CITY OF WOOSTER

538 N MARKET STREET WOOSTER, OH 44691

CONTRACT DOCUMENTS FOR

2024 SANITARY SEWER LINING

Bids due 12:00 noon, Friday, May 31, 2024

Please provide the following information to facilitate the Bid Opening and processing of purchase orders and other communications:

Company:		
Contact Person:		
Address:		
City:	County:	State:
Zip Code:		
Federal Identification	or Social Security number:	
Telephone number of	business office:	
Telephone number of	person submitting the bid:	
E-Mail:		

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION A

INDEX

CITY OF WOOSTER, OHIO 2024 SANITARY SEWER LINING

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CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION B

LEGAL NOTICE

LEGAL NOTICE

Sealed bids will be received by the City Engineer on behalf of the Director of Administration, City of Wooster, State of Ohio, at the office of said City Engineer, 538 N. Market Street, Wooster, Ohio, 44691 until twelve o'clock noon, Friday, May 31, 2024 for the 2024 Sanitary Sewer Lining in accordance with the specifications on file in said office.

Project Description: This project consists of approximately 12,969 feet of cured-in-place sanitary sewer pipe rehabilitation, with approximately 135 service lateral reinstatements.

Project Cost: The Engineer's estimated construction cost for this project is \$650,000

Project Completion Date: March 1, 2025.

Each bid must contain the full name of every person or company interested in the same, and be accompanied by a bidding bond or a certified check in the amount of 10% of the bid price as a guaranty that if the bid is accepted, a contract will be entered into and its performance secured OR provide a contract bond for 100% of the bid amount.

Copies of the contract documents are on file in the office of the City Engineer, City of Wooster, Ohio and are available for inspection by prospective bidders in the office or on the city's bidding information webpage https://www.woosteroh.com/engineering/bidding-information. Bidders must register for the plans through the city's ViewPoint website. Bidders must be registered for their bids to be considered. Bid book and plans will be sent electronically.

Bidders must comply with the prevailing wage rates on Public Improvements in Wayne County and the City of Wooster, Ohio as determined by the Ohio Department of Industrial Relations.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio Products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders are required to use the forms which will be furnished on application.

Contact the City Engineer at 330-263-5251 for all questions and requests for additional information.

By order of the Director of Administration.

Joel Moutgowery Joel Montgomery

Director of Administration

Advertise: Wednesday, May 15th and May 22nd.

Signature Certificate

Reference number: KKDBJ-MDFN8-RYDHT-W6SF4

Signer Timestamp Signature

Joel Montgomery

Email: jmontgomery@woosteroh.com

 Sent:
 10 May 2024 13:49:34 UTC

 Viewed:
 10 May 2024 13:51:05 UTC

 Signed:
 10 May 2024 13:51:15 UTC

Recipient Verification:

✓ Email verified 10 May 2024 13:51:05 UTC

Joel Moutgomery

IP address: 24.140.6.114 Location: Wooster, United States

Document completed by all parties on:

10 May 2024 13:51:15 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION C

INSTRUCTIONS FOR BIDDERS

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

Sealed bids for 2024 SANITARY SEWER LINING will be received by the Director of Administration in the Municipal Building, 538 N Market Street, Wooster, Ohio 44691, until noon, on the date specified in the Legal Notice, at which time they will be publicly opened and read aloud.

In order to receive consideration, bids shall be submitted in the following manner:

- a) Bid proposals must be received prior to the time of bid opening. No proposals received after said time of bid opening will be considered, and the proposals will be returned unopened to any bidders failing to submit bids prior to the time of bid opening.
- b) Bid proposals shall be submitted in a sealed envelope marked "BID FOR 2024 SANITARY SEWER LINING." If forwarded by mail, the envelope shall be sent inside another envelope also marked "BID FOR 2024 SANITARY SEWER LINING" and addressed to the Director of Administration.
- c) All bids shall be signed and submitted on the blanks, which are found in the bidding documents. All blanks shall be completed in full. A bid of zero dollars or \$0.00 shall be filled in with either zero, 0 or \$0.00.
- d) All bid proposals shall be typewritten or filled in with pen and ink, and shall be signed with pen and ink. The proposal must be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- e) Bidder must be a plan holder of record and obtained plans from the City.

2. QUESTIONS

Questions pertaining to the project shall be submitted no later than five (5) working days prior to the date specified in the legal notice for the bid opening. This time is provided to adequately prepare a response and not influence the bid date.

3. BIDDING DOCUMENTS

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bid Documents thoroughly, (b) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (c) study and carefully correlate Bidder's observations with the Bid Documents, (d) notify the Director of Administration of all conflicts, errors or discrepancies in the Bid Documents, and (e) if applicable, visit the site of the work to familiarize itself with the characteristics of the work site.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations and investigations, and obtain any additional information and data which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The submission of Bid will constitute an irreversible representation by Bidder that Bidder has complied with every requirement of the Contract Documents, and without exception the Bid is premised upon performing and furnishing all of the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. All bids shall be valid for sixty (60) days and City shall have up to sixty (60) days to issue a Notice of Award to the successful bidder.

4. BID GUARANTY/PERFORMANCE BOND

Each bid shall be accompanied by a Bid Guaranty in the form of a certified check or a bid bond payable to the City of Wooster, in a sum not less than Ten Percent (10%) of the total amount bid, not including extra cost options, or a Contract Bond for the total amount of the bid (100%). Certified checks or bid bonds will be returned to unsuccessful bidders within thirty days of bid opening.

The successful bidder shall furnish a performance and payment bond in an amount equal to the contract amount as security for the faithful performance and payment of all contractors' obligations under the Contract Documents.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) must be authorized to issue surety bonds in Ohio by the Superintendent of the Ohio Department of Insurance and properly licensed by the Ohio Department of Insurance to do business in the State of Ohio.

5. PRICES TO INCLUDE

The price bid for all items of work shall include all labor, materials, tools, equipment, etc., necessary to furnish and install in place, complete and in operating condition the items listed, shown and/or specified.

6. VARIATION FROM SPECIFICATIONS

Any items which the bidder wishes the City to consider in evaluation of these bids shall be included in the bid package. Items submitted separately will not be considered by the City.

Items included with the bid and representations made therein shall be considered to be binding

upon the bidder.

7. TAXES

The City of Wooster is exempt from any sales or use taxes imposed by the State of Ohio and/or the United States Government. All bids shall exclude sales or use taxes on the Project. Exemption certificates will be certified upon request by any prospective bidder.

8. <u>DISCLOSURE OF DELINQUENT PERSONAL PROPERTY TAXES</u>

This contract is subject to the requirements of Section 5719.042 of the Ohio Revised Code. The successful bidder, after being notified of the award of the contract and prior to the time the contract is entered into, shall submit a statement to the City Auditor of the City of Wooster, Ohio, affirmed under oath, disclosing whether or not the bidder, at the time the bid was submitted, was charged with any delinquent personal property taxes, and a copy of the statement shall be incorporated into the contract.

9. ACCEPTANCE OF BIDS

The City of Wooster, Ohio reserves the right to reject any and all bids; to waive minor irregularities in the bid and to award the contract or contracts to the lowest and best bidder which the City deems will best serve the City.

The City reserves the right to reject the Bid of any Bidder if City believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City or the bid is unbalanced as defined by the Ohio Department of Transportation Construction and Materials Specifications, current edition.

Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, City will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

City may conduct such investigations as City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest and best Bidder whose evaluation by City indicates to City that the award will be in the best interests of the Project.

If the Contract is to be awarded, City will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

10. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the State of Ohio or covenant to obtain such qualification prior to award of the Contract.

In determining the award of Contract, consideration will be given to:

- a) The lowest and best bid.
- b) The Bidder's record of experience in projects of this type.

No bid will be accepted from, nor Contract awarded to, anyone who is in arrears to the City upon Debt or Contract, or has defaulted on prior work for the City or otherwise upon any obligation to the City, or whose work on prior projects has proven unsatisfactory or dilatory.

The City will declare a Bid non-responsive and ineligible for award when any of the following occur:

- A. The Bidder lacks sufficient prequalification work types or dollars to be eligible for award.
- B. The Bidder fails to furnish the required Proposal Guaranty in the proper form and amount.
- C. The Bid contains unauthorized alterations or omissions.
- D. The Bid contains conditions or qualifications not provided for in the Bid Documents.
- E. A single entity, under the same name or different names, or affiliated entities submits more than one Bid for the same project.
- F. The Bidder fails to submit a unit price for each contract item listed, except for lump sum items where the Bidder may show a price in the "Bid Amount" column for that item.
- G. The Bidder fails to submit a lump sum price where required.
- H. The Bidder is debarred from submitting Bids.
- I. The Bidder has defaulted, has had a Contract terminated for cause by the Department, has either agreed not to Bid or has had debarment proceedings initiated against the Bidder's company and/or its key personnel.
- J. The Bidder submits its Bid or Proposal Guaranty on forms other than those provided by the

Department.

- K. The Bidder submits a Materially Unbalanced Bid.
- L. The Bidder fails to acknowledge addenda.
- M. The City finds evidence of collusion.
- N. Any other omission, error, or act that, in the judgment of the Department, renders the Bidder's bid non-responsive.

11. WITHDRAWAL OF BID

Any bid may be withdrawn prior to the scheduled time of the bid opening, but only by submitting a request to withdraw the bid in writing and signed by the individual submitting the bid. No bidder may withdraw a bid for a period of sixty (60) days from the date of bid opening.

12. CONFLICT OF INTEREST BY THE CITY

No elected official, staff member, or employee of the City shall become directly or indirectly interested personally in any bid submitted, the contract awarded or in any part thereof.

13. REQUIREMENTS OF THE SUCCESSFUL BIDDER

- a) Bidder may be required to attend a pre-award conference to explain any variations from the Specifications or conditions herein.
- b) Demonstration: The successful bidders may be called upon to demonstrate to the City it ability to perform under the contract.
- c) Notice of Award and Agreement: The successful bidder(s) shall be required to acknowledge the Notice of Award and to execute the Agreement on forms included herein, within ten (10) calendar days from the date of the Notice of Award.

14. SUBCONTRACTS

Bidders who proposed subcontracts must provide the following information to the City for each Subcontractor:

- a) The company name of each subcontractor, its address and scope of work to be performed.
- b) Delinquent Personal Property Tax Affidavit, and Qualifications Statements.
- c) A list of references who may be contacted regarding ability to perform projects of a similar nature.

The City reserves the right to review the information submitted and must approve in writing all subcontractors.

15. "OR EQUAL"

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-

equal" items.

Application for such acceptance of "or equal" items will not be considered by City until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by City are set forth in the General Conditions.

Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

16. SIGNING OF AGREEMENT

When City gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the time stipulated in the "Notice of Award" thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City with the required Bonds. Within twenty days thereafter City shall deliver one fully signed counterpart to Contractor.

17. PATENTS

The Contractor shall pay all applicable royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless it promptly gives such information to the City.

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION D

STATE WAGE RATE SCHEDULES

Prevailing Wage Determination Cover Letter

County:	WAYNE	~
Determination Date:	05/01/2024	
Expiration Date:	08/01/2024	

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

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for <i>Building</i> Construction:	\$250,000						
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building</i> Construction:	\$75,000						
As of January 1, 2024:							
"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to: \$98,974							
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	\$29,653						

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Bureau of Wage and Hour Administration 6606 Tussing Road, PO Box 4009 Reynoldsburg, Ohio 43068-9009 Phone: 614-644-2239 Fax: 614-728-8639

Fax: 614-728-8639 www.com.ohio.gov

Payroll Dates Prevailing Wage Law

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

		.	
	will begin ner	formance under contra	act on the
(Name of Contractor)			
,	project on		and
(Name of project and location)	project on	(Start date)	ади
will conclude work on said project	(Ending date, i	f known)	'
		•	
In accordance with Section 4115,071(C) schedule of dates that my company is req project is expected to be over (3) three m plus the day you pay your workers.	uired to pay wages to its wo	rkers while on this project	, (NOTE: if the life of the
		•	
Day Pay Period Starts:		Day Pay Period End	ds:
Pay Day:			
I acknowledge that I am required by sect company's certified payroll records for the weeks of the initial pay date listed above subcontractors' prevailing wage document	his project to the Prevailing . I further acknowledge that	Wage Coordinator of the p I am responsible to collec	ublic authority within two t and submit my
(Contractor Signature & Title)		(Company Na	me)
		(Date)	

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:				
Contractor:						
Project Location:						
Jobsite posting of prevailing wage ra	tes located:	1				
Prevailing Wage Cod	ordinator				Employe	9e
Name:			Name:			
Street:			Street:			
City:			City:			
State / Zip:			State / Zip:			
Phone:			Phone:			
You will be performing work on this p for the type of work you are performit	roject that f	alls under th	nese classificatio	ons. You v	vill be paid the	appropriate rate
Classification	Prevail Rate Tot	ling Wage al Package		us Your e Benefits	Your Hourly Base Rate	
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			:			
	·····					
Hourly fringe benefits pald on your be	ehalf by this	company.		-	· · · · · ·	
Fringe	Amo	ount	Fringe Amount			Amount
Health Insurance			Vacation			
Life Insurance	. ,		Holiday			
Pension			Sick Pay			
Bonus			Training			
Other			TOTAL HOURL	Y FRING	ES	
Contractor's Signature:					Date:	
Employee's Signature:	•				Date:	

Certified Payroll Report

Report for: Company: ¹⁾		Check if Subcontractor ¹⁾ If Sub, GC/Prime Contractor Name:		Contract No:	•				Payr	Payroll No:			
Address:			Projec	Project Name & Location:	ocation:				Wee	Week Ending:	;;		
City, State, Zip		Public Authority (Owner):			ļ								
Phone No:									Sheet ²⁾) 		g 	
1. Employee Name, Address. & SS# (Last 4	2.Work	3. Prevailing Wage Project 4. Hours Worked - Day & Date H	4.Total 5.Base		6.Project 7. Fringes: Gross	Cash &	Cash Approved Cash & Approved	Approved Plans oved Plans	Sr		Weekly Pa	Weekly Payroll Amount	
digits if permitted)		-		1		Fringe Rate Your Company Pays Per Hour	mpany Pa	ys Per Hou		8.Total	8.Total 9. Total	40 7	14 Not Day
					H&W Pens	ns Vac	로	Other	Totalal	all Jobs	Sqor		on All Jobs
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the finige benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Date	³ Type in continuous line, text will wrap.
ture	² Attach additional sheets as necessary.
Signature	
Type or Print Name and Title	11/14 jc



Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

l,	and the state of t	
(Name of pe	rson signing affidavit) (Titi	θ)
do hereby certify that the wages paid to all e	employees of	
((Company Name)	
for all hours worked on the		
(Proje	ct name and location)	
project, during the period from	to	are in
	(Froject Dates)	
compliance with prevailing wage requirement	nts of Chapter 4115 of the	Ohio Revised Code. I further
certify that no rebates or deductions have be	een or will be made, direct	ly or Indirectly, from any wages
paid in connection with this project, other the	an those provided by law.	
(Signat	ure of Officer or Agent)	
Sworn to and subscribed in my presence thi	s 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.

3/2019



PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information, please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$200,000 for new construction or \$60,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- a) The threshold for new construction will increase to \$250,000 beginning September 29, 2013.
- b) The threshold for reconstruction will increase to \$75,000 beginning September 29, 2013.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$82,137 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$24,609 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year. (*Please note, in the absence of a published Price Deflator for Construction Index, the threshold adjustment is calculated using the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record.)

Penalties for violation Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration, for the classification of work being performed.
 - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
 - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
 - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
 - 1. Time cards, time sheets, daily work records, etc.
 - 2. Payroll ledger\journals and canceled checks\check register.
 - 3. Fringe benefit records must include program name, address, account number, and canceled checks.
 - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
 - 1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to the Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.

(a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

2. Employees' work classification.

(a) Be specific about the laborers and/or operators (Group)

(b) For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.

(a) The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.

(a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

(b) All overtime worked is to be paid at time and one-half for all hours worked more than forty

(40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per

hour paid to program for each employee.

(a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

(b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

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INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

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

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address, indicate If the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page Indicator: number of pages Included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

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

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CONTACT US

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CONNECT WITH US



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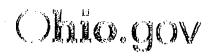
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Name of Union: Asbestos Local 207 OH

Change #: LCN01-2018fbLoc207OH

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

	BHR		Frir	ige Bene	fit Paym	ents		Irrevo Fui		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification										
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

Special Calculation Note:

Ratio:

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note):

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

Special Jurisdictional Note: Butler County: (townships of

Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, StClair, Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Shefield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion)

Details:

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the

clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

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

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

Name of Union: Asbestos Local 3 Heat & Frost Insulators

Change #: LCN01-2023ibLoc3

Craft: Asbestos Worker Effective Date: 10/04/2023 Last Posted: 10/04/2023

	В	HR		Fring	ge Bene	fit Payı	nents	Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Asbestos Insulation Worker	\$4	1.58	\$15.30	\$10.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.38	\$88.17
Fire Stop Specialist	\$4	1.58	\$15.30	\$10.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.38	\$88.17
Fire Stop Technician	\$3	4.35	\$15.30	\$4.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.90	\$71.07
Apprentice	Per	cent										
1st year	49.32	\$20.51	\$15.30	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.81	\$47.06
2nd year	63.12	\$26.25	\$15.30	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.55	\$56.67
3rd year	68.82	\$28.62	\$15.30	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.92	\$61.22
4th year	82.60	\$34.35	\$15.30	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.65	\$70.82

Special Calculation Note: There are no special calculations for this classification.

Ratio:

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA*, CARROLL, COLUMBIANA, COSHOCTON, CUYAHOGA, ERIE*, GEAUGA, HARRISON, HOLMES, HURON, LAKE, LORAIN, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note: Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis autormatically renewable unless revoked by the Union upon 15 day written notice by the employers. Erie (to Sandusky limits)

Details:

Mechanics & apprentices engaged in the

manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing&maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all

penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

Name of Union: Asbestos Local 84 Heat & Frost Insulators

Change #: LCN02-2023ibLoc84

Craft: Asbestos Worker Effective Date: 10/04/2023 Last Posted: 10/04/2023

	BHR Fringe Benefit Payments								Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Asbestos Insulation Worker	\$3.	5.52	\$8.15	\$9.65	\$0.36	\$0.00	\$6.59	\$0.24	\$0.00	\$0.00	\$60.51	\$78.27
Apprentice	Per	cent										
1st Year	50.00	\$17.76	\$8.15	\$9.65	\$0.36	\$0.00	\$6.59	\$0.24	\$0.00	\$0.00	\$42.75	\$51.63
2nd Year	60.00	\$21.31	\$8.15	\$9.65	\$0.36	\$0.00	\$6.59	\$0.24	\$0.00	\$0.00	\$46.30	\$56.96
3rd Year	70.00	\$24.86	\$8.15	\$9.65	\$0.36	\$0.00	\$6.59	\$0.24	\$0.00	\$0.00	\$49.85	\$62.29
4th Year	80.00	\$28.42	\$8.15	\$9.65	\$0.36	\$0.00	\$6.59	\$0.24	\$0.00	\$0.00	\$53.41	\$67.61

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, 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.

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.

Name of Union: Boilermaker Local 744

Change #: LCNO1-2019fbLoc744

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

	В	HR		Frin	ge Bene	fit Payı	nents	_	Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Boilermaker	\$3	8.05	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$67.76	\$86.78
Apprentice	Per	cent										
1st 6 months	70.02	\$26.64	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$56.35	\$69.67
2nd 6 months	72.52	\$27.59	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$57.30	\$71.10
3rd 6 months	75.00	\$28.54	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$58.25	\$72.52
4th 6 months	77.51	\$29.49	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$59.20	\$73.95
5th 6 months	80.00	\$30.44	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$60.15	\$75.37
6th 6 months	85.03	\$32.35	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$62.06	\$78.24
7th 6 months	90.00	\$34.25	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$63.96	\$81.08
8th 6 months	95.00	\$36.15	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$65.86	\$83.93
Helper	60.00	\$22.83	\$7.07	\$16.07	\$0.74	\$0.00	\$5.08	\$0.75	\$0.00	\$0.00	\$52.54	\$63.96

Special Calculation Note: Other is Supplemental Health

Ka		

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note):

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

Special Jurisdictional Note:

Details:

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Change #: LCN01-2023ibLoc23HevHwyA

Craft: Bricklayer Effective Date: 06/07/2023 Last Posted: 06/07/2023

	В	HR	Fringe Benefit Payments							cable 1d	Total PWR	Overtime Rate
			H&W	H&W Pension App Vac. Annuity Other Tr.						MISC (*)		
Class	Classification											
Cement Mason Bricklayer Sewer Water Works A	\$32.40		\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$51.70	\$67.90
Apprentice	Per	cent										
1st year	70.00	\$22.68	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.98	\$53.32
2nd year	80.00	\$25.92	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.22	\$58.18
3rd year	90.00	\$29.16	\$9.75	\$9.03	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.46	\$63.04

Special Calculation Note: NOT FOR BUILDING CONSTRUCTION.

Ratio:

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

Jurisdiction (* denotes special jurisdictional note):

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

Special Jurisdictional Note:

Details:

- (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
- (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Change #: LCN01-2023ibLoc23HevHwyB

Craft: Bricklayer Effective Date: 06/07/2023 Last Posted: 06/07/2023

	В	HR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	yer nent		\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.70	\$69.39
Apprentice	Per	cent										
1st year	70.00	\$23.37	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.68	\$54.37
2nd year	80.00	\$26.71	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.02	\$59.38
3rd year	90.00	\$30.05	\$9.75	\$9.03	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.36	\$64.39

Special Calculation Note: NOT FOR BUILDING CONSTRUCTION.

Ratio:

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

Jurisdiction (* denotes special jurisdictional note):

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

TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note:

Details:

- (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
- (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Name of Union: Bricklayer Local 23 (Mansfield)

Change #: LCN01-2023ibLoc23Mans

Craft: Bricklayer Effective Date: 06/01/2023 Last Posted: 05/31/2023

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$3	3.50	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$57.43	\$74.18
Pointer Caulker Cleaner	\$3	3.50	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$57.43	\$74.18
Tile Setter, Stone, Marble & Cement Masons, Plasterer and Terrazzo & Mosaic Workers	\$3	3.50	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$57.43	\$74.18
Tile Marble Terrazzo Finishers	\$3	0.25	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$54.18	\$69.30
Lay Out Man	\$3.	3.50	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$57.43	\$74.18
Saw Man	\$3	3.50	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$57.43	\$74.18
Stack Worker	\$3.	5.00	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$58.93	\$76.43
Refractory Hot Work	\$30	6.00	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$59.93	\$77.93
Carbon Masonry and Swing Sand Blasting	\$3.	5.00	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$58.93	\$76.43
Masonry Maintenance Specialist	\$10	6.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.75	\$25.12
Apprentice	Per	cent										
1st year	60.00	\$20.10	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$44.03	\$54.08
2nd year	70.00	\$23.45	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$47.38	\$59.10
3rd year	80.00	\$26.80	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$50.73	\$64.13

4th year	92.00	\$30.82	\$10.00	\$11.55	\$0.78	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$54.75	\$70.16
Mason Trainee												
1-90 Days	45.00	\$15.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.08	\$22.61
91-365 Days	45.00	\$15.08	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.08	\$32.61
2nd Year	50.00	\$16.75	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.75	\$35.13

Special Calculation Note: APPRENTICES BASED ON % OF EACH CLASS ABOVE PLUS FULL FRINGES

Ratio:

1-2 Journeymen to 1 Apprentice

3-4 Journeymen to 2 Apprentices

5-6 Journeymen to 2 Apprentices

6-10 Journeymen to 3 Apprentices

** Apprentices must be hired prior to hiring Mason Trainees***

Mason Finisher Ratio

- 1 Apprentice permits 1 Mason Trainee
- 2 Apprentice permits 1 Mason Trainee
- 3 Apprentice permits 2 Mason Trainee
- 4 Apprentice permits 2 Mason Trainee

Special Jurisdictional Note:

Details:

All Free Standing Work shall be \$ 1.50 per hour above the Regular rate.

Radial brick, common brick, face brick, and acid brick linings, All sandblasting and the leaving of carbon masonry material on all swinging stage and/or scaffolding will be at the rate of \$1.50 per hour above Regular rate.

"Hot Work" shall receive \$ 2.50 per hour above Regular Rate.

Working on vertical slip forms, jump forms or continuous forming of any kind shall be \$1.50 per hour above Regular rate, for all work from the base up to 5th (50)feet. Above that height they shall be paid at the Regular rate of time and one-half.

Topping Materials (emery, iron etc.) will be \$.50 per hour above regular rate.

Layout man and Sawman shall receive .25 per hour over the Journeymen Rate.

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE, WYANDOT

Name of Union: Carpenter Commercial Zone NEO 1D

Change #: LCN01-2023ibLocNEZone1D

Craft: Carpenter Effective Date: 08/30/2023 Last Posted: 08/30/2023

	В	BHR		Frin	ge Bene	efit Payı	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	Classification											<u> </u>
Carpenter	\$3	1.36	\$8.00	\$11.77	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$53.67	\$69.35
Apprentice	Pe	rcent										
1st 3 Months	60.00	\$18.82	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.82	\$36.22
2nd 3 Months	60.00	\$18.82	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$29.36	\$38.76
2nd 6 Months is 1st year	65.00	\$20.38	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$30.92	\$41.12
3rd 6 Months	70.00	\$21.95	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$32.49	\$43.47
4th 6 Months is 2nd year	75.00	\$23.52	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$34.06	\$45.82
5th 6 Months	80.00	\$25.09	\$8.00	\$9.42	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$45.05	\$57.59
6th 6 Months is 3rd year	85.00	\$26.66	\$8.00	\$10.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$47.20	\$60.52
7th 6 Months	90.00	\$28.22	\$8.00	\$10.59	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$49.35	\$63.47
8th 6 Months is 4th year	95.00	\$29.79	\$8.00	\$11.18	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$51.51	\$66.41

Special Calculation Note: *Other is International Training

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1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

Details:

Name of Union: Carpenter Floorlayer Zone NEO 1D

Change #: LCN01-2023ibLocNEZone1D

Craft: Carpenter Effective Date: 08/30/2023 Last Posted: 08/30/2023

	<u></u>	HR			ge Bene	fit Payı	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Carpenter Floorlayer	\$3	1.36	\$8.00	\$11.77	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$53.69	\$69.37
Apprentice	Pei	rcent										
1st 3 Months	60.00	\$18.82	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.82	\$36.22
2nd 3 Months	60.00	\$18.82	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$29.38	\$38.78
2nd 6 Months is 1st year	65.00	\$20.38	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$30.94	\$41.14
3rd 6 Months	70.00	\$21.95	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$32.51	\$43.49
4th 6 Months is 2nd year	75.00	\$23.52	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$34.08	\$45.84
5th 6 Months	80.00	\$25.09	\$8.00	\$9.42	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$45.07	\$57.61
6th 6 Months is 3rd year	85.00	\$26.66	\$8.00	\$10.00	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$47.22	\$60.54
7th 6 Months	90.00	\$28.22	\$8.00	\$10.59	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$49.37	\$63.49
8th 6 Months is 4th year	95.00	\$29.79	\$8.00	\$11.18	\$0.60	\$0.00	\$1.81	\$0.15	\$0.00	\$0.00	\$51.53	\$66.43

Special Calculation Note: *Other is International Training

Ratio:

Jurisdiction (* denotes special jurisdictional note):

1 Journeymen to 1 Apprentice

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

Details:

Name of Union: Carpenter Hev Hwy Zone NHH C2-A

Change #: LCN01-2023ibLocNEZoneNHH-C2-A

Craft: Carpenter Effective Date: 08/30/2023 Last Posted: 08/30/2023

	В	HR		Frin	ge Bene	efit Payı	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Carpenter	\$3	1.30	\$8.00	\$11.77	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$53.61	\$69.26
Apprentice	Pei	rcent										
1st 3 Months	60.00	\$18.78	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.78	\$36.17
2nd 3 Months	60.00	\$18.78	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$29.32	\$38.71
2nd 6 Months	65.00	\$20.35	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$30.89	\$41.06
3rd 6 Months	70.00	\$21.91	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$32.45	\$43.41
4th 6 Months	75.00	\$23.48	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$34.02	\$45.75
5th 6 Months	80.00	\$25.04	\$8.00	\$9.42	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$45.00	\$57.52
6th 6 Months	85.00	\$26.60	\$8.00	\$10.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$47.15	\$60.45
7th 6 Months	90.00	\$28.17	\$8.00	\$10.59	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$49.30	\$63.39
8th 6 Months	95.00	\$29.73	\$8.00	\$11.18	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$51.46	\$66.32

Special Calculation Note: Other: Training

Ratio:

Jurisdiction (* denotes special jurisdictional

note):

1 Journeymen to 1 Apprentice

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

Details:

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work:

"HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads,

expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings.

"AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings.

"HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction.

"RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placingof rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

"SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

"SUPPORIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site.

"POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

"POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

"SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Name of Union: Carpenter Insulation Zone NEO 1D

Change #: LCN01-2023ibLocNEZone1D

Craft: Carpenter Effective Date: 09/13/2023 Last Posted: 09/13/2023

		BHR				efit Pay			Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											<u> </u>
Carpenter Insulation	\$2	25.09	\$8.00	\$11.77	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$47.40	\$59.95
Apprentice	Percent											
1st 3 months	60.00	\$15.05	\$8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.05	\$30.58
2nd 3 months	60.00	\$15.05	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$25.59	\$33.12
2nd 6 months	65.00	\$16.31	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$26.85	\$35.00
3rd 6 months	70.00	\$17.56	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$28.10	\$36.88
4th 6 months	75.00	\$18.82	\$8.00	\$0.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$29.36	\$38.77
5th 6 months	80.00	\$20.07	\$8.00	\$9.42	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$40.03	\$50.07
6th 6 months	85.00	\$21.33	\$8.00	\$10.00	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$41.87	\$52.53
7th 6 months	90.00	\$22.58	\$8.00	\$10.59	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$43.71	\$55.00
8th 6 months	95.00	\$23.84	\$8.00	\$11.18	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$45.56	\$57.47

Special Calculation Note: *Other is Training

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1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

Details:

Name of Union: Carpenter Millwright NE Zone M1-C

Change #: LCN01-2023ibLocNEZoneM1-C

Craft: Carpenter Effective Date: 08/30/2023 Last Posted: 08/30/2023

	В	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Carpenter Millwright	\$3	6.70	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$59.94	\$78.29
Certified Welder	\$3	7.70	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$60.94	\$79.79
Lay-Out Man on Monorail	\$3	9.45	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$62.69	\$82.42
Apprentice	Per	cent										
1st 6 months	60.00	\$22.02	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$45.26	\$56.27
2nd 6 months	65.00	\$23.86	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$47.10	\$59.02
3rd 6 months	70.00	\$25.69	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$48.93	\$61.78
4th 6 months	75.00	\$27.53	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$50.77	\$64.53
5th 6 months	80.00	\$29.36	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$52.60	\$67.28
6th 6 months	85.00	\$31.19	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$54.44	\$70.03
7th 6 months	90.00	\$33.03	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$56.27	\$72.78
8th 6 months	95.00	\$34.87	\$8.15	\$11.50	\$0.60	\$0.00	\$2.81	\$0.18	\$0.00	\$0.00	\$58.11	\$75.54

Special Calculation Note: Other is Training

Ratio:

Jurisdiction (* denotes special jurisdictional note):

1 Journeymen to 1 Apprentice

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

Details:

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures,

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

Name of Union: Carpenter NE District Industrial Dock & Door

Change #: LCN01-2014fbCarpNEStatewide

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

	B)	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	&W Pension App Vac. Annuity Off					LECET (*)	MISC (*)		
Cla	assification											
Carpenter	Carpenter \$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Trainee Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

Ratio:

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

Name of Union: Carpenter Pile Driver Hev Hwy Zone NHH P3-C

Change #: LCN01-2023ibLocNEZoneP3-C

Craft: Carpenter Effective Date: 08/30/2023 Last Posted: 08/30/2023

	В	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Carpenter Pile Driver	\$3	0.86	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$54.08	\$69.51
Diver	\$4	6.29	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$69.51	\$92.65
Certified Welder	\$3	1.91	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$55.13	\$71.09
Apprentice	Pei	rcent										
1st 6 months	60.00	\$18.52	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$41.74	\$50.99
2nd 6 months	65.00	\$20.06	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$43.28	\$53.31
3rd 6 months	70.00	\$21.60	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$44.82	\$55.62
4th 6 months	75.00	\$23.14	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$46.37	\$57.94
5th 6 months	80.00	\$24.69	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$47.91	\$60.25
6th 6 months	85.00	\$26.23	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$49.45	\$62.57
7th 6 months	90.00	\$27.77	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$50.99	\$64.88
8th 6 months	95.00	\$29.32	\$8.24	\$11.50	\$0.60	\$0.00	\$2.70	\$0.18	\$0.00	\$0.00	\$52.54	\$67.20

Special Calculation Note: *Other is Training

Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

Details:

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning,

erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pule 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.

Name of Union: Cement Mason Statewide HevHwy

Change #: LCN01-2024ibCementHevHwy

Craft: Cement Mason Effective Date: 05/01/2024 Last Posted: 05/01/2024

	Bì	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
		H&W leation			App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification				Í								
Cement Mason	\$34	4.74	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$54.26	\$71.63
Apprentice	Per	cent										
1st Year	70.00	\$24.32	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.84	\$56.00
2nd Year	80.00	\$27.79	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.31	\$61.21
3rd Year	90.00	\$31.27	\$8.80	\$7.65	\$0.75	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.79	\$66.42
4th Year	95.00	\$33.00	\$8.80	\$7.65	\$0.75	\$0.00	\$3.25	\$0.07	\$0.00	\$0.00	\$53.52	\$70.02

Special Calculation Note: Other \$0.07 is for International Training Fund 4th Year Apprentice Rate (95%) is only applicable to the jurisdiction of Local 404, this includes Ashtabula, Cuyahoga, Geauga, Lake, and Lorain counties.

Ratio:

1 Journeymen to 1 Apprentice 2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, 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 : (A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy

Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

Details:

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

Name of Union: Cement Mason & Plasterer Local 109

Change #: LCN01-2022sksLoc109

Craft: Cement Effective Date: 06/01/2022 Last Posted: 06/01/2022

	В	HR		Frin	ge Bene	efit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	Classification											
Cement Mason	\$31.74		\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$53.69	\$69.56
Plasterer	\$30.61		\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$52.23	\$67.53
Apprentice Cement Mason	Percent											
1st year	70.00	\$22.22	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$44.17	\$55.28
2nd year	79.98	\$25.39	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$47.34	\$60.03
3rd year	90.00	\$28.57	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$50.52	\$64.80
Plasterer Apprentice												
1st year	67.53	\$21.43	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$43.05	\$53.77
2nd year	77.17	\$24.49	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$46.11	\$58.36
3rd year	86.80	\$27.55	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$49.17	\$62.95

Special Calculation Note: Other is for International Training.

Ratio:

1 Journeymen to 1 Apprentice 5 Journeymen to 2 Apprentice 10 Journeyman to 3 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.

Name of Union: Electrical Local 71 Outside (North Central Ohio)

Change #: LCN01-2024ibLoc71CentralOhio

Craft: Lineman Effective Date: 02/07/2024 Last Posted: 02/07/2024

	BHR		Frin	ge Bene	fit Payr	nents	:	Irrevo Fu	I	Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classif	fication										
Electrical Lineman	\$44.52	\$7.25	\$1.34	\$0.45	\$0.00	\$8.90	\$0.50	\$0.00	\$0.00	\$62.96	\$85.22
Traffic Signal & Lighting Journeyman	\$42.93	\$7.25	\$1.29	\$0.42	\$0.00	\$8.59	\$0.50	\$0.00	\$0.00	\$60.98	\$82.45
Equipment Operator	\$39.11	\$7.25	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.24	\$75.79
Groundman 0-12 months (W/O CDL)	\$23.71	\$7.25	\$0.71	\$0.24	\$0.00	\$4.74	\$0.50	\$0.00	\$0.00	\$37.15	\$49.01
Groundman 0-12 months (W/CDL) plus	\$25.90	\$7.25	\$0.77	\$0.26	\$0.00	\$5.18	\$0.50	\$0.00	\$0.00	\$39.86	\$52.81
Groundsman greater than 1 Year (W/CDL)	\$28.11	\$7.25	\$0.84	\$0.28	\$0.00	\$5.62	\$0.50	\$0.00	\$0.00	\$42.60	\$56.66
Traffic Signal Apprentices											
1st 1,000 hours	\$25.76	\$7.25	\$0.77	\$0.26	\$0.00	\$5.15	\$0.50	\$0.00	\$0.00	\$39.69	\$52.57
2nd 1,000 hours	\$27.90	\$7.25	\$0.84	\$0.28	\$0.00	\$5.58	\$0.50	\$0.00	\$0.00	\$42.35	\$56.30
3rd 1,000 hours	\$30.05	\$7.25	\$0.90	\$0.30	\$0.00	\$6.01	\$0.50	\$0.00	\$0.00	\$45.01	\$60.03
4th 1,000 hours	\$32.20	\$7.25	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.68	\$63.78
5th 1,000 hours	\$34.34	\$7.25	\$1.03	\$0.34	\$0.00	\$6.87	\$0.50	\$0.00	\$0.00	\$50.33	\$67.50
6th 1,000 hours	\$38.64	\$7.25	\$1.16	\$0.39	\$0.00	\$7.73	\$0.50	\$0.00	\$0.00	\$55.67	\$74.99

Apprentice Lineman	Per	cent										
1st 1,000 Hours	60.00	\$26.71	\$7.25	\$0.80	\$0.27	\$0.00	\$5.34	\$0.50	\$0.00	\$0.00	\$40.87	\$54.23
2nd 1,000 Hours	65.00	\$28.94	\$7.25	\$0.87	\$0.29	\$0.00	\$5.79	\$0.50	\$0.00	\$0.00	\$43.64	\$58.11
3rd 1,000 Hours	70.00	\$31.16	\$7.25	\$0.93	\$0.31	\$0.00	\$6.23	\$0.50	\$0.00	\$0.00	\$46.38	\$61.97
4th 1,000 Hours	75.00	\$33.39	\$7.25	\$1.00	\$0.33	\$0.00	\$6.68	\$0.50	\$0.00	\$0.00	\$49.15	\$65.84
5th 1,000 Hours	80.00	\$35.62	\$7.25	\$1.07	\$0.36	\$0.00	\$7.12	\$0.50	\$0.00	\$0.00	\$51.92	\$69.72
6th 1,000 Hours	85.00	\$37.84	\$7.25	\$1.14	\$0.38	\$0.00	\$7.57	\$0.50	\$0.00	\$0.00	\$54.68	\$73.60
7th 1,000 Hours	90.00	\$40.07	\$7.25	\$1.20	\$0.40	\$0.00	\$8.01	\$0.50	\$0.00	\$0.00	\$57.43	\$77.46

Special Calculation Note: Other: Health Reimburstment Fund

Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

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

Special Jurisdictional Note:

Details:

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

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

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

Name of Union: Electrical Local 71 Underground Residential Distribution

Change #: LCN01-2024ibLoc7URD

Craft: Lineman Effective Date: 02/07/2024 Last Posted: 02/07/2024

	В	HR		Frin	ge Bene	efit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
URD Electrican	\$3	36.41	\$7.25	\$1.09	\$0.36	\$0.00	\$8.74	\$0.75	\$0.00	\$0.00	\$54.60	\$72.80
Equipment Operator A	\$3	32.57	\$7.25	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.70	\$65.98
Equipment Operator B	\$2	9.91	\$7.25	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.29	\$61.25
Directional Drill Locator	\$3	2.57	\$7.25	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.70	\$65.98
Directional Drill Operator	\$2	9.91	\$7.25	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.29	\$61.25
Groundman 0-12 months Exp	\$2	3.64	\$7.25	\$0.71	\$0.24	\$0.00	\$5.76	\$0.75	\$0.00	\$0.00	\$38.35	\$50.17
Groundman 0-12 months Exp w/CDL	\$2	6.07	\$7.25	\$0.78	\$0.26	\$0.00	\$6.26	\$0.75	\$0.00	\$0.00	\$41.37	\$54.41
Groundman 1 yr or more	\$2	6.07	\$7.25	\$0.78	\$0.26	\$0.00	\$6.26	\$0.75	\$0.00	\$0.00	\$41.37	\$54.41
Groundman 1 yr or more w/CDL	\$3	0.96	\$7.25	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.63	\$63.11
Apprentice	Per	rcent										
1st 1000 hrs	80.00	\$29.13	\$7.25	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.28	\$59.84
2nd 1000 hrs	85.00	\$30.95	\$7.25	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.62	\$63.09
3rd 1000 hrs	90.00	\$32.77	\$7.25	\$0.98	\$0.33	\$0.00	\$7.86	\$0.75	\$0.00	\$0.00	\$49.94	\$66.32

4th 1000	95.00	\$34.59	\$7.25	\$1.04	\$0.35	\$0.00	\$8.28	\$0.75	\$0.00	\$0.00	\$52.26	\$69.55
hrs												

Special Calculation Note: Other: Health Reimburstment Account

Ratio:

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note):

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

Special Jurisdictional Note:

Details:

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Name of Union: Elevator Local 45

Change #: LCN01-2024ibLoc45

Craft: Elevator Effective Date: 01/24/2024 Last Posted: 01/24/2024

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Elevator Mechanic	\$5	8.02	\$16.17	\$10.86	\$0.75	\$4.64	\$10.10	\$2.18	\$0.00	\$0.00	\$102.72	\$131.73
Assistant. Mechanic	\$4	\$46.42		\$10.86	\$0.75	\$3.71	\$10.10	\$1.75	\$0.00	\$0.00	\$89.76	\$112.97
Helper	\$4	\$40.61		\$10.86	\$0.75	\$3.25	\$10.10	\$1.53	\$0.00	\$0.00	\$83.27	\$103.57
Apprentice	Per	cent										
Apprentice												
0-6 months Probation	50.00	\$29.01	\$0.00	\$0.00	\$0.00	\$1.74	\$0.00	\$0.00	\$0.00	\$0.00	\$30.75	\$45.26
1st year	55.00	\$31.91	\$16.17	\$10.86	\$0.75	\$1.91	\$10.10	\$1.20	\$0.00	\$0.00	\$72.90	\$88.86
2nd year	65.00	\$37.71	\$16.17	\$10.86	\$0.75	\$2.26	\$10.10	\$1.42	\$0.00	\$0.00	\$79.27	\$98.13
3rd year	70.00	\$40.61	\$16.17	\$10.86	\$0.75	\$2.44	\$10.10	\$1.53	\$0.00	\$0.00	\$82.46	\$102.77
4th year	80.00	\$46.42	\$16.17	\$10.86	\$0.75	\$2.79	\$10.10	\$1.75	\$0.00	\$0.00	\$88.84	\$112.04

Special Calculation Note: *Other is Holiday Pay

Ratio:

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

Jurisdiction (* denotes special jurisdictional note):

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.

Name of Union: Glazier Local 1162

Change #: LCN01-2023ibLoc1162

Craft: Glazier Effective Date: 05/24/2023 Last Posted: 05/24/2023

	В	HR		Frin	ge Bene	fit Payı	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Glazier	\$2	9.37	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.04	\$58.73
Apprentice	Per	cent										
1st 6 months	55.00	\$16.15	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.82	\$38.90
2nd 6 months	60.00	\$17.62	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.29	\$41.10
3rd 6 months	65.00	\$19.09	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.76	\$43.31
4th 6 months	70.00	\$20.56	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.23	\$45.51
5th 6 months	75.02	\$22.03	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.70	\$47.72
6th 6 months	80.00	\$23.50	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.17	\$49.91
7th 6 months	85.00	\$24.96	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.63	\$52.12
8th 6 months	90.00	\$26.43	\$7.50	\$6.79	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.10	\$54.32

Special Calculation Note:

Ratio:

- 1 Journeyman to 1 Apprentice
- 2 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

ASHLAND, CARROLL, COSHOCTON, HOLMES, MEDINA, PORTAGE, RICHLAND, 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.

Name of Union: Ironworker Local 550

Change #: LCN01-2024ibLoc550

Craft: Ironworker Effective Date: 05/01/2024 Last Posted: 05/01/2024

	В	HR		Frin	ge Bene	fit Payr	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Ironworker	\$3	4.70	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$57.99	\$75.34
Apprentice	Pei	rcent										
1st 6 months	65.00	\$22.56	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$45.85	\$57.12
2nd 6 months	69.02	\$23.95	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$47.24	\$59.21
3rd 6 months	73.02	\$25.34	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$48.63	\$61.30
4th 6 months	77.00	\$26.72	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$50.01	\$63.37
5th 6 months	81.00	\$28.11	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$51.40	\$65.45
6th 6 months	85.00	\$29.50	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$52.78	\$67.53
7th 6 months	90.00	\$31.23	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$54.52	\$70.14
8th 6 months	95.00	\$32.97	\$10.08	\$9.02	\$0.78	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$56.25	\$72.74

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

Jurisdiction (* denotes special jurisdictional note):

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

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

Details:

Name of Union: Ironworker Local 550 Glass & Curtain Wall

Change # : LCN01-2017fbLoc550

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

	В	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Ironworker Glass & Curtain Wall	\$2	2.00	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$36.89	\$47.89
Apprentice	Per	cent						-				
1st 6 months	60.00	\$13.20	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$28.09	\$34.69
2nd 6 months	65.00	\$14.30	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$29.19	\$36.34
3rd 6 months	70.00	\$15.40	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$30.29	\$37.99
4th 6 months	75.00	\$16.50	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$31.39	\$39.64
5th 6 months	80.00	\$17.60	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$32.49	\$41.29
6th 6 months	85.00	\$18.70	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$33.59	\$42.94
7th 6 months	90.00	\$19.80	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$34.69	\$44.59
8th 6 months	95.00	\$20.90	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$35.79	\$46.24

Special Calculation Note:

Ratio:

1 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.

Name of Union: Labor HevHwy 3

Change #: LCN01-2024ibLocalHevHwy3

Craft: Laborer Group 1 Effective Date: 05/01/2024 Last Posted: 05/01/2024

	B	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification	-										
Laborer Group 1	\$3:	5.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88
Group 2	\$3:	5.69	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.29	\$68.13
Group 3	\$30	6.02	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.62	\$68.63
Group 4	\$36	5.47	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$51.07	\$69,30
Watch Person	\$28	8.25	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$42.85	\$56.98
Apprentice	Per	cent										
0-1000 hrs	60.00	\$21.31	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$35.91	\$46.57
1001-2000 hrs	70.00	\$24.86	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$39.46	\$51.90
2001-3000 hrs	80.00	\$28.42	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$43.02	\$57.22
3001-4000 hrs	90.00	\$31.97	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$46.57	\$62.55
More than 4000 hrs	100.00	\$35.52	\$8.40	\$4.15	\$0.45	\$0.00	\$1.50	\$0.00	\$0.10	\$0.00	\$50.12	\$67.88

Special Calculation Note: Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

Ratio:

- 1 Journeymen to 1 Apprentice
- 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,

MUSKINGUM, NOBLE, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SCIOTO, SENECA, SHELBY, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

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

Details:

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2

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

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), 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.

Name of Union: Labor Local 1015 Building

Change # : LCN01-2024ibLoc1015

Craft: Laborer Effective Date: 05/01/2024 Last Posted: 05/01/2024

	B	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Laborer Group 1	\$32	2.62	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.67	\$61.98
Group 2	\$3:	3.62	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.67	\$63.48
Group 3	\$34	4.62	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.67	\$64.98
Group 4	\$34	1.57	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.62	\$64.90
Group 5	\$2:	5.66	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.71	\$51.54
Apprentice	Per	cent										
0-1000 hrs	60.00	\$19.57	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.62	\$42.41
1001-2000 hrs	70.00	\$22.83	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.88	\$47.30
2001-3000 hrs	80.00	\$26.10	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.15	\$52.19
3001-4000 hrs	90.00	\$29.36	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.41	\$57.09
More than 4000 hrs	100.00	\$32.62	\$8.40	\$4.15	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.67	\$61.98

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

Ratio:

1 Journeyman to 1 Apprentice

4 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

CARROLL, STARK, WAYNE

Special Jurisdictional Note:

Details:

Group 1

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

Group 2

Bottom Man, Scaffold Builder, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blaster,

Creosote Worker, Form Setter, Plasterer Tender, Hod Carrier Laser Beam Set-up Man, All confined space work, furnaces, pickel tubs, acid-pits, and Hazardous Waste Level (C)

Group 3

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

Group 4

Gunnite Operator, Hazardous Waste Level (A)

Group 5

Watchman

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

Change #: LCN01-2023ibLoc18zone3

Craft: Operating Engineer Effective Date: 05/01/2023 Last Posted: 04/26/2023

Craft : O		BHR				efit Payı			Irrevo Fu	cable	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	ssification											•
Operator Group A	\$4	11.49	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.74	\$78.48
Operator Group B	\$4	11.37	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.62	\$78.30
Operator Group C	\$2	10.33	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.58	\$76.74
Operator Group D	\$3	39.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.40	\$74.97
Operator Group E	\$3	33.69	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$4	11.74	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.99	\$78.86
Cranes & Mobile Concrete Pumps 150'-180'	\$41.99		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.24	\$79.23
Cranes & Mobile Concrete Pumps 180'-249'	\$4	2.49	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.74	\$79.98
Cranes & Mobile Concrete Pumps 249' and over	\$4	2.74	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$58.99	\$80.36
Apprentice	Per	rcent										
1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25		\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04
Field Mechanic Trainee												

1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04

Special Calculation Note: Other: Education & Safety \$0.09; *Misc is National Training

Ratio:

For every (3) Operating Engineer Journeymen
employed by the company there may be employed (1)
Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this FULTON, GALLIA, GREENE, GUERNSEY, collective bargaining agreement

ADAMS, ALLEN, ASHLAND, ATHENS, AU
BELMONT, BROWN, BUTLER, CARROLL
CHAMPAIGN, CLARK, CLERMONT, CLIN
COSHOCTON, CRAWFORD, DARKE, DEF
DELAWARE, FAIRFIELD, FAYETTE, FRAM
TELEMONT, BROWN, BUTLER, CARROLL
CHAMPAIGN, CLARK, CLERMONT, CLIN
COSHOCTON, CRAWFORD, DARKE, DEF
DELAWARE, FAIRFIELD, FAYETTE, FRAM
THENS, AU
HAMILTON, HANCOCK, HARDIN, HARRI

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, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note:

Details:

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizonal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

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

Group C - 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 Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; 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); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); 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") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; 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); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet

Cranes 180' - 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250-feet or over

Name of Union: Operating Engineers - HevHwy Zone II

Change #: LCN01-2023ibLoc18hevhwyll

Craft: Operating Engineer Effective Date: 05/01/2023 Last Posted: 04/26/2023

Clair: Of	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$41.49		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.74	\$78.48
Operator Class B	\$4	1.37	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.62	\$78.30
Operator Class C	\$40.33		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.58	\$76.74
Operator Class D	\$3	9.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.40	\$74.97
Operator Class E	\$3	\$33.69		\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$41.74		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.99	\$78.86
Apprentice	Percent											, , , , ,
1st Year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd Year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd Year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th Year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04
Field Mech Trainee Class 2												
1st year	50.00	\$20.75	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$37.00	\$47.37
2nd year	60.00	\$24.89	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$41.14	\$53.59
3rd year	70.00	\$29.04	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$45.29	\$59.81
4th year	80.00	\$33.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.44	\$66.04

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

Ratio:

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) BELMONT, BROWN, BUTLER, CARROLL, Registered Apprentice or Trainee Engineer through the CHAMPAIGN, CLARK, CLERMONT, CLINTON, referral when they are available. An Apprentice, while

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, COSHOCTON, CRAWFORD, DARKE, DEFIANCE,

1/3

employed as part of a crew per Article VIII, paragraph
65 will not be subject to the apprenticeship ratios in this FULTON, GALLIA, GREENE, GUERNSEY,
collective bargaining agreement
HAMILTON, HANCOCK, HARDIN, HARRISON.

FULTON, GALLIA, GREENE, GUERNSEY,
HAMILTON, HANCOCK, HARDIN, HARRISON,
HENRY, HIGHLAND, HOCKING, HOLMES,
HURON, JACKSON, JEFFERSON, KNOX,
LAWRENCE, LICKING, LOGAN, LUCAS,
MADISON, MARION, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM,
RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, TUSCARAWAS,
UNION, VAN WERT, VINTON, WARREN,
WASHINGTON, WAYNE, WILLIAMS, WOOD,
WYANDOT

Special Jurisdictional Note:

Details:

**Apprentices wilt 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 A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator-hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and

Generators.

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

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic

Name of Union: Painter Local 639

Change #: LCNO1-2015fbLoc639

Craft: Painter Effective Date: 06/10/2015 Last Posted: 06/10/2015

	BHR	Fringe Benefit Payments Irrevocable Fund								Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

Special Calculation Note: Other is Sick and Personal Time

Ratio:

Jurisdiction (* denotes special jurisdictional note) :

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

SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note:

Details:

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

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

Class A Workers: Less than 1 Year of Service.

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

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow 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.

Name of Union: Painter Local 639 Zone 2 Sign

Change #: LCN01-2023ibLoc639

Craft: Painter Effective Date: 03/22/2023 Last Posted: 03/22/2023

	BHR		Frin	ige Bene	efit Paym	ents	Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$25.28	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.68	\$0.00	\$0.00	\$27.87	\$40.51
Painter Sign Journeyman Tech/Team Leader Class B	\$25.28	\$1.70	\$0.21	\$0.00	\$0.49	\$0.00	\$0.68	\$0.00	\$0.00	\$28.36	\$41.00
Painter Sign Journeyman Tech/Team Leader Class C	\$25.28	\$1.70	\$0.21	\$0.00	\$0.97	\$0.00	\$0.68	\$0.00	\$0.00	\$28.84	\$41.48
Painter Sign Journeyman Tech/Team Leader Class D	\$25.28	\$1.70	\$0.21	\$0.00	\$1.46	\$0.00	\$0.68	\$0.00	\$0.00	\$29.33	\$41.97
Sign Journeyman Class A	\$25.00	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.67	\$0.00	\$0.00	\$27.58	\$40.08
Sign Journeyman Class B	\$25.00	\$1.70	\$0.21	\$0.00	\$0.48	\$0.00	\$0.67	\$0.00	\$0.00	\$28.06	\$40.56
Sign Journeyman Class C	\$25.00	\$1.70	\$0.21	\$0.00	\$0.96	\$0.00	\$0.67	\$0.00	\$0.00	\$28.54	\$41.04
Sign Journeyman Class D	\$25.00	\$1.70	\$0.21	\$0.00	\$1.44	\$0.00	\$0.67	\$0.00	\$0.00	\$29.02	\$41.52
Tech Sign Fabrication/ Erector Class A	\$19.67	\$1.70	\$0.21	\$0.00	\$0.00	\$0.00	\$0.53	\$0.00	\$0.00	\$22.11	\$31.95

Tech Sign Fabrication/ Erector Class B	\$19.67	\$1.70	\$0.21	\$0.00	\$0.38	\$0.00	\$0.53	\$0.00	\$0.00	\$22.49	\$32.33
Tech Sign Fabrication/ Erector Class C	\$19.67	\$1.70	\$0.21	\$0.00	\$0.76	\$0.00	\$0.53	\$0.00	\$0.00	\$22.87	\$32.71
Tech Sign Fabrication/ Erector Class D	\$19.67	\$1.70	\$0.21	\$0.00	\$1.13	\$0.00	\$0.53	\$0.00	\$0.00	\$23.24	\$33.08

Special Calculation Note: Other is for paid holidays.

Ratio:

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note:

Details:

Class A: less that 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

Name of Union: Painter Local 841

Change #: LCN01-2024ibLoc841

Craft: Painter Effective Date: 02/07/2024 Last Posted: 02/07/2024

	В	HR		Frin	ge Bene	efit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											•
Painter Brush Roll	\$3	0.18	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$46.08	\$61.17
Paperhanger	\$3	1.03	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$46.93	\$62.45
Painter Spray Gun Operator Any and Al Coatings)	\$3	0.93	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$46.83	\$62.29
Swing Scaffold, Bosum Chair, & Window Jacks	\$3	1.43	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$47.33	\$63.04
Sandblast, Painting of Standpipes, etc. from Scaffolds Open Structural Steel, Standpipes and Water Towers	\$3	0.83	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$46.73	\$62.14
Epoxy Application	\$30	0.83	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$46.73	\$62.14
Synthetic Exterior, Lead Abatement, Asbestos Removal	\$3	1.43	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$47.33	\$63.04
Apprentice	Per	cent										
1st Year	65.00	\$19.62	\$7.31	\$2.72	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$30.74	\$40.55
2nd Year	75.00	\$22.63	\$7.31	\$3.14	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$34.17	\$45.49
3rd Year	85.00	\$25.65	\$7.31	\$3.57	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$37.62	\$50.45

4th Year	95.00	\$28.67	\$7.31	\$4.34	\$0.40 \$0.	00 \$0.69	\$0.00	\$0.00	\$0.00	\$41.41	\$55.75
				<u> </u>					لـــــــــــــــــــــــــــــــــــــ	<u></u>	<u> </u>

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

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 : Summit Cnty: South of and including the Ohio Turnpike, Portage Cnty: North to and including the Ohio Turnpike

Name of Union: Painter Local 841 Bridge Painter

Change #: LCN01-2024ibLoc841

Craft: Painter Effective Date: 02/07/2024 Last Posted: 02/07/2024

	B	BHR		Fring	ge Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Blaster Class 1	\$3	39.85	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$55.75	\$75.68
Class 2 Bridge Painter, Rigger, Containment Builder, Spot Blaster	\$3	66.85	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$52.75	\$71.18
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (0-5 Years Exp)	\$2	9.85	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$45.75	\$60.68
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (5 plus Years Exp).	\$3	2.85	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$48.75	\$65.18
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc.	\$3	2.85	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$48.75	\$65.18
Class 5 Quality Control/QualityAssurance Traffic Safety, Competent Person.	\$3	2.85	\$7.31	\$7.50	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$48.75	\$65.18
Apprentice	Per	rcent										
1st Year	65.00	\$25.90	\$7.31	\$2.72	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$37.02	\$49.97
2nd Year	75.00	\$29.89	\$7.31	\$3.14	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$41.43	\$56.37
3rd year	85.00	\$33.87	\$7.31	\$3.57	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$45.84	\$62.78
4th Year	95.00	\$37.86	\$7.31	\$4.34	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$50.60	\$69.53

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

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: Summit County: South of and including the Ohio Turnpike, Portage County: North to and including the Ohio Turnpike

Details:

Class 1 – Abrasive blasting of any kind

Class 2 – Bridge painting, coating applications of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building and all remedial/ spot blasting.

Class 3 – Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, truck, etc. Load and unloading trucks, handle materials, man safety boats, handle traffic control, clean up/vacuum abrasive blast materials and related tasks.

Class 4—All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc. Class 5—Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Name of Union: Painter Local 841 (Finisher/Taper)

Change #: LCN01-2024ibLoc841

Craft: Drywall Finisher Effective Date: 02/07/2024 Last Posted: 02/07/2024

	В	HR		Fring	ge Bene	fit Pay	ments		Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher/PainterTaper		\$31.68		\$7.31 \$7.50		\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$47.58	\$63.42
Apprentice	Per	cent										
1st Year	75.00			\$2.72	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$34.88	\$46.76
2nd Year	85.00	\$26.93	\$7.31	\$3.52	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$38.85	\$52.31
3rd Year	95.00	\$30.10	\$7.31	\$4.34	\$0.40	\$0.00	\$0.69	\$0.00	\$0.00	\$0.00	\$42.84	\$57.88

Special Calculation Note:

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 : Summit County South of and including the Ohio Turnpike, Portage Cnty: North of and including the Ohio Turnpike

Name of Union: Plumber Pipefitter Local 94

Change #: LCN01-2024ibLoc94

Craft: Plumber/Pipefitter Effective Date: 01/24/2024 Last Posted: 01/24/2024

	В	HR		Frin	ge Bene	fit Payı	nents		Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification \$38.03											
Plumber Pipefitter	\$38.03		\$9.43	\$6.29	\$0.87	\$0.00	\$6.40	\$0.10	\$0.00	\$0.00	\$61.12	\$80.14
Apprentice	Percent											
1st Year	40.00	\$15.21	\$9.43	\$0.00	\$0.87	\$0.00	\$3.20	\$0.10	\$0.00	\$0.00	\$28.81	\$36.42
2nd Year	50.00	\$19.01	\$9.43	\$0.50	\$0.87	\$0.00	\$3.20	\$0.10	\$0.00	\$0.00	\$33.12	\$42.62
3rd Year	60.00	\$22.82	\$9.43	\$0.50	\$0.87	\$0.00	\$3.20	\$0.10	\$0.00	\$0.00	\$36.92	\$48.33
4th Year	70.00	\$26.62	\$9.43	\$0.50	\$0.87	\$0.00	\$4.80	\$0.10	\$0.00	\$0.00	\$42.32	\$55.63
5th Year	80.00	\$30.42	\$9.43	\$0.50	\$0.87	\$0.00	\$4.80	\$0.10	\$0.00	\$0.00	\$46.12	\$61.34

Special Calculation Note: Other is International Training Fund.

Ratio:

- 1 Journeymen to 2 Apprentice
- 4 Journeymen to 3 Apprentice
- 6 Journeymen to 4 Apprentice
- 9 Journeymen to 5 Apprentice
- 11 Journeyman to 6 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.

Name of Union: Roofer Local 88

Change #: LCN01-2023ibLoc88

Craft: Roofer Effective Date: 06/07/2023 Last Posted: 06/07/2023

	В	HR		Frin	ge Bene	efit Payı	nents		Irrevo Fui	I	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Roofer	\$3	0.07	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$51.45	\$66.49
HELPERS												
Helper -500 Hrs. 1st 6 months	\$1	6.84	\$2.25	\$0.00	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$21.17	\$29.59
Helper - 500 Hrs. 2nd 6 months	\$1	8.65	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.03	\$49.35
2nd year Helper	\$2	0.45	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$41.83	\$52.05
3rd year Helper	\$2	2.26	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$43.64	\$54.77
4th year Helper	\$2	4.06	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.44	\$57.47
5th year Helper	\$2	5.86	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$47.24	\$60.17
Apprentice	Per	rcent										
1st 6 months w/500 hrs	56.00	\$16.84	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$38.22	\$46.64
2nd 6 months w/500 hrs	62.02	\$18.65	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.03	\$49.35
3rd 6 months w/500 hrs	68.00	\$20.45	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$41.83	\$52.05
4th 6 months w/500 hrs	74.02	\$22.26	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$43.64	\$54.77
5th 6 months w/500 hrs	80.00	\$24.06	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.44	\$57.46

									_			
6th 6 months w/500 hrs	86.00	\$25.86	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$47.24	\$60.17
7th 6 months w/500 hrs	92.02	\$27.67	\$9.50	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$49.05	\$62.89

Special Calculation Note: Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour. Other \$0.18 is for C.I.D.B.

Ratio:

Jurisdiction (* denotes special jurisdictional note):

No helper shall be used on any one job unless 1

ASHLAND, CARROLL, COSHOCTON, Journeymen, and 1 Apprentices are working on said job CRAWFORD, HOLMES, HURON, LORAIN*,

MEDINA, PORTAGE, RICHLAND, STARK,

(1) Journeymen to One (1) Apprentice to One (1) HelperSUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note: In Lorain County (South of the Turnpike)

Name of Union: Sheet Metal Local 33 Industrial Door

Change #: LCN01-2023ibLoc33IndustrialDoor

Craft: Sheet Metal Worker Effective Date: 08/02/2023 Last Posted: 08/02/2023

	В	HR		Frin	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Sheet Metal Worker	\$2.	5.42	\$8.66	\$5.55	\$0.17	\$0.00	\$2.15	\$0.00	\$0.00	\$0.00	\$41.95	\$54.66
Trainees	Per	cent										
1st 60 days Probationary Perios	52.00	\$13.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.22	\$19.83
61st day-12 months	58.00	\$14.74	\$8.66	\$1.92	\$0.17	\$0.00	\$1.41	\$0.00	\$0.00	\$0.00	\$26.90	\$34.28
2nd yr	68.00	\$17.29	\$8.66	\$1.92	\$0.17	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$29.63	\$38.27
3rd yr	73.00	\$18.56	\$8.66	\$1.92	\$0.17	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$31.00	\$40.27
4th yr	80.00	\$20.34	\$8.66	\$1.92	\$0.17	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$32.89	\$43.05
5th yr	86.00	\$21.86	\$8.66	\$1.92	\$0.17	\$0.00	\$1.91	\$0.00	\$0.00	\$0.00	\$34.52	\$45.45

S	pecial	Calculation	Note	:

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Jurisdiction (* denotes special jurisdictional note):

ASHLAND, ASHTABULA, CARROLL,
COLUMBIANA, COSHOCTON, CRAWFORD,
CUYAHOGA, DEFIANCE, ERIE, FULTON,
GEAUGA, HANCOCK, HENRY, HOLMES, HURON,
LAKE, LORAIN, LUCAS, MAHONING, MEDINA,
OTTAWA, PAULDING, PORTAGE, PUTNAM,
RICHLAND, SANDUSKY, SENECA, STARK,
SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE,
WILLIAMS, WOOD

Special Jurisdictional Note:

Name of Union: Sheet Metal Local 33 (Akron)

Change #: LCN01-2023ibLoc33Akron

Craft: Sheet Metal Worker Effective Date: 06/01/2023 Last Posted: 05/31/2023

	В	HR		Frin	ge Bene	fit Payr	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
	Classificatio	n										
Sheet Metal Worker		4.90	\$9.65	\$13.20	\$0.93	\$0.00	\$7.64	\$0.00	\$0.00	\$0.00	\$66.32	\$83.77
1st year	60.00	\$20.94	\$9.65	\$4.81	\$0.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.57	\$46.04
2nd year	65.02	\$22.69	\$9.65	\$5.97	\$0.93	\$0.00	\$3.82	\$0.00	\$0.00	\$0.00	\$43.06	\$54.41
3rd year	70.00	\$24.43	\$9.65	\$6.37	\$0.93	\$0.00	\$3.82	\$0.00	\$0.00	\$0.00	\$45.20	\$57.41
4th year	80.00	\$27.92	\$9.65	\$7.18	\$0.93	\$0.00	\$3.82	\$0.00	\$0.00	\$0.00	\$49.50	\$63.46

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

Ratio:

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

and maintaining a three to one apprentice ratio thereafter.

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

Jurisdiction (* denotes special jurisdictional note):

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

Industrial Door-Installation and service of overhead doors roll up doors, docks and dock leveling.

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2022sksLoc669

Craft: Sprinkler Fitter Effective Date: 04/06/2022 Last Posted: 04/06/2022

	B	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Sprinkler Fitter	itter		\$10.99	\$7.10	\$0.52	\$0.00	\$5.12	\$0.00	\$0.00	\$0.00	\$67.48	\$89.35
Apprentice Indentured after April 1, 2013		cent										
CILASS 1	45.00	\$19.69	\$7.85	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.06	\$37.90
CLASS 2	50.02	\$21.88	\$7.85	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.25	\$41.20
CLASS 3	54.43	\$23.81	\$10.99	\$7.10	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$43.57	\$55.48
CLASS 4	59.43	\$26.00	\$10.99	\$7.10	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$45.76	\$58.76
CLASS 5	64.43	\$28.19	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$48.20	\$62.29
CLASS 6	69.43	\$30.38	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$50.39	\$65.57
CLASS 7	74.43	\$32.56	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$52.57	\$68.85
CLASS 8	79.42	\$34.75	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$54.76	\$72.13
CLASS 9	84.43	\$36.94	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$56.95	\$75.42
CLASS 10	89.44	\$39.13	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.14	\$78.70

Special Calculation Note:

Ratio:

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note:

Details:

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

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

Change #: LCN01-2024ibBldgHevHwy

Craft: Truck Driver Effective Date: 05/01/2024 Last Posted: 05/01/2024

	В	HR		Frin	ge Bene	efit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks; drivers on tandems; truck sweepers (not to include power sweepers & scrubbers)	\$3	1.84	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76
Apprentice	Per	cent										
First 6 months	80.00	\$25.47	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.47	\$56.21
7-12 months	85.00	\$27.06	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.06	\$58.60
13-18 months	90.00	\$28.66	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.98
19-24 months	95.00	\$30.25	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.25	\$63.37
25-30 months	100.00	\$31.84	\$8.00		\$0.40		\$0.00	\$0.00	\$0.00	\$0.00	\$49.84	\$65.76

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

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK,

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

Special Jurisdictional Note:

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

Change #: LCN01-2024ibBldgHevHwy

Craft: Truck Driver Effective Date: 05/01/2024 Last Posted: 05/01/2024

	В	HR		Fring	ge Bene	efit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks; Pole Trailers; Ready Mix Trucks; Fuel Trucks; 5 Axle & Over; Belly Dumps; Low boys - Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation; Truck Mechanics (when needed)		2.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39
Apprentice	Per	cent										
First 6 months	80.00	\$25.81	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.81	\$56.71
7-12 months	85.00	\$27.42	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.13
13-18 months	90.00	\$29.03	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.03	\$61.55
19-24 months	95.00	\$30.65	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.65	\$63.97
25-30 months	100.00	\$32.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$66.39

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

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON,

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

Special Jurisdictional Note:

Name of Union: Truck Driver Bldg & HevHwy Class 3 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change #: LCN01-2024ibBldgHevHwy3

Craft: Truck Driver Effective Date: 05/01/2024 Last Posted: 05/01/2024

	В	HR		Frin	ge Bene	efit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	ssification											
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge- Frame Rock Trucks; Distributor Trucks)	\$33.26		\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89
Apprentice	Per	cent										
First 6 months	80.00	\$26.61	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$57.91
7-12 months	85.00	\$28.27	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.27	\$60.41
13-18 months	90.00	\$29.93	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.93	\$62.90
19-24 months	94.96	\$31.58	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.58	\$65.38
25-30 months	100.00	\$33.26	\$8.00	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.26	\$67.89

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

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note:

Name of Union: Electrical Local 306 Inside

Change #: LCN01-2023ibLoc306in

Craft: Electrical Effective Date: 06/07/2023 Last Posted: 06/07/2023

	В	HR		Frin	ge Bene	fit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$4	\$40.15 \$44.17		\$1.20	\$0.90	\$0.00	\$9.25	\$0.00	\$0.00	\$0.00	\$62.81	\$82.89
Cable Splicer	\$44.17		\$11.31	\$1.33	\$0.99	\$0.00	\$9.25	\$0.00	\$0.00	\$0.00	\$67.05	\$89.13
Apprentice	Per	cent										
1st period	40.00	\$16.06	\$11.31	\$0.48	\$0.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.21	\$36.24
2nd period	45.00	\$18.07	\$11.31	\$0.54	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.33	\$39.36
3rd period	50.00	\$20.07	\$11.31	\$0.60	\$0.45	\$0.00	\$4.63	\$0.00	\$0.00	\$0.00	\$37.07	\$47.10
4th period	60.00	\$24.09	\$11.31	\$0.72	\$0.54	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$42.21	\$54.25
5th period	70.00	\$28.10	\$11.31	\$0.84	\$0.63	\$0.00	\$6.48	\$0.00	\$0.00	\$0.00	\$47.37	\$61.42
6th period	80.00	\$32.12	\$11.31	\$0.96	\$0.72	\$0.00	\$7.40	\$0.00	\$0.00	\$0.00	\$52.51	\$68.57

Special Calculation Note:

Ratio:

- 1 3 Journeymen to 2 Apprentice
- 4 6 Journeymen to 4 Apprentice
- 7 9 Journeymen to 6 Apprentice
- 10-12 Journeymen to 8 Apprentice
- 13-15 Journeymen to 10 Apprentice

First person assigned to a job site shall be a Journeyman Wireman

Special Jurisdictional Note:

Medina County the following townships are included: (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York).

Portage County the following townships are included: (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield).

Wayne County the following townships are included: (Baughman, Cannaan, Chester, Chippewa, Congress, Green, Milton, and Wayne).

Details:

This rate covers both Commercial and Industrial. High work a premium rate of shall be paid at (3%) per hour for

Jurisdiction (* denotes special jurisdictional note) :

MEDINA*, PORTAGE*, SUMMIT, WAYNE*

all work performed over (30') free-fall and for work in a mine. Line work is excluded.

Name of Union: Electrical Local 306 Inside Lt Commercial Northern

Change #: LCN01-2024ibLoc306in

Craft: Electrical Effective Date: 02/21/2024 Last Posted: 02/21/2024

	F	BHR		Frin	ge Bene	efit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	ssification											-
Electrician	\$4	10.15	\$10.60	\$1.20	\$0.90	\$0.00	\$9.25	\$1.00	\$0.00	\$0.00	\$63.10	\$83.17
Cable Splicer	\$4	14.17	\$10.60	\$1.33	\$0.99	\$0.00	\$9.25	\$1.00	\$0.00	\$0.00	\$67.34	\$89.42
CE-3 12,001- 14,000 Hrs	\$2	28.89	\$6.67	\$0.87	\$0.88	\$0.00	\$0.87	\$0.10	\$0.00	\$0.00	\$38.28	\$52.73
CE-2 10,001- 12,000 Hrs	\$2	22.70	\$6.67	\$0.68	\$0.88	\$0.00	\$0.68	\$0.10	\$0.00	\$0.00	\$31.71	\$43.06
CE-1 8,001- 10,000 Hrs	\$2	0.64	\$6.67	\$0.62	\$0.88	\$0.00	\$0.62	\$0.10	\$0.00	\$0.00	\$29.53	\$39.85
CW-4 6,001- 8,000 Hrs	\$1	8.57	\$6.67	\$0.56	\$0.88	\$0.00	\$0.56	\$0.10	\$0.00	\$0.00	\$27.34	\$36.63
CW-3 4,001- 6,000 Hrs	\$1	6.51	\$6.67	\$0.50	\$0.88	\$0.00	\$0.50	\$0.10	\$0.00	\$0.00	\$25.16	\$33.42
CW-2 2,001- 4,000 Hrs	\$1	5.48	\$6.67	\$0.46	\$0.88	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$24.05	\$31.79
CW-1 0- 2,000 Hrs	\$1	4.44	\$6.67	\$0.43	\$0.88	\$0.00	\$0.43	\$0.10	\$0.00	\$0.00	\$22.95	\$30.17
Apprentice	Pei	rcent										
1st period	40.00	\$16.06	\$10.60	\$0.48	\$0.36	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$28.50	\$36.53
2nd period	45.00	\$18.07	\$10.60	\$0.54	\$0.41	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$30.62	\$39.65
3rd period	50.02	\$20.08	\$10.60	\$0.60	\$0.45	\$0.00	\$4.63	\$1.00	\$0.00	\$0.00	\$37.36	\$47.40
4th period	60.00	\$24.09	\$10.60	\$0.72	\$0.54	\$0.00	\$5.55	\$1.00	\$0.00	\$0.00	\$42.50	\$54.54
5th period	70.02	\$28.11	\$10.60	\$0.84	\$0.63	\$0.00	\$6.48	\$1.00	\$0.00	\$0.00	\$47.66	\$61.72
6th period	80.00	\$32.12	\$10.60	\$0.96	\$0.72	\$0.00	\$7.40	\$1.00	\$0.00	\$0.00	\$52.80	\$68.86

Special Calculation Note: Other is for Retirement Health and Welfare and Adminstration Fund for CE/CW.

Ratio:

Jurisdiction (* denotes special jurisdictional note):

MEDINA*, PORTAGE*, SUMMIT, WAYNE*

Each job site

2 Apprentices to 3 Journeymen or fraction thereof:

1 - 3 Journeymen to 2 Apprentice

4 - 6 Journeymen to 4 Apprentice

7 - 9 Journeymen to 6 Apprentice

10-12 Journeymen to 8 Apprentice

13-15 Journeymen to 10 Apprentice

First person assigned to a job site shall be a Journeyman Wireman

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:

Medina County the following townships are included: (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York).

Portage County the following townships are included: (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield). Wayne County the following townships are included: (Baughman, Cannaan, Chester, Chippewa, Congress, Green, Milton, and Wayne).

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:

This rate covers both Commercial and Industrial. High work a premium rate of shall be paid at (3%) per hour for all work performed over (30') free-fall and for work in a mine. Line work is excluded.

Name of Union: Electrical Local 306 Lightning Rod

Change #: LCN01-2023ibLoc306LR

Craft: Voice Data Video Effective Date: 08/30/2023 Last Posted: 08/30/2023

	В	HR		Frin	ge Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Electrical Lightning Protection Installer	rotection estaller		\$7.75	\$0.99	\$0.00	\$3.90	\$1.99	\$0.00	\$0.00	\$0.00	\$47.78	\$64.35
Trainee Experience Level	1	rcent										
1st Day- 6 months	50.02	\$16.58	\$7.75	\$0.50	\$0.00	\$0.44	\$0.99	\$0.00	\$0.00	\$0.00	\$26.26	\$34.55
2nd 6 months	55.00	\$18.23	\$7.75	\$0.55	\$0.00	\$0.49	\$1.09	\$0.00	\$0.00	\$0.00	\$28.11	\$37.23
3rd 6 months	60.00	\$19.89	\$7.75	\$0.60	\$0.00	\$0.97	\$1.19	\$0.00	\$0.00	\$0.00	\$30.40	\$40.34
4th 6 months	65.00	\$21.55	\$7.75	\$0.65	\$0.00	\$1.05	\$1.29	\$0.00	\$0.00	\$0.00	\$32.29	\$43.06
3rd Year	70.02	\$23.21	\$7.75	\$0.70	\$0.00	\$1.65	\$1.39	\$0.00	\$0.00	\$0.00	\$34.70	\$46.31
4th Year	80.00	\$26.52	\$7.75	\$0.80	\$0.00	\$1.89	\$1.59	\$0.00	\$0.00	\$0.00	\$38.55	\$51.81
5th Year	90.02	\$29.84	\$7.75	\$0.90	\$0.00	\$2.12	\$1.79	\$0.00	\$0.00	\$0.00	\$42.40	\$57.32

Special Calculation Note:

Ratio:

1 Journeyman to 1 Trainee

Jurisdiction (* denotes special jurisdictional note):

MEDINA*, PORTAGE*, SUMMIT, WAYNE*

Special Jurisdictional Note: In Medina County the following townships are included: (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York). In Portage County the following townships are included: (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield). In Wayne County the following townships are included: (Baughman, Cannaan, Chester, Chippewa, Congress, Green, Milton, and Wayne).

Name of Union: Electrical Local 306 Voice Data Video

Change #: LCN01-2024ibLoc306VDV

Craft: Voice Data Video Effective Date: 01/17/2024 Last Posted: 01/17/2024

	В	HR		Fring	ge Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifica	tion											
Journeyman Tech	\$2	7.03	\$9.80	\$0.85	\$0.42	\$1.22	\$3.30	\$0.52	\$0.00	\$0.00	\$43.14	\$56.66
Cable Puller	\$1	5.68	\$7.20	\$0.49	\$0.25	\$0.71	\$0.49	\$0.52	\$0.00	\$0.00	\$25.34	\$33.18
Journeyman Tech w/ BICSI copper OR fiber training	\$2	7.57	\$9.80	\$0.86	\$0.43	\$1.24	\$3.30	\$0.52	\$0.00	\$0.00	\$43.72	\$57.51
Journeyman/Tech w/ BICSI copper AND fiber training	\$2	\$28.11		\$0,88	\$0.44	\$1.26	\$3.30	\$0.52	\$0.00	\$0.00	\$44.31	\$58.37
Journeyman Tech w/ BICSI Tech	\$2	8.65	\$9.80	\$0.90	\$0.45	\$1.29	\$3.30	\$0.52	\$0.00	\$0.00	\$44.91	\$59.23
Apprentice	Per	cent										
1st Period	60.00	\$16.22	\$7.20	\$0.51	\$0.25	\$0.73	\$0.51	\$0.52	\$0.00	\$0.00	\$25.94	\$34.05
2nd Period	65.00	\$17.57	\$7.20	\$0.55	\$0.28	\$0.79	\$0.55	\$0.52	\$0.00	\$0.00	\$27.46	\$36.24
3rd Period	75.00	\$20.27	\$7.20	\$0.64	\$0.32	\$0.91	\$0.64	\$0.52	\$0.00	\$0.00	\$30.50	\$40.64
4th Period	85.00	\$22.98	\$7.20	\$0.72	\$0.36	\$1.03	\$0.72	\$0.52	\$0.00	\$0.00	\$33.53	\$45.01

Special Calculation Note: Other is Retiree Health Fund.

Ratio:

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

MEDINA*, PORTAGE*, SUMMIT, WAYNE*

Special Jurisdictional Note: In Medina County the following townships are included: Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York.

In Portage County the following townships are included: Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield.

In Wayne County the following townships are included: Baughman, Cannaan, Chester, Chippewa, Congress, Green, Milton, and Wayne.

Details:

The following work is EXCLUDED from the Teledata Technician scope of work;

Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.

Installation of conduit and/or raceways shall be installed by Inside Wireman. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 foot.

Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit.

All HVAC control work.

Name of Union: Electrical Local 540 Inside

Change #: LCN02-2023ibLoc540in

Craft: Electrical Effective Date: 01/01/2024 Last Posted: 12/27/2023

	В	HR		Frin	ge Bene	fit Payı	nents	-	Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	Classification \$26.06											
Electrician	\$3	6.96	\$6.95	\$11.10	\$1.14	\$3.70	\$4.07	\$1.22	\$0.00	\$0.00	\$65.14	\$83.62
Apprentice	Per	rcent										
1st 1000 hrs	45.00	\$16.63	\$6.95	\$0.00	\$0.47	\$0.00	\$0.50	\$0.50	\$0.00	\$0.00	\$25.05	\$33.37
2nd 1000 hrs	47.00	\$17.37	\$6.95	\$0.00	\$0.49	\$0.00	\$0.52	\$0.52	\$0.00	\$0.00	\$25.85	\$34.54
3rd 1500 hrs	50.00	\$18.48	\$6.95	\$2.78	\$0.56	\$1.48	\$0.60	\$0.60	\$0.00	\$0.00	\$31.45	\$40.69
4th 1500 hrs	60.00	\$22.18	\$6.95	\$5.55	\$0.67	\$1.77	\$0.72	\$0.72	\$0.00	\$0.00	\$38.56	\$49.64
5th 1500 hrs	70.00	\$25.87	\$6.95	\$8.33	\$0.78	\$2.07	\$0.84	\$0.84	\$0.00	\$0.00	\$45.68	\$58.62
6th 1500 hrs	80.00	\$29.57	\$6.95	\$11.10	\$0.89	\$2.37	\$0.96	\$0.96	\$0.00	\$0.00	\$52.80	\$67.58

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

Ratio:

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

Jurisdiction (* denotes special jurisdictional note):

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

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

Special Jurisdictional Note: Carroll County: North half including; Fox, Harrison, Rose and

Washington Townships.

Columbiana County: Knox Township only. Mahoning County: Smith Township only.

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

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

Name of Union: Electrical Local 540 Inside Lt Commercial Northern

Change #: LCN02-2023ibLoc540in

Craft: Electrical Effective Date: 01/01/2024 Last Posted: 12/27/2023

	BHR		Frii	nge Bene	efit Paym	ients		Irrevo Fu		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification										
Electrician	\$36.96	\$6.95	\$11.10	\$1.14	\$3.70	\$4.07	\$1.20	\$0.00	\$0.00	\$65.12	\$83.60
CE-3 12,001- 14,000 Hrs	\$28.89	\$6.67	\$0.00	\$0.88	\$0.00	\$0.87	\$0.87	\$0.00	\$0.00	\$38.18	\$52.63
CE-2 10,001- 12,000 Hrs	\$22.70	\$6.67	\$0.00	\$0.88	\$0.00	\$0.68	\$0.68	\$0.00	\$0.00	\$31.61	\$42.96
CE-1 8,001- 10,000 Hrs	\$20.64	\$6.67	\$0.00	\$0.88	\$0.00	\$0.62	\$0.62	\$0.00	\$0.00	\$29.43	\$39.75
CW-4 6,001- 8,000 Hrs	\$18.57	\$6.67	\$0.00	\$0.88	\$0.00	\$0.56	\$0.56	\$0.00	\$0.00	\$27.24	\$36.53
CW-3 4,001- 6,000 Hrs	\$16.51	\$6.67	\$0.00	\$0.88	\$0.00	\$0.50	\$0.50	\$0.00	\$0.00	\$25.06	\$33.32
CW-2 2,001- 4,000 Hrs	\$15.48	\$6.67	\$0.00	\$0.88	\$0.00	\$0.46	\$0.46	\$0.00	\$0.00	\$23.95	\$31.69
CW-1 0- 2,000 Hrs	\$14.44	\$6.67	\$0.00	\$0.88	\$0.00	\$0.43	\$0.43	\$0.00	\$0.00	\$22.85	\$30.07

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

Ratio:

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.

Jurisdiction (* denotes special jurisdictional note):

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

Special Jurisdictional Note: Carroll County: North half including; Fox, Harrison, Rose and

Washington Townships.

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

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

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

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.

Name of Union: Electrical Local 540 Voice Data Video

Change #: LCN01-2023ibLoc540VDV

Craft: Voice Data Video Effective Date: 09/06/2023 Last Posted: 09/06/2023

	T	OTTO	7				Last				,	
		BHR 		Frin	ge Ben	efit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		·
Clas	ssification											<u> </u>
Electrical Installer Technician	\$2	25.15	\$6.60	\$4.79	\$0.62	\$2.52	\$2.08	\$0.83	\$0.00	\$0.00	\$42.59	\$55.16
Cable Puller	\$1	13.80	\$6.51	\$0.00	\$0.31	\$0.00	\$0.41	\$0.41	\$0.00	\$0.00	\$21.44	\$28.34
Apprentice Starting Prior to 08/01/2020												
6th Step 90%	\$2	2.64	\$6.60	\$4.79	\$0.55	\$1.81	\$2.08	\$0.73	\$0.00	\$0.00	\$39.20	\$50.52
Apprentice Starting After 08/01/2020	Pe	rcent										
1st Step	70.02	\$17.61	\$6.60	\$0.00	\$0.43	\$1.41	\$0.57	\$0.57	\$0.00	\$0.00	\$27.19	\$36.00
2nd Step	75.00	\$18.86	\$6.60	\$0.00	\$0.46	\$1.51	\$0.61	\$0.61	\$0.00	\$0.00	\$28.65	\$38.08
3rd Step	80.00	\$20.12	\$6.60	\$4.79	\$0.49	\$1.60	\$0.65	\$0.65	\$0.00	\$0.00	\$34.90	\$44.96
4th Step	85.00	\$21.38	\$6.60	\$4.79	\$0.52	\$1.71	\$0.69	\$0.69	\$0.00	\$0.00	\$36.38	\$47.07

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

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

Ratio:

1-3 Journeyman to 2 Apprentice4-6 Journeyman to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note):

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

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

Special Jurisdictional Note : Carroll County includes the following townships: North half including Fox, Harrison, Rose and Washington. Tuscarawas County includes the following townships: The

portion North of Auburn, Clay, Rush and York. Wayne County includes the following townships: The portion South of Baughman, Chester, Green, and Wayne. Columbiana County includes Knox township. Mahoning County includes Smith township.

Details:

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

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

- * Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
- * Installation of conduit and/ or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 feet.
- * Fire Alarm work on all new construction sites or wherever the fire alarm system is installed in conduit.
- * All HVAC control work.

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION E

BID DOCUMENTS

CITY OF WOOSTER 2024 Sanitary Sewer Lining BID FORM

NO.	ODOT ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE MATERIAL	UNIT PRICE LABOR	TOTAL UNIT PRICE	TOTAL PRICE BID
1	614	MAINTAINING TRAFFIC	1	LS				
2	624	MOBILIZATION	1	LS				
3	659	SEEDING AND MULCHING	1	LS				
4A	SPECIAL	8" CURED-IN-PLACE PIPE REHABILITATION	11,742	FT				
4B	SPECIAL	12" CURED-IN-PLACE PIPE REHABILITATION	152	FT				
4C	SPECIAL	15" CURED-IN-PLACE PIPE REHABILITATION	1,019	FT				
4D	SPECIAL	24" CURED-IN-PLACE PIPE REHABILITATION	56	FT				
5	SPECIAL	REINSTATE LATERAL	135	EACH				
					TOTAL BID		\$	

COMPANY	· :				
ADDRESS	:				
	ons and being authorized		, having fully re half of the above named bidder.	ead the Instruction to Bidders,	General Conditions and
Bidder ackr	nowledges receipt of the	following addendum:			
No.	Date		No.	Date	
Signature				tle	Date

COVER SHEET BID BOND

Pursuant to the condition of the foregoing Notice to Bidders attached hereto is a Surety Company bond for the sum of					
	Dollars (\$).			
In case this proposal shall be accepted by the Owner and the undersigned shall fail to execute the contract and furnish a satisfactory bond as stated in the foregoing Notice to Bidde within (10) days (Sunday excepted) after notification of the award of the contract, then the satisfactory may at its option determine that the undersigned has abandoned the contract and hereupon this proposal shall be null and void and the Surety bond accompanying same shall be orfeited to and become the property of the Owner as liquidated damages.					
The full names and residences of all p principals are as follows:	ersons and parties interested in t	he foregoing bid as			
NAMES	ADDRESSE	S			
Name of Bidder					
Business Address of Bidder					
Dated at	, the	day			
of	20				
Proposal submitted by					
Signatu		e			

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned , as Principal and _____, as Surety, are held and firmly bound unto the City of Wooster, Ohio, in the sum of _____ _____ Dollars (\$_______) to be paid to the said City of Wooster, Ohio, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, our successors, and assigns, executors and administrators jointly and severally, firmly by these presents. The condition of this obligation is such that, if the proposal for is accepted, and the contract awarded to the above named bidder, and the bidder shall within (10) days after such award is made enter into a contract and give bond as required; then this obligation shall be null and void; otherwise it shall remain in full force and effect. Signed and sealed at ______, this ______day of ______, A.D., 20_____. Principal

Surety

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,		
as Surety, are hereby held and firmly bound unto <u>City of Wooster</u> ³		
hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal		
to the Obligee on to undertake the project known as:		
The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee,		
incorporating any additive or deductive alternative proposals made by the Principal on the date referred to		
above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount		
of DOLLARS (\$). If this item is left blank, the penal sum will be the		
full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must		
not be less than the full amount of the bid, including the alternatives in dollars and cents. A percentage is not		
acceptable.		

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower Bidder to perform the work covered by the bid; or in the event the Obligee does not award the contact to the next lower Bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereon between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This day of	, 20
	Principal
	Ву:
	Title:
	Surety
	By:Attorney-in-Fact
	Surety Company Address:
	Surety Agent's Name and Address:

SUBCONTRACTORS LIST FOR 2024 SANITARY SEWER LINING

In the spaces below, the Bidder shall list the names and addresses of any subcontractors to which the Bidder intends to sublet any portion of the work to be performed under this contract. The Bidder shall also state that portion of the work by bid item number and/or description that he intends to sublet to each subcontractor. No change of subcontractors or work to be performed by each subcontractor shall be made without prior written approval from the Engineer. Failure to complete this list may be grounds for rejection of the Bid.

Item No.	Subcontractor Name and Address
	Bidder:
	Ву:
	Title:
	Date:

CERTIFICATION/AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13

STATE OF				
COUNTY OF		, ss:		
Perso	nally appeared be	fore me the undersigned, a bid	der or representative of a bidd	er in competitive bidding
on behalf of _			for a contract	
		(Name)		
for		to be let by		who, being
(Type o	f Product or Service	·)	(Municipal Owner)	
duly cautioned	l and sworn, make	es the following statement with	respect to prohibited activit	ies
constituting a	conflict of interes	t or other violations under Sect	ion 3517.13 O.R.C., and furth	ner
states that the	e undersigned has	s the authority to make the fo	llowing representation on be	ehalf of the entity if the
undersigned as	s an individual is r	not the bidder himself or herse	f:	
1.	association or	he individual, partnership, oth ganized under Chapter 1785 O. ble, are in compliance with 351	R.C. or estate or trust that all o	• •
	a.	the individual;		
	b.	each partner or owner of the business;	ne partnership or other uninc	corporated
	C.	each shareholder of the ass	•	
	d.	each administrator of the e	•	
	e.	each executor of the estate	:	

f.

g. h. each spouse of any person identified in (a) through (f) of this section;

each child seven years of age to seventeen years of age of any person identified in

each trustee of the trust;

(a) through (f) of this section;

i. any combination of persons identified in (a) through (f) of this section.

¹ O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs a-i above, *has made*, *as an individual*, within the two previous calendar years, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

- 2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1) (b)2:
 - a. the individual;
 - each partner or owner of the partnership or other unincorporated business;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust:
 - g. each spouse of any person identified in (a) through (f) of this section;
 - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
 - i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- 3. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)3:
 - a. an owner of more than twenty per cent of the corporation or business trust;
 - b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
 - c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
 - d. any combination of persons identified in (a) through (c) of this section.
- 4. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(2)4:

2 O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity* listed herein in paragraph 2, subparagraphs a-i above, *has made* within the two previous calendar years, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

3 O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d* has made, *as an individual*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

4 O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than five hundred dollars or services

- a. an owner of more than twenty per cent of the corporation or business trust;
- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- d. any political action committee affiliated with the corporation or business trust.

	BIDDER:
	SIGNATURE:
	NAME:
	TITLE:
	DATE:
Sworn to before me and subscribed in my 20	presence by the above named person this day of
	NOTARY PUBLIC:
	My Commission Expires:

Eff. Apr. 4, 2007[Am. Sub.HB 694]

costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any combination of the following has made*, within the two previous calendar years, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

CITY OF WOOSTER CONTRACTOR'S INFORMATION FORM

Projec	ct:				
Contr	act:				
Ву:				doing bu	siness as a O Corporation,
•			(Contractor)		
		○ Par	tnership, () Sole proprietor	rship; for the follow	ving type of work:
		Genera	al Construction		Site Work
		Demol	lition		Utilities
		Road (Construction		Electrical
		Mecha	anical		Other
					(please specify)
1.	ВАСК	GROUND	INFORMATION		
	1.1	Numb	er of years in business as a	Contractor:	
	1.2	If your	organization is a corporation	on, answer the foll	owing:
		1.2.1 1.2.2 1.3.3	State of incorporation: Officer's names and titles President: Vice-President: _ Secretary: Treasurer:	:	
	1.3	If your	organization is a partnersh	nip, answer the foll	owing:
		1.3.1 1.3.2 1.3.3	Date of organization: Type of partnership (If ap Name(s) of general partne		

1.4 If your organization is individually owned, answer the following:

		1.4.1 Date of organization:
		1.4.2 Name of owner:
	1.5	If the form of your organization is other than those listed above, describe it and name the principals:
		
2.	CONS	TRUCTION QUALIFICATIONS
	2.1	List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. For construction trade licenses and/or registrations, list each type, license number and state of issuance.
3.	EXPER	RIENCE
	3.1	List the categories of work that your organization normally performs with its own forces.
	3.2	Claims and Suits (If the answer to any of the questions below is yes, please attach details.)
		3.2.1 Has your organization ever failed to complete any work awarded to it? YES \(\sum \) NO
		3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? YES \(\) NO
		3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? YES NO
	3.3	On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, engineer, contract

amount percent complete and scheduled completion date.

	3.3.1	State total worth of work in progress and under contract					
3.4	years,	On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, engineer, contract amount, date of completion and percentage of the cost of the work performed with your own forces.					
	3.4.1	State average annual amount of construction work performed during the past five years.					
3.5	.5 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.						
REFE	RENCES						
4.1		sional References: (List three (3) and include organization, contact name and number)					

4.

5. CERTIFICATION

The undersigned, being duly sworn, certifies the complete.	nat the information provid	ded herein is true and
These facts are hereby acknowledged by		on this
	(Organization)	
day of	, 20	
Ву:		
Name and Title:		
Sworn and subscribed in my presence this	day of	, 20
Notary Public:		

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION F

AGREEMENT DOCUMENTS

AGREEMENT

This	Agreeme	nt, made this _	day	of		20
			_ Project , in th	ne amount of	f	dollars
(\$_),b	y and between the Cit	y of Wooster, C)hio, hereinaf	fter called the "City", acting her	ein through
		dministration and $\ _$, doing bus	siness as (a
corp	ooration) (a	partnership) (an indiv	idual) in the Cit	y of		_, County of
<u>"Co</u>	ntractor."	, and	State of		, hereinafter	called the
CO	iiti actor.					
WIT	NESSETH: 1	That for and in consid	eration of the p	payments and	l agreements hereinafter ment	ioned:
1.	The Contr	actor will furnish ma	iterials and se	rvices in acco	ordance with the terms of th	ne Contract
Doc	uments.					
2.	The followir	ng variations from the	Contract Docu	ments and or	r options have been agreed to:	
					,	
3.	The term "C	ontract Documents"	means and inclu	udes the follo	owing:	
	a)	Advertisement for B	ds			
	b)	Instruction to Bidder	S			
	c)	Wage Rates				
	d)	Payment and Perfori	mance Bond			
	e)	Agreement Docume	nts			
	f)	Certifications				
	g)	Miscellaneous Contr	act Forms			
	h)	Partial Pays, Purchas	e Order			
	i)	General Conditions				
	j)	Supplemental Condi	ions			
	k)	Construction and Ma	iterial Specifica	tions		
	I)	Plans and Specificati	ons			
	m)	Addenda:				
	No	, dated		, 20	<u>-</u> :	
	No	, dated		, 20	_·	
	n) after av	Any amendments to vard of Contract	the above doc	uments enter	red into by the City before or	

4. City's engagement of the Contractor is based upon the Contractor's representations to the City that the Contractor:

- a) has reviewed all documents pertinent to its portion or scope of the and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient;
- b) is an organization experienced in and qualified, willing and able to provide equipment of the nature and type necessary to perform its portion or scope of the Work
- c) is authorized and licensed to do business in Ohio;
- d) has the expertise and ability to meet the City's objectives and requirements.
- 5. The Contractor shall furnish services and labor which expeditiously, economically and properly complete its particular scope of the Work in the manner most consistent with the City's interests and objectives; in accordance with the Contract Documents, and in accordance with the highest standards currently practiced by persons and entities performing comparable labor and services on projects of similar size and complexity.
- 6. The Contractor expressly warrants and guarantees to the City that all goods, products, materials, equipment, and systems incorporated in its particular scope of the Work shall conform to applicable; be new and without apparent damage; be of quality equal to or higher than that required by the Bid Documents; be merchantable; and free from defects
- 7. The Contractor expressly warrants and guarantees to the City that all labor and services required for its particular scope of Work shall comply with the Bid Documents; be performed in a workmanlike manner; and be free from defects.
- 8. All warranties and guarantees set forth above shall be in addition to all other warranties, express, implied or statutory, and shall survive payment for, acceptance or inspection of, or failure to inspect the Work.
- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 10. With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:
 - (a) This Contract documents constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.
 - (b) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
 - (c) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
 - (d) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
 - (e) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
 - (f) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act,

failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;

- 11. The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:
 - (a) Construction of the Project;
 - (b) The furnishing of any required surety bonds and insurance;
 - (c) The provision or furnishing, and prompt payment therefor, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project;
 - (d) Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;
 - (e) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the City, in the form and manner required by City:
 - (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
 - (2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;
 - (3) If applicable, consent(s) of surety to final payment;
 - (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

12. Termination by the Contractor

If the City repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the contractor may terminate performance under this Contract by written notice to the City and the Engineer. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience. At no time shall the City be liable for extra contractual, special, consequential, punitive or any other damages resulting from any cause including but not limited to loss of business, loss of business opportunity or any other damages not directly incurred by Contractor on the Project.

13. City's Right to Suspend Contractor's Performance

The City shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to ten (10) calendar days. If any such suspension is directed by the City, the Contractor shall immediately comply with same.

In the event the City directs a suspension of performance under this Paragraph, through no fault of the Contractor, the City shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (a) demobilization and remobilization, including such costs paid to subcontractors;
- (b) preserving and protecting work in place;
- (c) storage of materials or equipment purchased for the Project, including insurance thereon;
- (d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

14. Termination by the City

The City may terminate this Contract in accordance with the following terms and conditions:

- a) The City for any reason whatsoever, may terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. Unless otherwise advised by the City, the Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the City or its designee. The Contractor shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:
 - (1) The Contractor shall submit a termination claim to the City and the Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City or the Engineer. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;
 - (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or nonsequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed,

- no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph (A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(b) If the Contractor does not perform the work, or. any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the City, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of the Contractor is terminated by the City for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph A) and the provisions of Subparagraph (A) shall apply.

15. Dispute Resolution.

Any and all disputes concerning this Agreement, the performance of work, and/or any other contract documents including but not limited to requests for additional compensation or extension of the contract completion date shall be resolved as follows and as set forth in Section 10 of the General Conditions:

- (a) Notice of a claim or request shall be submitted to the City Director of Administration and City Engineer within seven (7) calendar days after the initial acts giving rise to the claim. At such time, the Contractor shall provide all information including costs or anticipated costs or time extensions. If the costs or time extension is not currently known, Contractor shall note same and shall provide updates every thirty (30) days until the claim is fully ready for analysis and consideration by the City. In connection with the claim submission, Contractor shall also provide supporting documents and proof for its claim or request for extension of time.
- (b) The City shall have up to forty-five (45) days to consider and determine any and all such claims or requests for extension of time, after it has been fully submitted. Contractor shall

take no further action in connection with the claim or request until either the City has issued a decision or forty-five (45) days has passed. During the pendency of such claim, Contractor shall continue to fully perform on the Project unless otherwise advised by City.

- (c) The City shall issue a written decision within forty-five (45) days, of receipt of the complete claim or request from the Contractor.
- (d) If Contractor is not satisfied with the City's determination, it has the final option to file legal proceedings with the appropriate court within Wayne County, Ohio. Contractor shall not proceed to litigation in Wayne County court until and unless it has exhausted all administrative remedies as set forth herein.

16. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

17. Amendments.

Any amendments to this Agreement and/or any other contract document must be writing entered into by the Contractor and City in accordance with the City's provisions for entering into contracts. No amendment to this Agreement and any other contract documents shall be valid unless it is in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

CITY OF WOOSTER, OHIO

<u>ATTEST:</u>	By: Joel Montgomery, P.E. Director of Administration
ATTEST:	Contractor:
	Ву:
	Title:
	Address:
	Phone:

LEGAL OFFICER'S CERTIFICATE Project Identification: The foregoing Agreement between the City of Wooster, Ohio, (City) and ______ (Contractor) is approved as to form. Date John A. Scavelli, Director of Law

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT STATE OF COUNTY OF **BID IDENTIFICATION** The undersigned, being first duly sworn, having been awarded a contract by the City of Wooster, Wayne County, Ohio for hereby affirms, pursuant to Section 5719.042 of the Ohio Revised Code that, at the time the Bid was submitted the company (was) (was not) charged with delinquent personal property taxes of the General Tax List of Personal Property for Wayne County, Ohio. If such charge for delinquent personal property taxes exists on the General Tax List of Personal Property for Wayne County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties shall be set forth below. A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted. Delinquent Personal Property Tax: \$ Penalties: \$_____ Interest: \$____ Signed: Title Name Subscribed and sworn to before me this ______ day of _______, 20____. **NOTARY SEAL**

Notary Public

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersign	ned,
as principal and	
as sureties, are hereby held and firmly bound unto the City of W sum of	
for payment of which well and truly to be made, we hereby joint ourselves, our heirs, executors, administrators, successors and a	
Signed this day of	20
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT, who	ereas the above
named principal did on the day of enter into a contract with the City of Wooster, Ohio, which said of of the bond and the same as though set forth herein;	, 20, contract is made a part
Now, if the said principal shall well and faithfully do the things ag according to the term of said contract, and shall pay all lawful clalaborers, for labor performed and material furnished in the carry said contract; we agreeing and assenting that this undertaking shallaborer having a just claim as well as for the obligee herein; then same shall remain in full force and effect; it being expressly undersurety for any and all claims hereunder shall in no event exceed the stated. The said surety hereby stipulates and agrees that no most the terms of the said contract or in or to the plans or specificate obligations of said surety on its bond.	aims of sub-contractors, material-men and ying forward, performing or completing of all be for the benefit of any material man of this obligation shall be void; otherwise the erstood and agreed that the liability of the penal amount of this obligation as hereing difications, omissions or additions, in or to
WITNESS:	
	Principal

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION G

CERTIFICATIONS

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION H MISCELLANEOUS CONTRACT FORMS

NOTICE OF AWARD

To:
The City of Wooster, Ohio, having considered the Bid submitted by you for 2024 SANITARY SEWER LINING in response to the Advertisement for Bids dated and in the amount of \$ does hereby notify you that your bid has been accepted.
The following variations from the Specifications and Bid Instructions have been allowed:
Delivery shall be on or before the period established in the bidding documents.
You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar days of the date of this Notice, the City of Wooster will be entitled to consider all of its rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Wooster will also be entitled to such other rights as may be granted by law.
City of Wooster, Ohio
By: Date: Joel Montgomery, P.E. Director of Administration
Acceptance of Notice of Award
Receipt of the above Notice of Award is hereby acknowledged by
this day of, 20
By:
Name:
Title:

NOTICE TO PROCEED

To: _	Date:	
	Project:	
	hereby to commence WORK in accordance with the Agreement of	
	and you are to complete the WORK within consecutive calendar days there	
The date	of completion of all WORK is therefore, 20	•
	Owner: City of Wooster	
	Joel Montgomery, P.E. Director of Administration	
	ACCEPTANCE OF NOTICE	
Receipt o	the above NOTICE TO PROCEED is hereby acknowledged	
by	,	
on this _	day of, 20	
Ву:		
Name &	tle:	

NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT PURSUANT TO REVISED CODE §1311.252

	te of Ohio)) ss:				
Cou	inty of Wayne)				
	Joel Montgomer	y, P.E. (the "Affiant'	"), being first duly	sworn, says that:		
1.	Affiant is the <u>Directo</u> 44691-7082 (the "Pu		of the <u>City of Woo</u>	ster, 538 N. Marke	t St., P.O. Box 1128, Woost	er, Ohio
2.	The Public Authority number)	will be commencing	g a public improve	ment identified as	s follows: <u>(</u> name, location,	and any
3.	The following lists the improvement:	he name, address a	and trade of each	of the principal of	contractors working on thi	s public
NAN		ADDRESS	ד	⁻ RADE	DATE OF FIRST EXECUTE CONTRACT FOR THE PUBLIC IMPROVEMENT	
4.	The following lists th	e names and addre	sses of the sureties	s for all of those p	rincipal contractors:	
PRII	NCIPAL CONTRACTOR		NAME OF SURETY	<u> </u>	ADDRESS OF SURETY	
5.		Public Authority: J	oel Montgomery,		ice may be made upon the fo	_
			F	URTHER AFFIANT	SAYETH NAUGHT.	
				oel Montgomery, Director of Admini		
	SWORN TO before m	ne and subscribed in	my presence this	day of	, 20	
[SE/	AL1		-	Notary Pub	blic	

MAINTENANCE AND GUARANTEE BOND

(Project name)

KNOW ALL BY THESE PRESENTS, that			, as	Principal, and
		as	Surety, are held and	firmly bound
into the <u>City of Wooster</u> as Owner, in the sum of _				
), goo	
money of the United States of America, to be paid bayment well and truly to be made, we bind oursely and each and every one of them jointly and several	es, our heirs,	executors, adminis	_	
WHEREAS, the Principal has entered into a certa, 20 for construction of (herei	in written co	ontract with the (Owner, dated the	day of
herei. Specifications, shall be deemed a part hereof as ful	nafter called ly as if set out	d the Contract) herein.	which Contract,	including
NOW, THEREFORE, the condition of this obligation is warranty requirements of the Contract, and shall, or all defects in materials or workmanship in the said was bubstantial completion of the Contract, or shall padamage which Owner may sustain by reason of fail and void; otherwise to remain in full force and	n due notice, i vork which m ay over, make ure or default	repair and make go ay develop during good and reimbu	ood at its own expended the two year perion arse to the Owner	nse any and od following all loss and
This warranty shall be in effect from the day of	f, 20_	through the	day of	, 20
The responsibilities of the CONTRACTOR for operatiguarantees shall include: <u>All contract items</u>	-		s, insurance and war	rranties and
PROVIDED, that Owner shall provide 30 days' notice repairs to any defects in materials or workmanship is those repairs which it reasonably determines to be	in the said wo	rk. However, the	Owner may make ir	_
No claim, suit, or action by reason of any default of tone year from the end of the maintenance period a	-	_	reunder after the e	xpiration of
N WITNESS WHEREOF, the parties hereto have authorized officers this day of		nstrument to be	executed by their	respective
WITNESS			_	
	Ву:			
NITNESS				
	Ву:	A + +		
hereby approve the form and correctness of the fo	oregoing bond		y-in-Fact	
	Owner	's Legal Counsel		

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT		
DATE OF ISSUANCE		
OWNER	CITY OF WOOSTER, OHIO	
PROJECT NO.		
CONTRACTOR		
ENGINEER	DIVISION OF ENGINEERING	
This Certificate of Subst	tantial Completion applies to all Work under the Contract Documents or to the follow f.	wing
	CITY OF WOOSTER, OHIO OWNER	
And To	CONTRACTOR	
	nis Certificate applies has been inspected by authorized representatives of OWN GINEER, and that Work is hereby declared to be substantially complete in accorda uments on DATE OF SUBSTANTIAL COMPLETION	
the failure to include an accordance with the Co	s to be completed or corrected is attached hereto. This list may not be all-inclusive, in item in it does not alter the responsibility of CONTRACTOR to complete all the Woontract Documents. The items in the tentative list shall be completed or corrected days of the above date of Substantial Completion.	rk in
EJCDC No. 1910-8-D (19 Prepared by the Engine Contractors of America	eers Joint Contract Documents Committee and endorsed by The Associated Gen	ıeral
operation, safety, main	rantial Completion the responsibilities between OWNER and CONTRACTOR for secuntenance, heat, utilities, insurance and warranties and guarantees shall be as follows: RESPONSIBILITIES	

The following documents are attached to and made a part of this Certificate:
[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.
CONTRACTOR accepts this Certificate of Substantial Completion on, 20
CONTRACTOR
By:(Authorized Signature)
OWNER accepts this Certificate of Substantial Completion on, 20
CITY OF WOOSTER – DIVISION OF ENGINEERING OWNER
By:(Authorized Signature)

++ END OF CERTIFICATE OF SUBSTANTIAL COMPLETION ++

		CITY OF WC 2024 Sanitary S PARTIAL PAYMEN	ewer Lining						
CONTRA	ONTRACTOR: NO								
ESTIMA	TE FOR PER	IOD FROM		то		<u>-</u>			
A.	A. SCHEDULE OF ORIGINAL CONTRACTOR WORK PERFORMED TO DATE								
	ODOT			NTRACT A			TED TO DATE		
NO.	ITEM	DESCRIPTION	QUANTITY	UNIT	BID PRICE	QUANTITY	TOTAL CO	ST	
1	614	MAINTAINING TRAFFIC	1	LS			\$	-	
2	624	MOBILIZATION	1	LS			\$	-	
3	659	SEEDING AND MULCHING	1	LS			\$	-	
4A	SPECIAL	8" CURED-IN-PLACE PIPE REHABILITATION	11,742	FT			\$	-	
4B	SPECIAL	12" CURED-IN-PLACE PIPE REHABILITATION	152	FT			\$	-	
4C	SPECIAL	15" CURED-IN-PLACE PIPE REHABILITATION	1,019	FT			\$	-	
4D	SPECIAL	24" CURED-IN-PLACE PIPE REHABILITATION	56	FT			\$	-	
5	SPECIAL	REINSTATE LATERAL	135	EACH			\$	-	
					ORIGINAL WORK RMED TO DATE		\$	_	

B. SCHEDULE OF CHANGE ORDER WORK PERFORMED TO DATE

List every change order issued to the date of this estimate even if no work has been done under one or more of such orders.

CHANG	GE ORDER		CHANGE ORDER AMOUNTS		COMPLI	ETED TO DATE
NO.	DATE	DESCRIPTION	ADDITIONS (1)	DELETIONS (2)	%	TOTAL (3)
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
	,	COLUMN TOTALS	\$ -	\$ -		\$ -

	(a)	Original Contract Amount		=				
	(b)	Plus: Change Order Additions (Total Section B, Column 1)		=	\$ -			
	(c)	Less: Change Order Deletions (Total Section B, Column 2)		=	\$ -	_		
	(d)	Adjusted Total Contract Amount to date		=	\$ -	_		
	(-)				<u> </u>	_		
D.	WORK	PERFORMED TO DATE						
	(e)	Cost of Original Contract Work Performed to Date (Total Section A)		=	\$ -			
	(f)	Change Order Work Performed to Date (Total Section B, Column 3)		=	\$ -	_		
	(g)	Total Cost of Work Performed to Date		=	\$ -	_		
	(h)	Less: Amount Retained in Accordance with Contract Terms				_		
	. ,	(8% of the First 50% of Item d)		=	\$ -			
	(i)	Net Amount Earned on Contract Work to Date		=	\$ -	_		
	(j)	Materials Stored at Close of this Period		=				
	(k)	Less: Amount Retained in Accordance with Contract Terms (8%)		=	\$ -	=		
	(I)	Net Amount of Materials Stored		=	\$ -	_		
	(m)	Subtotal of (i) Plus (I)		=	\$ -	_		
		Less: Amount of Previous Payments		=	Ψ -			
	(n)	BALANCE DUE THIS PAYMENT		=		\$ -	1	
	(o)	BALANCE DUE THIS PATIVIENT		-		Φ -		
E.	CONTR	ACT PROGRESS						
	(p)	Original Completion Date		=		_		
	(p)	Revised Completion Date		=				
	(r)	Percentage of Contract Time Elapsed		=		%		
	(s)	Estimated Percentage of Construction Work Completed		=		- %		
	(t)	Construction Progress on Schedule ?				YES		NO
CON	I hereby and/or n	CERTIFICATION To certify that to the best of my knowledge and belief, all items and amounts that the control of the reference of the referenc	d contract, and/	or duly au	thorized deviations, sub	estitutions, altera	tions,	
	and/or a	additions; and that the foregoing is a true statement of the contract amount	t up to and inclu	iding the I	ast day of the period co	vered by this est	mate.	
			CONTRACT	OR :				
			BY:		-			
			NAME :					
			TITLE :	-				
			DATE:					
			DATE:				_	
OITY	OF WOODT	ER APPROVAL						
CIIY	OF WOOS	ER APPROVAL	BY:					
					la.	hn Dies DE		
			NAME :			hn Rice, PE		
			TITLE :		Ci	ty Engineer		
			DATE :				_	
			P.O. #(s):					

C.

CONTRACT AMOUNT TO DATE

CHANGE ORDER

	No.
PROJECT:	
DATE OF ISSUANCE:	EFFECTIVE DATE:
OWNER: CITY OF WOOSTER	
ENGINEER: DIVISION OF ENGINEERING	
CONTRACTOR:	
You are directed to make the following changes in the Co	ntract Documents.
Description:	
Peacen for Change Order	
Reason for Change Order:	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT COMPLETION DATE:
Original Contract Price	Original Contract Final Completion Date:
\$	
Net changes from previous Change Order No to No to	Net changes from previous Change Orders
\$	Days:
Contract Price prior to this Change Order	Completion Dates prior to this Change Order:
\$	Contract Final Completion Date:
Net Increase of this Change Order	Net Time Extension of this Change Order:
\$	Days:
Contract Price with all approved Change Orders	Contract Completion Dates with all Approved Change Orders:
\$	Revised Contract Final Completion Date:
APPROVED:	ACCEPTED:
Ву:	Ву:
Date:	Date:

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

I,	
(Name of person signing affidavit)	(Title)
do hereby certify that the wages paid to all employ	yees of
	(Company Name)
for all hours worked on the:	
(Pro	oject and Location)
·	
project, during the period from	t0
I further certify that no rebates or deductions have any wages paid in connection with this project, other connection with this project, other certifies and the connection with this project, other certifies and the certifies are connected as a connection with this project, other certifies and the certifies are certified as a connection with this project, other certifies are certified as a connection with this project, other certifies and certifies are certified as a connection with this project, other certifies are certified as a connection with this project, other certifies are certified as a connection with this project, other certifies are certified as a connection with this project, other certifies are certified as a connection with this project, other certifies are certified as a connection with the certi	·
	(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 or 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.

CONTRACTORS AFFIDAVIT

Waiver of Liens / Attested Accounts

STATE OF)		
County of) ss		
The undersigned,	-	
hereby represents that on contract by the City of Wooster, Ohio hereinafter ca	he (it) <u>was awarded</u> a alled the Owner, for the installation or construction of	
in accordance with the terms and condition of the C work for which payment is requested under the said	Contract; and the undersigned further represents that the s d contract has now been completed.	ubject
contract has been fully paid or satisfactorily secured material used in accomplishing the said project, as contract, have been fully paid or satisfactorily settle	rifies that all of his (its) indebtedness arising by reason of the contractors and others for lab well as all other claims arising from the performance of the contractors and other claims arising from the performance of the contractor of the cont	or and ne said should
hereby waive, release and relinquish any and all clai	ion, the receipt of which is hereby acknowledged, does f ims or right of lien and/or attested accounts which the under premises for labor and material used in accomplishing said p	signed
This affidavit is freely and voluntarily give, A.D. 20	en with full knowledge of the facts, on this	day of
	Contractor	
	Ву	
	Title	
Subscribed and sworn to before me this	day of,	
in the year of our Lord, 20		
(Seal)	Noton Dublic	
	Notary Public	
My Commission Expires		

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION I GENERAL CONDITIONS

Table of Contents For General Conditions

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1	Guarantee & Warranty	16	Assignment
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GENERAL CONDITIONS

1. GUARANTEE AND WARRANTY

The Contractor shall guarantee and warrant all equipment for two (2) years from the date of the completion of the installation. All faulty installations shall be repaired within the warranty period by the contractor at no expense to the City.

2. PAYMENTS

The contractor shall prepare and present to the City a Payment Request. Payment Requests may be submitted at anytime but not more often than once per month.

Said Payment Request shall be in such format and shall include supporting information as may be required by the City. Payment Requests may include request for payment of labor and materials properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site less the total amount of previous payments received from the City. Any payment on account of stored materials will be subject to the Contractor providing written proof that the City has title to such materials. Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, all other contract documents and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Director shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract.

The amount of each such payment shall be the amount approved for payment by the Director less retainage of 8% for the first 50% of work completed and less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Administrator's approval of the Contractor's Payment Requests shall not preclude the City from the exercise of any of its rights. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the City has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the City, also furnish to the City properly executed waivers of lien or attested accounts, in a form acceptable to the City, from all subcontractors, materialmen, suppliers or others having lien or attested account rights, wherein said subcontractors, materialmen, suppliers or others having lien or attested account rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights, attested accounts, attested account rights, or other claims relating to the Project. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the City.

The unit price, as bid, shall be full compensation for all work performed according to these specifications.

The City shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

- (a) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract and all other contract documents;
- (b) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
- (c) The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
- (d) The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

- (e) Claims made, or likely to be made, against the City or its property;
- (f) Losses caused by the Contractor's failure or refusal to perform any of its obligations to the City;

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 2, the Contractor shall promptly comply with such demand.

In the event the City becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier as provided herein, the City shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract, and all contract documents.

3. BONDS AND INSURANCE

3.1 Performance and Other Bonds:

Contractor shall furnish performance and payment bonds in an amount equal to One Hundred Percent (100%) of the contract award amount as security for the faithful performance and payment of all Contractor's obligations under Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is made, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and as authorized to issue surety bonds in the State of Ohio by the Superintendent of the Ohio Department of Insurance. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety of any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its rights to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 3.1 Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to City.

3.2 Bid Bonds

Bid security shall be in an amount not less than ten percent (10%) of the total amount bid. All bonds shall meet the requirements of O.R.C. Section 153.571, and as specified in these Contract Documents. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and as authorized to issue surety bonds in the State of Ohio by the Superintendent of the Ohio Department of Insurance.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, City may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening. Others will be returned after successful award to a bidder.

4. INSURANCE

4.1 Contractor's Liability Insurance:

Contractor shall purchase and maintain such Commercial General Liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

Claims under worker's disability benefits and other similar employee benefit acts, damages because of bodily injury, occupational sickness, disease, or death of Contractor's employees;

Claims for damages because of bodily injury, property damage, personal injury, sickness or disease, or death of any person other than Contractor's employees which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

Claims arising out of operation of Laws and Regulations for damages because of bodily injury or death of any person or for damage to property.

The insurance required by this Section shall include the specific overages and be written with limits of liability not less than One Million Dollars (\$1,000,000 each occurrence). The Commercial General Liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to City by certified mail and shall contain an endorsement naming City of Wooster as Additional Insured with respect to Contractor's work performed pursuant to this agreement. All such insurance shall remain in effect during the term of the contract.

The risk of loss within the deductible amount will be borne by Contractor, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

4.2 Contractual Liability Insurance:

The Commercial General Liability insurance required will include contractual liability insurance applicable to Contractor's obligations.

4.3 City's Liability Insurance:

City shall be responsible for purchasing and maintaining City's own liability insurance and, at City's option, may purchase and maintain such insurance as will protect City against claims which may arise from operations under the Contract Documents.

City shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors or others in the Work.

4.4 Builder's Risk Insurance:

City may obtain and maintain builder's risk property insurance during the project in a form acceptable to it for the full

costs of replacement at the time of any loss as set forth herein. This insurance shall include as additional insureds, the Contractor, Subcontractors and material suppliers working on the Project. This insurance shall include all risk insurance for physical loss for damage including without duplication of coverage at least theft, vandalism, malicious mischief, flood, earthquake, tornado, Acts of God and other related matters. Owner may increase the limits of coverage if necessary to reflect estimated replacement costs. This insurance shall be written without a co-insurance clause. Owner shall be solely responsible for any deductible amounts.

4.5 Waiver of Rights:

City and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to requirements herein and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of City, Contractor, and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by City as trustee or otherwise payable under any policy so issued.

City and Contractor intend that any policies provided in response to requirements herein shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by any Subcontractor, Contractor will obtain the same.

4.6 Receipts and Application of Proceeds:

Any insured loss under the policies of insurance required herein will be adjusted with City and made payable to City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. City shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

City as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to City's exercise of this power. If such objection be made, City as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, City as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

4.7 Acceptance of Insurance:

If City has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, City shall notify Contractor in writing thereof within ten days of the date of delivery of such certificates to City. If Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by City on the basis of their not complying with the Contract Documents, Contractor shall notify City in writing thereof within ten days of the date of delivery of such certificates to Contractor. City and Contractor shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by City or Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

5. ESTIMATED QUANTITIES

The Contractor agrees that the estimated quantities are only for the purpose of comparing the bids offered for the work under this Contract, and further agrees that he will make no claim for anticipated profits or loss of profits because of a

difference between the quantities of the various classes of work actually furnished and the said estimated quantities; and he agrees that the City shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to vary from the quantities shown, and that the City may, without alteration or modification of this Contract, increase, decrease, or omit the amount of any class or portion of the work as may be deemed necessary.

6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is anticipated that a "Notice to Proceed" will be issued within ten days of execution of the Contract Agreement. All work shall be complete by the date designated on the Notice To Proceed.

The Contractor shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project by the above specified date.

The Contractor shall pay the City the sum of Eight Hundred Fifty Dollars (\$850) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the City:

- a) To any preference, priority or allocation order duly issued by the City;
- b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- c) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs a) and b) of this article.

When Substantial Completion has been achieved, the Contractor shall notify the City in writing and shall furnish to the Engineer a listing of those matters yet to be finished. The Director or his designee will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Director will so notify the City and Contractor in writing and will therein set forth the date of Substantial Completion. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, and the tender of all closeout documents from Contractor to City including if applicable waivers of liens or attested accounts, operation and maintenance manuals, written guarantees and other necessary documents, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any amounts attributable to liquidated damages, together with the reasonable costs as determined by the City for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims.

If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the Engineer, the Project is at a level of completion in strict compliance with this Contract such that the City or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or

occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;

All limitations of time set forth herein are material and are of the essence of this Contract.

7. FINAL COMPLETION

When the Project is finally complete it shall notify the City in writing. Thereupon, the Director will perform a final inspection of the Project. If the Director confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the City hereunder, the Director will furnish a final Approval for Payment to the City certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Prior to completion, Contractor shall deliver to City two sets of as-built documents making all necessary modifications to the plans and specifications to reflect as-built conditions of the Project

8. CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instructions has been corrected, no longer exists, or the City instructs that the work may resume. In the event the City issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the City. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

9. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the City, the Contractor shall be responsible for such work and pay the cost of correcting same;

All work shall strictly conform to the requirements of this Contract; the work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;

The Contractor warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract and the contract documents. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;

The Contractor shall obtain and pay for all required permits, fees and licenses. The Contractor shall comply with all legal requirements applicable to the work;

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. The Contractor shall give written notice to the City of key supervisory personnel assigned by the Contractor to this Project, and shall not change them without notice to the City and approval by the City.

The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work.

The Contractor will supervise and direct the work and shall be solely responsible for the means, methods, techniques,

sequences and procedures of construction.

The Contractor agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of The City of Wooster, and will not, by reason of any relationship with The City of Wooster, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the City, including but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage or retirement membership or credit.

10. CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the City are subject to the following terms and conditions and as outlined in Section 15, Dispute Resolution, of the Agreement:

- (a) All Contractor claims against the City shall be initiated by a written claim submitted to the City. Such claim shall be received by the City no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim:
- (b) The Contractor and the City shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;
- (c) In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor;
- (d) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the City or someone acting in the City's behalf, or by City-authorized Change Orders, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the City upon the written claim of the Contractor to the City and the Engineer. A task is critical within the meaning of this Subparagraph if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements herein. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

11. <u>TAXES</u>

The Contractor will pay all sales, consumer, use and other similar taxes required by law unless otherwise exempt from doing so.

12. CHANGE ORDERS AND CHANGES TO WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by Change Order..

The City Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the City unless the Contractor believes that such Field Order entitles him to a change in Contract Price or time, or both, in which event he shall give the City Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved

- (b) An agreed lump sum price including but not to exceed fifteen percent (15%) for general Overhead and profit.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the WORK to cover the cost of general overhead and profit.

13. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all work rejected by the City for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement WORK shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written Notice, the Owner may remove such work and store materials and all such removal and storage costs shall be at the expense of the Contractor.

14. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

15. AFFIRMATIVE ACTION

The Contractor commits itself to the goals for minority manpower utilization, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the implementation of the requirements, terms and conditions of these bid conditions.

16. ASSIGNMENT

- A. The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract, contract documents or any portion thereof, or of its right, title, or interest therein, or its obligations thereunder without prior written approval of the Owner.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contractor without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

17. PREVAILING WAGE

The successful contractor and all subcontractors will be required to pay laborers on the job in accordance with the State of Ohio, Ohio Bureau of Employment Services Wage Determination included herein.

The Prevailing Wage Program is administered by Amy Hamilton, 538 N Market Street, Wooster, OH 44691.

If any principal contractor or subcontractor appears on a list of violators as filed with the Secretary of State pursuant to Ohio Revised Code Section 4115.133, they are not qualified to bid on this project if within two years of the date of your conviction.

18. OWNER

The terms City, City of Wooster and Owner are interchangeable throughout the contract documents and each term shall mean each of the others.

19. OWNERSHIP OF DOCUMENTS

- a. Upon the making of final payment, the Owner shall receive and obtain ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information prepared, provided or procured by the Contractor used on this Project and Contractor grants to Owner the right to use all such documents, drawings, specifications, electronic data and information in furtherance of any needs or services related to the Project.
- b. If this Agreement is terminated for convenience, the Owner shall receive ownership of the property rights, except for copyrights, of the Contractor's documents upon payment for all work performed in accordance with this Agreement, at which time the Owner shall have the right to use, reproduce and make derivative works from the Contractor 's documents to complete the work. Contractor represents that it will not copyright its own design drawings or specifications or alternatively, if it does copyright its design drawings and specifications, it grants to Owner the absolute right to use the design drawings and specifications to complete the Project following a termination of Contractor's services.
- c. If Contractor breaches any of its contractual obligations herein, Owner shall be entitled to take possession and ownership of the property rights, except for copyrights, of the Contractor's documents and shall have the right to use, reproduce and make derivative works from the Contractor's documents to complete the work. Contractor represents that it will not copyright its drawings and/or specifications or alternatively, if it does copyright such drawings and specifications, it grants to Owner the right to use the drawings and specifications to complete the Project, under these circumstances.
- d. The Owner may use, reproduce and make derivative works from the Contractor's documents or as-built documents for subsequent renovation and remodeling of the work but shall not use, reproduce or make derivative works from the Contractor's documents or as-built documents for other projects without the written authorization of the Contractor.
- e. The Contractor shall obtain from its subcontractors and consultants all necessary property rights and rights of use that correspond to the rights given by the Contractor to the Owner in connection with the Contractor's documents as set forth in this Agreement.
- f. The Owner's use of the Contractor's documents without the Contractor's involvement or on other projects is at the Owner's sole risk.

20. NOTICE OF COMMENCEMENT

To the extent required by law, Owner shall prepare a Notice of Commencement which Contractor will make readily available to all subcontractors and suppliers performing work or providing supplies to the Project. Contractor shall also maintain a copy of the Notice of Commencement at the job site.

21. SAFETY OF PERSONS AND PROPERTY

a. Contractor shall have overall responsibility for safety precautions and programs in the performance of its work on the Project and the work of its subcontractors and suppliers. If requested, Contractor shall

erect a construction fence around the work site to prohibit public access to the construction Project site.

- b. Owner and Contractor recognize and acknowledge that the provisions of this Agreement providing for Contractor to have overall responsibility for safety precautions and programs in the performance of the Project, including the work of its subcontractors, does not relieve such subcontractors or suppliers of their own responsibility for the safety of persons or property in the performance of their own work, nor for compliance with the provisions of applicable laws and regulations.
- c. Contractor shall seek to avoid injury and loss or damage to persons or property by taking reasonable steps to protect employees and other persons at the Project site, materials, supplies and equipment stored at the Project site, the Project and all property located at the work site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the work.
- d. Contractor shall maintain a drug-free and alcohol-free work place and require same of its subcontractors, architects, engineers and consultants. Contractor affirms that it will have a zero tolerance policy regarding illegal drug use or alcohol use by its workers and the workers of its subcontractors, architect, engineers and consultants, while performing any work in furtherance of the Project.
- e. Contractor shall designate an individual at the work site in the employ of the Contractor who shall act as its designated safety representative with the duty to prevent accidents. Unless otherwise identified by the Contractor in writing to the Owner, the designated safety representative shall be the Project Superintendent of the Contractor. Contractor will report immediately in writing all accidents or injuries occurring at the work site to the Owner's designated representative. If the Contractor is required to file an accident report with a public authority, Contractor shall furnish a copy of the report to the Owner's representative.
- f. Contractor's safety program shall comply with the requirements of all governmental and quasi-governmental authorities having jurisdiction over the work.
- g. If the Owner deems any part of the work or work site unsafe, the Owner, without assuming any responsibility or liability for the Contractor's safety program, may require the Contractor to stop the performance of the Project or take corrective actions satisfactory to the Owner, or both. If the Contractor does not adopt such corrective measures, the Owner may perform them and deduct the cost of the corrective measures from the amount paid or due and owing to Contractor. Contractor agrees to make no claim for damages or an increase in compensation based upon the compliance or noncompliance with the Owner's reasonable request.

22. EACH PARTY'S REPRESENTATIVE.

Each party shall designate a person who shall be their authorized representative. Such representatives shall have authority to speak for and bind the Contractor and/or Owner although it is acknowledged that there will be circumstances in which such representative will need to consult with his or her home office before making binding decisions.

23. HAZARDOUS MATERIALS

a. A hazardous material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup. Contractor shall not be obligated to commence or continue work until any hazardous material discovered at the work site has been removed, rendered or determined to be

harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

- b. If after the commencement of the Project, hazardous material is discovered at the work site, the Contractor shall be entitled to immediately stop work in the affected area. Contractor shall report the condition to the Owner, the architect and if required, the government agency with jurisdiction.
- c. Contractor shall not be required to perform any work relating to or in the area of hazardous materials without written mutual agreement between Contractor and Owner.
- d. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effects upon the work. Contractor shall resume work in the area affected by any hazardous material only upon written agreement between the parties after the hazardous material has been removed or rendered harmless and only after approval, if necessary, of the appropriate governmental agency with jurisdiction.
- e. Material safety data sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Project, whether obtained by the Contractor, subcontractors, sub subcontractors, Owner or others, shall be maintained at the Project by the Contractor and made available to the Owner and subcontractors upon request.
- f. During Contractor's performance of the Project, Contractor shall be responsible for the proper handling of all materials brought to the work site by the Contractor.
- g. The terms of this Section shall survive the completion of the Project under this Agreement and/or any termination of this Agreement.

24. MECHANICS' LIENS AND/OR ATTESTED ACCOUNTS

If an Affidavit for Mechanics' Lien, Mechanics' Lien Affidavit for Attested Account or Attest Account is filed on the Project or against the Property of the Owner, by any subcontractor, sub subcontractor, material supplier or other entity, Contractor will cause the lien to be released within 30 days after notice from Owner to do so. Contractor will bond off the lien if necessary in order to accomplish its release. Contractor will hold Owner harmless, defend and indemnify Owner for any and all costs, including attorney's fees, incurred by Owner as a result of an Affidavit for Mechanics' Lien, Affidavit of Attested Account, Mechanics' Lien or Attested Account filed on the Project or property of the Owner.

25. <u>SEVERABILITY</u>

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision of this Agreement. Any provision deemed invalid shall be modified so as to achieve the intent of the Parties.

26. NO WAIVER OF PERFORMANCE

The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

27. TITLES AND GROUPINGS

The titles given to the Sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the Sections in this Agreement and the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, use of paragraphs or use of headings be construed to limit any provisions.

28. TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence of the Agreement. By executing this Agreement, Contractor confirms that the time limits set forth in this Agreement are reasonable.

29. <u>ELECTRONIC AND FAX DOCUMENTS</u>

All electronic and fax copy documents used on the Project or for any means related to the obligations of either Party to this Agreement shall have the full force and effect as an original document.

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION J SUPPLEMENTARY GENERAL CONDITIONS

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SUPPLEMENTARY GENERAL CONDITIONS

1. DEFINITIONS

- **1.1** Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- **1.2 ADDENDA** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- **1.3 BID** The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER Any person, firm, or corporation submitting a BID for the WORK.
- **1.5 BONDS** Bid and Contract Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- **1.6 CHANGE ORDER** A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 INTENTIONALLY OMITTED

- **1.8 CONTRACT PRICE** The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- **1.9 CONTRACT TIME** The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR The person, firm or corporation with whom the OWNER has executed the Contract.
- **1.11 DRAWINGS** The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY ENGINEER.
- **1.12 CITY ENGINEER** The representative of the City of Wooster Division of Engineering, and general representative of the OWNER in all construction administration matters, but also referred to as the Director of Administration unless otherwise advised, the terms Director of Administration and City Engineer shall be interchangeable.
- **1.13 FIELD ORDER** A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the CITY ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- **1.15 NOTICE TO PROCEED** Written communication issued by the OWNER to the CONTRACTOR authorizing it to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 INTENTIONALLY OMITTED

- **1.17 PROJECT** The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- **1.18 RESIDENT PROJECT REPRESENTATIVE** The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

- **1.19 SHOP DRAWINGS** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, SUBCONTRACTOR, MANUFACTURER, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- **1.20 SPECIFICATIONS** A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- **1.21 SUBCONTRACTOR** An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK.

1.22 INTENTIONALLY OMITTED

- **1.23 SUPPLEMENTARY GENERAL CONDITIONS** Modifications to General Conditions and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- **1.24 SUPPLIER** Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- **1.25 WORK** All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- **1.26 WRITTEN NOTICE** Any notice to any party of the Contract relative to any part of this Contract in writing and considered delivered in the service thereof completed, when posted by certified or registered mail to said party at its last given address or delivered in person to said party or its authorized representative on the work, or tendered by facsimile if receipt is shown to demonstrate that the recipient received it and/or by email if the email is either acknowledged as received by the recipient, or there is other proof of its receipt by the recipient, such as a "read receipt" notification.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- **2.1** The CONTRACTOR may be furnished additional instructions and detail drawings, by the CITY ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- **2.2** The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- **3.1** The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- **3.2** Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
- 3.2.1 The dates at which special detail drawings will be required; and
- **3.2.2** Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- **3.3** The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- **4.1** The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- **4.2** In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- **4.3** Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the CITY ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- **5.1** The CONTRACTOR shall, at his own expense prior to the manufacture or fabrication of any materials which he is to furnish and which are not built from detailed designs furnished by the CITY ENGINEER, submit for approval of the CITY ENGINEER, four (4) complete sets of detailed SHOP DRAWINGS of such materials. These SHOP DRAWINGS shall be accurate and distinct and shall give all working dimensions, kinds of materials to be used, kinds of machine work and finish to be applied, and like information. These SHOP DRAWINGS shall, in general, pertain to such items as steel reinforcement, piping, electrical installations, valves, pumps, heating equipment, structural steel work, miscellaneous metal and wood work, and any other work similar to the above-mentioned items.
- **5.2** When submitted for the CITY ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- **5.3** One (1) set of SHOP DRAWINGS furnished by the CONTRACTOR will be returned after approval, the other three (3) sets being retained by the CITY ENGINEER. If required by the CITY ENGINEER, the SHOP DRAWINGS shall be revised and four (4) sets of revised SHOP DRAWINGS shall be furnished until the approval of the CITY ENGINEER has been obtained.
- **5.4** No work upon the manufacture or the fabrication of any materials shall be done until such approval by the CITY ENGINEER has been obtained. Furthermore, the approval of the SHOP DRAWINGS shall not be interpreted in any way to classify for payment for any particular work.

6. MATERIALS, SERVICES AND FACILITIES

- **6.1** It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- **6.2** Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- **6.3** Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- **6.4** Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the CITY ENGINEER or his designee.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or

the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- **7.1** All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not assigned to others by the Contract Documents.
- **7.3** The CONTRACTOR shall provide at his own expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- **7.4** If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the CITY ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the CITY ENGINEER the required certificates of inspection, testing or approval.
- **7.5** Inspections, tests or approvals by the CITY ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- **7.6** The CITY ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- **7.7** If any WORK is covered contrary to the written instruction of the CITY ENGINEER it must, if requested by the CITY ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- **7.8** If the CITY ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the CITY ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the CITY ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the CITY ENGINEER.

9. SURVEYS, PERMITS, AND REGULATIONS

9.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

- **9.2** The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- **9.3** Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the CITY ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract documents.

10. PROTECTION OF WORK, PROPERTY AND PERSONS

- **10.1** The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- **10.2** The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- **10.3** In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the CITY ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

11. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

12. SUBSURFACE CONDITIONS

- **12.1** The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
- 12.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT

- **12.1.2** Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- **12.2** The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

13. ASSIGNMENTS

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, or its obligations thereunder, without written consent of the Owner.

14. SEPARATE CONTRACTS

- 14.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- **14.2** The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- **14.3** If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

15. SUBCONTRACTING

- **15.1** The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- **15.2** The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- **15.3** The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of the SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- **15.4** The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

15.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

16. CITY ENGINEER'S AUTHORITY

- **16.1** The CITY ENGINEER and/or Director of Administration shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The CITY ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- **16.2** The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- **16.3** The CITY will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 16.4 The CITY shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

17. LANDS AND RIGHTS-OF-WAY

- **17.1** Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- **17.2** The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- **17.3** The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

18. GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of two (2) years from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Contract BOND shall remain in full force and effect through the guarantee period.

The following chart represents minimum bond amounts for the Maintenance and Guaranty Bond required at completion of the project. Final amounts will be established by the City Engineer based on project type and complexity.

Project Costs/Bond Amounts

Project Type	≤ \$100,000	> \$100,000 – \$500,000	≥ \$500,000	
Utility Projects	50%	25%	10%	
Roadway Projects	75%	50%	25%	
Mechanical/Equipment/ Building Projects	100%	75%	50%	

19. WORKING FACILITIES

- **19.1** The CONTRACTOR will be allowed the use of as much of the site designated for the proposed WORK as is necessary for his operations unless noted otherwise in the DRAWINGS, but he must provide all necessary access to public or private property, the cost of which shall be included in the prices BID for the various items of the WORK to be performed under this CONTRACT.
- **19.2** Whenever it is required as a part of this CONTRACT to perform the work within the limits of private property, or in public rights-of-way, such WORK shall be done in conformity with all permits and agreements between the OWNER and the owner of such private property or rights-of-way. Whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition, by the removal of rubbish and the grading of surplus materials and the restoration of said private property to the same general conditions as at the time of entry for WORK to be performed under this CONTRACT.

20. PROGRAM AND METHOD OF CONSTRUCTION

- **20.1** The CONTRACTOR shall comply with all provisions of "SPECIFIC SAFETY REQUIREMENTS OF THE INDUSTRIAL COMMISSION OF OHIO RELATING TO CONSTRUCTION," Current Edition, and the U.S. Department of Labor "Safety and Health Regulations for Construction" identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Part 1926 (formerly Part 1518) and subsequent amendments.
- **20.2** If, at any time before the commencement or during the progress of the WORK, or any part of it, such methods, features and appliances used or to be used, appear to the CITY ENGINEER as unsafe, insufficient or improper, he may order the CONTRACTOR to increase their safety or sufficiency, or to improve their character, and the CONTRACTOR shall conform to such orders; but the failure of the CITY ENGINEER to demand any increase of such safety, sufficiency, adequacy of any improvement shall not release the CONTRACTOR from his obligation to secure the safe conduct and quality of the WORK specified.

21. OWNERSHIP OF MATERIALS

Materials encountered in the WORK and required to be removed under this CONTRACT which are in a reusable condition as determined by the CITY ENGINEER including, but not limited to, items of equipment, piping, castings, valves, excavated materials, and electrical boxes and fixtures shall remain the property of the OWNER. All such materials which are not to be reused in the WORK shall be stored adjacent to the WORK by and at the expense of the CONTRACTOR and as directed by the CITY ENGINEER.

22. STORING OF MATERIALS

22.1 All materials required in the WORK may be stored on the project site, or on the right-of-way, sides of the roadway or

parking area of the streets or highways in which the WORK is to be constructed, or upon the street intersections adjoining thereto, if approved by the CITY ENGINEER, but all such materials, tools and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to property owners and traffic.

- **22.2** All fire hydrants must at all times be kept free and unobstructed and water and gas shut off boxes and underground power and telephone line manholes must be left uncovered by such materials.
- **22.3** Materials, tools and machinery shall not be piled or placed against trees. All materials, tools, machinery, etc., stored upon public thoroughfares, must be provided with warning lights or flares at night time to warn traffic of such obstructions.

23. MEASURES OF QUANTITIES

- **23.1** To aid the CITY ENGINEER in determining quantities, the CONTRACTOR shall, whenever so requested, provide scales, equipment and assistance for weighing of or measuring any of the materials. It is understood and agreed that a "ton" shall mean the short ton or two thousand (2,000) pounds.
- **23.2** Weights and measures of quantities for payment will be the actual weight or actual measure, and no special or trade or so termed customary allowances will be made, nor will any material which is lost or misplaced be included for payment.
- **23.3** Where WORK is to be paid for by units of length, area or volume, only the net amount of the WORK actually called for and completed, as it shall appear in the finished WORK shall be paid for.
- **23.4** For the estimating of quantities in which the computation of area or volume by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas or volumes.
- **23.5** The estimated quantities of the various classes of WORK to be performed under this CONTRACT are approximate, and are for the purpose of comparing, on a uniform basis, the BIDS offered.
- **23.6** Neither the OWNER nor the CITY ENGINEER are to be held responsible if, upon the completion of the WORK, the actual quantities are found to be greater or less than the estimated quantities. The CONTRACTOR shall make no claim for anticipated profits or loss of profits because of a difference between actual and estimated quantities.

24. LINES AND GRADES

- **24.1** All WORK under this CONTRACT shall be built in accordance with the lines and grades shown on the DRAWINGS or as given by the CITY ENGINEER. The CONTRACTOR will be required to furnish such materials and unskilled assistance as may be necessary for setting and preserving line and grade stakes.
- **24.2** The CONTRACTOR shall inform the CITY ENGINEER at least forty-eight (48) hours in advance of his need for line or grade stakes. It shall be the duty of the CONTRACTOR to carefully preserve all stakes and marks used or given by the CITY ENGINEER. When approved by the CITY ENGINEER, the CONTRACTOR may elect to use a laser beam as an alternative for horizontal and vertical control of sanitary sewers. The laser unit shall be set up in such a manner that the alignment of the beam is through the pipe directly on the centerline of the pipe or outside the pipe directly above and parallel to the centerline of the pipe. If the laser unit is set up on the centerline of the pipe, a blower shall be used to provide positive continuous air circulation within the pipe. A target shall be established on line and grade, to provide a method of checking the setting of the laser beam as construction progresses. The CONTRACTOR shall provide means to ensure the grade pole is plumb when checking pipe grade. The grade pole shall be set on the invert of the pipe when checking alignment and grade.
- **24.3** The figures given in the SPECIFICATIONS or upon the DRAWINGS after the word "Elevation" or an abbreviation of it, shall mean distances in feet above Mean Sea Level Datum.

25. WORK IN FREEZING WEATHER

Any WORK which may be subject to damage by frost shall be suspended during periods of freezing weather unless written authorization to proceed is obtained from the CITY ENGINEER. When WORK is authorized to proceed under such a condition, the CONTRACTOR shall provide approved facilities for heating the materials and protecting the finished work.

26. TEST HOLES

- **26.1** If the BIDDER desires to obtain information as to soil conditions, the OWNER will afford him an opportunity, at his own expense, to make borings or to dig test pits on the site of the WORK.
- **26.2** The location of such boring or test pits shall be subject to approval by the OWNER and all such borings and test pits shall be restored to a condition satisfactory to the OWNER.

27. NOTIFICATION OF UTILITIES

- **27.1** Before starting construction in any street or road, the CONTRACTOR shall notify all utility companies, in writing, of the date he proposes to begin his operations. Such notice shall be given sufficiently in advance to permit the utility companies to make adequate provisions for protecting their pipe lines, cables, poles, etc. One copy of the CONTRACTOR'S letter of notification shall be delivered to the CITY ENGINEER.
- **27.2** Where the CONTRACTOR'S operations endanger the security of any utility pole, he shall support such pole in a manner satisfactory to the CITY ENGINEER and shall notify the owner of the pole. The cost of supporting poles shall be paid by the CONTRACTOR.
- **27.3** The cost of any damages caused to utility company facilities shall be the responsibility of the CONTRACTOR.

28. SEWAGE, SURFACE AND FLOOD FLOWS

- **28.1** The CONTRACTOR shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling and properly disposing of any sewage, seepage, storm surface water and flood flows which may be encountered at any time during the construction of the WORK.
- **28.2** The manner of providing for these flows shall meet with the approval of the CITY ENGINEER, and the entire cost of said work shall be included in the price stipulated for the various items of the WORK to be performed under this CONTRACT.

29. USE OF STREETS

- **29.1** During the progress of the WORK, the CONTRACTOR shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the OWNER from any expense whatsoever due to his operations over said roadways and streets. The CONTRACTOR shall also provide free access to all fire hydrants, water and gas valves located along the line of his WORK.
- **29.2** Gutters and waterways must be kept open or other provisions made for the removal of storm water. The CONTRACTOR shall lay and maintain temporary driveways, bridges, and crossings, such as, in the opinion of the CITY ENGINEER, are necessary to reasonably accommodate the public.
- **29.3** In the event of the CONTRACTOR'S failure to comply with these provisions, the OWNER may cause the same to be performed and will deduct the cost of such WORK from any monies due or to become due the CONTRACTOR under this contract, but the performance of such WORK by the OWNER shall not release the CONTRACTOR from his general or particular liability for the safety of the public or the WORK.

30. OBSTRUCTIONS ENCOUNTERED

- **30.1** In addition to showing the structures to be built under this CONTRACT, the DRAWINGS show certain information obtained by the CITY ENGINEER regarding the pipes, conduits and other structures which exist along the lines of the WORK, both at and below the surface of the ground. The OWNER expressly disclaims any responsibility for the accuracy or completeness of the information given on the DRAWINGS with regard to existing pipes, conduits, or structures. If an interference is encountered at grade with pipes, conduits, or structures not shown on the plans or otherwise indicated, the authorized elimination of the interference shall be paid in accordance with Section 12, Change Orders and Changes to Work of the General Conditions, providing the CONTRACTOR has complied with the requirements of Section 12 of these special conditions.
- **30.2** The CONTRACTOR shall support and protect all pipes, conduits, and other structures which may be encountered during the construction of the WORK, and to make good all damages done to such pipes, conduits, and other structures as provided in these SPECIAL CONDITIONS.

31. MONUMENTS AND LANDMARKS

Monuments or landmarks shall not be disturbed or removed by the CONTRACTOR or any of his employees without the written consent of the CITY ENGINEER. Any monument or landmark so removed will be replaced by the CONTRACTOR at his expense. The cost thereof shall be retained from the monies due or to become due the CONTRACTOR under this CONTRACT.

32. PROTECTION OF EXISTING TREES AND SHRUBBERY

- **32.1** When ordered by the CITY ENGINEER, the CONTRACTOR shall dig up, handle, protect and properly reset hedges, small trees and shrubbery along the line of or adjacent to the WORK, and shall take all reasonable care in this WORK.
- **32.2** Tree roots shall not be mutilated nor shall they be cut except by permission of the CITY ENGINEER. When permitted to cut tree roots, the ends shall be cut off smooth, without splitting or shattering. The trunks of the trees shall be carefully protected from damage, and if unavoidable damage occurs, the injured portions shall be neatly trimmed and covered with an application of grafting wax.
- **32.3** Excavating machinery, cranes, etc., shall be handled with care to prevent damage to shade trees, particularly to overhanging branches, and shall not be cut off except by special permission of the CITY ENGINEER.
- **32.4** No special compensation will be made for the protecting of existing trees and shrubbery, but such cost shall be considered as having been included in the prices stipulated for the various items of WORK to be performed under this CONTRACT.

33. RESIDENT PROJECT REPRESENTATIVE

- **33.1** The RESIDENT PROJECT REPRESENTATIVE if employed or assigned for the Project, shall be the agent and shall act under the supervision and direction of the CITY ENGINEER.
- 33.2 The duties and responsibilities of the RESIDENT PROJECT REPRESENTATIVE shall be:
- **33.2.1** <u>Schedule:</u> Review the construction schedule prepared by the CONTRACTOR for compliance with the CONTRACT and give written advice to the CITY ENGINEER concerning its acceptability.
- **33.2.2** <u>Conferences:</u> Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the CITY ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.

33.2.3 Liaison:

- a. Serve as the CITY ENGINEER'S liaison with the CONTRACTOR working principally through the CONTRACTOR'S field superintendent. Alert the CONTRACTOR, through his field superintendent, to the hazards involved in accepting and acting upon any instructions other than such instructions transmitted through the CITY ENGINEER.
- b. Cooperate with the CONTRACTOR in his dealings with the various local agencies having jurisdiction over the WORK in order to complete service connections to public utilities and facilities.
- **33.2.4** Approvals: When required, assist the CITY ENGINEER in obtaining from the CONTRACTOR a list of his proposed SUPPLIERS and SUBCONTRACTORS.
- **33.2.5** <u>Samples:</u> Assist the CITY ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished, and keep a record of actions taken by the CITY ENGINEER.

33.2.6 Shop Drawings:

- a. Receive approved SHOP DRAWINGS and other submissions from the CITY ENGINEER; record data received, maintain a file of the DRAWINGS and submissions, and check construction for compliance with them.
- b. Alert the CONTRACTOR'S field superintendent when he observes materials or equipment being installed before approval of SHOP DRAWINGS or samples, where such are required, and advise the CITY ENGINEER when he believes it is necessary to disapprove WORK as failing to conform to the CONTRACT DOCUMENTS.

33.2.7 Review of Work, Inspections and Tests:

- a. Conduct on-site observations of the WORK in progress for the CITY ENGINEER as a basis for determining that the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- b. Verify that tests, including equipment and systems start-up, which are required by the CONTRACT DOCUMENTS are conducted and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the CITY ENGINEER appropriate details relative to the test procedures and start-ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections and report to the CITY ENGINEER.
- **33.2.8** <u>Interpretation of Contract Documents:</u> Transmit to the CONTRACTOR the CITY ENGINEER'S interpretations of the CONTRACT DOCUMENTS.
- **33.2.9** <u>Modifications:</u> Consider and evaluate the CONTRACTOR'S suggestions for modifications in DRAWINGS or SPECIFICATIONS and report them with recommendations to the CITY ENGINEER.

33.2.10 Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, SHOP DRAWINGS and other submissions, reproductions of original CONTRACT DOCUMENTS including all ADDENDA, CHANGE ORDERS and additional DRAWINGS issued subsequent to the award of the CONTRACT, the CITY ENGINEER'S interpretations of the CONTRACT DOCUMENTS, progress reports, and other WORK related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, SUBCONTRACTORS and major material SUPPLIERS.
 - d. Maintain a set of DRAWINGS on which authorized changes are noted, and deliver to the CITY ENGINEER at the completion of the WORK.

33.2.11 Reports:

- a. Furnish the CITY ENGINEER periodic reports as required of progress of the WORK and the CONTRACTOR'S compliance with the approved construction schedule.
- b. Consult with the CITY ENGINEER in advance of scheduled major tests or start of important phases of the WORK.
- **33.2.12** <u>Payment Requisitions:</u> Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to the CITY ENGINEER, noting particularly their relation to the WORK completed and materials and equipment delivered at the site.
- **33.2.13** <u>Guarantees, Certificates, Maintenance and Operation Manuals:</u> During the course of the WORK, assemble guarantees, certificates, maintenance and operation manuals and other required data to be furnished by the CONTRACTOR and upon acceptance of the WORK, deliver this material to the CITY ENGINEER for his approval.

33.2.14 Completion:

- a. Prior to final inspection, submit to the CONTRACTOR a list of observed items requiring correction and verify that each correction has been made.
- b. Conduct final inspection in the company of the CITY ENGINEER and the OWNER and prepare a final list of items to be corrected.
- c. Verify that all items on final list have been corrected and make recommendations to the CITY ENGINEER concerning acceptance.
- **33.3** The RESIDENT PROJECT REPRESENTATIVE shall not have authority to perform any of the following except upon written instructions of the CITY ENGINEER;
- **33.3.1** Authorize any deviation from the CONTRACT DOCUMENTS.
- **33.3.2** Undertake any of the responsibilities of the CONTRACTOR, the SUBCONTRACTOR or the CONTRACTOR'S field superintendent.
- **33.3.3** Expedite the WORK for the CONTRACTOR.
- **33.3.4** Advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the CONTRACT DOCUMENTS.
- **33.3.5** Authorize the OWNER to occupy the PROJECT in whole or in part prior to final acceptance of the WORK.
- **33.3.6** Participate in specialized field or laboratory tests.
- **33.3.7** Act as foremen or perform other duties for the CONTRACTOR nor interfere with the management of the WORK. Any instructions which the RESIDENT PROJECT REPRESENTATIVE may give the CONTRACTOR shall in no way be construed as committing the OWNER in any way, nor as releasing the CONTRACTOR from the fulfillment of the CONTRACT.

34. OPERATION AND MAINTENANCE MANUALS

34.1 The CONTRACTOR shall at his own expense, submit to the CITY ENGINEER, four (4) copies of the Operation and Maintenance Manuals for each and every item of mechanical or electrical equipment included in the WORK under this CONTRACT. The Operation and Maintenance Manuals shall address, as a minimum, the equipment specifications, installation procedure, preparation for operation, theory of operation, method of operation, routine maintenance including lubrication, trouble-shooting, service contacts, and exploded diagrams with parts listed.

34.2 Final payment for WORK under this CONTRACT will not be made until all operation and maintenance manuals, as requested herein, are received by the CITY ENGINEER.

35. PROTECTION OF PUBLIC AND SAFETY

The CONTRACTOR, when performing any work on any roads, streets, or highways or so closely adjacent thereto to create hazards for the public or for themselves, shall provide protection in accordance with Part 6 – Temporary Traffic Control, of the "Ohio Manual of Uniform Traffic Control Devices." This manual is published by the Ohio Department of Transportation. The CONTRACTOR shall also comply with Section 107.07 of ODOT Construction and Material Specifications.

36. ODOT REFERENCE

Wherever in the contract documents, reference is made to the Construction and Material Specifications of the Ohio Department of Transportation (ODOT), current edition, the provisions of the referenced item shall have the full force and effect as if reproduced herein in their entirety. However, the method of measurements, basis of payments and pay items shall be as described in the Material Specifications or bid proposal forms. The CONTRACTOR shall be responsible for providing his own copy of the ODOT Construction and Material Specifications.

37. DOMESTIC STEEL USE REQUIREMENTS

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

- A. Federal, State, City Requirements: All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing, and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.
- **B. Exceptions:** The City Engineer may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. The City Engineer may grant such exceptions under either of the following conditions:
 - 1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
 - 2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. The City Engineer may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.
- **B. 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.

CITY OF WOOSTER, OHIO

2024 SANITARY SEWER LINING

SECTION K

SPECIFICATION**S**

1. 614 – Maintaining Traffic

- **1.1 Description.** This item shall consist of maintaining and protecting vehicular and pedestrian traffic and the construction work while the contract is in force. Contractor shall furnish and maintain adequate lights, signs and barricades as required per ODOT Item 614 and as shown on the drawings.
- **1.2 Specifications.** This item shall be performed in accordance with Item 614; State of Ohio Department of Transportation Construction and Material Specifications, current edition.
- **1.3 Performance.** If, in the opinion of the owner or the engineer, proper maintenance of traffic facilities and proper provisions for traffic control and barricades are not being provided by the contractor, the owner may take the necessary steps to place them in proper condition, and the cost of such services shall be deducted from any money which may be due, or become due, the contractor.
- **1.4 Payment.** Payment for this item shall be at the contract lump sum price bid for 614 Maintaining Traffic, which payment shall constitute full compensation for furnishing all labor, materials, tools and equipment required to maintain and protect vehicular and pedestrian traffic as shown on the drawings and specified herein.

2. 624 - MOBILIZATION

- **2.1 Description.** Under this item the contractor shall furnish all labor, materials, tools and equipment required to prepare the construction site for construction as shown on the drawings or specified herein.
- **2.2 Specifications.** This item shall be performed in accordance with Item 624; State of Ohio Department of Transportation Construction and Material Specifications, current edition, except as modified herein.
- **2.3 General.** This item shall consist of contractor mobilization onto the site, and for all bonding costs.
- **2.4 Mobilization.** This work shall consist of the preparatory work and operations for assembling and setting up items necessary for the project, such as shops, plants, storage areas, sanitary facilities, moving in of personnel and equipment, incidentals to the project site and any other facilities, as required by the specifications and special requirements of the contract, as well as by local or state law and regulation. These materials and furnishings will not be considered as a part of the various items of the completed contract.
- **2.5 Payment.** Payment under this item shall be at the contract lump sum price bid for 624 Mobilization which payments shall constitute full compensation for furnishing all labor, materials, tools and equipment required to complete this item as shown on the drawings and specified herein.

3. 659 - SEEDING AND MULCHING

- **3.1 Description.** Under this item the contractor shall furnish all labor, materials, tools and equipment required to complete all grading and seeding as shown on the drawings and specified herein.
- **3.2 General.** The area to be seeded and mulched shall consist of the entire construction site and any areas outside the limits of the site which are disturbed during construction excluding areas of structures, sidewalks, driveways and parking areas.
- **3.3 Materials.** Materials to be utilized for the performance of work under this item shall be as follows:

<u>Lime</u> - Lime shall be agricultural ground limestone with a minimum neutralizing power of 90 and a gradation such that at least 95 percent passes a number 8 sieve and at least 40 percent passes a number 100 sieve.

<u>Fertilizer</u> - Fertilizer may be either dry or liquid commercial grade fertilizer having an analysis of 10-20-10. Fertilizer having a different analysis in the same ratio may be utilized providing the application rate is varied accordingly to produce the same application values.

<u>Seed</u> -Seed shall consist of 30 percent Kentucky Bluegrass (Poa Pratensis), 30 percent Creeping Red Fescue (Festuca Rubra), 20 percent Perennial Ryegrass (Lolium Perenne), and 20 percent Annual Ryegrass (Lolium Multiflorum). All seeds to be used under this item shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry and shall have a purity of not less than 98 percent, a weed seed content of not more than 0.1 percent and a germination of not less than 85 percent. Seeds shall be furnished in separate varieties, separately packaged or bagged, and shall be labeled, tagged and marked in accordance with Ohio Revised Code Section 907.03.

<u>Inoculating Bacteria</u> - Inoculating bacteria for treating leguminous seeds shall be a pure culture of nitrogen-fixing bacteria selected for maximum vitality and not more than one year old.

<u>Mulch</u> - Mulch shall be hay or straw which is reasonably free of weed seed and other such foreign materials which may detract from effectiveness as a mulch or injurious to desired plant growth.

- **3.4 Finish Grading.** Finish grading shall be carried to the finished lines and grades and shall be made with such slopes and dimensions as shown on the drawings. Finish grading shall be performed to make a natural junction with undisturbed soil and to present a neat appearance. Positive drainage shall be provided and any areas which pond water shall be regraded and reseeded to provide positive drainage. All areas to be seeded shall be free of stones 3/8 inch or greater in any dimension and, if areas are inaccessible to machines or if machines do not provide the required results, hand raking will be required.
- **3.5 Fertilizing and Liming.** All areas to be seeded shall be limed and fertilized prior to seeding. Lime shall be evenly applied at a rate of 92 pounds per 1,000 square feet.

Fertilizer shall be uniformly applied at a rate of 20 pounds per 1,000 square feet. Fertilizer and lime shall be applied separately, then thoroughly disked, harrowed or raked into the soil to a depth of not less than 2 inches. Should the lime or fertilizer be washed or otherwise lost from the seed bed, the areas so depleted shall be retreated as directed by the engineer.

3.6 Seeding. Leguminous seeds shall be inoculated or treated with the proper amount of approved culture mixed with sufficient water to thoroughly wet the seed with the solution. Seed shall be sown within 24 hours after treatment with the inoculant.

Seed shall be thoroughly mixed and evenly sown by dry methods over all required areas at a rate of 10 pounds per 1,000 square feet. Immediately after sowing is completed, the area shall be raked, dragged or otherwise treated so as to cover the seed to a depth of approximately 1/4 inch. Seeding shall not be performed when the ground is frozen or muddy or when soil or weather conditions would prevent the proper soil preparation and subsequent operations as specified.

3.7 Mulching. Mulch shall be evenly placed over all seeded areas within 24 hours after seeding and at the rate of 2 tons per acre for straw when seeding is performed between the dates of March 15 and October 30 and at the rate of 3 tons per acre for straw when seeding is performed between the dates of October 31 and March 14.

Mulch shall be kept in place with asphalt emulsion applied at a minimum rate of 60 gallons per ton or by methods otherwise required to prevent displacement of material. Asphalt emulsion shall conform to the requirements of the American Association of State Highway and Transportation Officials Type M140 or M208, current edition, and shall be nontoxic to plants.

- **3.8 Maintenance.** Seeded and mulched areas shall be maintained until final acceptance. Maintenance shall include replacing displaced mulching material and repairing any areas damaged following the seeding or mulching operation due to wind, water, fire or other causes. Such damaged areas shall be repaired to re-establish the condition and grade of the area prior to seeding and shall then be refertilized, reseeded and remulched as directed by the engineer.
- **3.9 Payment.** Payment under this item shall be at the contract lump sum price bid for Seeding and Mulching, which payment shall constitute full compensation for furnishing all labor, materials, tools and equipment required to complete this item as shown on the drawings and specified herein.

4. SPECIAL - CURED-IN-PLACE PIPE REHABILITATION

- **4.1 Description.** For the unit prices bid under the various subdivisions of this item, the contractor shall furnish all labor, materials, tools, and equipment required for the structural rehabilitation of the sanitary sewers included in this contract by the installation of a cured-in-place pipe (CIPP) within the sewers.
- **4.2 General.** The CIPP shall be installed without the need for excavation by utilizing existing manholes and shall result in a new pipe which is watertight and can safely withstand all soil, water and external loading, as may be encountered when installed in a fully deteriorated pipe. A fully deteriorated pipe shall be defined in accordance with ASTM designation F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube, latest revision thereof.

The work shall include the furnishing of all equipment and materials necessary to undertake the installation of the CIPP as outlined herein and shown on the Contract Drawings. Included in the work under this item are sewer access; sewer cleaning; television inspection; bypass pumping; sewer preparation work including removal of obstructions and sewer repairs as required for installation; service connection lateral reinstatement; and any required provisions necessary for complete rehabilitation of the sewers included in this Contract.

Additional provisions necessary to permit safe entry and exit from the sewers in accordance with applicable governmental regulations shall also be included in the unit prices bid. All operations shall be in strict compliance with all applicable OSHA standards with particular emphasis on the requirements for work in confined spaces and on elevated platforms. All CIPP materials, fabrication and installation procedures, etc. shall meet the aforementioned requirements of ASTM designation F1216 along with the specifications herein. No additional payments shall be made other than the unit prices bid under the subdivisions of this item.

4.3 Contractor Qualifications and Submittals. All submittals are due as scheduled. Work shall not proceed until all submittals are received. The Owner reserves the right to adjust the due dates of the submittals based on Contract performance.

Submittals Required by the apparent low bidder following the Bid Opening:

The bidder shall submit a copy of all licenses for the CIPP lining process and a certified statement from the manufacturer that the Bidder is an acceptable installer of the product. Training certification shall be submitted for each of the crew members involved with all aspects of the CIPP installation; including but not limited to handling, inserting, trimming, finishing and joint fusion, as applicable.

Design: The Bidder shall submit designs for each manhole to manhole section

of pipe. These designs shall be made in strict accordance with project specifications. Designs shall include any assumptions made, all calculations and inputs, and the design output. Designs must be stamped by a Professional Engineer with registration in the State of Ohio. The Contractor's Professional Engineer shall be retained for the duration of the Project as required by Project conditions.

Materials Certification: Joint certification of materials from the Manufacturer and Contractor shall state that the materials supplied for this project shall meet or exceed requirements of this specification once installed under field conditions. The certification must include a statement indicating that physical properties of 95% or more of field samples of the composite shall meet or exceed properties used as input for the designs submitted for this project.

Experience/Project References: Submit references of at least ten (10) projects performed within the past five years. These projects must be similar in scope and complexity to the project being bid. These references shall include the following:

- i. Project title, location, and contract value.
- ii. Project description, including pipe diameters, linear feet, and number of service connections reinstated.
- iii. Performance details, including contract number (if any), month and year of completion, original contract value, final contract value, original contract duration, final contract duration, and causes for differences in contract value and duration.
- iv. Client contact, including customer name, address, and contact.
- v. Problems which required removal of the installed reconstruction system, or digging to reinstate service connections.
- vi. Additional information desired to be submitted.

Manufacturer/Contractor Quality Assurance System: Provide a narrative detailing the Manufacturer's quality assurance program employed during the manufacture of the reconstruction system components. Provide an additional narrative detailing the Contractor's quality assurance program employed during the installation of the manufactured product.

Facility: Provide a narrative description of the proposed base operations facility, the location of stored materials, the equipment, any storage or staging facilities and the location, size, and capabilities of administrative, maintenance, and other operating facilities.

Finish: Provide a narrative describing precautions which are undertaken to ensure that the finished system shall be: (i) continuous over the entire length of an installation run, (ii) free as practicable from defects such as foreign inclusions, dry spots, pinholes, blemishes, wrinkles, ribs, protrusions, cracks,

and blisters, (iii) impervious (iv) tight fitting against the inner wall of the host pipe, and (v) free of annular space between the reconstruction system and the host pipe.

Service Life: Describe and document the expected service life of the proposed process. Include empirical data and third-party tests used to determine and support the estimated service life.

Sequence of Work, Coordination: Provide a narrative detailing the sequence of work, duration of major activities, methods to be employed to ensure progress and completion according to schedule and contract requirements, and coordination with property owners for access of bypass pumping apparatus and other equipment. Include a CPM schedule which supports the narrative material.

Cleaning: Submit a narrative describing cleaning procedures to include: (i) size and type of equipment to be employed, (ii) access locations into the pipe, (iii) duration of operations, (iv) effects of rain on the operation, (v) plan for disposal of debris.

Pipe Repair/Preparation: Provide a narrative describing the location of repairs of missing bricks, voids, lateral connections, or other maladies to be completed prior to lining. Include information concerning methods and materials to be employed.

Bypass Pumping: Submit a narrative and drawing detailing the bypass pumping plan. This information shall include the size, type, capacity, and placement of all pumps, hoses and pipes, plugs, and bulkheads necessary to bypass flows while rehabilitating sections of the pipeline.

Resin Impregnation: Submit a narrative and any accompanying drawings describing the procedure for resin impregnation of the tube. Special emphasis shall be placed on methods for ensuring air is evacuated from voids which are to be filled with resin. Methods for inspecting the tube to assure adequate impregnation of resin shall be included.

Installation: Submit a narrative detailing the proposed installation method. The written description and drawings (site layout) shall address the direction of the installation, access manholes, any required excavations, interfering utilities, traffic control, and the width and length of working area, access pits, limits of sheeting required, and the portion of existing sewer which must be removed to conduct the work. Also, include precautions utilized to prevent or minimize the chance of ripping, tearing, scoring or otherwise deteriorating system components prior to and during installation.

Thickness: Describe the capability of the reconstruction system components to

withstand insertion pressures, pulling forces and/or other installation mechanics or chemistry such that the final, installed product shall maintain the designed, uniform thickness.

Curing procedure: Submit a narrative describing the curing procedure for the proposed process. Detail the procedures which shall ensure the system has been heated thoroughly and consistently through the pipe wall. Describe the extent to which the heat source shall be fitted with monitors to gauge the temperature of the incoming and outgoing heat supply to determine when uniform temperature is achieved throughout the length of the reconstruction system. Include in this narrative a description of the cooling process of the proposed process. The contractor shall increase the required cure time by a minimum of two (2) hours to ensure curing and to minimize styrene odors.

Lateral Reinstatement: Submit a descriptive narrative of the method(s) employed in the identification and location of service connections to be reinstated. Include a description of the method(s) employed to reinstate lateral connections for the proposed process.

Submittals Required of the Successful Bidder one week prior to the Pre-Construction Meeting:

Complete Site Safety Plan. Work shall not begin until an approved Site Safety Plan is in place.

Submittals Required for Pre-Construction Meeting:

Technical Information for end sealant

Copy of advanced notification to residents.

A comprehensive schedule of work using a time-scaled logic diagram format (in color). The level of detail of activities shall provide clear, concise communication of the plan of work. At a minimum, activities showing start-up cleaning and televising, point repairs, and each liner installation shall be included.

Submittals Required Prior to Lining:

Pre-lining videos and logs shall be provided to the Owner no later than 2:00 p.m. two days preceding the lining, unless otherwise directed by the Owner.

TV inspection logs and videos made prior to and following point repairs.

Weekly Submittals:

Releases, in writing, from all property owners whose property has been used by the Contractor outside the limits of the street right-of-way.

Completed cleaning logs, as included with the post cleaning video.

Punch list items as required by the Owner to fulfill the requirements of this Specification.

Final Submittals Prior to Payment:

Certified Payroll.

Punch list items as required by the Owner to fulfill the requirements of these Specifications.

2-Year Maintenance Bond.

4.4 Available Sewer Video. The existing sewer lines that are scheduled to be structurally rehabilitated have been videoed and have been provided to each bidder.

Each bidder is <u>strongly recommended</u> to review the videos prior to submitting a bid. <u>Reviewing the videos prior to bidding is not a requirement for an acceptable bid</u>, however, each bidder shall be responsible for the information contained on the videos, and neither bid nor contract amounts shall be adjusted based on a failure to incorporate construction information contained in the videos.

4.5 As-Built Plans and Information. Upon completion of the lining of existing sewers, the contractor shall provide the City of Wooster with pertinent information so that asbuilt plans, for the work done under this Contract, can be prepared. The information that shall be submitted to the City of Wooster is as follows:

A plan of the sewers lined showing the limits of the lining, the type (brick, vitrified clay, etc.) and the size of the sewer lined and the thickness of the liner installed. All information submitted to the City of Wooster shall be verified by the Engineer prior to submission.

4.6 Project Layout. A design/construction report detailing all aspects for the installation of the liner pipe method to be utilized for rehabilitation shall be submitted to the Engineer for approval. The report shall provide all relevant design parameters of the liner pipe to be used based upon the project site conditions determined from the post cleaning CCTV inspection.

The proposed equipment, materials, preparation execution, and clean-up activities to be used for all such operations and procedures shall be detailed in the report. Design information shall include, but may not be limited to the following items:

- 1. Shop drawings, catalog cuts and manufacturer's technical data showing complete information on material composition, physical properties and dimensions of the pipe liner, and Material Safety Data Sheets (MSDS).
- 2. Recommendations for storing and handling the liner.
- 3. Construction information including methods of installation, heating and cooling procedures, sealing of openings, and reinstatement of service connections.
- 4. Detailed drawings and written description of the entire construction process to install the liner, by-pass pumping operations, locations of any proposed excavations, locations where equipment shall be staged, etc.
- 5. The report must also address traffic control issues, and include a detailed construction schedule.

Prior to the start of the project, the Contractor shall notify the City of Wooster that he will be starting work.

- **4.7 Postponement of Lining Due To Rain.** The Contractor shall notify the Engineer before the start of impregnating the liner with resin. At this point the Contractor and the Engineer shall determine whether or not the forecast calls for rain. If there is a chance of rain, (as determined by the Contractor and the Engineer) the liner shall not be impregnated and lining scheduled for the following day shall be postponed. Additionally, if the forecast changes, the Contractor or the Engineer may postpone the lining scheduled for that day up until the time the lining is inverted into the sewer. The lining shall be postponed until there is no threat of rain. No additional compensation shall be allowed for rain postponements.
- **4.8 Availability of Water.** The City will provide water necessary for liner installation.
- **4.9 Materials.** All cured-in-place liner materials shall meet the requirements of ASTM designation F1216, <u>Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube</u>, latest revision thereof along with the specifications herein.

<u>Liner Tube</u> - Lining methods accepted by the Owner and Engineer shall be "Cured-inplace pipe" without fiberglass components, which includes resin impregnated felt tubes such as Insituform, National Liner or equal.

The liner shall be fabricated from materials which when cured shall be chemically resistant to withstand internal exposure to sewage gases containing small concentrations of hydrogen sulfide, carbon monoxide, carbon dioxide, methane, traces of mercaptans, kerosene, saturation with moisture, dilute sulfuric acid, external exposure to soil bacteria and any chemical attack which may be due to materials in the

ground. The cured-in-place pipe liner shall consist of a resin-impregnated tube. The tube shall be made of one or more layers of flexible needled felt or equivalent woven or nonwoven material, or a combination of nonwoven and woven materials. The liner material shall be capable of carrying the resin, withstanding installation pressures and curing temperatures and shall be compatible with the resin system used. The liner shall be continuous and of sufficient length to completely line the sewer reaches, fit irregular pipe sections, able to negotiate bends, and of proper size to tightly fit against the existing sewer wall. The liner shall be fabricated specifically for the sewer reach which it will be installed in, such that when installed a tight fit will result following curing. The Contractor shall make allowances for longitudinal and circumferential stretching of the liner during installation. The outside layer of the liner shall be plastic coated and compatible with the resin system being utilized.

All circular and oval shape (having an ovality less than 10%) sewer reaches shall be designed in accordance with ASTM F-1216. All noncircular (having an ovality greater than 10%) sewer reaches shall be designed using the WRC Type II lining design method. Factor of safety shall be applied in accordance with the applicable code. Loadings shall include groundwater 4'-0" below finished grade unless otherwise noted on the Contract Drawings, soil having a density of 120 pcf and a Ka factor of 0.33 using the maximum depth in each reach and external loads such as H20 highway loading, for all sewers.

Information to be submitted by the liner manufacturer as part of the shop drawing submittals shall include, as a minimum, material specifications; characteristics and properties; method of installation; liner thickness depending on sewer size; and written certification that the liner material complies with the required application.

Resin - The liquid thermosetting resin used to impregnate the liner tube shall produce a properly cured tube that shall be resistant to abrasion and corrosion due to solids, grit, sand, acids, and gases as discussed previously. The resin selected shall have proven resistance to normal municipal sewage, especially sulfuric acid corrosion and hydrogen sulfide gas. The resin system to be utilized shall be an unsaturated, polyester based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process. The resin shall be able to cure in the presence of water with a cure initiation temperature of not less than 180 degrees Fahrenheit. The resin shall not be affected by ultraviolet light and shall form no wrinkling or excessive bubbling during the lining process. The resins shall not contain fillers, except those required for viscosity control or fire retardance.

The Engineer shall be notified in advance, for verification and inspection of the resin material at the "wet out" phase of the felt tube. The inspection shall be at the discretion of the Engineer, which shall not relieve the Contractor of his responsibilities. The inversion and heating schedule/plan shall be submitted at least 24 hours in advance. Heating shall continue uninterrupted until the desired temperature is achieved. Temperatures shall be measured at both ends by sensitive and accurate measuring devices, and the initials of the Engineer or his representative shall be obtained, if he is

present at the site. Copies of curing temperature/time log sheet on approved format, shall be submitted to the Engineer immediately after the curing is completed. It shall be imperative that the Contractor strictly follow the process manufacturer's guidelines and recommendations.

Information to be submitted by the resin manufacturer as part of the shop drawing submittals shall include, as a minimum, material specifications; characteristics and properties; method of application; curing temperature and duration, complete with step cooking temperatures/hours at each and final stages depending on liner thickness and sewer size; and written certification that the resin material complies with the required application. Cooking time shall be increased by two hours above the required minimum in order to reduce styrene vapors.

<u>Cured Liner Properties</u> - The liner material and resin shall provide the structural strength required to safely withstand all soil, water and external loading, as may be encountered when installed in a fully deteriorated pipe.

The cured-in-place liner shall meet the following minimum strength requirements:

Property	Test Method	Minimum Value of Resin
Flexural Strength	ASTM D790	4,500 PSI
Flexural Modulus (Short Term)	ASTM D790	300,000 PSI
Flexural Modulus (Long Term)	ASTM D2990	150,000 PSI
Tensile Strength at Yield	ASTM D638	2,500 PSI

The cured-in-place liner shall be chemically resistant and able to withstand internal exposure to; combined sewer gases containing small quantities of hydrogen sulfide, carbon monoxide, carbon dioxide, methane, traces of mercaptans, kerosene, saturation with moisture, dilute sulfuric acid and external exposure to; soil bacterial and any chemical attack which may be due to materials in the surrounding ground.

The cured-in-place liner shall meet the following minimum corrosion resistance requirements:

Chemical Solution	Test Method	Concentration, %
Tap Water (pH 6-9)	ASTM D543	100
Nitric Acid	ASTM D543	5
Phosphoric Acid	ASTM D543	10
Sulfuric Acid	ASTM D543	10
Vegetable Oil	ASTM D543	100
Detergent	ASTM D543	0.1
Soap	ASTM D543	0.1

Gasoline ASTM D543 100

The Contractor shall submit detailed thickness design calculations as part of the shop drawing submittal. The thickness calculations shall be prepared, signed and sealed by a Professional Engineer licensed in the State of Ohio and shall be designed in accordance with the guidelines of Appendix XI of ASTM designation F1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube, latest revision thereof and WRC (Water Research Center) Sewerage Rehabilitation Manual, second edition.

The CIPP liner shall be designed to safely withstand all soil, water and external loading, as may be encountered when installed in a fully deteriorated pipe. The liner thickness shall be the maximum of the calculated thicknesses required to meet the minimum deflection, stiffness, ring bending and buckling requirements or the minimum thicknesses shown on the Contract Drawings, whichever is greater.

Thickness design calculations shall be computed and submitted for each individual sewer segment included in the Contract. However, no lining thickness shall be less than the thickness shown on the Contract Drawings. If the Contractor's calculations indicate a greater thickness than those shown on the drawings, then the greater thickness shall be provided at no additional cost to the Owner. All calculations shall be reviewed and approved by the Engineer prior to the start of Construction or the ordering of materials.

The Engineer reserves the right to modify and/or change the lining thickness based upon structural problems which become evident during the television inspections.

4.10 Sewer Preparation Work.

<u>Sewer Access</u> - Prior to entering any portion of the sewers in the City, the Contractor shall evaluate the atmospheric conditions within the sewer from above ground to determine the presence of toxic or flammable vapors or lack of oxygen in accordance with all applicable regulations. Should the atmosphere be unsuitable for entry, the Contractor shall provide the equipment necessary to make the area safe for human occupancy. This may include providing forced air ventilation, and/or self contained breathing apparatus for individuals entering the sewers. The Contractor shall be responsible to undertake any necessary procedures to ensure the conditions within the sewer are safe prior to entrance. All cost associated with these provisions shall be included in the unit prices bid under the subdivisions of this item.

Access to the sewers to be rehabilitated in this Contract shall be only through existing manhole openings. In the event that a sewer segment cannot be rehabilitated through the manhole opening as it exists, the Contractor shall enlarge and/or remove the existing opening as required to facilitate the sewer rehabilitation. Any excavation, sheeting and bracing required shall be in accordance with the applicable sections of the Specifications. The enlarged and/or removed manhole opening shall be used for

access to line both the upstream and downstream sewer segments, as applicable. Once both directions have been rehabilitated, the manhole shall be reconstructed in accordance with the details included in the Contract Drawings and as required by the Engineer. All work required to provide access to the sewer segments to be rehabilitated shall be included in the unit price bid under the subdivisions of this item.

Bypass Pumping Operations - All sewage flows shall be diverted around the individual sewer segment(s) being rehabilitated by means of bypass pumping. The upstream manhole and adjacent sewer(s) shall be plugged and all flows therein shall be bypass pumped. The equipment shall consist of portable, engine driven centrifugal pumps and sufficient lengths of discharge piping as required for each bypass setup. Contractor shall be responsible for all sewer flow management. He is to take his own flow measurements for each pipe to be lined to accurately determine the existing quantity of flow. The Contractor shall be aware that flow in sanitary sewers fluctuates from hour to hour and should design his flow diversion scenario for the worst case possible. The Contractor shall be responsible to provide bypass pumps of adequate capacity to handle all anticipated flows, including those resulting from significant rainfalls or prolonged snow melt, as may be encountered during the bypass period without backup or damage to the existing sewer and public or private property. A minimum of two bypass pumps, each capable of handling the previously stated capacity, shall be present during the entire pumping operation; one pump shall be used for bypass pumping and the other pump(s) for emergency standby in the event the first pump should fail. The pumps must be attended on a 24-hour per day basis for as long as the bypass pumping operations are in effect. The discharge piping utilized shall suit the site conditions and shall provide watertight conveyance of the bypassed flow. The installation of a dam or block in the upstream manhole shall be undertaken only after the Engineer has approved the Contractor's proposed methods. The equipment and piping shall be maintained in an acceptable manner during the entire bypass pumping operation.

Sewer house and business connections within the section to be lined shall be maintained by the Contractor as required or temporarily taken out of service to permit relining. The Contractor shall be responsible for the continuity of sewage flows and sewer service to each facility connected to the sewer section being lined during the execution of the work. If sewage backup occurs and enters buildings, the Contractor shall be responsible for cleanup, repair and property damage costs and claims. Prior to undertaking any work, the Contractor shall submit a plan for addressing sewer connections during installation of the liner.

A set of complete, checked shop drawings, showing equipment, method of bypassing, and the method of transferring flows must be submitted to the Engineer before any such operations begin. All bypassing systems must be approved by the Engineer. Approval of the bypassing plan by the Engineer shall in no way be construed as relieving the Contractor of any responsibility under this contract as related to protection of the interest of the City and the general public.

Under no circumstance shall the dumping of raw sewage and/or other material removed from the sewers be allowed on private property or public streets.

No sewer segment shall be taken out of service unless everyone serviced by the segment has been notified as outlined in the following Section.

The Contractor shall be responsible for ensuring that the existing sewer system does not surcharge or become damaged as a result of flow control operations. In addition, the Contractor shall be responsible for ensuring that flow control operations do not flood or damage any private or public property being served by the sewers involved. Any damage to the sewer or private or public property serviced by the sewer resulting from the Contractor's flow control operations shall be repaired by the Contractor at his expense. All bypass flows shall be diverted immediately downstream of the sewer segment being rehabilitated into the same sewer system. Under no circumstances shall exceptions be made.

<u>Homeowner Notification of Work</u> - The Contractor shall notify all affected homeowners and businesses along the project limits of the impending sewer reconstruction. It shall be the Contractor's responsibility to provide and distribute written notifications describing the reconstruction process, responsibility of homeowners, and estimated time of completion.

The Contractor's telephone number shall also be provided for homeowner questions. A minimum timeframe of notifications shall be as follows:

- 1. Two weeks prior to rehabilitation of sewer lines; and
- 2. 24 hours prior to rehabilitation of sewer line; and
- 3. Within 24 hours after completion of restored sewer service.

<u>Pipe Cleaning Operations</u> - Each sewer segment included in this Contract shall be cleaned in order to remove any sediment, solids, grease accumulations, mineral deposits, root intrusions and any other matter that shall inhibit proper execution of the sewer rehabilitation. Sewer cleaning shall begin at the upstream manhole and proceed towards the downstream manhole. An approved dam, weir or vacuum type induction system shall be inserted in the downstream manhole to collect all materials removed from the sewer reach during cleaning operations. Under no circumstances shall matter resulting from cleaning operations be left in the sewer system or passed to adjacent sewer sections. All matter resulting from cleaning operations shall be immediately removed from the sewer system, placed in suitable trucks or containers and disposed of properly in accordance with all applicable regulations. The cost of disposing of the removed materials shall be included in the unit price bid for the liner installation.

All necessary precautions shall be taken to control the flow and protect the sewer structures from damage during cleaning operations. Any damage including broken

frames and covers, due to negligence of the Contractor shall be repaired by the Contractor at the Contractor's own expense. The Contractor shall note that the sewers being rehabilitated are expected to be in poor condition and that extra precautions should be taken.

Sewer cleaning equipment shall be provided and utilized by the Contractor and shall consist of high velocity hydro-cleaning equipment, or mechanical cleaning equipment as specified below. Other appropriate methods may be utilized with prior approval from the Engineer. The Contractor shall be responsible for ensuring that cleaning operations do not flood or damage the sewer or any private or public property being served by the sewers involved. Any damage resulting from the Contractor's cleaning operations shall be repaired by the Contractor at his expense.

The Contractor shall monitor the quantity and quality of material removed from each sewer line. If pieces of broken pipe or clean sand and gravel become apparent, the cleaning operation shall be halted if it is suspected that damage exists within the sewer line. The Engineer and the appropriate City personnel shall be promptly notified when and why cleaning operations have been suspended. If the Contractor's cleaning equipment becomes immobilized within the sewer line, exits from the sewer line through broken pipe, or portions of the equipment break off within the sewer line, said equipment shall be retrieved at the Contractor's expense. The Contractor shall act immediately to remedy problems created by the cleaning operations which represent a hazard to the general public; such as the blockage of sewage flow or the collapse of the ground surface above the sewer line. If equipment retrieval necessitates excavation, the Contractor shall be responsible for accomplishing the work at his own expense. Following removal of the equipment, the Contractor shall restore the sewer line and the site.

It shall be the Contractor's responsibility to keep records of all cleaning performed. These records shall be in printed form showing the Owner's name, type of project, Contractor's name, date, manhole location, section cleaned, type of sewer, size and shape of pipe, length of section, type of equipment used and any special remarks concerning the condition of the line and manholes and the quantity and type of materials removed from the sewers. A copy of these records shall be provided to the Engineer.

All safety precautions outlined in the Section 4.2, General, or required by agencies having jurisdiction, shall be followed by the Contractor during cleaning operations. All work required for cleaning operations shall be included in the unit prices bid under the various subdivisions of this item.

High Velocity Hydro-Cleaning Equipment: High velocity sewer cleaning equipment shall be constructed for ease of operation in a safe manner. A minimum of 500 feet of high pressure hose and a selection of 2 or more high velocity nozzles shall be provided. The nozzles shall be capable of producing a scouring action from 15 through 45 degrees in all size lines included in the Contract. A high velocity gun shall also be provided for

washing and scouring manhole walls and floors. The gun shall be capable of producing flows ranging from a fine spray to a long distance solid stream. The cleaning equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be situated so the equipment can be operated from above ground.

Mechanical Cleaning Equipment: Mechanical cleaning equipment shall consist of pairs of bucket machines with adequate power in order to perform the work in an efficient manner. The bucket machines shall be belt driven or equipped with an overload device. Direct drive machines which may cause damage to the existing sewer are strictly prohibited. A power rodding machine shall be of the sectional or continuous type and shall be capable of holding a minimum of 750 feet of specially treated rod. In order to ensure safe operation, the machine shall be equipped with an automatic throw out clutch or relief valve and shall have a fully enclosed body. Any damage resulting from the use of mechanical cleaning equipment to the sewer or private or public property serviced by the sewer shall be repaired by the Contractor at his expense.

4.11 Closed Circuit Television Inspection. Closed circuit television (CCTV) inspection shall be performed at the following times: within 24 hours after cleaning operations and after CIPP installation. All CCTV inspections shall be performed in the presence of the Engineer.

<u>Post Cleaning Operations Inspection</u> - The post cleaning operations CCTV inspection shall be performed within 24 hours after cleaning operations and shall be the basis for locating obstructions which will have to be removed prior to liner installation. This inspection shall also be utilized to accurately locate existing service connection laterals and determine which connections are active or inactive. This information shall be used in service connection reinstatement verification after the CIPP installation. This inspection shall also serve to show the "before" condition of the existing sewer prior to any rehabilitation operations.

<u>Post CIPP Installation Inspection</u> - The post CIPP installation CCTV inspection shall be conducted concurrently with the remote service connection lateral reinstatement to verify the quality of the CIPP installation and provide verification of service connection reinstatement. This inspection shall be the basis for determining if additional service connection repairs are necessary.

<u>Television Inspection Equipment and Procedures</u> - All television inspections shall be performed by personnel experienced and trained in locating breaks, obstructions, service connection laterals, etc. in sewer lines by closed circuit television. The Contractor shall submit an equipment and personnel experience list to the Engineer for approval prior to commencement of the work. Picture quality and definition of all video equipment and recordings shall be to the complete satisfaction of the Engineer. CCTV equipment shall include all equipment necessary for satisfactory televising and recording. Any recordings deemed unsatisfactory by the Engineer shall be redone at the Contractor's expense until a satisfactory recording is produced.

The Contractor shall furnish all equipment for video recording and for taking photographs of the pictures observed on the monitor. All sewer inspections shall be recorded in an acceptable digital format for future reference. The video files shall be immediately provided to the Engineer upon completion of the CCTV inspection.

All CCTV inspections shall be conducted under bypass pumping conditions with no sewage flowing in the segment to be inspected. Where branch lines connect directly to the sewer being inspected without manholes, the inspection shall be performed during periods of low flow. Under no circumstance shall the depth of flow within the sewer being inspected exceed 5 percent of the smaller cross sectional dimension or diameter.

Any sewers that contain steam or vapors that may obscure the televised view of the sewer shall not be inspected with the steam or vapors in the sewer. When this situation arises, the Contractor shall use an air blower to ventilate the sewer line and improve visibility to an acceptable level as determined by the Engineer.

The television inspection equipment shall be self contained complete with manual or powered winches, cable, a flexible push rod for service connection laterals, closed circuit television pan and tilt camera, video recorder, camera, film, monitor, a measuring device to accurately determine the position of the camera at all times and all miscellaneous equipment required to perform a complete television inspection.

The television camera shall be one specifically designed and constructed to perform closed circuit television sewer inspections. The camera shall be waterproof and capable of operating in 100 percent humidity conditions and shall have 360 degrees of rotation, 240 degrees of pan and tilt; lens sensitivity of 3 lux; remotely controlled focus and iris adjustment and auto centering realignment to axial viewing. The camera, television monitor and all components of the video system shall produce a minimum of 400 line resolution color video picture. Video recordings shall be made in an acceptable digital format. Lighting shall be head and camera mounted and of adequate intensity and coverage to produce a clear, well lit image of the entire sewer perimeter and length.

Television inspection shall begin at the centerline of the upstream manhole of the sewer segment to be inspected and shall progress downstream to the centerline of the next manhole. If camera movement is obstructed in the downstream direction, the inspection shall be conducted from the centerline of the downstream manhole and progress upstream. If camera movement is still obstructed, the Contractor shall investigate and remove the source of obstruction and reinspect the line. Under no circumstances shall a line be rehabilitated which has not been CCTV inspected first.

In addition to the sewer segments, upstream, intermediate and downstream manholes shall be television inspected to determine the condition of the walls, inverts, branch connections, benching, steps, etc.

Manual winches, power winches, TV cable and power rewinds or other mechanical devices that do not interfere with proper documentation of the sewer condition, damage the sewer or obstruct the camera view shall be used to move the camera through the sewer line. If non-remotely controlled power winches are used to move the camera through the sewer line, radios or telephones shall be used to ensure adequate communication between crew members. The Contractor shall take the necessary precautions to protect the sewer line and manholes being inspected from damage by the winch cables or any other inspection equipment and shall repair any damage resulting from his operations at his expense.

The camera shall be moved through the sewer line at a uniform rate, pausing for a minimum of 5 seconds at defects, service connections, etc. as necessary. The rate of camera movement shall not exceed 30 feet per minute. Measurement for the accurate location of features along the pipe alignment shall be provided and operated by the Contractor. The footage meter shall be mounted on the TV reel power level winding assembly. The meter shall be equipped with a local mechanical readout for use at the rear of the TV vehicle and an electronic cable which is connected to the data view system for display on the video monitor and the video. The footage meter shall accurately record the distance in feet which the video cable has traveled. The measurement shall be accurate to 0.30 feet per 100 feet of inspected sewer length.

The Contractor shall log the results of all observations and prepare all necessary data that may be required for record purposes. The inspection log shall include the following items as a minimum: inspection date; street location; segment reach (MH # to MH #); starting footage meter reading; condition of all manholes encountered; locations of all obstructions, service connections, branch connections, defects and other items of interest; and ending footage meter reading. The Contractor shall submit the inspection log format to be used throughout the Contract to the Engineer for approval prior to any inspection operations.

The Contractor shall describe on the video recording all features encountered while moving the camera from the center of the entry manhole to the distance in the pipe where he sets his footage meter. An audio recording of estimated footage shall be made for all features described prior to setting the footage meter. At the time of the inspection, the Contractor shall provide an audio description of all defects, joints, discharges, service connection laterals and other important features on the video recording. The date of the TV inspection, location (MH # to MH #) and the distance that the camera has traveled through a particular sewer reach shall be continuously displayed on the monitor and recorded cassette. All videos obtained during the work shall be provided to the Engineer and shall become property of the City. The Engineer must be present during all video inspection.

4.12 Obstruction Removal and Patching. Each sewer segment scheduled for rehabilitation under this Contract shall have any obstructions such as protruding service connection laterals, displaced bricks or any other type of obstructions that will inhibit proper installation of the CIPP cleared from the sewer line.

If, due to the nature of the product the Contractor is installing, additional point repairs are needed to install the product to meet this specification, it shall be the Contractor's responsibility to determine that such point repairs are required. If point repairs are required, the Contractor MUST identify locations for repair. After written approval from the Owner, it is the Contractor's responsibility to perform any excavation and repairs to prepare the sewer section for liner installation. This includes repairing significant segments of missing pipe, offset joints, protruding taps, and any other sewer defect which would impede the insertion of the liner or cause any deformation of the liner section. If sewer service connections are involved, it is the Contractor's responsibility to complete the re-connection to the new main. These point repairs shall not be measured for payment and are considered incidental to the Contract.

Obstruction removal shall begin at the upstream manhole and proceed towards the downstream manhole. All matter resulting from obstruction removal operations shall be immediately removed from the sewer system and disposed of properly in accordance with all applicable regulations. All work required for obstruction removal operations shall be included in the unit prices bid under the various subdivisions of this item. Under no circumstances shall matter resulting from obstruction removal operations be left in the sewer system or passed to adjacent manhole sections.

The Contractor shall be responsible for ensuring that obstruction removal operations do not flood or damage the sewer or any private or public property being served by the sewers involved. Any damage resulting from the Contractors obstruction removal operations shall be repaired by the Contractor at his expense.

Each sewer segment scheduled for rehabilitation under this contract shall be patched and voids filled with concrete to provide the proper shape as required for installation of the CIPP. Patching and repair around pipes, conduits and other openings through the slabs and walls shall be included in this work. All repairs shall be done in a manner approved by the Engineer.

4.13 Installation. Installation shall be undertaken only after all pre-installation operations, such as cleaning, obstruction removal, point repairs and television inspection, have been completed to the satisfaction of the Engineer. CIPP installation shall only be undertaken by experienced qualified installers of the CIPP manufacturer.

Resin Impregnation - The liner tube shall be vacuum-impregnated with resin under controlled conditions to thoroughly saturate the tube prior to being sent for installation. The volume of resin used shall be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume shall be adjusted by adding 5 to 10% excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints of the original sewer.

The resin impregnated liner shall be transported and kept in a refrigerated truck until the time of installation. Transportation and storage of the resin impregnated liner shall be done in such a manner that the liner shall not be damaged, exposed to direct sunlight or create a safety hazard. All materials shall inspected and deemed satisfactory to the Engineer prior to installation.

Inversion -

Hydrostatic Head Method - The wet-out tube shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole. The tube shall be inserted into the vertical inversion standpipe with the impermeable plastic membrane side out. At the lower end of the inversion standpipe, the tube shall be turned inside out and attached to the standpipe so that a leakproof seal is created. The inversion head shall be adjusted to be of sufficient height to cause the impregnated tube to invert from point of inversion to point of termination and hold the tube tight to the pipe wall, producing dimples at side connections. Care should be taken during the inversion so as not to overstress the woven or non-woven materials.

An alternative method of installation shall be a top inversion. In this case, the tube is attached to a top ring and is inverted to form a standpipe from the tube itself or another method accepted by the engineer.

Air Pressure Method - The wet-out tube shall be inserted through an existing manhole by means of an inversion process and the application of air pressure sufficient to **fully** extend it to the next designated manhole. The tube should be connected by an attachment at the upper end of the guide chute so that a leakproof seal is created and with the impermeable plastic membranes side out. As the tube enters the guide chute, the tube should be turned inside out. The inversion air pressure shall be adjusted to be of sufficient pressure to cause the impregnated tube to invert from point of inversion to point of termination and hold the tube tight to the pipe wall, producing dimples at side connections. Care shall be taken during the inversion so as not to overstress the woven or non-woven materials.

Before inversion begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the inversion has started, the pressure shall be maintained between the minimum and maximum pressures until the inversion has been completed. Should the pressure deviate from within the range of the minimum and maximum pressures, the installed tube shall be removed from the existing conduit and replaced at no additional cost to the Owner.

The use of a lubricant during inversion may be used to reduce friction during inversion. This lubricant should be poured into the inversion water in the down tube or applied directly to the tube. The lubricant used shall be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

Alternate methods of CIPP liner installation may be considered for use in this Contract. The alternate installation method shall be a method accepted by the manufacturer of the liner material. The Contractor shall submit detailed installation procedures to the Engineer for consideration. Only installation procedures accepted by the liner manufacturer that will not damage or affect the performance of the CIPP liner shall be considered. The City and Engineer reserve the right to reject installation procedures.

<u>Curing</u> - Following inversion, curing shall immediately commence. Curing shall be done by the use of circulating heated water, hot air or with the use of steam. The Contractor shall provide adequate equipment and monitoring devices in order to maintain the specified curing temperature until the CIPP has attained its ultimate strength. The curing temperature, period of curing and cool down period shall be as recommended by the resin manufacturer.

The manufacturer of the nonwoven tube shall specify the pressures required to ensure a tight fit along the sewer pipe wall. This pressure shall be applied when curing begins, and shall be maintained throughout the curing process. Should the applied pressure deviate more than 2.3 ft. of water from the required pressure, the installed tube shall be removed and replaced with a new tube at no additional cost to the Owner.

Cool down and draining of the pipe shall be undertaken in such a manner to avoid creating a vacuum in the pipe.

<u>Service Reconnections</u> - After the new pipe has been cured in place, the existing service connection laterals shall be reconnected. Reconnection shall be done by neatly cutting out the opening internally. No rough edges which might collect debris shall be permitted. A separate deburring tool shall be used to smooth the rough edges of each opening. If the existing service connection lateral cannot be reinstated internally, the Contractor shall excavate the pipe and reconnect the service from the outside. There shall be no additional payment to reconnect service connection laterals other than the unit price bid for this work.

When the service connection is re-established, the invert of the service connection shall match the bottom of the reinstated service opening. The service shall be reinstated to 100 percent of the original service connection diameter.

There is a potential of incorrect tap identification or deficient tap reopening resulting in a sewer service connection back-up. During the term of the Contract, the Contractor shall maintain an emergency crew capable of cutting taps and responding to customer problems after normal working hours. Any costs incurred because of an emergency response to a incorrectly identified tap and reinstatement thereof, shall be the responsibility of the Contractor and performed at no extra cost to the Owner and shall be considered as incidental to the Contract and not measured for payment. The Contractor shall be responsible for resultant damage to home owner property.

After laterals have been cut, the line shall be flushed and all the coupons from the cut

laterals shall be retrieved and provided to Owner. The next scheduled remediation sequence shall not begin until all laterals have been completely cut. A cut log identifying laterals cut shall be provided to the Owner within 12 hours after the lining of the pipe.

When lining consecutive sections, the liner may be continuous through the manholes at the discretion of the Owner. The liner shall then be cut and trimmed flush with the manhole walls and the bench walls and sealed with the approved end sealer.

<u>Sealing Pipe at Manholes</u> - If due to broken or misaligned pipe at the manhole wall the liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner material or non-shrink, non-metallic grout. Under no circumstances shall sewage flow be permitted between the liner and the existing sewer.

<u>Workmanship</u> - The finished pipe should be continuous over the entire length of an inversion run and be free of dry spots, lifts, and delaminations. If these conditions are present, the areas shall be repaired to the satisfaction of the Engineer. If the CIPP does not fit snugly against the original pipe at the terminations, the annular space between the pipes shall be sealed by filling with a resin mixture compatible with the CIPP.

Styrene Odors - The Contractor shall accurately measure styrene levels at the upstream and downstream manholes at one (1) hour increments for the first four (4) hours of curing and at two (2) hour increments for the remaining period. The Contractor shall maintain a log of these readings and turn over the logs to the Engineer at the end of the liner installation. Throughout the inversion, curing and reinstatement of laterals, the Contractor shall employ mechanical ventilation to reduce styrene odors. After the lining is complete, the Contractor shall continue to monitor styrene levels at the vent discharge hourly and continue to vent the sewer for a minimum of eight (8) hours or until the styrene levels fall below 10 ppm for two consecutive hourly readings. If after eight hours the styrene levels have not fallen below 10 ppm, the Contractor shall continue ventilating and actively flush the sewer until such time that the concentrations for two consecutive hourly samples are below 10 ppm. The Contractor shall also be responsible to ventilate buildings in which styrene odors have been detected.

4.14 Testing. For each approximate 1000 foot length of CIPP installed, Contractor shall prepare two CIPP samples, one from each of the following two methods:

- 1. The sample shall be cut from section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbag.
- 2. The sample shall be fabricated from material taken from the tube and the

resin/catalyst system used and cured in a clamped mold placed in the down tube when circulating heated water is used and in the silencer when steam is used.

The samples for each of these cases shall be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing. The following test procedures shall be followed after the sample is cured and removed:

- 1. Short-term Flexural (Bending) Properties the initial tangent flexural modulus of elasticity and flexural stress shall be measured in accordance with Test Methods D790 and should meet the requirements specified herein.
- 2. Tensile Properties The tensile strength shall be measured in accordance with Test Method D 638.

In addition to the testing noted above, separate delamination test shall also be conducted on the removed test specimens. Delamination testing shall be in accordance with Test Method D903 and ASTM F1216-8.4

Should the test results not meet the minimum strength requirements, the Owner shall have the option of rejecting the CIPP sections found to be defective.

4.15 Final Cleaning. At the conclusion of all work under the contract, the Contractor shall remove all unused material, equipment, debris, and unwanted evidence of construction from the sewer and all ground surface areas.

Representatives of the Owner, Engineer and the Contractor shall be in attendance. Any unsatisfactory cleanup shall be indicated and the Contractor shall promptly and properly correct all to the satisfaction of the Owner.

4.16 Measurement and Payment. Measurement and payment for work under this item shall be made on the basis of the actual number of lineal feet of cured-in-place pipe rehabilitation installed, and on the basis of the actual number of each lateral reinstated.

Payment shall constitute the full amounts paid for all work under this contract Item, including provisions for all safe entrance and exit into the sewer; surface preparation; removal and disposal of all debris with sewer cleaning equipment; conducting all CCTV inspections; preparation of all test specimens; placing, finishing and curing all CIPP on the cleaned surfaces; reconnecting existing service lateral connections after the CIPP liner has been installed; provision for flow control of sanitary and storm flows including maintenance of service connections during CIPP installation; installation and maintenance of all flow control equipment; installation and maintenance of all silting

basins; installation, operation and maintenance of all lighting and ventilation systems; all necessary temporary shoring and bracing; removal of all equipment, tools, shoring, piping, hoses, materials and incidentals necessary to complete the work.