

Canton, Ohio

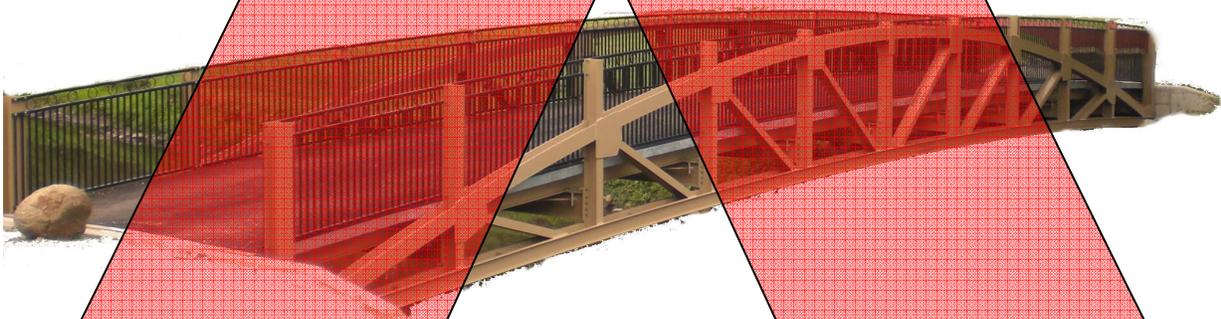
CANTON CITY
ENGINEERING DEPARTMENT

Construction
Contract and Specifications

Not for Reproduction for Bidding Purposes

East Side Park Trail and Bridge

GENERAL PROJECT NO. 1131



A depiction of the proposed bridge.

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LEGAL NOTICE

Sealed bids will be received by the Director of Public Service of the City of Canton, Ohio/Contract Office, 218 Cleveland Ave. S.W., 6th Floor, City Hall Building, Canton, OH 44702 until 2:00 p.m. October 13, 2010 for GP 1131, East Side Park Trail and Bridge, as per plans and specifications on file in the Engineering Department at 2436 30th St. N.E.

Please be advised that the Bid Opening will be held in the conference room located on the sixth floor of the City Hall building. Any bid that is not submitted on or before 2:00 p.m. on the day of the Bid Opening will be disqualified. Bids received will be opened and publicly read immediately after the expiration of the time for filing such bids.

Project Labor Agreement (PLA) **will** be required as mandated by Ordinance 86-2009 for this project.

The estimated construction cost for this project is \$325,000.00. Each bidder must submit evidence of its experience on projects of similar size and complexity.

The proposal blanks provided in the bid package must be used in submitting bids. No other submittals will be accepted.

Each bid must contain the name of every person or company interested in the same and be accompanied by a certified check, cashier's check, or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, drawn on a solvent bank or bonding company licensed in the State of Ohio to provide said surety and satisfactory to the Director of Public Service as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

Said certified check or cashier's check shall be in the amount of ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid.

The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder(s) submit a copy (including faxed copies) of his/her security, the bid will be disqualified.

Should any bids be rejected, such Bond, Certified Check or Cashier's Check shall be forthwith returned upon the proper execution and securing of the contract.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

The Party awarded contract should be prepared to furnish surety bond for faithful performance. All bids must be firm bids. Bids containing an escalator clause will not be considered.

In order to be considered as a responsive bidder, bidders must obtain plans, specifications, and proposal blanks. Bidders may obtain plans, specifications, and proposal blanks at the office of the

Engineering Department at 2436 30th St. N.E., upon the payment of the sum of \$35.00. No refunds will be made for plans returned.

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.

Bidders must comply with prevailing wage rates on Heavy and Highway construction projects for the State of Ohio as included in the contract documents.

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

It is now the City's policy that for IRS purposes, all companies must submit their Federal I.D. number.

By order of Warren Price, Canton City Service Director.

Published in the Repository: September 28 and October 5, 2010.

NOTICE TO CONTRACTORS

SECTION 181.03 - IMPOSITION OF TAX

(b) (1) No contract on behalf of the City for works or improvements of the City shall be binding and valid unless such contract contains the following provisions:

Said contractor hereby further agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such City Income Taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City Income Tax whether a resident or non-resident of the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

SECTION 5719.042 - DELINQUENT PERSONAL PROPERTY TAXES STATEMENT REQUIRED

The successful bidder shall be required to furnish the following upon execution of the contract: A statement affirmed under oath pursuant to Section 5719.049 of the Ohio Revised Code that the successful bidder was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of Stark County or, that the successful bidder was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the successful bidder was charged with any such taxes, a copy of the statement shall be transmitted by the City Auditor to the County Treasurer within thirty (30) days of the date it is submitted. NOTE: A copy of the statement shall also be incorporated in the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

CERTIFICATE OF WORKMEN'S COMPENSATION AND CERTIFICATE OF LIABILITY INSURANCE

You are hereby required and directed to turn over to the City of Canton copies of the Certificate of Workmen's Compensation and Certificate of Liability Insurance carried by you. This information must be furnished to the City of Canton Engineering Department, 2436 30th St. NE, Canton OH 44705, and prior to starting work on any contract. **The Certificate of Insurance is to name City of Canton as an, "Additional Insured."**

Example of certificate form follows.

CERTIFICATES OF INSURANCE AND WORKMEN'S COMPENSATION
FOR CITY OF CANTON-PROJECTS OVER \$100,000.00

(to be submitted in triplicate)

HAZARD INSURANCE

The Contractor shall take out and maintain during the life of this and subsequent contracts with the City of Canton, Insurance Coverage with a company satisfactory to the Director of Public Service, which will protect the Contractor and Sub-contractor, as well as the City, from all claims arising from contractual obligations with the City. **The Contractor must include the City of Canton, Ohio as additional insured for purposes of coverage under the subject policy** The limits of such policy (or policies) shall not be less than the following:

WORKMEN'S COMPENSATION AND EMPLOYERS LIABILITY

As provided for in Ohio Law: Period Covered _____

COMPREHENSIVE LIABILITY:

	<u>AMOUNTS</u>		<u>PERIOD COVERED</u>	
	<u>BODILY INJURY</u>	<u>PROPERTY DAMAGE</u>	<u>FROM</u>	<u>TO</u>
A. Automobile:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____
B. Comprehensive General, including completed operations, products & contractual:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____
C. Independent Contractors, Owners, & Contractors				
Protective Public Liability & Property Damage Liability Insurance:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____

NAME AND ADDRESS OF INSURANCE COMPANY

(Agency May Use Standard Certificate Forms Provided By The Insuring Companies)

PLEASE NOTE! "Do not use this form as Certificate. It is a guideline only."

INSTRUCTIONS TO BIDDERS

(1) Bidders are advised to examine, before submitting their bids, the location of the proposed work, as well as the specifications and form of contract. There may be changes in the specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in this contract. And no information derived from the Engineer's office will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract.

(2) Bidders may obtain copies of the specifications, blank proposal and the estimated quantities of the amount of work to be done at the Canton City Engineer's Office.

(3) Proposal must be made out upon the blank forms furnished as stated in Appendix E, sealed, and addressed to the Service Director of the City of Canton, Contract Office – 6th Floor, 218 Cleveland Avenue S.W., P.O. Box 24218, Canton, Ohio 44701-4218, Attn: Kim Harper and endorsed thereon "Proposal for the GP 1131, East Side Trail and Bridge", and must be deposited with all papers bound thereto.

(4) Contractor must comply with the requirements of the Project Labor Agreement contained in the Appendices of this book. The bid will be rejected if LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT (Page 21) of the document is not signed.

(5) A proper and complete bid must be made for every item in the proposed contract, as shown by the Engineer's estimate, except where alternate bids are called on several items, but he must bid upon sufficient number of items to make a proper and complete bid on all the work. Any bid which is not a proper and complete bid or which contains bids on items not specified will be considered informal.

(6) Any bidder may withdraw the bid(s), by written request, at any time prior to the hour set for the bid opening.

If there is no withdrawal of the bid(s), in accordance with the above procedure, the City reserves the right to enforce said bid price(s) and/or contract.

Please note that by submitting your bid(s) to the City of Canton, the City assumes that said bid(s) has been reviewed by an authorized representative of your company to assure that the bid(s) is/are correct and/or accurate.

(7) No contract will be awarded to any bidder who is in arrears to the City of Canton upon debt or contract, or who is a defaulter as surety or otherwise upon any obligation to said City.

(8) Failure to have performed satisfactorily any contract previously awarded to the bidder by the City will be sufficient reason for rejection of his bid.

(9) Bidders are required to state in their proposals their names and places of residence, and the

names and places of residence of all persons interested with them, and if no other person be so interested they shall distinctly state the fact.

(10) Deleted.

(11) In case of partnership the firm name and the name of each individual partner must be written; in the case of corporations, the corporation name must be signed by some one of its officers duly authorized to do so.

(12) Each bid must be accompanied by a surety bond satisfactory to the Service Director, or a certified check in the amount stated in the advertisement, made payable to the Service Director, City of Canton, Ohio as a guarantee that if the bid be accepted, a contract will be entered into and its performance properly secured.

(13) The successful bidder, to whom the contract may be awarded, shall be required to execute the contract, and furnish a bond satisfactory to the Service Director, within ten (10) days from the date of service of notice to that effect. In case of failure to do so, he will be considered as having abandoned it, and the deposit accompanying the proposal shall thereupon be forfeited to the City of Canton, and the work may be re-advertised or awarded to the next higher bidder, as the Service Director may determine. Such bond shall be of an approved guaranty company, satisfactory to the Service Director in the sum of the total price bid for the completed work.

(14) All proposals shall be publicly opened and read immediately after the time stated in the advertisement.

(15) The proposals will be compared on the basis of the Engineer's estimate of quantity of work to be done, and materials to be furnished. They are approximate only, and the City expressly reserves the right to increase or decrease them or to omit any item, during the construction of the improvement, that the Service Director may deem advisable.

(16) The bidder must submit, at the time specified, the various samples, statements, affidavits, plans, etc., required hereunder.

(17) Additional information is included in the copy of Legal Notice, Page 1.

(18) Instructions must be adhered to; failure strictly to observe them shall constitute a sufficient cause for the rejection of a bid.

(19) The Service Director reserves the right to reject any or all bids.

GENERAL SPECIFICATIONS

(The headings of the various sections are intended for convenience in reference and not to be considered a part of the specifications.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(26) **Inspection:** No material of any kind shall be used in the work until it has been inspected

and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

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

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

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

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

(27) **Time for doing work:** The Contractor will be required to prosecute the work under this contract during daylight, and no work will be permitted at night or on Sundays, except to save life or property or in case of emergencies as authorized or directed by the City. Construction work hours shall be between 7:00 AM to 7:00 PM unless otherwise authorized by the Engineer (See also Section 60).

(28) **Working Season:** Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer

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

(30) **Order of procedure of work:** The Contractor shall proceed with the work at such points as the Engineer may direct..

Whenever, in the opinion of the City, it is necessary that certain portions of the work be done immediately, the Contractor upon written order from the Engineer shall proceed with such work

without delay. Should he fail to so proceed, the City may do, or cause to be done, such work, and the cost of the same will be deducted from any money due, or to become due the Contractor under this contract.

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

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

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

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

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

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

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

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

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

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

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

(37) Plans, profiles, and specifications: The plans, profiles and specifications are intended to

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

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

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

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

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

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

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

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

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

Canton Engineering Claims Management Policy shall be implemented for proper procedures.

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

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

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

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

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

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

(45) **Safety measures -- barricades:** The Contractor must provide and maintain barricades to properly protect persons, animals, vehicles and property against injury. He shall also provide, place and maintain sign boards, letter "CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress as may be directed by the Engineer.

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

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

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

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

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

(47) **Hauling materials on paved streets:** During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other

materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.

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

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

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

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

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

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

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

of any street.

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. Excepting from the foregoing are the public service poles which will be removed by the corporation owning the same at no expense to the Contractor. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

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

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

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

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

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

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

proceeding with the improvement.

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

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

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

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

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

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

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

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

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

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

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

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

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

The completion date for the work embraced in this contract shall be May 1st, 2011. An interim completion date of November 30, 2010 shall be enforced. This interim completion date shall include abutments and any incidental items such as, but not limited to, excavation, piling,

footings, etc.

Work is to be suspended from December 1st to April 1st. The Contractor may request in writing to perform certain operations during this period. If given permission to work, Contractor will be responsible for any cold weather premiums required such as blankets, heating, warm water, admixtures, etc. needed to complete said work. Contract calendar days for time of completion will not be accrued during this shutdown period. Conversely, additional payments or compensation will not be made to contractor for re-mobilization, equipment overhead, etc. resulting from weather-related work suspension.

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

(61) **Defaulted provisions for delay:** The Contractor guarantees that he can and will complete the work on or before the time affixed in his bid, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be defaulted in the amount of Seven Hundred Fifty Dollars (\$750.00) for each day by which the Contractor shall fail to complete the work, or any part thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

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

(63) **Measurements:** No extra or customary measurements of any kind, unless specially noted, will be allowed in measuring the work under these specifications; -- but the length, area, solid contents or number only, shall be considered as a basis for payment as hereinafter specified.

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

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

(64) **Partial payments:** The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices of the labor furnished and the materials incorporated into the project during the previous

calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

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

Partial payments to the Contractor for labor performed and materials furnished shall be made at the rate of ninety-two (92) percent of the estimate submitted by the Contractor and approved by the Engineer until the project is fifty (50) percent completed and at the rate of one hundred (100) percent of such estimates after the project is fifty (50) percent completed. **Payment will be made for materials stored.** It is understood that manufacture of the bridge structure is a large expense. The City will pay, "delivered materials" of the bridge after an estimated percent complete of the structure of the bridge is submitted. Shop drawing of the completed work shall be submitted. Inspection of completed work will be required before payment is made.

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

If the City fails to make payment within sixty (60) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the average of the prime rate established at the commercial banks in the city of over one hundred thousand population nearest the construction project, commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

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

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

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

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

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

(68) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to workmen's compensation and State insurance fund for the benefit of injured and the dependents of killed employees, and shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

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

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

number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

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

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

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

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

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

(72) **See plans for detailed specifications.**

SUPPLEMENTAL SPECIFICATIONS

(73.1) **Project Submittals:** The following listed items are the full responsibility of the (prime) Contractor, and shall be made part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. All items shall be accompanied by a typewritten letter, on Company letterhead, clearly describing what is being submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. Any and all information not clearly legible will be rejected. **All project submittals should be submitted with four copies, unless otherwise denoted.**

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

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

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

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

1. **Shop Drawings**

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.
- d) Each Shop Drawing shall be labeled with the following:
 1. Project Name
 2. General Project Number (GP 1131)
 3. Name of Contractor

4. Name of Subcontractor (if applicable)
 5. Name and Address of Supplier and/or Manufacturer
 6. Log Reference Number
 - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall have taken televised pictures of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the televising of the site. A representative of the Engineering Department shall be present when video is taken.
 - b) Video cassettes shall be equal to Scotch Videocassette T-120, cassette enclosed in vinyl plastic box. The video and audio recordings shall be compatible for replay on standard VHS video cassette recorder. DVD disks may be submitted as alternate medium with the Engineer's approval.
 - c) The video portion of the cassette shall have continuous time and date incorporated into it. Cassettes shall be numbered consecutively along the site of the work. The locations and person(s) doing the work shall also be recorded.
 - d) All cassettes shall become the property of the Engineer, and shall be submitted to and accepted in full by the Engineering Department prior to the start of construction.
3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, that shall include the following:
- a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
 - b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.
4. **Release Statement for Disposal of Excavated Materials**
- (a) The Contractor shall provide to the City a written consent statement from all property owners that may be used as landfill depositories for all surplus or unsuitable excavated material from the project site.
 - (b) The Contractor shall follow ODOT 203.05 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents.
5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic

control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.

6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.
7. **Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.
 - a) Certificates of Substantial and Final Completion
Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
 - b) Final Waiver of Lien
Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

SPECIAL PROVISIONS

(74) These Special Provisions elaborate upon, clarify and amend some of the Specifications and clauses of the Contract documents; they are a part of the Contract documents and change and amend those found elsewhere only in the manner and to the extent stated.

Federal Government Participation:

An agency of the Government may be participating financially in this project. Attention is called to the various requirements of the Federal Government in connection with this contract, all of which are contained herein, and especially to those pertaining to Labor Standards and non-discrimination in employment.

Equal employment opportunity

The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

E.E.O. Requirements:

All bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. E.E.O. Booklet and Compliance Forms will be supplied to you by the Office of Neighborhood Development of the City of Canton, the completion of which is one of the contract requirements. This form must be satisfactorily completed and reviewed, and your company must be in compliance prior to the awarding of contracts. The Board of Control will not consider any awarding of contracts until the company is fully in compliance with the requirements of Section 507.03 (b) of the Canton City Code.

Chapter 507

Equal employment opportunity in public contracts

- 507.01 Definitions.
- 507.02 Administration of program.
- 507.03 Equal employment opportunity clause.
- 507.04 Contract compliance requirements.
- 507.05 Pre-award conference.
- 507.06 Project site reports.
- 507.07 Canton Hometown Plan.
- 507.08 Construction contracts involving the Canton Hometown Plan.
- 507.09 Exemptions for contracts not involving Canton Hometown Plan.
- 507.10 Intergovernmental cooperation.
- 507.11 Severability clause.

CROSS REFERENCES

Unlawful discriminatory practices - see Ohio R. C. 4112.02

Contracts - see ADM. Ch. 105

Unlawful interest in public contract - see GEN. OFF. 525.10

507.01 Definitions.

As used in this chapter, certain terms are defined as follows:

(a) “Discriminate” and “discrimination” means to distinguish, differentiate, separate or segregate solely on the basis of race, religion, color, sex or national origin.

(b) “Contractor” means any person, partnership, corporation, association or joint venture, and includes each and every subcontractor on such a contract and every supplier of equipment or supplies.

(c) “Subcontractor” means any person, partnership, corporation, association or joint venture which supplies any of the work, labor, services, supplies, equipment, materials or any combination of the foregoing under a contract with the contractor on a public contract.

(d) “Public Contract” means any contract awarded by the City whereby the City is committed to expend or does expend its funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit or permit agreement whereby the City leases, grants or demises property of the City or otherwise grants a right or privilege to occupy or use property of the City.

(e) “Bidder” means any person, partnership, corporation, association or joint venture seeking to be awarded a public contract.

(f) “Construction contract” means any public contract for the construction, rehabilitation, alteration, conversion, extension or repair of buildings, streets or other improvements to real property. (Ord. 179-74. Passed 6-17-74.)

507.02 Administration of program.

The Executive Secretary of the City Fair Employment Practices Commission, hereinafter referred to as the Executive Secretary, with the assistance of the Director of Public Safety, shall administer and enforce the provisions of this chapter and shall adjust, promulgate and enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of this chapter. (Ord. 179-74. Passed 6-17-74.)

507.03 Equal employment opportunity clause.

(a) Except as provided in Sections 507.07 and 507.08, all public contracts hereinafter entered by the City in excess of one thousand five hundred dollars (\$1,500) shall incorporate an equal employment opportunity clause which shall read as follows:

(b) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

(2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

(3) The Contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The Contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.

(5) The Contractor shall take such action with respect to any subcontractor as the City may direct as means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

(6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.

(7) The Contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by the Contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:

A. Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor or subcontractor is in compliance with the provisions of this contract.

B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the Contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

C. Cancellation of the public contract and declaration of forfeiture of the performance bond.

D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined. (Ord. 179-74. Passed 6-17-74.)

507.04 Contract compliance requirements.

(a) All notices to prospective bidders published on behalf of the City shall include, as a part of the contract specifications, the condition that all bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the department, division or other agency letting the contract.

(b) Each bidder shall file, as part of the bid documents, contract employment reports with the City contracting agency or as may be directed by the City or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs and statistics of the Contractor and shall be in such form as the City may prescribe. (Ord. 179-74. Passed 6-17-74.)

507.05 Pre-award conference.

Following receipt and review of the employment information submitted by the bidders and prior to the award of a contract, the apparent successful bidder and his known major subcontractors shall be required to attend a pre-award conference if called by the Executive Secretary, at which time such bidder and major subcontractors shall submit affirmative action programs to promote equal opportunity in employment. The Executive Secretary shall determine whether or not the apparent successful bidder has complied with this chapter and shall submit his determination and recommendation thereon to the Mayor, the director of the department or division involved and the Board of Control. In the event that a contractor did not comply under the terms of this chapter, he shall be afforded a hearing before the Mayor, the City Solicitor and the President of Council within ten days from the date that such contractor is notified of his noncompliance. (Ord. 179-74. Passed 6-17-74.)

507.06 Project site reports.

Subject to Sections 507.07 and 507.08, where a construction contract exceeds ten thousand

dollars (\$10,000), a project site report shall be completed and submitted by the Contractor and any subcontractor not more than ninety days from the beginning of work on the site. Such project site report shall include such information as to the employment practices and statistics of the Contractor and each subcontractor and shall be in such form as the Executive Secretary may prescribe. Where the term of the contract exceeds ninety days, such project site report shall be submitted once every ninety days or more frequently if the Executive Secretary determines that such submittal is deemed necessary for continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the Contractor for transmittal to the City. Post award reports shall be reviewed as one means of determining contract compliance. (Ord. 179-74. Passed 6-17-74.)

507.07 Canton Hometown Plan.

The Canton Hometown Plan which is composed of the East Ohio Building and Construction Trades Council, a coalition of employer associations consisting of the Ohio Contractors Association of East Central Ohio, other employers' groups and the Black Coalition of Canton is hereby adopted by reference and made a part hereof as though fully rewritten herein. (Ord. 179-74. Passed 6-17-74.)

507.08 Construction contracts involving the Canton Hometown Plan.

All construction contracts hereinafter entered by the City in excess of one thousand five hundred dollars (\$1,500) which involve contractors who are signatories and in compliance of the Canton Hometown Plan shall not be governed by the equal employment opportunity clause herein, but shall comply with the requirements and terms of the Canton Hometown Plan, providing the Canton Hometown Plan:

- (a) Is in full force and effect at the time of the contract;
- (b) Is approved by the proper Federal and/or State authorities; and
- (c) Through its administrative or executive committee on a regular basis beginning on September 1, 1974, files quarterly reports with the Executive Secretary.

In the event one or more of the conditions enumerated in subsections (a), (b) and (c) hereof are not in effect, or a contractor is not a signatory of the Canton Hometown Plan and in compliance herewith, at the time the construction contract is entered with the City as herein provided, such construction contracts shall be governed by the equal opportunity clause herein. (Ord. 179-74. Passed 6-17-74.)

507.09 Exemptions for contracts not involving Canton Hometown Plan.

All construction contract hereinafter entered by the City in excess of one thousand five hundred dollars (\$1,500), which involve contractors who are not signatories of the Canton Hometown Plan and have in their employ four or less persons, shall be exempted from the application of the equal employment opportunity clause provided herein. (Ord. 179-74. Passed 6-17-74.)

507.10 Intergovernmental cooperation.

In the event specific discriminatory practices are found to exist in the administration and enforcement of this chapter, in addition to the sanctions that may be imposed as provided by the terms of the contract, the City may forward all pertinent information to the appropriate Federal and State agencies. (Ord. 179-74. Passed 6-17-74.)

507.11 Severability clause.

Sections 507.01 through 507.10, inclusive, and each part of such sections are hereby declared to be independent sections and parts of sections; and notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of such sections or the application thereof to any person or circumstance is held invalid, the remaining sections or parts of sections and the application of such provision to any person or circumstances, other than those as to which it is held invalid, shall not be affected thereby. It is hereby declared that this chapter would have been passed independently of such sections, or parts of a section, so held to be invalid. (Ord. 179-74. Passed 6-17-74.)

NOTICE OF FACTORS TO BE CONSIDERED IN DETERMINING
THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF PUBLIC
IMPROVEMENTS AND QUESTIONNAIRE IN ACCORDANCE WITH
CANTON ORDINANCE 105.01

NOTICE

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 105.01 (b) (1) through (21), a copy of which is included in these specifications.

QUESTIONNAIRE

In accordance with Canton Ordinance 105.01, each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder in letter format or by separate attachment to this bid form. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe in detail the bidder's familiarity and experience with constructing the type of public improvement for which the bidder is submitting its bid. Along with this description, please provide a list of similar projects completed during the previous thirty-six (36) months, including the contract values, the names and telephone numbers of the owners and/or contact persons involved.
2. Please answer the following with reference to the projects listed in your answer to question No. 1: (a) the original contract price for each construction job undertaken by the bidder; (b) the amount of any change orders or costs overruns on each job; and (c) the reasons for the change orders or cost overruns.
3. Please describe in detail the bidder's performance record for timely completion on those construction projects listed in response to question 1.
4. Indicate the number of years the bidder has been actively engaged as a contractor in the construction industry.
5. Please state whether the bidder will be able to secure an acceptable performance bond.

If the response to the preceding question is in the affirmative, please submit an affidavit in accordance with the "Performance Bond Affidavit", attached hereto as Exhibit "A".

6. Please state whether any claims have been made against performance bonds secured by the bidder on other construction projects.

If the answer to the above question is in the affirmative, please state, (a) the name of the owner(s) involved in and date of said claim(s); (b) the name of the party making said claim(s); (c) the nature of said claim(s); and (d) the amount of the claim(s) made.

7. Please identify the bidder's permanent work force that will be employed on this public contract. Please identify: (a) the number of employees (or contract labor) to be assigned to the contract; (b) their city and state of residence; (c) their job descriptions or trade specialties; (d) their years of experience; and (e) the length of service of employment with your company.

8. Please identify any temporary work force that will be employed on the public contract. Please identify: (a) the number of employees (or contract labor) to be assigned to the contract; (b) their city and state of residence; and (c) and their job descriptions or trade specialties; (d) their years of experience; and (e) the length of service of employment with your company.

9. Please indicate the number of local employees, as defined by Canton City Ordinance 105.01(a)(3) (see attached), and their job descriptions or trade specialties that the bidder will employ on this public contract.

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

11. In lieu of responding to questions 7 through 10, the bidder may complete and execute the affidavit, attached hereto as Exhibit "B", stating that he will employ all local labor on this public contract.

12. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor and if so, the length of time that the bidder has so participated.

13. Please describe whether the bidder has been notified of or cited for noncompliance with the unemployment and worker's compensation laws of Ohio.

14. Please describe whether the bidder has been notified of or cited for noncompliance with the federal and state prevailing wage laws.

15. Please describe whether the bidder has been notified of or cited for noncompliance with the Fair Labor Standards Act.

PERFORMANCE BOND AFFIDAVIT

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

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

The Performance Bond affidavit shall be notarized.

AFFIDAVIT

Now comes _____, the duly authorized representative of _____ (name of company), a bidder on City Project _____ (identify the Project Name) and hereby deposes and states under oath that the _____ (name of Bidder's Company) shall employ all local labor for all work to be performed on City Project _____ in the event said bidder is awarded the Contract for said Project.

Authorized Signature of Company

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

- (2) "Public Improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works and all other structures or works constructed by the City or by any person or entity, who, pursuant to a contract with the City, constructs any public improvement for the City.
- (3) "Local Employee" means:
 - (i) A person residing within the City of Canton or Stark County;
 - (ii) A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
 - (iii) Due to the specialty nature of the employment to be performed, where a suitable person meeting either (i) or (ii) above is not available, a person residing or working within a location as close to Canton as is available. A suitable person means a person who is qualified to perform the work or trainable within a reasonable period of time.

(b) In addition to the dollar amount of the bid and any other factors made relevant by Chapter 105, the City, in determining the lowest and best bid for any public contract, as defined herein, shall consider and apply the following factors:

- (1) The work, supplies and materials covered by the bidder's bid.
- (2) The bidder's familiarity and experience with constructing the public improvement for which a bid has been submitted.
- (3) The bidder's performance record on similar construction projects.
- (4) The number of years the bidder has been actively engaged as a contractor in the construction industry.
- (5) The bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job and the reasons for the change orders or cost overruns.
- (6) The bidder's record for complying with and meeting completion deadlines on construction projects.
- (7) The bidder's ability to secure an acceptable performance bond.
- (8) Whether any claims have been made against performance bonds secured by the bidder on other construction projects.

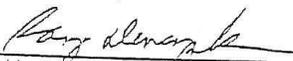
- (9) The experience of the bidder's work force.
- (10) The continuity of the bidder's work force.
- (11) The identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their City and State of residence, and their job descriptions or trade specialties.
- (12) The identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their City and State of residence, and their job descriptions or trade specialties.
- (13) The number of local employees, as defined in paragraph (a)(3), and their job descriptions or trade specialties that the bidder will employ on the public contract.
- (14) When a bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, the reasons therefore.
- (15) When a bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, the reasons therefore.
- (16) In lieu of responses to items (11) - (15), an affidavit of the bidder that he will employ all local labor on the public contract.
- (17) Whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
- (18) The length of time that the bidder has been a participant in a bona fide apprenticeship program.
- (19) The bidder's compliance record with unemployment and workers' compensation laws.
- (20) The bidder's compliance record with federal and state prevailing wage laws.
- (21) The bidder's compliance record with the Fair Labor Standards Act.

(c) Each factor enumerated in subsection (b), standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the lowest and best bid and in awarding the public contract.

(d) All bid invitations and specifications for construction, repair and renovation work shall advise prospective bidders of all of the factors that will be taken into consideration by the Board of Control in determining whether a bid is not only the lowest but the best bid. Bid specifications shall contain provisions conforming to Chapter 105 of this Ordinance, including a form or forms to enable a bidder to provide evidence to the Board of Control of the bidder's compliance with, adherence to, or satisfaction of, the various factors that shall be considered by the Board in determining the lowest and best bid.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Canton; the emergency being to avoid unnecessary time delay in the implementation of the foregoing section, in order to more efficiently administer the contracting process. And provided it receives the affirmative vote of two-thirds of the elected and/or appointed members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

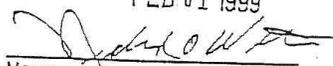
PASSED: FEB 01 1999


President of Council

ATTEST: FEB 01 1999


Clerk of Council

APPROVED: FEB 01 1999


Mayor

JM/jc
4/23/09
1221

By: Joe Carbenia, Ward 9 Councilmember ② 1st Reading 4/27/09

Referred to CLERK & JUD

Donald E. Cason

① 2nd Reading 5/11/09

③ 3rd Reading 5/18/09

PASSED: 5/18/09

Bill Bill
May 16 2009

Recorded in Volume _____, Page rec'd 5/11/09 6:42 PM Pod

****AMENDED**

ORDINANCE NO. 86/2009

AN ORDINANCE AMENDING CHAPTER 105, CONTRACTS, OF TITLE ONE - GENERAL PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY OF CANTON

WHEREAS, throughout the United States, private and public construction users have regularly utilized and required project labor agreements to establish uniform terms and conditions of employment for contractors and craft construction employees; and, project labor agreements have been shown to provide an effective mechanism for overall construction project staffing, planning and labor stability on job sites; and

WHEREAS, uniformity of terms and conditions and efficient administration of public works is especially needed given the current levels of unemployment generally, and more profoundly in the construction industry; and

WHEREAS, the City has determined that the continued growth and health of the construction industry in the city of Canton and Stark County is vital to the growth and stability of the general economy of the city of Canton; and

WHEREAS, project labor agreements are legal under federal and Ohio law, have been successfully utilized on a large number of major public improvement projects throughout the United States, and neither union nor non-union contractors and employees are precluded from competitively bidding or working under project labor agreements; and

WHEREAS, in order to provide for project labor agreements with the East Central Ohio Building and Construction Trades Council, AFL-CIO and its affiliated local unions for construction projects undertaken by the city of Canton, amendments are required to Chapter 105, Contracts, of the Codified Ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.01, Procedures to Determine Lowest and Best Bid for Construction of Public Improvements, of the Codified Ordinances is amended to read as follows:

105.01 CONSTRUCTION CONTRACTS.

(a) Definitions.

For purposes of this chapter, the following definitions shall apply:

(1) "Public Contract" or "Construction Project" means either of the following:

****AMENDED** A. Any new construction of any public improvement, the total overall project cost of which is estimated to be more than ~~\$50,000.00~~ **\$100,000.00** and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034; or

B. Any construction, reconstruction, improvement, enlargement, renovation, alteration, repair, painting or decorating of any public improvement, which is estimated to be more than \$20,000.00 and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034.

(2) "Public improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works and all other structures or works constructed by the City or by any person or entity, who, pursuant to a contract with the City, constructs any public improvement for the City. A public improvement shall be considered as one project where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the project, evidences the undertaking of a single public improvement pursuant to Ohio R.C. 4115.033 and O.A.C. 4101:9-4-17.

(3) "Local employee" means:

A. A person residing within the City of Canton or Stark County;

- B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
- C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection (a)(3)A. or B. hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.

(b) Project Labor Agreements.

- (1) In connection with the public bidding and contract awarding process for every proposed public contract or construction project, the Mayor, or his designee, shall evaluate whether a project labor agreement will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters.
- (2) If the Mayor, or his designee, determines that a project labor agreement will serve the goals set forth above, the Mayor, or his designee, shall negotiate a project labor agreement with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor.
- (3) The bidding documents for each such construction project shall contain a written provision requiring the successful bidder to comply with and adhere to all of the provisions of any project labor agreement negotiated by the Mayor for the project.
- (4) The City shall not thereafter enter into any contract with the successful bidder for the construction of any such city building unless the contract contains a provision requiring the successful bidder, and all of the bidder's contractors and subcontractors, to comply with and adhere to the provisions of the negotiated project labor agreement.
- (5) If the Mayor, or his designee, with respect to any proposed construction project, determines that a project labor agreement will not serve the goals set forth in subsection (b)(1), the Mayor shall submit a written report to the Clerk of Council that shall state the reasons for concluding that a project labor agreement for the project will not substantially further the purposes of this section.

(c) Bids and Required Bidder Information.

Upon Council approval, the Director of Public Service and/or Director of Public Safety shall advertise and accept bids for a construction project in accordance with the following procedures:

- (1) Contracts shall be bid as follows:
 - A. An aggregate bid from a general contractor; or
 - B. Separate bids for work and materials from multiple prime contractors.
- (2) Bidders for all proposed construction projects shall be required to furnish the following information:
 - A. The work, supplies and materials covered by the bidder's bid.
 - B. Identification of all work to be subcontracted. All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.
 - C. Descriptions of bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
 - D. Documentation from previous similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, history of claims for extra work, contract defaults, together with explanations of the same.
 - E. The number of years the bidder has been actively engaged as a contractor in the construction industry.
 - F. The bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
 - G. Identification of any projects within the previous five years that the bidder was determined by a public entity not to be a

responsible bidder, the reasons given by the public entity, together with an explanation thereof.

- H. Demonstration of financial responsibility to assure that the bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- I. Disclosure of any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed profession.
- J. Disclosure of any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
- K. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
- L. Disclosure of any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
- M. Disclosure of allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
- N. Disclosure of violations of the workers compensation law.
- O. Disclosure of any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.

- P. Disclosure of any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- Q. Documentation that the bidder provides health insurance and pension benefits to its employees.
- R. The experience and the continuity of the bidder's work force.
- S. The identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- T. The identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- U. Whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3), and their job descriptions or trade specialties that the bidder will employ on the public contract.
- V. When a bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, the reasons therefor.
- W. When a bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, the reasons therefor.
- X. Whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
- Y. Whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
- Z. Whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

(d) Each factor enumerated in subsection (c)(2), standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon any one or more of the factors enumerated and in determining the lowest and best bid and in awarding the construction contract.

(e) All bid invitations and specifications for construction, repair and renovation work shall advise prospective bidders of all of the factors that will be taken into consideration by the Board of Control in determining whether a bid is not only the lowest but the "best" bid. Bid specifications shall contain provisions conforming to this chapter, including a form or forms to enable a bidder to provide evidence to the Board of Control of the bidder's compliance with, adherence to, or satisfaction of, the various factors that shall be considered by the Board in determining the lowest and best bid.

Section 2. Section 105.08, Capital Improvement Projects, of the Codified Ordinances is repealed.

Section 3. Paragraph (a) to Section 105.12, Local Bidder Preference, of the Codified Ordinances is amended to read as follows:

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 5. This ordinance shall take effect from and after the earliest period allowed by law.

PASSED: *May 18, 2009*



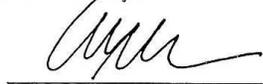
President of Council Pro Tem

ATTEST: *May 18, 2009*

APPROVED:



Clerk of Council



Mayor Pro Tem

TMB/car
5/6/97
2155

By: Thomas M. Bernabei, Law Director
RDL by JF - 5/19/97

① 1st Reading MAY 12 1997

Referred to Jurisdiction

① 2nd Reading JUN 02 1997

3rd Reading JUN 02 1997

PASSED: JUN 02 1997

Margaret D. Miller
[Signature]
[Signature]
[Signature]
[Signature]

Recorded in Volume _____, Page REC'D 5-30-97 8:00 A.M. RW

ORDINANCE NO. 112/97

AN ORDINANCE AMENDING SECTION 105.12,
LOCAL PREFERENCE, AND SECTION 181.09,
INVESTIGATIONS; INFORMATION
CONFIDENTIAL; PENALTY FOR DIVULGENCE;
RECORDS TO BE KEPT FOR FIVE YEARS, OF
THE CODIFIED ORDINANCE OF THE CITY OF
CANTON

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO,
THAT:

Section 1. Section 105.12, Local Preference, of the Codified Ordinances of the City
of Canton, be and the same is hereby amended to read as follows:

① 105.12 LOCAL BIDDER PREFERENCE.

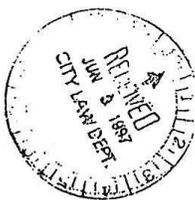
(a) The Board of Control, in determining the lowest and best bidder
in the award of contracts, is authorized to award contracts to local bidders as
hereinafter defined, whose bid is not more than ten percent (10%) higher,
subject to a maximum amount of ~~\$10,000.00~~, than the low dollar bid submitted
by non-local bidders. The Board of Control's decision in making such an award
shall be final.

*Per Ord. 86/2009,
the amount of
~~\$10,000.00~~ has
been increased
to \$100,000.00.

(b) For purposes of this section, "local bidder" means an individual or
business entity which at the time of the award of the contract: (i) is a resident
of the City and/or has its principal place of business in the City; and (ii) which
has filed a City of Canton "Resident" Income Tax Return for the past two (2) tax
years.

(c) All contract specifications and/or bid documents that are
distributed by Canton for the purpose of soliciting bids for goods and/or services
shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in
determining the lowest and best bidder in the award of this
contract, may award a local bidder preference to any qualified
bidder pursuant to Section 105.12 of the Codified Ordinances of
the City of Canton. The determination of whether a bidder
qualifies for the local preference shall be made by Board of
Control. The Board's decision shall be final. A copy of City Code
Section 105.12 is attached.



(d) This section shall be applicable to all contracts for the purchase
of material, equipment, supplies or services, which are purchased, leased or
constructed at a cost in excess of ~~\$10,000.00~~ and which require bidding \$100,000.00
pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 112-97. Passed 6-2-97; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.13 STATE COOPERATIVE PURCHASING WITH ODOT.

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93. Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section. (Ord. 52-99. Passed 3-29-99.)

105.14 CHANGE ORDERS TO CONTRACTS.

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

- (1) Ten percent (10%) of the total authorized original contract price; or
- (2) \$100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance. (Ord. 31-2000. Passed 2-14-00.)

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL CONDITIONS/CANTON INCOME TAX

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances of the City of Canton for wages, salaries, fee and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for service performed under this contract.

Furthermore, any person, firm or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to the City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department, (330) 430-7900.

GENERAL CONDITIONS/MATERIALS, LABOR AND PREFERENCES

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

- | | | |
|----|----------------|--|
| 1. | Section 105.01 | Local labor required, exceptions: |
| 2. | Section 105.03 | U.S. steel usage required; exceptions. |
| 3. | Section 105.05 | Materials to be purchased locally. |
| 4. | Section 105.12 | Local preference |

Copies of the text of the above-noted Ordinance Sections are attached to these documents for bidders' review and compliance.

CHAPTER 105
Contracts

105.01	Local labor required; exceptions.	105.08	Capital improvement projects.
105.02	Conformance with local union practices. (Repealed)	105.09	Notice and bidding required.
105.03	U.S. steel usage required; exception.	105.10	Professional or personal service contracts.
105.04	Emergency contractual procedures.	105.11	State cooperative purchasing with Administrative Services.
105.05	Materials to be purchased locally.	105.12	Local preference.
105.06	Minority contract provision.	105.13	State cooperative purchasing with ODOT.
105.07	Grant and loan applicant requirements.		

CROSS REFERENCES

Power of Council - see Ohio R.C. 731.05
 Board of Control approval - see Ohio R.C. 733.21 et seq.
 Contract interest - see Ohio R.C. 735.09, 737.03
 Unlawful interest in contract - see GEN. OFF. 525.10
 Required City income tax provision - see ADM. 181.03(b)

~~105.01 LOCAL LABOR REQUIRED; EXCEPTIONS.~~

~~On any construction project funded in whole or in part by the City, or in whole or in part with State or Federal funds, the construction work on such project shall be performed by contractors who shall employ local construction workers. If local construction workers are not available or qualified, or cannot be trained for such construction project, construction workers from other areas may be utilized. Contractors awarded construction contracts shall, upon the request of the City, verify the use of local construction workers or that local construction workers are not available, qualified or trainable for such construction project. This section shall apply only to contracts awarded by the Board of Control. This section shall be included in and made a part of all contracts awarded by the Board of Control involving construction projects. (Ord. 99-89. Passed 3-22-89.)~~

~~105.02 CONFORMANCE WITH LOCAL UNION PRACTICES.~~

~~(EDITOR'S NOTE: This section was repealed by Ordinance 99-89, passed May 22, 1989.)~~

~~105.03 U.S. STEEL USAGE REQUIRED; EXCEPTION.~~

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

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council.
(Res. 76-76, Passed 3-1-76.)

105.05 MATERIALS TO BE PURCHASED LOCALLY.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area. (Res. 49-77, Passed 2-7-77.)

105.06 MINORITY CONTRACT PROVISION.

All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$ _____ of the Contract in the event the contract is awarded to such bidder for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a bona fide business at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of the preceding sentence, "minority group members" means citizens of the United States who are either Negroes, Spanish-speaking, Orientals, American Indians, Eskimos, Aluts or female. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

(Ord. 331-80, Passed 11-10-80.)

2155

By: Thomas M. Bernabei, Law Director
RDC by *MF* - 5/19/97

② 1st Reading MAY 12 1997

Referred to Justice

① 2nd Reading JUN 02 1997

3rd Reading JUN 02 1997

PASSED: JUN 02 1997

Manfred P. Dillio
James J. ...
Joseph J. ...
William J. ...

Recorded in Volume _____ Page _____ REC'D 5-30-97 8:00 A.M. *FW*

ORDINANCE NO. 112/97

AN ORDINANCE AMENDING SECTION 105.12, LOCAL PREFERENCE, AND SECTION 181.09, INVESTIGATIONS; INFORMATION CONFIDENTIAL; PENALTY FOR DIVULGENCE; RECORDS TO BE KEPT FOR FIVE YEARS, OF THE CODIFIED ORDINANCE OF THE CITY OF CANTON

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.12, Local Preference, of the Codified Ordinances of the City of Canton, be and the same is hereby amended to read as follows:

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of \$10,000.00, than the low dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract: (i) is a resident of the City and/or has its principal place of business in the City; and (ii) which has filed a City of Canton "Resident" Income Tax Return for the past two (2) tax years.

(c) All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of \$10,000.00 and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.



ADDITIONAL REQUIREMENTS AND/OR CONDITIONS

- A. Notwithstanding any provision to the contrary, this Agreement shall be governed by Ohio Law.
- B. Supplier agrees that Canton's specifications and bid documents shall be incorporated and made a part of any subsequent contract entered by the parties. Further, the terms, conditions and provisions found in Canton's specifications and bid documents shall supersede and control any subsequent contract provision to the contrary.
- C. Once a contract has been fully executed by both parties, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Supplier shall not assign or transfer any interest under this Agreement without the express written consent of Canton.
- E. Supplier agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against any and all demands, claims, causes of action, or judgments arising from any injury or death to persons or damage to property as a result of any act or omission by Supplier, its agents, employees or subcontractors. Nothing herein shall be construed to hold Supplier liable for Canton's negligence.
- F. Supplier's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Supplier's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract, or in the exercise by either party of any right under the contract, shall not be construed as a waiver.
- H. When it appears to the contractor during the course of construction that any work does not conform to the provisions of the contract documents it will make necessary corrections so that such work will conform, and in addition, will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor, appearing with one year from the date of issuance of a certificate of substantial completion or within such longer periods as may be prescribed by law or as may be provided for by applicable special guarantees or warranties in the contract documents.

NOTICE OF WITHDRAWAL

PLEASE NOTE THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY ASSUMES THAT SAID BID(S) HAS/HAVE BEEN REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME PRIOR TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF THE BID(S), IN ACCORDANCE WITH THE ABOVE PROCEDURE, THE CITY RESERVES THE RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

BIDDER INFORMATION

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

a. Name of Bidder _____

b. Business Address _____

City State Zip

c. Business Telephone Number () _____

d. Person, address, and telephone to whom official notices are to be sent _____

e. Person, address and telephone for further information regarding this proposal _____

f. State(s) of incorporation (w/dates of incorporation) _____

g. Principal place of business _____

h. Working days necessary to complete project _____ days

i. Federal I.D. Number # _____

j. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

2. Form of Business Organization.

_____ Corporation

_____ Partnership

_____ Other _____

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

Signed this _____ day of _____, 20 _____.

Contractor

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

PLEASE NOTE

IF YOUR BUSINESS IS INCORPORATED, YOU ARE REQUIRED TO SUBMIT A COPY OF YOUR CORPORATE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER. THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

LISTING OF SUBCONTRACTORS

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

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

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

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

CERTIFICATION

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

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

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

_____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of

_____, 20 _____

(Notary Public)

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
 In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME	FIRST NAME	MI
HOME ADDRESS		
CITY	STATE	ZIP
HOME PHONE ()		WORK PHONE ()
		COUNTY

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME	FIRST NAME	MI
BUSINESS/ORGANIZATION NAME		PHONE ()
BUSINESS ADDRESS		
CITY	STATE	ZIP
		COUNTY

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

APPLICANT SIGNATURE

DATE

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of July 20, 2006

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KKG, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLF)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

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U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAl)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate EdDaawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

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11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
American Friends of the United Yeshiva (Kahane Chai and Kach)
American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

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APPENDIX

A

Prevailing Wages

This project will utilize Ohio Prevailing Wage Rates.

APPENDIX A

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of the _____
(Company Name)

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

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

are in compliance with Federal prevailing wage requirements.

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

(Signature of Officer or Agent)

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

(Notary Public)

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

APPENDIX

B

Minority Contract Provisions

APPENDIX B

SECTION 105.06 - MINORITY CONTRACT PROVISIONS; MINORITY ENTERPRISE UTILIZATION COMMITMENT;

A) The Bidder agrees to expend at least \$ _____ of the Contract if awarded for minority business enterprises. For purposes of this pledge, the term “minority business enterprise” means a business at least 50 percent of which is owned by minority group members, or in case of publicly owned business, at least 51 per cent of the stock of which is owned by minority group members. For the purposes of the preceding sentence, minority members are citizens of the United States who are Negroes, Spanish-Speaking, Orientals, American Indians, Eskimos, Aleuts, and *Females. Minority business enterprises may be employed as construction sub-contractors or as vendors or suppliers. The Bidder must indicate the minority business enterprise it intends to utilize in this document as follows:

<u>Name/Address of Minority Firm</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: _____ Total _____

Percentage of Minority Enterprise Participation: _____ %

* Females - Businesses which are at least 51 per cent owned by a female, whose managements and daily business operations are controlled by this female; and the female must have working knowledge and/or skills in the services or general types of construction performed by this business.

B) The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.

C) It is the goal of the City that at least 10 percent (10%) of the total of all contracts be expended for a bona fide minority business enterprise.

D) If the 10 percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation by the Service Director. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform sub-contracts or furnish supplies) are unavailable in the market area of the project to enable meeting the 10 percent (10%) minority business enterprise goal.

E) Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a “best effort” approach can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made “best effort” to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.

F) In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of the commitment constitutes breach of the Bidder’s contract, if awarded.

G) For information regarding the City’s Minority Business Enterprise Utilization Requirement, please contact the City of Canton’s Compliance Office.

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

Name/Title of Authorized Officer

Signature of Authorized Officer

Date

The additional bid requirements are as a result of legislation passed by City Council and are incorporated within the City Code and/or Codified Ordinances of the City of Canton. Detailed copies of these code requirements are available within the City Law Department, 7th Floor, City Hall.

PROJECT: 2010 E. Side Trail Bridge, G.P. 1131

LETTER OF ASSURANCE

The _____ company hereby certifies that they will comply with the required goals and timetables pertaining to minority and female participation in all trades. The _____ company agrees to comply with the required 10% minority participation goal.

All bidders, contractors and subcontractors to perform work on _____ are subject to the above stated requirements and agree to comply with all local, state and Federal EEO, MBE, and labor requirements applicable to this project and further agree to complete and/or submit all necessary documents to the City of Canton's Compliance Office prior to the awarding of any contract for this project.

The _____ company also agrees to expend at least 10% of the dollar amount of any contract awarded for this project to Minority Business Enterprises.

Failure to submit this letter of assurance will make the bidder's bid non-valid and failure to comply with the applicable local, state and Federal EEO, MBE and labor requirements are basis for termination of any contract awarded for this project.

Company or Partnership

Federal ID #

President or Other Official Title

Telephone #

Date

(Seal)
Subscribed and sworn to before me, this _____ day of _____, 20 _____.

Notary Public in and for the County of _____, State of _____.
My commission expires on the _____ day of _____, 20 _____.

TO BE FILLED OUT WITH BID

APPENDIX

C

Bidder and Contractor Employment Practices Report

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator
218 Cleveland Avenue SW
Canton, Ohio 44702

I. INSTRUCTIONS

- A. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT: This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- B. CONTRACTOR AND BIDDER PERFORMANCE: Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS <input type="checkbox"/> a. Prime Contractor <input type="checkbox"/> b. Prime Subcontractor <input type="checkbox"/> c. Supplier <input type="checkbox"/> d. Other (Specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER
4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER
5. CONTRACTING CITY AGENCY (OR AGENCIES)
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE DATE

EVALUATION (level blank)

Compliance

Non-Compliance

Follow-up _____

III. POLICIES AND PRACTICES

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

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees d. All relevant employee organizations including labor unions b. All recruitment sources c. All subcontractors	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education c. tests b. experience d. arrest records	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES								
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE				
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic	
Officials, Mgrs and Supervisors												
Professionals												
Technicians												
Part-Time Seasonal												
Office and Clerical												
Craftsmen (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employment from previous report (if any)												

REMARKS Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

V. ADDITIONAL INFORMATION (OPTIONAL)

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

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes draftsmen, engineering aids, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and salesmen, insurance agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-Skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require no independent judgement. Includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers - Workers in both protective and nonprotective service occupations. Includes attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen, and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with federal or State agency.

APPENDIX

D

EEO Compliance

EEO
POLICY STATEMENT

THE CITY OF CANTON, OHIO IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS REQUIRE EACH EMPLOYER, CONTRACTOR, AND MATERIAL SUPPLIERS WORKING CITY PROJECTS TO BE SIGNATURES OF THE FOLLOWING STATEMENTS:

1. IT IS THE POLICY OF _____ THAT EQUAL EMPLOYMENT OPPORTUNITY BE AFORDED TO ALL QUALIFIED PERSONS WITHOUT REGARD TO RACE, RELIGION, SEX OR NATIONAL ORIGIN.
2. IN SUPPORT OF THIS DOCUMENT _____ WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORGIN.
3. THE _____ WILL TAKE AFFIRMATIVE ACTION TO INSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR SEX OR NATIONAL ORIGIN. SUCH ACTION WILL INCLUDE BUT NOT BE LIMITED TO:
RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.
4. THE OF _____ WILL MAKE EVERY EFFORT TO COMPLY WITH MINORITY UTILIZATION GOALS AS FOLLOWS: (9%) NINE PERCENT MINORITIES IN WORKFORCE ON THIS JOB, (6.9%) SIX POINT NINE PERCENT FEMALE UTILIZATION ON THIS JOB, (10%) TEN PERCENT OF CONTRACT AMOUNT EXPENDED WITH MINORITY BUSINESS ENTERPRISES.
5. THE OF _____ SHALL REQUIRE EACH SUB-CONTRACTOR WE HIRE ON THIS PROJECT TO ADHERE TO, SIGN, AND RETURN THIS STATEMENT TO THE CITY.

(Date)

(Name of Company)

(Signature and Title of Company Officer)

APPENDIX
E
Project Utility Note

While this note has been provided by the City to assist the contractor with utility coordination, it is the sole responsibility of the contractor to coordinate and insure the relocation of modifications to all utilities. The City is not responsible for any cost associated with the non-timely relocation or delays caused by utility work or the cost of the relocation work itself.

Project Utility Note: There are no known subsurface or aerial utility relocations due to conflicts with this project.

Electric Utilites – No issues.

Telephone Utilities – No issues.

Cable Utilities – No issues.

Natural Gas Utilities – No issues.

Sanitary – No known issues. However, contractor should notice a sanitary run parallels the project on the east side.

APPENDIX

F

Project Labor Agreement (PLA)

PROJECT LABOR AGREEMENT

(MARTINDALE BRIDGE PROJECT)

Entered Into Between

and

and
EAST CENTRAL OHIO BUILDING AND CONSTRUCTION
TRADES COUNCIL AFL-CIO
and
SIGNATORY LOCAL UNIONS

Effective

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ARTICLE I

INTENT AND DURATION

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

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

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

ARTICLE II

PURPOSE

Section 1. Purpose. The parties to this Agreement understand and acknowledge the fact that the timely construction of the Project is critical to the enhancement of the image and economic development of the City of Canton. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an on-time completion of the Project.

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the Owner has a critical need for timely completion of the Project. Timely completion of the Project without interruption or delay is therefore vital. The parties understand and agree that timely completion of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of the City of Canton. Contractors agree not to engage in any lockouts.

ARTICLE III

BENEFITS OF THE AGREEMENT

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

- A. ensuring the long term success of and continued growth of the City of Canton;
- B. avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- C. standardizing terms and conditions governing the employment of labor on the Project;
- D. permitting flexibility in work scheduling and shift hours and times;
- (e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
 1. providing comprehensive and standardized mechanisms for the settlement of work disputes;
 2. ensuring a reliable source of skilled and experienced labor; and

3. furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry.

ARTICLE IV

SCOPE OF AGREEMENT

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

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

- A. Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- B. Equipment and machinery owned or controlled and operated by the Owner.
- C. All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).
- D. All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.
- E. Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- F. Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- G. Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- H. Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- I. All work done by employees of any State agency, authority or entity or employees of any municipality or other public employer.

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

Section 3. Contract Award and Consent to Agreement.

- A. The Owner, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any Agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.
- B. All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement, on or after the effective date of this Agreement, shall also be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be immediately provided to the Union upon execution.

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

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement, the Agreement will utilize the local area collective bargaining agreements of signatory locals as a reference to define the signatory local unions' craft jurisdiction. Again, jurisdictional disputes shall be settled in accordance with Article VIII.

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

Section 7. Security. All employees covered by this Agreement in the employ of the Contractors shall remain members in the applicable signatory Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the applicable signatory Union seven (7) days after the date of their employment and shall remain members of the Union during the term of this Agreement. (This clause shall be

applied to the extent permitted by law). A Contractor shall not discharge any employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

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

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

ARTICLE V

LABOR/MANAGEMENT COOPERATION

JOINT ADMINISTRATIVE COMMITTEE

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

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

ARTICLE VI

UNION RECOGNITION AND EMPLOYMENT

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

Section 2. Contractor's Right of Selection. Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall

have the sole responsibility for selecting employees to be laid off. To the extent any training or vendor education is required to fill any position, said training shall be undertaken at no cost or expense to Owner.

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

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

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

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

ARTICLE VII

GRIEVANCE ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE IX

MANAGEMENT'S RIGHTS

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

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

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

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

ARTICLE X

WORK STOPPAGES

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The Unions signatory hereto, and each of their members, agree not to initiate, authorize, sanction, participate in, condone, or permit their members to engage in any such activity. Failure of any Union or employee covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site, is a violation of this Article. The signatory Union shall be responsible for any action of its members which violates this section, and its members shall be subject to discipline up to and including discharge for violation of the provisions of this Article.

Section 2. Union Responsibilities. The Union shall not sanction, aid or abet, encourage or condone any conduct or activity in violation of this Article, and shall undertake all means to prevent or to terminate any such conduct immediately.

ARTICLE XI

WAGES AND BENEFITS

Section 1. Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid 100% of the wages and 100% of the benefits as established in the respective Craft's Collective Bargaining Agreement and any subsequent modifications thereto. The Contractor, upon request, shall provide the Unions and Owner with substantiation that wages and benefits are being paid on the Project. The Unions shall

provide the Owner, and any Contractor or subcontractor that is party to this Agreement, with wage, fringe benefit and dues reporting forms.

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

Section 3. Non-Affiliated Labor Organizations. Any labor organization that executes this Agreement, or works under this Agreement, and is not affiliated with this Council, shall pay the Council's regular dues assessments for those periods of time when its members are working on the Project.

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the Project. All contracting parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement.

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

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift. Forty

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

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

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

Section 4. Shifts.

- I. Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half ($\frac{1}{2}$) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half ($\frac{1}{2}$) hour non-paid lunch period for eight (8) hours pay. A premium of \$.25 per hour shall be paid for work on the second shift and \$.50 per hour for work on the third shift.
- J. The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half ($\frac{1}{2}$) hour unpaid lunch, approximately midway through the shift) between Monday through Thursday.

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

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

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

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

Section 9. Helmets to Hardhats.

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

ARTICLE XIV
APPRENTICES

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

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

ARTICLE XV
DRUG AND ALCOHOL POLICY – CRIMINAL BACKGROUND CHECKS

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

Section 2. The Owner may require criminal background checks of employees working on the Project to determine whether there exist any active criminal warrants or pending criminal cases involving employees. An employee who fails a criminal background check may be prohibited from performing work on this Project. The Owner, at its expense, may require employees to wear, and display, appropriate badges in order to access the Owner's facilities.

ARTICLE XVI
NON-DISCRIMINATION

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

ARTICLE XVII
SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project, that it settles all demands and issues on the

matters subject to collective bargaining, and that it shall not be modified or supplemented in any way except by written agreement executed by both parties.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

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

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

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

OWNER

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

IRONWORKERS LOCAL NO. 550

By: _____

Name: _____

Title: _____

Date: _____

LABORERS LOCAL NO. 134

By: _____

Name: _____

Title: _____

Date: _____

LABORERS LOCAL NO. 1015

By: _____

Name: _____

Title: _____

Date: _____

**OPERATIVE PLASTERERS' AND
CEMENT MASONS LOCAL NO. 109**

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1
LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE MARTINDALE BRIDGE PROJECT

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

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

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPENDIX 2
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY
SPECIFICATIONS

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

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

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

CONTRACTUAL REQUIREMENTS

All Contractors must have and enforce a written Substance Abuse Program incorporating the testing requirements, term, and conditions set forth in this specification. This specification is applicable to all employees, current and prospective, in order to be eligible to perform work at the Project site. The Contractors must comply with the specification. Suppliers, vendors, and visitors are subject to confirmation of their abstinence from the possession or use of substances indicated in this specification. A copy of each contractor's substance abuse program must be submitted to the Owner for approval prior to commencement of any work on the Project site.

The substance abuse program must apply to all employees working on the Project and

subcontractors' of any of tier working on the Project site. This includes workers, new hires, replacement workers, and supervisory personnel. No employee or prospective employee of a Contractor shall be permitted to work on the Project site unless such employee has submitted to testing by this specification and unless the results of such testing are negative as hereinafter defined. The Contractor must provide the Owner with a Monthly Summary Report of the Substance Abuse Program compliance.

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

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

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

TESTING REQUIREMENTS

The Project requires:

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

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

- a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA) certified laboratory with test results interpreted by a licensed medical review officer (MRO).
- b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement

officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.

- c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by this specification. Acceptable negative test result format.
- A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
 - An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

COMPLIANCE PROCEDURE

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

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

DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS- GRIEVANCE PROCEDURES

1. DEFINITIONS:

- (a) Company Premises - the term "Company Premises" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other

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

2. CONFIDENTIALITY

- (a) All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Contractor will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.
- (b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- (c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.
- (d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (e) The handling and transportation of each specimen will be properly documented

through the strict chain of custody procedures.

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

- (a) Use, possess, dispense or receive prohibited substances on or at the Project job site; or
- (b) Report to work at or on the Project with any measurable amount of prohibited substances in their system.

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

- (a) Applicants testing positive for drug use will not be hired.
- (b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- (c) Employees who refuse to cooperate with testing procedures will be terminated.
- (d) Employees found in possession of drugs or drug paraphernalia will be terminated.
- (e) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

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

APPENDIX

G

Not for Reproduction for Bidding Purposes
Cost Proposal

PROPOSAL

Canton, Ohio, _____ 20 ____

To the Service Director of the City of Canton:

The undersigned, having carefully examined the site of the proposed work, the plans, profiles and standard drawings and specifications therefor, herewith propose to furnish all the labor and materials required for 2010 E. Side Trail Bridge, G.P. 1131 including any and all work and materials that may be necessary to connect the work to be done with the adjoining work, in a proper and workmanlike manner, and in accordance with drawings on file in the office of the City Civil Engineer, and upon the terms and conditions of the within specifications and under the direction of and to the satisfaction of the City Engineer and the Service Director of said City.

The bidder herein agrees that the Service Director has the right to reject any or all bids and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

The bidder hereby certifies that the undersigned _____ the only person interested in the proposed work and that no officer or employee of the City of Canton is in any manner interested therein. The bidder agrees that should all or either of said bids be accepted, to enter into the prescribed contract within ten (10) days from and after the date of service of notice of such acceptance, for the faithful performance of the labor and furnishing of the materials in such bid or bids so accepted, and to fully complete the said work by the completion date.

The bidder herewith encloses a bond or certified check _____ in the sum of _____ dollars made payable to the Service Director of the City of Canton and the Ohio Department of Transportation as guaranty that if awarded the contract for the work included in this proposal,

_____ will enter into contract therefor, with sureties satisfactory to the Service Director, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or check shall become the property of said City, as liquidated damages of the failure on the Bidder's part to so contract within specified time.

ADDRESS

RESPECTFULLY SUBMITTED

Bidder

Ref.	Description	Unit	Est. Quantity	Unit Cost	Total Cost
1	Clearing and Grubbing	LUMP	1		
2	Structure Complete	LUMP	1		
3	Abutments Complete, including footings and pilings	LUMP	1		
4	Mobilization	LUMP	1		

Not for Reproduction for Bidding Purposes

TOTAL BID \$ _____

For informational purposes only, total unit prices will govern.

