### JACKSON TOWNSHIP TRUSTEES STARK COUNTY 5735 WALES AVENUE NW MASSILLON, OHIO 44646

### SPECIFICATIONS FOR

### JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN

### **BIDS DUE**

October 24, 2023

3:00 P.M.

### **BID OPENING**

October 24, 2023

5:00 P.M.

TRUSTEES
Todd J. Hawke
John E. Pizzino
Justin B. Hardesty

PREVAILING WAGE COORDINATOR
Mary Smith 330-832-7416

FISCAL OFFICER
Randy Gonzalez

PUBLIC WORKS DIRECTOR
Richard R. Rohn 330-832-4016

ADMINISTRATOR/ LAW DIRECTOR

Michael Vaccaro 330-832-7416

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### **SECTION 101 - ADVERTISEMENT FOR BIDS**

# JACKSON TOWNSHIP, STARK COUNTY, OHIO ADVERTISEMENT FOR JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN

Sealed bids for the Jackson Township Amphitheater LED Video Screen will be received at the Office of the Board of Trustees of Jackson Township, Stark County, Ohio, 5735 Wales Avenue NW, Massillon, Ohio 44646 until 3:00 P.M. local time on Tuesday, October 24, 2023. Bids will be publicly opened and read on Tuesday, October 24, 2023 at 5:00 p.m., unless extended by written notice of the change shall be given to all persons who have received or requested the specification no later than 72 hours prior to the date fixed for such opening.

To access this Project through the Township's website (www.jacksontwp.com) we ask that you first email Shelby Curlutu, Receptionist, (scurlutu@jacksontwp.com) and provide your Company's name, address, phone number, and email address so that any addenda issued is sent to you in a timely fashion. If you do not submit this information, the Township is not responsible for any errors caused in your Company's submitted bid. There is no charge for accessing the bid documents through the Township's website. No paper copies will be sold.

The above project requires the bidder to furnish of all labor, equipment, material, appurtenances, and incidentals required for Jackson Township Amphitheater LED Video Screen. The construction plans for the Jackson Amphitheater itself and the impacted wall are available at <a href="https://www.jacksontwp.com">www.jacksontwp.com</a> for inspection and examination of all persons interested and at the Jackson Township Public Works Department located at 5735 Wales Avenue NW, Massillon, Ohio 44646 during regular business hours beginning September 18, 2023. No paper copies will be sold.

Each bid and all certificates shall be upon the forms furnished with the specifications and shall be delivered to the Jackson Township Administrative Offices at or prior to the date and hour specified for receiving bids. Each bid shall be in conformity with the Revised Code of Ohio, shall contain the names of every person and company interested therein, and shall be on the forms included in the specifications. Each bidder must submit evidence of its' experiences on projects of similar size and complexity. Each bid shall be accompanied by a proper certificate by corporations not chartered in Ohio testifying that such corporation is authorized to do business in Ohio.

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. Preference will be given to contractors having their principal place of business in Ohio over contractors having their principal place of business in a state which provides a preference in that state in favor of contractors of that state for the same type of work.

Construction work shall be subject to the prevailing wage rates established by the Ohio Department of Industrial Relations. Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

No contract shall be entered into unless the bidder possesses a valid certificate of compliance with affirmative action programs issued pursuant to section <u>9.47</u> of the Revised Code and dated no earlier than one hundred eighty days prior to the date fixed for the opening of bids for a particular project.

Each bid shall be accompanied by a bid guaranty in the form of: 1) a certified check, or cashier's check, or letter of credit, equal to ten percent (10%) of the bid; or 2) a bid guaranty bond for the full amount of the bid; both forms of a guaranty as provided in Ohio Revised Code 153.54 and in the

project specifications. The amount of the bid for said guaranty purposes should include all additive and deductive alternates. All bid guaranties shall be conditioned that if the bid is accepted within sixty (60) days of the opening, a proper contract shall be executed, and that upon failure or refusal to enter into said contract within ten (10) days after receipt of notification of award the bidder and the surety on any bond shall be liable to the township in an amount not to exceed ten percent (10%) of the bid. At the option of the Jackson Township Trustees, such bond/check will be returned to all except the apparent low bidder: however, the bond/checks of all unsuccessful bidders will be returned immediately upon award of the contract or the rejection of all bids.

The estimate for this Project is contained in the Project Specifications. Ohio Revised Code Section 153.12 prohibits the Jackson Township Trustees from awarding a bid if the price is more than ten percent (10%) in excess of said estimated cost.

A contract will be awarded to the lowest and best bidder who meets requirements of ORC Section 153.54. The Jackson Township Trustees reserve the right to reject any or all bids, to waive any informalities or irregularities in the bids received and to accept any bid or combination of bids which is deemed most favorable to the Township at the time and under the conditions stipulated. Terms of payment are as provided in Chapter 153 of the Ohio Revised Code. Work shall not begin prior to the authorization in writing by the Board of Township Trustees. Time of completion is located in Section 102.23.

A Pre-bid Conference is scheduled for Tuesday, October 12, 2023 at 10:00 a.m., at the Jackson Township Administrative Building, 5735 Wales Ave., N.W., Massillon, Ohio 44646.

This advertisement is also posted on the state public notice web site (<a href="www.publicnoticesohio.com">www.publicnoticesohio.com</a>) established under section 125.182 of the Revised Code and on the Jackson Township web site (<a href="www.jacksontwp.com">www.jacksontwp.com</a>).

BY THE ORDER OF THE BOARD OF JACKSON TOWNSHIP TRUSTEES STARK COUNTY, OHIO

Mary Smith, Legal Assistant, 5735 Wales Avenue NW, Massillon, OH 44646, 330-832-2918 ext. 2115, msmith@jacksontwp.com

To be published: Massillon Independent on September 18, 2023

#### ADVERTISEMENT FOR BIDS

# JACKSON TOWNSHIP PROJECT ADVERTISEMENT FOR JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN

Sealed bids for the JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN will be received at the Office of the Board of Trustees of Jackson Township, Stark County, Ohio, 5735 Wales Avenue NW, Massillon, Ohio 44646 until 3:00 P.M. local time on Tuesday, October 24, 2023. Bids will be publicly opened and read on Tuesday, October 24, 2023 at 5:00 p.m., unless extended by written notice of the change shall be given to all persons who have received or requested the specification no later than 72 hours prior to the date fixed for such opening.

To access this Project through the Township's website (www.jacksontwp.com) we ask that you first email Shelby Curlutu, Receptionist, (scurlutu@jacksontwp.com) and provide your Company's name, address, phone number, and email address so that any addenda issued is sent to you in a timely fashion. If you do not submit this information, the Township is not responsible for any errors caused in your Company's submitted bid. There is no charge for accessing the bid documents through the Township's website. No paper copies will be sold.

The above project requires the bidder to furnish of all labor, equipment, material, appurtenances, and incidentals required for Jackson Township Amphitheater LED Video Screen. The construction plans for the Jackson Amphitheater itself and the impacted wall are available at <a href="https://www.jacksontwp.com">www.jacksontwp.com</a> for inspection and examination of all persons interested and at the Jackson Township Public Works Department located at 5735 Wales Avenue NW, Massillon, Ohio 44646 during regular business hours beginning September 18, 2023. No paper copies will be sold.

A Pre-bid Conference is scheduled for Tuesday, October 12, 2023 at 10:00 a.m., at the Jackson Township Administrative Building, 5735 Wales Ave., N.W., Massillon, Ohio 44646.

The complete advertisement is posted in its entirety on the state public notice web site (<a href="www.publicnoticesohio.com">www.publicnoticesohio.com</a>) established under section 125.182 of the Revised Code and on the Jackson Township web site (<a href="www.jacksontwp.com">www.jacksontwp.com</a>).

BY THE ORDER OF THE BOARD OF JACKSON TOWNSHIP TRUSTEES STARK COUNTY, OHIO

Mary Smith, Legal Assistant, 5735 Wales Avenue NW, Massillon, OH 44646, 330-832-2918 ext. 2115, <a href="mailto:msmith@jacksontwp.com">msmith@jacksontwp.com</a>

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## SECTION 102

## **INFORMATION FOR BIDDERS**

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#### **SECTION 102 - INFORMATION FOR BIDDERS**

- **102.01** <u>CONTRACT DOCUMENTS</u> The "Advertisement for Bids", "Information for Bidders", "Proposal, "Bid Bond", "Agreement", "General Conditions", "Payment Bond", "Performance Bond", "Notice of Award", "Notice to Proceed", "Change Order", "Technical Specifications", and "Addenda", are the documents that shall form the contract. Bidders must examine each of the Contract Documents.
- 102.02 ADDENDA AND INTERPRETATION No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder, orally. Request for such interpretations should be delivered via email, addressed to Public Works Director Richard R. Rohn at rrohn@jacksontwp.com. To be given consideration, requests must be received at least five (5) days prior to the time fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be received by the prospective bidders, at the addresses furnished for such purposes no later than seventy-two (72) hours prior to the time fixed for the opening of such bids.
- 102.03 <u>POSTPONEMENT OF BID OPENINGS</u> The Owner reserves the right to postpone the date of presentation and opening of proposals and will give written or telegraphic notice of any such postponements to each prospective bidders at least twenty-four (24) hours prior to the time fixed for the opening of bids.
- **102.04** EXAMINATION OF CONTRACT AND PROPOSAL DOCUMENTS The bidders must examine the technical specifications, drawings, and all other requirements of the proposed items, and exercise their own judgment as to the extent of the work to be done. The contractor must assume all risk of variance in any interpretation of the specifications by whomsoever made, and agree to fully furnish each item in accordance with the specifications for the price bid.
- 102.05 PROPOSAL FORMS All proposals must be made on the required Proposal Form attached hereto. All blank spaces for prices must be filled in, in ink, or typewritten, and the Proposal Form must be fully completed and executed when submitted. When provision is made in the Proposal Form for amounts to be both written and printed, they must be properly filled in, and in the event of any discrepancy between written and printed amounts, the written amount will be used. The Board of Trustees of Jackson Township will review any explanation, modification or stipulation accompanying a proposal to determine if the bid proposal is responsive to the specifications. Each proposal must be submitted in a sealed envelope, addressed to the Owner at the address given in the Invitation for Bids. Each sealed envelope containing a Proposal must be plainly marked on the outside as JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN and the envelope should bear the name of the bidder, their address and phone number, and addressed to the Owner at the address given in the Invitation for Bids. Proposals must be received on or before the date and time indicated in the "Invitation to Bid".

When an item in the proposal contains a choice to be designated by the bidder, the bidder shall indicate their choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted. The proposal shall include a properly executed non-collusion affidavit. The bidder's proposal must be signed in ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the proposal is made by an Individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the by-laws to sign contracts, the name of the corporation and the business address

of its corporate officers must be shown. Anyone signing a proposal as agent must file with it legal evidence of this authority to do so.

Before a contract will be awarded to a foreign corporation or a person or partnership who is not a resident of the State of Ohio, a certificate from the Secretary of State will be required stipulating that such corporation is authorized to do business in the State of Ohio or that such person or partnership has filed with the Secretary of State a power of attorney designating the Secretary of State his or its agent for the purpose of accepting summons for any action relating to the contract or brought under the provisions of the Workers' Compensation Law or any other law of the State of Ohio.

**102.06** - <u>BID GUARANTY BOND</u> - Each bid shall be accompanied by a bid guaranty in one of the following two forms:

- 1. BID GUARANTY FORM 1 A bid guaranty bond for the full amount of the bid, including all additive and deductive alternates, conditioned to:
  - A. Provide that, if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, and specifications. If for any reason, other than as authorized by Sections 9.31 or 153.54(G) Ohio Revised Code, the bidder fails to enter into the contract, and the Board of Trustees of Jackson Township award the contract to the next lowest bidder. the bidder and the surety on his bond are liable to the Township for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten percent (10%) of the amount of the bond, whichever is less. If the Board of Trustees of Jackson Township do not award the contract to the next lowest bidder. but resubmit the project for bidding, the bidder failing to enter into the contract and the surety on his bond, except as provided in Section 153.54(G) Ohio Revised Code, are liable to the Township for a penal sum not to exceed ten percent (10%) of the amount of 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.
  - B. Indemnify the Township against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, and specifications therefor and to pay all lawful claims of subcontractors, materialmen and laborers for labor performed or material furnished in carrying forward, performing or completing the contract; and agree and assent that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim as well as for the Township.

The bond form shall be the attached Township's Bid Guaranty and Performance Bond, and recovery of any claimant thereunder shall be subject to Ohio Revised Code Sections 153.01 to 153.60, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

2. BID GUARANTY - FORM 2 - A bid guaranty of certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, equal to ten percent (10%) of the bid, including all additive and deductive alternates. Any such letter of credit shall be revocable only at the option of the Board of Trustees of Jackson Township.

All such guarantees shall be made payable to the Board of Trustees of Jackson Township.

The bid guaranty shall be conditioned to provide that if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, and specifications. If, for any reason other than as authorized by Sections 9.31 or

153.54(G) Ohio Revised Code, the bidder fails to enter into the contract and the Board of Trustees of Jackson Township award the contract to the next lowest bidder, the bidder shall be liable to the Township for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten percent (10%) of the amount of the bid, whichever is less. If the Board of Trustees of Jackson Township does not award the contract to the next lowest bidder, but resubmits the project for bidding, the bidder failing to enter into the contract, except as provided in Section 153.54(G) Ohio Revised Code, is liable to the Township for a penal sum not to exceed ten percent (10%) of the amount of 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.

If the bidder enters into the contract, the bidder shall, at the time he enters into the contract, file a performance bond for the amount of the contract to indemnify the Township against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, and specifications therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing or completing the contract; and agree and assent that his undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the Township.

The bond form shall be the attached Township's Performance Bond (Section 104.03). Recovery of any claimant under the performance bond shall be subject to Ohio Revised Code Sections 153.01 to 153.60, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The bid guaranty in the form of a certified check, cashier's check, or letter of credit filed with bids will be returned to the successful bidder upon filing of the performance bond described above.

102.07 - OTHER REQUIREMENTS FOR BID GUARANTIES AND PERFORMANCE BONDS - All bid guaranties shall be payable to the Board of Trustees of Jackson Township, shall be for the benefit of the Board of Trustees of Jackson Township, Stark County, Ohio or any person having a right of actions thereon, and shall be deposited with, and held by, the Board of Trustees of Jackson Township. All bid guaranty and performance bonds shall be issued by a surety company authorized to do business in Ohio.

No time limit for the instituting of suit shall be added to the Bond Form.

Identification of the project shall be listed on the Bond.

As Principal, the Bond shall be signed by the same or two officials authorized to sign the construction contract. (See instructions for signing Jackson Township Contracts).

All signatures shall be original signatures. Facsimile signatures are NOT acceptable.

**102.08** - <u>POWER OF ATTORNEY</u> - The Surety's Power of Attorney and authorization to do business in Ohio shall be attached to the Bond. Powers of Attorney in one of the following forms will be acceptable:

- 1. Power of Attorney executed with original signatures.
- 2. A copy of the original Power of Attorney duly certified by property corporate officers.
- 3. A duplicate Power of Attorney which is a reproduction of the entire original Power of Attorney

produced photographically, chemically, or by other equivalent techniques that accurately reproduces the original.

NOTE: Blank unexecuted Powers of Attorney to which facsimile "rubber stamped" signatures have been affixed is <u>not acceptable!</u>

The above Power of Attorney requirements apply to Bid Guaranty Bonds, Performance Bonds or any other bond required by the Specifications.

**102.09** - <u>RETURN OF BID GUARANTIES</u> - Bid guaranties will be returned to unsuccessful bidders immediately after the contract is executed.

The bid guaranty in the form of a certified check, cashier's check, or letter of credit will be returned to the successful bidder upon the filing of a satisfactory performance bond.

In the event of rejection of bids, all bid guaranties will be returned to the bidders.

102.10 - EXECUTION OF CONTRACT WITHIN 10 DAYS - Where the Board of Trustees of Jackson Township accepts a bid but the bidder fails at or refuses to enter into a proper contract in accordance with the bid, plans, and specifications within ten (10) days after receipt of notification of award, the bidder and the surety on any bond shall, except as provided in Section 153.54(G) of the Ohio Revised Code, be liable for the amount of difference between his bid and that of the next lowest bidder, but not in excess of the liability specified in Section 153.54(B)(1), (C) or (G), of the Ohio Revised Code. Liability on account of an award to the third lowest bidder, or when applicable, the fourth lowest bidder or beyond, shall be determined in a like manner.

Enter into "a proper contract" means that within ten (10) days after receipt of the Township's notification of award, the successful bidder shall file with the Board of Trustees of Jackson Township, the following documents exactly in the manner specified.

- 1. Signed contract with Certified Corporation Resolution, or notarized statement of partnership or as sole owner.
- 2. A performance bond for the full amount of the contract if the bid guaranty was in the form of a certified check, cashier's check or letter of credit.
- Certificate of Insurance.
- 4. Current Ohio Workers Compensation Certificate.
- 5. A statement in accordance with ORC Section 5719.042 stating whether the bidder had delinquent personal property taxes at the time of the bid.

Upon failure to file the documents listed above in the manner specified by the Township with ten (10) days of notification of the award, the bidder and/or the surety on any bond shall be liable to the Township under their bid guaranty.

- **102.11** <u>DISQUALIFICATION OF BIDDERS</u> Any of the following reasons may be considered sufficient for the disqualification of a bidder and the rejection of their proposal or proposals.
- 1. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the Owner until such bidder has been reinstated as a qualified bidder.

- 2. Bid prices that obviously are unbalanced.
- 3. Lack of competency and adequate machinery, plant and other equipment, as revealed by experience questionnaires required by the Owner.
- 4. Machinery and/or equipment which does not conform to the specifications.
- 5. Failure to comply with any qualification or regulation of the Owner.
- 6. Performance of machinery and/or equipment which after evaluation in the opinion of the Township is not cost effective to operate and maintain on both short and long term basis.
- 7. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
- 8. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 9. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limited to the maximum gross amount of award acceptable to any one bidder at any one bid letting, provided that any selection of awards will be made by the Owner.
- 10. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
- 11. If the bidder fails to properly complete bid proposal forms.

**102.12** - OMISSIONS AND DISCREPANCIES - Should a bidder find discrepancies or omissions in the Contract Documents or should he be in doubt as to their meaning, he should at once notify the Richard R. Rohn, Public Works Director, in writing or via email <a href="mailto:rrohn@jacksontwp.com">rrohn@jacksontwp.com</a>, who will evaluate the bidder's concerns and send written instructions to all Bidders in the form of an addendum, if necessary.

#### **102.13** - DEFINITIONS

- 1. <u>Owner/Township</u> Board of Trustees of Jackson Township, Stark County, Ohio or their authorized representative.
- 2. <u>Township Representative</u> shall be understood to mean the project representative employed or retained by the Owner and designated and authorized to act as its agent.
- 3. <u>Inspector</u> shall be understood to mean the on-site project inspection representative employed or retained by the Owner and designated and authorized to act as its agent.
- 4. <u>Bidder</u> is any person, firm or corporation submitting a Proposal for work contemplated.
- 5. <u>Contractor</u> is any person, firm, or corporation undertaking work on an executed Contract.
- 6. <u>Subcontractor</u> is any person, firm or corporation undertaking work under the obligation of the Contractor, who prior to such undertaking, received the written consent of the Owner.
- 7. <u>Surety</u> is the corporate body individual (or individuals), bound with and for the Contractor for the acceptable performance of the Contract and for completion of the Work.

- 8. <u>Proposal Form</u> is the approved form, bound with the specifications upon which the Owner required formal bids to be prepared and submitted for the Work.
- 9. <u>Proposal</u> is the offer of the Bidder for the Work, made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- 10. <u>Specifications</u> are the directions, provisions, and requirements as contained herein or amended, pertaining to the method and manner of performing the work and the quantities and quality of materials to be furnished, and method of evaluating payments under the Contract.
- 11. <u>Supplemental Agreements</u> are written agreements executed by the Contractor and the Owner covering alterations necessary to the project as hereinafter provided.
- 12. <u>Contract</u> is the written agreement covering the performance of the Work and furnishing labor, tools, and equipment, and materials in construction of the Work. The Contract shall include Notice to Bidders, Proposal, Specifications, and Bonds and also all Supplemental Agreements, required to complete the Work in a substantial and acceptable manner.
- 13. <u>Contract Bond</u> is the approved form of security furnished by the Contractor and his Surety or Sureties as a guaranty that he will complete the Work in accordance with the terms of the Contract, and all Supplemental Agreements pertaining thereto.
- 14. <u>Work</u> is all work specified or indicated on the Proposal and Contract Specifications, Plans and Documents.
- **102.14** <u>SPECIFICATIONS FOR THE WORK</u> All work under this contract shall be performed in strict compliance with the most recent Ohio Building Codes, regulations of the Board of Trustees of Jackson Township, Stark County, Ohio, and/or compliance with any other applicable local building or licensing authorities concerning State, Federal, and local agencies of Jackson Township.
- 1. Jackson Township Amphitheater LED Video Screen Plans & Specifications contain necessary construction details and are located in Section 102.25.
- **102.15** <u>FAIR PROPOSALS</u> Bidders are notified that in submitting their proposals, they thereby declare that all persons interested as principals are named therein and that the Proposal is fair in all respects; that it was prepared without collusion or fraud, and that no person in the employ of the Owner was or shall be interested in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits therefrom.
- **102.16** <u>STATE LAWS AND REGULATIONS</u> The Bidder's attention is directed to all applicable State laws, rules and regulations of the authorities having jurisdiction over work in the locality of the project. They shall apply to the Contract throughout, as though herein written.
- 102.17 ACCEPTANCE OR REJECTION OF PROPOSALS The Owner reserves the right to waive informalities, to reject any or all bids or to accept other than the lowest bid. Without limiting the generality of the foregoing, Proposals which are incomplete, obscure, irregular, contain erasures, omit a bid price, fail to list subcontractors, or are accompanied by an insufficient or irregular certified check or bid bond, may be rejected. Any Proposal may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. A bid shall be held firm for a minimum of sixty (60) days from the time of bid opening.

**102.18** - <u>AWARD OF CONTRACT</u> - The Estimate is established on the base bid. The Township, unless all bids are rejected, will award the Contract based on the lowest and best base price bidder.

On November 14, 2005, the Board of Trustees adopted the following Bid Criteria Resolution which is incorporated herein.

BE IT RESOLVED THAT, pursuant to ORC Chapter 504 and ORC Sections 504.04(A)(1) and (2) or other law, that the Board of Trustees of Jackson Township:

- (1) Hereby determines that the following factors are significant in determining whether a bid is the lowest and best bid and may be considered and applied by the Board of Trustees of Jackson Township, in its discretion, to any contractor submitting a bid when awarding all competitively bid construction contracts:
  - a. Bidder's familiarity with the project
  - b. Adequacy of equipment for the project
  - c. Bidder's record on similar construction projects
  - Bidder's construction experience in the preceding twelve (12) months including the original contract price for each job undertaken, the cost of any change order and overruns
  - e. Bidder's compliance with completion deadlines
  - f. Bidder's prior performance on any project for Jackson Township
  - g. Bidder's financial solvency
  - h. Whether bidder has ever sued or been sued by a public entity over a public project
  - i. Bidder's bonding record
  - j. Bidder's compliance record with unemployment and workers' compensation laws
  - k. Bidder's compliance record with Federal and State wage laws
  - I. Bidder's compliance record with the Fair Labor Standards Act (FLSA)
  - m. Bidder's compliance record with Occupational Safety and Health Administration (OSHA) regulations
  - n. Any other factor determined to be relevant by the Board of Trustees.
- (2) Hereby determines, in certain circumstances, other factors are also significant in determining whether a bid is the lowest and best bid. These other factors may be considered and applied by the Board of Trustees of Jackson Township, in its discretion, to the two lowest responsive bidders when the dollar amounts of the two lowest responsive bids are within the following limits of each other:
  - a. 15% if the lowest bid is at least \$50,000 but does not exceed \$100,000.
  - b. 10% if the lowest bid is at least \$100,000 but does not exceed \$500,000,
  - c. 5% if the lowest bid exceeds \$500,000.

If one of these circumstances exist, the following other factors are also significant in determining whether a bid is the lowest and best bid and may be considered and applied by the Board of Trustees of Jackson Township, in its discretion, to the two lowest responsive bidders:

- a. Experience of bidder's workforce
- b. The bidder's participation in an apprenticeship program and length of participation in such program
- c. The number of years bidder has been in the construction, renovation, maintenance or repair business
- d. Continuity of bidder's workforce
- e. Whether the company's headquarters are located in Stark County

- f. The number of Stark County residents employed by the bidder
- (3) Hereby determines all bid specifications for construction, repair and renovation work for Jackson Township shall advise prospective bidders of all of the factors that may be taken into consideration by the Board of Trustees of Jackson Township in determining whether a bid is not only the lowest, but also the best bid. Bid specifications shall contain provisions conforming to Sections 1 and 2 of this Resolution, including the attached bidder's profile form to enable a bidder to provide evidence to the Board of Trustees of Jackson Township for the bidder's compliance with, adherence to, or satisfaction of, the various factors that may be considered by the Board in determining the lowest and best bid.
- (4) This Resolution shall fully replace any prior Resolution establishing best bid criteria and is effective on December 14, 2005.

In order to make this determination, the Owner may make such investigations as necessary, and the Bidder shall furnish to the Owner all such information and data requested for this purpose, including experience, finances, equipment, and personnel. The Owner shall make such investigation as necessary into similar past contractual relationships of the Bidder, and the Bidder shall furnish to the Owner, all such information and data requested for this purpose.

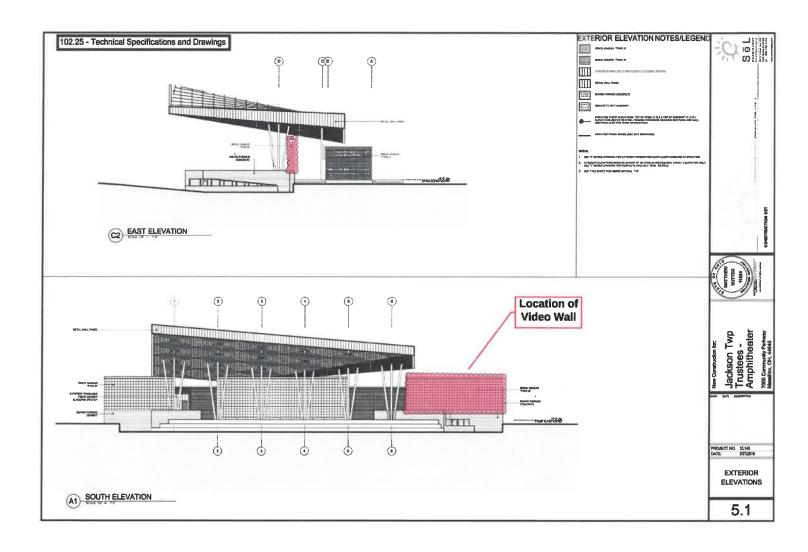
- **102.19** <u>CANCELLATION OF AWARD</u> The Owner reserves the right to rescind the award of any Contract, before the execution of said Contract by all parties, without any liability against the Owner.
- **102.20** <u>NOTICE OF AWARD</u> The successful Bidder, within ten (10) days from the date of the Notice of Award, will be required to execute the contract and furnish the necessary Contractor's Performance Bond, and Certificate of Insurance as described below, and other information and certificates as required. Failure to do so will constitute an abandonment of the bid bond.
- 102.21 PERFORMANCE BOND If the Contractor submitted a bid guaranty described in Section 102.06 (2), the Contractor shall within ten (10) days after receipt of the Notice of Award, furnish the Owner with a Performance Bond in a penal sum equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertaking, covenants, terms, conditions, and agreements of the Contract Documents. Such Bond shall be executed by the Contractor and a surety company authorized to do business in the State of Ohio as surety. The expense of these bonds shall be borne by the Contractor. If at any time a surety on such bond is declared bankrupt or loses its right to do business in the State of Ohio or is removed from the list of Surety companies accepted on Federal bonds, the Contractor shall, within ten (10) days after notice from the Owner, substitute an acceptable bond (or bonds) in such form and sum, signed by such surety or sureties, satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be made by the Owner until the new surety or sureties have furnished an acceptable bond to the Owner.
- **102.22** <u>NOTICE TO PROCEED</u> Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. The Notice to Proceed shall state the starting date of construction (within ten (10) days from the date of notice) and will be used to determine liquidated damage should the Contractor fail to complete the project within the specified completion time.
- **102.23** <u>COMPLETION TIME</u> The work shall be completed by April 29, 2022. A later completion date may be considered if the contractor provides information such as a shortage of materials, equipment, parts, etc.

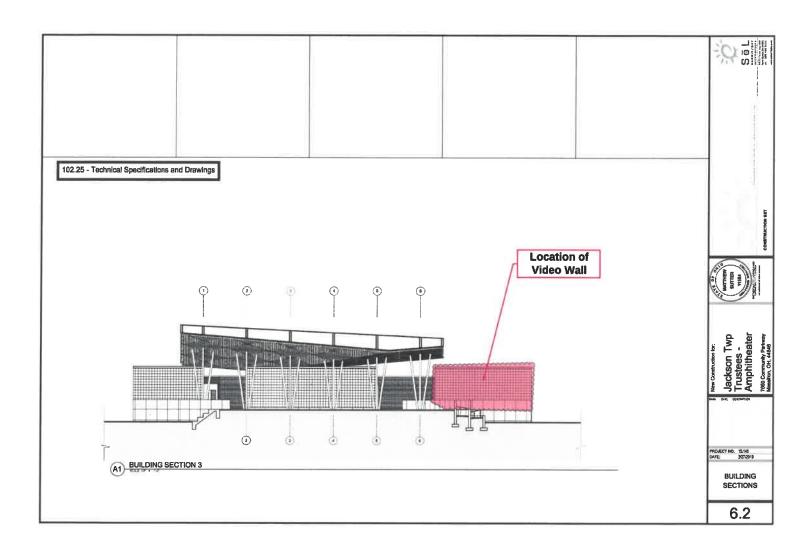
Refer to Section 105.35 for Time of Completion and Liquidated Damages.

**102.24** – ESTIMATE – The Estimate for this project is \$205,000.00.

After the Contract is awarded for this Project, the Township will require that a schedule of values be submitted to the Public Works Director before work is started. This schedule of values will be used to review the Contractor's payment applications to ensure accuracy and will also be used as a reference point for any agreed upon additions and/or deductions by Change Orders properly approved and executed by the Township and Contractor.

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## Jackson Township Amphitheater LED Video Wall



## **102.25 Technical Specifications and Drawings**

Line		
Number	Description	Quantity
	Custom outdoor LED Wall System 29.4' x 10.5' Pixel Pitch (mm): 4.446mm LED Arrangement: SMD1921 Gold Wire Brightness Level: 7500nits IP Rating (front and rear): IP65/IP54 Certificate: CE, FCC, ETL or better Consisting of Materials Listed Below:	1
1	1280 mm x 960 mm panels or better	14
2	1280 mm x 640 mm or better	14
3	Modules: QTY. 9 Power Supplies: QTY. 1 Graphic Cards: QTY. 1 Hub Cards: QTY. 1	1
4	HSVideo Wall Splicer or better	1
5	16xRJ45+2xFiber Sender Card or better	1
6	4xHDMI input card or better	1
7	4x3G SDI input card or better	1
8	20' Stainless Steel Unistrut or better	10
9	Misc. Hardware	1
10	1000' Spool Category 6A F/UTP Indoor/Outdoor or better	2
11	CAT6A RJ45 Connector or better	24
12	IPCP Pro xi Control Proc., LL UI Upgrade or better	1
	TLP Pro 1025T 10" Table Top Touch Panel or better	1
	2/3" - type 3CMOS HD XDCAM Shoulder Camcorder with LCD Viewfinder, 16X Auto Focus Lens, Stereo Shotgun Mic, 1080/60P or better	1
15	Quick release Tripod Adaptor or better	1
16	High Capacity Battery-V Mount Type or better	2
17	Dual Battery Charger or better	1
18	Custom Carrying Case for Camera	1
	10' Tall Microphone Stand or better	1
20	Ranger HD 3G-SDI/HDMI Wireless Video Transmission System or better	1
21	Outdoor Professional PTZ Camera or better	1
22	Compact 3.5" LCD PTZ Controller POE or better	1
23	12V 70W PSU or better	2
24	3 Port Ethernet Switch or better	1
25	4K 8- Channel Digital Video Switcher or better	1
26	18RU 25" Deep Equipment Rack or better	1
27	solating Leveling Feet	1
28	RG6/U 12Ghz Coaxial Cable or better	1



# JACKSON TOWNSHIP PUBLIC WORKS DEPARTMENT PARK DIVISION



BIDS OPEN AT: 5:00 PM OPENING DATE: OCTOBER 24, 2023

**BID PROPOSAL SHEET** 

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	ITEM TOTAL
11	Custom outdoor LED Wall System 29.4' x 10.5' Pixel			
	Pitch (mm): 4.446mm			
	LED Arrangement: SMD1921 Gold Wire Brightness			
	Level: 7500nits			
	IP Rating (front and rear): IP65/IP54 Certificate: CE,			
	FCC, ETL or better			
	Consisting of Materials Listed Below:			
1	1280 mm x 960 mm panels or better	14		
2	1280 mm x 640 mm or better	14		
	Modules: QTY. 9			
3	Power Supplies: QTY. 1	1 1		
J	Graphic Cards: QTY. 1	-		
	Hub Cards: QTY. 1			
4	HSVideo Wall Splicer or better	1		
5	16xRJ45+2xFiber Sender Card or better	1		
6	4xHDMI input card or better	1		
7	4x3G SDI input card or better	1		
8	20' Stainless Steel Unistrut or better	10		
9	Misc. Hardware	1		
10	1000' Spool Category 6A F/UTP Indoor/Outdoor or	2		
10	better	2.		
11	CAT6A RJ45 Connector or better	24		
12	IPCP Pro xi Control Proc., LL UI Upgrade or better	1		
13	TLP Pro 1025T 10" Table Top Touch Panel or better	1		
	2/3" - type 3CMOS HD XDCAM Shoulder Camcorder			
14	with LCD Viewfinder, 16X	1		
ada ' Y	Auto Focus Lens, Stereo Shotgun Mic, 1080/60P or			
	better			
15	Quick release Tripod Adaptor or better	1		
16	High Capacity Battery-V Mount Type or better	2		
17	Dual Battery Charger or better	1		
18	Custom Carrying Case for Camera	1		
19	10' Tall Microphone Stand or better	1		
20	Ranger HD 3G-SDI/HDMI Wireless Video	1		
	Transmission System or better			
21	Outdoor Professional PTZ Camera or better	1		
22	Compact 3.5" LCD PTZ Controller POE or better	1		
23	12V 70W PSU or better	2		
24	8 Port Ethernet Switch or better	1		
25	4K 8- Channel Digital Video Switcher or better	1		
26	18RU 25" Deep Equipment Rack or better	1		
27	Isolating Leveling Feet	1		
28	RG6/U 12Ghz Coaxial Cable or better	1		
			Total Price:	

NOTE: CONTRACT WILL BE AWARDED AS LUMP SUM BID

## SECTION 103

## PROPOSAL FORMS

## <u>INDEX</u>

<u>ITEM</u>	DESCRIPTION
103.01	Proposal Documents
103.02	Bid Guarantee and Performance Bond
103.03	Non-Collusion Affidavit
103.04	Resources and Experience of Bidder
103.05	Bidder's Profile
103.06	Declaration of Personal Property Tax Delinquency
NOTE:	THE BIDDER IS CAUTIONED TO FILL IN ALL FORMS COMPLETELY AND PROPERLY OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.

### 103.01 - PROPOSAL

PROJECT: JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN

OPENING TIME: 5:00 P.M. OPENING DATE: October 24, 2023

TO THE BOARD OF TRUSTEES OF JACKSON TOWNSHIP:

The signing of the bid represents the Bidder's acceptance of the terms and conditions of the Instructions to Bidders, Specifications, Drawings, and provisions of this proposal form. The Bidder shall enter into a Contract if they are awarded the bid.

All work under this contract shall be performed in strict compliance with the most recent Ohio Building Codes, regulations of the Board of Trustees of Jackson Township, Stark County, Ohio, and/or compliance with any other applicable local building or licensing authorities concerning State, Federal, and local agencies of Jackson Township. The "Inspector" shall be as designated by the Board of Trustees of Jackson Township.

Date set for completion of all work shall be the same day as the completion day for the base contract. All materials and labor will be provided by the Contractor.

Excess and unsuitable materials shall be removed from the site. All disturbed areas will be restored to original condition (top soiled as necessary to finish grade and seeded to conform to existing lawn)

Construction layout stakes shall be the responsibility of the Contractor; the cost of, which shall be included in the price, bid for other work items.

All materials and each part of detail of the project shall be subject to inspection by the Inspector. The Inspector shall be furnished with such information and assistance by the Contractor as is required. No work shall proceed without the Inspector's knowledge.

The Contractor is required to provide twenty-four (24) hours' notice to the Inspector before starting any work so that proper inspection may be provided. No departures from the plans, grades, lines, specifications or any other directions of the Inspector shall be made without permission.

The Contractor shall properly maintain the entire work site during construction. This maintenance shall constitute a continuous and effective prosecution of the work on a daily basis with adequate equipment and forces to the end so that the entire site is kept in a condition satisfactory to the Inspector at all times. Permission to temporarily halt construction on the project will be given by the Inspector only if the site is in satisfactory condition, particularly as it applies to matters of public safety which are addressed in a later section of these specifications. If at any time the Contractor fails to comply with this requirement, the Inspector will notify the Contractor of such noncompliance in writing. If the Contractor fails to remedy the unsatisfactory maintenance within twenty-four (24) hours after receipt of such notice, the Township will proceed to maintain the project and the cost of this work will be deducted from monies due the Contractor on his contract. Final estimates will not be paid until the Contractor has removed all materials, equipment, containers, excess dirt, supplies, or any other debris from the site; and the entire work site which have been damaged or disrupted in any way during construction, has been returned to a neat condition satisfactory to the Inspector.

All cost of maintenance work during the construction and before the final acceptance is made shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

The Bidder agrees this is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purpose. The Bidder agrees this bid is, in all respects, fair and without collusion or fraud.

The undersigned, having full knowledge of the work, plans and specifications for the following improvement and the conditions of this proposal, hereby agrees to furnish all services, labor, material, freight, fuel, hauling, use of machinery, equipment and other costs necessary to complete the entire project according to plans and specifications and the starting and completion dates. The Bidder accepts the unit prices specified below for each item as full compensation for the work in this proposal.

The total amount of the base bid damage insurance premiums amou	including the cost of performance bond nts to the sum of:	d and liability and property
	and	/Dollars
(\$)		
Bidder acknowledges receipt of the	following Addenda:	
No, dated	2023	
No, dated	2023	
No, dated	2023	
	accepted, he will enter into a contract v Documents for the prices as noted on t	
Work,, 2023	ed to this Proposal. Upon acceptance do hereby bind to enter into a written Contract and are ship, Stark County, within ten (10) days	this required bond with the
Signature Clause:		
If A Corporation	Name of Corporation	_
Signature:	President	_
Signature:	Secretary	<del>-</del>

If A Partnersh	ip	Name of Partnership
	Signature:	
	Signature:	
	Signature:	
If An Individua	al I doing business	
under the firm style of:	_	
	Sworn to and subscrib	ed before me, a notary public, this , 2023.
		Notary Public

## **CORPORATE RESOLUTION**

, Secret	ary of
corporation hereby certifies that the following is a true a by the Board of Directors of, 2023 to wit:	and correct copy of a resolution duly adopted
Resolved that the	of this company, namely, he hereby is
authorized and directed to enter into any a performance bonds with the Board of Trustees Ohio for the purpose of furnishin	nd all contracts, bid guaranty and of Jackson Township, Stark County, ag labor and materials to upon such terms
and conditions including any amendments	at his sole discretion shall
deem best, and that said actions shall be bin- further, that said authorized and directed to execute and deliv Jackson Township other instruments which in hi to carry out the foregoing resolution.	be, and he further is hereby er unto said Board of Trustees of
IN WITNESS WHEREOF, I have hereunto set my han this day of, 2023, and I further and effect.	d and affixed the seal of said corporation at certify that said resolution is still in full force
Secretary	

SEAL

### 103.02 - BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned. (Name and Address of Contractor) as principal, hereinafter called Principal, and (Full Name and Address of Surety) as sureties, hereinafter called Surety, are hereby held and firmly bound unto the Jackson Township Board of Trustees, Stark County, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the obligee on the \_\_\_\_ day of \_\_\_\_, 2023, 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 alternate proposals made by the Principal on the date referred to above to the obligee, which is accepted by the obligee. In no case shall the penal sum exceed the amount of ). (If the foregoing blank is not filled in, the penal sum will be the full dollars (\$ amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the Principal has submitted a bid for the project.

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

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

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

Signed this day of	,	2023.
		PRINCIPAL
WITNESS OF PRINCIPAL		BY:
		Title:
		SURETY
WITNESS OF ATTORNEY-IN-FACT	BY:	Attorney-in-Fact
		(Full Mailing Address)

(1) Signed by the same one or two Officials who will be signing the Contract. Facsimile signatures are not acceptable.

### 103.03 - NON-COLLUSION AFFIDAVIT

My commission expires:

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER. IF THE BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT. STATE OF OHIO )SS: COUNTY OF STARK ) (Name of bidder or bidders) BEING DULY SWORN, DEPOSES AND SAYS THAT \_\_\_\_\_ and that (give name of all/persons, firms, or corporations interested in Ohio) only person(s) interested in the profits of the herein contained Contract; that the said Contract is made without any connection or interest in the profits thereof with any other person making any bid or proposal for said work; that the said Contract is on all part, in all respects fair, said without any collusion or fraud, and also that no head of any department of bureau, or employee therein, or any officer to the Township is directly or indirectly interested therein. Signature Date STATE OF OHIO )SS: COUNTY OF STARK ) Before me, a Notary Public, in and for said County and State, personally appeared the above named, who acknowledged the making and signing of the foregoing instrument to be his own free act and deed. In Testimony thereof, I have set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023. Notary Public

## 103.04 - RESOURCES AND EXPERIENCE OF BIDDER

The Bidder, in order to secure consideration of their proposal, will hereby submit a statement of we performed similar in size and complexity to that to be done under this proposed contract.	vork

### **SECTION 103.05 - BIDDER'S PROFILE**

					leemed responsi
idder's Name					
idder's Addre	ss				
roject being b	id				
4, 2005, the Enalyzing bids of Ohio and the est bid. Your sonsidered. No serves the rigger cise its full	Soard of Trustee for the awarding e Resolution, the sworn answers single factor w ght to contact all discretion in de	es of Jackson To g of capital imp e Board may d to these quest ill be controlling I firms and/or p termining the i	Township may co provement project etermine that the ions will provide g. The Board of	onsider certain  ct. Pursuant to  colonies lowest bid is a  the necessary  Trustees of Jac  ed in the Bidde  bid.	the law of the Sta not necessarily th information to be ckson Township er's Profile and to
Owner Entity	Type of Project	Bid Price	Final Price	Contact Person	Phone Number
ginal complet	tion date? Yes_	No	pany completed		•

3.	3. Please complete the following work history for all projects in the preceding 12 months.					
-						
					Reasons for	

Project	Original Contract Price	Cost for Change Order or Overrun	Reasons for Change Order or Overrun

4.	Has your	company	ever worked	on a project fo	Jackson Town	ship before?
	Yes_	No				
	If yes, wh	at was the	e project and v	when was it pe	rformed?	

5. Please complete the following equipment profile.

Make	Model	Size	Age	Quantity
			- 3	

6. If you do not have the necessary equipment for this project, how do you intend to obtait?
--

7. List the names of material suppliers and subcontractors used currently or recently on projects most similar to the one being bid. (List 4 of each)

Supplier	Address	Contact Person	Phone Number
Subcontractor	Address	Contact Person	Phone Number
		usiness under its present	
		tion businesses? Yes	
If yes, please list.	arry other construc	mon businesses: Tes	
		d in the past five years? \	
. Are you able to provi	de the appropriate	surety bond? Yes	No
i. Is your firm currently Has this firm or any o years? Yes N	other firm owned by	S No the same owner been in	bankruptcy in the pas
5. Has your company e Yes No If yes, give a brief ex		ued by a public entity ove	r a public project?
owner/cupervisors of	projecte? Ves	ce bonds been activated No ?	
. In the past 5 years, h If yes, who was the c	ave you had to forfo ontract with and wh	eit any contract? Yes len did this occur?	No

Yes 1	5 years, has your com No in			
laws? Yes_	5 years, has your com No in	•		·
wage laws?	years, has your com Yes No in	_		eral or State prevailing
Act (FLSA)?	years, has your com Yes No in			
Health Admi If yes, expla	i years, has your com nistration (OSHA) reg in	gulation? Yes	No	upational Safety and
23. Please com	olete the following em	pioyee profile.		
Trade	# of Employees	Avg years experience	Avg years w/this company	
No If Yes, descr	any of your employed ibe the program, incluength of their participa	uding who partici	pated in it, what pro	ogram they participated
25. Are your con	npany headquarters led	ocated in Stark (	County? Yes	No
26. How many o	f the employees emp	loyed by you cur	rently are residents	of Stark County?
Number =				-

I hereby attest to the accuracy of the answers I have given in the preceding Bidder's Profile and further attest to the fact that I am in a position to know the correct answers to these questions of have ascertained the correct answers from others in my company.		
Signature and Title	Print or type the name signed	

## 103.06 - <u>DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY</u> Ohio Revised Code 5719.042

l,	, hereby affirm that
bidder herein IS/IS NOT (as applicable) cha personal property taxes of the County of St	arged at the time of submitting this bid with any delinquent
The amount of such due and unpaid delind is	quent tax and any due and unpaid penalties and interest
	·
	Signature
	Title
STATE OF OHIO ) ) SS:	
COUNTY OF STARK)	
	d County, personally appeared authorized signature for and acknowledges that he has signed the foregoing and deed.
IN TESTIMONY WHEREOF, I have affixed day of, 2023.	my hand and seal of my office at, Ohio, this
	Notary Public

### SECTION 104

### CONTRACT FORMS

## **INDEX**

ITEM	DESCRIPTION
104.01	Notice of Award
104.02	Construction Contract
104.03	Performance Bond
104.04	Notice to Proceed Document

NOTE: THE BIDDER IS CAUTIONED NOT TO COMPLETE ANY OF THE FOLLOWING FORMS.

AFTER THE CONTRACT IS AWARDED, THE FORMS WILL BE COMPLETED UNDER THE DIRECTION OF THE OWNER.

## 104.01 - NOTICE OF AWARD TO: PROJECT DESCRIPTION: JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN The Owner has received the necessary approvals to accept the bid submitted by you for the abovedescribed work. You are hereby notified that your Bid has been accepted for the above-described work in the base bid amount of \$\_\_\_\_\_\_, as authorized by Resolution No. 23-\_\_\_\_ of the Township of Jackson. You are required to execute the attached contract within ten (10) calendar days from the date of receipt of the Contract Documents. If you fail to execute said contract within ten (10) calendar days from the date of receipt of contract documents, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to proceed against your Bid Guaranty as prescribed by law. You are required to sign and return an acknowledged copy of this Notice of Award to the Owner. Dated this \_\_\_\_\_, 2023. TOWNSHIP OF JACKSON STARK COUNTY, OHIO RECEIPT OF THE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED

Date \_\_\_\_\_

#### 104.02 - CONSTRUCTION CONTRACT

PROJECT: JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN

THIS CONTRACT, made and entered into at Jackson Township, Ohio, by the Board of Trustees of Jackson Township (hereafter Township), and (hereafter Contractor).

WITNESS, the Township and the Contractor hereby agree as follows:

#### 1. CONTRACT DOCUMENTS

The Contract consists of this document, the Advertisement for Bids, the Drawings, Specifications and all Addenda issued prior to the execution of this contract, the Performance Bond, the Contractor's Bid, this Contract, all Change Orders issued subsequent thereto, and Prevailing Rate Wages.

#### 2. CONTRACT REGULATIONS

Terms and conditions of this Contract shall be governed by the provisions of Chapters 153, 505 and 4115 of the Ohio Revised Code and all other applicable local, State, and Federal ordinances, statutes and regulations. All records, manuals, forms, drawings, schedules, lists, surveys, specifications, designs, and other data pertaining to the work specified in this Contract are and shall remain the sole property of the Township.

#### 3. NON-DISCRIMINATION

Every contract for or on behalf of the state, or any township, county, or municipal corporation of the state, for the construction, alteration, or repair of any public building or public work in the state shall contain provisions by which the contractor agrees to both of the following or will be subject to ORC 153.60:

- (A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

As a forfeiture for any breach of the above provisions against discrimination, there shall be deducted from the amount payable to the contractor by the Township under this contract a forfeiture of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this contract and furthermore the contract shall be canceled or terminated by the Township and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

#### 4. DRUG-FREE WORKPLACE PROGRAM

Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the

Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement.

Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvement.

Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.

Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the state for five years after the date of the breach.

#### 5. ASSIGNMENT

There shall be no assignment of this contract without the written consent of the Township.

#### 6. THE WORK

The Contractor shall perform and complete all the work of the project required by the Contract Documents, supplying all the labor, materials, supervision, tools, and equipment required by the Project and Contract Documents; shall proceed in a prompt and diligent manner; and shall do the several parts thereof at such times and in such order as the Township may direct, and shall, when required, execute, construct, finish, and test the Project in an expeditious and workmanlike manner to the satisfaction of the Township and to the final acceptance of the Project by the Township.

#### 7. TIME AND COMMENCEMENT AND COMPLETION

The Contractor shall commence work upon notice from the Township to proceed. The Contractor shall complete the Project work by April 30, 2024.

#### 8. CONTRACT SUM

The Township shall pay the Contractor for the performance of the work, in the total contract amount of \$ or the sum of materials of the work actually used and accepted by the Township, whichever is less, subject to additions and deductions by Change Orders properly approved and executed by Township.

#### 9. PAYMENTS

Based upon Applications for Payment submitted to the Township by the Contractor and approved by the Trustees, the Township shall make payments to the Contractor as provided by Ohio Revised Code Chapter 153.

#### 10. DELAY

The Contractor shall pay the Township Five Hundred Dollars (\$500.00) for each and every calendar day completion of the project is delayed beyond the date for completion set forth in Section 7 above.

#### 11. PREVAILING WAGE RATES

The Contractor and all his subcontractors shall pay rates of wages in accordance with the attached Prevailing Wage Schedule, which is incorporated herein or as subsequently amended by the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage & Hour Administration. Mary Smith, Prevailing Wage Coordinator on this project is available via email at <a href="mailto:msmith@jacksontwp.com">msmith@jacksontwp.com</a>.

#### 12. WARRANTY

If within one year from the date of Certificate of Acceptance of the work (unless a machinery and/or material guarantee or a manufacturers specification provides for an extended period of time) any materials or workmanship furnished hereunder may be discovered by the Owner or their agent/inspector/representative on Review and Reinspection to be defective, the Contractor upon receipt of written notice from the Owner or their agent/inspector/representative, shall promptly replace or remedy any defects to the Owner or agent/inspector/representative satisfaction and as described in the Specifications, without any cost to the Owner. This obligation shall survive termination of the contract.

#### 13. INSURANCE

The Insurance Specifications for Contractors and their subcontractors are attached as Exhibit A which is incorporated herein by reference and made a part hereof as though rewritten herein in full.

#### 14. NEGLECT, DEFAULT OR OTHER FAILURE TO COMPLY

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, the Township may avail itself of any or all remedies provided in the contract and shall have the right and power to proceed in accordance with the provisions thereof. All claims, counterclaims, disputes, and other matters in question arising out of, or relating to the Contract Documents or their breach, except for claims which have been waived by the making and acceptance of final payment, will be decided by submission to a court of competent jurisdiction within the state, or if the parties mutually agree, in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association.

#### 15. IN FORCE AND EFFECT

Subject to the applicable provisions of law, this Contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is forwarded to the Contractor, but the Contractor shall not start work on the project until a written notification to proceed is received from the Township.

Name of Contractor:		
Signature:	Date:	
(This Contract must b	pe signed by those individuals who signed the bid	l.)
BOARD OF TRUSTEES OF JACKS STARK COUNTY, OHIO	ON TOWNSHIP	
Todd J. Hawke, Chairman	e.	
John E. Pizzino, Vice Chairman	6.	
Justin B. Hardesty, Trustee		
DATE:		

#### **EXHIBIT A TO CONTRACT**

## INSURANCE SPECIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS AT ANY TIER

These Insurance Specifications are incorporated in and are a part of the Contract for construction, and shall be attached as Exhibit A to all such Contracts. They may be photocopied, but not retyped.

#### **INSURANCE REQUIREMENTS**

Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations begin. Such certificates shall not merely name the types of policy provided, but <u>shall specifically refer to this Contract</u> and shall contain a separate express statement of compliance with each of the requirements as set forth in this section. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for their possession.

The Coverage shall include all items mentioned to satisfy the Indemnification Clause included herein. The coverage shall include Underground Hazards for sub-surface operations, explosion, and collapse liability coverage.

The Board of Trustees of Jackson Township, Stark County, Ohio shall be named as an additional insured in this coverage.

The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications or this Contract.

- Item A Workmen's Compensation and/or Employer Liability Insurance as required or specified by State Law.
- Item B Contractor's Direct Bodily Injury Liability Insurance.
- Item C Contractor's Direct Property Damage Liability Insurance.
- Item D Contractor's Protective Bodily Injury Liability Insurance.
- Item E Contractor's Protective Damage Liability Insurance.
- Item F Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.
- Item G Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.
- Item H Bodily Injury Liability Insurance covering motor vehicles owned by either the Contractor or being used in connection with the prosecution of the work embraced under this Contract.
- Item I- Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this Contract.

Item J - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities, or rights-of-way may be affected by the work to be done under this contract in such amounts and in such forms as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H and I shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform, including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J shall be in an amount and form as each railroad or utility company may require.

The required extent and limits of the types of insurance required from the Contractor for this Contract are as follows and as designated in the column marked "required".

Item	Each Person	For Each Accident	Occurrence	Required
Α	xxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx	YES
В	500,000	1,000,000	xxxxxxxxx	YES
С	xxxxxxxxxx	1,000,000	1,000,000	YES
D	500,000	1,000,000	xxxxxxxxx	YES
E	xxxxxxxxxx	1,000,000	1,000,000	YES
F	500,000	1,000,000	xxxxxxxxx	YES
G	xxxxxxxxxx	1,000,000	1,000,000	YES
Н	500,000	1,000,000	xxxxxxxxx	YES
	xxxxxxxxxx	1,000,000	1,000,000	YES
J	AS REQUIRED BY applicable)	RAILROAD OR UTILITY	COMPANY (if	

The following special hazards shall be included in the above stated insurance coverage:

- (A) Contractor's Direct Property Damage Liability Insurance (Item C) shall contain an endorsement to include coverage for damage to:
  - (1) All Bodily Injury Coverage (Items B, C, F and H) shall be broadened by the inclusion of the term "occurrence" in lieu of "caused by accident"
- (B) BUILDER'S RISK INSURANCE The Contractor shall maintain insurance to protect himself and/or the Owner from loss incurred by fire, lightening, extended coverage hazards,

vandalism, theft, explosion, and malicious mischief in the full amount of the Contract, and such insurance shall cover all labor and material connected with the Work including materials delivered to the site but not yet installed.

Any combination of underlying Comprehensive General/Automobile Liability coverage with umbrella/excess liability coverage which provides the required Bodily Injury and Property Damage Liability Coverage will be acceptable.

#### WORKER'S COMPENSATION

The Contractor shall comply with the Ohio Workman's Compensation Act for all of the employees engaged in work under this Contract.

#### NOTICE OF CHANGE REQUIREMENT

All insurance policies and certificates shall include an endorsement providing thirty (30) days prior written notice to the Township of cancellation, policy lapse, material change, amendments, or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation policy lapse, material change or reduction and shall not resume operations until new insurance is in force, and a new Certificate of Insurance is filed with and approved by the Township and he is again authorized to proceed. Such cessation of operations shall not excuse the Contractor's obligation to complete his work within the time specified in this Contract.

#### INDEMNIFICATION CLAUSE

The Contractor agrees to indemnify and save the Township, its officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions, or negligent acts of the Contractor, including but limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and others designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this Contract.

#### CERTIFICATES OF INSURANCE

The Contractor shall file a Certificate of Insurance for all coverage required in these Insurance Specification on the ACCORD 25 form (preferred) and a copy of his current Workers compensation Certificate with the Township before starting work on the project, and shall keep such certificates current and on file with the Township for the life of this Contract.

#### SUBCONTRACTORS

These Insurance Specifications apply equally to all subcontractors and sub-subcontractors at any tier during the period of their work on this project.

#### 104.03 PERFORMANCE BOND

and as Sureties, are of Jackson Township, Stark County, Ohi	e hereby held io, as Obliged e, we hereby j	ve, the undersigned as Principal and firmly bound unto the Board of Trustee in the penal sum of \$ for the jointly and severally bind ourselves, our heirs
Signed this day of		, 2023
Principal did on theday of	,2023, en	IS SUCH, that whereas the above-namenter into a contract with the Board of Trustee contract is made a part of this bond the same
be done and performed according to the subcontractors, materialmen, and labore carrying forward, performing or completir undertaking shall be for the benefit of any the Obligee herein; then this obligation shand effect; it being expressly understood claims hereunder shall in no event exceed. The said Surety hereby stipulates and agree	terms of said ers for labor ng of said con materialman nall be void; of and agreed to the penal and	and perform the things agreed by Principal to discontract; and shall pay all lawful claims of performed and materials furnished in the particle, we agreeing and assenting that this nor laborer having a just claim, as well as for otherwise the same shall remain in full force that the liability of the Surety for any and a mount of this obligation as herein stated.  Inodifications, omissions, or additions, in or to specifications therefor shall in any wise affective.
Signed this day of	_, 20	
Contractor		Secretary
Ву:	(SEAL)	
Title	-	
(Address)	-	

Witness to Contractor	
(Address)	<del></del>
	Surety
ATTEST	By: Attorney-in-Fact
(Witness to Surety)	(Address)
(Address)	

NOTE:

If Contractor is Partnership, all partners should execute Bond. Surety companies executing Bonds must be authorized to do business in the State of Ohio as Surety.

# TO: DATE: , 2023 PROJECT: JACKSON TOWNSHIP AMPHITHEATER LED VIDEO SCREEN You are hereby notified to commence work in accordance with the contract dated , 2023, within ten (10) days receipt of this notice, and you are to fully complete the work by April 30, 2024. You are required to return an acknowledged copy of this Notice to Proceed to the Owner. Mary Smith, Legal Assistant ACCEPTANCE OF NOTICE TO PROCEED Receipt of this Notice to Proceed is hereby acknowledged by:

, 2023.

this

day of

#### SECTION 105

#### **GENERAL CONDITIONS**

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- 105.01 <u>AUTHORITY OF THE TOWNSHIP REPRESENTATIVE</u> The Township Representative shall be understood to mean the project representative employed or retained by the Owner and designated and authorized to act as its agent during the construction period. The Township Representative shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of material furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Township Representative shall determine if the work is proceeding in accordance with the Contract Documents and shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to so comply. The Township Representative will not be responsible for the construction means, controls, techniques, sequences, procedures, or safety. The Township Representative shall promptly make decisions relative to interpretation of the Contract Documents.
- 105.02 <u>AUTHORITY AND DUTIES OF THE INSPECTOR</u> Inspectors employed by the Owner are authorized to inspect, approve, or reject materials and workmanship required by the contract plans and specifications in accordance with the terms of the contract between the Owner and the Inspector. Such inspection may extend to all or any part of the work. A notification of unacceptable workmanship and/or materials is to be given the Contractor and Inspector, or their representatives, as soon as the irregularities are recognized. The Inspector is <u>not</u> authorized to alter or waive provisions of the Contract, or to issue instructions contrary to the specifications.
- 105.03 INSPECTION OF WORK All materials and equipment and each part or detail of the work shall be subject to inspection by the Inspector. No materials shall be used until approved by the Inspector. The Inspector shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as required to make a complete and detailed inspection. If requested, the Contractor shall cooperate with the Inspector in the inspection of materials and equipment at the source of manufacturing facility. At the Inspector's request, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, uncovering or removing and the recovering or replacement of the parts removed, will be paid for as extra work. Should the work so exposed or examined prove unacceptable, the uncovering or removing and recovering or replacement of the parts removed, will be at the Contractor's expense. Any work done or materials and equipment used without supervision or inspection by the Inspector may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defects are discovered, or obligate the Owner to final acceptance.
- **105.04** REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK All work which does not conform to the requirements of the Contract may be considered as unacceptable work. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.
- 105.05 <u>SUPERVISION BY THE CONTRACTOR</u> The Contractor will employ and provide a qualified supervisor or superintendent who shall be 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. 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 during the prosecution of the work to supervise and coordinate the work. The Township Representative will have authority to Suspend work at any time, until such supervision is provided. It is expected that the supervisor will attend the pre-construction meeting.

- 105.06 CHARACTER OF WORKMEN The Contractor shall at all times provide sufficient equipment and competent labor to complete the work required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned. Workmen engaged in special skilled work shall have sufficient experience in such work and in the operation of equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Township Representative, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall, at the written request of the Township Representative, be removed by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Township Representative. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Township Representative may withhold all estimates which are or may become due, or may suspend the work by written notice until the Contractor complies with such orders.
- 105.07 <u>SUBCONTRACTING</u> The Contractor may utilize the service of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors, including manufacturing, installation and delivery. The Contractor shall be fully responsible, to the Owner, for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him, as if directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work. These provisions shall bind subcontractors to the Contractor for the terms of the Contract Documents, insofar as applicable to the work of subcontractors, and shall give the Contractor the same terminating authority over any subcontract that the Owner may exercise over the Contractor, under provisions of the Contract Documents. Nothing contained in this Contract shall create any contractual relation between any Subcontractor or the Owner. No subcontract, or transfer of contract, shall in any cause release the Contractor of his liability under the Contracts and bonds.
- **105.08** MUTUAL RESPONSIBILITY OF CONTRACTORS The Contractor shall assume all liability, financial or otherwise, for acts of the Contractor which cause any other Contractor, Subcontractor, or consultant to suffer damage, inconvenience, delay or loss on the project. The Owner shall notify the Contractor of any claims asserted against the Owner on account of any such damage, inconvenience, delay, or loss alleged to have been caused by the Contractor who shall indemnify and hold harmless the Owner against any such claim.
- **105.09** <u>DRAWINGS</u> The Construction Drawings <u>shall be considered a part of the Contract</u> Documents and shall take priority over anything written or implied herein.
- 105.10 DRAWINGS AND SPECIFICATIONS The Owner will furnish the Contractor one (1) sets of detailed drawings and specifications at no charge. One (1) set shall be available at the construction site at all times. All specifications, details and copies thereof furnished by the Township Representative are the property of the Owner. They are not to be used on other work and, with the exception of the Contract set, are to be returned to the Owner upon request. Any additional detailed drawings and instruction supplies will become a part of the Contract Documents.
- **105.11** COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS The specifications, supplemental specifications, plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary. In case of discrepancy, calculated dimensions will govern over scaled dimensions; specifications will govern over plans, supplemental specifications will govern over specifications; and special conditions will govern over specifications and plans.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers an error, omission, or discrepancy, he shall immediately notify the Township Representative. The Township Representative will make such corrections and interpretations as necessary to comply with the intent of the plans and specifications. The Contractor shall not begin work after his discovery of such discrepancies, inconsistencies or ambiguities until the Township Representative has corrected same. Any unsatisfactory work will be removed.

- 105.12 LANDS AND RIGHTS-OF-WAY Prior to issuance of Notice to Proceed, the Owner shall obtain all land rights-of-way necessary for the completion of the work unless otherwise indicated in the Contract Documents. The Owner shall provide, to the Contractor, information which delineates and describes the lands owned and rights-of-way acquired. 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, or for storage of materials.
- **105.13** NIGHT WORK All work on this Contract, unless otherwise stated on the plans, will be limited to the daylight hours except in cases of emergency as determined by the Township Representative. Adequate lighting facilities shall be used for night work.
- **105.14** <u>SATURDAY</u>, <u>SUNDAY OR HOLIDAY WORK</u> No work will be permitted on Saturdays, Sundays or Holidays, except in case of emergency as determined by the Township Representative.
- 105.15 SUSPENSION OF WORK EXTENSIONS OF TIME If the Township Representative should suspend the work in whole or in part, due to no fault of the Contractor, or add additional work, the date for completion shall be extended the number of days that the suspension or additional work directly or indirectly delays the completion of the work. The Township Representative shall determine the number of days for time extension purposes. If the Contractor disagrees with the Township Representative on the time extension allowed, he shall, within thirty (30) days file written objection and proof of his claim for additional time extension. The failure to file a written objection, within the thirty (30) day limit will constitute an acceptance of the Township Representative's determination.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner by reason for any of the delays herein before mentioned.

- **105.16** <u>PERMITS AND LICENSES</u> 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 Special Conditions. Permits and licenses for permanent structures or permanent changes in existing facilities shall be paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations as required.
- **105.17** <u>TAXES</u> The Township is exempt from the payment of the Ohio Sales and Use Tax, the cost of such is not to be included in the proposal.
- 105.18 MEASUREMENT OF QUANTITIES Where work is to be paid for by units of length, area, weight, or volume, all work accepted under this Contract shall be determined by the Township Representative, and the quantities determined by the Township Representative shall be the basis for final payment. When computation of area by geometric methods would be comparatively laborious, the planimeter shall be considered an instrument of precision adapted to the measurement of such areas. Method of measurement shall be determined by the Township Representative. If the "Basis of Payment" clause in the specifications stipulates the price shall be considered compensation for work or materials essential to the item, this same work or material will not be paid for under any

other item. Should a conflict occur in the specifications, the Township Representative shall determine under which item the work will be paid.

**105.19** - <u>ALTERATION OF PLANS OR CHARACTER OF WORK</u> - The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road, structure, or sewers, as may be found to be necessary or desirable, such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done. Payments shall be in accordance with 105.22. If, however, the character of the work on the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Owner may determine to be fair and equitable.

Should the Contractor encounter or the Owner discover during the progress of the work, subsurface or latent physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Township Representative shall be promptly notified in writing of such conditions before they are disturbed. The Township Representative will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made.

Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made in accordance with the provisions of 105.20. Any adjustment in contract time because of changes will be made in accordance with the provisions of 105.37.

- 105.20 EXTRA WORK The Contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work as contemplated. Such work shall be performed in accordance with ORC Section 153.62 and these specifications and will be paid for as provided under 105.21.
- **105.21** <u>PAYMENT FOR EXTRA WORK</u> Extra work performed in accordance with the requirements and provisions of 105.20 will be paid for at the unit prices or lump sum stipulated in the order authorizing the work.
- 105.22 COMPENSATION FOR ALTERED QUANTITIES When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done. No allowance except as provided in 105.19 will be made for any increased expense, loss expected reimbursement, or loss of anticipated profits suffered or claimed by the contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefor or from any other cause.

Increased work involving supplemental agreements shall be paid for as stipulated in such agreements. The Contractor shall furnish substantiating data required in the preparation of these agreements.

- 105.23 <u>ELIMINATED ITEMS</u> Should any items contained in the work proposal be found unnecessary for the proper completion of the work, the Township Representative may, upon written order to the Contractor, eliminate such items from the contract, and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of items, he will be reimbursed for actual work done and costs incurred. Any work done after notification will not be paid for unless directed by the Township Representative.
- **105.24** RESPONSIBILITY FOR DAMAGE CLAIMS The Contractor and Surety shall save harmless the Owner, all of its representatives and participating utilities, from all suits, actions, or claims of any nature due to any injuries or damages sustained by any person or to property due to neglect in safeguarding the work or through the use of unacceptable materials in the construction or on account of any act or omission by the Contractor, or his agents.
- 105.25 PAYMENT TO THE CONTRACTOR At least ten (10) days before each progress payment date, but not more often than once a month, the Contractor will submit to the Inspector a partial payment estimate, completed and signed by the Contractor, covering the work performed during the partial payment period. The estimate shall be supported by such data as the Inspector may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimates shall also be accompanied by such supporting data, satisfactory to the Owner. The request shall be accompanied by proper invoices and proof of payment, which will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Inspector will, within ten (10) days after receipt of each partial estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter date, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will normally, within thirty (30) days of presentation to him of the approved partial payment estimate, pay the Contractor on the basis of the approved partial payment estimate. The Contractor will be paid the stipulated unit and lump sum prices set forth in his proposal, for the amount of work approved for payment.

The cost of handling and placing all materials after they are delivered to the Contractor shall be included in the contract price for the item. The Contractor will be responsible for all material delivered and deductions will be made from any monies due for shortages and deficiencies, and for any damage which may occur after such delivery. The Owner shall retain eight percent (8%) of the amount of each partial payment until the work is fifty percent (50%) complete. All remaining partial payments will be made in full. After the work is fifty percent (50%) complete, all retainage made will be placed in escrow, and will remain there until the work is complete and accepted. After completion and acceptance, the retainage and accumulated interest shall be paid to the Contractor from the escrow account.

#### 105.26 - PAYMENTS BY THE CONTRACTOR - The Contractor shall pay:

- 1. All transportation and utility services no later than thirty (30) days following receipt of proper invoices.
- 2. All materials, tools and other expendable equipment. Payment shall be one hundred percent

(100%) less retainage held by the Owner from the Contractor as indicated in Section 105.25. Payment shall be made no later than thirty (30) days after receipt of proper invoices. The balance of the cost thereof not later than thirty (30) days following acceptance of that part of the work in or on which such materials, tools, and equipment were incorporated.

3. Each of his Subcontractors, not later than ten (10) days following receipt of proper invoices and payment to the Contractor by the Owner, for work performed by the Subcontractor.

105.27 - FINAL CLEANING UP - Before final acceptance, all ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in an acceptable condition. Where the Contractor has occupied private property, he shall obtain a written statement from the property Owner indicating the premises have been left in an acceptable condition. Copies must be submitted with final estimate.

**105.28** - FINAL INSPECTION AND ACCEPTANCE - When the work has been completed, the Inspector will make a pre-final inspection. If items must be completed or remedied by the Contractor, he shall perform the work immediately upon being notified by the Inspector. When these items have been corrected by the Contractor, final inspection will be made. The work must pass final inspection by the Inspector prior to acceptance by the Owner.

105.29 - FINAL ESTIMATE - Before the final estimate is approved, the Owner will require the Contractor to submit an affidavit from each Subcontractor verifying that all claims and obligations, arising in connection with the performance of his portion of the Contract, have been satisfied. If the Inspector finds the work acceptable, he shall, within thirty (30) days after the final inspection and acceptance of the work, prepare a statement of acceptability, and the Owner shall pay the entire sum so found to be due hereunder, after deducting all previous payments and all amounts to be retained. All prior partial estimates and payments shall be subject to correction in the certificate of "TOTAL COST". No payment shall be made for unauthorized work. The date of approval of the final estimate by the Owner shall be the date of acceptance for that project. The Owner shall not be precluded or estopped by any return or certificate made or given by it from showing at any time either before or after the final completion and acceptance of the work and payment therefore, pursuant to any such return or certificate, the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any item that the work and materials, or any part thereof do not conform to the specifications; and the Owner shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications. The Contractor will indemnify and same the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, suppliers, etc., incurred in the performance of the work. If the Contractor fails to pay his Subcontractors or suppliers, the Owner may, after having notified the Contractor, either pay valid claims or withhold monies due the Contractor, a sum deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged in accordance with the terms of the Contract Documents. In no case shall the provisions of this Section be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. If the Owner chooses to pay the valid claims, any payment so made, shall be considered as payment to the Contractor for any such payments.

105.30 - ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE - The acceptance by the Contractor of Final Payment shall constitute a release to the Owner for all claims and liability arising out of this work, excepting the Contractor's claims for interest upon the Final Payment if this payment

is improperly delayed. No payment, final or otherwise, shall release the Contractor or his Sureties from obligations under this Contract, or Performance Bond. Prior to Substantial Completion, the Owner, with the approval of the Inspector, and with the concurrence of the Contractor, may use any completed or substantially completed date certified by the Inspector when the construction of the project or specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it was intended. Use shall not constitute an acceptance of the work.

- **105.31** <u>CERTIFICATE OF COMPLETION</u> Upon completion of all work required, the Inspector shall file a written certificate, within the Owner and with the Contractor, determining the amount of work performed and compensation due the Contractor, including extra work and/or reduction of work.
- **105.32** <u>ASSIGNMENTS</u> Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.
- 105.33 <u>DISPUTE RESOLUTION</u> All claims, counterclaims, disputes and other matters in question arising out of, or relating to the Contract Documents or their breach, except for claims which have been waived by the making and acceptance of final payment, will be decided by submission to a court of competent jurisdiction within the State or, if the parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

#### 105.34 - ACCESS TO RECORDS -

- 1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement in accordance with the accepted professional practice, and appropriate accounting procedures and practices. The Township of Jackson or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection.
- 2. The Contractor agrees to include the five items of this Section 105.34 in all contracts and subcontracts which relate directly to project performance, and exceed \$10,000.00 in cost.
- Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency(ies).
- 4. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs 1 and 2 above, to any of the agencies referred to in paragraph 1 above. In those cases where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference, and an opportunity to comment on the pertinent portions of the draft audit report. The Contractor will be provided copies of the formal draft audit report at the time of its transmission. Such transmission will include the written comments, if any, of the audited firm.
- 5. Records under paragraphs 1 and 2 above shall be maintained and made available during performance of the work under this agreement and until three (3) years from the date of final payment for the project. In addition, those records which relate to any dispute, or appeal or litigation, or the settlement of claims arising out of such performance, or the costs or items to which an audit exception has been taken, shall be maintained and made available until three

(3) days after the date of resolution of such appeal, litigation, claim or exception.

#### 105.35 - TIME OF COMPLETION AND LIQUIDATED DAMAGES -

- 1. Time is of the essence. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- 2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 3. If the Contractor shall fail to reach substantial completion within the contract time, or be granted an extension of time by the Owner, then the Contractor will pay as liquidated damages to the Owner the amount of five hundred dollars (\$500.00) per calendar day.
- 4. 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 Owner or Inspector:
  - A. 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 Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

#### 105.36 - TERMINATION FOR DEFAULT; DAMAGES FOR DELAY, TIME EXTENSIONS

- 1. If the Contractor refuses or fails to prosecute the work, or any separable part of the work, which such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and use any part of the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his Sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the work within the specified time.
- If the contract provides for liquidated damages, and if the Owner terminates the Contractor's
  right to proceed, the resulting damage to the Owner will consist of such liquidated damages
  until such reasonable time as may be required for final completion of the work together with
  any increased costs the Owner incurs in completing the work.
- 3. If the contract provides for liquidated damages and if the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- 4. The Contractor's right to proceed shall not be terminated nor the Contractor charged with

#### resulting damage if:

- A. The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, acts of the public enemy, acts of the Owner in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or suppliers arising from causes other than normal weather beyond the control and without the fault of negligence of both the Contractor and such Subcontractors or suppliers; and
- B. The Contractor, within ten (10) days from the beginning of any such delay, (unless the Owner grants a further period of time before the date of payment under the contract), notifies the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the Owner's judgment, the findings of fact justify such an extension. His findings of fact shall be final and conclusive on the parties, subject only to appeal as the remedies clause of this contract provides.
  - (1) No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted again the Owner by reasons of any of the delays herein before mentioned.
- 5. If, after the notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this clause, or that the delay was excusable under this clause, the rights and obligations of the parties shall be the same as if the notice of termination has been issued under the clause providing for termination for convenience of the Owner.
- 6. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 7. As used in Paragraph (4)(A) of this clause, the term "Subcontractors or suppliers" means Subcontractors or suppliers at any tier.

#### 105.37 - TERMINATION FOR CONVENIENCE

- 1. The Owner may terminate the performance of work under this contract in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- 2. After receipt of a notice of termination, and except as otherwise directed by the Owner, the Contractor shall:
  - A. Stop work under the contract on the date and to the extent specified in the notice of termination:
  - B. Place no further orders or subcontracts for materials, services or facilities except as

- necessary to complete the portion of the work under the contract which is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination.
- D. Assign to the Owner, in the manner, at the time, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontractors so terminated.
  - (1) The Owner shall have the right in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent he may require. His approval or ratification shall be final for all the purposes of this clause;
- F. Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner:
  - (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of the work terminated by the notice of termination; and
  - (2) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Owner;
- G. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the Owner directs or authorizes, any property of the types referred to in paragraph (2)(F) of this clause, but the Contractor
  - (1) shall not be required to extend credit to any purchaser, and
  - (2) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the price or cost of the work covered by this contract or paid in such other manner as the Owner may direct;
- H. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 3. After receipt of a notice of termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification the Owner prescribes. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such one (1) year period of authorized extension.

However, if the Owner determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one (1) year period or extension. If the Contractor fails to submit this termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor because of the termination. The Owner shall then pay to the Contractor the amount so determined.

- 4. Subject to the provisions of paragraph 3, the Contractor and the Owner may agree upon the whole any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of work under this clause. The amount or amounts may include a reasonable allowance for profit on work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph 5 of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor because of the termination of work under this clause, shall be deemed to limit, restrict, or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor.
- 5. If the Contractor and the Owner fail to agree, as paragraph 4 provides, on the whole amount to be paid to the Contractor because of the termination of work under this clause, the Owner shall determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:
  - A. For all contract work performed before the effective date of the notice of termination, the total (without duplication of any items) of:
    - (1) The cost of such work; and
    - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as paragraph (2)(E) of this clause provides. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor before the effective date of the notice of termination. These amounts shall be included in the cost on account of which payment is made under paragraph (A)(1) of this section; and
    - (3) A sum, as profit on paragraph (A)(1) that the Owner determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this paragraph (A)(3) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  - B. The reasonable cost of the preservation and protection of property incurred under paragraph (2)(I) of this clause; and any other reasonable cost incidental to termination of work under this contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under this contract. The total sum to be paid to the Contractor under paragraph (5)(A) of this

clause shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under paragraph (A), the fair value, as determined by the Owner of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the Owner, or to a buyer under paragraph (2)(G) of this clause.

- 6. The Contractor shall have the right to dispute under the clause of this contract entitled "Remedies" from any determination the Owner makes under paragraphs (3) or (5) of this clause. But, if the Contractor has failed to submit his claim within the time provided in paragraph (3) of this clause and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Owner has determined the amount due under paragraph (3) or (5) of this clause, the Owner shall pay to the Contractor the following:
  - A. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Owner or
  - B. Of a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.
- In arriving at the amount due the Contractor under this clause, there shall be deducted:
  - A. All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the termination portion of this contract.
  - B. Any claim which the Owner may have against the Contractor in connection with this contract, and
  - C. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold under the provisions of this clause, and not otherwise recovered by or credited to the Owner.
- 8. If the termination hereunder be partial, before the settlement of the terminated portion of this contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the contract when the contract does not contain an established contract price for the continued portion.

105.38 - INDEMNIFICATION CLAUSE - The Contractor agrees to indemnify and save the Township, its' officials, officers, agents and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions or negligent acts of the Contractor in the performance of the terms of this contract by the Contractor, including but not limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and others designated by the Contractor to perform work or services in, about, or attendant to, the work, and services under

the terms of this Contract.

**105.39** - <u>INSURANCE REQUIREMENTS</u> - The insurance requirements described in the Construction Contract and Exhibit A attached thereto (Section 104.02), are incorporated herein. The Contractor shall comply with these requirements.

**105.40** – <u>UNDERGROUND UTILITIES</u> (Section 153.64 ORC) – The prime contractor(s), so identified in the Underground Utility Facilities section of the specifications, shall, at least two (2) working days, excluding Saturdays, Sundays, and legal holidays, prior to commencing construction operations in the Project area which may involve underground utility facilities, cause notice to be given to the Registered Underground Utility Services ("Services") and the owners of underground utility facilities shown on the plans and specifications who are not members of such Services, in writing, by telephone, or in person. Where notice is given in writing by certified mail, the return receipt signed by any person to whom the notice is delivered, shall be conclusive proof of notice.

The Owner of the underground utility facility shall within forty-eight (48) hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, stake, mark, or otherwise designate the location of the underground utility facilities in the construction area in such a manner as to indicate their course together with the approximate depth at which they were installed. The marking or locating shall be coordinated to stay approximately two (2) days ahead of the planned construction.

The contractor shall alert immediately the occupants of nearby premises as to any emergency that he may create or discover at or near such premises. The contractor shall report immediately to the owner or operator of the underground facility any break or lead on its lines or any dent, gouge, groove, or other damage to such lines or their coating of cathodic protection, made or discovered in the course of their excavation.

The prime contractor(s), so identified in the specification, regardless of his subcontractors at any tier, is solely responsible for complying with these requirements for underground utility facilities in the project area.

# SECTION 106 PREVAILING WAGES



# Ohio Department of Commerce Bureau of Wage & Hour Administration

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Classification = All, County = STARK, Union = All

STARK	Asbestos Worker	8/23/2018	8/23/2018	Achartas Land 207 OLL
STARK	Asbestos Worker	9/21/2022	9/21/2022	Asbestos Local 207 OH
STARK	Asbestos Worker	2/15/2023	2/15/2023	Asbestos Local 3 Heat & Frost Insulators
STARK	Boilermaker	4/3/2019		Asbestos Local 84 Heat & Frost Insulators
STARK	Bricklayer	6/7/2023	4/3/2019	Boilermaker Local 744
STARK	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (A)
STARK	Bricklayer		6/7/2023	Bricklayer Local 23 Heavy Hwy (B)
STAIN	Dilckiayer	5/10/2023	5/10/2023	Bricklayer Local 23 (Canton)
STARK	Bricklayer	6/1/2023	5/31/2023	Bricklayer Local 23 (Youngstown Zone 2 Tile Setters & Finishers)
STARK	Carpenter	8/30/2023	8/30/2023	Carpenter Commercial Zone NEO 1D
STARK	Carpenter	8/30/2023	8/30/2023	Carpenter Floorlayer Zone NEO 1D
STARK	Carpenter	8/30/2023	8/30/2023	Carpenter Hev Hwy Zone NHH C2-A
STARK	Carpenter	9/13/2023	9/13/2023	Carpenter Insulation Zone NEO 1D
STARK	Carpenter	8/30/2023	8/30/2023	Carpenter Millwright NE Zone M1-C
STARK	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
STARK	Carpenter	8/30/2023	8/30/2023	Carpenter Pile Driver Hev Hwy Zone NHH P3-C
STARK	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide HevHwv
STARK	Cement	6/1/2022	6/1/2022	Cement Mason & Plasterer Local 109
STARK	Electrical	1/11/2023	1/11/2023	Electrical Local 540 Inside
STARK	Electrical	1/11/2023	1/11/2023	Electrical Local 540 Inside Lt Commercial Northern
STARK	Voice Data Video	9/6/2023	9/6/2023	Electrical Local 540 Voice Data Video
STARK	Lineman	3/1/2023	3/1/2023	Electrical Local 71 High Tension Pipe Type Cable
STARK	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Outside Utility Power
STARK	Lineman	3/1/2023	3/1/2023	Electrical Local 71 Outside (North Central Ohio)
STARK	Voice Data Video	10/18/2017	10/18/2017	Electrical Local 71 Voice Data Video Outside
STARK	Elevator	2/1/2023	2/1/2023	Elevator Local 45
STARK	Glazier	5/24/2023	5/24/2023	Glazier Local 1162
STARK	Ironworker	5/1/2023	4/26/2023	Ironworker Local 550
STARK	Ironworker	7/1/2017	6/28/2017	Ironworker Local 550 Glass & Curtain Wall
STARK	Laborer Group 1	5/1/2023	4/26/2023	Labor HevHwy 2
STARK	Laborer	5/3/2023	5/3/2023	Labor Local 1015 Building
STARK	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - Building Local 18 - Zone III
STARK	Operating Engineer	5/1/2023	4/26/2023	Operating Engineers - HevHwy Zone II
STARK	Painter	6/10/2015	6/10/2015	Painter Local 639
STARK	Painter	3/22/2023	3/22/2023	Painter Local 639 Zone 2 Sign
STARK	Painter	11/17/2021	11/17/2021	Painter Local 841
STARK	Painter	11/17/2021	11/17/2021	Painter Local 841 Bridge Painter
STARK	Drywall Finisher	11/17/2021	11/17/2021	Painter Local 841 (Finisher/Taper)
STARK	Plumber/Pipefitter	11/24/2021	11/24/2021	Plumber Pipefitter Local 94
STARK	Roofer	6/7/2023	6/7/2023	Roofer Local 88
STARK	Sheet Metal Worker	8/2/2023	8/2/2023	Sheet Metal Local 33 Industrial Door
STARK	Sheet Metal Worker	6/1/2023	5/31/2023	Sheet Metal Local 33 (Akron)
STARK	Sprinkler Fitter	4/6/2022	4/6/2022	Sprinkler Fitter Local 669
STARK	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 1 Locals 20 40 92 92b 100 175 284 438 377 637 908 957
STARK	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957
STARK	Truck Driver	5/1/2023	4/26/2023	Truck Driver Bldg & HevHwy Class 3 Locals 20,40,92,925,100,175,284,438,377,637,908,957

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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		Fringe Benefit Payments						ba	Total PWR	Overtime Rate
	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
sification										
\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
\$16.50	\$7.25	\$1,50	\$0,65	50,00	\$0.00	\$0,07	\$0.00	\$0.00	\$25,97	\$34.22
			******							
									arracking constitution	
	\$16.50	H&W  Sification  S25.50  S7.25  S16.50  S7.25	H&W   Pension	H&W   Pension   App   Tr.	H&W   Pension   App   Vac.	H&W   Pension   App   Vac.   Annuity	H&W   Pension   App   Vac.   Annuity   Other	H&W   Pension   App   Tr.   Vac.   Annuity   Other   LECET	H&W   Pension   App   Vac.   Annuity   Other   LECET   MISC (*)	H&W   Pension   App   Vac.   Annuity   Other   LECET   MISC (*)

Special Calculation Note:

Ratio:

3 Journeymen to 1 Traince

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 #: LCN01-2022sksLoc3

Craft: Asbestos Worker Effective Date: 09/21/2022 Last Posted: 09/21/2022

	В	HR		Fring	ge Bene	fit Payı	nents	Recall to all reconstitute decays	Irrevo Fur	1	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification		A COMPANY OF THE PROPERTY OF T				2					
Asbestos Insulation Worker	\$4	1.23	\$14.40	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.63	\$86.25
Fire Stop Specialist	\$4	1.23	\$14.40	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.63	\$86.25
Fire Stop Technician	\$34	4.10	\$14.40	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50	\$69.55
Apprentice	Per	cent								4	]	
1st year	50.20	\$20.70	\$14.40	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.10	\$46.45
2nd year	63.68	\$26.26	\$14.40	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.66	\$55.78
3rd year	69.25	\$28.55	\$14.40	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.95	\$60.23
4th year	82.70	\$34.10	\$14.40	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.50	\$69.55

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

#### Ratio:

3 Journeymen to 1 Apprentice per shop

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

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

**Special Jurisdictional Note:** Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis 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 fire proofing, all jacketing systems including metal, lead, and PVC or other material.

Name of Union: Asbestos Local 84 Heat & Frost Insulators

Change #: LCN01-2023ibLoc84

Craft: Asbestos Worker Effective Date: 02/15/2023 Last Posted: 02/15/2023

- Article - Arti	В	HR	110, 14, 140, 14 d 200, 42, 44	Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
***************************************	H&¹			Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	\$34	4.57	\$7.90	\$9.50	\$0.36	\$0.00	\$6.39	\$0.24	\$0.00	\$0.00	\$58.96	\$76.24
Apprentice	Per	cent										
lst Year	50.02	\$17.29	\$7.90	\$9.50	\$0.36	\$0.00	\$6.39	\$0.24	\$0.00	\$0.00	\$41.68	\$50.33
2nd Year	60.00	\$20.74	\$7.90	\$9.50	\$0.36	\$0.00	\$6.39	\$0.24	\$0.00	\$0.00	\$45.13	\$55.50
3rd Year	70.00	\$24.20	\$7.90	\$9.50	\$0.36	\$0.00	\$6.39	\$0.24	\$0.00	\$0.00	\$48.59	\$60.69
4th Year	80.00	\$27.66	\$7.90	\$9.50	\$0.36	\$0.00	\$6.39	\$0.24	\$0.00	\$0.00	\$52.05	\$65.87

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

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

Special Calculation Note: Other is Supplemental Health

Ratio:

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction ( \* denotes special jurisdictional note ) :

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

Special Jurisdictional Note:

Details:

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

Change #: LCN01-2023ibLoc23HevHwyA

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

	Bl	HR		Frin	Fringe Benefit Payments					cable 1d	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
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		Frin	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification	V.54N/H4										·
Cement Mason Bricklayer Power Plants Tunnels Annusement Parks B	\$3.	3.39	\$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 (Canton)

Change #: LCN01-2023ibLoc23Canton

Craft: Bricklayer Effective Date: 05/10/2023 Last Posted: 05/10/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ificatio	1										
Bricklayer	\$33.46		\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$54.88	\$71.61
Pointer Caulker Cleaner	\$33.46		\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$54.88	\$71.61
Stone Mason	\$33.46		\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$54.88	\$71.61
Cement Mason	\$33.46		\$10,24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$54.88	\$71.61
Plaster	\$33.46		\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$54.88	\$71.61
Masonry Maintenance	\$18.40		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.40	\$27.60
Apprentice	Per	rcent										
1st 6 months	65.00	\$21.75	\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$43.17	\$54.04
2nd 6 months	70.00	\$23.42	\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$44.84	\$56.55
3rd 6 months	75.02	\$25.10	\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$46.52	\$59.07
4th 6 months	80.00	\$26.77	\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$48.19	\$61.57
5th 6 months	85.00	\$28.44	\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$49.86	\$64.08
6th 6 months	90.00	\$30.11	\$10.24	ئـــــا		\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$51.53	\$66.59
7th 6 months	95.00	\$31.79	\$10.24	\$9.88	\$1,25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$53.21	\$69.10
8th 6 months	95.00	\$31.79	\$10.24	\$9.88	\$1.25	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$53.21	\$69.10

Special Calculation Note: OTHER IS DRUG TESTING

Ratio:

Jurisdiction (\* denotes special jurisdictional note):

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

Special Jurisdictional Note:

Details:

CARROLL, STARK, TUSCARAWAS

Name of Union: Bricklayer Local 23 (Youngstown Zone 2 Tile Setters & Finishers)

Change #: LCN1-2023ibLoc23YtownZone2TF

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

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificatio	n		111111111111111111111111111111111111111								The state of the s
Bricklayer Tile Setter	\$2	7.48	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.91	\$57.65
Marble Mason	\$2	7.48	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.91	\$57.65
Terrazzo worker	\$2	7.48	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.91	\$57.65
Finisher Support	\$2	4.89	\$8.89	\$6.90	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.28	\$53.73
Apprentice Finisher Support Only												
1st 30 days	\$1	4.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.93	\$22.39
30 days-6 months	\$1	4.93	\$8.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.82	\$31.28
2ND 6 months	\$1	7.42	\$8.89	\$6.90	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.81	\$42.52
3RD 6 months	\$1	8.67	\$8.89	\$6.90	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.06	\$44.40
4TH 6 months	\$1	9.91	\$8.89	\$6.90	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.30	\$46.26
5TH 6 months	\$2	1.16	\$8.89	\$6.90	\$0.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.55	\$48.13
6TH 6 months	\$2	2.40	\$8.89	\$6.90	\$0.60	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$38.79	\$49.99
Apprentice	Per	cent										
1st 30 Days	60.00	\$16.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.49	\$24.73
30 days- 6 months	60.00	\$16.49	\$8.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.38	\$33.62
2nd 6 months	70.00	\$19.24	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.67	\$45.28
3rd 6 months	75.00	\$20.61	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.04	\$47.35

4th 6 months	80.00	\$21.98	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.41	\$49.41
5th 6 months	85.00	\$23.36	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.79	\$51.47
6th 6 months	90.00	\$24.73	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.16	\$53.53
7th 6 months	95.00	\$26.11	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.54	\$55.59
8th 6 months	95.00	\$26,11	\$8.89	\$6.90	\$0.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,54	\$55.59

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

Note that the classification description is clarified after the local union number at the top of the page.

### Ratio:

4 Journeymen to 1 Apprentice

6 Journeymen to 1 Apprentice (Thereafter)

Jurisdiction (\* denotes special jurisdictional note): BELMONT, CARROLL, HARRISON, JEFFERSON, MONROE, STARK, TUSCARAWAS

## Special Jurisdictional Note:

Name of Union: Carpenter Commercial Zone NEO 1D

Change #: LCN01-2023ibLocNEZone1D

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

	В	HR		Frin	ge Bene	fit Payr	neuts		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											1
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	Per	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	S0.60	\$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:

Name of Union: Carpenter Floorlayer Zone NEO 1D

Change #: LCN01-2023ibLocNEZone1D

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

	В	HR		Frin	ge Bene	fit Payı	nents		Irrevo Fu	1	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
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

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1 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note:

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	fit Payı	ments		Irrevo Fu		Total PWR	Overtime Rate
	The state of the s	PROVINCE SE MANS SEASONS	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
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	Per	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	Calcul	ation	Note	· Other	Training

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1 Journeymen to 1 Apprentice

Special Jurisdictional Note:

Details:

Jurisdiction (\* denotes special jurisdictional

note):

CARROLL, STARK, TUSCARAWAS, WAYNE

Name of Union: Carpenter Insulation Zone NEO 1D

Change #: LCN01-2023ibLocNEZone1D

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

	В	HR		Frin	ge Bene	efit Payı	ments	And the case of th	Irrevo Fu	I	Total PWR	Overtime Rate
	411 000 000		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											41
Carpenter Insulation	\$2	5.09	\$8.00	\$11.77	\$0.60	\$0.00	\$1.81	\$0.13	\$0.00	\$0.00	\$47.40	\$59.95
Apprentice	Per	rcent										
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

Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

CARROLL, STARK, TUSCARAWAS, WAYNE

**Special Jurisdictional Note:** 

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		Frin	ge Bene	fit Payr	nents		Irrevo Fu	- 1	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vaç.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											·
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	rcent										
lst 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	00.02	\$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

В	HR				fit Payr	nents	190		Total PWR	Overtim Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
ssification											
\$1	9.70	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
							1445				
Per	cent										
60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,02	\$23.93
80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$22.00	\$29.90
	ssification \$1 Per 60.00	\$19.70  Percent 60.00 \$11.82	H&W   SSIFICATION   S   S   S   S   S   S   S   S   S	H&W   Pension	H&W Pension App Tr.  sification \$19.70 \$5.05 \$1.00 \$0.15  Percent 60.00 \$11.82 \$5.05 \$1.00 \$0.15	H&W   Pension   App   Vac.   Tr.   Sification   S19.70   \$5.05   \$1.00   \$0.15   \$0.00	H&W   Pension   App   Vac.   Annuity   Tr.	H&W   Pension   App   Vac.   Annuity   Other	H&W   Pension   App   Vac.   Annuity   Other   LECET	H&W   Pension   App   Vac.   Annuity   Other   LECET   MISC	H&W   Pension   App   Vac.   Annuity   Other   LECET   MISC   (*)

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

Ratio:

1 Journeymen to 1 Trainee

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

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

Details:

10/27/10 New Contract ic

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	- Damino-o-be A										1
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	cent										
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:

Jurisdiction (\* denotes special jurisdictional note):

1 Journeymen to 1 Apprentice

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 #: LCN01-2023ibCementHevHwy

Craft: Cement Mason Effective Date: 05/01/2023 Last Posted: 04/26/2023

	BHR			Fring	e Bene	fit Pay	ments		Irreyo Fur	1	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification	η										
Cement Mason	\$33.74		\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$52.76	\$69.63
Apprentice	Per	cent										
1st Year	70.00	\$23.62	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$42.64	\$54.45
2nd Year	80.00	\$26.99	\$8.50	\$7.55	\$0,65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.01	\$59.51
3rd Year	90.00	\$30.37	\$8.50	\$7.55	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.39	\$64.57

Special Calculation Note: Other \$0.07 is for International Training Fund

### Ratio:

1 Journeymen to 1 Apprentice 2 to 1 thereafter

# Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ASHTABULA\*, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, 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		Fring	ge Bene	fit Payı	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		-
Class	sification											
Cement Mason	\$3	1.74	\$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			of the section of the	n v i minin vi izme spisyma jeza			displayed and a second					
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												1,000
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 540 Inside

Change #: LCN01-2023ibLoc540in

Craft: Electrical Effective Date: 01/11/2023 Last Posted: 01/11/2023

	В	HR		Fring	ge Bene	fit Pay	ments		irrevo Fu		Total PWR	Overtime Rate
200	. NED-00-0-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Electrician	\$3	6.28	\$6.60	\$10.50	\$1.12	\$3.63	\$3.99	\$1,20	\$0.00	\$0.00	\$63.32	\$81.46
Apprentice	Per	rcent										X-1,0-10
1st 1000 hrs	45.00	\$16.33	\$6.60	\$0.00	\$0.46	\$0.00	\$0.49	\$0.49	\$0.00	\$0.00	\$24.37	\$32.53
2nd 1000 hrs	47.00	\$17.05	\$6.60	\$0.00	\$0.48	\$0.00	\$0.51	\$0.51	\$0.00	\$0.00	\$25.15	\$33.68
3rd 1500 hrs	50.00	\$18.14	\$6.60	\$2.63	\$0.55	\$1.45	\$0.59	\$0.59	\$0.00	\$0.00	\$30.55	\$39.62
4th 1500 hrs	60.00	\$21.77	\$6.60	\$5.25	\$0.66	\$1.74	\$0.71	\$0.71	\$0.00	\$0.00	\$37.44	\$48.32
5th 1500 hrs	70.00	\$25.40	\$6.60	\$7.88	\$0.77	\$2.03	\$0,82	\$0.82	\$0.00	\$0.00	\$44.32	\$57.01
6th 1500 hrs	80.00	\$29.02	\$6.60	\$10.50	\$0.88	\$2.32	\$0.94	\$0.94	\$0.00	\$0.00	\$51.20	\$65.72

**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

Change #: LCN01-2023ibLoc540in

Craft: Electrical Effective Date: 01/11/2023 Last Posted: 01/11/2023

	В	HR		Frin	ge Bene	fit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Electrician	\$3	6.28	\$6.60	\$10.50	\$1.12	\$3,63	\$3.99	\$1.20	\$0.00	\$0.00	\$63.32	\$81.46
Apprentice	Per	cent										
1st 1000 hrs	45.00	\$16.33	\$6.60	\$0.00	\$0.46	\$0.00	\$0.49	\$0.49	\$0.00	\$0.00	\$24,37	\$32.53
2nd 1000 hrs	47.00	\$17.05	\$6.60	\$0.00	S0.48	\$0.00	\$0,51	\$0.51	\$0.00	\$0.00	\$25.15	\$33.68
3rd 1500 hrs	50.00	\$18.14	\$6.60	\$2.63	\$0.55	\$1.45	\$0.59	\$0.59	\$0.00	\$0.00	\$30,55	\$39.62
4th 1500 hrs	60.00	\$21.77	\$6.60	\$5.25	\$0.66	\$1.74	\$0.71	\$0.71	\$0.00	\$0.00	\$37.44	\$48.32
5th 1500 hrs	70,00	\$25.40	\$6.60	\$7.88	\$0.77	\$2.03	\$0,82	\$0.82	\$0.00	\$0.00	\$44.32	\$57.01
6th 1500 hrs	80.00	\$29.02	\$6.60	\$10.50	\$0.88	\$2.32	\$0.94	\$0.94	\$0.00	\$0.00	\$51.20	\$65.72

**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.

(8)		

Name of Union: Electrical Local 540 Inside Lt Commercial Northern

Change #: LCN01-2023ibLoc540in

Craft: Electrical Effective Date: 01/11/2023 Last Posted: 01/11/2023

	В	HR		Fring	ge Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifi	ication									1		· · · · · · · · · · · · · · · · · · ·
Electrician	\$3	6.28	\$6.60	\$10.50	\$1.12	\$3.63	\$3.99	\$1.20	\$0.00	\$0.00	\$63.32	\$81,46
CE-3 12,001-14,000 Hrs	\$2	7.59	\$6.51	\$0.00	\$0.82	\$0.00	\$0.83	\$0.83	\$0.00	\$0.10	\$36.68	\$50.47
CE-2 10,001-12,000 Hrs	\$2	1.68	\$6.51	\$0.00	\$0.82	\$0.00	\$0.65	\$0.65	\$0.00	\$0.10	\$30.41	\$41.25
CE-1 8,001-10,000 Hrs	\$1	9.71	\$6.51	\$0.00	\$0.82	\$0.00	\$0.59	\$0.59	\$0.00	\$0.10	\$28.32	\$38.18
CW-4 6,001-8,000 Hrs	\$1	7.74	\$6.51	\$0.00	\$0.82	\$0.00	\$0.53	\$0.53	\$0.00	\$0.10	\$26.23	\$35.10
CW-3 4,001-6,000 Hrs	\$1	5.77	\$6.51	\$0.00	\$0.82	\$0.00	\$0.47	\$0.47	\$0.00	\$0.10	\$24.14	\$32.03
CW-2 2,001-4,000 Hrs	SI	4.78	\$6.51	\$0.00	\$0.82	\$0.00	\$0.44	\$0.44	\$0.00	\$0.10	\$23.09	\$30.48
CW-1 0-2,000 Hrs	\$1.	3.80	\$6.51	\$0.00	\$0.82	\$0.00	\$0.41	\$0.41	\$0.00	\$0.10	\$22.05	\$28.95
Apprentice	Per	cent										
1st 1000 hrs	45.00	\$16.33	\$6.60	\$0.00	\$0.46	\$0.00	\$0.49	\$0.49	\$0.00	\$0.00	\$24.37	\$32.53
2nd 1000 hrs	47.00	\$17.05	\$6.60	\$0.00	\$0.48	\$0.00	\$0.51	\$0.51	\$0.00	\$0.00	\$25.15	\$33.68
3rd 1500 hrs	50.00	\$18.14	\$6.60	\$2.63	\$0.55	\$1.45	\$0.59	\$0.59	\$0.00	\$0.00	\$30.55	\$39.62
4th 1500 hrs	60.00	\$21.77	\$6.60	\$5.25	\$0.66	\$1.74	\$0.71	\$0.71	\$0.00	\$0.00	\$37.44	\$48.32
5th 1500 hrs	70.00	\$25.40	\$6.60	\$7.88	\$0.77	\$2.03	\$0.82	\$0.82	\$0.00	\$0.00	\$44.32	\$57.01
6th 1500 hrs	80.00	\$29.02	\$6.60	\$10.50	\$0.88	\$2.32	\$0.94	\$0.94	\$0.00	\$0.00	\$51.20	\$65.72

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

## Ratio:

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

7 to 9 Journeymen up to 6 Apprentices

Jurisdiction (\* denotes special jurisdictional note):

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

Construction Electrician and Construction Wireman Ratio

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

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

Washington Townships.

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

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

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

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch recircuiting) 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 #: LCN01-2022sksLoc540VDV

Craft: Voice Data Video Effective Date: 08/29/2022 Last Posted: 08/26/2022

	В	HR		Frin	ge Bene	fit Payı	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification		a landa de la companya de la company								The state of the s	Penniculation of the Control of the
Electrical Installer Technician	\$2	3.26	\$6.50	\$4.79	\$0.58	\$2.33	\$2.07	\$0.77	\$0.00	\$0.00	\$40.30	\$51.93
Cable Puller	\$1	3.26	\$6.50	\$0.00	\$0.30	\$0.00	\$0.40	\$0.40	\$0.00	\$0.00	\$20.86	\$27.49
Apprentice Starting Prior to 08/01/2020			peripe a recent and as as as as as									
6th Step 90%	\$2	0.93	\$6.50	\$4.79	\$0.51	\$1.67	\$2.07	\$0.68	\$0.00	\$0.00	\$37.15	\$47.61
Apprentice Starting After 08/01/2020	Per	rcent		, ,	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	77.7		a design of the state of the st	The second section of the sect		
1st Step	60.00	\$13.96	\$6.50	\$0.00	\$0.31	\$0.00	\$1.24	\$0,42	\$0.00	\$0.00	\$22.43	\$29.40
2nd Step	65.00	\$15.12	\$6.50	\$3.11	\$0.37	\$1.21	\$1.35	\$0.49	\$0.00	\$0.00	\$28.15	\$35.71
3rd Step	75.00	\$17.44	\$6.50	\$3.59	\$0.42	\$1,40	\$1.55	\$0.57	\$0.00	\$0.00	\$31.48	\$40.20
4th Step	85.00	\$19.77	\$6.50	\$4.07	\$0.48	\$1.58	\$1.76	\$0.64	\$0.00	\$0.00	\$34.80	\$44.69

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

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

### Ratio:

1-3 Journeyman to 2 Apprentice

4-6 Journeyman to 4 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

CARROLL\*, COLUMBIANA\*, HOLMES,

MAHONING\*, STARK, TUSCARAWAS\*, WAYNE\*

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

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

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

### Details:

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

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

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

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

Change #: LCN01-2023ibLoc7

Craft: Lineman Effective Date: 03/01/2023 Last Posted: 03/01/2023

	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fu	9	Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
Electrical Lineman	\$48.59	\$7.00	\$1,46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24
Certified Lineman Welder	\$48.59	\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24
Certified Cable Splicer	\$48.59	\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75	\$0.00	\$0.00	\$69.95	\$94.24
Operator A	\$43.54	\$7.00	\$1.31	\$0.44	\$0.00	\$10.45	\$0.75	\$0.00	\$0.00	\$63.49	\$85.26
Operator B	\$38.54	\$7.00	\$1.16	\$0.39	\$0.00	\$9.25	\$0.75	\$0.00	\$0.00	\$57.09	\$76.36
Operator C	\$30.97	\$7.00	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.39	\$62.88
Groundman 0-12 months Exp	\$24.30	\$7.00	\$0.73	\$0.24	\$0.00	\$5.83	\$0.75	\$0.00	\$0.00	\$38.85	\$51.00
Groundman 0-12 months Exp w/CDL	\$26.72	\$7.00	\$0.80	\$0.27	\$0.00	\$6.41	\$0.75	\$0.00	\$0.00	\$41.95	\$55.31
Groundman I yr or more	\$26.72	\$7.00	\$0.80	\$0.27	\$0.00	\$6.41	\$0.75	\$0.00	\$0.00	\$41.95	\$55.31
Groundman 1 yr or more w/CDL	\$31.58	\$7.00	\$0.95	\$0.32	\$0.00	\$7.58	\$0.75	\$0.00	\$0.00	\$48.18	\$63.97
Equipment Mechanic A	\$38.54	\$7.00	\$1.16	\$0.39	\$0.00	\$9.25	\$0.75	\$0.00	\$0.00	\$57.09	\$76.36
Equipment Mechanic B	\$34.75	\$7.00	\$1.04	\$0.35	\$0.00	\$8.34	\$0.75	\$0.00	\$0.00	\$52.23	\$69.60

Equipment Mechanic C	\$30.97		\$7.00	\$0.93	\$0.31	\$0.00	\$7.43	\$0.75	\$0.00	\$0.00	\$47.39	\$62.88
X-Ray Technician	\$48.59		\$7.00	\$1.46	\$0.49	\$0.00	\$11.66	\$0.75		\$0.00		\$94.24
Apprentice	Per	cent							.,,,,,,,	1		
1st 1000 hrs	60.00	\$29.15	\$7.00	\$0.87	\$0.29	\$0.00	\$7.00	\$0.75	\$0.00	\$0.00	\$45.06	\$59.64
2nd 1000 hrs	65.00	\$31.58	\$7.00	\$0.95	\$0.32	\$0.00	\$7.58	\$0.75	\$0.00	\$0.00	\$48.18	\$63.98
3rd 1000 hrs	70.00	\$34.01	\$7.00	\$1.02	\$0.34	\$0.00	\$8.16	\$0.75	\$0.00	\$0.00	\$51.28	\$68.29
4th 1000 hrs	75.00	\$36.44	\$7.00	\$1.09	\$0.36	\$0.00	\$8.75	\$0.75	\$0.00	\$0.00	\$54.39	\$72.61
5th 1000 hrs	80.00	\$38.87	\$7.00	\$1.17	\$0.39	\$0.00	\$9.33	\$0.75	\$0.00	\$0.00	\$57.51	\$76.95
6th 1000 hrs	85.00	\$41.30	\$7.00	\$1.24	\$0.41	\$0.00	\$9.91	\$0.75	\$0.00	\$0.00	\$60.61	\$81.26
7th 1000 hrs	90.00	\$43.73	\$7.00	\$1.31	\$0.44	\$0.00	\$10.50	<b>\$0.7</b> 5	\$0.00	\$0.00	\$63.73	\$85.60

Special Calculation Note: Other is Health Retirement Account

## Operator "A"

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

## Operator "B"

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

## Operator "C"

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

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

#### Ratio:

1 Journeyman to 1 Apprentice

# Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ASHLAND, ASHTABULA,
ATHENS, AUGLAIZE, BELMONT, BROWN,
BUTLER, CARROLL, CHAMPAIGN,
CLARK, CLERMONT, CLINTON,
COLUMBIANA, COSHOCTON,
CRAWFORD, CUYAHOGA, DARKE,
DELAWARE, FAIRFIELD, FAYETTE,
FRANKLIN, GALLIA, GEAUGA, GREENE,
GUERNSEY, HAMILTON, HARRISON,

HIGHLAND, HOCKING, HOLMES,
JACKSON, JEFFERSON, KNOX, LAKE,
LAWRENCE, LICKING, LOGAN, LORAIN,
MADISON, MAHONING, MARION,
MEDINA, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, PORTAGE, PREBLE,
RICHLAND, ROSS, SCIOTO, SHELBY,
STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON,
WARREN, WASHINGTON, WAYNE

## Special Jurisdictional Note:

#### Details:

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Name of Union: Electrical Local 71 Outside Utility Power

Change #: LCN01-2023ibLoc7

Craft: Lineman Effective Date: 03/01/2023 Last Posted: 03/01/2023

Ciait . Lii	neman Effe	CHAC T					JSteu				
mpto (college)	BHR		Fring	e Bene	fit Pay	ments		Irrevo Fur	,	Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
Electrical Lineman	\$46.03	\$7.00	\$1.38	\$0.46	\$0.00	\$11.05	\$0.75	\$0.00	\$0.00	\$66.67	\$89.68
Substation Technician	\$46.03	\$7.00	\$1.38	\$0.46	\$0.00	\$11.05	\$0.75	\$0.00	\$0.00	\$66.67	\$89.68
Cable Splicer	\$48.21	\$7.00	\$1.45	\$0.48	\$0.00	\$11.57	\$0.75	\$0.00	\$0.00	\$69.46	\$93.56
Operator A	\$41.26	\$7.00	\$1.24	\$0.41	\$0.00	\$9.90	\$0.75	\$0.00	\$0.00	\$60.56	\$81.19
Operator B	\$36.47	\$7.00	\$1.09	\$0.36	\$0.00	\$8.75	\$0.75	\$0.00	\$0.00	\$54.42	\$72.65
Operator C	\$29.28	\$7.00	\$0.88	\$0.29	\$0.00	\$7.03	\$0.75	\$0.00	\$0.00	\$45.23	\$59.87
Groundman 0-12 months Exp	\$23.02	\$7.00	\$0.69	\$0.23	\$0.00	\$5.52	\$0.75	\$0.00	\$0.00	\$37.21	\$48.72
Groundman 0-12 months Exp w/CDL	\$25.32	\$7.00	\$0.76	\$0.25	\$0.00	\$6.08	\$0.75	\$0.00	\$0.00	\$40.16	\$52.82
Groundman 1 yr or more	\$25,32	\$7.00	\$0.76	\$0,25	\$0.00	\$6.08	\$0.75	\$0.00	\$0.00	\$40.16	\$52.82
Groundman 1 yr or more w/CDL	\$29,92	\$7.00	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.05	\$61.01
Equipment Mechanic A	\$36.47	\$7.00	\$1.09	\$0.36	\$0.00	\$8.75	\$0.75	\$0.00	\$0.00	\$54.42	\$72.65
Equipment Mechanic B	\$32.88	\$7.00	\$0.99	\$0.33	\$0.00	\$7.89	\$0.75	\$0.00	\$0.00	\$49.84	\$66.28
Equipment Mechanic C	\$29.28	\$7.00	\$0.88	\$0.29	\$0.00	\$7.03	\$0.75	\$0.00	\$0.00	\$45.23	\$59.87

Line Truck w/uuger	\$32.28		\$7.00	\$0.97	\$0.32	\$0.00	\$7.75	\$0.75	\$0.00	\$0.00	\$49.07	\$65.21
Apprentice	Per	cent		***************************************			**************************************		ACTION AND MAINTAIN TO A TO			
1st 1000 hrs	60.00	\$27.62	\$7.00	\$0.83	\$0.28	\$0.00	\$6.63	\$0.75	\$0.00	\$0.00	\$43.11	\$56.92
2nd 1000 hrs	65.00	\$29.92	\$7.00	\$0.90	\$0.30	\$0.00	\$7.18	\$0.75	\$0.00	\$0.00	\$46.05	\$61.01
3rd 1000 hrs	70.00	\$32.22	\$7.00	\$0.97	\$0.32	\$0.00	\$7.73	\$0.75	\$0.00	\$0.00	\$48.99	\$65.10
4th 1000 hrs	75.00	\$34.52	\$7.00	\$1.04	\$0.35	\$0.00	\$8.28	\$0.75	\$0.00	\$0.00	\$51.94	\$69.20
5th 1000 hrs	80.00	\$36.82	\$7.00	\$1.10	\$0.37	\$0.00	\$8.84	\$0.75	\$0.00	\$0.00	\$54.88	\$73.30
6th 1000 hrs	85.00	\$39.13	\$7.00	\$1.17	\$0.39	\$0.00	\$9.39	\$0.75	\$0.00	\$0.00	\$57.83	\$77.39
7th 1000 hrs	90.00	\$41.43	\$7.00	\$1.24	\$0.41	\$0.00	\$9.94	\$0.75	\$0.00	\$0.00	\$60.77	\$81.48

**Special Calculation Note :** Other is Health Retirement Account Operator "A"

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

## Operator "B"

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

### Operator "C"

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

### Ratio:

(1) Journeyman Lineman to (1) Apprentice

# Jurisdiction (\* denotes special jurisdictional note):

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

RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note: 0.30 is for Health Retirement Account.

### Details:

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

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

Change #: LCN01-2023ibLoc71CentralOhio

Craft: Lineman Effective Date: 03/01/2023 Last Posted: 03/01/2023

	BHR		Fring	e Bene	fit Pay	Irrevocable Fund		Total PWR	Overtime Rate		
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classi	fication			, in the second							
Electrical Lineman	\$43.02	\$7.00	\$1.29	\$0.43	\$0.00	\$8.60	\$0.56	\$0.00	\$0.00	\$60.90	\$82,41
Traffic Signal & Lighting Journeyman	\$41,43	\$7.00	\$1.24	\$0.41	\$0.00	\$8.29	\$0.56	\$0.00	\$0.00	\$58.93	\$79.64
Equipment Operator	\$37.78	\$7.00	\$1.13	\$0.38	\$0.00	\$7.56	\$0.56	\$0.00	\$0.00	\$54.41	\$73.30
Groundman 0-12 months (W/O CDL)	\$22.91	\$7.00	\$0.69	\$0.23	\$0.00	\$4.58	\$0.56	\$0.00	\$0.00	\$35.97	\$47,42
Groundman 0-12 months (W/CDL) plus	\$25.03	\$7.00	\$0.75	\$0.25	\$0.00	\$5.01	\$0.56	\$0.00	\$0.00	\$38.60	\$51.12
Groundsman greater than 1 Year (W/CDL)	\$27.71	\$7.00	\$0.81	\$0.28	\$0.00	\$5.43	\$0.56	\$0.00	\$0.00	\$41.79	\$55.65
Traffic Signal Apprentices		THE PARTY PROPERTY.									
lst 1,000 hours	\$24.86	\$7.00	\$0.75	\$0.25	\$0.00	\$4.97	\$0.56	\$0.00	\$0.00	\$38.39	\$50.82
2nd 1,000 hours	\$26.93	\$7.00	\$0.81		\$0.00	\$5.39	\$0.56	\$0.00	\$0,00	\$40.96	\$54,43
3rd 1,000 hours	\$29.00	\$7.00	\$0.87	\$0.29	\$0.00	\$5.80	\$0.56	\$0.00	\$0.00	\$43.52	\$58.02
4th 1,000 hours	\$31.07	\$7.00	\$0.93	\$0.31	\$0.00	\$6.21	\$0.56	\$0.00	\$0.00	\$46.08	\$61.62
5th 1,000 hours	\$33.14	\$7.00	\$0.99	\$0.33	\$0.00	\$6.63	\$0.56	\$0.00	\$0.00	\$48.65	\$65.22
6th 1,000 hours	\$37.29	\$7.00	\$1,12	\$0.37	\$0.00	\$7.46	\$0.56	\$0.00	\$0.00	\$53.80	\$72.45

Apprentice Lineman	Percent				and the second	100						
1st 1,000 Hours	60.00	\$25.81	\$7.00	\$0.77	\$0.26	\$0.00	\$5.16	\$0.56	\$0.00	\$0.00	\$39.56	\$52.47
2nd 1,000 Hours	65.00	\$27.96	\$7.00	\$0.84	\$0.28	\$0.00	\$5.59	\$0.56	\$0.00	\$0.00	\$42.23	\$56.21
3rd 1,000 Hours	70.00	\$30.11	\$7.00	\$0.90	\$0.30	\$0.00	\$6.02	\$0.56	\$0.00	\$0.00	\$44.89	\$59.95
4th 1,000 Hours	75.00	\$32,27	\$7.00	\$0.97	\$0.32	\$0.00	\$6.54	\$0.56	\$0.00	\$0.00	\$47.66	\$63.79
5th 1,000 Hours	80.00	\$34.42	\$7.00	\$1.03	\$0.34	\$0.00	\$6.88	\$0.56	\$0.00	\$0.00	\$50.23	\$67,43
6th 1,000 Hours	85.00	\$36.57	\$7.00	\$1.10	\$0.37	\$0.00	<b>\$</b> 7.31	\$0.56	\$0.00	\$0.00	\$52.91	\$71.19
7th 1,000 Hours	90.00	\$38.72	\$7.00	\$1.16	\$0.39	\$0.00	\$7.74	\$0.56	\$0.00	\$0.00	\$55.57	\$74.93

Special Calculation Note: Other is Safety & Education Fund (\$0.06) and HRA (\$0.50).

### 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 Voice Data Video Outside

Change #: LCR01-2017fbLoc71VDV

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

	BHR		Fring	e Bene	fit Pay	ments		Irrevocable Fund		Total PWR	Overtime Rate
	H&\		Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classific	ation										
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0,00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0,00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
		السيا									
Special Colo											

**Special Calculation Note:** 

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Jurisdiction (\* denotes special jurisdictional note):

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON,

HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

## **Special Jurisdictional Note:**

#### Details:

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

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

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

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

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

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

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

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

Name of Union: Elevator Local 45

Change #: LCN01-2023ibLoc45

Craft: Elevator Effective Date: 02/01/2023 Last Posted: 02/01/2023

	В	HR		Fring	e Bene	fit Pay	Irrevocable Fund		Total PWR	Overtime Rate		
			H&W	Pension	App Tr,	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificatio	n										***************************************
Elevator Mechanic	\$55.63		\$16.07	\$10.76	\$0.70	\$4.45	\$9.80	\$2.09	\$0.00	\$0.00	\$99.50	\$127.32
Assistant, Mechanic	\$44.50		\$16.07	\$10.76	\$0.70	\$3.56	\$9.80	\$1.66	\$0.00	\$0.00	\$87.05	\$109.30
Helper	\$3	8.94	\$16.07	\$10.76	\$0.70	\$3,12	\$9.80	\$1.47	\$0.00	\$0.00	\$80.86	\$100,33
Apprentice	Per	cent										
Apprentice												
0-6 months Probation	50.00	\$27.82	\$0.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$0.00	\$29,48	\$43.39
1st year	55.00	\$30.60	\$16.07	\$10.76	\$0.70	\$1.84	\$9.80	\$1.15	\$0.00	\$0.00	\$70.92	\$86.21
2nd year	65.00	\$36.16	\$16.07	\$10.76	\$0.70	\$2.17	\$9.80	\$1.36	\$0.00	\$0.00	\$77.02	\$95.10
3rd year	70.00	\$38.94	\$16.07	\$10.76	\$0.70	\$2.34	\$9.80	\$1.47	\$0.00	\$0.00	\$80.08	\$99.55
4th year	80.00	\$44.50	\$16.07	\$10.76	\$0.70	\$2.67	\$9.80	\$1.66	\$0.00	\$0.00	\$86.16	\$108,42

Special Calculation Note: \*Other is Holiday Pay

#### Ratio:

Jurisdiction (\* denotes special jurisdictional note):

The total number of Helpers & Apprentices employed shall not exceed the number of

ASHLAND, CARROLL, COLUMBIANA, COSHOCTON, HARRISON, HOLMES,

Mechanics on any one job, except on jobs where MAHONING, MEDINA, PORTAGE, (2) teams or more are working, (1) extra Helper RICHLAND, STARK, SUMMIT, TRUMBULL, or Apprentice may be employed for the first (2) TUSCARAWAS, WAYNE teams and an extra Helper or Apprentice for

each additional (3) teams.

## 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	BHR		Fring	e Bene	lit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
		No. 104 / 105 / 10	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sificatio	n					3					
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	rcent										
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 # : LCN01-2023ibLoc550

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

	BHR			Fring	e Bene	fit Pay	ments		Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificatio	n										
Ironworker	\$3	3.00	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$55.68	\$72.18
Apprentice	Per	cent										
1st 6 months	65.00	\$21.45	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$44.13	\$54.85
2nd 6 months	69.00	\$22.77	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$45.45	\$56.84
3rd 6 months	73.00	\$24.09	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$46.77	\$58.81
4th 6 months	77.00	\$25.41	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$48.09	\$60.79
5th 6 months	81.00	\$26.73	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$49.41	\$62.78
6th 6 months	85.00	\$28.05	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$50.73	\$64.75
7th 6 months	90.00	\$29.70	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$52.38	\$67.23
8th 6 months	95.00	\$31.35	\$9.48	\$9.02	\$0.77	\$0.00	\$3.00	\$0.41	\$0.00	\$0.00	\$54.03	\$69.70

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

Ratio:

Jurisdiction (\* denotes special jurisdictional note):

4 Journeymen to 1 Apprentice

- ASHLAND, CARROLL, COLUMBIANA\*,
- 1 Journeymen to 1 Apprentice, spinning of cable COSHOCTON, HOLMES\*, HURON, for suspension bridge MAHONING\*, MEDINA\*, PORTAGE\*,

- 1 Journeymen to 1 Apprentice, ornamental work RICHLAND, STARK, SUMMIT\*,
- 2 Journeymen to 1 Apprentice, reinforcing work TUSCARAWAS, WAYNE
- 1 Journeymen to 2 Apprentice, roadway

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.

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		Frin	ge Bene	fit Payı	nents		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annoity	Other	LECET (*)	MISC (*)		
Class	sification	- Illionius										
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				Austrony						
lst 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 2

Change #: LCN01-2023ibLaborHevHwy2

Craft: Laborer Group 1 Effective Date: 05/01/2023 Last Posted: 04/26/2023

	BI	IR		Fring	e Bene	fit Pay	ments		Irrevo Fut	1	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification											
Laborer Group 1	\$35	-05	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.85	\$66.37
Group 2	\$35	.22	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.02	\$66.63
Group 3	\$35	.55	\$8,20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.35	\$67.12
Group 4	\$36	.00	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$49.80	\$67.80
Watch Person	\$27	.35	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.15	\$54.83
Apprentice	Per	cent										
0-1000 hrs	60.00	\$21.03	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$34.83	\$45.34
1001-2000 hrs	70.02	\$24.54	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$38.34	\$50.61
2001-3000 hrs	80.00	\$28.04	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$41.84	\$55.86
3001-4000 hrs	90.00	\$31,54	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.35	\$61.12
More Than 4000 hrs	100.00	\$35.05	\$8.20	\$4.05	\$0.45	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.85	\$66,37

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

#### Ratio:

1 Journeymen to 1 Apprentice

3 Journeymen to 1 Apprentice thereafter

Jurisdiction (\* denotes special jurisdictional note):

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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

#### Details:

Group 1

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

\*Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, by and 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 #: LCN01-2023ibLoc1015

Craft: Laborer Effective Date: 05/03/2023 Last Posted: 05/03/2023

	Bl	HR		Fring	e Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sification	)										The three transplaced and an elding any are
Laborer Group 1	\$31	1.52	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.27	\$60.03
Group 2	\$32	2.52	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.27	\$61.53
Group 3	\$33	3.52	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.27	\$63.03
Group 4	\$33	3.47	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.22	\$62.96
Group 5	\$24	1.56	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.31	\$49.59
Apprentice	Per	cent										
0-1000 hrs	60.00	\$18.91	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.66	\$41.12
1001-2000 hrs	70.00	\$22.06	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0,00	\$34,81	\$45.85
2001-3000 hrs	80.00	\$25.22	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.97	\$50.57
3001-4000 hrs	90.00	\$28.37	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.12	\$55.30
More than 4000 hrs	100.00	\$31.52	\$8.20	\$4.05	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$44.27	\$60.03

**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

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificatio	n										
Operator Group A	\$4	1.49	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.74	\$78.48
Operator Group B	\$4	1.37	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.62	\$78.30
Operator Group C	\$4	0.33	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.58	\$76.74
Operator Group D	\$3	9.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.40	\$74.97
Operator Group E	\$3:	3.69	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$4	1.74	\$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'	\$4	1.99	\$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	cent										
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 Mechanic Trainee	and the state of t							a de la participa de la partic			1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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 CARROLL, CHAMPAIGN, CLARK, Engineer through the referral when they are available. An apprenice, while employed as part CRAWFORD, DARKE, DEFIANCE, of a crew per Article VIII, paragraph 78, will notDELAWARE, FAIRFIELD, FAYETTE, be subject to the apprenticeship ratios in this collective bargaining agreement GUERNSEY, HAMILTON, HANCOCK

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

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

#### Special Jurisdictional Note:

#### Details

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 Winch 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

A company	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
		,	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Clas	sificatio	n										
Operator Class A	\$4	1.49	\$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	\$4	0.33	\$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:	3.69	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$49.94	\$66.78
Master Mechanic	\$4	1.74	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.99	\$78.86
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	\$0.85	\$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									The same of the sa			
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 ADAMS, ALLEN, ASHLAND, ATHENS, employed by the company, there may be

Jurisdiction (\* denotes special jurisdictional note):

AUGLAIZE, BELMONT, BROWN, BUTLER,

employed (1) Registered Apprentice or Trainee CARROLL, CHAMPAIGN, CLARK, Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 65 DELAWARE, FAIRFIELD, FAYETTE, will not be subject to the apprenticeship ratios in FRANKLIN, FULTON, GALLIA, GREENE, this collective bargaining agreement GUERNSEY, HAMILTON, HANCOCK,

CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, 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			*****	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifica	tion										
Painter Metal Finisher/Helpers											
Top Heiper 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		Fring	ge Bene	fit Payı	nents		Irrevo Fui	3.5	Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification										
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 #: LCN01-2021sksLoc841

Craft: Painter Effective Date: 11/17/2021 Last Posted: 11/17/2021

	В	HR		Frin	ge Bene	fit Payı	ments		Irrevo Fu	1	Total PWR	Overtime Rate
		o natourantu rivolan kolikonatulian kutu	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification		7.00									
Painter Brush Roll	\$2	8.18	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$43.53	\$57.62
Paperhanger	\$2	8.18	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$43.53	\$57.62
Painter Spray Gun Operator Any and Al Coatings)	\$2	9.03	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.38	\$58,90
Swing Scaffold, Bosum Chair, & Window Jacks	\$2	8.93	\$6.85	\$7.50	\$0.35	\$0.00	\$0,65	\$0.00	\$0.00	\$0.00	\$44.28	\$58.75
Sandblast, Painting of Standpipes, etc. from Scaffolds Open Structural Steel, Standpipes and Water Towers	\$2	9.43	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.78	\$59.50
Epoxy Application	\$2	8.83	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.18	\$58.60
Synthetic Exterior, Lead Abatement, Asbestos Removal	\$2	9.43	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$44.78	\$59.50
Apprentice	Per	cent										
1st Year	53.24	\$15.00	\$6.85	\$2.72	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$25.57	\$33.07
2nd Year	60.00	\$16.91	\$6.85	\$3.14	\$0.35	VA-FA-ta-alders man	\$0.65	\$0.00	\$0.00	\$0.00	\$27.90	\$36.35
3rd Year	70.00	\$19.73	\$6.85	\$3.57	***************************************	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$31.15	\$41.01
4th Year	80.00	\$22,54	\$6.85	\$4.34	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$34.73	\$46.01

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

Ratio:

Jurisdiction (\* denotes special jurisdictional

note):

1 Journeymen to 1 Apprentice

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 #: LCN01-2021sksLoc841

Craft: Painter Effective Date: 11/17/2021 Last Posted: 11/17/2021

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Blaster Class 1	\$3	7.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$53.20	\$72.12
Class 2 Bridge Painter, Rigger, Containment Builder, Spot Blaster	\$3-	4.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$50.20	\$67.62
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (0-5 Years Exp)	\$2	7.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$43.20	\$57.13
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (5 plus Years Exp).	\$31	0.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$46.20	\$61.63
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc.	\$30	0.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0,00	\$0.00	\$0.00	\$46.20	\$61.63
Class 5 Quality Control/QualityAssurance Traffic Safety, Competent Person.		0.85	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$46,20	\$61.63
Apprentice	Per	cent						411111111111111111111111111111111111111				
1st Year	50.01	\$18.93	\$6.85	\$2.72	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$29.50	\$38.96
2nd Year	60.00	\$22.71	\$6.85	\$3,14	\$0,35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$33.70	\$45.06
3rd year	70.00	\$26.50	\$6.85	\$3.57	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$37.92	\$51.16
4th Year	80.00	\$30.28	\$6.85	\$4.34	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$42.47	\$57.61

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

#### Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

CARROLL, COSHOCTON, HOLMES, 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 #: LCN01-2021sksLoc841

Craft: Drywall Finisher Effective Date: 11/17/2021 Last Posted: 11/17/2021

	В	HR		Fring	e Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification			A CONTRACTOR OF THE CONTRACTOR									T-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
Painter Drywall Finisher/PainterTaper		9.43	\$6.85	\$7.50	\$0.35	\$0.00	\$0.65	\$0.00	\$0,00	\$0.00	\$44.78	\$59.50
Apprentice	Per	cent										
lst Year	50.98	\$15.00	\$6.85	\$2.72	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$25.57	\$33.08
2nd Year	65.00	\$19.13	\$6.85	\$3.52	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$30.50	\$40.06
3rd Year	80.00	\$23,54	\$6.85	\$4.34	\$0.35	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$35.73	\$47.51

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

Ratio:

1 Journeyman to 1 Apprentice

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 #: LCN01-2021sksLoc94

Craft: Plumber/Pipefitter Effective Date: 11/24/2021 Last Posted: 11/24/2021

	ВІ	ir.	Sand A	Fring	e Bene	fit Payı	ments		Irrevo Fur	1	Total PWR	Overtime Rate
	COMMINENTAL SECURE SOLVES SOLV	No. 1 to 1	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification		And the state of t				and the second		1			
Plumber Pipefitter	\$36	i.33	\$8.83	\$6.19	\$0.77	\$0.00	\$6.30	\$0.10	\$0.00	\$0.00	\$58.52	\$76.68
Apprentice Hired After 05-01-2017		A L & MA **		an man and an					and the state of t			
1st Year	\$14	1.53	\$8.83	\$0.00	\$0.77	\$0.00	\$3.15	\$0.10	\$0.00	\$0.00	\$27.38	\$34.65
2nd Year	\$18	3.17	\$8.83	\$0.50	\$0.77	\$0.00	\$3.15	\$0.10	\$0.00	\$0.00	\$31.52	\$40.61
3rd Year	\$21	.80	\$8.83	\$0.50	\$0.77	\$0.00	\$3.15	\$0.10	\$0.00	\$0.00	\$35.15	\$46.05
4th Year	\$25	.43	\$8.83	\$0.50	\$0.77	\$0.00	\$4.73	\$0.10	\$0.00	\$0.00	\$40.36	\$53.07
5th Year	\$29	.06	\$8.83	\$0.50	\$0.77	\$0.00	\$4.55	\$0.10	\$0.00	\$0.00	\$43.81	\$58.34
Apprentice If Hired Before 5-01-2017	Per	cent	The second secon				end of the depth o					
5th yr 1st 6mos	85.00	\$30.88	\$8.83	\$0.50	\$0.77	\$0.00	\$1.82	\$0.10	\$0.00	\$0.00	\$42.90	\$58.34
5th yr 2nd 6 months	90.00	\$32.70	\$8.83	\$0.50	\$0.77	\$0.00	\$1.82	\$0.10	\$0.00	\$0.00	\$44.72	\$61.07

Special Calculation Note: Other is International Training Fund.

#### Ratio:

- I 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 #: LCN01-2022sksLoc88

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

T-A-pripared and an analysis of the second	В	HR		Frin	ge Bene	fit Pay	ments		Irrevo Fu		Total PWR	Overtime Rate
	W. C	15 What Philadelphia and 10 an	H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		:
Clas	sification		The same of the sa									
Roofer	. \$2	9.07	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$49.85	\$64.39
HELPERS Helper -500 Hrs. 1st 6 months	\$1	6.27	\$2.25	\$0.00	\$0.40	\$0,00	\$1.50	\$0.18	\$0.00	\$0.00	\$20.60	\$28.73
Helper - 500 Hrs. 2nd 6 months	\$1	8.02	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$38.80	\$47.81
2пd year Helper	\$1	9.76	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.54	\$50.42
3rd year Helper	\$2	1.51	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$42,29	\$53.05
4th year Helper	\$2	3.25	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$44.03	\$55.66
5th year Helper	\$2	5.00	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.78 :	\$58.28
Apprentice	Per	rcent									:	
1st 6 months w/500 hrs	55.97	\$16.27	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$37,05	\$45.19
2nd 6 months w/500 hrs	62.00	\$18.02	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$38.80	\$47.82
3rd 6 months w/500 hrs	67.97	\$19.76	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$40.54	\$50.42
4th 6 months w/500 hrs	74.00	\$21.51	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$42.29	\$53.05
5th 6 months w/500 hrs	79.98	\$23.25	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$44.03	\$55.66
6th 6 months w/500 hrs	86.00	\$25.00	\$8.90	\$9.80	\$0.40	\$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$45.78	\$58.28

7th 6	92.00	\$26.74	\$8.90	\$9.80	\$0.40 \$0.00	\$1.50	\$0.18	\$0.00	\$0.00	\$47.52	\$60.90
months		è								:	
w/500 hrs											

**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.1.D.B.

#### Ratio:

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

(1) Journeymen to One (1) Apprentice to One (1) Helper

Jurisdiction (\* denotes special jurisdictional note):

ASHLAND, CARROLL, COSHOCTON, CRAWFORD, HOLMES, HURON, LORAIN\*, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TUSCARAWAS, WAYNE

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

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	ments		Irrevo Fu		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classi	fication											
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
Trainces	Per	rcent										
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

Spe	cial	Calc	ulation	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		Fring	e Bene	fit Pay	ments		Irrevo		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vae.	Annuity	Other	LECET (*)	MISC (*)		
	Classific	ation										
Sheet Metal Worker	\$34	4.90	\$9.65	\$13.20	\$0.93	\$0.00	\$7.64	\$0.00	\$0.00	\$0.00	\$66.32	\$83.77
l st 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	50.00	\$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,

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

ASHLAND, CARROLL, COSHOCTON, CRAWFORD, HOLMES, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TUSCARAWAS, WAYNE assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct-lining; (c) testing, servicing, and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Worker's International Association.

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

	В	HR .		Fring	ge Bene	fit Payı	nents		Irrevo: Fur		Total PWR	Overtime Rate
2000			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Sprinkler Fitter	\$43	3.75	\$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	Per	cent								a average and a service and a		
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.

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

Change #: LCN01-2023ibBldgHevHwy

Craft: Truck Driver Effective Date: 05/01/2023 Last Posted: 04/26/2023

	BI	HR		Frin	ge Bene	fit Payı	nents ·		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)	d &		\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01
Apprentice	Per	cent										
First 6 months	80.00	\$24.99	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$54.64
7-12 months	85,00	\$26.55	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.70	\$56.98
13-18 months	90.00	\$28.12	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.27	\$59.32
19-24 months	95.00	\$29.68	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,83	\$61.67
25-30 months	100.00	\$31.24	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.39	\$64.01

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

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

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

CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFLANCE, 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 #: LCN01-2023ibBldgHevHwy

Craft: Truck Driver Effective Date: 05/01/2023 Last Posted: 04/26/2023

	BI	IR				fit Pay	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification						A Care	and the state of t					
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)	\$3:	1.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64
Apprentice	Per	cent										
First 6 months	80.00	\$25.33	\$7.75	and and a financial feet of a first annual	Interesses underes	\$0.00	of almost of the part of the part and	\$0.00	\$0.00	\$0.00	\$42.48	\$55.14
7-12 months	85.00	\$26.91	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.06	\$57.52
13-18 months	·	\$28.49	***************************************	***************************************	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.64	\$59.89
19-24 months	95.00	\$30.08	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.23	\$62.27
25-30 months	100.00	\$31.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.81	\$64.64

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

#### Ratio:

3 Journeymen to 1 Apprentice

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

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

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

Special Jurisdictional Note:

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

Change #: LCN01-2023ibBldgHevHwy3

Craft: Truck Driver Effective Date: 05/01/2023 Last Posted: 04/26/2023

	BH	IR		Fring	e Bene	lit Pay	ments		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)	.,,,	O Balanca Distribution of the
Class	sification									the state of the s		
Truck Driver CLASS 3 Articulated Dump Trucks; Ridge- Frame Rock Trucks; Distributor Trucks)	\$32	.66	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.81	\$66.14
Apprentice	Per	cent					, A4, ), J-1, A4-17-18-18-18-18-18-18-18-18-18-18-18-18-18-				Буранд куппинистичний поли	(a. =
First 6 months	80.00	\$26.13	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00		\$43.28	\$56.34
7-12 months	85.00	\$27.76	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.79
13-18 months	90.00	\$29.39	\$7.75	\$9.20	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.54	\$61.24
19-24 months	95.00	\$31.03	\$7.75	\$9.20	\$0.20	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$48.18	\$63.69
25-30 months	100.00	\$32.66	\$7.75	\$9.20	\$0.20	L	Ì	\$0.00	\$0.00		\$49.81	\$66.14

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

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

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

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

Special Jurisdictional Note: