

# **Canton, Ohio**

**CANTON CITY  
ENGINEERING DEPARTMENT**

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**Construction  
Contract and Specifications**

**===== FOR =====**

**Waynesburg Drive SE  
Sanitary Sewer Rehabilitation**

**GENERAL PROJECT NO. 1137**



## CONTENTS

	Page
Legal Notice	5
Notice to Contractors	7
Instructions to Bidders	11
General Specifications	15
 Detail Specifications	 30
02957 Sewer Lining	31
 Supplemental Specifications	 45
01-00 Project Documentation and Submittal Requirements for All Public Works Projects and Subdivision Developments	48
02-00 Testing for Excessive Deflection for Non-Pressure Thermoplastic Sewer Pipe	52
03-00 Testing Practices for Low-Pressure Air Testing of Installed, Non-Pressure, Thermoplastic Pipe	55
04-01 Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure Test	59
05-01 Closed Circuit Television (CCTV) Inspection and Documentation Procedure	60
 Special Provisions	 65
Federal Government Participation	65
Equal Employment Opportunity	65
Lowest and Best Bid Questionnaire	71
Supplementary General Conditions	76
Project Labor Agreement Ordinance	77
Local Bidder Preference Ordinance	84
Additional Requirements and/or Conditions	89
Notice of Withdrawal	90
Bidder Information	91
Listing of Subcontractors	95
Certification of Unresolved Findings	96
Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization	98
Index	103-107
Appendices	
A. Prevailing Wages	A-1
B. Minority Contract Provisions	B-1
C. Bidder and Contractor Employment Practices Report	C-1
D. Project Utility Note	D-1
E. Cost Proposal	E-1



## 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. December 8, 2010 for GP 1137, Waynesburg Drive SE Sanitary Sewer Rehabilitation, 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 not** be required for this project.

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 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 \$45.00. 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: November 23 and November 30, 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.

Example of certificate form follows.



**THIS FORM MUST BE COMPLETED WHETHER YOUR COMPANY IS LOCATED INSIDE THE CITY OF CANTON OR NOT**

**AFFIDAVIT OF PERSONAL PROPERTY TAX STATUS**

PROJECT NAME \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

BIDDER'S ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The successful bidder is required to circle one of the following in accordance with O. R. C. Section 5719.042

STATE OF OHIO ..... )  
                                  ) SS:                   AFFIDAVIT  
STARK COUNTY                                    )

After being duly sworn, the undersigned deposed and stated that:

(1) \_\_\_\_\_, as of \_\_\_\_\_  
                                  NAME OF COMPANY

DATE

**WAS CHARGED/WAS NOT CHARGED**

(circle one which applies)

with any delinquent personal property taxes on the general tax list of personal property in Stark County, OH

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_  
                                  TITLE \_\_\_\_\_

Sworn to and subscribed by me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
NOTARY PUBLIC

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 and the Ohio Department of Transportation 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 shall 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 – 6<sup>th</sup> Floor, 218 Cleveland Avenue S.W., P.O. Box 24218, Canton, Ohio 44701-4218, Attn: Kim Harper and endorsed thereon "Proposal for the GP 1137, Waynesburg Drive SE Sanitary Sewer Rehabilitation", and must be deposited with all papers bound thereto.

(4) Deleted.

(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 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, and not more than two adjoining blocks or squares in length, shall be torn up at the same time, unless otherwise directed by the Engineer; nor shall any block be closed to traffic, except where the Contractor is actually working.

Whenever, in the opinion of the City, it is necessary that certain portions of the work be done

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

**(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.

**(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.

(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 "STREET CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress and upon each street and alley intersection therewith at a distance of one block therefrom, as may be directed by the Engineer.

**(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.

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

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

When the City deems it advisable or necessary to divert traffic from the work or any portion thereof, the Contractor shall provide and maintain detour signs, letter "DETOUR" in plain 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 way release the Contractor from his general or particular liability for the failure to provide for the safety of the public or the work under this contract.

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

No additional compensation will be paid 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. 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 re-laid, any sewers, drains, gas pipes, water pipes, conduits or appurtenances thereto, which, in the opinion of the Director of Public Service are necessary or expedient, or for any other reason, and at any stage of the work, and the Contractor shall not interfere with or place any impediment in the way of any person or persons engaged in such work; and in such cases the Contractor shall not be entitled to any damages or recompense, either for digging up the street, or delay or hindrance, but the time of completion shall be extended as many days as the delay shall have operated.

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

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

The Contractor may exercise the right to such supervision of the work, as he may deem necessary

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

(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 number of calendar days allowed for the completion of the work embraced in this contract shall be **180 calendar days**.

Work is to be suspended from December 1<sup>st</sup> to April 1<sup>st</sup>. The Contractor may request in writing to perform certain operations during this period. If given permission to work, Contractor will be responsible for either maintaining a suitable pavement surface, ie., asphalt, concrete or low-strength mortar, or assuming snow removal for all areas affected. Contract specified 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 way 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. No payment will be made for materials stored on site.

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:

C.I.P.P. Rehabilitated Sewers, 2 years (for more information, see page 40, section 3.07, Post Installation)

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) **Detailed Specifications:** See Following Specifications

Section 02957 – Sewer Lining

**SECTION 02957**  
**SEWER LINING**

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***PART 1 GENERAL***

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1.01 This Section specifies a Cured-In-Place Pipe (C.I.P.P.) liner for the rehabilitation of sanitary sewer and storm water pipes. This specification includes quality control measures that mandate a C.I.P.P. liner of consistent and high quality. The specification is open to both fiberglass-based C.I.P.P. products that are cured with ultraviolet light and felt-based C.I.P.P. products that are cured with hot water.

1.02 General Description

- A. The method of rehabilitation shall be Cured-In-Place Pipe (C.I.P.P.) as described herein for the line (or lines) listed in this bid document. This method includes cleaning and video-inspection of the designated line, identification of existing live taps, removing of protruding taps by remote methods, performing point repairs, installation of a resin-impregnated tube into the existing pipe, followed by ultraviolet light or hot water curing as specified by the resin manufacturer, reopening service taps into the line, sampling and testing, and clean-up. Before final acceptance of each line segment, a post-rehabilitation video inspection sample testing must be conducted and approved. Rehabilitation must be completed for the full length from manhole to manhole, resulting in a sound, tight-fitting water-tight liner with a smooth interior surface.
- B. The Contractor, or the sub-contractor, shall not change any material, design values or procedural matters stated or approved herein, without informing the Owner and receiving written approval of the change. Such changes constitute a breach of contract and shall result in rejection and removal of work done with the unapproved materials or processes at no cost to the Owner.
- C. Removal and replacement of fences, damage repair to yards, lawns, sidewalks, driveways, and other public or private property, due to actions or processes related to the work being performed shall be included in the cost of the project.
- D. Traffic control, confined space entry, and work site protection shall be the responsibility of the Contractor and costs of these items are incidental to the project unless otherwise stated. The Contractor shall notify Police, Fire and Ambulance agencies and the Ohio Department of Transportation (Stark County office) in advance of any and all road closures. The Contractor shall comply with applicable OSHA trench safety rules and confined space entry procedures.

1.03 Experience Record of Contractors

The Contractor shall have successfully managed and completed C.I.P.P. rehabilitation projects on lines ranging in size from the smallest line on the project to the largest line on the project within the last three years previous to bid date.

#### 1.04 Reference Standards

- A. ASTM C581 – Standard Practice for Determining Chemical Resistance of thermosetting resins used in glass fiber reinforced structures, intended for liquid service.
- B. ASTM D543 – Test Method for resistance of plastics to chemical reagents.
- C. ASTM D790 – Test Method(s) for flexural properties of un-reinforced and reinforced plastics and electrical insulating materials.
- D. ASTM F1216 (including Appendix XI) – Standard practice for rehabilitation of existing pipelines and conduits by the inversion and curing of a resin-impregnated tube.
- E. ASTM F1743-96 – Rehabilitation of existing pipelines and conduits by pulled-in-place installation of cured-in-place thermo-setting resin pipe (C.I.P.P.).
- F. APS Standard – Water tightness standard for cured-in-place thermo-setting resin pipe/Porosity Test protocol.

#### 1.05 Housekeeping

- A. Containment of sewage and site cleanliness is the responsibility of the Contractor. Fines levied by State and Federal agencies in the event of a spill or unapproved discharge shall be paid by the Contractor. Spill cleanup as well as site cleanup shall be conducted by and paid for by the Contractor. All cleanup and costs are part of acceptance of the project, without which final payment will not be made. Bypass pumping will be required while the sewer lining is being performed. See Plan Sheet 9 of 10 for specific requirements.

#### 1.06 Bid Information

- A. This project is bid on a “price per lineal foot” basis. The distance stated on the Proposal is the Owner’s best estimate and shall be checked by the Contractor. The Owner will verify Contractor’s measurements and payment will be based on the Bid cost per lineal foot based on the Owner verified distance.
- B. Contractor shall list the following information on the Proposal in spaces provided:
  - 1. Thickness of each segment of pipe lined. Attach ASTM 1216 wall thickness formula calculations.
  - 2. Cost per foot with extended total.
- C. The Contractor shall attach the following to the Proposal:
  - 1. Type of resin to be used.
  - 2. Attach 3<sup>rd</sup> party test results for chemical corrosion resistance testing (Section 2.02.B). Attach statement that resin is approved to be used in the proposed C.I.P.P. system (Section 2.02.B).

3. Initial (laminate design) modulus of elasticity used on this project (250,000 psi minimum). Attach 3<sup>rd</sup> party test results conducted in the last three (3) years.
4. Long-Term Reduction Factor. Attach 3<sup>rd</sup> party test results conducted in the last three (3) years.
5. Type of inner liner and outer liner to be used. Attach manufacturer's or 3<sup>rd</sup> party certification for both the inner and outer liners stating styrene gas barrier status.
6. DEQ certification/permitting status of the wet-out facility. Attach a copy of DEQ permit or other DEQ documentation if permit-exempt.
7. Certificate of "direct sizing" – for fiberglass products only.
8. 3<sup>rd</sup> party test results stating the strength of the seam – for felt products only.
9. Boiler Truck Operator Certification (OSHA) – for thermal cure products only.
10. Distance from wet-out facility to job-site (300 mile maximum distance) – for thermal cure products only.
11. Documentation of EPA Permit for wet-out of tube impregnation facility.
12. Wall thickness design calculation.

NOTICE: FAILURE TO DO SO MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY NOT BE CONSIDERED.

#### 1.07 Measurement and Payment

- A. The unit price stipulated under this Section per lineal foot of sewer lining shall include the pre-installation, the sewer lining, the post-installation, and field testing as described in this Section.

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## ***PART 2 PRODUCTS***

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#### 2.01 Manufacturers

- A. Insituform Technologies
- B. Reline America, Inc.
- C. In-Liner Technologies, LLC
- D. Approved equal

#### 2.02 Resins

##### A. Acceptable Resin Types

1. Polyester npg
2. Orthothalic
3. Vinylester

##### B. Resin Definitions and Physical Characteristics

1. The liquid thermosetting resin used in this rehabilitation projects shall produce a

properly cured tube which will be resistant to abrasion caused by solids, grit, and/or sand. The cured tube shall also be resistant to corrosion due to acids and gases such as sulfuric acid, carbonic acid, hydrogen sulfide, methane, and carbon monoxide. The cured-in-place pipe system shall utilize thermosetting resins which will withstand the corrosive effects of the existing residential, commercial, and industrial effluents, liquids and/or gases.

2. The resin system to be used shall be manufactured by an approved company selected by the Cured-In-Place process manufacturer. Documentation of approved status is a pre-contract requirement. Only corrosion resistant polyester npg, orthothalic, and vinylester resins shall be used.

3. The chemical corrosion resistance of the actual resin system used by the Contractor shall be tested by the resin manufacturer in accordance with ASTM F1216, D-543 or C-581 as applicable. Exposure to chemical solutions listed below shall result in a loss of not more than twenty percent (20%) of the initial physical properties when tested in accordance with ASTM C-581-87.

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

## 2.03 Tube

### A. Acceptable Materials

1. Fiberglass (cured with ultraviolet light).
2. Felt (cured with hot water).

### B. Tube Characteristics & Standards

1. At the time of manufacturing, each lot of glass fiber or felt tube liner shall be inspected for defects and tested in accordance with applicable ASTM standards. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, and deleterious faults.
2. For testing purposes, a production lot shall consist of all liner having the same marking number. It shall include any and all items produced during any given work shift and must be so identified as opposed to previous or ensuing production.
3. The ENGINEER may at any time direct the manufacturer to obtain compound samples and prepare test specimens in accordance with applicable ASTM standards.
4. An "inner liner" and "outer liner" film must be used for resin control (to prevent resin migration and contamination). The "inner film" and "outer film" must both be certified styrene gas barriers. The "inner liner" film must be removed during the installation process unless it is a permanent part of the system and is made an integral part of the carrier tube by bonding or fusing to the carrier tube.
5. The material shall be manufactured in such a manner as to result in a tight-fitting,

continuous liner after installation. There shall be no measurable annular space. The liner shall have a snug fit at manhole terminations as shall be evidenced by flares.

6. All wet-out or impregnation of the tube must be done in an EPA-regulated, quality-controlled facility. Documentation of EPA permitting must be submitted with all qualified bids. No "over the hole" or "on-site" wet-out is allowed. For products that are cured with hot water, the wet-out must be conducted within 300 miles of the job site considering the time-sensitive characteristics of thermal-cured products.

### C. Fiberglass Tube (Ultraviolet Light Curing Application)

The Tube shall consist of a seamless and spirally wound glass fiber, including an exterior and interior film that protects and contains the resin in the fiber. The exterior film will be provided with a UV light blocker foil.

#### 1. Tube

- a. The Tube shall consist of a seamless, spirally wound glass fiber that is flexible and has strain values (expandable) of equal to eight (8) to ten (10) percent. The tube will not have a longitudinal seam, including a stitched seam, stitch-free-weld or bond, or stitch-free overlap. The tube shall be constructed to withstand installation pressures and have sufficient strength to bridge missing pipe.
- b. The impregnated Tube shall have a uniform thickness, that when compressed at installation pressures, will meet or exceed the Design thickness. If voids are present in the pipe, the Design wall thickness must still be met or exceeded.
- c. The Tube shall be sized such that when installed, it will tightly fit the internal circumference and length of the original pipe.
- d. The glass fiber Tube shall be saturated with the appropriate resin using a resin bath to allow for the lowest possible amount of air entrapment. Vacuum-suction impregnation methods are not allowed due to the introduction of air using this method. The liner will then be formed into a spirally wound shape for the purpose of being seamless in its cured state. An inner and outer material will be added that are both impervious to airborne styrene, with the outer material also having UV blocking characteristics. The inner membrane will be removed after the installation and curing processes are completed.
- e. The wall color of the interior pipe surface of C.I.P.P. after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- f. The liner should be seamless in its cured state to insure homogenous physical properties around the circumference of the cured liner.
- g. The manufacturer will test the raw materials and liner materials at various stages of manufacturing on every liner, including taking samples of every finished liner and conducting tests for e-modulus, tensile, wall thickness and porosity.
- h. Fiberglass materials must be "direct sized" to enhance the fiberglass/resin bond. Certification of this coating and its compatibility with the resin system used is required.
- i. The Tube shall be constructed to withstand installation pressures and have sufficient strength to bridge missing pipe while meeting or exceeding the Design wall thickness at all pipe locations during installation conditions and pressures.

D. Felt Tube (Hot Water Curing Application)

The Tube consists of one or more layers of absorbent felt fabric and meets the requirements of ASTM F1216 or ASTM F1743, Section 5.

1. Tube:

- a. For work performed under this specification, the following felt-based carrier tube materials may be used: Non-woven polyester felt and Non-woven fiberglass filament reinforced polyester felt.
- b. The Tube shall be constructed to withstand installation pressures and have sufficient strength to bridge missing pipe while meeting or exceeding the Design wall thickness at all pipe locations during installation conditions and pressures.
- c. The Tube shall be sizes such that when installed will tightly fit the internal circumference and length of the original pipe. Overlapped layers or felt in longitudinal seams that cause lumps in the final product shall not be utilized.
- d. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured liner (C.I.P.P.). No dry or unsaturated layers shall be evident.
- e. The wall color of the interior pipe surface of C.I.P.P. after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
- f. Seams in the felt Tube shall be allowed, because non-seamed felt tubes are not currently available, but the seams must be stronger than the non-seamed felt. Third-party test data documenting the strength of the seam is required.
- g. The manufacturer will test the raw materials and liner materials at various stages of manufacturing on every liner, including taking samples of every finished liner and conducting tests for e-modulus, tensile, wall thickness and porosity.
- h. The outside of the Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol.

2.04 Design Parameters

- A. The newly installed liner shall be **designed for a minimum fifty-year service life** under continuous loading conditions. The design shall assume no bonding to the original pipe wall. The liner shall be designed to withstand all imposed loads.

<u>Parameter</u>	<u>C.I.P.P. System</u>
a. Pipe Condition	Fully deteriorated
b. Soil Type	Saturated/unsaturated
c. Design Thickness	Fiberglass: ASTM 1216 Design Formula, rounded up to nearest 0.7 mm manufacturing increment felt: ASTM 1216 Design Formula <b>plus</b> 10% (in consideration of product stretch), rounded up to nearest 1.5

d.	Ovality of Pipe	mm manufacturing increment 2% of circumference, unless measured and stated otherwise by Engineer in writing
e.	Soil Load	120 lbs./ft <sup>3</sup>
f.	Traffic Loads	Per AASHTO-HS-20-44 Highway Loading
g.	Modulus of Soil	500 psi
h.	<u>Maximum Deflection</u>	5%
i.	<u>Minimum Safety Factor</u>	2.0
j.	Resin Migration Allowance	Not Allowed
k.	Soil Cover	15 Feet
l.	Water Cover	15 Feet (Assumed)

B. Wall thickness design calculations for each pipe to be rehabilitated via the C.I.P.P. method must be submitted with all qualified bids, along with supporting formulas that document that version of formula used. Additionally, product-specific strength values, including the short term flexural modulus and the long term flexural modulus reduction factor, must be substantiated by third-party testing which will be submitted with all qualified bids. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus and long term reduction factor used in Design.

C. PHYSICAL PROPERTIES: The cured pipe shall conform to the minimum structural standards, as follows:

Tensile Stress ASTM D-638	3,000 psi
Flexural Stress ASTM D-790	4,500 psi
Modulus of Elasticity ASTM D-790	250,000 psi
Porosity/Water Tightness test	tight

## 2.5 Liner Thickness

A. The minimum allowable wall thickness for Fiberglass C.I.P.P. products is 10.5 mm and can be increased as necessary to meet ASTM 1216 Design Formula in 0.7 mm increments. The minimum allowable wall thickness for Felt C.I.P.P. products is 6.0 mm and can be increased as necessary to meet ASTM 1216 Design Formula in 1.5 mm increments. Fiberglass or Felt products below the stated minimum wall thickness (above) will not be allowed under any circumstances.

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## ***PART 3 EXECUTION***

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### 3.1 Installation

A. Installation of the impregnated liner may be by inversion or insertion as specified by the

manufacturer. All equipment, labor, materials, and processes required to complete the work must be ready on-site before installation begins.

### 3.2 Pre-Installation

- A. Prior to installation of the liner, the following activities are required.
  - 1. Receipt and approval of pre-installation submittals.
  - 2. Verification of line condition and any obstructions by video inspection.
  - 3. Verification of existing taps in service by flowing water, dye test, or visually with a pan and tilt head camera or other means.
  - 4. Cleaning of line (recorded on video tape).
  - 5. Construct and complete any and all point repairs deemed necessary shall receive Owner approval before reworking the lines and the liner is installed.
- B. Prior to installation, the diversion by-pass pumping system including back-up pumps, shall be tested and running.

### 3.3 Set-Up

- A. The installation area/equipment shall be securely protected and all damaged yards, driveways, walks, etc., shall be repaired at no cost to the Owner. Plastic sheeting will be used to cover the work area around the manholes and/or access points to eliminate the opportunity of environmental contamination to the above-ground setting during the installation process.
- B. For more detailed information, refer to plan sheet 9 of 10.

### 3.4 Preliner/Outer Film/Outer Liner

- A. At all locations where the C.I.P.P. liner is inverted or inserted into the host pipe, a preliner tube shall be used to control resin loss, liner thickness, a reduction in physical properties, contamination of the resin by water or other contaminants, and prevent blocked or plugged services and laterals. The preliner tube shall be reinforced plastic sheet formed into a tube sized to fit the host pipe being lined and shall be continuous from manhole to manhole. The preliner tube shall be made of a styrene barrier material which is approved by the Owner or Engineer. Installation of the preliner tube shall be witnessed by the Owner or Engineer. Failure to install the required preliner tube or installation of preliner tube shall result in the completed C.I.P.P. for that segment being rejected (regardless of physical tests and thickness test results). During thickness testing, the preliner tube shall be removed from the thickness test core sample along with the inner liner film used. If there is any damage to the preliner tube, it should be repaired immediately with styrene-proof tape.

### 3.5 Tube Insertion (for fiberglass/UV cured Products)

- A. A slip sheet shall be installed on the bottom half of the pipe prior to liner insertion, for the purpose of smoothing out the bottom of the liner to increase flow characteristics.
- B. The preliner tube, or outer film, must be inserted into the pipe prior to inserting the liner, unless it is manufactured on the exterior of the liner, which is a normal characteristic of most fiberglass C.I.P.P. Liners.

- C. A constant tension winch should be used to pull the glass fiber liner into position in the pipe. Once inserted, end plugs shall be used to cap each end of the glass fiber liner to prepare for pressurizing the liner. The end plugs should be secured with straps to prevent them from being expelled due to pressure. Liner restraints should be used in manholes.
- D. The glass fiber liner shall be cured with UV light sources at a constant inner pressure. When inserting the curing equipment in the liner, care should be taken to not damage the inner film material.
1. The UV light sources should be assembled according to the manufacturer's specifications for the liner diameter. For the liner to achieve the required water tightness and specified mechanical properties, the following parameters must be controlled during the entire curing process, giving the Engineer a record of the curing parameters over every segment of the entire length of the liner. This demonstrates that the entire liner is cured properly. The recording will include:
- Curing speed
  - Light source working and wattage
  - Inner air pressure
  - Exothermic (curing) temperatures
  - Date and time
  - Length of Timer

This will be accomplished using a computer and data base that are tamper proof. During the curing process, infrared sensors will be used to record curing data that will be submitted to Engineer with a post CCTV inspection on DVD.

1. The parameters for curing speed, inner air pressure and wattage are defined in the Quality Tracker UV curing protocol issued by the manufacturer. The optimal curing speed, or travel speed of the energized UV light sources, is determined for each length of liner based on liner diameter, liner thickness, and exothermic reaction temperature.
- E. The inner film material should be removed and discarded after curing to provide optimal quality of the final product.
- F. Flushing of the cured fiberglass/UV cured C.I.P.P. liner (to reduce styrene residual) is not required for fiberglass/UV cured C.I.P.P. products that provide 3<sup>rd</sup> party test results that document styrene residual levels (without flushing) within acceptable defined levels.

### 3.6 Tube Insertion/Inversion (for felt/hot water cured products)

- A. The resin impregnated tube shall be transported and stored in a refrigerated truck until it is installed in an existing line by using an application of water, air, or cable and winch to properly place the tube between the upstream and downstream manholes.
- B. A slip sheet shall be installed on the bottom half of the pipe prior to liner insertion, for the purpose of smoothing out the bottom of the liner to increase flow characteristics.

- C. The preliner tube, or outer film, must be inserted into the pipe prior to inserting the liner.
- D. The wet out felt tube shall be inserted, or inverted, through an existing manhole or other approved access. Liner installation head pressures (minimum and maximum for hot and cold conditions) shall not be exceeded, regardless of which method of installation (stand pipe, pressure unit, etc.) is used.
- E. Using the "Inversion Procedure", the tube end shall initially be turned inside and out and attached to a platform ring, standpipe, or as approved. The addition of water will be adjusted to sufficient height/pressure to cause the impregnated tube to invert from manhole to manhole, and hold the tube tight against the existing pipe wall.
- F. Using the "Insertion Procedure", the tube is winched into position according to manufacturer's recommendations. The addition of water will be adjusted to sufficient height/pressure to cause the calibration hose to invert from manhole to manhole and hold the tube right against the existing pipe wall.
- G. Liner restraints should be used in manholes.
- H. After the installation of the liner is completed, the Contractor shall use hot water system capable of providing the required amount of heat uniformly throughout the section for a complete cure of the resin. Boiler-truck operators must be fully certified by an approved certifying agency approved by the Engineer. Certification documentation of at least two certified boiler-truck operators is a pre-contract requirement. Only fully-certified boiler-truck operators can operate boiler-trucks.
- I. All water obtained from a City fire hydrant shall be metered and paid for by the Contractor. An air gap shall be provided between pipes/hoses connected to a fire hydrant and a storage tank/equipment used by the Contractor. The cost of said water shall be included in the cost of the project. Hydrant connections are made available through the Water Department. The cost of the connection, if any, must be paid by the Contractor.
- J. The curing temperature and schedule shall be as recommended by the resin/catalyst system manufacturer. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply. Additionally, the Contractor is required to utilize a remote temperature sensing method to ensure adequate curing for every foot of liner in the pipe, considering the possibility of heat sinks. Temperatures monitored at the manholes do not guarantee an adequate representation of the temperatures for every foot of liner. Temperatures from each remote sensing device shall be recorded by a strip-chart recorder on a continuous tape. Graphs of the tape shall reflect readings from start of cure to completion of cure/draining of line. Tapes for each segment shall be submitted upon completion of each section. Initial cure may be considered completed when the remote sensing device(s) reflect that the cure temperatures, as recommended by the resin/catalyst system manufacturer, have been achieved. Curing temperatures and schedule shall comply with submitted data and shall include an adequate "cool down" as recommended by the resin manufacturer.
- K. Cool-Down – The Contractor shall cool the hardened pipe to a temperature below 100 degrees Fahrenheit, in accordance with the resin manufacturer's recommendation, before relieving the water column of pressure. Cool water may be added to the water column while maintaining

circulation as water is drained from a small hole at the opposite end of the cured-in-place pipe, so that a constant water column height is maintained until cool-down is completed. Care shall be taken in the release of the water column so that a vacuum will not develop that could damage the newly installed pipe. Coupon samples shall be obtained for testing (Section 5.0/Testing).

- L. Since styrene is considered a volatile organic compound and a carcinogen, care must be taken to insure that styrene levels are below U.S.E.P.A. standards for airborne, surface and water contamination. The EPA has set the maximum contaminant level at 0.1 ppm for drinking water and other water sources that impact drinking water. For sanitary sewer flow to a sewage treatment plant, styrene contamination must be kept below 2.1 ppm so as to not interfere with the effectiveness of the plant.
- M. Effluent from the curing process must be disposed of directly to a publicly owned treatment works (POTW) in full compliance with the POTW's Industrial Pretreatment Program requirements. The POTW must provide written documentation that the effluent content complies with their Industrial Pretreatment Program requirements, a copy of which must be submitted to the Engineer by the Contractor for each rehabilitated pipe line, or each day of lining work.
- N. If EPA or waste water treatment levels are exceeded on the surface of the liner for storm water or sanitary sewer pipes (respectively), the Contractor must flush the line until styrene levels in flush-water are brought within the appropriate standard. The responsibility for disposal of contaminated water is the sole responsibility of the Contractor, and must be delivered to publicly owned treatment works (POTW) in full compliance with the POTW's Industrial Pretreatment Program requirements. The POTW must provide written documentation that the effluent content complies with their Industrial Pretreatment Program requirements. Proof of proper disposal, as specified above, must be presented to the Engineer.

### 3.7 Post Installation

- A. During the warranty period, which shall be defined as twenty-four (24) calendar months after acceptance by the Owner, any defects which will affect the integrity or strength of the liner pipe or hydraulic capacity shall be repaired at the Contractor's expense, in a manner mutually agreed to by the Owner and Contractor. The Contractor will be responsible for providing CCTV data of all lines rehabilitated with C.I.P.P. under this contract.
- B. Service Reconnection: After the cured-in-place process is completed, the Contractor shall reconnect the existing line service connection. These services shall be reconnected by internal remote cutting method or external excavation.
- C. Service taps or branches reconnected internally shall be fully reopened to 90% service line size (minimum) and trimmed to a neat, clean, circular opening concentric with the service line pipe, free of jagged edges, "sawteeth," resin plugs or resin shelves. This work may be performed by either the Contractor or an approved Sub-Contractor.
- D. Sealing at Manholes: The cured-in-place C.I.P.P. shall make a tight seal at the manhole opening with no annular gaps. Under all circumstances, the liner shall be sealed to the manhole and host pipe if no flair is present.
- E. Finished Pipe: The finished new cured-in-place liner shall be continuous over the entire length of each section lined, and be free from visual defects such as foreign inclusions, dry spots, pinholes.

leaks and delamination.

- F. Hazardous Waste Disposal: All water or condensate needs to be disposed of in accordance with all Federal, State and local regulations as approved by the Engineer.

### 3.8 Requirements and Testing

- A. The layers of the cured C.I.P.P. shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field of samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
- B. Testing of the completed, installed liner consists of:
  - 1. Field testing
  - 2. Laboratory testing
  - 3. Long term testing
- C. The Owner will pay for all initial testing described herein. Retests of failed samples shall be paid for by the Contractor via a deductive line item on the pay estimate.
- D. Regardless of the resin/carrier tube system used, the completed liner shall meet or exceed:
  - 1. The initial modulus of elasticity (ASTM D-790) (as stated in design calculations)
  - 2. Initial flexural strength (ASTM D-790)
  - 3. APS Porosity Standard (tight or non-porous result)
  - 4. Wall thickness values stated on each liner design sheet
- E. Values for the four parameters above which are under the minimum values stated on the bid form are not acceptable. An under thickness liner may be brought into compliance at no additional cost to the Owner by (1) removal and replacement of the undersized liner, or (2) addition of a second liner with the full wall thickness as stated on the liner design submittal (and after acceptable preparation of the undersized liner interior). Option (2) will be considered by the Owner on a case by case basis considering the resulting loss of flow capacity, and can be refused by the Owner for that reason. The addition of a thin liner that makes up the amount of undersizing is not an acceptable remedy because the structural properties of C.I.P.P. liners are not additive if they are not cured simultaneously and therefore are bonded together to act as a single liner.
- F. In the event of a liner failure of either/both the flexural strength and the modulus tests, another flat plate sample shall be tested. Should the second sample fail, the liner shall be brought into satisfactory compliance by the above methods.

### 3.9 Sample Requirements

- A. The following sample shall be taken for each section of sewer lined.
  - 1. One (1) core of 12" diameter minimum taken from the inside of the pipe or an 18" full hoop sample as a restrained sample in the manhole equal to the exact ID of the lined pipe (field test).

3.10 Field Test (Thickness)

- A. Remove the C.I.P.P. liner material from the host pipe core samples. Remove any inner liner film, preliner and resin that is not contained within the felt tube. Measure the liner thickness at three spots on each sample. The resulting six measurements will be averaged. The average thickness shall be equal to or greater than the required thickness for the particular section stated on the bid form. No undersize allowance is permitted. In accordance with D 790-03, referenced in ASTM 1216, the calculated wall thickness refers only to the part of the liner that consists of a saturated felt tube. Elements that are not part of the saturated felt tube do not contribute to the structural integrity of the liner, thereby excluding felt tube that is not fully saturated or portions of resin without the felt tube carrier.
- B. If the Contractor takes his sample from inside the line, he must repair the spot with a method approved by the Engineer.
- C. "No Dig" option: At Owner's option, in lieu of excavation for core samples, the liner shall be run through 18" long section of line-sized pipe, or an appropriate restraint, to act as a mold for the liner and cured. One such sample shall be taken from liner at starting manhole and one at the ending manhole or the section being lined.

3.11 Laboratory Testing

- A. Samples obtained for these tests will be sent by the Owner to an approved laboratory for testing. The Owner will pay for testing.

END OF SECTION



## SUPPLEMENTAL SPECIFICATIONS

(73.1) **Project Submittals:** The following listed items are the full responsibility of the 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 1137)
  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, which 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.

(73.2) **Asphalt Price Adjustment:** The contract items for asphalt concrete pavement are **NOT** eligible for price adjustment as specified in the State of Ohio Department of Transportation Construction Manual, Section 401.20

(73.3) **Additional Supplemental Specifications:** See Following Specifications:

- |       |   |
|-------|---|
| 01-00 | Project Documentation and Submittal Requirements for All Public Works Projects and Subdivision Developments |
| 02-00 | Testing for Excessive Deflection for Non-Pressure Thermoplastic Sewer Pipe                                  |
| 03-00 | Testing Practices for Low-Pressure Air Testing of Installed, Non-Pressure, Thermoplastic Pipe               |
| 04-01 | Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure Test                          |
| 05-01 | Closed Circuit Television (CCTV) Inspection and Documentation Procedure                                     |

**Supplemental Specification 01-00**

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

September, 2000  
\* Revised March, 2001

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

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

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

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

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

**01.01 SHOP DRAWINGS:**

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

- b) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given **ten (10) business days** to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.
- d) Each Shop Drawing shall be labeled with the following:
  - 1. Project Name
  - 2. General Project Number (GP XXXX), if applicable
  - 3. Subdivision Description, if applicable
  - 4. Name of Contractor
  - 5. Name of Subcontractor (if applicable)
  - 6. Name and Address of Supplier and/or Manufacturer
  - 7. Log Reference Number
- e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.

**01.02 PRECONSTRUCTION VIDEO:** Prior to actual construction, the Contractor shall have taken televised 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.

**01.03 PROGRESS SCHEDULE:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule that shall include the following:

- a) Progress schedule as a minimum to be prepared in bar graph fashion. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
- b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

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

- a) The Contractor shall provide to the City a written consent statement from all property owners that may be used as land filled 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.

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

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

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

- a) Certificates of Substantial and Final Completion  
Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed. Not applicable for subdivision projects.
- b) Final Waiver of Lien  
Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of

Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

## Supplemental Specification 02-00

### TESTING FOR EXCESSIVE DEFLECTION FOR NON-PRESSURE THERMOPLASTIC SEWER PIPE

November 2010

- 02.01 Description
- 02-02 Material
- 02-03 Testing for Deflection
- 02-04 Correcting/Repairing
- 02-05 Basis of Acceptance
- 02-06 Reference Material
- 02-07 Table 1, Deflection Diameter List

**02.01 DESCRIPTION.** This item shall consist of furnishing all labor, material and equipment, including all cleaning and flushing of new sewers to complete this test for approval by the City.

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

All main line sanitary sewers 8" in diameter and larger shall be tested for a maximum deflection of 5% of the pipe average inside diameter not less than 30 days after final full backfill, including all compaction efforts and jetting has been placed, as determined by the City. The average inside diameter is determined by the latest edition of ASTM F679.

**02.02 MATERIAL.** The tests shall be conducted using electronic equipment specifically designed for measuring and recording deflection in flexible pipe or by the use of an approved deflection probe, having a diameter equal to 95% of the average inside diameter of the pipe being tested, pulled through the sewer line. See Table 1. for additional information.

The deflection probe shall be as available from Wortco, Inc.; Burke Concrete Accessories, Inc.; or equal, and shall be designed specifically for testing the deflection of the type of pipe specified. The probe shall incorporate an odd number (no less than 9) of 1/2" x 3/16" bar stock runners equally spaced on edge around and welded to the circumference of two minimum 1/4" thick circular steel plates. The diameter of the probes for the types and nominal sizes of the pipes to be tested shall be equal to 95% of the average inside diameter of the respective pipes as specifically given or determined by the Engineer from information given in the appropriate ASTM Standard for the pipe. The distance between plates, out-to-out, shall not be less than 2" smaller than the nominal diameter of the pipe to be tested. The runners shall extend approximately 1-1/2" beyond each plate, being bent inward for this distance at approximately 30°. A continuous 3/4" threaded rod shall be provided through the center of the plates, having a hex nut drawn tight against the inside face of each plate, and extending each side as required for providing a 3/4" ferrule loop insert or similar piece for attaching the pulling medium.

**02.03 TESTING FOR DEFLECTION.** The Contractor shall schedule with the City's Project Representative at least 48 hours in advance to the commencement of test.

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

The Contractor and City's Project Representative shall be present at all times during the testing procedure. All testing results shall be documented and recorded, at the time of test, on the City's approved test form.

Deflection test shall be performed between two consecutive manholes. If deflection probe is used, test shall be performed without mechanical pulling devices. Prior to the use of said deflection probe, a proving ring, provided by the Contractor and approved by the City, shall be available at the time the probe is used. The proving ring shall have an I. D. equal to the approved O. D. of the probe.

**02.04 CORRECTING OR REPAIRING.** If deflection probe becomes stuck or stopped for any reason between manholes, Contractor shall immediately notify the City Project Representative.

Contractor shall be responsible for all corrective procedures, methods and operational techniques. Following correctional procedure, as approved by the City, the Contractor shall be obligated to retest the section of pipe, as previously tested. If repair necessitated a replacement of pipe, the City reserves the right to require an additional retest of the said section, 30 days following this repair. All labor, material, and equipment necessary for correcting any new section of sewer shall be the responsibility of the Contractor.

**02.05 BASIS OF ACCEPTANCE.** In order for the City to consider a system , in part or whole, approved in this testing procedure, all deflection testing methods, as approved, shall be proofed from manhole structure to manhole structure.

**02.06 REFERENCE MATERIAL.** The City may reference ASTM F679 for supplemental information.

02.07 Table 1, Deflection Diameter List

TABLE 1

**THERMOPLASTIC PIPE, PVC, SDR 26  
AVERAGE INSIDE DIAMETERS  
5.0% DEFLECTION MANDREL DIMENSIONS**

NOMINAL PIPE SIZE (IN.)	SDR	AVERAGE INSIDE DIAMETER (IN.)	O. D. OF 5.0% DEFLECTION PROBE (IN.)
18	26	16.53	15.70

## Supplemental Specification 03-00

### TESTING PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED, NON-PRESSURE, THERMOPLASTIC SEWER PIPE

November 2010

- 03.01 Description
- 03-02 Material/Safety
- 03-03 Testing for Leaks
- 03-04 Correcting/Repairing
- 03-05 Basis of Acceptance
- 03-06 Reference Material

**03.01 DESCRIPTION.** This item shall consist of furnishing all labor, material and equipment to complete this test for approval by the City.

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

All main lines and laterals shall be tested for air leaks and their associated level of acceptance.

Air testing of new main line and laterals may be done at any time during the installation of the new sewers, following the initial bedding, backfilling and securing are completed.

However, in the event deflection testing requires a repair or replacement of new sewer, the Contractor shall be obligated to re-air test the repaired section of the sewer.

#### **03.02 EQUIPMENT/SAFETY:** List of Equipment

Plug Design: Either mechanical or pneumatic plugs may be used. All plugs shall be designed to resist internal testing pressures without the aid of external bracing or blocking. However, the Contractor should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.

Singular Control Panel: To facilitate test verification by the City, all air used shall pass through a single, above ground control panel.

Equipment Controls: The above ground air control equipment shall include a shut-off valve, pressure regulating valve, pressure relief valve, in-put pressure gauge and a continuous monitoring pressure gauge having a pressure range from 0 to at least 10 psi. The continuous monitoring gauge shall be no less than 4 inches in diameter with minimum divisions of 0.10 psi and an accuracy of +/-0.04 psi.

Separate Hoses: Two separate hoses shall be used to: (1) connect the control panel to the sealed line for introducing low-pressure air, and (2) an separate hose connection for constant monitoring of air pressure build-up in the line. This requirement greatly diminishes any chance for over-pressurizing the line.

Pneumatic Plugs: If pneumatic plugs are utilized, a separate hose shall also be required to inflate the pneumatic plugs from the above ground control panel.

Air Source: As approved by the City.

**03.03 TESTING FOR LEAKS.** The Contractor shall arrange with the City's Project Representative at least 48 hours in advance to the commencement of test.

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

The Contractor and City's Project Representative shall be present at all times during the testing procedure. All testing results shall be documented and recorded, at the time of test, on the City's approved test form.

After backfilling, air tests shall be conducted between two consecutive manholes.

Each end of the section to be tested and all pipe outlets in the section shall be plugged with approved test plugs. One plug used at a manhole shall have an inlet tap or other provision for connecting an air hose from the air supply equipment. The equipment shall include valves to control the rate at which air flows into the test section and pressure gauges with minimum graduations of 0.1 psi and an accuracy of +/- 0.04 psi to monitor the air pressure within the test section.

Air pressure shall be applied slowly to the test section until the pressure reaches 4.0 psi, plus an adjustment of 0.433 psi for each foot of ground water above the crown of the pipe being tested. Internal air pressure, including adjustment for ground water, should never exceed 5.0 psi. When the pressure reaches 4.0 psi, plus adjustment for ground water, the air supply shall be throttled so that the internal pressure is maintained between 4.0 and 3.5 psi for at least two minutes to permit temperature stabilization. When the pressure has stabilized and is at or above 3.5 psi, the air supply shall be disconnected and a stop watch started and allowed to run until the pressure has dropped 1.0 psi

The permissible time allocated for the 1.0 psi pressure drop shall be calculated on the basis of the diameter and length of main sewer tested and no adjustment shall be made for service connections included in the test section. The air test for a section shall be considered acceptable if the time elapsed for the 1.0 psi pressure drop is equal to or greater than the time indicated, and shall be considered unacceptable if the elapsed time is less than that indicated in the following table:

MINIMUM HOLDING TIME IN MINUTES REQUIRED FOR 1.0 PSI PRESSURE DROP

LENGTH OF MAIN LINE TESTED\*

For Plastic Pipes Only:

MINIMUM HOLDING TIME IN MINUTES: SECONDS REQUIRED FOR 1.0 PSI PRESSURE DROP **								
PIPE DIAMETER	LENGTH OF MAIN LINE TESTED *							
	100'	150'	200'	250'	300'	350'	400'	450'
4"	3:46	3:46	3:46	3:46	3:46	3:46	3:42	3:46
6"	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8"	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10"	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12"	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15"	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18"	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21"	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24"	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27"	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48

\* Time for intermediate lengths shall be interpolated by the City.

\*\* If the test section fails and service connections were included in the test, re-compute test time to include service connections in accordance with 9.6 of ASTM F1417.

**03.04 CORRECTING OR REPAIRING.** If air testing procedure fails for any reason, based on limitation previously set forth, the Contractor shall immediately notify the City Project Representative.

Contractor shall be responsible for all corrective procedures, methods and operational techniques. Following correctional procedure, as approved by the City, the Contractor shall be obligated to retest the section of pipe, as previously tested. If repair necessitated a replacement of pipe, the City reserves the right to retest the said section, 30 days following this repair. All labor, material, and equipment necessary for correcting any new section of sewer shall be the responsibility of the Contractor.

**03.05 BASIS OF ACCEPTANCE.** In order for the City to consider a system, in part or whole, approved in this testing procedure, all air testing methods, as approved, shall be proofed from manhole structure to manhole structure.

**03.06 REFERENCE MATERIAL.** The City may reference other documents, including UNI-BELL PVC PIPE ASSOCIATION, UNI-B-6-90, for supplemental information.

**Supplemental Specification 04-01**

**STANDARD TEST METHOD FOR  
CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE TEST**

April, 2001

04.01 Scope

04.02 Description

**04.01 SCOPE :**

This test method covers procedures for testing precast concrete manhole sections when using the vacuum test method to demonstrate the integrity of the installed materials and the construction procedures. This test method is used for testing concrete manhole sections utilizing mortar, mastic, or gasketed joints.

This test method is intended to be used as a preliminary test to enable the installer to demonstrate the condition of the concrete manholes prior to backfill. It may also be used to test manholes after backfilling; however, testing should be correlated with the connector supplier.

This standard does not purport to address all of the safety problems, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

**04.02 DESCRIPTION**

See attached ASTM C 1244

## Supplemental Specification 05-01

### CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION AND DOCUMENTATION PROCEDURE

June 2001

- 05.01 Description
- 05-02 Equipment
- 05-03 Maintenance of Traffic
- 05-04 Safety
- 05-05 Procedures for Reducing Excessive Sewerage Flow
- 05-06 Documentation of Televised Sewer Inspection

**05.01 DESCRIPTION:** This item shall consist of furnishing all labor, material and equipment, as specified under this section, to complete closed circuit televising and documenting sewers of various sizes, as shown on the plans or as directed by the City Engineer.

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

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

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

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

#### **05.02 EQUIPMENT:** List of Equipment

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

of ½ inch and be recorded in the 2-hour mode. The videotape shall be of the long life, self lubricating type, produced under rigid quality control standards and provide the highest quality picture and sound.

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

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

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

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

05.025 Miscellaneous:

LEAVE BLANK

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

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

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

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

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

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

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

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

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

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

3. Bypass Pumping: When required, as noted above, the Contractor shall supply the

pumps, conduits, and other equipment to divert the flow of sewage around the sewer section to be televised. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm.

NOTE: When flow in a sewer is plugged, blocked or bypassed, the Contractor must sewer flow control operations do not cause flooding or damage to public or private property being served by the sewer system. The Contractor shall be solely responsible for any damages as a result of their actions.

#### **05.06 DOCUMENTATION OF TELEVISED SEWER INSPECTION:**

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

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

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

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

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

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

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

reversing the camera one or more times to catch a better view.

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

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

## 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

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### **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:  
\_\_\_\_\_

## 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, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for 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

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 - **SEE ORDINANCE 86/2009.**
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 bid documents for bidders' review and compliance.

JM/jc  
4/23/09  
1221

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

Referred to CLERK : JUD  
Donald E. Caser

6 2nd Reading 5/11/09

13 3rd Reading 5/18/09

PASSED: 5/18/09

Bill Bill  
Max

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 CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.01, Procedures to Determine Lowest and Best Bid 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 Contract" shall mean the following:

AMENDED \$100,000.00 A. Any new construction of any public improvement, the overall project cost of which is estimated to be more than ~~\$50,000.00~~ and performed by other than full-time employees of the City who have completed their probationary periods in 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 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, sewers, ditches, sewage disposal plants, water works and all 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 objectives, 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.  
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 anyone 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

PASSED May 16, 2007

PASSED May 16, 2007

ATTEST: May 18, 2007

Cynthia Amherst  
Clerk of Council

Donald G. Carr  
President of Council Pro Tem

APPROVED:

AM  
Mayor Pro Tem

TMB/car  
5/6/97  
2155

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

(2) 1st Reading MAY 12 1997

Referred to Jurisdiction

(16) 2nd Reading JUN 02 1997

3rd Reading JUN 02 1997

PASSED JUN 02 1997

*Mary M. Drillo*  
*James H. ...*  
*...*  
*...*  
*...*

Recorded in Volume \_\_\_\_\_ Page REC'D 5-30-97 8:00 A.M. SW

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.

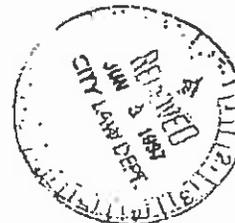
(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of ~~\$10,000.00~~, than the low dollar bid submitted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

\*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 ~~\$40,000.00~~ and which require bidding \$100,000.00 pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.



### **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.)

### **105.04 EMERGENCY CONTRACTUAL PROCEDURES.**

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

(d) Written reports shall to the extent possible:

- (1) Describe the nature of the emergency;
- (2) Provide the various alternatives being provided to correct the problem;
- (3) Name the appropriate department head charged with the responsibility of coping with the emergency;
- (4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;
- (5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;
- (6) Provide the estimate cost for such an undertaking if this information is available; and
- (7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(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.)

#### **105.12 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 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.

(Ord. 86-2009. Passed 5-18-09.)

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

- (1) Is a resident of the City and/or has its principal place of business in the City;
- and
- (2) Which has filed a City of Canton "Resident" Income Tax Return for the past two 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.

(Ord. 112-97. Passed 6-2-97.)

(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.)

## ADDITIONAL REQUIREMENTS AND/OR CONDITIONS

Notwithstanding any provision to the contrary, this Agreement shall be governed by Ohio Law.

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.

Once a contract has been fully executed by both parties, said contract shall be binding upon the parties' heirs, successors and assigns.

Supplier shall not assign or transfer any interest under this Agreement without the express written consent of Canton.

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.

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.

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.

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 days complete project \_\_\_\_\_

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)

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## 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/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).
- 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.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*



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

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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, financial services, 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	COUNTY	
HOME PHONE		WORK PHONE		

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

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

**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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- 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
- 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
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- 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
- 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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**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.

APPLICANT SIGNATURE X	DATE
--------------------------	------

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

## **Terrorist Exclusion List**

As of March 2009

### **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 (KGK, 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 (PFLP)
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)

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

**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-Hamali Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
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 Ed-Daawa 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-Daaoua 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)

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

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 Ihyia ul Turath; a.k.a. Jamiat Ihyia 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-Sabillillah 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)

**OHIO DEPARTMENT OF PUBLIC SAFETY**  
**Division of Homeland Security**

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)

# INDEX

INDEX

SUBJECTS BY SECTION

A		Cleaning Up During Progress and Completion of Work.....	48
Abandonment of Contract.....	33	Commencing Work, Time of.....	60
Absence of Engineer.....	26	Comparison of Bids, Basis of.....	10, 15
Acceptance of Work.....	70	Compensation, Claims for Extra.....	41, 44, 69
Access to Work.....	26	Compensation, Liability for Accidents and Workmen's.....	44, 68
Accident and Workmen's Compensation, Liability for.....	68	Complete Bid.....	5
Accounts, Attested.....	40	Completing Work, Time of.....	60
Additional Contracts.....	67	Condemned Materials, Removal of.....	26
Additional Materials and Labor.....	25	Condemned Work, Removal of.....	26
Additions to Plans and Specifications.....	37	Contract, Abandonment of.....	33
Advertisement.....	Page 1	Contract, Alterations or Modifications of.....	25
Affidavit, submission of.....	16	Contract, Assignment of or Subletting.....	24
Alterations or Omission of Plans and Specifications.....	37	Contract Bond, Amount of.....	13
Amount of Bonds.....	12, 13	Contract, Entering Into.....	13
Amount Retained.....	66	Contract, Extensions of Time for completion.....	25, 32, 39, 42, 50, 51, 60
Approval of Bonds.....	13	Contract, Forfeiture of.....	33
Approximate Quantities.....	40 - 48	Contract, Time of completion.....	60
Assignment of Contract.....	14	Contracts, Additional or Plural.....	67
Attested Accounts.....	40, 44	Contracts, Subsidiary.....	25
B		Contractor, Address of.....	Appendix C
Barriades, Safety Measures.....	34, 35, 45, 46	Contractor, Definition of.....	21
Bid, Complete.....	5	Contractor, Failure to Execute Orders to.....	23
Bid, Forfeiture of Deposit With.....	13	Contractor, Foreman or Superintendent.....	23
Bid, Informal.....	5	Contractor, Liabilities of.....	44
Bid, Withdrawal or Modification of.....	6	Contractor, Qualifications of.....	7, 20
Bidder's Bond or Certified Check.....	12	Contractor, Release of.....	24, 66
Bidder, Cause for Non-Award to.....	7, 8, 13, 18, 20	Contractor, Right to Supervise.....	51
Bidders, Instructions to.....	1-20	Contractor Shall notify.....	53
Bidders, to Examine Work.....	1	Crossing Street.....	46, 49
Bidders, Proposal Blanks.....	Appendix C	Crosswalks, Temporary.....	46
Bidders, Qualifications of.....	5, 6, 7, 8, 20	D	
Bids, Basis of Comparison.....	10, 15	Damages, Claim for.....	25, 42, 43, 44
Bids, Deposits Required With.....	12	Damages, Liquidated.....	61
Bids, How Made.....	1-20	Damages to Property.....	38, 43, 44, 45
Bids, Persons Interested.....	9, 11	Danger Signals and Barriades.....	45
Bids, Right to Reject.....	19	Days, Definition of.....	21
Bond, or Certified Check, Bidders.....	12	Decisions.....	21
Bonds, Amount of.....	13	Defective Materials, Removal of.....	26
Bondsmen or Sureties, Release of.....	24, 66	Defective Work, Removal of.....	26
Borings and Test Pits.....	44	Definitions, Director, Engineer, etc.....	21
Bridges, Temporary for Traffic.....	46	Delays, Claims for Damages for.....	42
C		Deposits Required with Bid.....	12
Causes for Non-Award or Rejection of Proposals.....	7, 8, 13, 18, 20	Deposit with Bid, Forfeiture of.....	13
Certificates, Bidder's Ability, Equipment and Pecuniary Resources.....	20	Detour Signs.....	45
Certified Check, Amount of.....	12	Director, Definition of.....	21
Checks Certified.....	12	Ditches and Trenches, Traffic Regulations.....	46
Chief Engineer, Definition of.....	21	Drawings, Alteration of.....	37
City, Definition of.....	21	Drawings, Errors.....	37
City, Claims for Liability.....	69	Drawings, Standard.....	72
City May Construct Sewers, Drains, etc.....	51	Driveways and Street Crossings.....	46
City, Ordinances and Laws.....	57	E	
City, Rights of.....	19, 40, 41, 44, 46, 48, 50, 51, 52, 54, 61, 64, 66, 67, 68, 70	Employees of Contractor.....	23, 31
City, Water, Use and Cost of.....	53	Engineer, Definition of.....	21
Claims for Damages.....	25, 42, 44, 69	Engineer, Absence of.....	21, 26
Claims for Extra Materials and Work.....	41, 69	Engineer, Duties of.....	26
		Estimates, How and When Made.....	64, 65
		Estimates, Final.....	65
		Estoppel, No.....	71

Examine Work, Bidders to .....	1
Excavation, Protection of Trenches, etc.....	56
Existing Surface Fixtures and Structures.....	49
Extra Compensation .....	41, 51, 59
Extra Materials and Work, Claim for.....	41, 51

F

Failure to Execute Orders to Contractor .....	23
Fire Department, Notification of.....	49
Fire Hydrants.....	46, 49
Final Measurements.....	63
Final Estimate.....	65
Fixtures, Existing Surface Structures and.....	49
Fixtures, Existing Sub-Surface Structures and .....	50
Foreman, for Contractor.....	23
Forfeiture of Deposit with bid.....	13
Forfeiture of contract.....	33
Footways, Maintenance of.....	46

G

Gas, and Other Pipes .....	49, 50
Gas and Water Valves.....	46
Grades, and Lines.....	29
Guaranty of Materials and Workmanship.....	70
Guaranty, Period of.....	70
Guaranty, Return of.....	66
Gutters, Kept Open.....	46

H

Hauling Materials on Paved Streets .....	47
Holidays and Sundays, Work on.....	27

I

Incompetent and Skilled Workmen .....	31
Informal Bid .....	4
Injunctions.....	39
Injuries, Liability of contractor for.....	44, 68
Inspection .....	26
Inspection, contractor Liable for Cost of.....	61
Inspectors, Definition, Duties, Power of, etc .....	26
Instructions to Bidders.....	1-29, 67, 72
Insurance.....	68
Interference with Surface Fixtures and Structures.....	49
Interference with Sub-Surface Fixtures and Structures.....	50
Interference with Other Work .....	49, 50, 51
Interference with Traffic .....	32, 35, 45, 46
Intersecting Streets, Work at.....	46

L

Labor, Claim for.....	44
Labor and Materials, Additional.....	25
Labor, Skilled .....	31
Landmarks and Monuments.....	58
Lands, Private.....	38
Last Payment to Terminate Liability of City.....	69
Lawn Spaces.....	34, 43
Laws and Ordinances.....	57
Legal Notice.....	Page 1
Liabilities of Contractor.....	29, 30, 33, 44, 68
Liability for Accidents and Workmen's Compensation .....	44, 68
Liability of City, Last Payment to Terminate .....	69
Lights, Red, etc.....	45
Lines and Grades.....	29

Existing Sub-Surface Fixtures and Structures.....	50
Expiration of Guaranty.....	70
Extension of Time.....	25, 32, 39, 42, 50, 51, 60
Liquidated Damages.....	61
List of Plans .....	72
Location of Work, Major Details and List of Plans .....	72

M

Maintenance.....	46, 49, 52
Materials, Approval of.....	26
Materials, Rejected.....	26
Materials, Delivered on Work, Storing of.....	34, 46
Materials, Claims for.....	44
Materials, Tools, etc., Storing During Suspension .....	35
Materials, Ownership of Old.....	36
Materials and Work, Extra Claims for.....	41, 51
Materials, Hauling on Paved Streets.....	47
Materials and Workmanship, Guaranty of.....	70
Materials and Labor, Additional.....	25
Materials, Inspection of.....	26
Materials, Prices Include.....	59
Materials, Qualifications .....	26
Materials, Removal of Surplus .....	48
Measurements, How Made.....	63
Minority Provisions.....	Appendix B
Monuments and Landmarks .....	58
Modification or Withdrawal of Bid .....	6
Modification of Contract.....	25
Monthly Estimates .....	64

N

Night Work.....	27
Non-Award, Causes for.....	7, 8, 13, 18, 20
Notice, Legal.....	Page 1
Notice to Commence Work.....	30, 60
Notice to Stop Work.....	32, 33
Notifying Fire Department .....	49
Notifying Water Works Department.....	49
Notifying Public Utilities.....	49
No Estoppel .....	71

O

Old Materials, Ownership of.....	36
Omissions or Errors in Plans or Specifications.....	37
Omission, Claims for Damages for.....	42
Order of Procedure of Work.....	30
Orders to contractor.....	23
Ordinances, laws and .....	57
Other Work, Interference With.....	51
Ownership of Old Material.....	36

P

Patents, Liability of Contractor for .....	44
Paved Streets, Hauling Materials on .....	47
Payments, Partial or Estimates .....	64
Payments, Final.....	65
Payment, Last to Terminate Liability of City.....	69
Period of Guaranty.....	70
Persons Interested in Bid.....	9, 11
Pipes and Drains, Existing.....	50
Plans and Profiles, Alterations and Errors in .....	32
Plans, Profiles and Specifications.....	37
Plans, Profiles and specifications, Additions to .....	37
Plans, List of.....	72

Plans, submission of by Bidder.....	16
Prevailing Wages.....	Appendix A
Prices, How Stated.....	4, 5
Prices, What to Include.....	59
Private Property, Protection.....	38
Private Right-of-Way.....	38
Procedure of Work, Order of.....	30
Profiles, Plans, and specifications.....	37
Profiles and Plans, Alterations and Errors In.....	37
Puddling Trenches, Ditches and Other Excavations.....	53

Q

Qualifications of Bidder.....	5, 6, 7, 8, 20
Qualifications of Sureties.....	13
Quantities, Statement of Approximate Proposal.....	Appendix C
Quantities, Change In.....	15, 42
Quantities, Final Measurement.....	63

R

Red Lights, etc.....	45
Regulations, Traffic.....	46
Reinforcing Steel.....	Page 26
Rejection of Bid, Causes for.....	7, 8, 13, 18, 20
Rejection of Bid, Right.....	19
Release of Contractor, Bondsman or Surety.....	24, 66
Release of Liability of City.....	65
Reletting Contract.....	33
Removal of Defective Work and Materials.....	26
Repairs, Special.....	52
Repairs During construction.....	26
Repairs During Guaranty Period.....	70
Retainer, Amount and Period.....	66
Right of Way, Private.....	38
Right to Supervision by Contractor.....	51
Right to Reject Bids.....	19
Rights of City.....	19, 40, 41, 44, 46, 48, 50, 52, 54, 61, 64, 66, 67, 68, 70
Roadway, Temporary.....	46
Royalties, Patented Articles and Machinery.....	44
Rubbish, Removal of.....	48

S

Safety Measures, Barricades, etc.....	34, 35, 45, 46
Sanitary Regulations.....	55
Samples.....	62
Samples, Submission of.....	16
Season for Doing Work.....	28
Settlements, Defects, etc.....	70
Sewers and Ditches, Traffic Regulations.....	46
Sewers, Drains, etc., City May construct.....	51
Sewers, Use of Before Completion.....	54
Shut-Offs.....	46, 49
Signal Lights.....	45
Signs, Detours and "Street Closed".....	45
Skilled and Incompetent Workmen.....	31
Special Provisions.....	Page 26
Special Repairs.....	52
Specifications, Plans and Profiles.....	37
Specifications, Plans and Profiles, Alterations or Omissions.....	37
Specifications, Plans, Profiles, Additions to.....	37
Specifications, State of Ohio.....	Page 25
Specifications, Supplemental.....	Page 25
Stakes, Settings, etc.....	29
Standard Drawings.....	72
Starting and completing work.....	60

Progress of Work.....	33
Property, Damages to Public and Private.....	38, 43, 45
Proposal Blanks.....	Appendix C
Proposals, How to Make and What to include.....	1 to 20 inclusive
Proposals, Opened and Read.....	14
Protection of Property, Public and Private.....	38
Protection of Trench and Excavation.....	56
Public Utilities, Crossings, etc.....	49, 50

Statements, Submission of.....	16, 20, 44
Steel Reinforcement.....	Page 26
Storing Materials Delivered on Work.....	34, 46
Storing Materials, Tools, etc., During Suspension of Work.....	35
Streets, Hauling Material on Paved.....	47
Stopping Work.....	32, 35
Structures, Surface Fixtures, Existing.....	49
Structures, sub-Surface Fixtures.....	50
Sub-Letting or Assignment of Contract.....	24
Subsidiary contracts.....	25
Sub-Surface Fixtures and Structures.....	50
Sundays and Holidays, Work on.....	27
Superintendent for Contractor.....	23
Supervision by contractor, right to.....	51
Supplementary Agreements (see Subsidiary Contracts).....	25
Surety, Release of.....	24
Surface fixtures and Structures, Existing.....	49
Surplus Materials.....	36, 48
Suspending the Work.....	32, 35

T

Temporary Bridges.....	46
Test Pits or Borings.....	44
Time, Extension of.....	25, 32, 39, 42, 50, 51, 60
Time for Doing Work.....	27
Time of Guaranty.....	70
Time of Commencing.....	60
Time Required for Completion, Proposal.....	Appendix C-2
Tools, Materials, etc., Storing During Suspension.....	35
Traffic Regulations.....	46
Transfer of Contract.....	24
Trenches and Excavations, Protection of.....	56

U

Use of City Water.....	53
Use of Sewers Before Completion.....	54
Utilities, Public, Crossings, etc.....	49, 50

V

Valves, Gas and Water.....	46, 49
----------------------------	--------

W

Watchman.....	45
Water, Use of City Supply and Cost of.....	53
Water Mains and Services.....	49, 50
Weather Conditions.....	28, 32
Withdrawal of Bids.....	6
Work, Abandonment of.....	33
Work, Acceptance of.....	70
Work, Access to.....	26
Work, Cleaning Up During Progress and on Completion.....	48
Work, Completion of.....	60
Work, Defective.....	26
Work, Definition of.....	21
Work, Extra Claims for.....	41, 51

Work, Inspection of .....	26
Work, Interference with, Other .....	51
Work Location of.....	72
Work, Maintenance of during construction.....	59
Work, Order of Procedure.....	30
Work, Protection of .....	55
Work, Re-Letting and Sub-Letting .....	24
Work, Removal of Defective .....	70
Work, Repairs During Guaranty Period .....	70
Work, Starting and Completing.....	60

Work, Sundays and Holidays .....	27
Work, Progress and Delays .....	33
Work, Suspending the.....	32
Work, Time for Doing.....	27
Work, to be Done.....	72
Working Season .....	28
Workmen, Incompetent and Skilled.....	31
Workmen's Compensation, Liability for Accidents .....	68
Workmanship, Guarantee of, and Materials.....	70

# APPENDIX

## A

### Prevailing Wages

This project will utilize Ohio Prevailing Wage Rates.

# 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: WAYNESBURG DRIVE SE SANITARY SEWER REHABILITATION,  
G.P. 1137

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 \_\_\_\_\_



**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													
<b>TOTAL</b>													
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  
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 and State are 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 may be subsurface and aerial utility relocation due to conflicts with this project. The Contractor will relocate storm utilities, sanitary sewer utilities and water utilities in accordance with the project plans and specifications.

Electric Utilites – AEP has existing overhead transmission lines. Contractor may be working within AEP easements. All precautions must be utilized to avoid contact with the overhead lines.

Telephone Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Cable Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Natural Gas Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Water Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Storm Utilities – An existing 48" diameter CMP culvert pipe will be removed and replaced under this contract. See Plan Sheet 8 of 10.

# APPENDIX

## E

### 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 Waynesburg Drive SE Sanitary Sewer Rehab., G.P. 1137 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 bid and the bidder herewith certifies 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 within 120 calendar days.

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 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

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Bidder

	ODOT Item No./ Ref. No.	Description	Unit	Est. Quantity	Unit Cost	Total Cost
1	623	CONSTRUCTION STAKING	LUMP	1		
2	SR - 1	18" PVC SDR-26 SANITARY SEWER WITH CONCRETE ENCASEMENT	L.F.	50		
3	SL - 1	18" SANITARY SEWER LINING - C.I.P.P., AS PER PLAN (SPECIFICATIONS 02957)	L.F.	172		
4	BP-1	TEMPORARY BYPASS PUMPING (SEWER), AS PER PLAN	LUMP	1		
5	614	MAINTENANCE OF TRAFFIC	LUMP	1		
6	603/RC-1	REMOVE AND REPLACE STORM SEWER	L.F.	24		
7	SPECIAL	BYPASS PUMPING (STREAM)	LUMP	1		
8	SPECIAL	STORMWATER POLLUTION PREVENTION PLAN, CREEK/STREAM DIVERSION & TRENCH DEWATERING, AS PER PLAN	LUMP	1		

Resin Type (Circle One): Polyester npg

Orthothalic

Vinylester

Tube Type (Circle One): Fiberglass (cured with Ultraviolet Light)

Felt (cured with hot water)

Liner Thickness: \_\_\_\_\_

Note: Attached additional technical information as required in Section 02957 – Sewer Lining.

TOTAL BID \$ \_\_\_\_\_

For informational purposes only, total unit prices will govern.

APPENDIX

G

Project Sign

(NOT REQUIRED)

