

Canton, Ohio

**CANTON CITY
ENGINEERING DEPARTMENT**

**Construction
Contract and Specifications**

===== FOR =====

55st Street NE Storm Sewer Project

GENERAL PROJECT 1125

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LEGAL NOTICE

The Director of Public Service of the City of Canton, Ohio will accept sealed bids at the City's Contract Office until 2:00 p.m. **September 10, 2013** for the

GP 1125, 55th St. NE Storm Sewer Project,

as according to specifications posted at <http://cantonohio.gov/engineering/?pg=507>. The Contract Office is located at 218 Cleveland Ave. S.W., 6th Floor, City Hall Building, Canton, OH 44702. The Engineering Department at 2436 30th St. N.E. is holding the plans and specifications on file.

Please be advised that the City will hold the Bid Opening in the conference room located on the sixth floor of the City Hall building. The City will disqualify all bids not submitted on or before 2:00 p.m. on the day of the Bid Opening will be disqualified. The City will be open and publicly read immediately after the expiration of the time for filing such bids.

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

The estimated construction cost for this project is **\$1,400,000.00**

Each bidder must submit evidence of its experience on projects of similar size and complexity. The bidder must use the proposal blanks provided in the bid package for submitting bids. The City will not accept any other submittals.

Each bid must contain the name of every person or company interested in the same. A certified check, cashier's check, or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, must accompany the bid. The bond or check must be 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 for ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid.

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

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. The City will not consider bids containing an escalator clause.

Bidders must obtain specifications, and proposal blanks to be eligible as a responsive bidder. Potential bidders may obtain specifications and proposal blanks at the <http://cantonohio.gov/engineering/?pg=507>. It is the bidders' responsibility to secure the correct documents needed to bid.

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/or 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.

Authorization is by order of William Bartos, Canton City Service Director.

Published in the Repository: August 26 and September 2, 2013

NOTICE TO CONTRACTOR

Please be advised that this contract is scheduled for completion 194 working days (Including the period from December 1, 2013 through April 1, 2014) after the, "Notice to Proceed" is issued by the City. The contractor must embrace and start the project within ten days form the receipt of the, "Notice to Proceed" unless otherwise authorized in writing by the city. There is an interim completion date for May 9, 2014. All work between Plain Center and the East End of the project must be complete by this date. The city has set liquidated damages at \$1000 per day for both the interim completion date and the project completion date.

Each bidder must submit an "affirmative action plan" and/or "EEO Policy." Bidder must read all EEO and MBE requirements. Please submit a request for waiver on company letterhead if you cannot meet the requirement. Enclose the company EEO policy. An EEO policy statement form is included if you do not have a formal policy.

THE CONTRACTOR MUST COMPLETE THE LETTER OF ACCENT FOR THE PROJECT LABOR AGREEMENT (PLA). The PLA is located in Appendix H of this book. The letter of accent is located in Appendix 1 of the PLA.

The Director of Public Service reserves the right to waive/accept any technical defects in the submission of documentation for this bid.

Bidder must review and comply with the, "Conditions of the Nationwide Permit" in Appendix G.

PLEASE ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE REQUIREMENTS BY SIGNING BELOW.

DATE

SIGNATURE

Instruction to Bidders

The bidder must download the complete bid package as advertised, including any blank pages. You must submit the bid package for the bid. Double-sided prints are required. (Note: Single-sided printing will result with several pages printed blank. Be sure to select double-sided in the print settings of the printer.) Use a two-hole punch; punch the holes on the left side of the book. Submit the bid package with a removable cover. Use blue ink for all signatures.

Bidders must examine, before submitting their bids, the specifications and form of contract. There may be changes in the specifications from those previously used; the City presumes that a bidder has read and fully understands each clause embodied in this contract. Any information derived from the Engineer's office will not relieve the Contractor from any risks or from fulfilling all of the terms of this contract.

It is the bidders' responsibility to revisit this website for any updates or changes until date and time of the bid opening. Please, send email to steve.henderson@cantonohio.gov if you intend to bid the project. I will send any updates to you via email. However, it does not release you from checking the website for updates.

All written addenda issued by the Engineer will become part of the Contract Documents. All bidders shall be bound by such addenda, whether received or not received by the bidder (the addenda will be posted on the website). The City will not consider any oral or telephonic modifications of the Contract Documents.

The owner reserves the right to reject bids or waive any informality or irregularity in any bid received. Failure to complete/submit all documentation may result in the bidder being determined as non-responsive. The Director shall make the final decision in this matter.

The City will permit the bidder to include additional or supplemental attachments. The bid must be sealed, and addressed to the Service Director of the City of Canton, Contract Office – 6th Floor, 218 Cleveland Avenue S.W., P.O. Box 24218, Canton, Ohio 44701-4218, Attn: Randall Dublikar and write on the envelope, "Proposal for the GP 1125 55th St. NE Storm Sewer Project", and must be deposited with all papers bound.

Place bid bond or check, bid sheets, and EEO/MBE documentation inside the cover bid package submitted. Provide copies of the bid bond and EEO/MBE documentation punched and inserted into the bid package in Appendix B. Place copy of the bid sheets in Appendix I.

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.

The successful bidder, to whom the City may award the contract, shall be required to execute the contract, and furnish a surety 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.

The Service Director reserves the right to reject any bids. Furthermore, the Service Director has the right to waive any informality or irregularity of any bid received.

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 City is instructing the Contractor to base the project schedule upon a 5-day workweek, Monday through Friday from 8:00 am to 4:30 pm except on City recognized holidays; this is the “standard schedule”. The Engineer may direct the Contractor to work outside of the standard schedule to save life or property or in case of emergencies. If the Contractor wishes to work outside of the standard schedule, the Contractor must submit this request in writing to the Engineer. The Engineer will review nonstandard scheduling and approve/deny the request. The Engineer will base his approval/denial upon benefit to the project, benefit to the City, and necessity to facilitate Contractor operations. Contractor must make special provisions for project inspection for nonstandard schedules and will be required to pay for all costs associated with inspection for approved nonstandard schedules. This includes both City personnel as well as consultants representing the City. The Engineer shall determine method of payment when the need arises. (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. (See also Section 60).

(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. See Change Order Policy in the Appendices for more information.

(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. See Claims Management Policy in the Appendices for more information.

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

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

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

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

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

(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. This shall include all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.

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

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

The number of days allowed for the completion of the work in this contract shall be 194 standard schedule working days from the Notice to Proceed date.

Work is not to be suspended from December 1st to April 1st. Contractor will be responsible for either maintaining a suitable pavement surface, i.e., asphalt, concrete or low-strength mortar, or assume snow/ice removal for all areas affected to the satisfaction of the City. Payments or compensation will not be made to contractor for re-mobilization, equipment overhead, etc. resulting from weather-related work suspension. Contractor is responsible for any additional costs due to weather-sensitive construction, such as, but not limited to, protecting concrete from freezing, heating of water as needed, etc. as well as insuring that all materials used satisfy appropriate specifications such as, but not limited to, asphalt temperature specifications, non-frozen backfill material, etc.

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

(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 amount of One-thousand Dollars (\$1000.00) for each day by which the Contractor shall fail to complete the work, or any part (including Interim) thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

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

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

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

(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. The reimbursement rate will be one hundred (100) percent of such estimates after the project is fifty (50) percent completed. **The City will not make payment 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 for pay, the Contractor shall, whenever requested by the Engineer, provide scales, equipment and assistance for weighing or for measuring such materials.

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

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

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

(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 Engineer. The contractor shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Engineer, be sufficient for the proper prosecution of the work.

(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. The Contractor shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any 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.

DETAILED SPECIFICATIONS

(72) The following specifications shall apply in conjunction with the General specifications. In case of a conflict between the General and Detailed specifications, the Detailed Specifications shall take precedence.

(72.1) **Description of Work:** This project consists of constructing 4800 l.f. of storm sewer main, 5900 l.f. of new curb and gutter, 29,000 s.f. of sidewalk, 3600 s.f. of vinyl sheeting wall and new asphalt pavement from Market Ave. N. east to the City Corporation Line.

(72.2) **Applicable Specifications:** All materials and work shall conform to State of Ohio, Department of Transportation 2010 Construction and Materials Specifications (CMS) in conjunction with applicable City of Canton standard specifications and project specific specifications included herein.

(72.3) **Asphalt Concrete:** Contractor shall submit applicable approved JMF for acceptance by the Engineer prior to use. Associated reports and daily plant production reports shall be submitted. Asphalt delivery tickets shall include JMF number. Contractor must supply the Engineer with applicable tons-to-cubic yard conversion factor, prior to paving.

(72.4) **Maintaining Traffic:** Maintenance of traffic shall be the responsibility of the contractor and incidental to the contract price. Temporary traffic control shall conform to all applicable City and State standards. See the plans for additional details.

(72.5): **ITEM SPECIAL – VINYL SHEET PILING**

1.0 Acceptable Manufacturers

Sheet piling supplied for the project shall be manufactured by the following entity, with proven experience, quality control, availability, production capability, and unencumbered by licensing and patent restrictions:

Crane Materials International

4501 Circle 75 Parkway
Suite E-5370
Atlanta, GA 30339
Phone: 770-933-8166
Fax: 770-933-8363

1.1 Physical Characteristics

Sheet piling supplied for the project shall meet or exceed all required physical characteristics as defined below:

1.1.1 Sheet Pile Material

All sheet piling shall be manufactured entirely from a rigid, high impact, UV-inhibited, weatherable vinyl compound. All exposed surfaces of the sheet piling shall be UV resistant, and comprised of virgin material with a minimum ASTM D4216 Cell Classification of 1-42443-33 to ensure reliable

performance and color consistency. If mono-extrusion technology is used, the entire sheet pile must be comprised of virgin material with a minimum ASTM D4216 Cell Classification of 1-42443-33.

1.1.2 Section Modulus

The section modulus of the sheet piling shall be no less than **20.5** in³ per linear foot of wall.

1.1.3 Moment of Inertia

The moment of inertia of the sheet piling shall be no less than **45** in⁴ per linear foot of wall.

1.1.4 Thickness

The sheet piling must have a minimum thickness of **0.25** inches (flange) and **0.24** inches (web).

1.1.5 Depth

The sheet piling must have a maximum section depth of **7.0** inches to prevent web buckling.

1.1.6 Coverage & Interlocks

The sheet piling must have a minimum width of **24** inches per sheet resulting in a maximum of **4** interlocks per 8 (eight) linear foot of wall.

1.1.7 Locking System

All male interlocks must incorporate I-Beam Lock reinforcement to resist lock separation and decrease seepage.

1.1.8 Surface Finish/Appearance

The sheet piling must be **textured gray or clay** in color. Color samples to be approved by the engineer.

1.2 Approved Equals

Alternate products or manufacturers may be used, provided they have products in service for applications similar in scope and function to this project that meet or exceed all the performance requirements of this specification.

Alternate manufacturers shall provide no less than five (5) references for projects similar in scope and function and which have been in service for no less than one (1) year, which shall include the following:

- Detailed project description & location
- Completion Date
- Name and address of owner

Alternate manufacturers must submit all documentation (references, spec sheets, etc.) and one (1) physical sample for each product requested for approval by the OWNER no less than ten (10) days prior to bid.

(72.6): Central Storm Water Quality Device

HANCOR STORM WATER QUALITY UNIT PRODUCT SPECIFICATION

Scope

This specification describes 36- through 60-inch (900 to 1500 mm) Storm Water Quality Units for use in on-site point source storm water treatment applications.

Requirements

Storm Water Quality Units shall have a smooth interior and annular exterior corrugations. The unit shall have at least three containment zones, each zone separated from the next by use of a weir or baffle plate. Weir and baffle plates shall be welded at all interfaces between the plate and water quality unit. First weir plate shall incorporate a saw tooth design and shall be reinforced with stiffeners positioned horizontally on the downstream side of the plate to be retained.

Storm Water Quality Units shall provide adequate clean-out and inspection access.

Joint Performance

Connections for the bypass line and the unit shall utilize the same joint quality as specified for the main storm sewer pipe. Couplers for the bypass line may be either split couplers, in-line bell couplers, snap couplers, bell-bell couplers, or welded bell couplers.

Material Properties

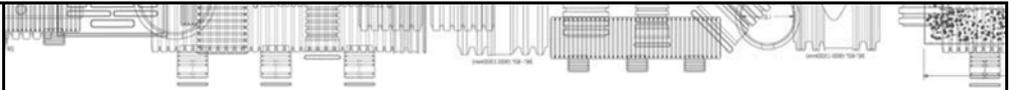
Virgin material for pipe & fittings used to produce Storm Water Quality Units shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500mm) diameters as defined and described in the latest version of ASTM D3350. The virgin pipe material shall be evaluated using the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively. All smooth baffle and weir plates shall be high density polyethylene.

Installation

Installation shall be in accordance with the Hancor recommended installation guidelines, utilizing a Class I (ASTM D2321) structural backfill material or flowable fill (CLSM –Controlled Low Strength Material). Contact your local Hancor representative or visit www.hancor.com for the latest installation instructions.

Performance

Storm Water Quality Units shall remove a minimum of 80% of the first flush total suspended solids (TSS) based on flow rates and corresponding sieve sizes shown in Table 1. Storm Water Quality units shall be installed “offline” to prevent re-suspension of solids in high flow situations. Offline installation shall be constructed utilizing a Hancor By-Pass structure. Flow through the unit shall be controlled by an orifice fabricated on the outlet end of the structure.



INSTALLATION GUIDE

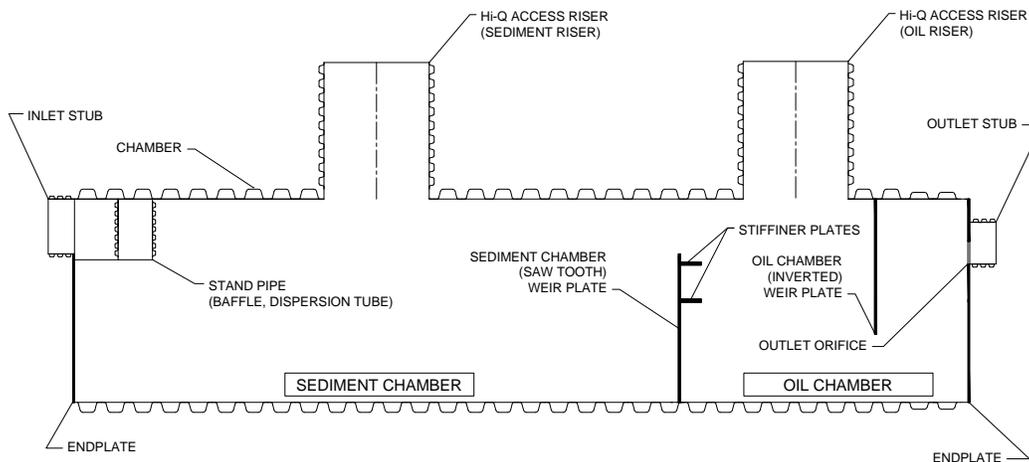
Storm Water Quality Units – Maintenance & Inspection

IG 2.02
October 2008

Description / Basic Function

The Hancor Water Quality Unit harnesses the proven concepts utilized in municipal sewage treatment systems and transforms it into a compact Water Quality Unit.

The unit is ideal for storm water applications including gas stations and fast food restaurants; this system gives you a highly effective BMP solution to meet EPA requirements.



Risers

The Hancor Water Quality Unit consists of two risers. A 24" riser is centered over Sediment and Oil Chambers. These two risers provide access to the individual chambers of the Storm Water Quality Unit for maintenance and inspection. Entry into the WQU should be considered an OSHA confined space and appropriate guidelines should be followed.

Maintenance Overview

The purpose of maintaining a clean and obstruction free Water Quality Unit is to ensure the system performs its intended function. A build up of debris in excess of the design storage volume could reduce the efficiency of the system.

A company specializing in such activities should perform inspection and maintenance of the Water Quality Unit.

Inspection / Maintenance Frequency for the Hancor Water Quality Unit

- Inspected quarterly (4 times a year) and after major storm events.
- Cleaned (pumped and pressure washed) a minimum of once a calendar year
- Site or surrounding site conditions may require more inspections and maintenance



Inspection

An inspection should be performed when the system is installed. This allows the owner to measure the invert prior to accumulation of sediment. This survey will allow the monitoring of sediment build-up without entering the system, thereby eliminating the need for confined space entry. Documentation of pre-inspection data should be captured.

Procedures

1. In the By-Pass Structure inspect for blockage. Inspect the diversion structure and weir for damage and sediment buildup. Any damage should be repaired and sediment should be removed as required.
2. On the Water Quality Unit, locate the risers. The risers will be 24" in diameter.
3. Remove the lid of each riser. It is recommend that this be done one at a time so an open riser is not left exposed during inspection or maintenance of the other risers.
4. In the 24" riser over the Sediment Chamber, inspect the amount of floatable debris. Then measure the sediment buildup with a measuring device such as a Sludge Judge® Also inspect that the inlet pipe does not have any blockage. Blockage inspection is better suited after unit is vacuumed. Any confined space entry would be done through this riser and OSHA requirements must be followed.
5. In the 24" riser over the Oil Chamber, measure / inspect the oil depth.
6. Inspect structure and components for any damage.
7. Replace all riser lids.

Maintenance

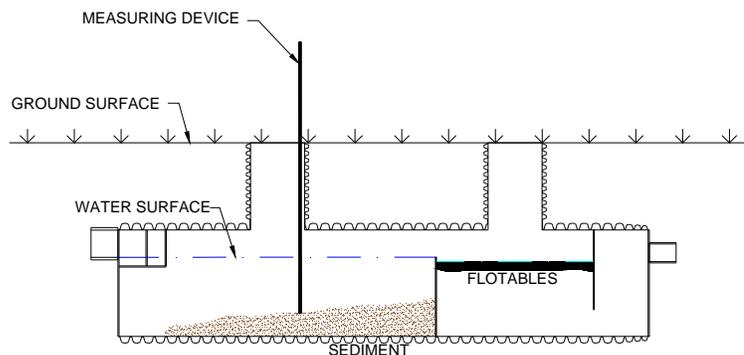
Cleaning should be performed if ***sediment volume has reduced the storage area by 20% or if the depth of sediment has reached approximately 25% of the diameter of the structure (See Table 1 for cleanout depth information).*** Furthermore, the system may need cleaning in the event a spill of a foreign substance enters the unit.

Inspection Procedures (Measuring Sediment Depth)

1. Lower measuring device into sediment riser of unit.
2. Read measurement at ground surface.
3. Subtract the current measurement reading from the distance between the ground surface to the invert of the SWQU (obtained when unit was first installed or is clean).
4. Compare calculated difference to the respective value in Table 1. If resulting value is equal to or greater than the respective value on the Table 1, maintenance shall be performed. The figure below illustrates the inspection procedure.

Table 1
Sediment Depth at Cleanout

Model Number	Diameter (jn)	Sediment Depth (in)
3620WQ	36	9
3640WQ	36	9
4220WQ	42	10
4240WQ	42	10
4820WQ	48	12
4840WQ	48	12
6020WQ	60	15
6040WQ	60	15

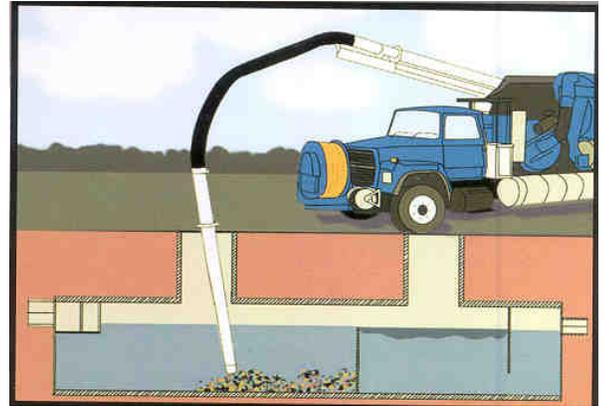




Cleaning Procedures

1. Insert vacuum hose into By-Pass Structure and pump out. Inspect By-Pass Structure for any damage.
2. Insert vacuum hose into 24" riser and pump out the Sediment Chamber. Pressure wash this Chamber if needed. Inspect for any damage. Inspect the inlet pipe for any blockage. Also inspect weir plate for damage.
3. Insert vacuum hose into other 24" riser. This will pump out the Oil Chamber. Inspect for any structural damage. Pressure wash this Chamber if needed.
4. Refill water quality unit with water.
5. Replace all riser lids.

The owner or operator is responsible for meeting all federal, state, and local laws and regulations during the maintenance and cleanout operations.



Material Disposal

Owners are responsible for complying with all federal, state, and local regulations when disposing of material collected from the storm water quality unit. Water and sediment from cleanout procedures should not be dumped into sanitary sewer.



INSTALLATION GUIDE

Storm Water Quality Units

IG 2.01
October 2008

Hancor polyethylene products and a well-constructed backfill envelope work together to support soil and live loads. Although backfill has special significance in applications involving high loads, it is important to take reasonable precautions during any pipe installation. Correct installation will ensure long-term trouble-free service for all types of pipe systems.

The recommendations presented here detail how to correctly install Storm Water Quality Units. Installation with proper backfill materials, compaction levels, and placement procedures are essential to achieve long term system performance. These recommendations assume the drainage designer used design criteria available from ASTM D2321 and Hancor. The designer should discuss installations involving conditions not covered by that document (poor soils, high loads, or other factors that may affect the performance of the system) with Hancor Regional Engineers or Application Engineering through the nearest manufacturing location.

Backfill Material Selection

- Structural backfill material must be a Class I material described in Table 1.
- Native soil meeting class II, III, or IVA, as described in Table 1, are NOT acceptable initial backfill materials. However, they may be used as final backfill once the initial backfill is placed and compacted.
- Class I materials shall be compacted to a minimum Standard Proctor Density of 95%.
- In regions where Class I backfill material may not be readily obtainable, flowable fill may be a suitable alternative. Where flowable fill is used, precaution must be taken to prevent flotation during installation.

Table 1
Acceptable Backfill Material and Compaction Requirements

Description	Soil Classification		Minimum Standard Density (%)	Maximum* Compaction Layer Height (in.)
	ASTM D2321	ASTM D2487		
Flowable Fill	n/a	n/a	Dumped	**
Graded or crushed stone Crushed gravel	Class I	-	Compacted	12 (0.3m)
Well-graded sand, gravels, and gravel/sand mixtures; Poorly graded sand, gravels and gravel/sand mixtures; little or no fines	Class II	GW GP SW SP	Material Not Recommended	
Silty or clayey gravels, Gravels/sand/silt or gravels and/clay mixtures, silty or clayey sands, sand/clay or sand/silt mixtures	Class III	GM GC SM SC	Material Not Recommended	
Inorganic silts and low to medium plasticity clays; gravelly, sandy, or silty clays; some fine sands	Class IVA	ML CL	Material Not Recommended	
*Layer Heights should not exceed one-half the pipe diameter. Layer heights may also need to be reduced to accommodate compaction method.				
**Where flowable fill is used, precaution must be taken to prevent flotation.				

NOTE: These recommendations are general in nature and are not meant to be specific. Consult a geotechnical engineer for project specific design and installation recommendations.

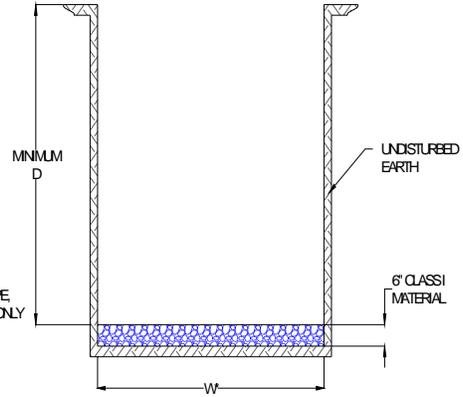


Trench Construction

- Trench or ditch should be just wide enough to place and compact backfill around the entire pipe. A minimum width of OD + 36" but no greater than OD + 72" is recommended. *Trench width does not account for the bypass pipe, this estimate is for the main unit only.*
- As with any pipe, groundwater or seasonal high water tables may impede installation. De-watering is necessary for safe, efficient installation.

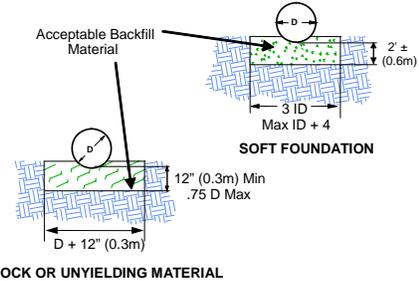
HANCOR UNIT SIZE	MINIMUM D	MINIMUM W
36" (900mm)	4.5 (1.37M)	6.5 (1.98M)
42" (1060mm)	5.0 (1.52M)	7.0 (2.13M)
48" (1200mm)	5.5 (1.68M)	7.5 (2.29M)
60" (1500mm)	7.5 (2.29M)	8.5 (2.59M)

* DOES NOT ACCOUNT FOR BYPASS PIPE. THIS ESTIMATE IS FOR THE MAIN UNIT ONLY.



- Trench or ditch bottoms containing bedrock, soft muck or refuse, or other material unable to provide long-term pipe support are unacceptable.
- If a firm foundation is exposed, replace excavated material with acceptable backfill and compact as shown.

- Remove rock or unyielding material 1-foot (0.3m) below grade and 6" (0.15m) on either side of pipe.*
- Excavate soft areas approximately 2 feet (0.6m) below grade and three times pipe width.*
- If soft area remains after excavation or if native soil can migrate into backfill, use synthetic fabric (geotextile) to separate native soil from backfill.*



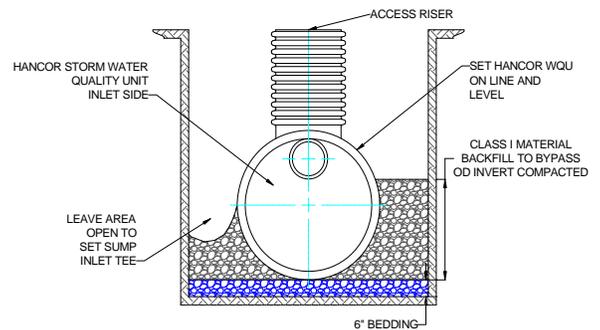
*These recommendations are general in nature and are not meant to be specific. Consult a geotechnical engineer for project specific design and installation recommendations

- For a flat bottom trench, the middle of bedding equal to 1/3 the pipe OD shall be loosely placed while the remainder shall be compacted in accordance with Table 1.

Backfill Envelope Construction

Placing Unit and Initial Backfill

- Utilize care when lowering unit into the trench. Handle using nylon slings and two pick points. Do not use slings around risers.
- Place and compact Class I backfill in layers to meet requirements of Table 1.
- When the unit consists of two sections, place the downstream section first. Properly lube the bell and spigot to connect and home the remaining section.



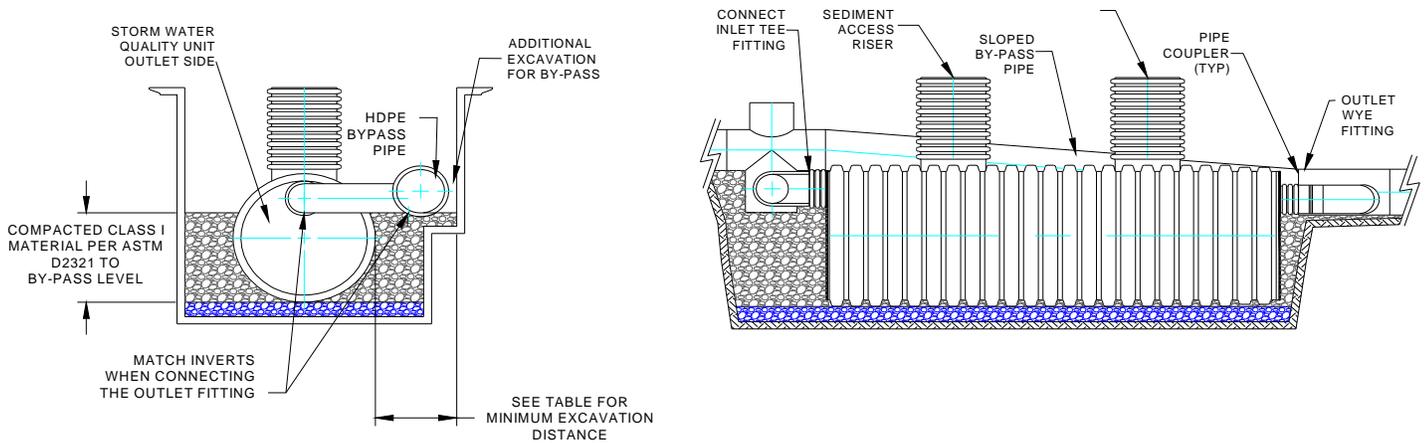


Connecting the Bypass

- Start on the downstream end by connecting the outlet fitting – be sure to match the inverts of the unit outlet and bypass pipe.
- The bypass pipe of the Hancor SWQU is designed to convey the peak storm water flow of the storm line. For example, at a 1% slope, peak flow rates for the bypass are as follows:

Diam. (in)	CFS	L/S	Diam. (in)	CFS	L/S
12	4	100	36	72	1900
15	7	190	42	110	2900
18	11	300	48	160	4200
24	24	660	60	280	7600
30	44	1200			

- Bypass fittings can be connected using the same couplers as the main storm sewer pipe. Couplers may be split couplers, gasketed split couplers, bell-bell couplers or welded couplers.



- Place and compact initial backfill in layers around pipe to at least 12" (0.3m) above the crown as shown.
- Avoid impacting pipe or separator unit with compaction equipment.

Backfill Around the Unit and Bypass

- Distance from outside diameter of SWQU (trench side) to bypass outer trench wall are provided in the following table (see detail above for distance reference):

Bypass Pipe Diameter, in (mm)								
12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
41 (1041)	44 (1118)	49 (1245)	56 (1422)	64 (1626)	71 (1803)	78 (1981)	85 (2159)	100 (2540)

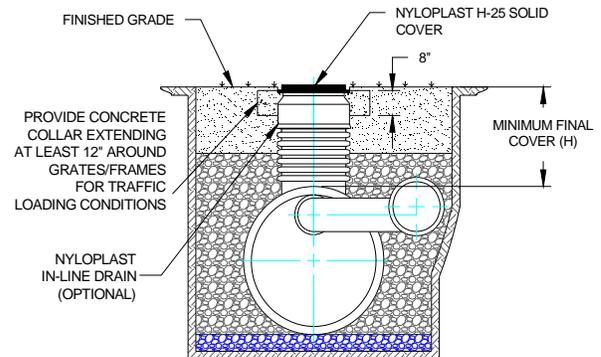
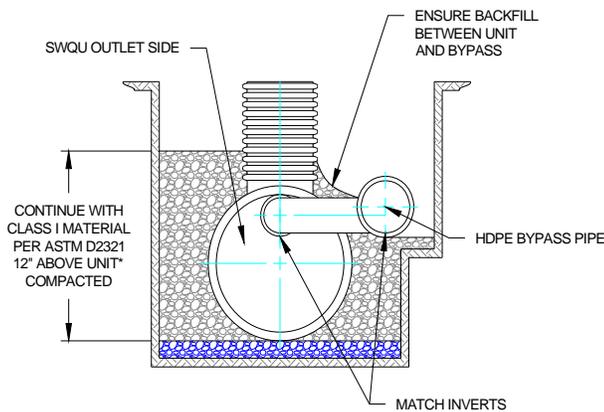
- Continue backfill with Class I material to 12" above the Water Quality Unit (24" for 60" units).
- Place and compact initial backfill in layers around pipe to at least 12" (0.3m) above the crown.



- Avoid impacting pipe or separator unit with compaction equipment.
- Final backfill and compaction should be appropriate for anticipated loading.
- Fill unit with water to the top of the sediment weir plate once backfill is placed and compacted 12" above the unit.

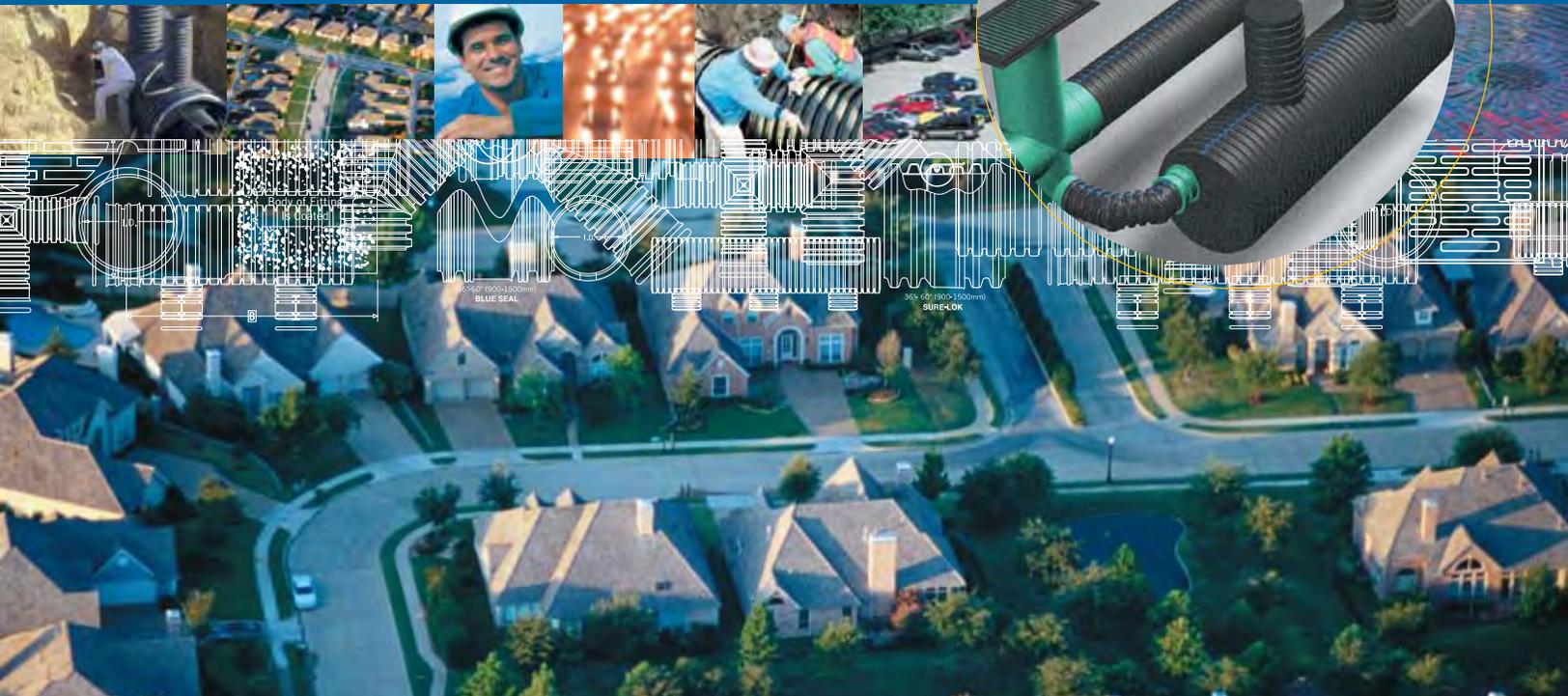
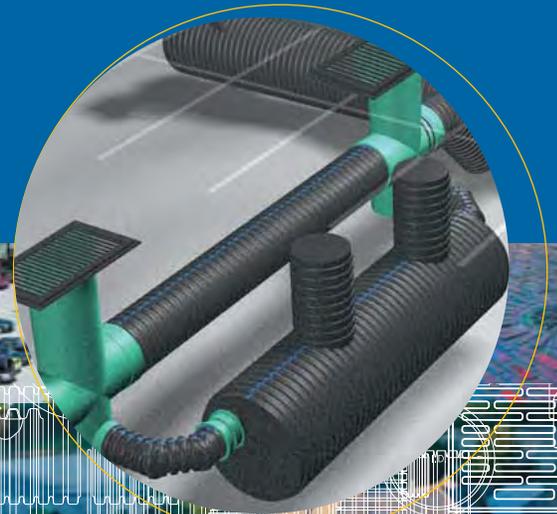
Final Cover and Riser Extensions

- For non-traffic loading, H=12" for 36", 42", and 48" units measured from the top of the unit to the bottom of bituminous pavement or top of rigid pavement. H=24" for 60" units.
- For traffic loading, H=24" for 36", 42", and 48" units measured from the top of the unit to the bottom of bituminous pavement or top of rigid pavement.
- If sufficient cover is provided, no further precautions are required.
- If sufficient cover is not provided, mound and compact material over pipe to provide minimum cover needed for load during construction. Final backfill and compaction should be appropriate for anticipated loading.





STORM WATER QUALITY UNIT



STORM WATER QUALITY UNITS

Standards for storm water quality will necessarily vary by location and land use.

The most targeted sources of runoff pollution are paved areas in urban and industrial sites. These are generally small (< 1 acre) with high traffic loads, such as parking lots and gas stations, that generate significant concentrations of contaminant particles and hydrocarbons.

Because of land constraints, Hancor underground Storm Water Quality Units* have become an increasingly efficient solution for treating storm water. These durable, lightweight structures have been specifically designed for fast installation and easy maintenance.

BENEFITS

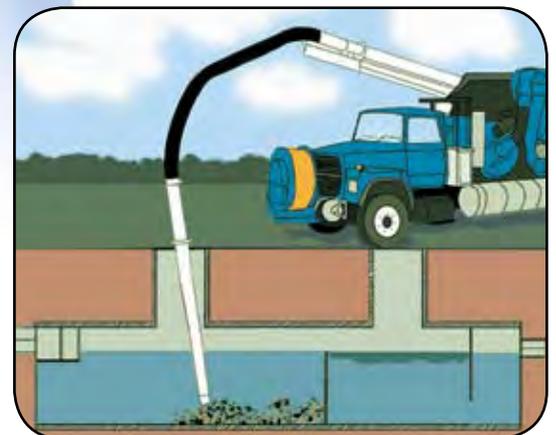
- Laboratory tests have shown an 80% TSS removal rate.
- Removes floatable debris, oils and greases.
- Available in 36" (900mm) through 60" (1500mm) diameters.
- Lightweight High Density Polyethylene (HDPE) unit installs easily with a minimum amount of manpower. Heavy cranes are not necessary to install the unit.
- Each unit is fitted with access risers for easy inspection and maintenance of the sediment and oil chambers.
- The unit is inexpensive because the design is simple and there are no moving parts.
- The bypass system prevents re-suspension of captured solids by diverting water flows greater than the first flush.
- HDPE resists abrasion and chemicals found in storm water and in the surrounding soil.

*Patented



The Patented Hancor Storm Water Quality Unit is lightweight and easy to install, requiring little in the way of manpower or heavy equipment.

A bypass system (below) is installed to prevent water flows greater than the first flush from re-suspending captured pollutant particles.



The Hancor Storm Water Quality Unit is fitted with access risers for easy inspection and maintenance.



STANDARD MODELS

Product Number	Diameter (in) (mm)	Length (ft) (m)	Inlet Size (in) (mm)	Outlet Size (in) (mm)	Treated Flow Rate (cfs) (L/s)	Sed. Vol. (ft ³) (m ³)	Oil Vol. (ft ³) (m ³)	Sieve Size
3620WQA	36 (900)	20 (6)	10 (250)	10 (250)	1.5 (42)	65 (1.8)	30 (0.8)	140
3640WQA	36 (900)	40 (12)	10 (250)	10 (250)	2.38 (67)	137 (3.9)	63 (1.8)	140
3620WQB	36 (900)	20 (6)	10 (250)	10 (250)	0.7 (20)	65 (1.8)	30 (0.8)	200
3640WQB	36 (900)	40 (12)	10 (250)	10 (250)	1.6 (45)	137 (3.9)	63 (1.8)	200
4220WQA	42 (1050)	20 (6)	12 (300)	12 (300)	1.75 (49)	83 (2.3)	38 (1.1)	140
4240WQA	42 (1050)	40 (12)	12 (300)	12 (300)	3.66 (104)	175 (5.)	81 (2.3)	140
4220WQB	42 (1050)	20 (6)	12 (300)	12 (300)	0.86 (24)	83 (2.3)	38 (1.1)	200
4240WQB	42 (1050)	40 (12)	12 (300)	12 (300)	1.83 (52)	175 (5.)	81 (2.3)	200
4820WQA	48 (1200)	20 (6)	12 (300)	12 (300)	2.26 (64)	116 (3.3)	55 (1.6)	140
4840WQA	48 (1200)	40 (12)	12 (300)	12 (300)	3.94 (112)	245 (6.9)	115 (3.3)	140
4820WQB	48 (1200)	20 (6)	12 (300)	12 (300)	1.13 (32)	116 (3.3)	55 (1.6)	200
4840WQB	48 (1200)	40 (12)	12 (300)	12 (300)	2.39 (68)	245 (6.9)	115 (3.3)	200
6020WQA	60 (1500)	20 (6)	15 (375)	15 (375)	2.95 (84)	183 (5.2)	87 (2.5)	140
6040WQA	60 (1500)	40 (12)	15 (375)	15 (375)	6.23 (176)	385 (10.9)	184 (5.2)	140
6020WQB	60 (1500)	20 (6)	15 (375)	15 (375)	1.47 (42)	183 (5.2)	87 (2.5)	200
6040WQB	60 (1500)	40 (12)	15 (375)	15 (375)	3.12 (88)	385 (10.9)	184 (5.2)	200

140 sieve is equal to a particle size of 0.0042" (0.106mm) 200 sieve is equal to a particle size of 0.0030" (0.075mm)

DESIGN VARIATIONS

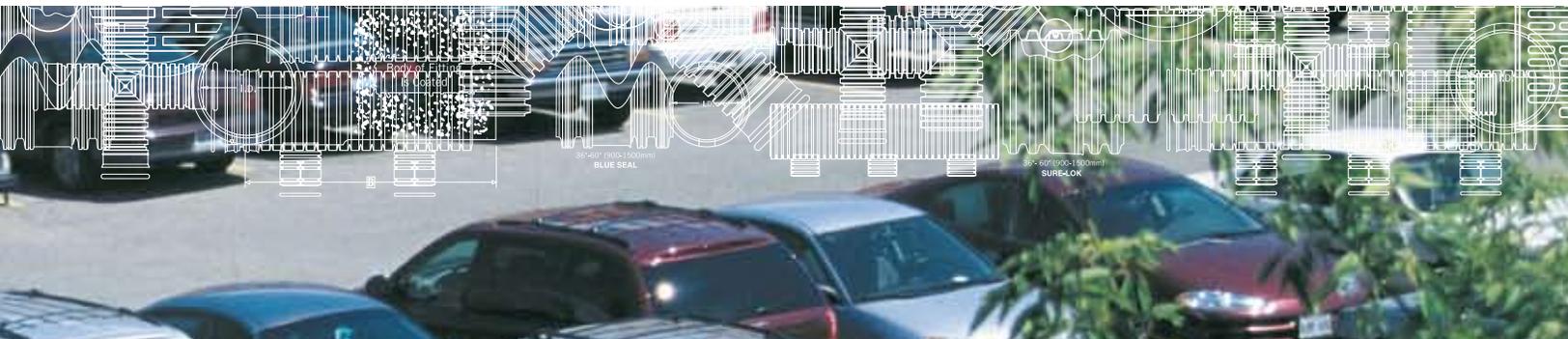
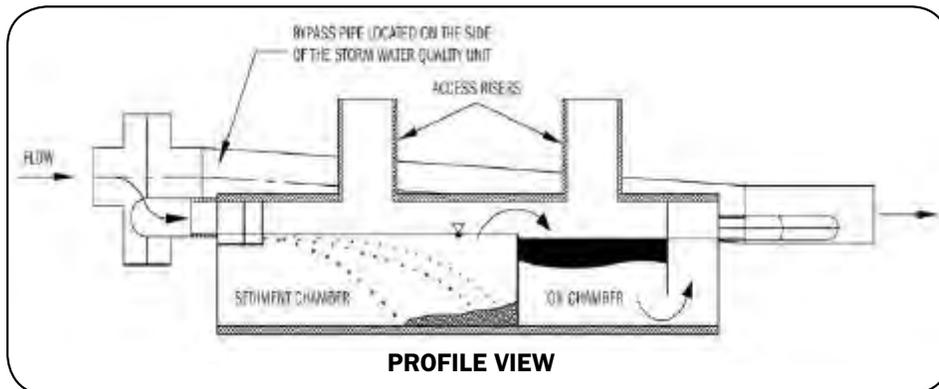
The standard models listed above will provide efficient removal of pollutant particles and hydrocarbons for the majority of site conditions. For unusual conditions, Hancor can recommend a system combining a variety of sizes and configurations.

PEAK FLOW RATE

The bypass pipe of the Hancor Storm Water Quality Unit is designed to convey the peak storm water flow of the storm line.

For example, @ a 1% slope, peak flow rates for the bypass line are as follows:

	CFS	L/S
12"	3.8419	103.9
15"	6.971	188.0
18"	11.343	307.0
24"	24.451	661.0
30"	44.37	1,240.0
36"	72.19	1,950.0
42"	108.95	2,950.0
48"	155.61	4,210.0
60"	282.36	7,630.0



DESIGN AND INSTALLATION

DESIGN PRINCIPLES

Available in 36" (900mm) through 60" (1500mm) diameters, Hancor Storm Water Quality Units are modified sections of HDPE pipe with weir plates at certain locations and heights to remove high percentages of sediment and oils from the first flush of a storm event. They can be installed at any point in the subsurface drainage system, and are ideally suited to treat "hot spots" in existing storm water lines.

The unit is designed using the fundamental principles of Stoke's Law and standard orifice outlet control equations. The settling velocity of a particle is calculated based on the smallest particle to be removed. Standard units offer a choice of 140 or 200 sieve size removal.

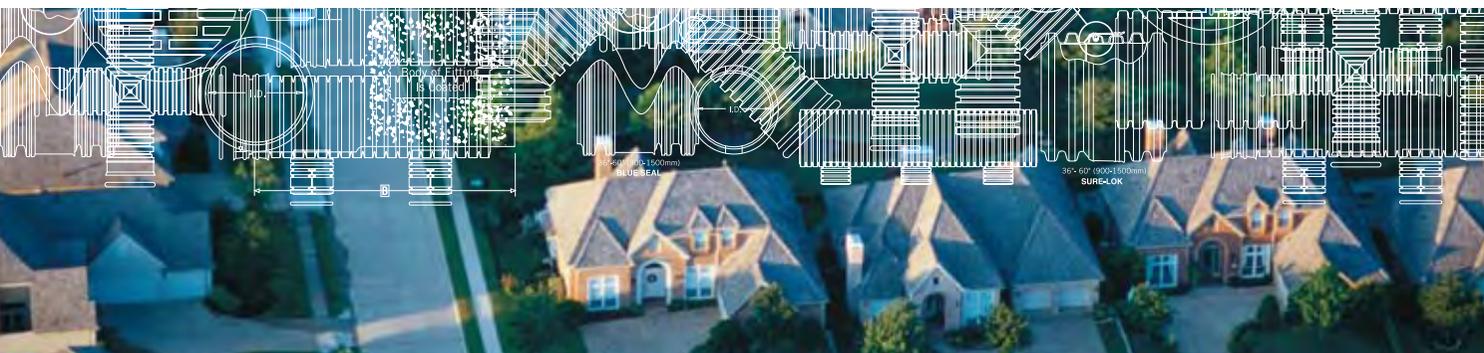
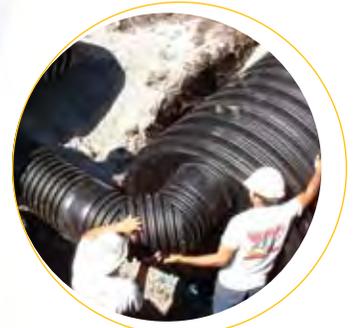
The outlet orifice is sized to release a typical first flush discharge and to redirect any excess flow to a bypass piping system installed with the unit.

140 Sieve Size	200 Sieve Size
0.0042" Particle Dia. 0.106 mm	0.0030" Particle Dia. 0.075 mm

SIZING AND INSTALLATION

Installation of Storm Water Quality Units follows the same accepted practices as the installation of large diameter flexible pipe.

Specific installation instructions, along with details on specifying the proper size of a Storm Water Quality Unit, are available on the Hancor web site at www.hancor.com.





THE HEART OF THE TREATMENT TRAIN

For many drainage sites, the Storm Water Quality Unit by itself can provide the required degree of pollutant removal. However, certain sites with higher concentrations of hydrocarbons or sediment runoff will need further treatment upstream and/or downstream of the Unit. This multi-tiered approach to storm water quality is known as the treatment train.

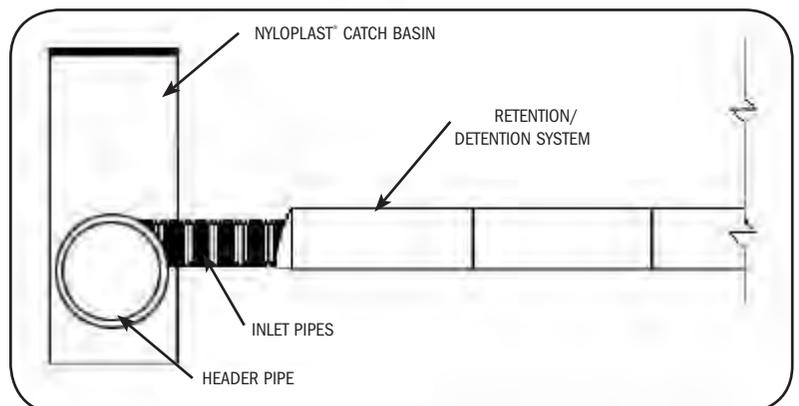
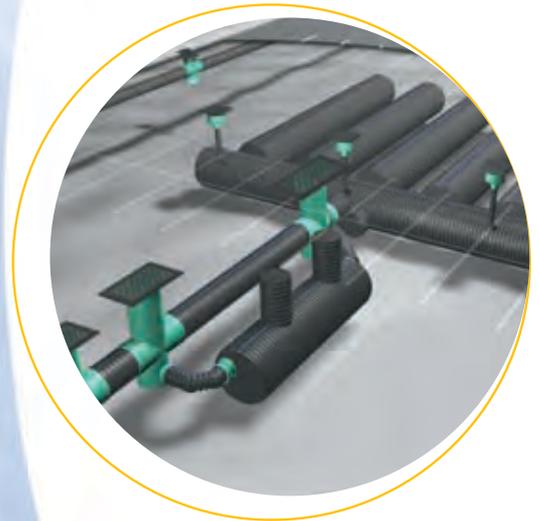
Upstream measures include sediment prevention (vegetated swales, etc.) and inlet protection devices such as screens, filters and silt fences. These techniques are designed to prevent a large percentage of pollutants from ever entering the storm drain system. For impervious surfaces such as paved parking areas, catch basin insert filters are most commonly used for early stage treatment.

RETENTION/DETENTION

Treatment downstream from the Storm Water Quality Unit generally involves some form of retention or detention system. Retention allows accumulated storm water to gradually percolate into the surrounding soil, while detention meters the water through an outlet to a ditch, stream or other receiving area.

Inlet designs to such underground storage vessels can also enhance pollutant removal. The “eccentric header system” consists of a large diameter manifold pipe with an invert positioned lower than those of the smaller inlet pipes to the storage vessels. The large header pipe thus acts as a sump into which suspended particles may settle. Manholes and/or risers may be installed to facilitate inspection and cleaning.

Designers can choose between two methods of constructing the retention or detention system. The first is the use of Hancor large diameter corrugated high density polyethylene pipe, known for its economy and ease of installation. The second option is LandSaver™ – specially engineered to meet the demands of subsurface storm water management applications. Hancor supplies a complete line of pipe, fittings and fabricated manifolds, along with detailed sizing, design and installation instructions on www.hancor.com.



The “eccentric header” is installed with its invert lower than the inlet pipes, thus acting as a sump to collect suspended sediment.



HANCOR STORM WATER QUALITY UNIT PRODUCT SPECIFICATION

SCOPE

This specification describes 36- through 60-inch (900 to 1500mm) Storm Water Quality Units for use in on-site point source storm water treatment applications.

REQUIREMENTS

Storm Water Quality Units shall have a smooth interior and annular exterior corrugations. The unit shall have a least three containment zones, each zone separated from the next by use of a weir or baffle plate.

Weir and baffle plates shall be welded at all interfaces between the plate and water quality unit.

First weir plate shall incorporate a saw tooth design and shall be reinforced with stiffeners positioned horizontally on the downstream side of the plate to be retained.

Storm Water Quality Units shall provide adequate clean-out and inspection access.

JOINT PERFORMANCE

Connections for the bypass line and the unit shall utilize the same joint quality as specified for the main storm sewer pipe. Couplers for the bypass line may be either split couplers, in-line bell couplers, snap couplers, bell-bell couplers, or welded bell couplers.

MATERIAL PROPERTIES

Virgin material for pipe & fittings used to produce Storm Water Quality Units shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250mm) diameters, and 435400C for 12- through 60-inch (300 to 1500mm) diameters as defined and described in the latest version of ASTM D3350. The virgin pipe material shall be evaluated using the notched constant ligament-stress (NCLS) test as specified in Section 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively. All smooth baffle and weir plates shall be high density polyethylene.

INSTALLATION

Installation shall be in accordance with the Hancor published installation guidelines, utilizing a Class I (ASTM D2321) structural backfill material or flowable fill (CLSM—Controlled Low Strength Material). Contact your local Hancor representative or visit www.hancor.com for the latest installation instructions.

PERFORMANCE

Storm Water Quality Units shall remove a minimum of 80% of the first flush total suspended solids (TSS) based on flow rates and corresponding sieve shown in Table 1. Storm Water Quality Units shall be installed “offline” to prevent re-suspension of solids in high flow situations. Offline installation shall be constructed utilizing a Hancor By-Pass structure. Flow through the unit shall be controlled by an orifice fabricated on the outlet end of the structure.

All sales of Hancor product are subject to a limited warranty and purchasers are solely responsible for installation and use of Hancor products and determining whether a product is suited for any specific needs. Please consult a full copy of Hancor's Terms and Conditions for Sale for further details.

DIRECT CONTACT Customer Service

888-FOR PIPE (367-7473)
Fax 888-FAX PIPE (329-7473) 24 hours a day

ELECTRONIC MEDIA Web Site

Find market- and application-specific information and the latest industry news at our On-Line Pipeline – www.hancor.com

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#1172/0907

SUPPLEMENTAL SPECIFICATIONS

(73) **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 (G.P. 1126)
 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 whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
 - (b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City's, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.

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 shall submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
 - b) Final Waiver of Lien
Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

SPECIAL PROVISIONS

(78) 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.
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CROSS REFERENCES

Unlawful discriminatory practices - see Ohio R. C. 4112.02

Contracts - see ADM. Ch. 105

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

507.01 Definitions.

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

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

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

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

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

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

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

507.02 Administration of program.

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

507.03 Equal employment opportunity clause.

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

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

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment

without regard to race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

507.04 Contract compliance requirements.

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

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

507.05 Pre-award conference.

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

507.06 Project site reports.

Subject to Sections 507.07 and 507.08, where a construction contract exceeds ten thousand dollars (\$10,000), a project site report shall be completed and submitted by the Contractor and any subcontractor not more than ninety days from the beginning of work on the site. Such project site report shall include such information as to the employment practices and statistics of the Contractor and each subcontractor and shall be in such form as the Executive Secretary may prescribe. Where the term of the contract exceeds ninety days, such project site report shall be submitted once every ninety days or more frequently if the Executive Secretary determines that such submittal is deemed necessary for continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the Contractor for transmittal to the City. Post award reports shall be reviewed as one means of determining contract compliance. (Ord. 179-74. Passed 6-17-74.)

507.07 Canton Hometown Plan.

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

507.08 Construction contracts involving the Canton Hometown Plan.

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

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

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

507.09 Exemptions for contracts not involving Canton Hometown Plan.

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

507.10 Intergovernmental cooperation.

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

507.11 Severability clause.

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

§ Section 105 of City Codified Ordances

105.01 CONSTRUCTION CONTRACTS

(a) Definitions- For purposes of this chapter, the following definitions shall apply:

(1) "Public contract" or "construction project" means either of the following:

A. Any new construction of any public improvement, the total overall project cost of which is estimated to be more than one hundred thousand dollars (\$100,000) 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 be the biennial increase or decrease provided for by Ohio R.C. 4115.034; or

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

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

(3) "Local employee" means:

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

B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or

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

(b) Project Labor Agreement

(1) In connection with the public bidding and contract awarding process for every proposed public contract or construction project, the Mayor, or his designee, shall evaluate whether a project labor agreement will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters.

(2) If the Mayor, or his designee, determines that a project labor agreement will serve the goals set forth above, the Mayor, or his designee, shall negotiate a project labor agreement with the East Central Ohio Building and

Construction Trades Council and its affiliated local unions, or said Council's successor.

(3) The bidding documents for each such construction project shall contain a written provision requiring the successful bidder to comply with and adhere to all of the provisions of any project labor agreement negotiated by the Mayor for the project.

(4) The City shall not thereafter enter into any contract with the successful bidder for the construction of any such city building unless the contract contains a provision requiring the successful bidder, and all of the bidder's contractors and subcontractors, to comply with and adhere to the provisions of the negotiated project labor agreement.

(5) If the Mayor, or his designee, with respect to any proposed construction project, determines that a project labor agreement will not serve the goals set forth in subsection (b)(1), the Mayor shall submit a written report to the Clerk of Council that shall state the reasons for concluding that a project labor agreement for the project will not substantially further the purposes of this section.

(c) Bids and Required Bidder Information. Upon Council approval, the Director of Public Service and/or Director of Public Safety shall advertise and accept bids for a construction project in accordance with the following procedures:

(1) Contracts shall be bid as follows:

A. An aggregate bid from a general contractor; or

B. Separate bids for work and materials from multiple prime contractors.

(2) Bidders for all proposed construction projects shall be required to furnish the following information:

A. The work, supplies and materials covered by the bidder's bid.

B. Identification of all work to be subcontracted. All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.

C. Descriptions of bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.

D. Documentation from previous similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, history of claims for extra work, contract defaults, together with explanations of the same.

E. The number of years the bidder has been actively engaged as a contractor in the construction industry.

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

G. Identification of any projects within the previous five years that the

bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.

H. Demonstration of financial responsibility to assure that the bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

I. Disclosure of any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, of 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 violation of any 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 specialities.

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 specialities.

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 specialities that the bidder will employ on the public contract.

V. When a bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, the reasons therefor.

W. When a bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, the reasons therefor.

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

Y. Whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.

Z. Whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

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

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

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

105.02 CONFORMANCE WITH LOCAL UNION PRACTICES

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

105.03 U.S. STEEL USAGE REQUIRED; EXCEPTION

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

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.)

105.06 MINORITY/WOMEN'S BUSINESS ENTERPRISE CONTRACT PROVISIONS

(a) All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$ _____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord. 185-2011. Passed 10-31-11.)

105.07 GRANT AND LOAN APPLICANT REQUIREMENTS

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant, loan from Community Development funds or tax incentive, whether administered directly by the Department of Development or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of any of the following:

(1) Any outstanding judgments, liens, grant or delinquent loan obligations owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;

(2) Utility bills for water, sewer and sanitation services owed to the City of Canton;

(3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;

(4) Real estate taxes and assessments on any properties owned by the applicant;

(5) Personal property taxes owed to the Stark County Auditor and/or

State of Ohio; or

(6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) The applicant shall be required to provide to the City of Canton a notarized statement averring that the applicant is paid in full or is current and not otherwise delinquent in the payment of the obligations listed in subsections (a) (1 - 6).

(c) Falsification of such statement shall result in cancellation of any grant or loan received, and the applicant shall be required to refund any grant or loan funds received.

(d) Council may waive or modify the requirements of this section as applied to a particular applicant if in the interest of justice, and upon consideration of the surrounding circumstances, such waiver or modification is deemed reasonably necessary by Council.

(e) Under any Community Development program in which the combined household income of all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from the Department of Development if any co-applicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(f) Notwithstanding the above, this section shall not apply to any individual, partnership, corporation or incorporated association seeking assistance under a HOME Repair or Emergency Shelter program grant, at the time of the application.

(g) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

(h) The Department of Development and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply with the requests of the Department of Development and any other department for information which are made pursuant to this section.

(i) The Department of Development, for programs within its administration and authority, may waive or modify the requirements of this section, under appropriate surrounding circumstances, where a strict interpretation of this section would not further the established goals of the Department.

(Ord. 205-2010. Passed 11-8-10.)

105.08 CAPITAL IMPROVEMENT PROJECTS (REPEALED)

EDITOR'S NOTE: Former Section 105.08 was repealed by Ordinance 86-2009.

105.09 NOTICE AND BIDDING REQUIRED, WHEN

Contracts for the purchase of material, equipment, supplies or services, other than professional or personal services as defined in Section 105.10, 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 737.03, shall first be approved by Council, and the contract shall be made with the lowest and best bidder after advertisement for not less than two or more than four consecutive weeks in a newspaper of general circulation within the City.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.10 PROFESSIONAL OR PERSONAL SERVICES CONTRACTS

All professional or personal service contracts entered into by any official on behalf of the City shall first be approved and authorized by Council where the contract exceeds fifteen thousand dollars (\$15,000). A professional service or personal service supplier shall be defined as an individual who possesses professional expertise or a specialized skill in the service area, which expertise or skill may vary from one supplier to another. Professional or personal services shall include, but not be limited, to the following: legal, medical, psychological, counseling, accounting, auditing, engineering, architectural, insurance and banking services. A professional or personal service contract shall be considered as one contract where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the services to be provided under the contract, evidences the undertaking of a single project.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99.)

105.11 STATE COOPERATIVE PURCHASING WITH ADMINISTRATIVE SERVICES

(a) The City hereby requests authority pursuant to Ohio R.C. 125.04 to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials.

(b) The City hereby agrees to all contract terms and conditions which the Department of Administrative Services, Office of State Purchasing, may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department 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. 9-92. Passed

I-27-92.)

(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 for making a purchasing under this section.

(Ord. 52-99. Passed 3-29-99.)

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

- A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.
- B. Supplier agrees that Canton's specifications and bid documents shall incorporate and made 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 provisions to the contrary.
- C. Once both parties have fully executed the contract, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Supplier shall not assign or transfer any interest under this agreement without the express written consent of Canton.
- E. Supplier agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against all demands, claims, causes of action, or judgments or omissions by Supplier, its agents, employees or subcontractors. Nothing herein shall be construed to hold Supplier liable for Canton's negligence.
- F. Supplier's liability to the City of Canton for default shall not be limited and the City if Canton shall be entitled to all damages permitted under Ohio law upon Supplier's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event if a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.
- H. When, during the course of construction, it appears to the contractor that any work does not conform to the provisions of the contract documents, it will make necessary corrections so that such work will conform. Additionally, the Contractor will correct any defects caused by faulty materials, equipment or workmanship in work supervised by the Contractor or by a subcontractor. This shall apply to the Contractor or any subcontractor appearing within one year from the date of issuance of a certificate of substantial completion or within such longer periods as prescribed by law or by applicable special guarantees or warranties in the contract documents.
- I. The owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination if necessary. The Owner will authorize all changes by a written change order signed by the owner, or the architect of other designee of the owner. The change order will include conforming changes in the contract and termination time.
- J. Work changed, and the contract price and termination time modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the owner will be determined by mutual agreement of the parties before starting any work involved in the change work.

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.

ARTICLES OF INCORPORATION

UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER WITH THE STATE OF OHIO, CANTON MEY REQUEST THE BIDDER PROVIDE THIS INFORMATION.

THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

APPENDIX

A

Prevailing Wages

This project will utilize Ohio Prevailing Wage Rates.

APPENDIX A

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

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

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

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

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

are in compliance with State prevailing wage requirements.

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

(Signature of Officer or Agent)

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

(Notary Public)

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

Austinburg, Geneva, Harpersfield, Jefferson, Plymouth and Saybrook. Erie except Sandusky city limits.

Details :

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

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

SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VINTON, WARREN*,
WAYNE

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

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: **Boilermaker Local 744**

Change # : CN01-2008Loc744

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

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Boilermaker	\$36.84	\$6.82	\$6.46	\$0.35	\$0.00	\$3.75	\$0.00			\$54.22	\$72.64
Apprentice	Percent										
1st 6 months	70.00	\$25.79	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$42.92	\$55.81
2nd 6 months	72.52	\$26.72	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$43.85	\$57.20
3rd 6 months	75.00	\$27.63	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$44.76	\$58.58
4th 6 months	77.51	\$28.55	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$45.68	\$59.96
5th 6 months	80.02	\$29.48	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$46.61	\$61.35
6th 6 months	85.00	\$31.31	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$48.44	\$64.10
7th 6 months	90.00	\$33.16	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$50.29	\$66.86
8th 6 months	95.02	\$35.01	\$6.62	\$6.46	\$0.30	\$0.00	\$3.75	\$0.00		\$52.14	\$69.64
Helper	60.00	\$22.10	\$6.82	\$6.46	\$0.35	\$0.00	\$3.75	\$0.00		\$39.48	\$50.54

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

Ratio : **Jurisdiction (* denotes special**

5 Journeymen to 1 Apprentice to 1 Helper

jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 6 Tile Setters & Finishers

Change # : LCN1-2012jcLoc6

Craft : Bricklayer Effective Date : 05/02/2012 Last Posted : 05/02/2012

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$23.89	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.65	\$45.60
Marble Mason	\$23.89	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.65	\$45.60
Terrazzo worker	\$23.89	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.65	\$45.60
Finisher Support	\$21.28	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.04	\$41.68
APPRENTICE Finisher Support Only											
1ST 6 months	\$12.77	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.53	\$28.92
2ND 6 months	\$14.90	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.66	\$32.11
3RD 6 months	\$15.96	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.72	\$33.70
4TH 6 months	\$17.02	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.78	\$35.29
5TH 6 months	\$18.09	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.85	\$36.89
6TH 6 months	\$19.15	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.49
Apprentice	Percent										
1st 30 Days	35.00	\$8.36	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$18.12	\$22.30
31st day thru 1st 6 months	40.00	\$9.56	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$19.32	\$24.09
2nd 6 months	45.00	\$10.75	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$20.51	\$25.89
3rd 6 months	50.00	\$11.95	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$21.71	\$27.68
4th 6 months	58.00	\$13.86	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$23.62	\$30.54
5th 6 months	65.00	\$15.53	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$25.29	\$33.05
6th 6 months	75.00	\$17.92	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$27.68	\$36.64
7th 6 months	81.00	\$19.35	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$29.11	\$38.79

8th 4 months	90.00	\$21.50	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.26	\$42.01

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

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

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COLUMBIANA, COLUMBIANA*, STARK, TUSCARAWAS

Special Jurisdictional Note : Tile Setter Work for Townships of Butler, Hanover, Knox, and West in Columbiana County

Details :

is 3rd year												
36 through 48 months is 4th year	90.00	\$23.49	\$5.43	\$5.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.02	\$46.77

Special Calculation Note : OTHER IS :INTERNATIONAL MASONRY INSTITUTE

Ratio :

3 Journeymen to 1 Apprentice
 8 Journeymen to 2 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COLUMBIANA*, STARK, TUSCARAWAS

Special Jurisdictional Note : In Columbiana County the following townships are included: (Knox, West, Butler, and Hanover)

Details :

6th 6 months	90.00	\$20.39	\$4.85	\$7.46	\$0.60	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$33.64	\$43.84
7th 6 months	95.00	\$21.53	\$4.85	\$7.46	\$0.60	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$34.78	\$45.54
8th 6 months	95.00	\$21.53	\$4.85	\$7.46	\$0.60	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$34.78	\$45.54

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

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, CARROLL, COLUMBIANA, COSHOCTON, HARRISON, HOLMES, JEFFERSON, MAHONING, PORTAGE, STARK, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Mechanic's assistants shall do all the handling, of sand, cement, lime, tile, marble, terrazzo and other materials used by the mechanics upon being delivered to the building or at the job. Hand rubbing, rolling, mixing, formulating, grinding, grouting, and cleaning of all marble, tile, mosaic, and terrazzo floors, and wainscoting, and such other work as is required in helping a mechanic as is the established custom of the trade. No limit to the tools, equipment or machinery used.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 8 Zone 2 Tile Setters & Finishers

Change # : LCN1-2013fbLoc6

Craft : Bricklayer Effective Date : 07/24/2013 Last Posted : 07/24/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$24.07	\$4.65	\$4.74	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.01	\$46.05
Marble Mason	\$24.07	\$4.65	\$4.74	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.01	\$46.05
Terrazzo worker	\$24.07	\$4.65	\$4.74	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.01	\$46.05
Finisher Support	\$21.46	\$4.65	\$4.74	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$31.40	\$42.13
APPRENTICE Finisher Support Only											
1ST 6 months	\$12.77	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$22.88	\$29.27
2ND 6 months	\$14.90	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$25.01	\$32.46
3RD 6 months	\$15.96	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$26.07	\$34.05
4TH 6 months	\$17.02	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$27.13	\$35.64
5TH 6 months	\$18.09	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$28.20	\$37.25
6TH 6 months	\$19.15	\$4.55	\$4.66	\$0.55	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$29.26	\$38.84
Apprentice	Percent										
1st 30 Days	60.00	\$14.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.44	\$21.66
31st day thru 1st 6 months	60.00	\$14.44	\$4.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.09	\$26.31
2nd 6 months	70.00	\$16.85	\$4.65	\$4.74	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$26.79	\$35.21
3rd 6 months	75.00	\$18.05	\$4.65	\$4.74	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$27.99	\$37.02
4th 6 months	80.00	\$19.26	\$4.65	\$4.74	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$29.20	\$38.82
5th 6 months	85.00	\$20.46	\$4.65	\$4.74	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$30.40	\$40.63
6th 6 months	90.00	\$21.66	\$4.65	\$4.74	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$31.60	\$42.43
7th 6 months	95.00	\$22.87	\$4.65	\$4.74	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$32.81	\$44.24

8th 4 months	95.00	\$22.87	\$4.65	\$4.74	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$32.81	\$44.24

Special Calculation Note : Other \$0.35 is for Internatioanl Masonry training. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

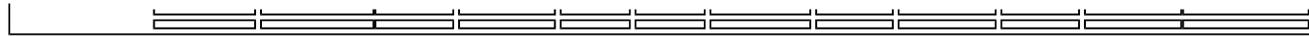
4 Journeymen to 1 Apprentice
 6 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COLUMBIANA, COLUMBIANA*,
 STARK, TUSCARAWAS

Special Jurisdictional Note : Tile Setter Work for Townships of Butler, Hanover, Knox, and West in Columbiana County

Details :



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

Extra \$.02 (\$.47) is for Training for Floorlayers and Floorlayers Apprentice.

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

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

Special Jurisdictional Note :

Details :

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

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

If certain projects warrant a larger percentage of apprentices, it will be agreed to increase the ratio of apprentices to journeymen, but Not to exceed (1) Apprentice to (4) Journeymen.

The following classifications will be paid at the amount above Journeyman Rate:

Certified Welder \$1.00

Lay Out Man on Monorail \$1.25

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

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

Details :

10/27/10 New Contract jc

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter NE Insulation C

Change # : LCN02-2012fbLocNEC

Craft : Carpenter Effective Date : 09/26/2012 Last Posted : 09/26/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Insulation	\$20.31		\$6.45	\$4.69	\$0.45	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$32.24	\$42.40
Apprentice	Percent											
1st 3 months	50.00	\$10.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.16	\$15.23
2nd 3 months	50.00	\$10.16	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.05	\$22.13
2nd 6 months	50.00	\$10.16	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.05	\$22.13
3rd 6 months	55.00	\$11.17	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.07	\$23.66
4th 6 months	60.00	\$12.19	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.09	\$25.18
5th 6 months	70.00	\$14.22	\$6.45	\$3.28	\$0.45	\$0.00	\$0.24	\$0.00	\$0.00	\$0.00	\$24.64	\$31.75
6th 6 months	75.00	\$15.23	\$6.45	\$3.52	\$0.45	\$0.00	\$0.26	\$0.00	\$0.00	\$0.00	\$25.91	\$33.53
7th 6 months	80.00	\$16.25	\$6.45	\$3.75	\$0.45	\$0.00	\$0.27	\$0.00	\$0.00	\$0.00	\$27.17	\$35.29
8th 6 months	85.00	\$17.26	\$6.45	\$3.99	\$0.45	\$0.00	\$0.29	\$0.00	\$0.00	\$0.00	\$28.44	\$37.08

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

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

STARK, WAYNE, CARROLL, TUSCARAWAS

Special Jurisdictional Note :

Details :

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

Employees working with creosoted, chemically treated or toxic materials, shall receive \$.50 above regular rate.

Ratio :

1 Installer to 1 Trainee or 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :**Details :**

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.

INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer

INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.

Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.

Special Jurisdictional Note :

Details :

Finishers when applying colorshake shall be paid an additional \$2.00 per DAY.

Swing Scaffolds up to 50 feet shall be paid \$0.25 above the Journeymen rate.

Swing Scaffolds over 50 feet shall be paid \$0.35 above the Journeymen rate.

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

Special Jurisdictional Note :

Details :

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

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

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

Special Jurisdictional Note :

Details :

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

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

Details :

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

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

Details :

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

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2013fbLoc7

Craft : Lineman Effective Date : 01/16/2013 Last Posted : 01/16/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05
Certified Lineman Welder	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05
Certified Cable Splicer	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05
Operator A	\$33.53	\$5.00	\$1.01	\$0.34	\$0.00	\$6.71	\$0.15	\$0.00	\$0.00	\$46.74	\$63.51
Operator B	\$29.77	\$5.00	\$0.89	\$0.30	\$0.00	\$5.95	\$0.15	\$0.00	\$0.00	\$42.06	\$56.95
Operator C	\$24.13	\$5.00	\$0.72	\$0.24	\$0.00	\$4.83	\$0.15	\$0.00	\$0.00	\$35.07	\$47.14
Groundman 0-12 months Exp	\$18.65	\$5.00	\$0.56	\$0.19	\$0.00	\$3.73	\$0.15	\$0.00	\$0.00	\$28.28	\$37.60
Groundman 0-12 months Exp w/CDL	\$20.51	\$5.00	\$0.62	\$0.21	\$0.00	\$4.10	\$0.15	\$0.00	\$0.00	\$30.59	\$40.85
Groundman 1 yr or more	\$20.51	\$5.00	\$0.62	\$0.21	\$0.00	\$4.10	\$0.15	\$0.00	\$0.00	\$30.59	\$40.85
Groundman 1 yr or more w/CDL	\$24.25	\$5.00	\$0.73	\$0.24	\$0.00	\$4.85	\$0.15	\$0.00	\$0.00	\$35.22	\$47.35
Equipment Mechanic A	\$29.77	\$5.00	\$0.89	\$0.30	\$0.00	\$5.95	\$0.15	\$0.00	\$0.00	\$42.06	\$56.95
Equipment	\$26.95	\$5.00	\$0.81	\$0.27	\$0.00	\$5.39	\$0.15	\$0.00	\$0.00	\$38.57	\$52.05

Mechanic B												
Equipment Mechanic C	\$24.13	\$5.00	\$0.72	\$0.24	\$0.00	\$4.83	\$0.15	\$0.00	\$0.00	\$35.07	\$47.14	
X-Ray Technician	\$37.30	\$5.00	\$1.12	\$0.37	\$0.00	\$7.46	\$0.15	\$0.00	\$0.00	\$51.40	\$70.05	
Apprentice	Percent											
1st 1000 hrs	60.00	\$22.38	\$5.00	\$0.67	\$0.22	\$0.00	\$4.48	\$0.15	\$0.00	\$0.00	\$32.90	\$44.09
2nd 1000 hrs	65.01	\$24.25	\$5.00	\$0.73	\$0.24	\$0.00	\$4.85	\$0.15	\$0.00	\$0.00	\$35.22	\$47.34
3rd 1000 hrs	70.00	\$26.11	\$5.00	\$0.78	\$0.26	\$0.00	\$5.22	\$0.15	\$0.00	\$0.00	\$37.52	\$50.57
4th 1000 hrs	75.01	\$27.98	\$5.00	\$0.84	\$0.28	\$0.00	\$5.60	\$0.15	\$0.00	\$0.00	\$39.85	\$53.84
5th 1000 hrs	80.00	\$29.84	\$5.00	\$0.90	\$0.30	\$0.00	\$5.97	\$0.15	\$0.00	\$0.00	\$42.16	\$57.08
6th 1000 hrs	85.01	\$31.71	\$5.00	\$0.95	\$0.32	\$0.00	\$6.34	\$0.15	\$0.00	\$0.00	\$44.47	\$60.32
7th 1000 hrs	90.00	\$33.57	\$5.00	\$1.01	\$0.34	\$0.00	\$6.71	\$0.15	\$0.00	\$0.00	\$46.78	\$63.57

Special Calculation Note :

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

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

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

*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.15 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA,

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2013fbLoc71CentralOhio

Craft : Lineman Effective Date : 01/16/2013 Last Posted : 01/16/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$33.50	\$5.00	\$1.01	\$0.34	\$0.00	\$5.70	\$0.00	\$0.00	\$0.00	\$45.55	\$62.30
Traffic Signal & Lighting Journeyman	\$32.25	\$5.00	\$0.97	\$0.32	\$0.00	\$5.48	\$0.00	\$0.00	\$0.00	\$44.02	\$60.14
Equipment Operator	\$30.15	\$5.00	\$0.90	\$0.30	\$0.00	\$5.13	\$0.00	\$0.00	\$0.00	\$41.48	\$56.55
Groundman 0-12 months	\$18.43	\$5.00	\$0.55	\$0.18	\$0.00	\$3.13	\$0.00	\$0.00	\$0.00	\$27.29	\$36.50
Groundman 1 year plus	\$21.78	\$5.00	\$0.65	\$0.22	\$0.00	\$3.70	\$0.00	\$0.00	\$0.00	\$31.35	\$42.24
Traffic Signal Apprentices											
1st 1,000 hours	\$19.35	\$5.00	\$0.58	\$0.19	\$0.00	\$3.29	\$0.00	\$0.00	\$0.00	\$28.41	\$38.09
2nd 1,000 hours	\$20.96	\$5.00	\$0.63	\$0.21	\$0.00	\$3.56	\$0.00	\$0.00	\$0.00	\$30.36	\$40.84
3rd 1,000 hours	\$22.58	\$5.00	\$0.68	\$0.23	\$0.00	\$3.84	\$0.00	\$0.00	\$0.00	\$32.33	\$43.62
4th 1,000 hours	\$24.19	\$5.00	\$0.73	\$0.24	\$0.00	\$4.11	\$0.00	\$0.00	\$0.00	\$34.27	\$46.37
5th 1,000 hours	\$25.80	\$5.00	\$0.77	\$0.26	\$0.00	\$4.39	\$0.00	\$0.00	\$0.00	\$36.22	\$49.12
6th 1,000 hours	\$29.03	\$5.00	\$0.87	\$0.29	\$0.00	\$4.94	\$0.00	\$0.00	\$0.00	\$40.13	\$54.64
Apprentice Lineman	Percent										

1st 1,000 Hours	60.00	\$20.10	\$5.00	\$0.60	\$0.20	\$0.00	\$3.42	\$0.00	\$0.00	\$0.00	\$29.32	\$39.37
2nd 1,000 Hours	65.00	\$21.78	\$5.00	\$0.65	\$0.22	\$0.00	\$3.70	\$0.00	\$0.00	\$0.00	\$31.34	\$42.23
3rd 1,000 Hours	70.01	\$23.45	\$5.00	\$0.70	\$0.23	\$0.00	\$3.99	\$0.00	\$0.00	\$0.00	\$33.37	\$45.10
4th 1,000 Hours	75.01	\$25.13	\$5.00	\$0.75	\$0.25	\$0.00	\$4.27	\$0.00	\$0.00	\$0.00	\$35.40	\$47.96
5th 1,000 Hours	80.00	\$26.80	\$5.00	\$0.80	\$0.27	\$0.00	\$4.56	\$0.00	\$0.00	\$0.00	\$37.43	\$50.83
6th 1,000 Hours	85.01	\$28.48	\$5.00	\$0.85	\$0.28	\$0.00	\$4.84	\$0.00	\$0.00	\$0.00	\$39.45	\$53.69
7th 1,000 Hours	90.00	\$30.15	\$5.00	\$0.90	\$0.30	\$0.00	\$5.13	\$0.00	\$0.00	\$0.00	\$41.48	\$56.56

Special Calculation Note : Other is National Electrical Benefit Fund (NEBF) and Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2013fbLoc7

Craft : Lineman Effective Date : 01/16/2013 Last Posted : 01/16/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$35.38	\$5.00	\$1.06	\$0.35	\$0.00	\$7.08	\$0.15	\$0.00	\$0.00	\$49.02	\$66.71
Substation Technician	\$35.38	\$5.00	\$1.06	\$0.35	\$0.00	\$7.08	\$0.15	\$0.00	\$0.00	\$49.02	\$66.71
Cable Splicer	\$37.02	\$5.00	\$1.11	\$0.37	\$0.00	\$7.40	\$0.15	\$0.00	\$0.00	\$51.05	\$69.56
Operator A	\$31.82	\$5.00	\$0.95	\$0.32	\$0.00	\$6.36	\$0.15	\$0.00	\$0.00	\$44.60	\$60.51
Operator B	\$28.22	\$5.00	\$0.85	\$0.28	\$0.00	\$5.64	\$0.15	\$0.00	\$0.00	\$40.14	\$54.25
Operator C	\$22.86	\$5.00	\$0.69	\$0.23	\$0.00	\$4.57	\$0.15	\$0.00	\$0.00	\$33.50	\$44.93
Groundman 0-12 months Exp	\$17.69	\$5.00	\$0.53	\$0.18	\$0.00	\$3.54	\$0.15	\$0.00	\$0.00	\$27.09	\$35.94
Groundman 0-12 months Exp w/CDL	\$19.46	\$5.00	\$0.58	\$0.19	\$0.00	\$3.89	\$0.15	\$0.00	\$0.00	\$29.27	\$39.00
Groundman 1 yr or more	\$19.46	\$5.00	\$0.58	\$0.19	\$0.00	\$3.89	\$0.15	\$0.00	\$0.00	\$29.27	\$39.00
Groundman 1 yr or more w/CDL	\$23.00	\$5.00	\$0.69	\$0.23	\$0.00	\$4.60	\$0.15	\$0.00	\$0.00	\$33.67	\$45.17
Equipment Mechanic A	\$28.23	\$5.00	\$0.85	\$0.28	\$0.00	\$5.65	\$0.15	\$0.00	\$0.00	\$40.16	\$54.28
Equipment Mechanic B	\$25.55	\$5.00	\$0.77	\$0.26	\$0.00	\$5.11	\$0.15	\$0.00	\$0.00	\$36.84	\$49.62

Equipment Mechanic C	\$22.86	\$5.00	\$0.69	\$0.23	\$0.00	\$4.57	\$0.15	\$0.00	\$0.00	\$33.50	\$44.93	
Line Truck w/uuger	\$25.18	\$5.00	\$0.76	\$0.25	\$0.00	\$5.04	\$0.15	\$0.00	\$0.00	\$36.38	\$48.97	
Apprentice	Percent											
1st 1000 hrs	60.00	\$21.23	\$5.00	\$0.63	\$0.21	\$0.00	\$4.25	\$0.15	\$0.00	\$0.00	\$31.47	\$42.08
2nd 1000 hrs	65.00	\$23.00	\$5.00	\$0.69	\$0.23	\$0.00	\$4.60	\$0.15	\$0.00	\$0.00	\$33.67	\$45.17
3rd 1000 hrs	70.00	\$24.77	\$5.00	\$0.74	\$0.25	\$0.00	\$4.95	\$0.15	\$0.00	\$0.00	\$35.86	\$48.24
4th 1000 hrs	75.00	\$26.54	\$5.00	\$0.80	\$0.27	\$0.00	\$5.31	\$0.15	\$0.00	\$0.00	\$38.07	\$51.33
5th 1000 hrs	80.00	\$28.30	\$5.00	\$0.85	\$0.28	\$0.00	\$5.66	\$0.15	\$0.00	\$0.00	\$40.24	\$54.40
6th 1000 hrs	85.00	\$30.07	\$5.00	\$0.90	\$0.30	\$0.00	\$6.01	\$0.15	\$0.00	\$0.00	\$42.43	\$57.47
7th 1000 hrs	90.00	\$31.84	\$5.00	\$0.96	\$0.32	\$0.00	\$6.37	\$0.15	\$0.00	\$0.00	\$44.64	\$60.56

Special Calculation Note :

Operator "A"

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

Operator "B"

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

Operator "C"

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

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note : 0.15 is for Health Retirement Account.

Details :

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

contribution is equal to 7.5% of the gross weekly wages.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Construction Electrician and Construction Wireman Ratio

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

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

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

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

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

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

Details :

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

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

Columbiana County: Knox Township only.

Mahoning County: Smith Township only.

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

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

Details :

1-2 Journeyman to 0 Apprentice
3-4 Journeyman to 1 Apprentice
5-7 Journeyman to 2 Apprentice

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

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

Special Jurisdictional Note : Carroll County includes the following townships: North half including Fox, Harrison, Rose and Washington. Tuscarawas County includes the following townships: The portion North of Auburn, Clay, Rush and York. Wayne County includes the following townships: The portion South of Baughman, Chester, Green, and Wayne. Columbiana County includes Knox township. Mahoning County includes Smith township.

Details :

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

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

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

Special Jurisdictional Note :

Details :

Vacation 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

Prevailing Wage Rate Skilled Crafts

Name of Union: **Glazier Local 1162**

Change # : LCN01-2013jcLoc1162

Craft : Glazier Effective Date : 05/08/2013 Last Posted : 05/08/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$23.16		\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$35.09	\$46.67
Apprentice	Percent											
1st 6 months	50.00	\$11.58	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$23.51	\$29.30
2nd 6 months	55.00	\$12.74	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$24.67	\$31.04
3rd 6 months	60.00	\$13.90	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$25.83	\$32.77
4th 6 months	65.00	\$15.05	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$26.98	\$34.51
5th 6 months	70.00	\$16.21	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$28.14	\$36.25
6th 6 months	75.00	\$17.37	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$29.30	\$37.99
7th 6 months	80.00	\$18.53	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$30.46	\$39.72
8th 6 months	90.00	\$20.84	\$6.48	\$4.95	\$0.25	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$32.77	\$43.20

Special Calculation Note : OTHER IS : Supplemental Unemployment Benefits

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES,

3 Journeymen to 1 Apprentice Thereafter

MEDINA, PORTAGE, STARK, SUMMIT,
TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Add \$1.25 per hour for High Pay which is all work that requires the employee be supported by equipment which hangs or suspends from the roof of a building or structure including all repelling .

1 Apprentice to 1 Journeymen

note) :

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

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

Details :

4 Journeymen to 1 Apprentice
1 Journeymen to 1 Apprentice, spinning of cable
for suspension bridge

1 Journeymen to 1 Apprentice, ornamental work

2 Journeymen to 1 Apprentice, reinforcing work

***the ratio of apprentices to journeymen may be
adjusted higher on a job-to job basis with the
approval of the business manager and/or business
agent.

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

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

Details :

PORTAGE, SANDUSKY, STARK, SUMMIT,
TRUMBULL, WOOD

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

Details :

Group 1

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

Group 2

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

Group 3

Blast and Powder Person, Muckers (with miners), Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person, Grade Checker

Group 4

Miner, Welder, Gunitite Nozzle Person

Special Jurisdictional Note :**Details :**

Group 1

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

Group 2

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

Group 3

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

Group 4

Gunnite Operator, Hazardous Waste Level (A)

Group 5

Watchman

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth.

note) :

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

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment; Compact Cranes, track or rubber over 4,000 pound capacity, self-erecting cranes: stationary, track or truck (all configurations) bucket trench machines (over 24" wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power

Scrapers; Push Cats; Vermeer Type Concrete Saw; All rotomills, grinders & planers of all types. Articulating/end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Inserter/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Guniting Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screed Concrete Paver. Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change # : LCN01-2013fbLoc18hevhwylI

Craft : Operating Engineer Effective Date : 08/07/2013 Last Posted : 08/07/2013

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$31.54		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.09	\$60.86
Class 2	\$31.42		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$44.97	\$60.68
Class 3	\$30.38		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$43.93	\$59.12
Class 4	\$29.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$42.75	\$57.35
Class 5	\$23.74		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$37.29	\$49.16
Class 6	\$31.79		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.34	\$61.24
Class 7	\$31.79		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.34	\$61.24
Class 8	\$32.04		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$45.59	\$61.61
Great Lakes Floating Agreement												
Class 1	\$38.70		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$71.10
Class 2A	\$37.20		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$50.25	\$68.85
Class 2B	\$37.20		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$50.25	\$68.85
Class 3	\$33.10		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$46.15	\$62.70
Class 4	\$27.55		\$6.66	\$5.75	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$40.60	\$54.38
Apprentice	Percent											
1st Year	50.00	\$15.77	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$29.32	\$37.21
2nd Year	60.00	\$18.92	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$32.47	\$41.94
3rd Year	70.00	\$22.08	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$35.63	\$46.67
4th Year	80.00	\$25.23	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.78	\$51.40
Field Mech Trainee Class 2												
1st year	49.80	\$15.71	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$29.26	\$37.11

2nd year	59.75	\$18.85	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$32.40	\$41.82
3rd year	69.73	\$21.99	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$35.54	\$46.54
4th year	79.70	\$25.14	\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$38.69	\$51.26

Special Calculation Note : Other: Education & Safety Fund is \$0.04 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company , there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

****Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.**

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9), Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch/Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track

or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers, asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rotator (lime-soil Stabilizer), Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft .

GREAT LAKES FLOATING AGREEMENT:

Class 1 - Diver, Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman (Master Mechanic)

Class 2A - Crane Backhoe Operator, Mechanic/Welder, Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge) Diver Tender, Tug Operator (Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom or any Crane Certification.

Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane (over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.

Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :**Details :**

Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.

When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.

Drywall Finisher: both wipe down man and finisher (\$20.95) when using Journeyman's own stilts or automatic tools (\$21.45). Drywall Finisher w/Machines both wipe down man and finisher (\$21.30) when using Journeyman's own stilts or automatic tools (\$21.80) Apprentice pay based on percentage of above appropriate classification.

Special Jurisdictional Note :**Details :**

Journeyman and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.

When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.

Drywall Finisher: both wipe down man and finisher (\$20.95) when using Journeyman's own stilts or automatic tools (\$21.45). Drywall Finisher w/Machines both wipe down man and finisher (\$21.30) when using Journeyman's own stilts or automatic tools (\$21.80) Apprentice pay based on percentage of above appropriate classification.

classification.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, STARK,
TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Journeymen and apprentices using coal tar, vinyl's, epoxies or any product using hot or special thinner, shall be paid an additional \$0.50 per hour for (class 3) and an additional \$.50 for (class 4) of each classification. This does not apply to water based epoxies.

When concrete block is filled by spray application, Roller men shall be paid \$0.25 per hour in addition to the Brush and Roll rate.

Drywall Finisher: both wipe down man and finisher, when using Journeyman's own stilts or automatic tools add .80 per hour worked to the classification above. Drywall Finishers: both wipe down man and taper/finisher, swing stage, ladder jack, or window jack add \$.30 per hour worked to the above classification.

2000 hrs 55% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37
 3000 hrs 65% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37
 4000 hrs 50% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37
 5000 hrs 70% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37
 6000 hrs 85% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37
 7000 hrs 90% plus (\$4.46 h&w)+(\$1.00 pension)+(\$0.25 apprentice training) + vacation \$0.37

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

ASHLAND, ASHTABULA, CUYAHOGA,
 ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
 PORTAGE, RICHLAND, STARK, SUMMIT

Special Jurisdictional Note :**Details :**

Sign and display work shall include but not limited: to the making and installation of all signs and servicing of the same, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand, brush, roller, spray, mechanical or computer aided and by any other method or process pertaining to same: they shall have control of all branches, methods and processes of screen process work: tube bending and display work such as creating, building and finishing of all display matter and its related operations used for advertising purposes, including all lettering whether it be done by hand, mechanical or computer aided or by any other method or process pertaining to same: the construction, erection and maintenance of all billboards and all communication advertising.

HURON, JEFFERSON, KNOX, LAKE, LOGAN,
LORAIN, LUCAS, MAHONING, MARION,
MEDINA, MERCER, MONROE, MORROW,
NOBLE, OTTAWA, PAULDING, PIKE,
PORTAGE, PUTNAM, RICHLAND,
SANDUSKY, SENECA, SHELBY, STARK,
SUMMIT, TRUMBULL, TUSCARAWAS, VAN
WERT, WASHINGTON, WAYNE, WILLIAMS,
WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, KNOX, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Plumber Pipefitter Local 94**

Change # : LCN01-2013fbLoc94

Craft : Plumber/Pipefitter Effective Date : 05/01/2013 Last Posted : 04/10/2013

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Plumber Pipefitter	\$32.08		\$6.78	\$4.64	\$0.62	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$48.02	\$64.06
Apprentice	Percent											
1st 6 months	40.00	\$12.83	\$6.78	\$0.00	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$21.83	\$28.25
2nd 6 months	45.00	\$14.44	\$6.78	\$0.00	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$23.44	\$30.65
3rd 6 months	50.00	\$16.04	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$25.54	\$33.56
4th 6 months	55.00	\$17.64	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$27.14	\$35.97
5th 6 months	60.00	\$19.25	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$28.75	\$38.37
6th 6 months	65.00	\$20.85	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$30.35	\$40.78
7th 6 months	75.00	\$24.06	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$33.56	\$45.59
8th 6 months	80.00	\$25.66	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$35.16	\$48.00
9th 6 months	85.00	\$27.27	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$36.77	\$50.40
10th 6 months	90.00	\$28.87	\$6.78	\$0.50	\$0.62	\$0.00	\$1.60	\$0.00	\$0.00	\$0.00	\$38.37	\$52.81

Special Calculation Note : No special calculations for this skilled craft wage rate are

required at this time.

Ratio :

3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

CARROLL*, STARK, WAYNE

Special Jurisdictional Note : In Carroll County the following townships are included: Brown, Augusta, East, Harrison, Washington, Center and Fox.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: **Roofer Local 88**

Change # : LCN01-2013fbLoc88

Craft : Roofer Effective Date : 06/05/2013 Last Posted : 06/05/2013

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Roofer	\$24.00	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$37.76	\$49.76
HELPERS											
1st year Helper - 500 1st 6 months	\$10.00	\$8.00	\$0.00	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$18.24	\$23.24
1st year Helper - 500 w/12 months	\$12.00	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$25.76	\$31.76
2nd year Helper - w/12 months	\$13.44	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$27.20	\$33.92
3rd year Helper - w/12 months	\$14.88	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.64	\$36.08
4th year Helper - w/12 months	\$16.32	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$30.08	\$38.24
5th year Helper - w/12 months	\$17.76	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$31.52	\$40.40
6th year Helper	\$19.20	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$32.96	\$42.56
Apprentice	Percent										

1st 6 months w/500 hrs	50.00	\$12.00	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$25.76	\$31.76
2nd 6 months w/500 hrs	56.00	\$13.44	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$27.20	\$33.92
3rd 6 months w/500 hrs	62.00	\$14.88	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.64	\$36.08
4th 6 months w/500 hrs	68.00	\$16.32	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$30.08	\$38.24
5th 6 months w/500 hrs	74.00	\$17.76	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$31.52	\$40.40
6th 6 months w/500 hrs	80.00	\$19.20	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$32.96	\$42.56
7th 6 months w/500 hrs	86.00	\$20.64	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$34.40	\$44.72
8th 6 months w/500 hrs	92.00	\$22.08	\$8.00	\$5.52	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$35.84	\$46.88

Special Calculation Note : Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour. Other \$0.12 is for C.I.D.B.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

3 Journeymen To 1 Apprentice

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

Special Jurisdictional Note :

Details :

Work but not limited to:Exterior application of manufactured and/or job site fabricated metal decking, siding and exterior appurtenances thereto. The erection of pre-engineered metal buildings, pre-manufactured gas stations and appurtenances thereto. The installation of metal roofs and appurtenances. The erection and/or job site fabrication of draft or fire curtains and appurtenances thereto.

5-7 Journeymen to 3 Apprentice
8-10 Journeymen to 4 Apprentice
11-13 Journeymen to 5 Apprentice
14, 15 Journeymen to 6 Apprentice
and maintaining a three to one apprentice ratio
thereafter.

Special Jurisdictional Note :

Details :

Scope of Work: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct-lining; (c) testing, servicing, and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Worker's International Association.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2013fbLoc669

Craft : Sprinkler Fitter Effective Date : 08/21/2013 Last Posted : 08/21/2013

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sprinkler Fitter	\$32.52		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.50	\$0.00	\$0.00	\$52.11	\$68.37
Indentured prior to April 2010												
50%	\$16.26		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$24.41	\$32.54
50%	\$16.26		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$24.41	\$32.54
55%	\$17.89		\$8.42	\$5.50	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$32.51	\$41.46
60%	\$19.51		\$8.42	\$5.50	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.13	\$43.89
65%	\$21.14		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$40.23	\$50.80
70%	\$22.76		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$41.85	\$53.23
75%	\$24.39		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$43.48	\$55.68
80%	\$26.02		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$45.11	\$58.12
85%	\$27.64		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$46.73	\$60.55
90%	\$29.27		\$8.42	\$5.50	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$48.36	\$63.00
Apprentice	Percent											
Indentured on or after April 2010	45.00	\$14.63	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.53	\$29.85
CLASS 2	50.00	\$16.26	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.16	\$32.29
CLASS 3	55.00	\$17.89	\$8.42	\$5.50	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$32.51	\$41.45
CLASS 4	60.00	\$19.51	\$8.42	\$5.50	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.13	\$43.89
CLASS 5	65.00	\$21.14	\$8.42	\$5.50	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$36.01	\$46.58
CLASS 6	70.00	\$22.76	\$8.42	\$5.50	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$37.63	\$49.02
CLASS 7	75.00	\$24.39	\$8.42	\$5.50	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$39.26	\$51.46
CLASS 8	80.00	\$26.02	\$8.42	\$5.50	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.89	\$53.89

CLASS 9	85.00	\$27.64	\$8.42	\$5.50	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$42.51	\$56.33
CLASS 10	90.00	\$29.27	\$8.42	\$5.50	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.14	\$58.77

Special Calculation Note : Other \$0.50 is for Industry Advancement. No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

Ratio :

3 Journeymen to 1 Apprentice
per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 2
Locals 20,40,92,92b,100,175,284,438,377,505,637,908,957

Change # : CN1-2011BldgHevHwy

Craft : Truck Driver **Effective Date :** 06/29/2011 **Last Posted :** 06/29/2011

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys- Heavy duty Equipment (irrespective of load carried) when used exclusively for transportation- Truck Mechanics (when needed)	\$23.20	\$6.81	\$5.70	\$0.10	\$0.00	\$0.00	\$0.00			\$35.81	\$47.41

Apprentice	Percent										
First 6 months	80.00	\$18.56	\$6.81	\$5.70	\$0.10	\$0.00	\$0.00	\$0.00			\$31.17 \$40.45
7-12 months	85.00	\$19.72	\$6.81	\$5.70	\$0.10	\$0.00	\$0.00	\$0.00			\$32.33 \$42.19
13-18 months	90.00	\$20.88	\$6.81	\$5.70	\$0.10	\$0.00	\$0.00	\$0.00			\$33.49 \$43.93
19-24 months	95.00	\$22.04	\$6.81	\$5.70	\$0.10	\$0.00	\$0.00	\$0.00			\$34.65 \$45.67
25-30 months	100.00	\$23.20	\$6.81	\$5.70	\$0.10	\$0.00	\$0.00	\$0.00			\$35.81 \$47.41

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

Ratio :

3 Journeymen to 1 Apprentice per company/project

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above

their Basic Hourly Rate.

APPENDIX

B

Bid Forms

Bid Form 1

AUTHORITY OF BID SIGNATORY

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

- _____ The party bidding is a sole partnership. Below the signature affixed on the Proposal Sheet, a sole proprietorship's owner shall write "sole owner" or "doing business as (name of bidder)".

- _____ The party bidding is a partnership and the party signing is one of the partners. Below the signature affixed on the proposal sheet, a signatory for a partnership shall write "member of the firm".

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

- _____ Signatory authority is evidenced by other means noted below:

Bid Form 2

INSERT BID GUARANTY HERE

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

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

NOTE: Make a certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items of the proposal. Such a bid guarantee check shall be made payable to the OWNER without condition.

Bidders using the Ohio Statutory Bid Guaranty and Contract Bond Form can leave the penal amount blank, if such is acceptable to the bidder and the surety. The statutory bond form, per ORC 153.571, the penal amount equal to the price bid, if the amount is left blank.

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

An approved surety company must provide bid Bond. This company must be authorized to transact business in the State of Ohio and with local agent. Agents of bonding companies shall be licensed to conduct business in the State of Ohio and have a local (Ohio) agent. Each bid shall contain the power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the documents furnished. Identification of the local agent is to accompany each Bond.

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

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 have this page Notarized

Bid Form 4

PROJECT REFERENCES

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

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

All previous work for the OWNER over the last five (5) years should be identified.

INSURANCE AFFIDAVIT

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

- (1.) The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in "General Conditions" § 1.14 Insurance.
- (2.) The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
- (3.) The names and A.M. Best Company ratings of companies required to provide the required insurance.

You must have the insurance affidavit notarized.

“General Conditions” INSURANCE § 1.14

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
 - I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.

- II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
1. Workmen's Compensation and Employer's Liability
Insurance affording,
 - (a) protection under the Workmen's Compensation Law in the State of Ohio.
 - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.

 2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$50,000.00
Medical Expense Limit	\$5,000.00

This insurance shall:

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

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

- c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated

on the required Certificate of Insurance (Item III.4);

- d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
- e. **INCLUDE THE CITY OF CANTON, OHIO AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**

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

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

4. The contractor will provide and maintain Installation/Builders Risk Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work performed. It should include all items of labor and materials incorporated therein, materials in storage, on or off the job site, scheduled for use in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Contractor to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

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

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

Bid Form 7

BIDDER'S AFFIDAVIT: FOREIGN CORPORATION*

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

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

statutory agent is

(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

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

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 himself.

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. I N S T R U C T I O N S

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. C O N T R A C T O R A N D B I D D E R I N F O R M A T I O N

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

EVALUATION (level blank)

- Compliance
- Non-Compliance Follow-up _____

III. POLICIES AND PRACTICES

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

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

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

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

IV. EMPLOYMENT DATA

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

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

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

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

FIRM OR CORPORATE NAME _____ DATE OF SIGNING _____

SIGNATURE _____ TITLE _____

SIGNATURE _____ TITLE _____

V. ADDITIONAL INFORMATION (OPTIONAL)

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

DESCRIPTION OF OCCUPATIONAL CATEGORIES

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

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

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

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

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

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

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

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

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

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

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

A) The Bidder agrees to expend at least \$ _____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers. 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: _____ %

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.

EEO
POLICY STATEMENT

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

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

(Date)

(Name of Company)

(Signature and Title of Company Officer)

PROJECT: **GP 1125, 55th St. NE Storm Sewer Project**

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

**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 86/2009, CHAPTER 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 86/2009, Chapter 105.01, a copy of which is included in these specifications.

QUESTIONNAIRE

When completing Bid Form #12, please submit your answers, separately, on your company letterhead and attach to Bid Form #12.

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

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.

6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.
8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.
14. Please describe any violations of the worker compensation law.

15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.
19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.
20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.
21. Please state whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3) of Ordinance 86/2009, and their job descriptions or trade specialities that the bidder will employ on the public contract.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

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 in City Project
(name of project)

And hereby desposes and states under oath that the
(name of bidder's

_____ shall employ all local labor for all work to be performed on
company)

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_____.

Name of Notary Public

My Commission Expires:

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)

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)

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U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (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-Daoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors

34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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

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

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. Wafa Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia,

Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)

9. Aid Organization of the Ulema (Pakistan)

10. Global Relief Foundation (United States)

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

WEEKLY PAYROLLS

Each week as work progresses the Contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein.

All weekly payrolls shall contain or have attached the following:

- A) Name of each employee. Also show address when employee is first entered on payrolls and whenever his address changes thereafter.
- B) Classification of employees (same as shown on wage determination or provisional approval).
- C) Rate of pay not less than that shown on the wage determination.
- D) Hours worked each day and total for each week for each employee.
- E) All deductions made.
- F) Net amount paid employee.
- G) The following certification:

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

(SIGNATURE)

(TITLE)

APPENDIX

C

Project Utility Note

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

Project Utility Note:

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

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

Dominion East Ohio (DEO)

American Electric Power (AEP)

AT&T

Time Warner Cable

City of Canton Water

City of Canton Engineering Department (Sanitary & Storm)

Contact information for the above utilities is found on plan sheet 4 of 65.

The locations of the utilities shown in the project construction plans are the original locations and may not be the current locations in the field. Utility company relocation plans showing the applicable proposed/as-built locations of their facilities are provided either within the construction plans or within this Utility Note.

Bidders are advised that the following utility facilities may not be cleared from the construction area at the time of award of the contract. These facilities shall remain in place or be relocated within the construction limits of the project as set out below. Any and all applicable notices must be given in writing or in accordance with the contract documents to be valid.

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

Dominion East Ohio (DEO)

Dominion EOG has relocation plans for the gas line on the north side of 55th from Sta. 59+50 to 64+50 to accommodate the proposed storm sewer.

American Electric Power (AEP)

AEP has poles on the south side of 55th St. N.E. Relocation of these poles is anticipated to be unnecessary with the exception of the pole at the S.E. corner of 55th St. N.E. and Beverly Ave. N.E. This pole is within the area of the proposed sidewalk and wheelchair ramp. This pole is to be relocated to the south of its current location and will be performed by AEP.

AT&T

AT&T has an underground telecommunication bank on the south side of 55th St. N.E. ranging in size from 16"-32". Contractor must use to caution not to disturb.

Time Warner Cable

All Time Warner Cable utilities utilize AEP/AT&T poles. All cable relocation/transfer work shall be coordinated as necessary with other utilities to ensure timely scheduling of line transfers.

City of Canton Water

Refer to plans.

City of Canton Engineering Department (Sanitary & Storm)

Refer to plans.

APPENDIX

D

CHANGE ORDER POLICY

Canton Engineering Change Order Policy

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

Change Orders will be categorized into the following Tiers:

Tier 1:

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

Tier 2:

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

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

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

Authorization of Change Order Work:

Tier 1:

The Canton City Engineering will authorize the work prior to submission of the Change Order. Contractor cannot proceed until such authorization.

Tier 2:

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

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

APPENDIX

E

CLAIMS MANAGEMENT POLICY

City of Canton Engineering Department's Claims Management Policy

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

Claims

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

Purpose

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

Process

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

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

Step 1 City Project Manager

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

Step 2 City Engineer

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a

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

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the City Engineer.
2. The Dispute Documentation shall be identified on a cover page by G.P.# (project number), Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

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

Step 3 Canton Service Director

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

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

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

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

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

By: _____

(The Contractor, Name and Title)

Date of Execution: _____

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

1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the

dates of the disputed work and the date of early notice. The narrative must also discuss the prior efforts taken to resolve the dispute.

2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the claim document.
3. Response to each argument set forth by the Contractor.
4. Any counter-claims, accompanied by supporting documentation, the Canton Service Director Claims Committee wishes to assert.
5. Copies of relevant correspondence and other pertinent documents.

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

APPENDIX

F

Project Labor Agreement

PROJECT LABOR AGREEMENT
for the
55th STREET ASPHALT PAVEMENT REPLACEMENT PROJECT (GP#1125)
Entered Into Between
CITY OF CANTON
and
EAST CENTRAL OHIO BUILDING AND CONSTRUCTION
TRADES COUNCIL AFL-CIO
and
SIGNATORY LOCAL UNIONS

Effective _____

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ARTICLE I
INTENT AND DURATION

Section 1. Intent And Duration. This Project Stabilization Agreement (the "Agreement") is entered into between the City of Canton (collectively the "Owner"); the East Central Ohio Building and Construction Trades Council, AFL-CIO ("ECOB & CTC" or "Council"); and the Signatory Unions (the "Unions"), and applies exclusively to the construction work within the scope of this Agreement to be performed on the 55th Street Asphalt Pavement Replacement Project (GP#1125) (the "Project"). The Project is an annual effort by the Owner to identify, repave and refurbish certain designated streets and roadways in the City of Canton. The purpose of this Agreement is to promote efficiency and cost-savings in the construction, repaving and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

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

in writing by the Owner.

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

ARTICLE II

PURPOSE

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

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that the Owner has a critical need for timely completion of the Project. The Project must begin and be completed during seasons when the possibility of inclement weather and weather involving snow and ice is at its lowest. Timely completion of the Project without interruption or delay is therefore vital. The parties understand and agree that timely completion of the Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to its completion; the Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and no delays. In recognition of those special needs of the Project, Unions signatory hereto and their members agree not to initiate, authorize, sanction,

participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of the City of Canton. Contractors agree not to engage in any lockouts.

ARTICLE III

BENEFITS OF THE AGREEMENT

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

- (a) ensuring the long term success of and continued growth of the City of Canton by insuring that heavily traveled streets and roadways are in optimum condition;
- (b) avoiding the costly delays of potential strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (c) standardizing terms and conditions governing the employment of labor on the Project;
- (d) permitting flexibility in work scheduling and shift hours and times;
- (e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (f) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (g) ensuring a reliable source of skilled and experienced labor; and
- (h) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry.

ARTICLE IV

SCOPE OF AGREEMENT

Section 1. The Work. This Agreement is specifically defined and limited to

onsite construction and renovation work required to construct the Project.

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

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by the Owner.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas and except as provided in Article IV, Section 10), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).
- (d) All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.

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

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

Section 3. Contract Award and Consent to Agreement.

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

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

Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

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

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

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

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

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

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

ARTICLE V

LABOR/MANAGEMENT COOPERATION

JOINT ADMINISTRATIVE COMMITTEE

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

Section 2. The Committee shall meet at least quarterly, or more often if

special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI

UNION RECOGNITION AND EMPLOYMENT

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

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

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

Section 4. Lack of Job Referral System. In the event that a signatory Local

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

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

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

ARTICLE VII

GRIEVANCE ARBITRATION PROCEDURE

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

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

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a

grievance and subject to resolution under the following procedures:

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

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

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

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days

thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

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

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

ARTICLE VIII

JURISDICTIONAL DISPUTES

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

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

to this Agreement.

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

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

ARTICLE IX

MANAGEMENT'S RIGHTS

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

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

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

Section 4. Disputes. If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union

shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE X

WORK STOPPAGES

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

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

ARTICLE XI

WAGES AND BENEFITS

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

Section 2. Payment of Benefits/Contributions. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to

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

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

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

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

Section 2. Wage/Benefit Increases. Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any

Contractor to become effective during the term of the Project for the East Central Ohio Region, those wage and/or benefit increases shall be paid, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

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

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

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or, for 8 hour shifts, in excess of eight (8) hours per day; or for 10 (ten) hour shifts for work in excess of 10 hours per day; such work and work performed on Saturdays shall be paid at one and one-half times the straight time rate of pay. However, in scheduled four (4) day/ten hour shift work

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

Section 4. Shifts.

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

Section 5. Minimum Pay. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the employer's discretion remains available for work. Any employee who reports for work and for

whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this agreement when the employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the employer requests employees to remain available for work, the employees will be compensation for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this section are not applicable where the employee voluntarily quits or lays off.

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

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

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

Section 9. Helmets to Hardhats.

- (a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in*the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment,

Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

- (b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV

APPRENTICES

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

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

ARTICLE XV

DRUG AND ALCOHOL POLICY – CRIMINAL BACKGROUND CHECKS

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

implemented for all Contractors and employees working on the Project.

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

ARTICLE XVI

NON-DISCRIMINATION

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

ARTICLE XVII

SOLE AND COMPLETE AGREEMENT

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

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

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

demand to formal interest arbitration.

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

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

OWNER

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

David Kinn

APPROVED AS TO FORM

[Signature]
CONTRACT LAW DIRECTOR *JH*

BOILERMAKERS LOCAL NO. 744

By: _____

Name: _____

Title: _____

Date: _____

BRICKLAYERS LOCAL 6

By: _____

Name: _____

Title: _____

Date: _____

ELECTRICIANS LOCAL NO. 540

By: Philip D. Williams

Name: Philip D. Williams

Title: Bus. Mnggr / FINAN Secy

Date: 2/27/13

ELEVATOR CONSTRUCTORS LOCAL NO. 45

By: _____

Name: _____

Title: _____

Date: _____

GLAZIERS LOCAL NO. 1162

By: _____

Name: _____

Title: _____

Date: _____

**HEAT & FROST INSULATORS AND
ASBESTOS WORKERS LOCAL
NO. 84**

By: _____

Name: _____

Title: _____

Date: _____

**INDIANA/KENTUCKY/OHIO
REGIONAL COUNCIL OF
CARPENTERS**

By: Charles J. Rohr

Name: Charles J. Rohr

Title: Senior Representative

Date: 3/1/13

IRONWORKERS LOCAL NO. 550

By: _____

Name: _____

Title: _____

Date: _____

LABORERS LOCAL NO. 134

By: _____

Name: _____

Title: _____

Date: _____

LABORERS LOCAL NO. 1015

By: Robert C. Myle

Name: Robert C. Myle

Title: Business Manager

Date: 3-12-13

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

By: Jeffrey J. Hathaway

Name: Jeffrey J. Hathaway

Title: Business Manager

Date: 3-13-2013

PAINTERS LOCAL NO. 603

By: _____

Name: _____

Title: _____

Date: _____

**PLUMBERS, PIPEFITTERS AND
REFRIGERATION LOCAL NO. 94**

By: _____

Name: _____

Title: _____

Date: _____

ROOFERS, LOCAL UNION NO. 88

By: _____

Name: _____

Title: _____

Date: _____

**SHEET METAL WORKERS LOCAL
NO. 33**

By: _____

Name: _____

Title: _____

Date: _____

SPRINKLER FITTERS LOCAL NO. 669

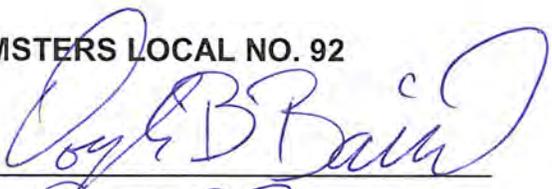
By: _____

Name: _____

Title: _____

Date: _____

TEAMSTERS LOCAL NO. 92

By: 

Name: Doyle B Baird

Title: PRESIDENT

Date: 3-5-13

APPENDIX 1
LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE 55th STREET ASPHALT PAVEMENT REPLACEMENT PROJECT
(GP#1125)

Pursuant to Article I, Section 1 of the Project Labor Agreement (the "Agreement") for the 55th Street Asphalt Pavement Replacement Project (GP#1125), the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

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

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPENDIX 2
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY
SPECIFICATIONS

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

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

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

CONTRACTUAL REQUIREMENTS

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

must be submitted to the Owner for approval prior to commencement of any work on the Project site.

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

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

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

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

TESTING REQUIREMENTS

The Project requires:

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

All Prime Contractors must perform post-offer/pre-engagement, and post

accident/incident testing upon reasonable suspicion, as follows:

- a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA) certified laboratory with test results interpreted by a licensed medical review officer (MRO).
- b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.
- c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by this specification. Acceptable negative test result format.
 - A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
 - An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

COMPLIANCE PROCEDURE

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

The Contractor's pre-engagement employees who receive a positive test result shall immediately leave the Project Site. Transportation of employees receiving the positive test result is the direct responsibility of the employing Prime Contractor, including employees of its subcontractors. Furthermore, pre-engagement

employees receiving a positive test shall not be permitted to return to the Project Site earlier than 90 days from the date of the positive test. At this time the employee may begin the process outlined by this specification again.

DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS-
GRIEVANCE PROCEDURES

1. DEFINITIONS:

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

2. CONFIDENTIALITY

- (a) All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the

Contractor will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.

- (b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- (c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.
- (d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

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

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

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

- (a) Applicants testing positive for drug use will not be hired.
- (b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- (c) Employees who refuse to cooperate with testing procedures will be terminated.
- (d) Employees found in possession of drugs or drug paraphernalia will be terminated.

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

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

APPENDIX

G

Conditions for the Nationwide Permit



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

MAR 29 2013

Regulatory Division
North Branch
LRH-2011-00257-TUS-UNT Middle Branch of Nimishillen Creek

PRELIMINARY JURISDICTIONAL DETERMINATION
AND NATIONWIDE PERMIT NO. 14 VERIFICATION

RECEIVED

APR 1 2013

Mr. Daniel Moeglin
City of Canton Engineer
2436 30th Street Northeast
Canton, Ohio 44705

CITY ENGINEERING DEPT
CANTON, OHIO

Dear Mr. Moeglin:

I refer to the pre-construction notification (PCN) that you submitted and which was received in this office on January 11, 2013 concerning a proposal to discharge approximately 48 cubic yards of fill material into 280 linear feet of an unnamed tributary to Middle Branch of Nimishillen Creek in conjunction with the 55th Street Storm Sewer Improvement project. The proposed project is located along 55th Street Northeast, between Plain Center Avenue Northeast and Firestone Avenue Northeast, in the City of Canton, Stark County, Ohio. The unnamed tributary to Middle Branch of Nimishillen Creek is an indirect tributary to the Tuscarawas River, a traditional navigable water (TNW) of the United States. Your PCN has been assigned the following file number: LRH-2011-00257-TUS- UNT Middle Branch of Nimishillen Creek. Please reference this file number on all future correspondence related to this proposed project.

The United States Army Corps of Engineers (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR 328 and 33 CFR 329. Section 404 of the Clean Water Act requires that a Department of the Army (DA) permit be obtained prior to discharging dredged or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 requires that a DA permit be obtained for any work in, on, over or under a navigable water.

The PCN submittal contains information concerning potential waters of the United States for the 4,000-foot 55th Street corridor. Based on a review of the information provided, approximately 2,000 linear feet of an unnamed tributary to Middle Branch of Nimishillen Creek exists with corridor. See the attached Jurisdictional Waters Maps (East and West) for further details. This office has determined that the unnamed tributary to Middle Branch of Nimishillen Creek may be a water of the United States in accordance with the Regulatory Guidance Letter (RGL) for Jurisdictional Determinations (JDs) issued by the Corps on June 26, 2008 (RGL No. 08-02). As indicated in the guidance, this preliminary jurisdictional determination (PJD) is non-binding and cannot be appealed (33 C.F.R. 331.2), and only provides a written indication that waters of the United States, including wetlands, may be present on-site.

You have declined to exercise the option to obtain an approved JD in this instance and at this time. However, for the purposes of the determination of impacts, compensatory mitigation, and other resource protection measures for activities that require authorization from this office, the stream identified above will be evaluated as if it is waters of the United States.

Attached please find two copies of the PJD. **If you agree with the findings of this PJD and understand your options regarding the same, please sign and date one copy of the form and return it to this office within 30 days of receipt of this letter.** You should submit the signed copy to the following address:

United States Army Corps of Engineers
Huntington District
502 Eighth Street
Huntington, West Virginia 25701
Attn: North Branch.

In the submitted PCN materials received in this office on January 11, 2013, you have requested authorization to discharge approximately 136 cubic yards of fill material, below the ordinary high water mark, into approximately 280 linear feet of an unnamed tributary to Middle Branch of Nimishillen Creek to complete roadway improvements along 55th Street Northeast. The work will be conducted as proposed in the attached "City of Canton, Ohio 55th Street NE Storm Sewer Improvements" plans.

Based on the provided information, it has been determined the proposed project meets the criteria for Nationwide Permit (NWP) No. 14 (attached) under the February 21, 2012 Federal Register, Reissuance of NWPs (77 FR 10184) provided you comply with all terms and conditions of the enclosed material and the attached 401 Water Quality Certification (WQC) issued for this NWP by the Ohio Environmental Protection Agency (OEPA) on March 30, 2012. The NWPs expire on March 18, 2017.

In view of the above, your roadway improvement is permitted subject to the terms and conditions of the enclosed material. It is your responsibility to ensure that your work conforms to all of the conditions listed within the enclosed material. Please be aware this NWP verification does not obviate the requirement to obtain any state or local assent required by law for the activities.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 18, 2017. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 18, 2017, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

As indicated above, OEPA issued 401 WQC for this NWP on March 30, 2012. Enclosed is a copy of the NWPs and 401 WQC to be kept at the project site during construction.

Upon completion of the work, the attached certification must be signed and returned to this office. If you have any questions concerning the above, please contact Ms. Megan Oberst at (330) 364-6177.

Sincerely,

A handwritten signature in black ink that reads "Teresa Spagna". The signature is written in a cursive style with a large initial "T".

Teresa Spagna
Regulatory Project Manager
North Branch

Enclosures

Copy furnished:

Mrs. Rachel Taulbee
Ohio EPA, Division of Surface Water
P.O. Box 1049
Columbus, Ohio 43216-1049

SPECIAL CONDITIONS FOR THE NATIONWIDE PERMIT NO. 14 VERIFICATION
City of Canton, 55th Street Storm Sewer Improvements
LRH-2011-00257-TUS – UNT Middle Branch Nimishillen Creek

PAGE 1 OF 1

1. All work shall take place in accordance with the attached plans titled *City of Canton, Ohio 55th Street NE Storm Sewer Improvements*.
2. Enclosed is a copy of Nationwide Permit 14, which shall be kept at the site during construction. A copy of the nationwide permit verification, special conditions and the attached construction plans must be kept at the site during construction. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this nationwide permit verification have knowledge of the terms and conditions of the authorization and that a copy of the nationwide permit verification is at the project site throughout the period the work is underway.
3. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee shall submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.
4. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a Federally-listed endangered species. Since first listed as endangered in 1967, their population has declined by nearly 60%. Several factors have contributed to the decline of the Indiana bat including the loss and degradation of suitable hibernacula, human disturbance during hibernation, pesticides, and the loss and degradation of forested habitat, particularly stands of large, mature trees. Fragmentation of forest habitat may also contribute to declines. Summer habitat requirements for the species are not well defined but the following are considered important:
 - a. Dead or live trees and snags with peeling or exfoliating bark, split tree trunk and/or branches, or cavities, which may be used as maternity roost areas.
 - b. Live trees (such as shagbark hickory and oaks) which have exfoliating bark.
 - c. Stream corridors, riparian areas, and upland woodlots which provide forage sites.

The permittee shall preserve trees and associated habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, these trees shall only be cut prior to April 1 and after September 30.

5. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the road project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project. _____

Permit Number: 2011-00257-TUS

Name of Permittee: City of Canton

Date of Issuance: March 29, 2013

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

Huntington District
U. S. Army Corps of Engineers
502 8th Street
Huntington, West Virginia 25701-2070
Attn: RD-N

Please note that your permitted activity is subject to a compliance inspection by a U. S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee *Dan Muehl* Date *8-23-13*
Canton City Engineer

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: City of Canton Engineer	File Number: LRH-2011-25-TUS-UNT Middle Branch of Nimishillen Creek	Date: 3/29/2013
Attached is:		See Section below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input checked="" type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Ginger Mullins, Chief, Regulatory Division, 304-399-5610
Michael Hatten, Chief, North Branch, 304-399-5210
Mark Taylor, Chief, Energy Resource Branch, 304-399-5610
LuAnne Conley, Chief, South/Transportation Branch, 304-399-5710
Address: U.S. Army Corps of Engineers
Regulatory Division
502 8th Street
Huntington, WV 25701

If you only have questions regarding the appeal process you may also contact:

Appeal Review Officer
U.S. Army Corps of Engineers
Great Lakes and Ohio River Division
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
TEL (513) 684-6212; FAX (513) 684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

APPENDIX

H

Soil Borings Report

August 11, 2011

Mr. Bill Dorman, P.E.
CTI Engineers, Inc.
101 Central Plaza South
Suite 400
Canton, Ohio 44702

Re: Report of Geotechnical Subsurface Exploration
55th Street Storm Sewer Installation
Plain Township, Stark County, Ohio
PSI File Number: 0145-433

Dear Mr. Dorman:

In compliance with your instructions, we have conducted a subsurface exploration for the above-referenced project. The results of this exploration, together with our recommendations are to be found in the accompanying report.

Often, during design and construction phases, questions arise concerning subsurface conditions. PSI would be pleased to continue our role as Geotechnical Engineers during the project implementation. PSI also is interested in providing materials testing during the construction of this project.

If you will advise us of the appropriate time to discuss these engineering services, we will be pleased to meet with you at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Nicholas S. Campanella
Branch Manager



A. Veeramani, P.E.
District Manager

**REPORT OF
GEOTECHNICAL SUBSURFACE EXPLORATION**

FOR THE PROPOSED

**55TH STREET STORM SEWER INSTALLATION
PLAIN TOWNSHIP, STARK COUNTY, OHIO**

PREPARED FOR

**CTI ENGINEERS, INC.
101 CENTRAL PLAZA SOUTH
SUITE 400
CANTON, OHIO 44702**

PREPARED BY

**PROFESSIONAL SERVICE INDUSTRIES, INC.
4579 NAVARRE ROAD
CANTON, OH 44706**

PSI FILE NUMBER: 0145-433

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PROJECT INFORMATION

Project Authorization

This report presents the results of a geotechnical subsurface exploration and analysis, conducted for CTI Engineers, Inc., in connection with the proposed 55th Street Storm Sewer Installation, in Plain Township, Stark County, Ohio. PSI's services for this project were performed in accordance with PSI Proposal No. 0145-39503 dated February 23, 2011. The proposal included a proposed scope of services, estimated cost, unit rates and PSI's General Conditions. Authorization to perform this exploration and analysis was acknowledged under the signed subcontract agreement between CTI Engineers, Inc., and PSI, Inc. on July 13, 2011.

Project Description

Project information has been provided by Mr. Dave Koontz of CTI Engineers, Inc. Included, we have received a preliminary site plan showing the general limits of the proposed sewer project as well as a rough boring location plan, and information specific to the depth of the proposed soil borings.

Based on the provided information, it is understood that the proposed development will include the construction of a new storm sewer along 55th Street in Plain Township. The project extends approximately 4,000 lineal feet along the south-side of 55th Street between Market Avenue to the west, and the Lake Erie Railroad line to the east. The proposed storm sewer between Market Avenue and Plain Center Avenue will consist of about 12 to 24 inch diameter pre-cast concrete pipe set at an invert elevation of 4 to 5 feet below the existing site grades.. The new storm sewer between Plain Center Avenue and the Railroad Track Right-of-Way will include the installation of about 48 to 72 inch pre-cast concrete pipe. The invert elevation of the latter section is not known at this time.

In addition to the storm sewer installation, approximately 2,650 feet of concrete curb and 1,500 feet of guardrail will be installed. This work will also be performed along the southside of 55th street. No other information is available at the time of this report.

If any of the above project information is incorrect or has changed, please inform PSI so that we may amend the recommendations presented in this report, if appropriate.

Purpose and Scope of Services

CTI Engineers, Inc.
Re: 55th Street Storm Sewer Installation
September 11, 2011
PSI File No.: 0145-433

The purpose of this exploration was to evaluate the soil and groundwater conditions at the site to provide recommendations, from a geotechnical engineering viewpoint, relative to the design and installation of the proposed sewer lines. The scope of the exploration and analysis included a reconnaissance of the project site, drilling 9 test borings to depths of approximately 10 feet below existing grade, a laboratory-testing program, and an engineering analysis and evaluation of the subsurface materials.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The proposed storm sewer system, for which this subsurface exploration has been performed, will be located along 55th Street, in Plain Township, Stark County, Ohio. The proposed storm sewer project extends along 55th Street between Market Avenue to the west and the Lake Erie Railroad line to the east. No topographical information is available at the time of this report. However, based on visual observation by PSI, the proposed construction area gradually slopes from the west to the east with an estimated elevation difference of about five (5) feet. Currently, the site consists of an asphalt concrete roadway with a gravel shoulder. Minimal over-grown vegetation was observed within the road shoulder. Beyond the shoulder of the road is a drainage ditch consisting of grass and over-grown vegetation. Surface drainage was fair during the field drilling operations. Underground utility lines were observed to be running throughout the site; therefore, all utilities should be checked and marked prior to construction activities.

Subsurface Conditions

The general subsurface conditions at the site were explored with a total of 9 test borings along the proposed sewer route, which were drilled to depths of approximately 10 feet each below the existing surface grades, utilizing standard drilling equipment. The borings were drilled at the approximate locations shown on the Boring Location Plan presented in the *Appendix* of this report. The number of test borings was selected by the representatives of CTI Engineers, Inc. and field located by PSI prior to drilling operations.

Field and laboratory testing were accomplished in general accordance with ASTM standards. The types of subsurface materials encountered in the test borings have been visually classified. The results of the visual classifications, Standard Penetration tests, moisture contents and water level observations are presented on the boring logs in the *Appendix* of this report. Representative samples of the soils and rocks were placed in sample jars, and are now stored in the laboratory for further analysis, if requested. Unless notified to the contrary, remaining samples will be retained in our office for a period of 60 days following the date of this report.

The surface of the site, at all test boring locations B-1 through B-9 was covered with asphalt concrete ranging from approximately 4 to 9 inches in thickness. Beneath the asphalt concrete at test boring location B-3, base materials consisting of black sand and gravel approximately 4 inches in thickness was encountered. The thickness of the asphalt concrete surface and base materials should be expected to vary throughout the construction area.

Underlying the asphalt concrete at test boring locations B-1, B-2, and B-4 through B-9, fill soils were encountered to a depth of approximately 1.5 to 10.0 feet beneath existing grades. These fill soils consisted of rock fragments, silt, gravel, and sand, with varying amounts of asphalt fragments, cinders and organics. The fill soils exhibited a moisture content ranging from 1 to 47 percent. It is important to note the depth and engineering characteristics of the fill materials, such as strength, composition and compressibility, are considered to be extremely variable.

The fill soils and base materials at test boring locations B-1 through B-6 and B-8 and B-9 were underlain by natural soils to the termination depths of approximately 10 feet below existing grades. These soils consisted of clayey silt, sand, silty clay, silt, sandy silt, sandy gravel and organic silt, with variable amounts of gravel, rock fragments, coal, and organics. The natural soils exhibited moisture content ranging from about 6 to 26 percent. The cohesive soils exhibited a very soft to very stiff consistency and the granular soils exhibited a loose to dense relative density based on the Standard Penetration tests.

Note that the subsurface description is of a generalized nature provided to highlight the major strata encountered. The boring logs and laboratory test data included in the Appendix should be reviewed for specific information at the individual boring locations. The stratifications shown on the boring logs represent the conditions only at the actual test positions. Variations may occur and should be expected between the boring locations. The stratifications represent the approximate boundary between the subsurface materials, and the transition may be gradual or not clearly defined.

Groundwater Conditions

The following table illustrates the groundwater levels encountered at the test boring locations during and after the field drilling operations:

Boring Number	Water Table During Drilling (feet)	Water Table After Drilling (feet)
B-4	8.5	8.5
B-5	8.5	8.5

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B-6	8.8	Not Present
B-7	5.0	5.5
B-8	3.0	6.0
B-9	5.0	Not Present

Note that groundwater levels fluctuate seasonally as a function of rainfall. During a time of year or weather different from the time of drilling, there may be a considerable change in the water table or the occurrence of water where not previously encountered. Furthermore, the water levels in the boreholes often are not representative of the actual groundwater level, because the boreholes remain open for a relatively short time. Therefore, we recommend that the contractor determine the actual groundwater levels at the time of construction to evaluate groundwater impact on the construction procedures.

EVALUATION AND RECOMMENDATIONS

Excavation Support

Based on the information provided by CTI Engineers, Inc., it appears that the sewer pipes will be bearing within the area's natural soil and fill soils. In view of the results of the test boring operations, laboratory test studies, analysis and provided information, consideration should be given to the following factors in the design and installation of the proposed sewer lines.

Based on the locations of the proposed sewer lines and as per OSHA excavation regulations, open cut excavation is possible up to a maximum depth of twenty (20) feet. The excavation slopes should follow OSHA guidelines for type 'C' soils. However, based on the encountered subsurface formation and ground water, temporary excavation support may be required, the contractor or specialty subcontractor should be responsible to design and install the required system. For the various subsurface formations encountered, the following soil parameters may be adopted for determining lateral earth pressures:

Type of Soil	Unit Weight (pcf)	Effective Strength	Undrained Strength
Fill Soils	110	$\phi' = 20^\circ, C' = 100 \text{ psf}$	$\phi = 0^\circ, C = 500 \text{ psf}$
Sand	120	$\phi' = 30^\circ, C' = 0 \text{ psf}$	$\phi = 30^\circ, C = 0 \text{ psf}$
Silty Clay/Clayey Silt	120	$\phi' = 25^\circ, C' = 100 \text{ psf}$	$\phi = 0^\circ, C = 1,000 \text{ psf}$

The design groundwater depth should be determined based on the actual groundwater conditions encountered in the field during construction.

Pipe Support

For the structural and functional integrity of the sewer lines, it is imperative that the pipes have adequate foundation, i.e., the subsurface materials should have adequate support capabilities and also be able to provide uniform bedding to the pipe. The bedding may be provided either with shaped bottom and tamped backfill, or by compacted granular bedding with tamped backfill. The granular bedding should meet the specification for Type 2 bedding (i.e., ODOT's Construction and Material Specifications Item #603.04). The bedding shall extend up around the pipe for a depth of 6 inches or 30 percent of the outside diameter of the pipe, whichever is greater. The remainder of the backfill should be compacted soil. Granular bedding not only provides firm uniform support for the pipe but also stabilizes the trench bottom.

The subsoil at and below the sewer line bearing elevations may exhibit relatively loose or soft structural states. In addition, organic soil materials were encountered at or below the bearing elevations at some boring locations. Within such sectors, undercutting and replacement of the questionable soils with coarse aggregates (such as #1 and #2 stones) or lean concrete will be required. The decision in connection with the extent of undercutting or stabilization can be made only in the field following careful visual examination of the exposed bearing materials.

Manhole Structures

Within the area's overburdened soils, freestanding excavations will not be possible for the proposed manhole structures. Therefore, a lateral support system will be required for the manhole excavations. The magnitude of the lateral earth pressures may be calculated utilizing the previously outlined soil parameters.

It is recommended that the maximum soil pressures resulting from the above-discussed loading conditions as well as the weight of the manhole and other facilities associated with the structure should not exceed 1,500 psf. Based on the recommended bearing pressure, the anticipated settlement will be less than 1.0-inch. It is recommended that suitability of the bearing surfaces be verified by the project's geotechnical engineer.

Backfill Operations

Any backfill required against the manhole structures and storm sewers should consist of freely draining granular materials. The backfill is to be placed on a controlled lift-by-lift basis. Individual fill lifts are to be of maximum 8-inch loose measure thickness, and each individual lift is to be adjusted in moisture content to within plus or minus 2 percent of the optimum moisture content as determined by ASTM D-698. The fill materials are to be systematically compacted, such that

CTI Engineers, Inc.
Re: 55th Street Storm Sewer Installation
September 11, 2011
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an in-place density of at least 98 percent of the maximum laboratory density as determined by the above-referenced ASTM method is achieved.

It must be recognized that, over a time period, the backfill against the manholes will be saturated. Under this circumstance it is possible that the bottom slab for the manhole will be subjected to hydrostatic uplift that should be considered in the design. Uplift may be resisted either by assuring that the dead loads of the proposed structure counter balance the buoyancy forces or by providing a system of pressure relief valves. Lateral pressures acting on the manholes can be defined based on the effective strength parameters recommended in a previous section plus hydrostatic pressure. Specifications should require that the resulting fill materials' densities be verified by test measurements conducted by the geotechnical engineer.

Groundwater Control

Groundwater was encountered during the field drilling operations to depths ranging from 3.0 to 8.5 feet below the existing surface grades at the test boring locations. Therefore, groundwater will be encountered during the sewer and manhole excavations. Accordingly, a dewatering system, if groundwater and/or seepage encountered, should be designed by a professional engineer and installed by a dewatering contractor experienced in the project area, such that the groundwater is controlled and maintained at an elevation of at least 2 feet below the excavation bottom at all times. Every effort should be made to keep the excavations dry if water is encountered.

Excavations

In Federal Register, Volume 54, No. 209 (October, 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P." This document was issued to better insure the safety of workers entering trenches or excavations. It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavations or foundation excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced. If they are not followed closely, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person" as defined in "CFR Part 1926," should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

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If the excavations are left open and exposed to the elements for a significant length of time, desiccation of the clays may create minute shrinkage cracks which could allow large pieces of clay to collapse or slide into the excavation. Materials removed from the excavation should not be stockpiled immediately adjacent to the excavation, inasmuch as this load may cause a sudden collapse of the embankment.

We are providing this information solely as a service to our client. PSI is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

Weather Considerations

The soils encountered at this site are known to be sensitive to disturbances caused by construction traffic and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. Care should be exercised during the grading operations at the site. The traffic of heavy equipment, including heavy compaction equipment, may very well create pumping and a general deterioration of those soils in the presence of water. Therefore, construction, if at all possible, be performed during a dry season. A layer of crushed stone may be required to allow the movement of construction traffic over the site during the rainy season. The contractor should maintain positive site drainage and if wet/pumping conditions occur, the contractor will be responsible to over excavate the wet soils and replace them with a properly compacted structural fill.

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by PSI and design details furnished by Mr. Dave Koontz of CTI Engineers for the proposed project. If there are any revisions to the plans for the proposed project, or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be retained to determine if changes in the recommendations are required. If PSI is not retained to perform these functions, PSI will not be responsible for the impact of those conditions on the geotechnical recommendations for the project.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein, have been presented after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics and engineering geology. No other warranties are implied or expressed.

CTI Engineers, Inc.
Re: 55th Street Storm Sewer Installation
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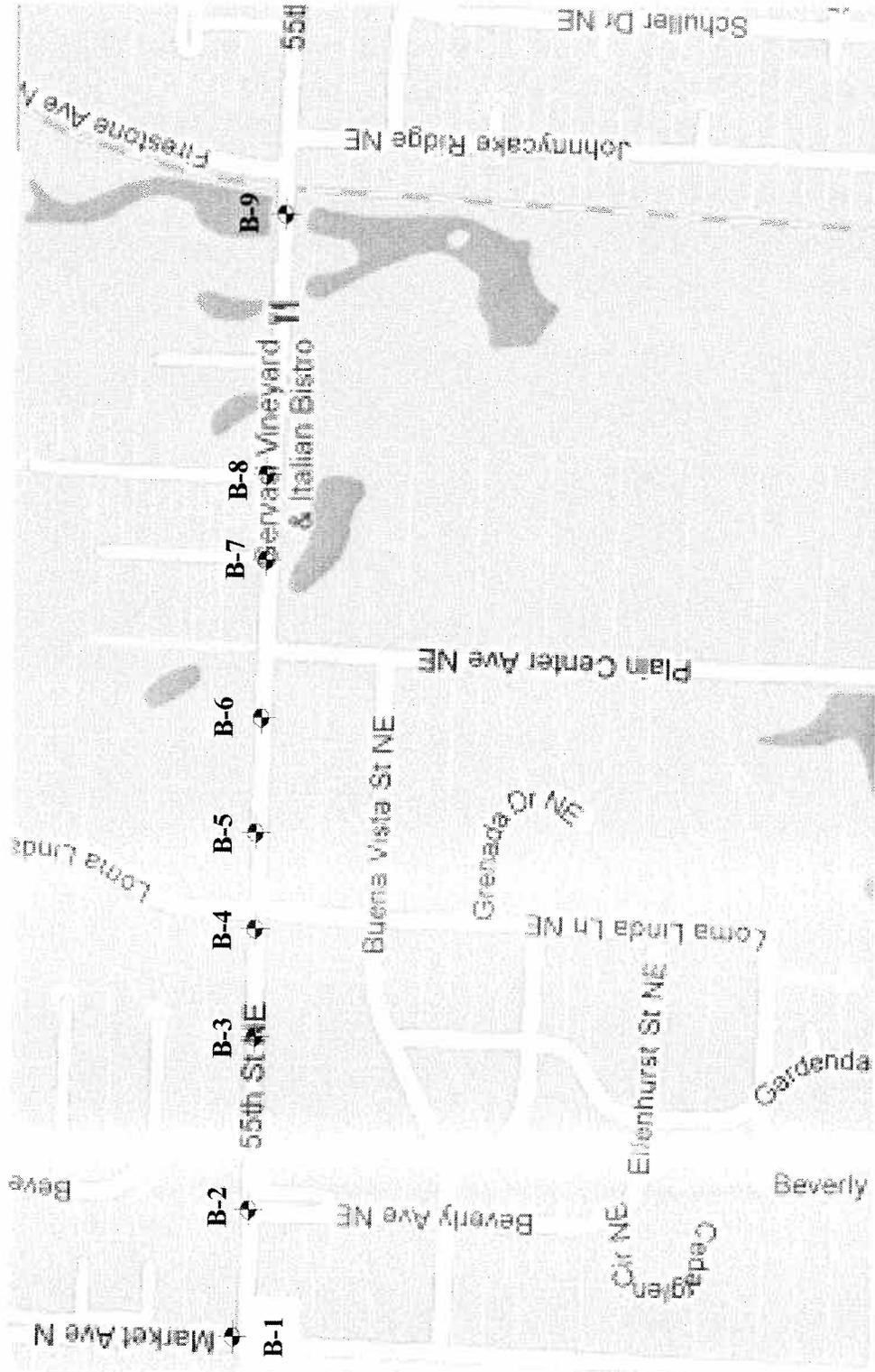
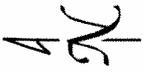
After the plans and specifications are complete, it is recommended that PSI be provided the opportunity to review the final design and specifications, in order to verify that the earthwork and recommendations are properly interpreted and implemented. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of CTI Engineers, Inc. for the specific application to the proposed 55th Street Storm Sewer Project in Stark County, Ohio.

APPENDIX

1. Figure 2, Boring Location Plan
2. General Notes
3. Soil Boring Logs
4. Unified Soil Classification

APPENDIX

1. Figure 1, Boring Location Plan
2. Soil Boring Logs
3. Laboratory Testing
4. General Notes
5. Unified Soil Classification



Proposed Storm Sewer Installation
55th Street
Plain Township, Stark County, Ohio

Date: 09/8/11
Map from
Google Maps

Boring Location Plan

PSI Project No.: 0145-433



Professional Service Industries, Inc.
 5555 Canal Road
 Cleveland, OH 44125
 Telephone: (216) 447-1335
 Fax: (216) 642-7008

LOG OF BORING B-1

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS
 ▽ While Drilling None feet
 ▼ Upon Completion None feet
 ▽ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
									N in blows/ft	Moisture, %	
0	0	8" ASPHALT					Asphalt				
		Loose, Damp, Brown and Black, ROCK Fragments and Sand, Little Recycled Asphalt		1	6		Fill	8-5-4-4 N=9	1	10	
		Stiff, Moist, Brown, Clayey SILT, Some Sand, Little Gravel		2	3		ML	5-5-6-9 N=11	21	15	
	5	Medium Dense, Damp, Gravelly SAND, Little Silt, Trace Clay		3	3		SP	9-10-9-7 N=19	11	25	
	10			4	4			8-7-7 N=14	8	30	

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 ▬ Auger Cutting
 ⊗ Split-Spoon
 ▬ Rock Core

Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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 Fax: (216) 642-7008

LOG OF BORING B-2

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS
 ▽ While Drilling None feet
 ▼ Upon Completion None feet
 ▾ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA N in blows/ft		Additional Remarks
									Moisture, %	Strength, tsf	
0	0	8" ASPHALT				8" ASPHALT	Asphalt				
	1	Stiff, Damp, Dark to Light Brown, Sandy SILT, Some Gravel, Little Clay, Trace Asphalt Fragments		1	8		Fill	9-6-6-8 N=12	9		
	2	Stiff, Damp, Brown, Silty CLAY, Some Sand, Little Gravel		2	19		CL	5-6-6-7 N=12	19		
	3	Medium Dense to Dense, Damp, Brown, Gravelly SAND, Some Rock Fragments, Trace Silt, Trace Clay		3	18		SP	6-6-4-5 N=10	11		
	4			4	15			15-17-17 N=34	8		

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 ▬ Auger Cutting
 ⊗ Split-Spoon
 ▬ Rock Core
 ▬ Shelby Tube
 ▬ Hand Auger
 ▬ Calif. Sampler
 ▬ Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-3

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS
 ☒ While Drilling None feet
 ▼ Upon Completion None feet
 ▼ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft (N)	Strength, tsf	Additional Remarks
										X Moisture ⊕ PL ⊕ LL ▲ Qu * Qp			
0	0	4" ASPHALT	Shelby Tube				4" ASPHALT	Asphalt					
		4" Black SAND and Gravel	Shelby Tube				4" Black SAND and Gravel	Base					
		Very Stiff to Medium Stiff, Moist, Brown, Clayey SILT, Trace Sand, Trace Gravel	Shelby Tube										
	1		Shelby Tube	1	22			ML	12-8-8-7 N=16	18			
	2		Shelby Tube	2	23			ML	7-3-3-4 N=6	23	23	23	LL = 29 PL = 24
	3		Shelby Tube	3	24			SP	5-3-4-5 N=7	23	16		
	4		Shelby Tube	4	3		Medium Dense, Damp, Brown, Gravelly SAND, Little Silt, Trace Clay	SP	5-6-5 N=11	9			

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 ▬ Auger Cutting
 ⊕ Split-Spoon
 ▬ Rock Core
 ▬ Shelby Tube
 ▬ Hand Auger
 ▬ Calif. Sampler
 ▬ Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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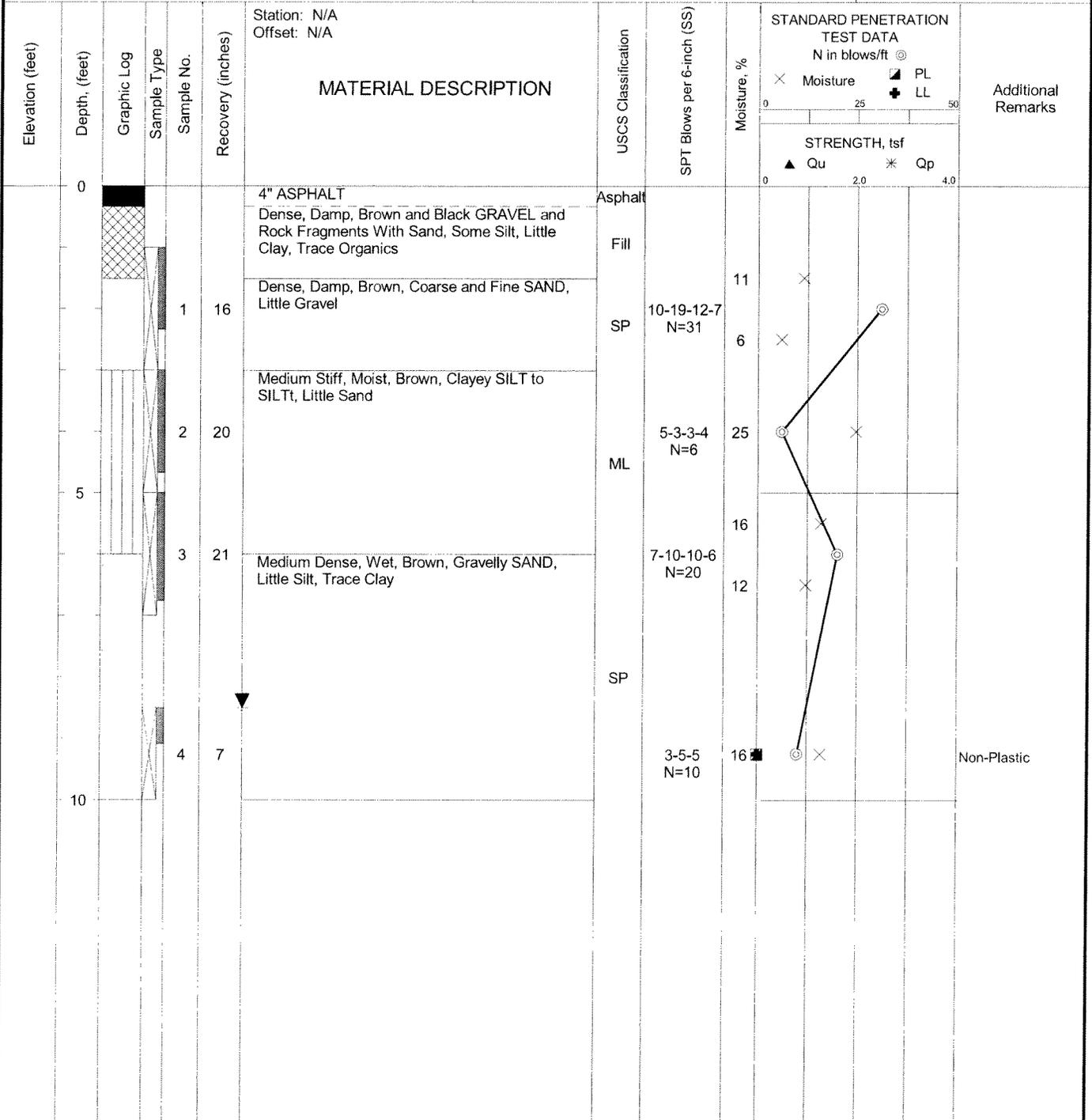
LOG OF BORING B-4

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
While Drilling	8.5 feet
Upon Completion	8.5 feet
Delay	N/A



Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone
 Auger Cutting
 Split-Spoon
 Rock Core

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-5

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	8.5 feet
▼ Upon Completion	8.5 feet
∇ Delay	N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										N in blows/ft	Moisture, %	
0		9" ASPHALT						Asphalt				
		Medium Dense, Damp, Brown, Silty SAND, Little Gravel, Little Rock Fragments						Fill				
	1	14					Medium Stiff, Moist, Brown, Clayey SILT, Little Sand	ML	12-7-3-3 N=10	10	⊗	
	2	13					Stiff, Moist, Brown, Sandy SILT, Little Gravel, Little Clay	SM	5-6-9-10 N=15	19	⊗	
5							Medium Dense, Moist, Brown, Coarse to Fine SAND, Some Gravel, Little Rock Fragments, Little Silt, Trace Clay	SP	10-7-6 N=13	11	⊗	
	4	6					Medium Dense, Moist, Sandy GRAVEL, some Coal Fragments, Little Silt, Little Clay	GP	3-5-8 N=13	9	⊗	
10							** Some Coal Fragments are encountered @ 8.5 to 10 feet					

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 Auger Cutting
 Split-Spoon
 Rock Core
 Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-6

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS
 ▽ While Drilling 8.8 feet
 ▼ Upon Completion None feet
 ▾ Delay N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										Moisture, %	STRENGTH, tsf	
0	0	9" ASPHALT					9" ASPHALT	Asphalt				
		Medium Stiff, Damp, Brown, Clayey SILT, Trace Sand, Trace Gravel					Medium Stiff, Damp, Brown, Clayey SILT, Trace Sand, Trace Gravel	Fill				
	1			1	20		Medium Stiff, Damp, Brown, Clayey SILT, Trace Sand, Trace Gravel	ML	7-4-4-7 N=8	15	17	
	2			2	15		Loose, Moist to Wet, Brown, Sandy GRAVEL, Little Silt, Trace Clay		7-4-4-5 N=8	8		
	3			3	18			SP	4-3-2-3 N=5	10		
	4			4	6				5-3-2 N=5	11		

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 ▬ Auger Cutting
 ⊗ Split-Spoon
 ▬ Rock Core

Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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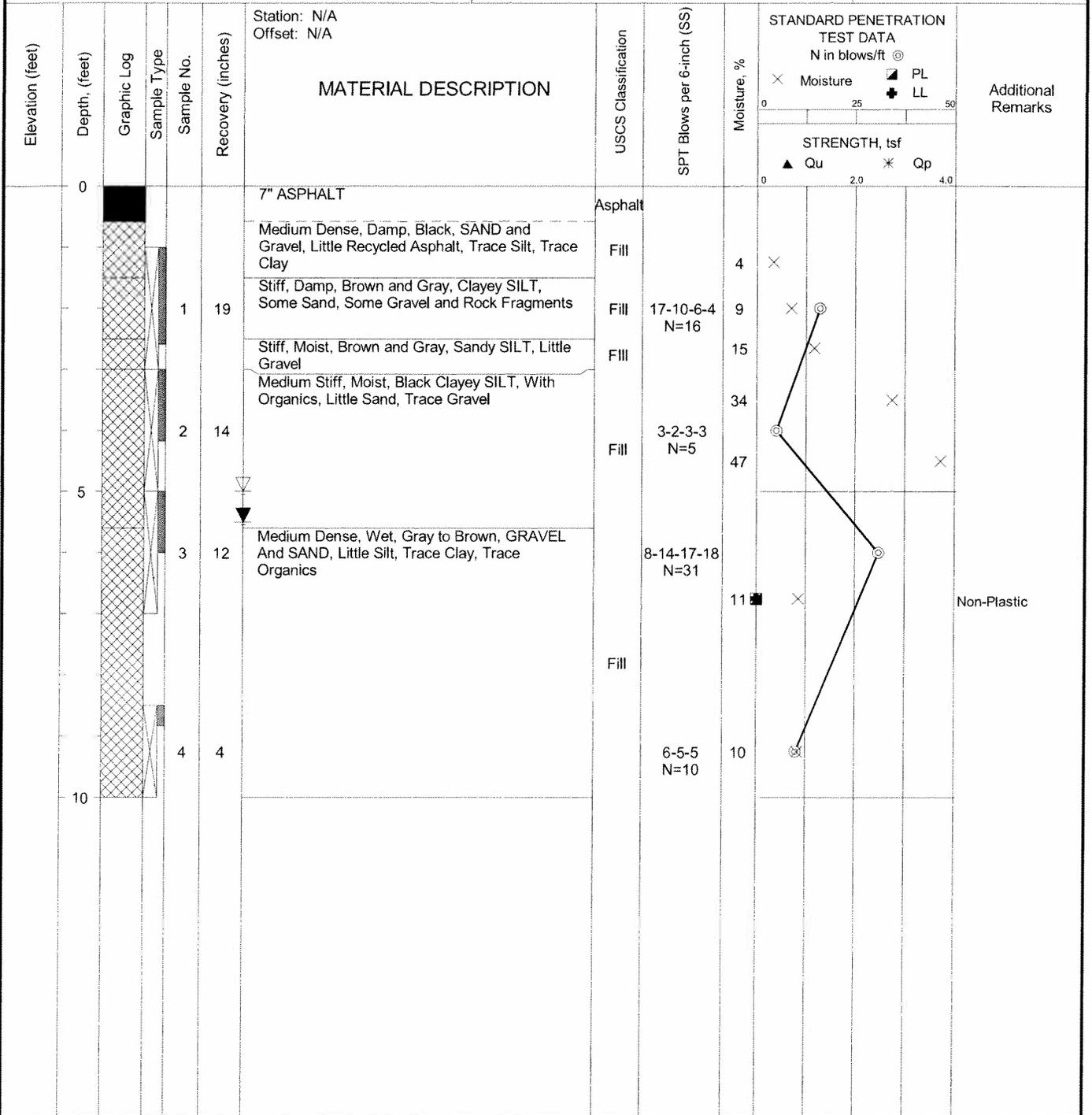
LOG OF BORING B-7

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	5.0 feet
▼ Upon Completion	5.5 feet
▽ Delay	N/A



Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 Auger Cutting
 Split-Spoon
 Rock Core
 Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-8

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
While Drilling	3.0 feet
Upon Completion	6.0 feet
Delay	N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										N in blows/ft	Moisture, %	
0		7" ASPHALT						Asphalt				
		Medium Dense to Loose, Moist to Wet, Brown, Coarse to Fine SAND, some Gravel, Trace Organics, Trace Silt						Fill	15-12-8-7 N=20	7	×	
	1			21								
	2			19					5-3-3-4 N=6	10	×	
	5						Medium Dense, Wet, Brown Coarse SAND, little Gravel, Little Silt, Trace Clay	SP	5-6-7-10 N=13	13	×	
	3			16								
							Medium Dense, Wet, Brown Sandy GRAVEL, Some to Little Silt, Trace Clay	GP	6-7-8 N=15	13	×	
	4			16								
	10											

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 Auger Cutting
 Split-Spoon
 Rock Core

Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



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LOG OF BORING B-9

Sheet 1 of 1

PSI Job No.: 0145433
 Project: 55th Street
 Location: 55th Street
 Canton, Ohio

Drilling Method: Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	5.0 feet
▼ Upon Completion	None feet
▽ Delay	N/A

Elevation (feet)	Depth (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA		Additional Remarks
										N in blows/ft ⊙		
										Moisture, %		
										×	Moisture	■ PL
										○	+	LL
										STRENGTH, tsf		
										▲ Qu	*	Qp
										0	2.0	4.0
0	0						6" ASPHALT	Asphalt				
							Dense, Damp, Black, Recycled ASPHALT, Some Sand	Fill				
	1				20		Medium Dense, Brown, Moist, Sandy SILT, Some Clay, little Gravel, Little Rock Fragments, Trace Organics	22-22-10-9 N=32		3	×	
								Fill		12	×	
	2				3			4-3-3-5 N=6		7	×	
								Fill				
	5						Very Soft, Black and Gray, Moist, Organic SILT					
							Organic Content = 8.3%	4-3-1/12" N=4		42	○	×
							Soft, Moist, Gray, SILT, Little Clay, Trace Organics	ML				
	4				16			1-1-2 N=3		26	○	×

Completion Depth: 10.0 ft
 Date Boring Started: 8/26/11
 Date Boring Completed: 8/26/11
 Logged By: A.C.
 Drilling Contractor: PSI, Inc.

Sample Types:
 Auger Cutting
 Split-Spoon
 Rock Core

Shelby Tube
 Hand Auger
 Calif. Sampler
 Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks:

The stratification lines represent approximate boundaries. The transition may be gradual.



GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System and ASTM D2487 and ASTM D2488 are used to identify the soil unless otherwise noted.

SOIL PROPERTY SYMBOLS

- N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split-spoon.
- Q_u : Unconfined compressive strength, tsf.
- Q_p : Penetrometer value, index value of unconfined compressive strength, tsf.
- W_c : Water content, %.
- PL: Plastic Limit, %.
- LL: Liquid Limit, %.
- PI: Plasticity Index.
- γ_d : Natural dry density, pcf.
- ▼ Groundwater level observed at time noted after completion of boring.

DRILLING AND SAMPLING SYMBOLS

- SS: Split-Spoon – 1 3/8" ID., 2" O.D., except where noted.
- ST: Shelby Tube – 3" O.D., except where noted
- AU: Auger Sample.
- RC: Rock Core (approx. 2" diameter)
- WS: Washed Sample

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION (Terzaghi & Peck, 1948)

TERM (COHESIONLESS SOILS)	STANDARD PENETRATION RESISTANCE
----------------------------------	--

Very Loose	0 - 4
Loose	5 - 10
Medium	11 - 30
Dense	31 - 50
Very Dense	51 and over

TERM (COHESIVE SOILS)	Q_u - (TSF)
------------------------------	---------------------------------

Very Soft	0 - 0.25
Soft	0.25 - 0.49
Medium	0.50 - 0.99
Stiff	1.00 - 1.99
Very Stiff	2.00 - 4.00
Hard	4.00+

PARTICLE SIZE (ASTM D2487 AND D422)

Boulders	≥ 12 in. (300mm)	Medium Sand	<2mm (#10 sieve) to 425 μ m (#40 sieve)
Cobbles	< 12in. (300mm) to 3 in. (75 mm)	Fine Sand	<425 μ m (#40 sieve) to 75 μ m (#200 sieve)
Gravel	< 3in. (75mm) to 4.75mm (#4 sieve)	Silt	<75 μ m (#200 sieve) to 5 μ m
Coarse Sand	< 4.75mm (#4 sieve) to 2mm (#10 sieve)	Clay	<5 μ m

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
<p>COARSE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</p>	<p>GRAVEL AND GRAVELLY SOILS</p> <p>MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE</p>	<p>CLEAN GRAVELS</p> <p>(LITTLE OR NO FINES)</p>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		<p>GRAVELS WITH FINES</p> <p>(APPRECIABLE AMOUNT OF FINES)</p>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
				GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES	
	<p>SAND AND SANDY SOILS</p> <p>MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE</p>	<p>CLEAN SANDS</p> <p>(LITTLE OR NO FINES)</p>		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		<p>SANDS WITH FINES</p> <p>(APPRECIABLE AMOUNT OF FINES)</p>		SM	SILTY SANDS, SAND - SILT MIXTURES	
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
			<p>SILTS AND CLAYS</p> <p>LIQUID LIMIT LESS THAN 50</p>		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
					CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
<p>SILTS AND CLAYS</p> <p>LIQUID LIMIT GREATER THAN 50</p>		OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY			
		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS			
		CH	INORGANIC CLAYS OF HIGH PLASTICITY			
<p>HIGHLY ORGANIC SOILS</p>				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
<p>HIGHLY ORGANIC SOILS</p>				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

APPENDIX

I

Sheet Piling Retaining Wall



sheersCAPE™

retaining wall systems



TOP TEN

Reasons to Choose SheerScape™

1

Installs in Half the Time

SheerScape cuts installation time in half. The SheerScape FlatPanel™ makes installation a breeze as foundations or footers are not needed. Sheets can be driven or trenched into soil rather than stacking block row after row.

6

Enhanced Protection

SheerScape's sheet piling component protects against erosion & scour without requiring massive excavation or complex foundations. Scour protection can be increased by extending the embedment of the FlatPanel.

2

Long Lasting

Our patented sheets have been time tested & used on projects seeking a 100-year design life. They are engineered to endure weathering, freeze/thaw cycles or settling of poor soils, all of which can cause failure in other MSE walls.

7

65 Year Legacy

The Crane Group was founded in 1947. Our decades of innovation & experience manufacturing structural synthetic products can give you peace of mind that your wall will last and is the best performing product on the market.

3

Cost Effective

SheerScape can be installed in less time, with smaller crews and less equipment drastically cutting installation expense. By using 10% of the parts and pieces of other MSE walls, the cost of materials and transportation is also reduced.

8

Difficult Conditions

Organic soils? Low blow count soils? Global rotation concerns? Increased performance in difficult conditions is possible with the SheerScape System as additional toe penetration can create a more stable foundation.

4

'Green' Solution

From manufacturing to transportation, SheerScape reduces your project's carbon footprint by half. SheerScape is composed of recyclable materials and contains 90% post-industrial recycled materials.

9

Design Flexibility

SheerScape is one of the only systems that can incorporate fencing or railings into the design without compromising the structural integrity. It can also be enhanced with fascia to incorporate the look of natural stone.

5

Retain Valuable Property

The SheerScape Retaining Wall System can be installed vertically, leaving you more useable space than other retaining wall systems which are built back on an incline.

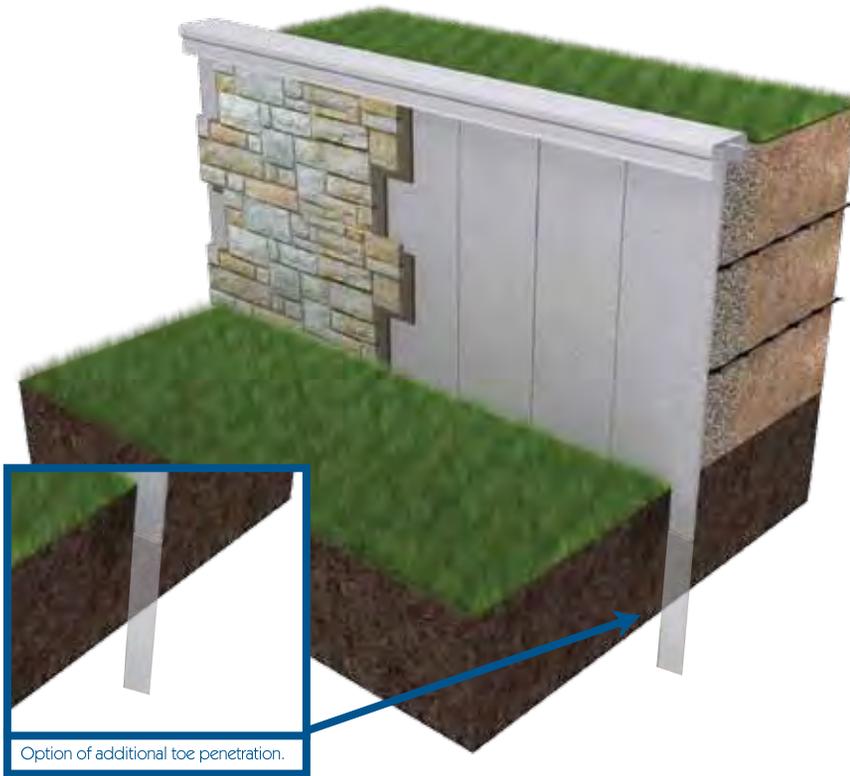
10

Water Control

Conventional retaining walls do not offer long term performance in water applications such as drainage canals. When standing or running water is present and scour is an issue, SheerScape is the ideal solution.



SheerScape Retaining Wall System Front View



History of Innovation: New Product Developed by an Industry Leader



CMI has been a trusted source of durable high performance products for decades. Trust your project's materials to a company that has revolutionized the construction and engineering industries with innovative, sustainable solutions. Twenty-five years ago we invented synthetic sheet piling for use in seawall and bulkhead applications. Our product is now the most trusted and most commonly used solution along coasts, canals and lakes. The SheerScape system is another patented CMI

innovation that will replace conventional thoughts about how MSE retaining walls should be constructed. This system addresses every short coming of outdated building materials such as wood, concrete and stone while providing higher performance, more strength and faster installation. SheerScape may qualify for green building points in programs such as NAHB or LEED as it is a recyclable system, made from 90% recycled materials for use in commercial, industrial and residential markets.

Patented Hybrid Technology: A Three Part System



SheerScape utilizes hybrid technology that can achieve performance levels far beyond conventional MSE walls by combining the most advanced engineered geogrid solutions with the inherent strength and performance of sheet piling. SheerScape's FlatPanel™ sheet piling not only offers strength and performance, but also allows for a positive mechanical connection between the grid and the wall via composite ConnectorRods™. The rod is woven through the grid and attaches between the wall panels. This connection offers increased safety and more reliable long-term performance when compared to the standard friction based connections that almost all other MSE walls utilize. SheerScape SS800 Grid™ internally reinforces compacted backfill. This innovative grid drastically increases installation speed as it rolls out parallel to the wall for quick and easy connection. The SheerScape FlatPanel provides an attractive, flat face with the textured look of concrete. For a designer look, fascia can be attached to the FlatPanel to incorporate the look of natural stone.

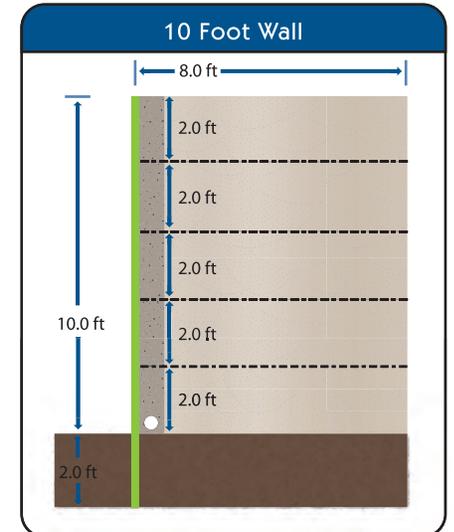
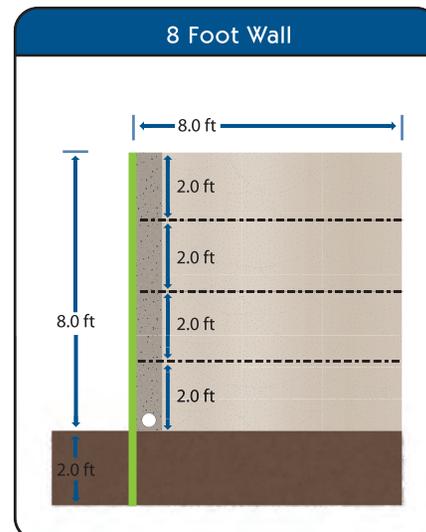
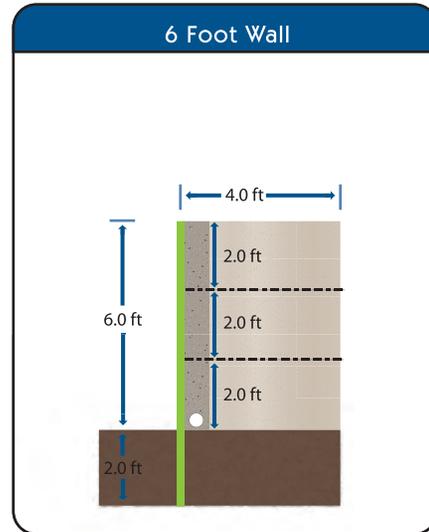
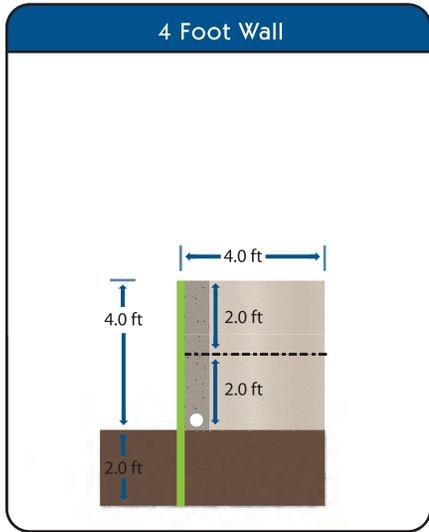
SheerScape Retaining Wall System Back View



SHEERSCAPE™ RETAINING WALL SYSTEM ESTIMATING GUIDE*

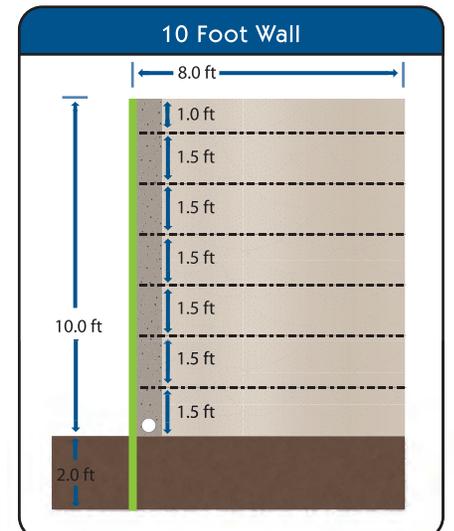
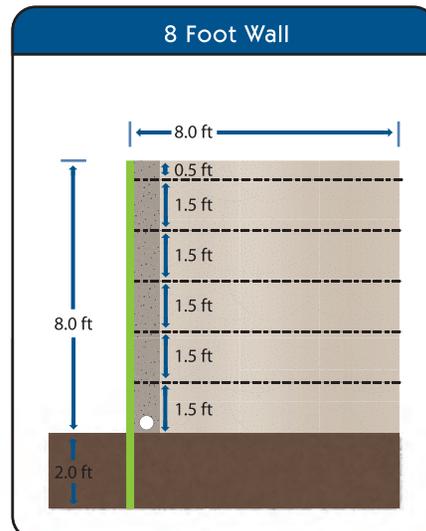
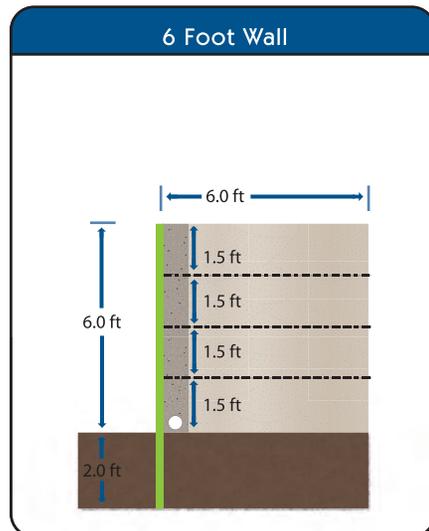
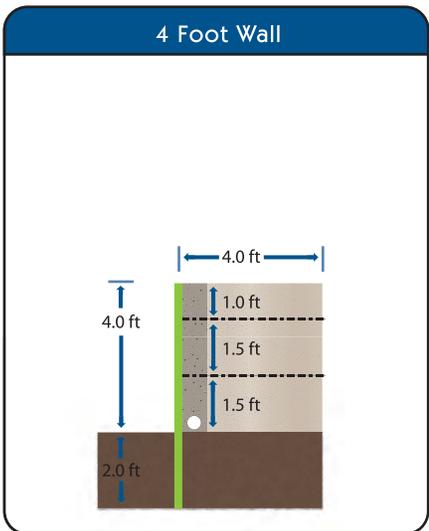
USING SHEERSCAPE'S FLATPANEL™ 475 WITH DENSE SAND BACKFILL

REINFORCED SOIL: $\Phi=34^\circ$ $\gamma=125$ PCF $c=0$



USING SHEERSCAPE'S FLATPANEL™ 475 WITH SILTY SAND BACKFILL

REINFORCED SOIL: $\Phi=30^\circ$ $\gamma=120$ PCF $c=0$



APPENDIX

J

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 GP 1125 55th St. NE Storm Sewer Project . This includes all work and materials that may be necessary to connect the work with the adjoining work, in a proper and workmanlike manner. All work shall be 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 quantities in the column headed "Estimated Quantities" are those given in the Engineer's Approximate Estimate. These will be used in determining the total amount of each proposal for this improvement and for determining the lowest bidder. It is understood and agreed that these quantities are approximate only, and that the Contractor to whom the contract is awarded shall not be entitled to any claim for loss of profits, or for other damages, should the quantity of work done prove to be greater or less than is herein given in said estimated quantity columns. The Estimated Quantities are based on the top twenty (20) prioritized streets on the paving list (See Appendix J for paving list). The awarded bid prices and the allocated funding will determine the final number of streets paved. If an increase in funding occurs, the project will expand accordingly.

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 _____ is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein. The bidder agrees, if the bid is accepted, to enter into the prescribed contract within ten (10) days 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 30 days from Notice to Proceed.

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

Bidder

GP 1125 55th St. NE Storm Sewer Project

Ref. Num.	Item Num.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		ROADWAY				
1	201	CLEARING AND GRUBBING	1	LS		
2	202	STRUCTURE REMOVED (BOX CULVERT AND WINGWALLS)	1	EACH		
3	202	PIPE REMOVED - UNDER 24"	540	LF		
4	202	PIPE REMOVED - 24" OR OVER,	45	LF		
5	202	PAVEMENT REMOVED (CONCRETE DRIVEWAY)	256	SY		
6	202	CATCH BASIN OR INLET REMOVED	5	EACH		
7	203	EXCAVATION	1655	CY		
8	203	EXCAVATION UNDERCUT SUBGRADE, AS DIRECTED	551	CY		
9	203	EMBANKMENT	1235	CY		
10	203	STONE FOR SUBGRADE REPLACEMENT, AS DIRECTED	550	CY		
11	204	SUBGRADE COMPACTION	9802	SY		

12	204	GEOTEXTILE FOR SUBGRADE STABILIZATION, AS DIRECTED	100	SY		
13	204	GEOGRID FOR SUBGRADE STABILIZATION, AS DIRECTED	1000	SY		
14	613	LOW STRENGTH MORTAR BACKFILL, AS DIRECTED	50	CY		
		EROSION CONTROL				
15	653	TOPSOIL FURNISHED AND PLACED	200	CY		
16	659	SEEDING AND MULCHING	2400	SY		
17	832	STORM WATER POLLUTION PREVENTION PLAN	1	LS		
18	832	EROSION CONTROL	1	LS		
		DRAINAGE				
19	601	ROCK CHANNEL PROTECTION, TYPE C WITH FILTER FABRIC	12	CY		
20	602	CONCRETE MASONRY	2	CY		
21	603	HOUSE DRAIN RECONNECTED, AS PER PLAN	20	EACH		
22	603	12 INCH STORM SEWER	593	LF		
23	603	12 INCH STORM SEWER 45° BEND	4	EACH		

24	603	12 INCH STORM SEWER 90° BEND	1	EACH		
25	603	15 INCH STORM SEWER	416	LF		
26	603	18 INCH STORM SEWER	2267	LF		
27	603	21 INCH STORM SEWER	310	LF		
28	603	24 INCH STORM SEWER	807	LF		
29	603	30 INCH STORM SEWER	714	LF		
30	603	36 INCH STORM SEWER	224	LF		
31	603	48 INCH STORM SEWER	61	LF		
32	603	48 INCH STORM SEWER 90° MITERED ELBOW	1	EACH		
33	603	SANITARY SEWER LATERAL RELOCATION, AS PER PLAN	120	LF		
34	604	STORM MANHOLE	2	EACH		
35	604	CURB INLET CATCH BASIN, CITY STD. NO. 1	5	EACH		
36	604	CURB INLET CATCH BASIN, CITY STD. NO. 1, AS PER PLAN	14	EACH		
37	604	DOUBLE CURB INLET CATCH BASIN, CITY STD. NO. 1-D	3	EACH		

38	604	DOUBLE CURB INLET CATCH BASIN,CITY STD. NO. 1-D AS PER PLAN	4	EACH		
39	604	SQUARE-TOP CATCH BASIN	7	EACH		
40	604	MANHOLE ADJUSTED TO GRADE	14	EACH		
41	604	MONUMENT BOX ADJUSTED TO GRADE	2	EACH		
42	604	VALVE BOX ADJUSTED TO GRADE	2	EACH		
43	605	4 INCH PIPE UNDERDRAIN, AS PER PLAN	6540	LF		
44	SPEC	INLET STORM WATER QUALITY DEVICES, AS DIRECTED	5	EACH		
45	SPEC	CENTRAL STORM WATER QUALITY DEVICE	1	LS		
		PAVEMENT				
46	251	PARTIAL DEPTH PAVEMENT REPAIR	100	SY		
47	253	PAVEMENT REPAIR	100	CY		
48	254	PAVEMENT PLANING, ASPHALT CONCRETE	10657	SY		
49	301	ASPHALT CONCRETE BASE	526	CY		
50	304	AGGREGATE BASE	943	CY		

51	407	TACK COAT AT 0.075 G/SY	1309	GAL		
52	407	TACK COAT FOR INTERMEDIATE COURSE AT 0.04 G/SY	426	GAL		
53	448	ASPHALT CONCRETE LEVELLING COURSE, TYPE 2, 1.0" AVG.	296	CY		
54	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, 1.75"	848	CY		
55	451	7" REINFORCED CONCRETE PAVEMENT (COMM. DRIVEWAY)	356	SY		
56	452	6" NON-REINFORCED CONCRETE PAVEMENT (RES. DRIVEWAY)	407	SY		
57	608	CONCRETE SIDEWALK, 4" THICK	29053	SF		
58	608	CURB RAMPS, TYPES A1 OR A2	7	EACH		
59	608	CURB RAMPS, TYPES B2 OR B3	13	EACH		
60	609	TYPE 1 STD. CONCRETE CURB	290	LF		
61	609	COMBINATION CURB AND GUTTER	5730	LF		
		TRAFFIC CONTROL				
61	642	CENTER LINE, TYPE 2	1.0	MILE		
62	642	EDGE LINE, TYPE 2	0.3	MILE		

63	642	STOP LINE, TYPE 2	200	LF		
64	642	CROSSWALK LINE, TYPE 2	500	LF		
65	642	SCHOOL SYMBOL MARKING	2	EACH		
		MAINTENANCE OF TRAFFIC				
66	614	MAINTAINING TRAFFIC, COMPLETE	1	LS		
		MISCELLANEOUS				
67	SPEC	SHEETING WALL	3643	SF		
68	607	FENCE (TREATED LUMBER), AS PER PLAN	1056	LF		
69	623	CONSTRUCTION LAYOUT STAKES	1	LS		
70	624	MOBILIZATION	1	LS		
71	638	WATERLINE RELOCATION AS PER PLAN	175	LF		
72	604	MANHOLE (SAN.), ADJUSTED TO GRADE	2	EACH		

GP 1125 55th St. NE Storm Sewer Project

TOTAL BID \$ _____

For informational purposes only, total unit prices will govern.