Ensure that the minimum reflective surface area of the reflector is 7 square inches (4400 mm²).

Furnish white reflectors that reflect the following minimum candela of light at the indicated observation angles for each 1 foot-candle (10.76 lx) of incident light at the indicated entrance angles. Furnish amber reflectors that reflect at least 60 percent of these values.

<table>
<thead>
<tr>
<th>Entrance angle</th>
<th>Observation Angle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.2°</td>
</tr>
<tr>
<td>-4°</td>
<td>62</td>
</tr>
<tr>
<td>15°</td>
<td>52</td>
</tr>
</tbody>
</table>
The entrance angle is measured in the horizontal plane between the direction of incident light and normal to the face of the reflector. The observation angle is measured in the vertical plane between the observer’s line of sight and the direction of light incident to the reflector face.

**Type 2, Barrier Reflector.** Furnish corrosion resistant metal guardrail blockout reflectors that are a minimum size of 4.5 × 10 × 0.125 inches (112.5 × 250 × 3.1 mm) with 1/4” (6 mm) predrilled mounting holes. One or both sides shall be covered with a minimum 4.5 × 5 inches (112.5 × 125 mm) of Type G, H or J reflective sheeting.

**Type 3, Barrier Reflector.** Furnish acrylic or polycarbonate plastic guardrail blockout reflector housings with 1/4” (6 mm) predrilled mounting holes. Products shall be structurally reinforced to withstand the force of thrown plowed snow. New products will be tested by the Department for a minimum of one winter season before approval. One or both sides shall be covered with a minimum 4.5 × 5 inches (112.5 × 125 mm) of Type G, H or J reflective sheeting.

**Type 4, Barrier Reflector.** Furnish spring loaded guardrail blockout reflector (reflector plate, holding arm and holding plate) made of plastic with UV protection.

The reflector plate shall have a minimum size of 5.33 x 6.33 x 0.150 inches. One or both sides of the reflector plate shall be covered with a minimum 5.0 x 6.0 inches of Type G, H or J reflective sheeting.

The total height of the Spring Loaded Guardrail Blockout Reflector shall be 26.00 inches, which includes the reflector plate, holding arm and holding plate.

The holding plate shall have 2 predrilled holes for 5/11x 1 1/14 inch long leg screw.

The spring shall be made of 0.135 phos-music wire conform to ASTM-A228-07 standard specification requirements.

**Type 5, Barrier Reflector.** Furnish L-type guardrail blockout reflector 6.50”x11.38” (reflective and mounting plate) made of durable, flexible high density polyethylene (HDPE) plastic with UV protection.

The reflective plate shall have a minimum size of 6.50”x4.25” inches. One or both side of the reflective plate shall be covered with a minimum of 26.0 square inches Type G, H or J reflective sheeting.

The mounting plate shall have two (2) 1/2” (12.7 mm) predrilled mounting holes.

Furnish materials according to the Department’s QPL.

**730.01**

On page 829, **Replace** the section with the following:

**730.01 Steel Tube and Pipe.** Furnish steel tube and pipe according to ASTM A 53, Grade B, ASTM A 500 Grade B, or ASTM A 501, except provide tubing for truss and end frame diagonals according to 711.01.

**730.017**

On page 830, **Replace** the section with the following:

**730.017 Wooden Box Beams.** Furnish wooden box beams fabricated from 1/10 or 1/8 inch (2.54 or 3.18 mm) thick laminated veneers with the grain oriented parallel to the length of the finished beam and the veneers glued together in a continuous process with lap or scarf joints connecting successive veneers in each layer staggered throughout the thickness of the beam. A 45 degree miter shall be used for the corner joints. The adhesive used shall be a phenol-formaldehyde which conforms to ASTM D 2559. The beams shall be pressure treated with a preservative meeting AWPA Standard U1, Commodity Specification F: Composite Materials.
730.19
On page 832, Replace the first paragraph of 730.19 with the following:
Furnish Type G reflective sheeting of microprismatic construction according to Supplement 1049, and according to ASTM D 4956, Type IV, including supplemental requirement S1. Do not furnish material of glass bead construction.

732.06
On page 842, Replace the second Paragraph with the following:
Ensure that the design of the pushbutton and its associated contacts and housing are sturdy and resistant to mechanical shocks and abuse. Ensure that a concentrated force of 50 pounds (225 N) applied to the button or any exposed portion does not damage the unit or misadjusts the contacts. Furnish a housing with a curved back surface for mounting on poles of various diameters. Integrate the curved surface with the housing or supply an adapter with a flat back type housing. Attach the cover assembly to the housing by stainless steel machine screws, resulting in a weatherproof and shockproof assembly. Furnish a hole threaded for a 1/2-inch (13 mm) pipe in the housing for conduit attachment purposes. Furnish housing with manufacturer applied external surfaces of yellow Color 13655, FEDERAL STANDARD 595, unless specified otherwise in the Plans.

732.06
On page 842, Remove the fourth Paragraph in its entirety.

732.11
On page 844, Replace the sixth paragraph with the following:
Use steel anchor bolts conforming to ASTM F1554, Grade 105 and galvanized according to 711.02. Ensure that ends have a steel plate as shown on the plans.

732.21
On page 847, in the first paragraph, second sentence, Delete the phrase “(or circuit breaker)”

733.10
On page 882, Add the following section after the last paragraph on the page:
733.10 Centrally Controlled Arterial Traffic Signal System. Furnish materials according to the Department’s Traffic Authorized Products (TAP) List.

740.02
On page 883, Replace the fifth paragraph with the following:
Ensure that Type 1 and Type 1A conforms to the following requirements;

740.05
On page 887, Delete the following sentence from the sixth paragraph:
Use Materials certified according to Supplement 1089.

740.08
On page 889, Replace the second paragraph with the following:
Prequalify materials according to Supplement 1047. Furnish materials according to the Departments’ Approved List.

740.09.D

On page 890, Replace the third paragraph with the following:

Ensure that the glass beads have the following gradation when tested according to Supplement 1008.

748.04

On page 893, Add the following new section after section 748.03 Polyethylene (PE) Service Branches and Fittings.:

748.04 Glass-Fiber-Reinforced Polymer Mortar Pipe (RPMP), Joints, and Fittings. Furnish RPMP conforming to ASTM D 3517 or AWWA C 950. Design of underground and above ground glass-fiber-reinforced polymer mortar pipe and fittings shall meet design requirements of AWWA M 45: Fiberglass Pipe Design Manual.

Furnish double-bell push-on type fiberglass joints conforming to ASTM D 4161 and with a rubber gasket conforming to ASTM F 477. Furnish restrained joints and fittings conforming to ASTM D 3517 or AWWA C 950.

Provide a minimum pipe stiffness of 18 psi.
Furnish certified test data as defined in 101.03 to the Engineer.
CITY OF CANTON ENGINEERS OFFICE
CHRIS BARNES
2436 30TH ST NE
CANTON OH 44705

RE: Approval for coverage under Ohio EPA General Permit OHC000003

STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY.

Dear Applicant:

The Ohio Environmental Protection Agency has received a Notice of Intent (NOI) for coverage under the above referenced general permit for:

Facility Name: NE CANTON INDUSTRIAL PARK-GENERAL PROJECT 1148
Facility Street / Location: OFF GEORGETOWN ST NE (EAST OF INTERSECTION GEORGET
County: Stark
City(ies) and Township(s): CANTON; CANTON
Ohio EPA Facility Permit Number: 3GC06179*AG

This site/facility is approved for coverage under the above referenced Ohio EPA construction general permit (CGP). Please use your Ohio EPA facility permit number in all future correspondences. Please familiarize yourself with your permit. The permit contains requirements and prohibitions with which you must comply. Coverage remains in effect until a renewal general permit is issued and Ohio EPA has contacted you in writing instructing you to request continuing permit coverage.

Be aware that if more than one operator, as defined in the permit, will be engaged at a site, each operator shall seek coverage under the general permit. One operator shall submit an NOI and the additional operator(s) shall submit a Co-permittee NOI. Co-Permittees are covered under the same facility permit number. There is no fee associated with the Co-permittee NOI form.

Please be aware that this letter only authorizes discharges in accordance with the above referenced Storm Water Construction General Permit. The placement of fill into regulated waters of the state may require a 401 Water Quality Certification and/or Isolated Wetlands Permit from Ohio EPA. For further information on the 401/Isolated Wetlands Program please contact Mr. Jeff Boyles at (614) 644-2012 or at Jeffrey.Boyles@epa.state.oh.us. Also a Permit-To-Install (PTI) is required for the construction of sanitary or industrial wastewater collection, conveyance, storage, treatment, or disposal facility; unless a specific exemption by rule exists. For more information on the PTI Program please contact the appropriate Division of Surface Water district office (the district within which the project is to be constructed) staff. Failure to obtain the required permits in advance is a violation of Ohio Revise Code 6111 and potentially subjects you to enforcement and civil penalties.
You may obtain additional information, copies of general permits and current forms/instructions from our web site at:  http://www.epa.ohio.gov/dsw/storm/stormform.aspx

If you have any further questions, you should contact one of the following:
OHC000003 (Statewide CGP)
Mike Joseph (614) 752-0782   michael.joseph@epa.state.oh.us

OHCD000001 (Big Darby CGP) and OHCO000001 (Olentangy Permit)
Jason Fyffe (614) 728-1793   jason.fyffe@epa.state.oh.us

Or by calling (614) 644-2001 and asking to speak with a member of the Storm Water Unit

Sincerely,

[Signature]
Scott J. Nally
Director

CC:   D BOGOEVSKI
Who must file a Co-Permittee NOI form?

The Co-Permittee Notice of Intent (NOI) application form is used by other operators identified by the initial permittee to request shared coverage under the NPDES construction storm water general permit (CGP). As defined in Part VII.O of the CGP, an “operator” is any party that has operational control over construction plans and specifications or has day-to-day operational control of those activities at a project which are necessary to ensure compliance with the storm water pollution prevention plan (SWPPP) for the site covered by the CGP. The applicant must certify their intention to comply with the CGP when submitting the completed Co-Permittee NOI. There is no fee for this application form. The application must be submitted to the following address:

Ohio Environmental Protection Agency
Division of Surface Water
General Permit Program
P.O. Box 1049
Columbus, OH 43216-1049

Completing the Form

All responses must be typewritten or printed legibly in the appropriate areas only. Please place each character slightly above the appropriate line on the Co-Permittee NOI application form. If necessary, abbreviate to stay within the space allowed for each item. Use only one space for breaks between words. If the requested information does not apply to your facility, leave it blank. Do not include any symbols or punctuation marks unless otherwise noted in these instructions.

Section I - Applicant Information/Mailing Address

Company Name: Fill in the legal name of the firm, person, public organization, or other entity (other than the original NOI applicant) that operates the facility or site described in this application. The name of the operator may or may not be the same as the facility. The company name is the name of the responsible party that is the legal entity that controls the facility's operation rather than the plant or site manager. Do not use a colloquial name.

Mailing Address: Enter the complete mailing address: including street address, city, state, and zip code. The permit and any correspondence will be mailed to this address.

Contact Person: Give the name of a contact person who is responsible for addressing NPDES requirements.

Phone and Fax: Provide the contact person’s phone and fax numbers: area code exchange numbers.

E-Mail Address: Enter the contact person’s e-mail address, if available.

Section II - Facility/Site Location Information

Existing Ohio EPA Facility General Permit Number: Enter the facility permit number provided to the initial applicant (permittee) for the facility where you act as an operator. The facility general permit number is stated on the permit coverage approval letter sent to the initial applicant and signed by the director of Ohio EPA.

Initial Permittee Name: Enter the name of the initial applicant (permittee) whom already obtained coverage for the facility under general permit OHC000002 or OHR00000.

Facility/Site Name: Enter the facility or site's official or legal name. The facility/site is the location of the operation and discharge to be covered by the general permit. Do not use a colloquial name.

City/Township/County/Zip Code: Enter the city or township, county, and zip code of where the site is located.

Facility Contact Person: Give the name of the person who is responsible for the facility/site.

Phone and Fax: Provide facility contact person’s phone and fax numbers as: area code exchange numbers.

Facility Contact E-mail Address: Provide the facility contact person's e-mail address, if available.

Section III - Certification

Type or print the name and title of the person who will sign the form. Next, sign and date the form. Federal and State statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or (2) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

For a partnership or sole proprietorship: by a general partner or the proprietor, respectively, or

For a municipality, state, or other public facility: by either a principal executive officer, the ranking elected official, or other duly authorized employee.

EPA4665 SG-PERMITTEE NOI_INSTRUCTIONS Page 1 of 1
Date: 10/04
Co-Permittee Notice of Intent for Coverage Under
Ohio EPA Storm Water Construction General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. NOTE: All necessary information must be provided on this form. Read the accompanying instructions carefully before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not accepted. There is no fee associated with submitting this form.

I. Applicant Information/Mailing Address

<table>
<thead>
<tr>
<th>Company (Applicant) Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing (Applicant) Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Contact E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

II. Facility/Site Location Information

<table>
<thead>
<tr>
<th>Existing Ohio EPA Facility Permit Number:</th>
<th>GC</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Initial Permittee Name:</td>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Facility/Site Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Township(s):</td>
<td></td>
</tr>
<tr>
<td>County(ies):</td>
<td>State:</td>
<td>Ohio</td>
</tr>
<tr>
<td>Facility Contact Person:</td>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Facility Contact E-Mail Address:</td>
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<td></td>
</tr>
</tbody>
</table>

III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly violating.

Applicant Name: ___________________________________________ Title: ____________________________
Applicant Signature: ______________________________________ Date: ____________________________
August 2, 2017

Mr. Dan Moeglin
Canton City Engineers
2436 30th Street NE
Canton, OH 44705

Re: NE Canton Industrial Park
Parcel No. - 8300078
Plan Review - Submittal #5

Dear Mr. Moeglin:

The Storm Water Pollution Prevention Plan has been reviewed and approved and will be used as a reference when inspection this site during construction.

Once contractor is selected, the following items will need to be addressed before the required Pre-Construction Meeting can take place:

1. All review/inspection fees must be paid prior to scheduling the pre-construction meeting. Based on 3.5 acres of disturbance, fees for site will be $350.00.

2. Contractor will need to have Co-Permittee coverage prior to start of project. The OEPA is no longer accepting hard copies, as everything will need to be completed through their website "ebusiness center / STREAMS (http://www.epa.ohio.gov/dsw/ebs.aspx). If you have any questions, please contact Whitney Works (OEPA eDMR / STREAMS Administrator) at Whitney.Works@epa.ohio.gov or (614) 644-2135.

3. A pre-construction meeting is required before any earthmoving operations begin. Please contact our office at 330-451-SOIL (7645) or myself at the number below to schedule a time.

If you have any question about this letter, please contact me at 330-451-7644 or RRRohn@starkcountyohio.gov

Sincerely,

Rich Rohn
Urban Program Specialist

cc: Chris Barnes, Canton City Engineers
Joshua J Renicker, Hammontree & Associates
October 26, 2012

Re: Stark County
Application No. 867091 ws
Canton Public Water System - OH7608112 (PWS ID)
Detail Plans of 944 Feet of Ductile Iron Pipe and 40 Feet of HDPE Pipe along Developmental Drive, Extending South from Georgetown Road NE for the NE Canton Industrial Park
Plans Received October 9, 2012
From Hamontree & Associates, Limited

Mayor and Council
City of Canton
City Hall
218 Cleveland Ave., NW
Canton, Ohio 44702

Ladies and Gentlemen:

The Ohio Environmental Protection Agency has reviewed the enclosed plans submitted pursuant to Ohio Revised Code Sections 3719.07 et. seq., or accepted the certification of plan review by an authorized professional engineer pursuant to a contract therefore. These plans are approved subject to the condition of compliance with all applicable laws, rules, regulations, and standards. The applicant is responsible for obtaining all other necessary approvals, waivers or releases required by state, federal or local law prior to implementing this plan. Further, all construction must be supervised by a registered engineer, if required by law, or expert qualified in such work.

This approval shall become void five years from the date of this letter unless the facilities are constructed as proposed by that date. By accepting this approval, the applicant acknowledges that this deadline shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio Environmental Protection Agency.

The Division of Drinking and Ground Waters in the Northeast District Office of the Ohio Environmental Protection Agency shall be notified, in writing, as to a) the construction start date; b) the construction completion date; and c) the date the facilities were placed into operation.

The local health department having jurisdiction shall be notified prior to the start of construction so that construction of this project can be routinely inspected and approved by the local health department before being placed in operation.

This approval covers only the water supply facilities proposed. Sanitary waste handling facilities may need a separate approval by the Ohio Environmental Protection Agency. Other aspects of the project may need approval by the Ohio Department of Health and/or the local health department.

Lead solder and flux that exceeds 0.2 percent lead content and any pipe or pipe fitting that exceeds an 8 percent lead content shall not be used in the installation of the proposed facilities.

50 West Town Street, Suite 700
614 | 644 3020
P.O. Box 1049
614 | 644 3184 (fax)
Columbus, OH 43215-1049
www.epa.ohio.gov

Ohio EPA is an Equal Opportunity Employer
The owner shall provide for the proper maintenance and operation of the water supply and distribution system.

Necessary measures shall be taken to ensure that there will be no cross connections between the public water supply and any private water supply. The local health department shall be notified of any private water wells which will no longer be used as sources of potable water and which should be abandoned.

The supplier of water shall ensure that no customer at any one, two or three family dwelling installs a booster pump that is supplied from any pipe connected to the public water supply system unless an air gap separation is provided in accordance with Ohio Administrative Code Rule 3745-95-07(A).

The owner shall contact the appropriate district of the U.S. Army Corps of Engineers regarding each stream or wetland crossing proposed as part of this project. If a 404 permit is determined to be necessary by the Corps of Engineers, the owner shall acquire a Section 404 Permit and 401 Water Quality Certification, before impacting any waters of the state as a part of this project.

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Rule 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the director of the Ohio Environmental Protection Agency or his representative. In addition, a well sealing report shall be filed with the Ohio Department of Natural Resources, Division of Water, within 30 days of completion, in accordance with Section 1521.01 of the Ohio Revised Code.

Any person installing any well, well point, pit, or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised Code, Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the Chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Division of Water
Ohio Department of Natural Resources
Fountain Square
Columbus, OH 43224-1387
(614) 265-6717

Air Pollution Control Requirements: Fugitive dust generated by this water line project shall be controlled as specified in OAC 3745-17-08(B).

A National Pollutant Discharge Elimination System (NPDES) permit will be required if the construction project results in a disturbance greater than or equal to one acre. As a requirement of the permit, a Storm Water Pollution Prevention Plan (SWPPP) must be developed before submitting the Notice of Intent (NOI) for coverage under the permit. The NOI must be submitted 45 days prior to beginning construction. To obtain the application form and relevant information, please contact Ohio EPA’s stormwater coordinator at (330)425-9171.

If a Water Supply Revolving Loan Account (WSRLA) loan is desired, it will be necessary to comply with the requirements of the Ohio Revised Code 5109.22. If compliance with WSRLA requirements necessitates any revisions to the plans as herein approved, a resubmittal and approval of the plans will be required before construction.
The proposed facility may be constructed only in accordance with plans approved by the director of the Ohio Environmental Protection Agency. There may be no deviation from the approved plans without the express, written approval of the agency. Any deviation from the approved plans or the above conditions may lead to sanctions and penalties provided under Ohio law. Approval of these plans does not constitute an assurance that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed facilities prove to be inadequate or cannot meet applicable standards.

Should there be any questions regarding the requirements, meaning, or interpretation of any of the above which we may clarify, please contact the Division of Drinking and Ground Waters, Northeast District Office, Ohio Environmental Protection Agency.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of $70.00, made payable to "Ohio Treasurer Josh Mandel," which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission  
77 South High Street, 17th Floor  
Columbus, OH 43215

Sincerely,

[Signature]

Scott J. Nally  
Director

SJM/fs

cc: Central Office, DDAGW  
NEDO, DDAGW  
Canton City Health Department  
Hammontree & Associates, Ltd.  
Canton Water Department