

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 6th floor
Canton, Ohio 44702

GP 1113 East Side Interceptor Sewer Relocation Project

Item/Project

Engineering Department

Responsible Department

Tuesday, April 14, 2015 at 2:00 PM local time

Bids Due On or Before

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

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The City of Canton Engineering Department

LEGAL NOTICE: Ordinance 146/2015

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Tuesday, April 14, 2015** for the purpose of securing bids for the:

GP 1113 East Side Interceptor Sewer Relocation Project

The City will disqualify any bid not received on or before 2:00 PM local time on Tuesday, April 14, 2015. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor Conference Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department, Sixth Floor, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department's website at <https://cantonohio.gov/purchasing/?pg=showbids> or at the Engineering Department's website at <https://cantonohio.gov/engineering/?pg=507>.

Each bid must contain the full name of every person or company participating in the bid.

A certified check, cashier's check or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, must accompany the bid. This check or bond must be made payable to the City of Canton. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. 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 submits a copy of its security, the City will disqualify the bid. Bidders submitting a certified or cashier's check will be required to provide a surety bond in the amount of one hundred percent (100%) of the contract sum for faithful performance. 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. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening by following the instructions in the Invitation to Bid.

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

The successful bidder must comply with all State of Ohio prevailing wage rates.

All companies must submit their Federal ID Number.

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

There will be an optional site visit on Thursday, April 2, 2015 at 9:00 AM.

The cost estimate for this project is **\$2,301,239.00**

The bidder is responsible for monitoring the City's website for any official addenda.

Please contact Director of Purchasing Randall Dublikar at randall.dublikar@cantonohio.gov if you have any questions regarding this bid.

By order of the Canton Director of Public Service: William Bartos

Published in the Repository: March 25 and April 1, 2015

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Section I: Instructions to Bidders

A. Submitting Bids

1. Bids are to be returned to:
The City of Canton Purchasing Department
218 Cleveland Avenue SW, 6th floor
Canton, OH 44702

2. Bids should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
 - a. Project title.
 - b. Office where bid is to be submitted.
 - c. The contract/project for which a proposal is being made.
 - e. The name and address of the bidder.
 - f. The date and time of the bid opening.

3. The following items should be submitted with a bid in order for it to be considered. Failure to submit one of these items may result in a disqualification of the bid.
 - a. Bid Title Page
 - b. Signature Page
 - c. Proposal Pages
 - d. Bid Form 1 – Minority Business Enterprise Utilization Commitment
 - e. Bid Form 2 – Bidder and Contractor Employment Practices Report
 - f. Bid Form 3 – Authority of Signatory
 - g. Bid Form 4 – Bid Guarantee
 - h. Bid Form 5 – Bidder Information
 - i. Bid Form 6 – Project References
 - j. Bid Form 7 – Non-Collusion Affidavit
 - k. Bid Form 8 – Questionnaire in Determining Lowest and Best Bid
 - l. Bid Form 9 – Insurance Affidavit and Requirements
 - m. Project Labor Agreement Letter of Assent

3. Bids will not be accepted after 2:00 PM on Tuesday, April 14, 2015. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids.

4. Bidders may withdraw their bids between the time they are submitted and opened if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.

5. The bids shall be opened and publicly read shortly after the deadline for their submission.

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B. Pre-Bid Meeting/Walkthrough

1. The Fresh Mark site is a private secured facility. The City of Canton and Fresh Mark will hold an optional site visit on Thursday, April 2, 2015 at 9:00 AM at the address below. Please meet at the Harmont Street entrance to be checked in and cleared through security. This will be the only opportunity to view the site before bidding.

Fresh Mark, Inc.
1600 Harmont Ave NE
Canton, OH 44705

C. Questions and Addenda

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) hours prior to the time of the bid opening. Said addenda will become a component of the official bid packet and must be acknowledged as received on the signature page. **Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.**
2. Bidders are expected to and are responsible for monitoring the City's website for all official addenda.
3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. All questions pertaining to the project should be directed to:
Randall Dublikar, Director of Purchasing
Email: randall.dublikar@cantonohio.gov

D. Bid Proposal Form and Proposal Page

1. The proposal page is the only form upon which the proposed bid price can be offered. Bidder's quote sheets, letters, or other materials cannot be used in lieu of the proposal page. When descriptive literature is included with the bid submittal, they shall be considered only for informational purposes. Payment, warranty and other terms that may appear on such forms that vary from the terms of the contract documents shall be considered null and void.

E. Contract Award

1. The City of Canton Board of Control will evaluate the bids and award the contract on the basis of the lowest and best bid. The Board of Control reserves the right to reject any and all bids and to award the bid deemed in the best interests of the City.

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2. One or more bidders may be required to submit information to the Owner or its representative to assist in the evaluation of the bid. A bidder may also be required to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

F. Notice of Award and Execution of Contract Documents

1. The successful bidder will be notified in writing once the contract is awarded by the Board of Control.
2. At this time the contractor will be required to sign official contract documents and submit any remaining bid forms.
3. Once the completed contract is certified by the City of Canton Auditor, a copy of the contract, Purchase Order, and Notice to Proceed will be mailed to the contractor.

G. Pre-Job Meeting, Requirements, and Considerations

1. A pre-construction meeting will be held prior to the start of this project. This meeting will include the Contractor and the Owner's representative. The condition of the project limits shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-construction meeting.
2. The East Side Interceptor Sewer Relocation project is being constructed on Fresh Mark, Inc. property. The City of Canton and Fresh Mark, Inc. have an agreement in place as this project is being constructed on private property. Fresh Mark, Inc. is an active business operation and regulated by the United States Department of Agriculture (USDA). The Contractor will need to communicate and cooperate with Fresh Mark's Environmental, Safety and Health Manual and not disrupt their daily operations.

The Contractor awarded this project will need to complete and submit the forms found in Appendix E. These include:

- a. Contractor Qualifications and Performance Information
- b. Contractor Employee Training Acknowledgement
- c. Food Manufacturing, Warehousing and Distribution Good Manufacturing Practices

The Contractor will gain access to the Corporate Environmental, Safety and Health Information Manual for Contractors through the Fresh Mark (FM) Canton

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Project Engineer and FM Safety Manager. Both of these individuals will be involved in this safety training process.

The Canton Project Engineer and FM Safety Manager will also be involved in working with the Contractor to assure neither their business operations nor construction of this project are delayed or disrupted. The Contractor will have to check in and out daily through the Fresh Mark guard station and the Contractor's Superintendent will meet daily with the Fresh Mark Project Engineer to coordinate both Fresh Mark and Contractor's work to avoid conflicts or delays for either party.

H. Notice to Proceed and Job Completion

1. The Contractor shall not start the work embraced in this contract before the date of a written Notice to Proceed from the City. Work shall be completed as per applicable sections in the General Conditions.
2. 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 the procedure of the operations carried on under this contract.
3. The Contractor is responsible for any additional costs due to weather-sensitive construction.
4. 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.
5. Time for Doing Work: See General Conditions Section 7.
6. Liquidated Damages: See General Conditions Section 41.

I. Document Order of Precedence

1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.
 - a. Change Order Documents
 - b. Signed Contract Documents
 - c. Official Addenda
 - d. Fresh Mark Forms
 - e. Invitation to Bid Signature and Proposal Pages
 - f. Instructions to Bidders
 - g. Technical Specifications
 - h. Plan Drawings
 - i. Supplemental Specifications
 - j. General Conditions

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- k. ODOT Construction and Manual Specifications
- l. Bid Forms
- m. Bid Form Instructions
- n. Additional Requirements and/or Conditions
- o. Legal Notice
- p. Bid Advertisement

J. Non-Exclusivity

1. The City reserves the right to contract for the same or similar services, or perform the same or similar work with City employees during the course of this contract, if found to be in the best interest of the City.

K. City of Canton Income Tax

1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
2. The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding

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with any questions regarding these provisions and for registration. Please use the contact information below.

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Correspondence Address

P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provision:

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax .whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

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Section II: General Conditions

(The headings of the various sections are for convenience in reference. Do not consider these parts of the specifications.)

(1) **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.

(2) **Decisions:** Contractor will perform all the work under this contract to the satisfaction of the City. The City, in all cases, shall determine the amount, quality, acceptability, and fitness of the several kinds of work, and materials paid for hereunder. The City shall decide all questions that may arise for determining the fulfillment of this contract. 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.

(3) **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.

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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.

(4) **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.

(5) **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.

(6) **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

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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.

(7) **Time for doing work:** The City is instructing the Contractor to base the project schedule upon a 5-day work week, Monday through Friday from 7:30 am to 4:00 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 40).

(8) **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. All asphalt paving must take place on the city’s road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry. (See also Section 40).

(9) **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.

(10) **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~~

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~~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.

(11) **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.

(12) **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.

(13) **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

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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.

(14) **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.

(15) **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.

(16) **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.

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(17) **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.

(18) **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.

(19) **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.

(20) **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.

(21) **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.

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(22) **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.

(23) **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.

(24) **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

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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.

(25) **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.

(26) **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.

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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 to 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.

(27) 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.

(28) 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.

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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.

(29) **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.

(30) **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.

(31) **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

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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.

(32) **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.

(33) **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.

(34) **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.

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(35) **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.

(36) **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.

(37) **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.

(38) **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.

(39) **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.

(40) **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 duration of this agreement for the completion of the work embraced in this contract shall

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be 210 Calendar Days from the Notice to Proceed date. The City will use ODOT Specification 108.06 through 108.09 in regards to delays and time extensions.

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.

(41) **Liquidated Damages and Paving Time Restrictions:** The Contractor guarantees that he can and will complete the work on or before the required deadline, 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 One Thousand Five Hundred Dollars (\$1,500.00) for each day by which the Contractor fails 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.

All asphalt paving must take place on the city's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry. The City will deduct and retain, from any money due or any money to become due under the contract One Thousand Five Hundred Dollars (\$1,500.00) for each day by which the contractor fails to pave within the stated time restrictions. The Contractor shall be liable for the payment of the difference upon demand of the City.

(42) **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.

(43) **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

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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.

(44) **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.

(45) (46) **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,

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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.

(47) **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.

(48) **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.

(49) **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.

(50) **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

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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:

Piles and Anchors require a 5 year warranty and 75 year design life

C.I.P.P. Rehabilitated Sewers, 2 years

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, waterlines, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

(51) **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.

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Section III: Supplemental Specifications

Supplemental Specification 01-00

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

September, 2000

* Revised August, 2009

Project Submittals: The following listed items are the full responsibility of the Contractor. These items become 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. A typewritten letter shall accompany all items, on Company letterhead; clearly describe each item submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. The City will reject any information not clearly legible. **Submit four copies of the project submittals.**

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.

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.

The City will not pay directly for the performance of the work listed. This work is 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) Contractor shall submit shop drawings in not less than four (4) copies to the Engineer.
- c) Contractor shall submit shop drawings in proper sequence of construction to cause no delay in the work. The Engineer will have ten (10) business days to review submittals.

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The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. No work shall be performed requiring shop drawings until same the Engineer has approved these shop drawings.

- d) Label each shop drawing with the following:
 - 1. Project Name Main Ct. Sanitary Sewer
 - 2. General Project Number (G.P. 1114)
 - 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 does not make him responsible for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when the recording this video.
 - b) The video and audio recordings shall be on DVD or pre-approved alternative for replay. Contractor must submit alternative medium to the Engineer and approval received prior to scheduling.
 - c) The video portion shall have continuous time and date incorporated into it, locations and person(s) doing the work.
 - d) Audio comments during the recording must address each item in the field of view as it may pertain to the project construction. The recording technician will need to become familiar with the project plans to know what subject matter is pertinent. Further, contractor must incorporate a post recording review and audio comments into the recording.
 - e) Submitted copies of all recordings are the property of the Engineer. Contractor must submit the recording and be 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.

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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.

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Supplemental Specification 02-00
TESTING FOR EXCESSIVE DEFLECTION FOR NON-PRESSURE
THERMOPLASTIC SEWER PIPE

September, 2000

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

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

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

All main line sanitary sewers 8" in diameter and larger shall be tested for a maximum deflection of 5% of the pipe average inside diameter not less than 30 days after final full backfill, including all compaction efforts and jetting has been placed, as determined by the City. The average inside diameter is determined by the latest edition of ASTM D 3034, Appendix X1.

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

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

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

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

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

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

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

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

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

02.06 REFERENCE MATERIAL. The City may reference ASTM D3034-96 for supplemental information.

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02.07 Table 1, Deflection Diameter List

**TABLE 1
THERMOPLASTIC PIPE, PVC, SDR 35
AVERAGE INSIDE DIAMETERS
5.0% DEFLECTION MANDREL DIMENSIONS
(DERIVED FROM ASTM D 3034)**

NOMINAL PIPE SIZE (IN.)	SDR	AVERAGE INSIDE DIAMETER (IN.)	O. D. OF 5.0% DEFLECTION PROBE (IN.)
6	35	5.893	5.60
8	35	7.891	7.50
10	35	9.864	9.37
12	35	11.737	11.15
15	35	14.374	13.65

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**Supplemental Specification 04-01
STANDARD TEST METHOD FOR
CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE TEST**

April, 2001

04.01 Scope

04.02 Description

04.01 SCOPE:

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

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

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

04.02 DESCRIPTION

See ASTM C 1244

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Supplemental Specification 05-01
SANITARY SEWER TELEVISION (CLOSED CIRCUIT TV) INSPECTION
AND DOCUMENTATION PROCEDURE

June 2001

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

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

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

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

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

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

05.02 EQUIPMENT List of Equipment

05.021 Television Camera: The television camera used for the inspection shall be one specifically designed for such inspection and have radial view capability. The lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions and shall have either automatic or remote focus and iris controls. The camera, television monitor, video recorder and all other components of the video system shall be capable of producing color picture quality to the satisfaction of the City Engineer. The videotape with audio shall be provided on 2-hour VHS cassettes with a tape width of ½ inch and be recorded in the 2-hour mode. The videotape shall be of the long life, self lubricating type, produced under rigid quality control standards and provide the highest quality picture and sound.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Bypass Pumping: When required, as noted above, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the sewer section to be televised. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm.

NOTE: When flow in a sewer is plugged, blocked or bypassed, the Contractor must take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging. Further precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewer system. The Contractor shall be solely responsible for any damages as a result of their actions.

05.06 DOCUMENTATION OF TELEVISED SEWER INSPECTION:

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

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

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

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

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

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

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

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

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

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TABLE 1

**THERMOPLASTIC PIPE, PVC, SDR 35
AVERAGE INSIDE DIAMETERS
5.0% DEFLECTION MANDREL DIMENSIONS
(DERIVED FROM ASTM D 3034)**

NOMINAL PIPE SIZE (IN.)	SDR	AVERAGE INSIDE DIAMETER (IN.)	O. D. OF 5.0% DEFLECTION PROBE (IN.)
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10	35	9.864	9.37
12	35	11.737	11.15
15	35	14.374	13.65

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Section IV: Additional Requirements and/or Conditions

- A. Notwithstanding any provisions to contrary, Ohio Law shall govern this Agreement.
- B. Contractor agrees that Canton's specifications and bid documents shall incorporate and be made part of any subsequent contract entered by the parties.
- C. Once both parties have fully executed the contract, said contract shall be binding upon the parties' heirs, successors and assigns.
- D. Contractor shall not assign or transfer any interest under this agreement without the express written consent of Canton.
- E. Contractor 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 Contractor, its agents, employees or subcontractors. Nothing herein shall be construed to hold Contractor liable for Canton's negligence.
- F. Contractor's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Contractor's breach, default or non-performance under this Agreement.
- G. A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract or in the exercise by either party of any right under the contract shall not be construed as a waiver.
- H. When, 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 can be 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 order.

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Section V: City of Canton Codified Ordinances

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

- 1. Chapter 105.02 – Public Paving Time Restrictions.**
All city public paving contracts shall include a provision for liquidated damages in order to provide the city reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the city’s road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.
(Ord. 270-2014. Passed 12-29-14.)
- 2. Chapter 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.)
- 3. Chapter 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.)
- 4. Chapter 105.06 – Minority Contract Provision.**
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.)

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5. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- 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 Section 105.12 is attached.
- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 95-2014. Passed 5-5-14.)

6. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the city under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of city income taxes, including any obligation to pay taxes withheld from employees under Section 181.06 and any payment on net profits under Section 181.03.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay city income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the city's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or

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greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of city income taxes as set forth in subsection (a), may be awarded a contract with the city under Sections 105.09 or 105.10.

- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of city income taxes as set forth in subsection (a) may not be awarded a contract with the city under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all city income taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the city or out of the city. In addition to the tax withheld for employees, the net profits on the contract shall be subject to city income tax.

(Ord. 158-2014. Passed 8-11-14.)

7. Chapter 507.03 – Equal Employment Opportunity Clause.

- 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, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. 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, national origin, military status, sexual orientation or gender identity. 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 or 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, age,

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handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

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 a 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 of

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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.)

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Section VI: Bid Forms and Instructions

Failure to submit Bid forms 1 through 9 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 10 through 14 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

BID FORM 1 – MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT

The City of Canton is committed to economic inclusion of certified minority and women's business enterprises (MBEs/WBEs). This form is for the bidder to identify the dollar amount he is willing and/or able to expend if the contract is awarded to his company for minority and/or women's business enterprises.

BID FORM 2 – BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

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. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, he/she will be required to complete and submit the provided EEO policy statement.

BID FORM 3 – AUTHORITY OF SIGNATORY

The authority of the bid signatory must be established. Bid Form 3 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and provides instructions as to how signature authority is commonly established.

BID FORM 4 – BID GUARANTY

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

1. Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571. The 153.571 statutory bond form requires 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.
2. A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made. A bid guaranty check shall be made payable to the owner without condition. A contractor using a bid check will be required to furnish a performance bond in the

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amount of one hundred percent (100%) of the total bid within ten (10) days of notice of the award.

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, is read as having a penal amount equal to the price bid, if no amount is written.

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

The Bid Bond must be provided by an approved surety company authorized to transact business in the State of Ohio and with a local agent. Agents of bonding companies which write the Bid Bond for this contract 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.

BID FORM 5 – BIDDER INFORMATION

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the Owner after the receipt of bids. Low bidders may be interviewed by the owner and shall furnish such information as the Owner may deem necessary to consider prior to making an award.

BID FORM 6 – PROJECT REFERENCES

Each bidder shall provide references as set forth on Bid Form 6.

BID FORM 7 – NON-COLLUSION AFFIDAVIT

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided in this document.

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BID FORM 8 – QUESTIONNAIRE IN DETERMINING LOWEST AND BEST BID

This form identifies a series of factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid.

BID FORM 9 – INSURANCE AFFIDAVIT AND REQUIREMENTS

The successful bidder will be required to submit the required insurance as outlined in Bid Form 9.

All bidders would be well advised to consult their insurance agent as soon as possible so that all questions and concerns can be given due consideration.

BID FORM 10 – AFFIDAVIT FOR FOREIGN CORPORATIONS

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

BID FORM 11 – LISTING OF SUBCONTRACTORS

The successful bidder shall provide the name, type of work to be performed and value of each subcontract. Note that subcontractors are distinguishable from suppliers.

BID FORM 12 – PERSONAL PROPERTY TAX CERTIFICATION (ORC 5719.042)

This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

BID FORM 13 – CERTIFICATION – AUDITOR OF THE STATE OF OHIO

This form is to be completed in which to certify that the bidder does not have outstanding unresolved finding for the recovery issued by the Auditor of the State of Ohio.

BID FORM 14 – ARTICLES OF INCORPORATION

The successful bidder will be required to submit a copy of the company's articles of incorporation.

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Bid Form 1: Minority and Women’s Business Enterprises

A. Overview

The City of Canton is committed to economic inclusion of certified minority and women’s business enterprises (MBEs/WBEs). For the purposes of this form, 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.

B. MBE/WBE Certification

Is your company or business a certified MBE or WBE in the City of Canton, any other governmental entity, and/or National Minority Supplier Development Council?

_____ Yes _____ No

If yes, please list the entities where you have received certification below:

If you are interested in becoming a certified MBE or WBE with the City of Canton, please visit the Compliance Department’s website for an application and instructions.

<http://cantonohio.gov/compliance/?pg=116>

C. MBE/WBE Utilization in the Subcontracting of Work and Purchase of Supplies

It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for minority/women’s business enterprises.

If awarded the bid, will you be utilizing subcontractors or purchasing supplies for use under the contract?

_____ Yes _____ No

If yes, please complete the remaining questions and provide the information requested in this section.

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1. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows: (Please attach additional sheets if necessary.) For a current list of City of Canton Certified Businesses please contact the City of Canton Purchasing Department at 330-438-4185.

	Name of Business	Business Address	Nature of Participation	Dollar Amount	MBE/WBE and Certifying Body
Business 1					
Business 2					
Business 3					
Business 4					
Business 5					

2. The bidder agrees to expend at least \$ _____ or _____ % of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises.
3. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. A copy of the implementation report is included at the end of this bid form. These reports will be due 10 days after the receipt of the award letter, at 50% completion of the project, and 100% completion of the project. These reports should be forwarded to the following address.

City of Canton Purchasing Department
218 Cleveland Ave., SW, 6th floor
Canton, OH 44702

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4. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that due diligence has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project, or unable to perform the work, in order to meet the ten percent (10%) minority business enterprise goal. In order to request a waiver, the attached form should be filled out and returned with your bid.

D. Signature

The undersigned hereby certifies that he or 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

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**City of Canton- Office of Compliance
Subcontractor and Supplier Implementation Report**

Please submit a form for each MBE/WBE subcontractor and/or supplier utilized. Please note that this form is due 10 days after the notice of award, at 50% completion of the project, and at 100% completion of the project.

Bidder/Contractor Name:	
Subcontractor/Supplier Name:	
Project Name:	

If no MBE/WBE subcontractors or suppliers have been used at this time, please write NA above for the subcontractor/supplier, sign, and return the form.

Subcontractor/Supplier is a: MBE WBE

Please list all entities where this certification has been received:

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

The undersigned contractor certifies that the information contained within this report is true and accurate to the best of its knowledge at the time of submission.

Authorized Contractor Representative & Title:			
Signature:		DATE:	

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**City of Canton- Office of Compliance
MBE/WBE Utilization Waiver Request**

Bidder/Contractor Name:	
Project Name:	

Note: To justify a waiver of the City’s MBE/WBE goals, it must be shown that due diligence has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project, or unable to perform the work, in order to meet the ten percent (10%) minority business enterprise goal. Please use the spaces below to document the efforts that were made to meet the City of Canton’s MBE/WBE goals. Please attach additional sheets if necessary.

Contacted Contractor	Proposed Work/Supplies	Reason for Unavailability	Date of Contact	Date Response Received
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Authorized Contractor Representative & Title:			
Signature:		DATE:	

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Bid Form 2: Bidder and Contractor Employment Practices Report

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

CITY OF CANTON OFFICE OF COMPLIANCE

424 MARKET AVE N CANTON, OHIO 44702

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as it relates to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

City of Canton Codified Ordinance 507 and 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 demonstrate 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 a contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

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

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

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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 applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.
If C is circled for any of the responses below an explanation is required in the space provided

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
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 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	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. 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	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. 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: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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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. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Job Categories:	Total	Total	Total	African	Asian	Native	Hispanic	African	Asian	Native	Hispanic
	Male & Female	Male	Female	American	American	American		American	American	American	
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Total:											

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.

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, age, national origin, disability, sexual orientation, or sexual identity. Use Separate sheet if additional space is required.

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VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations require each employer, contractor, and material suppliers working on city projects be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to:
 - a. 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) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ Shall require each sub-contractor we hire on this project to adhere to, sign, and return this statement to the city.

VII. Signatures

The undersigned certifies that he/she is legally authorized by the bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her 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 Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name: _____

Date of Signing: _____

Signature: _____

Title: _____

Signature: _____

Title: _____

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Bid Form 3: 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.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ 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:

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Bid Form 4: Bid Guaranty

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

*****Please include your bid bond or bid check at the front of your submitted bid packet*****

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

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Bid Form 5: Bidder Information

Bidder Information Page 1 of 3

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

a. Name of Bidder _____

b. Business Address _____

_____ City State Zip

c. Business Telephone Number (____) _____

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

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

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

g. Principal place of business

h. Federal I.D. Number # _____

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

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Bidder Information Page 2 of 3

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.

<hr/>	<hr/>

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.)

<hr/>	<hr/>

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

<hr/>	<hr/>

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

<hr/>
<hr/>
<hr/>
<hr/>

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Bidder Information Page 3 of 3

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

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Bid Form 6: Project References

Each bidder should 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.
- It will be required that the successful bidder provide documentation of at least five projects over the last five years with engineered shoring and geotechnical instrumentation and monitoring. The City retains the right to waive this requirement with the successful bidder's proof of necessary expertise and ability to complete this work.

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

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Bid Form 7: Page 2

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 ____.

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**Bid Form 8: Factors to Be Used When Determining Lowest and Best Bid,
Page 1**

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.

QUESTIONNAIRE

When completing Bid Form #8, please submit your answers, separately, on your company letterhead and attach to Bid Form #8.

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.

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Bid Form 8: Page 2

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.

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Bid Form 8: Page 3

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 specialties.
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 specialties.
21. Please state whether the bidder's work force is drawn mainly from local employees as defined below. The number of local employees, and their job descriptions or trade specialties that the bidder will employ on the public contract.
Local Employee Definition
 - 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 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.
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.

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Bid Form 9: Insurance Affidavit and Requirements

Insurance Requirements

- 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 (City of Canton), and Fresh Mark, Inc. 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 and/or Fresh Mark, Inc., 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. Worker'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	\$100,000.00
Medical Expense Limit	\$5,000.00

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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.**
 - f. **INCLUDE FRESH MARK, INC 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 to be performed including all items of labor and materials incorporated therein, materials in storage on or off the job site to be used 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.

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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 Insurer to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

Insurance Affidavit

Each bidder should 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 Bid Form 9.
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.

The successful bidder will be required to provide evidence of the required insurance as outlined in this bid form. This must include:

1. Certificate of Liability Insurance with the City of Canton and Fresh Mark, Inc. listed as an additional insured
2. Ohio Worker's Compensation Certificate

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Bid Form 10: Bidder’s Affidavit: Foreign Corporation

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

The undersigned 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.

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Bid Form 11: 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 will be. Note that subcontractors are distinguishable from suppliers.

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

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

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

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Bid Form 12: Personal Property Tax Certification (ORC 5719.042)

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

(A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Corporation

President

Secretary

NOTE: This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to your company.

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Bid Form 13: Certification: Auditor of the State of Ohio

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)

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Bid Form 14: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

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Section VII: Technical Specifications

The Technical Specifications, Plan Drawings, and Standard Drawings are provided under separate cover at the Purchasing Department website at <https://cantonohio.gov/purchasing/?pg=showbids> and the Engineering Department website at <https://cantonohio.gov/engineering/?pg=507>.

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Section VIII: Project Utility Note

It is the sole responsibility of the contractor to coordinate and insure the relocation of and/or 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 may have facilities in the project area:

Dominion East Ohio (DEO)

Time Warner Cable

City of Canton Engineering Department (Sanitary & Storm)

City of Canton Traffic Engineering Department

AT&T

American Electric Power (AEP)

City of Canton Water

Contact information for the above utilities is found on plan sheet 2 of 26.

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. Contractor should coordinate all activities that may be in conflict with the appropriate utility owner. Furthermore, the Contractor must notify OUPS (1-800-362-2764) and also contact any non-members directly before performing any digging on the project.

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.

These notes are for the benefit of the contractor. Other utilities may be present. Furthermore, actual location of these utilities is the Contractor's responsibility. Additional information may be found in CONSTRUCTION INCIDENTALS found on plan sheets 2 and 3 of 26.

See General Notes on plan sheets 2, 3, and 4 of 26 for additional Utility Note Details.

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Section IX: 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 Manager 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.

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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 and Canton City Council, 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.

Section X: 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.

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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.

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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

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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.

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Section XI: Signature and Proposal Pages

Signature Page
GP 1113 East Side Interceptor Sewer Relocation Project

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **GP 1113 East Side Interceptor Sewer Relocation Project** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

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 herewith encloses a _____ **(BID BOND, CERTIFIED/CASHIER'S CHECK)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, _____ will enter into contract therefore, 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 checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

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Proposal Pages

We (I), the above signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

ITEM REF NUMBER	ITEM SPEC NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1	01380	PRECONSTRUCTION PHOTOGRAPHY	1	LS		
2	02050	DEMOLITION	1	LS		
3	02270	SLOPE PROTECTION AND EROSION CONTROL	1	LS		
4	02310	ENGINEERED SHORING	1	LS		
5	02322	GEOTECHNICAL INSTRUMENTATION AND MONITORING	1	LS		
6	02485	SEEDING	1	LS		
7	02534	SEWER FLOW CONTROL	1	LS		
8	02560	SANITARY MANHOLES NO. 3 & NO. 4, 72 INCH DIAMETER	2	EA		
9	02560	SANITARY MANHOLES NO. 2, NO.5, No.6, & NO. 7, 84 INCH DIAMETER	4	EA		

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ITEM REF NUMBER	ITEM SPEC NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
10	02560	MANHOLE JUNCTION STRUCTURE MANHOLE NO. 1 Please Circle Installation Method: <u>Cast-in-place concrete</u> or <u>Precast Concrete</u>	1	LS		
11	02560	MANHOLE JUNCTION STRUCTURE MANHOLE NO. 8 Please Circle Installation Method: <u>Cast-in-place concrete</u> or <u>Precast Concrete</u>	1	LS		
12	02560	MANHOLE AND JUNCTION STRUCTURE EXTERIOR WATERPROOFING, COAL TAR	8	EA		
13	02567	MANHOLE AND JUNCTION STRUCTURE SEALING WITH PROTECTIVE POLYMER LINING	8	EA		
14	03300	EXISTING 42 INCH SEWER AND MANHOLES FILL WITH CONTROLLED DENSITY FILL	340	CY		
15	15061	FIBERGLASS REINFORCED POLYMER MORTAR PIPE FOR SANITARY SEWER	1058	LF		
16	CAN 05-01	SEWER TELEVISION INSPECTION AND DOCUMENTATION	1058	LF		
17	ODOT 202	FENCE REMOVED	533	LF		
18	ODOT 202	PAVEMENT REMOVAL INCLUDING SAW CUTTING	2800	SY		
19	ODOT 202	EXISTING CATCH BASIN REMOVAL	3	EA		

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ITEM REF NUMBER	ITEM SPEC NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
20	ODOT202	EXISTING WATERLINE REMOVAL 8 INCH TO 12 INCH DIA	510	LF		
21	ODOT 202	EXISTING STORM SEWER REMOVAL 8 INCH DIA	90	LF		
22	ODOT 202	EXISTING STORM SEWER REMOVAL 30 INCH DIA	11	LF		
23	ODOT 301	ASPHALT CONCRETE BASE COURSE, 6 INCHES THICKNESS	363	CY		
24	ODOT 304	LIMESTONE, 8 INCHES FOR PAVEMENT REPLACEMENT	487	CY		
25	ODOT 448	ASPHALT CONCRETE SURFACE COURSE TYPE 1, 2 INCHES THICKNESS	124	CY		
26	ODOT 607	CONSTRUCTION FENCE	962	LF		
27	ODOT 607	FENCE TYPE CLT	533	LF		
28	ODOT 623	CONSTRUCTION STAKING	1	LS		
29	ODOT 624	MOBILIZATION/DEMOBILIZATION (Includes mobilization/demobilization for pile driving equipment)	1	LS		
30	CAN STD DWG 19	CONTINGENCY FOR EXTRA EXCAVATION AND FOUNDATION MATERIAL, OPTION B (#57 LIMESTONE)	50	CY		

**GP 1113 – East Side Interceptor Sewer Relocation Project
The City of Canton Engineering Department**

Bid Price in Figures _____

Bid Price in Words _____

For Informational Purposes Only. Total unit costs will govern.

APPENDIX "A"

Subsurface Investigation Information

Disclaimer

The subsurface investigation and soil boring logs were prepared for the Owner for use in design in December, 2013. They are included as an appendix for informational purposes only. The Subsurface Investigation and soil boring logs are not a part of the Contract Documents and are not to be relied upon as a complete representation of all possible soil conditions which may be encountered. Use of the information is totally at the risk of the Contractor. Additional soils information, if needed by any Contractor, shall be obtained by the Contractor at no cost to the Owner. The Contractor shall make no claim against the Owner or the Engineer based on the subsurface investigation or the soil boring logs.

SOIL BORING B-1 NOTE

Soil boring #1 noted a petroleum odor. The soils from which this odor was noted have been removed and properly disposed of by Fresh Mark, and to the best of everyone's knowledge the rest of the project area is free of any potential contaminants. However, in the event that additional contaminants are found during the performance of this project, the City of Canton's contractor will vacate the contaminated area and Fresh Mark's contractor will be responsible for removing and depositing of the material.

November 20, 2013

Mr. Todd Kramer, P.E.
CTI Engineers, Inc.
200 Market Avenue South
Suite 750
Canton, Ohio 44702
tkramer@ctiengr.com

Re: Report for Geotechnical Subsurface Exploration
Proposed Sanitary Sewer Realignment
Fresh Mark Plant
1600 Harmont Avenue
Canton, Ohio
PSI Report No. 0145696

Dear Mr. Kramer:

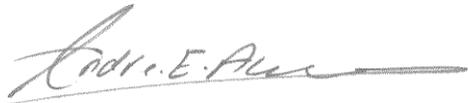
In compliance with your instructions, we have conducted a subsurface exploration for the above-referenced project. The results of this exploration, together with our recommendations are to be found in the accompanying report, three (3) copies of which are being transmitted herewith.

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,

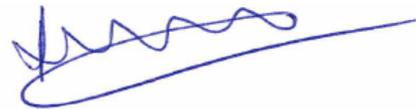
PROFESSIONAL SERVICE INDUSTRIES, INC.



Andre E. Ashour
Staff Engineer



Eric Olson, E.I.T.
Branch Manager



A. Veeramani, P.E.
District Manager

Information to Build On

**REPORT OF
GEOTECHNICAL SUBSURFACE EXPLORATION**

FOR THE PROPOSED

**SANITARY SEWER REALIGNMENT
FRESH MARK PLANT
1600 HARMONT AVENUE
CANTON, OHIO**

PREPARED FOR

**CTI ENGINEERS, INC.
200 MARKET AVENUE SOUTH
SUITE 750
CANTON, OHIO 44702**

PREPARED BY

**PROFESSIONAL SERVICE INDUSTRIES, INC.
4579 NAVARRE ROAD, S.W.
CANTON, OHIO 44706**

PSI FILE NUMBER: 0145696

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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 Sanitary Sewer Realignment Project. PSI's service for this project was performed in accordance with PSI Proposal No. 0145-93467, dated April 17, 2013. 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 in the form of signed Subcontract Agreement between PSI and CTI Engineers, Inc. with Account No. E13029 signed by Mr. Eric Olson, Branch Manager of PSI's Canton office and Mr. William Dorman, President of CTI Engineers, Inc., dated October 24, 2013.

Project Description

Project information has been provided by Mr. Todd Kramer, P.E., of CTI Engineers, Inc. Included, we have received a site plan showing the general limits of the proposed project.

Based on the available information, it is understood that the proposed development will include the realignment of a 42 inch sanitary sewer interceptor line from manhole No. 019FM01A to 019HA01, located south of the Fresh Mark Plant at 1600 Harmont Avenue, Canton, Stark County, Ohio. The proposed sanitary sewer line will bear at depths of about 20 to 30 feet below the existing pavement grades (about 20 feet at test boring location B-1). No other information was 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

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 four (4) test borings along the proposed sewer alignment, a laboratory-testing program, and an engineering analysis and evaluation of the subsurface materials.

The scope of services did not include an environmental assessment for the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below or around this site. Any statements in this report or on the boring logs regarding odors, colors or unusual or suspicious items or conditions are strictly for the information of the client.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The proposed sewer lines, for which this subsurface exploration has been performed, will be located south of the Fresh Mark Plant at 1600 Harmont Avenue, Canton, Stark County, Ohio. The proposed Sanitary Sewer realignment project will be located within the Fresh Mark Plant property. More specifically, boring location B-1 is located near the outdoor equipment area (south part of the property) which is covered with fill materials (sand and gravel) and boring locations B-2, B-3 and B-4 are located in the associated parking areas which are covered with asphalt concrete. Surface drainage was good 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 four (4) test borings along the proposed sewer line, which were drilled to depths ranging from approximately 30 to 40 feet each, below the existing surface grades utilizing conventional truck mounted drilling equipment. The borings were drilled at the approximate locations shown on the Boring Location Plan presented in the *Appendix* of this report. The numbers of test borings were selected by the representatives of CTI Engineers, Inc. and field located by the representatives of PSI.

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 following table shows the composition and approximate thicknesses of the existing pavement and subsurface materials encountered at the test boring locations.

Boring No.	Boring Depth (ft.)	Asphalt	Base	Fill Depth(ft.)	Boring Location
B-1	30	-	-	8	Near Outdoor Equipment
B-2	40	2"	-	3	Parking Area
B-3	40	2"	11"	-	Parking Area
B-4	40	10"	8"	4	Parking Area

The base materials consisted of various combinations of sand and gravel. Thickness of the base materials should be expected to vary throughout the site.

Below the surface materials, miscellaneous fill materials were encountered at test boring locations B-1, B-2, and B-4 to depths ranging from about 3 to 8 feet below the existing surface grades. Fill soils consisted of various combinations of sand and silt with varying degrees of clay, gravel, cinders, and organics. The fill soils exhibited moisture contents ranging from approximately 9 to 25 percent. The depth and engineering characteristics of the fill materials, such as strength, composition and compressibility are considered to be extremely variable.

Below the fill materials in all test boring locations (except boring location B-3), natural soils were encountered extending to the termination depth. The natural soils consisted of various combinations of sands, silts, and clay with varying degrees of gravel and clay. The natural soils exhibited moisture contents ranging from about 4 to 33 percent, and a medium stiff to stiff consistency for cohesive soil and very loose to dense relative density for granular soils, based on the Standard Penetration test.

Note that the subsurface description is a generalized nature which 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 the field drilling operations:

Boring No:	Water Encountered Depths (Feet)	
	During Drilling	After Drilling
B-1	12.3	20.3
B-2	21.5	30
B-3	23.5	28.6
B-4	23.5	28.6

In fine-grained soils, such as silts and clays, the absence of free groundwater infiltration in the boreholes does not necessarily demonstrate that groundwater is below the explored depth of the boreholes. The boreholes remained open for a limited period of time; therefore, groundwater levels may not have stabilized in the boreholes.

EVALUATION AND RECOMMENDATIONS

Excavation Support

Based on the information provided by CTI Engineers, Inc., it appears that the proposed sewer pipes will bear within the area's natural soil formation. 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 sanitary 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, due to close proximity of the existing structures and other utilities, a temporary excavation support system will 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	$\phi' = 30^\circ, C' = 0 \text{ psf}$	$\phi = 30^\circ, C = 0 \text{ psf}$
Silt	100	$\phi' = 28^\circ, C' = 0 \text{ psf}$	$\phi = 0^\circ, C = 1,500 \text{ psf}$
Sand and Silty Sand	120	$\phi' = 32^\circ, C' = 0 \text{ psf}$	$\phi = 32^\circ, C = 0 \text{ psf}$

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.

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 and rock 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 2,500 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 sanitary 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 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 at all the test boring locations to depths of about 12.3 to 23.5 feet below the existing surface grades during the field drilling operations and to depths of about 20.3 to 30 feet below the existing surface grades after drilling operations. Therefore, groundwater seepage 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

CTI Engineers, Inc.
Re: Sanitary Sewer Realignment Project, Canton, Ohio
November 20, 2013
PSI Project No.: 0145696

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.

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, should 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.

CTI Engineers, Inc.
Re: Sanitary Sewer Realignment Project, Canton, Ohio
November 20, 2013
PSI Project No.: 0145696

REPORT LIMITATIONS

The recommendations submitted are based on the available subsurface information obtained by PSI and design details furnished by Mr. Todd Kramer, P.E. of CTI Engineers, Inc. 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.

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 Sanitary Sewer Realignment Project located south of the Fresh Mark Plant at 1600 Harmont Avenue, Canton, Stark County, Ohio.

APPENDIX

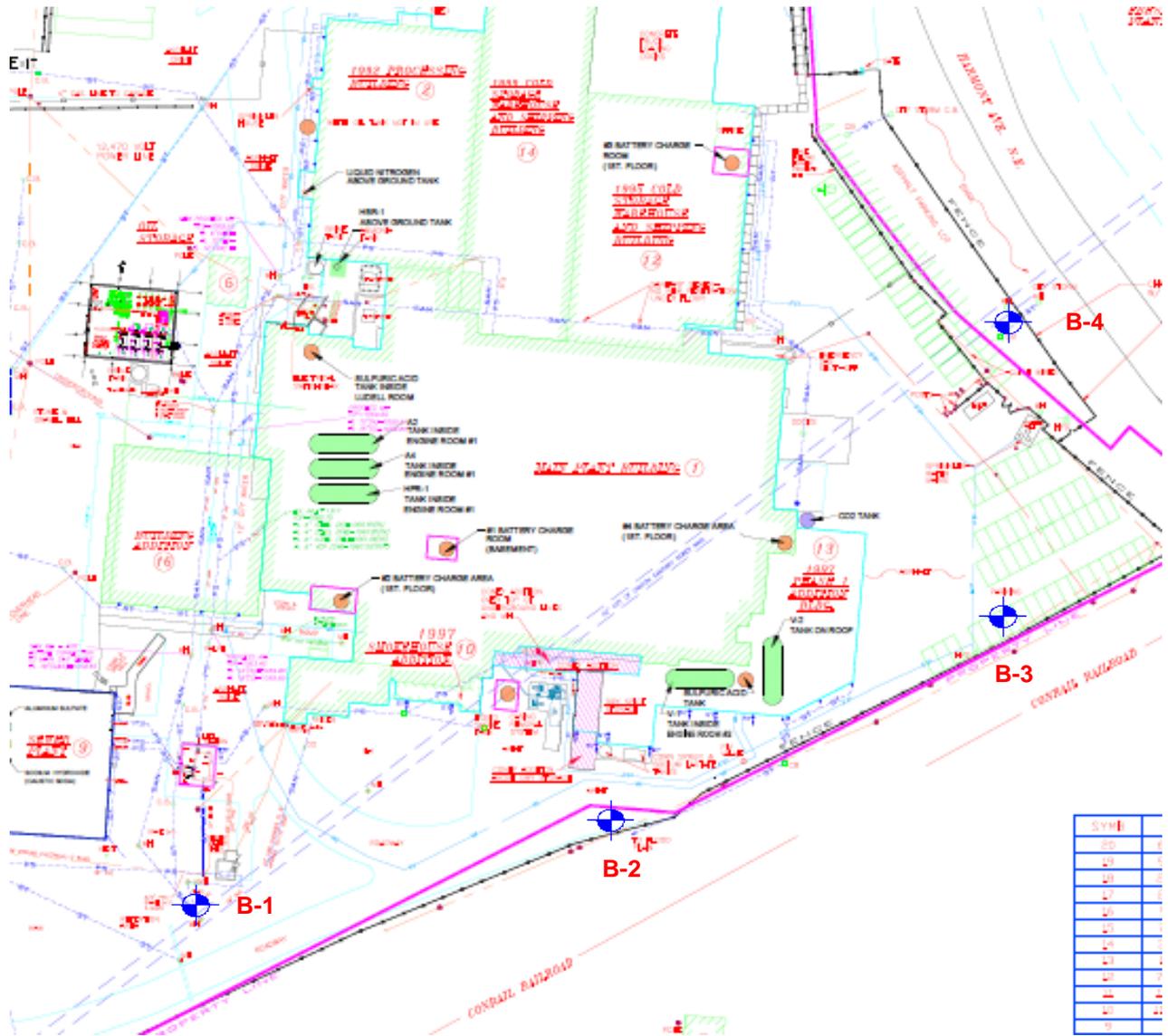
Boring Location Plans

Boring Logs

Reports of Soil Analysis

General Notes

USCS Soil Classification Chart





Professional Service Industries, Inc.
 4579 Navarre Road, SW
 Canton, OH 44706
 Telephone: (330) 478-0081
 Fax: (330) 478-3267

LOG OF BORING B-1

Sheet 1 of 1

PSI Job No.: 0145696
 Project: Freshmark Sanitary Sewer
 Location: Canton, Ohio

Drilling Method: 3.25" Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	12.3 feet
▼ Upon Completion	20.3 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							Medium Dense, Moist, Gray, Medium to Fine SAND, Trace Silt and Clay, Trace Gravel, Trace Cinders, Trace Organics	Fill	12-16-13 N=29	11	×		
									6-8-12 N=20	9	×	○	
	5						** Petroleum Smell @ 6.0' - 7.5'	SP	10-10-10 N=20	11	×	○	
							Loose, Moist, Brown, Poorly Graded SAND, Trace Gravel, Trace Silt/Clay		2-2-3 N=5	7	○	×	
	10						▽ Very Loose to Medium Dense, Wet to Moist, Brown, Poorly Graded SAND, Trace Silt/Clay, Trace Gravel	SP	1/12"-2 N=2	33	○	×	
	15								3-6-7 N=13	29	○	×	
	20							2-2-2 N=4	21	○	×		
	25							3-5-6 N=11	19	■	×	Non-Plastic	
	30						Stiff, Moist, Gray, SILT, Little Sand, Trace Gravel		13				

Completion Depth: 30.0 ft
 Date Boring Started: 11/11/13
 Date Boring Completed: 11/11/13
 Logged By: E.O.
 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: Borings backfilled with soil/auger cuttings

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 4579 Navarre Road, SW
 Canton, OH 44706
 Telephone: (330) 478-0081
 Fax: (330) 478-3267

LOG OF BORING B-2

Sheet 1 of 1

PSI Job No.: 0145696
 Project: Freshmark Sanitary Sewer
 Location: Canton, Ohio

Drilling Method: 3.25" Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	21.5 feet
▼ Upon Completion	30.0 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		
0		2" ASPHALT					Asphalt					
	0			1	15		Medium Stiff, Moist, Brown, SILT, Trace Sand and Gravel	Fill	5-4-4 N=8	21	25	
	5			2	17		Medium Dense, Moist, Brown, Poorly Graded SAND, Little Silt and Clay, Trace Gravel	SP	5-7-9 N=16	12		
				3	12				3-9-8 N=17	9		
	10			4	13			SP	3-5-6 N=11	7		
	15			5	12		Loose to Medium Dense, Moist to Wet, Brown, Poorly Graded SAND, Trace to Little Silt and Clay, Trace Gravel		2-5-6 N=11	7		
	20			6	16				4-8-8 N=16	7		
	25			7	18		** Wet @ 23.5' - 25.0'	SP	1-3-4 N=7	27		
	30			8	18				6-6-10 N=16	16	26	
	35			9	18				2-3-4 N=7	24		Non-Plastic
	40			10	14				3-3-3 N=6	24		

Completion Depth: 40.0 ft
 Date Boring Started: 11/11/13
 Date Boring Completed: 11/11/13
 Logged By: E.O.
 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: Borings backfilled with soil/auger cuttings and asphalt patched

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 4579 Navarre Road, SW
 Canton, OH 44706
 Telephone: (330) 478-0081
 Fax: (330) 478-3267

LOG OF BORING B-3

Sheet 1 of 1

PSI Job No.: 0145696
 Project: Freshmark Sanitary Sewer
 Location: Canton, Ohio

Drilling Method: 3.25" Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	23.5 feet
▼ Upon Completion	28.6 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		2" ASPHALT						Asphalt Base				
		11" SAND and Gravel		1	12		Stiff, Moist, Brown and Gray, Sandy CLAY, Trace Silt, Little Gravel	CL	3-3-6 N=9	10	×	
	5			2	11		Loose to Medium Dense, Moist to Very Moist, Brown, and Gray, Poorly Graded SAND, Little Gravel	SP	5-5-4 N=9	10	×	
				3	18			SP	12-12-6 N=18	8	×	
	10			4	18		Stiff, Moist, Brown, SILT, Little Sand and Gravel	ML	4-4-4 N=8	14	×	
				5	9		Dense, Damp, Gray, Poorly Graded SAND, With Gravel, Trace Silt/Clay	SP	18-21-24 N=45	4	×	
	20			6	13			SP	14-21-22 N=43	5	×	
				7	12		Very Loose to Medium Dense, Very Moist to Wet, Brown, Poorly Graded SAND, Trace Gravel	SP	3-4-5 N=9	24	×	
	30			8	14			SP	1/12"-3 N=3	24	×	
	35			9	14			SP	6-7-10 N=17	15	×	
	40			10	18		Stiff, Moist, Gray, LEAN CLAY, Little Silt, Trace to Little Sand and Gravel	CL	3-7-10 N=17	20	×	LL = 27 PL = 20

Completion Depth: 40.0 ft
 Date Boring Started: 11/12/13
 Date Boring Completed: 11/12/13
 Logged By: E.O.
 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: Borings backfilled with soil/auger cuttings and asphalt patched

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
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 Canton, OH 44706
 Telephone: (330) 478-0081
 Fax: (330) 478-3267

LOG OF BORING B-4

Sheet 1 of 1

PSI Job No.: 0145696
 Project: Freshmark Sanitary Sewer
 Location: Canton, Ohio

Drilling Method: 3.25" Hollow Stem Auger
 Sampling Method: 2-in SS
 Hammer Type: Automatic
 Boring Location:

WATER LEVELS	
▽ While Drilling	23.5 feet
▼ Upon Completion	28.6 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		
0							10" ASPHALT	Asphalt Base				
				1	15		8" SAND and Gravel Dense, Moist, Brown, Clayey SAND, With Gravel ** Possible Cobbles @ 2.0' - 2.5'	Fill	17-32-14 N=46	11	16	
	5			2	17		Loose, Moist, Brown, Silty SAND, Little Clay With Gravel		5-9-12 N=21	10	6	
				3	18			SM	4-4-3 N=7	9	11	
	10			4	2				3-3-3 N=6	10		
	15			5	8		Loose to Medium Dense, Moist to Wet, Brown, Poorly Graded SAND, Little Gravel, Trace to Little Silt/Clay		2-3-2 N=5	13		
	20			6	3			SP	11-8-9 N=17	7		
	25			7	7				4-6-3 N=9	8		
	30			8	18				6-6-8 N=14	27		
	35			9	13		Medium Stiff, Moist, Gray, SILT, Little Sand	ML	2-3-2 N=5	23		LL = 23 PL = 23
	40			10	17		Loose, Very Moist, Gray, Poorly Graded SAND, Trace Gravel, Trace Silt/Clay	SP	2-2-3 N=5	17		

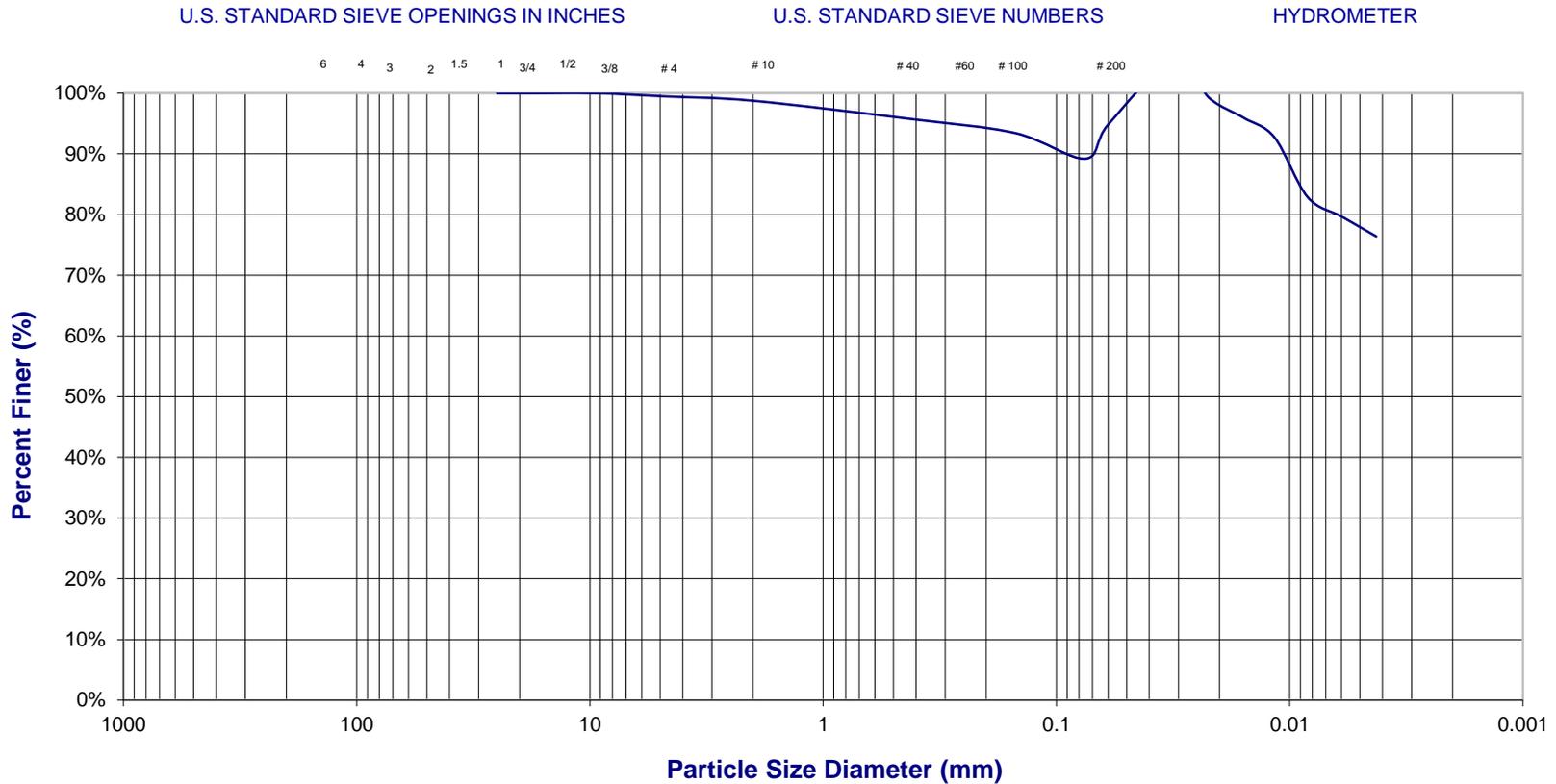
Completion Depth: 40.0 ft
 Date Boring Started: 11/12/13
 Date Boring Completed: 11/12/13
 Logged By: E.O.
 Drilling Contractor: PSI, Inc.

Sample Types:

- Auger Cutting
- Split-Spoon
- Rock Core
- Shelby Tube
- Hand Auger
- Calif. Sampler
- Texas Cone

Latitude:
 Longitude:
 Drill Rig: D-50
 Remarks: Borings backfilled with soil/auger cuttings and asphalt patched

The stratification lines represent approximate boundaries. The transition may be gradual.

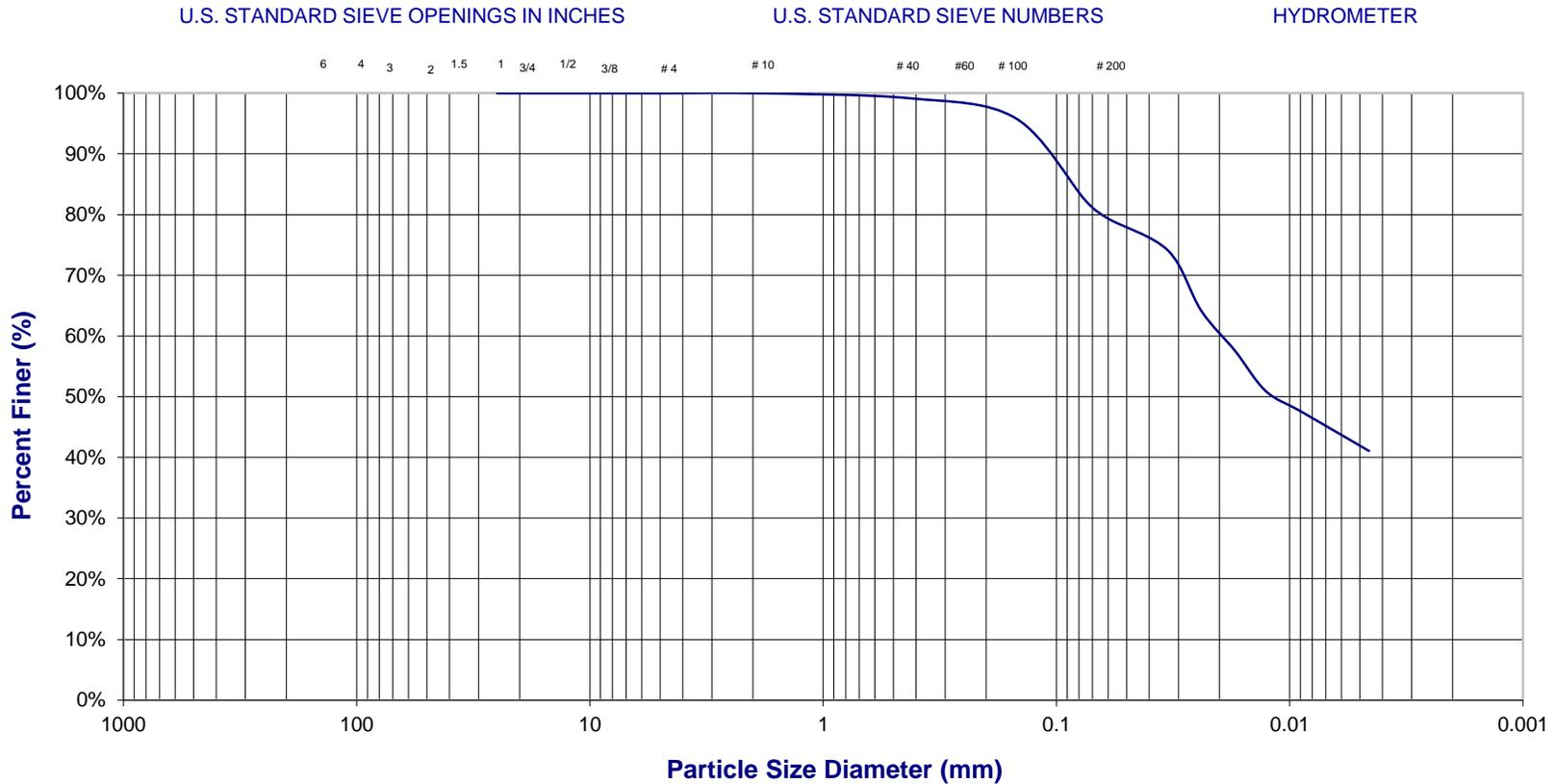


COBBLE	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

Bore No.	B-3	USCS Classification	Nat. w	LL	PL	PI	Project
Depth	38.5'-40'	Lean CLAY, Little Silt, Little to	24	27	20	7	CTI Engineers Inc.
Sample No.	SS-10b	Trace Sand and Gravel (CL)	Max. Particle Size (in)			Sanitary Sewer Realignment	
Tested Date	11/22/13	File No.	0145-696	GRAVEL	SAND	SILT	CLAY
Lab Tech.	AA	Checked By	EO	1%	10%	11%	78%

Report of Soil Analysis





COBBLE	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

Bore No.	B-4	USCS Classification		Nat. w	LL	PL	PI	Project
Depth	33.5'-35'	SILT , Little Sand (ML)		23	23	23	0	CTI Engineers Inc.
Sample No.	SS-9			Max. Particle Size (in)				Sanitary Sewer Realignment
Tested Date	11/22/13	File No.	0145-696	GRAVEL	SAND	SILT	CLAY	1600 Harmont Ave., Canton, OH
Lab Tech.	AA	Checked By	EO	0%	18%	40%	42%	
Report of Soil Analysis								

GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System is 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.
- Qu: Unconfined compressive strength, tsf.
- Qp: Penetrometer value, index value of unconfined compressive strength, tsf.
- Mc: 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" I.D., 2" O.D., except where noted.
- ST: Shelby Tube – 3" O.D., except where noted.
- AU: Auger Sample.
- DB: Diamond Bit.
- CB: Carbide Bit.
- WS: Washed Sample.

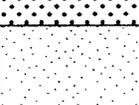
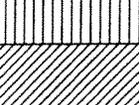
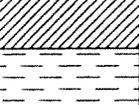
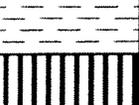
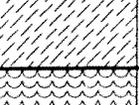
RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION (Terzaghi & Peck, 1948)

<u>TERM (COHESIONLESS SOILS)</u>	<u>STANDARD PENETRATION RESISTANCE</u>
Very Loose	0 – 4
Loose	4 – 10
Medium	10 – 30
Dense	30 – 50
Very Dense	Over 50
<u>TERM (COHESIVE SOILS)</u>	<u>Qu – (TSF)</u>
Very Soft	0 – 0.25
Soft	0.25 – 0.50
Medium	0.50 – 1.00
Stiff	1.00 – 2.00
Very Stiff	2.00 – 4.00
Hard	4.00+

PARTICLE SIZE (ASTM D2487 AND D422)

Boulders \geq 12 in. (300mm)	Medium Sand <2mm (10 sieve) to 425 μ m (#40 sieve)
Cobbles < 12 in.(300mm) to 3 in. (75mm)	Fine Sand <425 μ m (#40 sieve) to 75 μ m (#200 sieve)
Gravel < 3 in. (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>(LITTLE OR NO FINES)</p>	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
	<p>MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE</p>	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES	
		<p>SAND AND SANDY SOILS</p> <p>(LITTLE OR NO FINES)</p>	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
			(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	<p>MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE</p>	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES	
		(APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
		<p>FINE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE</p>	<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	
	OL			ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
<p>SILTS AND CLAYS</p> <p>LIQUID LIMIT GREATER THAN 50</p>			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
			CH	INORGANIC CLAYS OF HIGH PLASTICITY		
			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 B: Project Labor Agreement

Note: this project requires the contractor to assent to a project labor agreement (PLA). The applicable PLA for this project is contained on the following pages. **Failure to sign and return the “Letter of Assent to the Project Labor Agreement” (page 28 of the following PLA) may result in your bid being disqualified.**

**PROJECT LABOR AGREEMENT
FOR THE
FRESHMARK SEWER RELOCATION PROJECT
CONTRACT NO. GP1113
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 Freshmark Sewer Relocation Project (Project Contract No. GP1113) (the "Project"). 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. This Project is fairly estimated at a cost of \$2.2 million dollars. The Project will involve the replacement and relocation of a 42 inch in diameter sewer line around the Freshmark facilities located in Canton, Ohio. This is a major construction project that must be commenced in the Fall of 2014. 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. This Agreement also is necessary to secure and preserve the health and safety of Canton residents and to protect the integrity of the City's storm and sanitary sewer system. 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 and that timely completion of the Project is therefore vital. The parties understand and agree that timely completion of the Project will require the use of substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to the Project. 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 with no delays. In recognition of those special needs of the Project, the 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) reducing and/or eliminating the tension and potential disagreements that might otherwise exist between Union and non-union workers on the Project;
- (b) avoiding the costly delays of 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. Mindful of the economic condition and unemployment rate in Stark County, the Owner anticipates and expects that all construction workers and employees on this Project will be residents of Stark County. In view of the very technical and specialized

work that is inherent in the construction industry, all parties acknowledge that this expectation by the Owner is a goal, not a mandate. To this end, all Contractors working under this Agreement pledge that they will make a good-faith effort to reach this goal expressed by the Owner.

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, not state-wide agreements or other special project agreements, 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 if: (a) 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) 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 appointed by the Owner (or its designee) and the Unions, with an alternate appointee 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 and trade 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, address and telephone 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 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 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 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 Local Union 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.

- (a) 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 by the Union, in writing, in accordance with the provisions of Step 3.

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 Federal Mediation and Conciliation Services (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of FMCS 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).

Section 4. Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the Contractor to adhere to the time limits established herein shall result in the grievance being sustained. 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 5. The 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 Council prior to commencing work. 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 applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Local Union is unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

Section 2. Union Responsibilities. The Local Union shall not be liable for acts of employees for which it has no responsibility. The principal officers of the Local Union will immediately instruct, order and use their best efforts to cause the members of the Local Union they represent to cease any violations of this Article. If it complies with this obligation, the Local Union shall not be responsible for unauthorized acts of employees it represents.

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. The Contractor shall deduct from each employee's wages all uniform dues and working assessments set forth in the Employee's Local Collective Bargaining Agreement. If a labor organization is not affiliated with the Council, and supplies its members or referrals for work on the Project, such labor organization shall pay to the Council the dues and assessments it would owe the Council if affiliated, for all periods during which the labor organization

has members or referrals working on the Project. Any disputes under this paragraph shall be resolved exclusively between the labor organization and the Council by using the grievance procedure appearing in Article VII, as provided herein. All grievances shall be reduced to writing within thirty (30) days of the date on which the aggrieved party discovered the dispute. The grievance shall be initiated at Article VII, Section 3, Step 3.

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 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 by a Contractor 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. Should any Local Union fail or refuse to provide and/or refer qualified employees for work on the Project during an economic strike, any affected Contractor shall be permitted to utilize the procedures appearing in Article VI, Section 5 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, those wage and/or benefit increases shall be paid by the affected Contractor, 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 (½) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) 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 (½) 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 Saturday shall be observed on the preceding Friday. 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 local collective bargaining agreements.

ARTICLE XV

DRUG AND ALCOHOL POLICY

Section 1. Drug and Alcohol Policy. All parties understand and agree that a drug and alcohol policy, approved by the Council, 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, attached hereto as Appendix 2, is incorporated into and made part of this Agreement and is implemented for all Contractors and employees working on the Project.

ARTICLE XVI

NON-DISCRIMINATION

Section 1. Policy. It is the continuing policy of the Owner, 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. This Agreement 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 the Owner and all 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 Owner and the Council 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. The 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
CITY OF CANTON

William Bortas

Director of Public Service

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

Dave Kruen

APPROVED AS TO FORM

[Signature]
CITY OF CANTON
DIRECTOR OF LAW *JWB*

BRICKLAYERS LOCAL 6

By: _____

Name: _____

Title: _____

Date: _____

ELECTRICIANS LOCAL NO. 540

By: *Philip Williams*

Name: Philip D. Williams

Title: Bus. Mgr / FINANC Secy

Date: 7/29/14

GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92

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: _____

Name: _____

Title: _____

Date: _____

IRONWORKERS LOCAL NO. 550

By: W. U. S. J.

Name: William U. Sherer II

Title: Business Manager

Date: 7-21-14

LABORERS LOCAL NO. 1015

By: Curt Mayle

Name: Curt Mayle

Title: Business Mayle

Date: 7-18-14

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

By: _____

Name: _____

Title: _____

Date: _____

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: Tim Mazzotta

Name: TIM MAZZIOTTA

Title: B.M

Date: 7-21-14

**SHEET METAL WORKERS LOCAL
NO. 33**

By: _____

Name: _____

Title: _____

Date: _____

**SPRINKLER FITTERS LOCAL
NO. 669**

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1
LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE FRESHMARK SEWER RELOCATION PROJECT, CONTRACT NO. GP1113

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

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

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPENDIX 2
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY
SPECIFICATIONS

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

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

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

CONTRACTUAL REQUIREMENTS

All Contractors must have and enforce a written Substance Abuse Program incorporating the testing requirements, term, and conditions set forth in this specification. This specification is applicable to all employees, current and prospective, in order to be eligible to perform work at the Project. 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.

**GP 1113 – East Side Interceptor Sewer Relocation Project
The City of Canton Water Department**

Appendix C: Prevailing Wage Requirements and Rates

OVERVIEW

This project will utilize Ohio Prevailing Wage Rates. All contractors and subcontractors will be required to comply with all Prevailing Wage Requirements in the Ohio Revised Code. If you have questions regarding these requirements, please contact Robert Kersey, Prevailing Wage Coordinator at robert.kersey@cantonohio.gov or 330-438-4725. The documents outlined below are contained in the following pages and will be utilized to comply with these requirements.

DOCUMENTATION REQUIREMENTS

The successful bidder will be required to submit all required documentation and weekly payrolls per the requirements stipulated in Ohio Revised Code Chapter 4115 as work progresses to the City of Canton Prevailing Wage Coordinator.

PREVAILING WAGE AFFIDAVIT OF COMPLIANCE

This affidavit must be submitted to the Prevailing Wage Coordinator before the surety is released or final payment is made.

PREVAILING WAGE RATES

Attached are the State of Ohio Prevailing Wage Rates as of the posting date of this bid. Actual rates due to workers will be those in affect at the time of work.

GP 1113 – East Side Interceptor Sewer Relocation Project
The City of Canton Water Department

Weekly Payrolls

Each week as work progresses, the Contractor must submit to the Prevailing Wage Coordinator **original, certified, signed weekly payrolls** containing the following information:

- A) Name of each employee
- B) Last four (4) digits of employees' social security numbers
- B) Specific 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 hours worked for each week for each employee.
- E) Itemize 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."

**GP 1113 – East Side Interceptor Sewer Relocation Project
The City of Canton Water Department**

Prevailing Wage Affidavit of Compliance

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

Do hereby certify that the wages paid to all employees of _____
(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.

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.

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.

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 jurisdictional note) :

5 Journeymen to 1 Apprentice to 1 Helper

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

Change # : LCN02-2014fbLoc6

Craft : Bricklayer Effective Date : 05/28/2014 Last Posted : 05/28/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$26.66		\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$38.88	\$52.21
Pointer Caulker Cleaner	\$26.66		\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$38.88	\$52.21
Stone Mason	\$26.66		\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$38.88	\$52.21
Cement Mason	\$26.66		\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$38.88	\$52.21
Plaster	\$26.66		\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$38.88	\$52.21
Apprentice	Percent											
1st 4 months	50.00	\$13.33	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$25.55	\$32.21
2nd 4 months	55.00	\$14.66	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$26.88	\$34.21
3rd 4 months is 1st year	60.00	\$16.00	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$28.22	\$36.21
4th 4 months	65.02	\$17.33	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$29.55	\$38.22
5th 4 months	70.00	\$18.66	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$30.88	\$40.21
6th 4 months is 2nd year	75.00	\$20.00	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$32.21	\$42.21
24 through 36 months is 3rd year	80.00	\$21.33	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$33.55	\$44.21

36 through 48 months is 4th year	90.00	\$23.99	\$5.95	\$5.72	\$0.50	\$0.00	\$0.00	\$0.05	\$0.00	\$0.00	\$36.21	\$48.21

Special Calculation Note : OTHER IS DRUG TESTING

Ratio :

4 Journeymen to 1 Apprentice
9 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS

Special Jurisdictional Note :

Details :

7th 6 months	94.88	\$21.98	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$35.77	\$46.77
8th 6 months	94.88	\$21.98	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$35.77	\$46.77

Special Calculation Note : Other \$.40 is for International 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 :

Journeyman 4 to 1 Apprentice

Journeyman 6 to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Townships in Columbiana County are as follows: Salem, Perry, Fairfield, Center Elkrun, Middletown and Unity

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 # : LCN1-2014fbLoc6

Craft : Bricklayer Effective Date : 06/11/2014 Last Posted : 06/11/2014

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$24.13	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.46	\$46.53
Marble Mason	\$24.13	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.46	\$46.53
Terrazzo worker	\$24.13	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$34.46	\$46.53
Finisher Support	\$21.55	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$31.85	\$42.63
APPRENTICE Finisher Support Only											
1st 30 days	\$12.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.91	\$19.37
30 days ro 6 months	\$12.91	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.91	\$24.37
2ND 6 months	\$15.06	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$25.36	\$32.89
3RD 6 months	\$16.14	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$26.44	\$34.51
4TH 6 months	\$17.22	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$27.52	\$36.13
5TH 6 months	\$18.29	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$28.59	\$37.74
6TH 6 months	\$19.37	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$29.67	\$39.36
7TH 6 months	\$20.44	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$30.74	\$40.96
8TH 6 months	\$20.44	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.32	\$0.00	\$0.00	\$30.74	\$40.96
Apprentice	Percent										
1st 30 Days	60.00	\$14.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.48	\$21.72
31st day thru 1st 6 months	60.00	\$14.48	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.48	\$26.72
2nd 6 months	70.00	\$16.89	\$5.00	\$4.78	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$27.22	\$35.67
3rd 6 months	75.00	\$18.10	\$5.00	\$4.78	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$28.43	\$37.48
4th 6 months	80.00	\$19.30	\$5.00	\$4.78	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$29.63	\$39.29
5th 6 months	85.00	\$20.51	\$5.00	\$4.78	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$30.84	\$41.10
6th 6 months	90.00	\$21.72	\$5.00	\$4.78	\$0.20	\$0.00	\$0.35	\$0.00	\$0.00	\$32.05	\$42.91

7th 6 months	95.00	\$22.92	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$33.25	\$44.72
8th 4 months	95.00	\$22.92	\$5.00	\$4.78	\$0.20	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	\$33.25	\$44.72

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 (Thereafter)

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 :

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 :

Ratio :

3 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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

- ADAMS, ALLEN, ASHLAND, ASHTABULA,
- ATHENS, AUGLAIZE, BELMONT, BROWN,
- BUTLER, CARROLL, CHAMPAIGN, CLARK,
- CLERMONT, CLINTON, COLUMBIANA,
- COSHOCTON, CRAWFORD, CUYAHOGA,
- DARKE, DEFIANCE, DELAWARE, ERIE,
- FAIRFIELD, FAYETTE, FRANKLIN, FULTON,
- GALLIA, GEAUGA, GREENE, GUERNSEY,
- HAMILTON, HANCOCK, HARDIN, HARRISON,
- HENRY, HIGHLAND, HOCKING, HOLMES,
- HURON, JACKSON, JEFFERSON, KNOX,
- LAKE, LAWRENCE, LICKING, LOGAN,
- LORAIN, LUCAS, MADISON, MAHONING,

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

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

Details :

10/27/10 New Contract jc

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter NE Insulation C

Change # : LCN01-2014fbLocNEC

Craft : Carpenter Effective Date : 08/06/2014 Last Posted : 08/06/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	\$20.40		\$6.45	\$6.43	\$0.45	\$0.00	\$0.34	\$0.00	\$0.00	\$0.00	\$34.07	\$44.27
Apprentice	Percent											
1st 3 months	50.00	\$10.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.20	\$15.30
2nd 3 months	50.00	\$10.20	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.10	\$22.20
2nd 6 months	50.00	\$10.20	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.10	\$22.20
3rd 6 months	55.00	\$11.22	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.12	\$23.73
4th 6 months	60.00	\$12.24	\$6.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.14	\$25.26
5th 6 months	70.00	\$14.28	\$6.45	\$4.50	\$0.45	\$0.00	\$0.24	\$0.00	\$0.00	\$0.00	\$25.92	\$33.06
6th 6 months	75.00	\$15.30	\$6.45	\$4.82	\$0.45	\$0.00	\$0.26	\$0.00	\$0.00	\$0.00	\$27.28	\$34.93
7th 6 months	80.00	\$16.32	\$6.45	\$5.14	\$0.45	\$0.00	\$0.27	\$0.00	\$0.00	\$0.00	\$28.63	\$36.79
8th 6 months	85.00	\$17.34	\$6.45	\$5.47	\$0.45	\$0.00	\$0.29	\$0.00	\$0.00	\$0.00	\$30.00	\$38.67

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

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

2 Journeymen to 1 Apprentice

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

3 Journeymen to 1 Apprentice

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. Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pule butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

1 Installer to 1 Trainee or 1 Helper

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.

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

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.

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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 HvyHwy District II (A)

Change # : LCN01-2014fbHvyHwy

Craft : Cement Mason Effective Date : 05/21/2014 Last Posted : 05/21/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason (A)	\$26.73		\$6.94	\$5.50	\$0.55	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00	\$41.82	\$55.18
Apprentice	Percent											
1st Year	60.00	\$16.04	\$6.94	\$5.50	\$0.55	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00	\$31.13	\$39.15
2nd Year	75.00	\$20.05	\$6.94	\$5.50	\$0.55	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00	\$35.14	\$45.16
3rd Year	90.00	\$24.06	\$6.94	\$5.50	\$0.55	\$0.00	\$2.10	\$0.00	\$0.00	\$0.00	\$39.15	\$51.18

Special Calculation Note : Work performed in accordance with detail (B) please see Cement Mason HevHwy District 1 (B) wage sheet

Ratio :

2 Journeymen to 1 Apprentice
Company Wide

Jurisdiction (* denotes special jurisdictional note) :

BROWN, BUTLER, CLERMONT,
COLUMBIANA, DEFIANCE, ERIE, HAMILTON,
HIGHLAND, HURON, LORAIN, MAHONING,
MEDINA, OTTAWA, PAULDING, PORTAGE,
SANDUSKY, SENECA, STARK, SUMMIT,
TRUMBULL, WARREN, WILLIAMS

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.

(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: Cement Mason & Plasterer Local 109

Change # : LCN01-2012jcLoc109

Craft : Cement Effective Date : 01/19/2012 Last Posted : 01/19/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$27.04		\$6.05	\$4.00	\$0.00	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$40.59	\$54.11
Plasterer	\$27.18		\$6.25	\$4.00	\$0.35	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$41.03	\$54.62
Apprentice Cement Mason	Percent											
1st year	60.00	\$16.22	\$6.05	\$4.00	\$0.00	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$29.77	\$37.89
2nd year	75.00	\$20.28	\$6.05	\$4.00	\$0.00	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$33.83	\$43.97
3rd year	90.00	\$24.34	\$6.05	\$4.00	\$0.00	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$37.89	\$50.05
Plasterer Apprentice												
1st year	60.17	\$16.27	\$6.25	\$4.00	\$0.35	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$30.12	\$38.25
2nd year	70.25	\$19.00	\$6.25	\$4.00	\$0.35	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$32.85	\$42.34
3rd year	80.32	\$21.72	\$6.25	\$4.00	\$0.35	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$35.57	\$46.43
4th year	90.43	\$24.45	\$6.25	\$4.00	\$0.35	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$38.30	\$50.53

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

Ratio :

- 1 Journeymen to 1 Apprentice
- 5 Journeymen to 2 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

- CARROLL, HOLMES, MEDINA, PORTAGE,
- STARK, SUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Inside

Change # : LCN01-2014fbLoc540in

Craft : Electrical Effective Date : 12/29/2014 Last Posted : 11/19/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$29.96		\$5.70	\$8.00	\$0.90	\$2.25	\$3.00	\$0.95	\$0.00	\$0.00	\$50.76	\$65.74
Apprentice	Percent											
1st 1000 hrs	40.00	\$11.98	\$5.70	\$0.00	\$0.45	\$0.00	\$0.00	\$0.36	\$0.00	\$0.00	\$18.49	\$24.49
2nd 1000 hrs	45.00	\$13.48	\$5.70	\$0.00	\$0.48	\$0.00	\$0.00	\$0.40	\$0.00	\$0.00	\$20.06	\$26.80
3rd 1500 hrs	50.00	\$14.98	\$5.70	\$1.60	\$0.53	\$0.45	\$0.60	\$0.46	\$0.00	\$0.00	\$24.32	\$31.81
4th 1500 hrs	60.00	\$17.98	\$5.70	\$3.20	\$0.60	\$0.54	\$1.20	\$0.56	\$0.00	\$0.00	\$29.78	\$38.76
5th 1500 hrs	70.01	\$20.97	\$5.70	\$4.80	\$0.67	\$0.63	\$1.80	\$0.65	\$0.00	\$0.00	\$35.22	\$45.71
6th 1500 hrs	80.00	\$23.97	\$5.70	\$6.40	\$0.74	\$0.72	\$2.40	\$0.74	\$0.00	\$0.00	\$40.67	\$52.65

Special Calculation Note : OTHER = (NEBF) National Electrical Benefit Fund. Vacation contribution is equal to 7.5% of the gross weekly wages.

Ratio :

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

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

Jurisdiction (* denotes special jurisdictional note) :

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

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Inside Lt Commercial Northern

Change # : LCN01-2015fbLoc540in

Craft : Electrical Effective Date : 02/04/2015 Last Posted : 02/04/2015

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$29.96		\$5.70	\$8.00	\$0.90	\$2.25	\$3.00	\$0.97	\$0.00	\$0.00	\$50.78	\$65.76
CE-3 12,001-14,000 Hrs	\$23.48		\$5.01	\$0.00	\$0.74	\$0.00	\$0.70	\$0.70	\$0.00	\$0.10	\$30.73	\$42.47
CE-2 10,001-12,000 Hrs	\$18.45		\$5.01	\$0.00	\$0.74	\$0.00	\$0.55	\$0.55	\$0.00	\$0.10	\$25.40	\$34.62
CE-1 8,001-10,000 Hrs	\$16.77		\$5.01	\$0.00	\$0.74	\$0.00	\$0.50	\$0.50	\$0.00	\$0.10	\$23.62	\$32.00
CW-4 6,001-8,000 Hrs	\$15.09		\$5.01	\$0.00	\$0.74	\$0.00	\$0.45	\$0.45	\$0.00	\$0.10	\$21.84	\$29.38
CW-3 4,001-6,000 Hrs	\$13.42		\$5.01	\$0.00	\$0.74	\$0.00	\$0.40	\$0.40	\$0.00	\$0.10	\$20.07	\$26.78
CW-2 2,001-4,000 Hrs	\$11.74		\$5.01	\$0.00	\$0.74	\$0.00	\$0.35	\$0.35	\$0.00	\$0.10	\$18.29	\$24.16
CW-1 0-2,000 Hrs	\$11.74		\$5.01	\$0.00	\$0.74	\$0.00	\$0.35	\$0.35	\$0.00	\$0.10	\$18.29	\$24.16
Apprentice	Percent											
1st 1000 hrs	40.00	\$11.98	\$5.70	\$0.00	\$0.45	\$0.00	\$0.00	\$0.36	\$0.00	\$0.00	\$18.49	\$24.49
2nd 1000 hrs	45.00	\$13.48	\$5.70	\$0.00	\$0.48	\$0.00	\$0.00	\$0.40	\$0.00	\$0.00	\$20.06	\$26.80
3rd 1500 hrs	50.00	\$14.98	\$5.70	\$1.60	\$0.53	\$0.45	\$0.00	\$0.46	\$0.00	\$0.00	\$23.72	\$31.21
4th 1500 hrs	60.00	\$17.98	\$5.70	\$3.20	\$0.60	\$0.54	\$1.20	\$0.56	\$0.00	\$0.00	\$29.78	\$38.76
5th 1500 hrs	70.00	\$20.97	\$5.70	\$4.80	\$0.67	\$0.63	\$1.80	\$0.65	\$0.00	\$0.00	\$35.22	\$45.71
6th 1500 hrs	80.00	\$23.97	\$5.70	\$6.40	\$0.74	\$0.72	\$2.40	\$0.74	\$0.00	\$0.00	\$40.67	\$52.65

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

** 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.

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2015fbLoc7

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$39.19	\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Certified Lineman Welder	\$39.19	\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Certified Cable Splicer	\$39.19	\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28
Operator A	\$31.27	\$5.00	\$0.94	\$0.31	\$0.00	\$6.88	\$0.30	\$0.00	\$0.00	\$44.70	\$60.34
Operator B	\$28.31	\$5.00	\$0.85	\$0.28	\$0.00	\$6.23	\$0.30	\$0.00	\$0.00	\$40.97	\$55.13
Operator C	\$25.34	\$5.00	\$0.76	\$0.25	\$0.00	\$5.57	\$0.30	\$0.00	\$0.00	\$37.22	\$49.89
Groundman 0-12 months Exp	\$19.60	\$5.00	\$0.59	\$0.20	\$0.00	\$4.31	\$0.30	\$0.00	\$0.00	\$30.00	\$39.80
Groundman 0-12 months Exp w/CDL	\$21.55	\$5.00	\$0.65	\$0.22	\$0.00	\$4.74	\$0.30	\$0.00	\$0.00	\$32.46	\$43.24
Groundman 1 yr or more	\$21.55	\$5.00	\$0.65	\$0.22	\$0.00	\$4.74	\$0.30	\$0.00	\$0.00	\$32.46	\$43.24
Groundman 1 yr or more w/CDL	\$25.47	\$5.00	\$0.76	\$0.25	\$0.00	\$5.50	\$0.30	\$0.00	\$0.00	\$37.28	\$50.01
Equipment Mechanic A	\$31.27	\$5.00	\$0.94	\$0.31	\$0.00	\$6.88	\$0.30	\$0.00	\$0.00	\$44.70	\$60.34
Equipment Mechanic B	\$28.31	\$5.00	\$0.85	\$0.28	\$0.00	\$6.23	\$0.30	\$0.00	\$0.00	\$40.97	\$55.13

Equipment Mechanic C	\$25.34	\$5.00	\$0.76	\$0.25	\$0.00	\$5.57	\$0.30	\$0.00	\$0.00	\$37.22	\$49.89	
X-Ray Technician	\$39.19	\$5.00	\$1.18	\$0.39	\$0.00	\$8.62	\$0.30	\$0.00	\$0.00	\$54.68	\$74.28	
Apprentice	Percent											
1st 1000 hrs	60.00	\$23.51	\$5.00	\$0.71	\$0.24	\$0.00	\$5.17	\$0.30	\$0.00	\$0.00	\$34.93	\$46.69
2nd 1000 hrs	65.00	\$25.47	\$5.00	\$0.76	\$0.25	\$0.00	\$5.60	\$0.30	\$0.00	\$0.00	\$37.38	\$50.12
3rd 1000 hrs	70.00	\$27.43	\$5.00	\$0.82	\$0.27	\$0.00	\$6.03	\$0.30	\$0.00	\$0.00	\$39.85	\$53.57
4th 1000 hrs	75.00	\$29.39	\$5.00	\$0.88	\$0.29	\$0.00	\$6.47	\$0.30	\$0.00	\$0.00	\$42.33	\$57.03
5th 1000 hrs	80.00	\$31.35	\$5.00	\$0.94	\$0.31	\$0.00	\$6.90	\$0.30	\$0.00	\$0.00	\$44.80	\$60.48
6th 1000 hrs	85.00	\$33.31	\$5.00	\$1.00	\$0.33	\$0.00	\$7.33	\$0.30	\$0.00	\$0.00	\$47.27	\$63.93
7th 1000 hrs	90.00	\$35.27	\$5.00	\$1.06	\$0.35	\$0.00	\$7.76	\$0.30	\$0.00	\$0.00	\$49.74	\$67.38

Special Calculation Note : Other is Health Retirement Account

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

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

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

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

Ratio : 1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ASHLAND, ASHTABULA, ATHENS,
 AUGLAIZE, BELMONT, BROWN, BUTLER,
 CARROLL, CHAMPAIGN, CLARK,
 CLERMONT, CLINTON, COLUMBIANA,
 COSHOCTON, CRAWFORD, CUYAHOGA,
 DARKE, DELAWARE, FAIRFIELD, FAYETTE,

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate

Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2015fbLoc7

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$37.17	\$5.00	\$1.12	\$0.37	\$0.00	\$8.18	\$0.30	\$0.00	\$0.00	\$52.14	\$70.72
Substation Technician	\$37.17	\$5.00	\$1.12	\$0.37	\$0.00	\$8.18	\$0.30	\$0.00	\$0.00	\$52.14	\$70.72
Cable Splicer	\$38.89	\$5.00	\$1.17	\$0.39	\$0.00	\$8.56	\$0.30	\$0.00	\$0.00	\$54.31	\$73.75
Operator A	\$33.42	\$5.00	\$1.00	\$0.33	\$0.00	\$7.35	\$0.30	\$0.00	\$0.00	\$47.40	\$64.11
Operator B	\$29.65	\$5.00	\$0.89	\$0.30	\$0.00	\$6.52	\$0.30	\$0.00	\$0.00	\$42.66	\$57.48
Operator C	\$24.01	\$5.00	\$0.72	\$0.24	\$0.00	\$5.28	\$0.30	\$0.00	\$0.00	\$35.55	\$47.56
Groundman 0-12 months Exp	\$18.59	\$5.00	\$0.56	\$0.19	\$0.00	\$4.09	\$0.30	\$0.00	\$0.00	\$28.73	\$38.02
Groundman 0-12 months Exp w/CDL	\$20.44	\$5.00	\$0.61	\$0.20	\$0.00	\$4.50	\$0.30	\$0.00	\$0.00	\$31.05	\$41.27
Groundman 1 yr or more	\$20.44	\$5.00	\$0.61	\$0.20	\$0.00	\$4.50	\$0.30	\$0.00	\$0.00	\$31.05	\$41.27
Groundman 1 yr or more w/CDL	\$24.16	\$5.00	\$0.72	\$0.24	\$0.00	\$5.32	\$0.30	\$0.00	\$0.00	\$35.74	\$47.82
Equipment Mechanic A	\$29.65	\$5.00	\$0.89	\$0.30	\$0.00	\$6.52	\$0.30	\$0.00	\$0.00	\$42.66	\$57.48
Equipment Mechanic B	\$26.84	\$5.00	\$0.81	\$0.27	\$0.00	\$5.90	\$0.30	\$0.00	\$0.00	\$39.12	\$52.54

Equipment Mechanic C	\$24.01	\$5.00	\$0.72	\$0.24	\$0.00	\$5.28	\$0.30	\$0.00	\$0.00	\$35.55	\$47.56	
Line Truck w/uuger	\$26.45	\$5.00	\$0.79	\$0.26	\$0.00	\$5.82	\$0.30	\$0.00	\$0.00	\$38.62	\$51.84	
Apprentice	Percent											
1st 1000 hrs	60.00	\$22.30	\$5.00	\$0.67	\$0.22	\$0.00	\$4.91	\$0.30	\$0.00	\$0.00	\$33.40	\$44.55
2nd 1000 hrs	65.00	\$24.16	\$5.00	\$0.72	\$0.24	\$0.00	\$5.32	\$0.30	\$0.00	\$0.00	\$35.74	\$47.82
3rd 1000 hrs	70.00	\$26.02	\$5.00	\$0.78	\$0.26	\$0.00	\$5.72	\$0.30	\$0.00	\$0.00	\$38.08	\$51.09
4th 1000 hrs	75.00	\$27.88	\$5.00	\$0.84	\$0.28	\$0.00	\$6.13	\$0.30	\$0.00	\$0.00	\$40.43	\$54.37
5th 1000 hrs	80.00	\$29.74	\$5.00	\$0.89	\$0.30	\$0.00	\$6.54	\$0.30	\$0.00	\$0.00	\$42.77	\$57.63
6th 1000 hrs	85.00	\$31.59	\$5.00	\$0.95	\$0.33	\$0.00	\$6.95	\$0.30	\$0.00	\$0.00	\$45.12	\$60.92
7th 1000 hrs	90.00	\$33.45	\$5.00	\$1.00	\$0.33	\$0.00	\$7.36	\$0.30	\$0.00	\$0.00	\$47.44	\$64.17

Special Calculation Note : Other is Health Retirement Account

Operator "A"

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

Operator "B"

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

Operator "C"

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

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

MAHONING, MARION, MEDINA, MEIGS,
MERCER, MIAMI, MONROE, MONTGOMERY,
MORGAN, MORROW, MUSKINGUM, NOBLE,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
RICHLAND, ROSS, SCIOTO, SHELBY, STARK,
SUMMIT, TRUMBULL, TUSCARAWAS,
UNION, VINTON, WARREN, WASHINGTON,
WAYNE

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2015fbLoc71CentralOhio

Craft : Lineman Effective Date : 03/11/2015 Last Posted : 03/11/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$35.02	\$5.00	\$1.05	\$0.35	\$0.00	\$6.30	\$0.06	\$0.00	\$0.00	\$47.78	\$65.29
Traffic Signal & Lighting Journeyman	\$33.72	\$5.00	\$1.01	\$0.34	\$0.00	\$6.07	\$0.06	\$0.00	\$0.00	\$46.20	\$63.06
Equipment Operator	\$31.52	\$5.00	\$0.95	\$0.32	\$0.00	\$5.67	\$0.06	\$0.00	\$0.00	\$43.52	\$59.28
Groundman 0-12 months	\$19.26	\$5.00	\$0.58	\$0.19	\$0.00	\$3.47	\$0.06	\$0.00	\$0.00	\$28.56	\$38.19
Groundman 1 year plus	\$22.76	\$5.00	\$0.68	\$0.23	\$0.00	\$4.10	\$0.06	\$0.00	\$0.00	\$32.83	\$44.21
Traffic Signal Apprentices											
1st 1,000 hours	\$20.23	\$5.00	\$0.61	\$0.20	\$0.00	\$3.64	\$0.06	\$0.00	\$0.00	\$29.74	\$39.86
2nd 1,000 hours	\$21.92	\$5.00	\$0.66	\$0.22	\$0.00	\$3.95	\$0.06	\$0.00	\$0.00	\$31.81	\$42.77
3rd 1,000 hours	\$23.60	\$5.00	\$0.71	\$0.24	\$0.00	\$4.25	\$0.06	\$0.00	\$0.00	\$33.86	\$45.66
4th 1,000 hours	\$25.29	\$5.00	\$0.76	\$0.25	\$0.00	\$4.55	\$0.06	\$0.00	\$0.00	\$35.91	\$48.56
5th 1,000 hours	\$26.98	\$5.00	\$0.81	\$0.27	\$0.00	\$4.86	\$0.06	\$0.00	\$0.00	\$37.98	\$51.47
6th 1,000 hours	\$30.35	\$5.00	\$0.91	\$0.30	\$0.00	\$5.46	\$0.06	\$0.00	\$0.00	\$42.08	\$57.26
Apprentice Lineman	Percent										

1st 1,000 Hours	60.00	\$21.01	\$5.00	\$0.63	\$0.21	\$0.00	\$3.78	\$0.06	\$0.00	\$0.00	\$30.69	\$41.20
2nd 1,000 Hours	65.00	\$22.76	\$5.00	\$0.68	\$0.23	\$0.00	\$4.10	\$0.06	\$0.00	\$0.00	\$32.83	\$44.21
3rd 1,000 Hours	70.00	\$24.51	\$5.00	\$0.74	\$0.25	\$0.00	\$4.41	\$0.06	\$0.00	\$0.00	\$34.97	\$47.23
4th 1,000 Hours	75.00	\$26.26	\$5.00	\$0.79	\$0.26	\$0.00	\$4.73	\$0.06	\$0.00	\$0.00	\$37.11	\$50.24
5th 1,000 Hours	80.00	\$28.02	\$5.00	\$0.84	\$0.28	\$0.00	\$5.04	\$0.06	\$0.00	\$0.00	\$39.24	\$53.24
6th 1,000 Hours	85.00	\$29.77	\$5.00	\$0.89	\$0.30	\$0.00	\$5.36	\$0.06	\$0.00	\$0.00	\$41.38	\$56.26
7th 1,000 Hours	90.00	\$31.52	\$5.00	\$0.95	\$0.32	\$0.00	\$5.67	\$0.06	\$0.00	\$0.00	\$43.52	\$59.28

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.

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

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

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 # : LCN01-2014fbLoc1162

Craft : Glazier Effective Date : 05/01/2014 Last Posted : 04/30/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$23.49		\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$35.59	\$47.34
Apprentice	Percent											
1st 6 months	49.28	\$11.58	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$23.68	\$29.46
2nd 6 months	54.23	\$12.74	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$24.84	\$31.21
3rd 6 months	59.18	\$13.90	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$26.00	\$32.95
4th 6 months	64.05	\$15.05	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$27.15	\$34.67
5th 6 months	69.00	\$16.21	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$28.31	\$36.41
6th 6 months	73.95	\$17.37	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$29.47	\$38.16
7th 6 months	78.88	\$18.53	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$30.63	\$39.89
8th 6 months	88.73	\$20.84	\$6.48	\$5.07	\$0.30	\$0.00	\$0.00	\$0.25	\$0.00	\$0.00	\$32.94	\$43.36

Special Calculation Note : OTHER IS : Supplemental Unemployment Benefits

Ratio :
 1 Journeyman to 1 Apprentice
 3 Journeymen to 1 Apprentice Thereafter

Jurisdiction (* denotes special jurisdictional note) :
 CARROLL, COSHOCTON, HOLMES, MEDINA,
 PORTAGE, STARK, SUMMIT, TUSCARAWAS,
 WAYNE

Special Jurisdictional Note :

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 .

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 550

Change # : LCN01-2014fbLoc550

Craft : Ironworker Effective Date : 05/01/2014 Last Posted : 04/16/2014

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$25.82		\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$43.91	\$56.82
Apprentice	Percent											
1st 6 months	60.00	\$15.49	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$33.58	\$41.33
2nd 6 months	65.00	\$16.78	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$34.87	\$43.26
3rd 6 months	70.00	\$18.07	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$36.16	\$45.20
4th 6 months	75.00	\$19.37	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$37.46	\$47.14
5th 6 months	80.00	\$20.66	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$38.75	\$49.07
6th 6 months	85.00	\$21.95	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$40.04	\$51.01
7th 6 months	90.00	\$23.24	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$41.33	\$52.95
8th 6 months	95.00	\$24.53	\$5.43	\$8.17	\$0.66	\$0.00	\$2.73	\$1.10	\$0.00	\$0.00	\$42.62	\$54.88

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :
 ASHLAND, CARROLL, COLUMBIANA*,
 COSHOCTON, HOLMES*, HURON,
 MAHONING*, MEDINA*, PORTAGE*

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.

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 550 Glass & Curtain Wall

Change # : LCN01-2014fbLoc550

Craft : Ironworker Effective Date : 07/01/2014 Last Posted : 06/25/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Ironworker Glass & Curtain Wall	\$22.00		\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$35.72	\$46.72
Apprentice	Percent											
1st 6 months	60.00	\$13.20	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$26.92	\$33.52
2nd 6 months	65.00	\$14.30	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$28.02	\$35.17
3rd 6 months	70.00	\$15.40	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$29.12	\$36.82
4th 6 months	75.00	\$16.50	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$30.22	\$38.47
5th 6 months	80.00	\$17.60	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$31.32	\$40.12
6th 6 months	85.00	\$18.70	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$32.42	\$41.77
7th 6 months	90.00	\$19.80	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$33.52	\$43.42
8th 6 months	95.00	\$20.90	\$5.43	\$0.00	\$0.64	\$0.00	\$7.05	\$0.60	\$0.00	\$0.00	\$34.62	\$45.07

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

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

1 Apprentice to 1 Journeymen

ASHLAND, CARROLL, COLUMBIANA*,
COSHOCKTON, 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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 2

Change # : LCN01-2014fbLaborHwy2

Craft : Laborer Group 1 Effective Date : 05/01/2014 Last Posted : 04/30/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Laborer Group 1	\$28.15		\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.05	\$52.12
Group 2	\$28.32		\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.22	\$52.38
Group 3	\$28.65		\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.55	\$52.87
Group 4	\$29.10		\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.00	\$53.55
Watch Person	\$20.45		\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.35	\$40.57
Apprentice	Percent											
0-1000 hrs	60.00	\$16.89	\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$26.79	\$35.23
1001-2000 hrs	70.02	\$19.71	\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$29.61	\$39.47
2001-3000 hrs	80.00	\$22.52	\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.42	\$43.68
3001-4000 hrs	90.00	\$25.33	\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.24	\$47.90
More Than 4000 hrs	100.00	\$28.15	\$6.40	\$3.00	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.05	\$52.12

Special Calculation Note : Watchman has no Apprentices

Ratio :
 1 Journeymen to 1 Apprentice
 4 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
 ASHTABULA, ERIE, HURON, LORAIN,
 LUCAS, MAHONING, MEDINA, OTTAWA,
 PORTAGE, SANDUSKY, STARK, SUMMIT,
 TRUMBULL, WOOD

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

Details :

Group 1

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

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), Yarner, 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, Gunite Nozzle Person

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2014jcLoc18zone3

Craft : Operating Engineer Effective Date : 05/07/2014 Last Posted : 05/07/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Classification											
Operator Class 1	\$32.24	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.14	\$62.26
Class 2	\$32.12	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.02	\$62.08
Class 3	\$31.08	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$44.98	\$60.52
Class 4	\$29.90	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$43.80	\$58.75
Class 5	\$24.44	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$38.34	\$50.56
Class 6	\$32.49	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.39	\$62.64
Class 7	\$32.74	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.64	\$63.01
Class 8	\$33.24	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$47.14	\$63.76
Class 9	\$33.49	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$47.39	\$64.13
Apprentice	Percent										
1st Year	50.00	\$16.12	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$30.02	\$38.08
2nd Year	60.00	\$19.34	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$33.24	\$42.92
3rd Year	70.00	\$22.57	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$36.47	\$47.75
4th Year	80.00	\$25.79	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$39.69	\$52.59
Field Mechanic Trainee											
1st Year	50.00	\$16.12	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$30.02	\$38.08
2nd Year	60.00	\$19.34	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$33.24	\$42.92
3rd Year	70.00	\$22.57	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$36.47	\$47.75
4th Year	80.00	\$25.79	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$39.69	\$52.59

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

For every (3) Operating Engineer Journeymen employed by the company ,there may be employed (1) Registered Apprentice. An apprenice, 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.

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; Gunite 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 # : LCN01-2014fbLoc18hevhwylI

Craft : Operating Engineer Effective Date : 05/21/2014 Last Posted : 05/21/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$32.44		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.34	\$62.56
Class 2	\$32.32		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.22	\$62.38
Class 3	\$31.28		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$45.18	\$60.82
Class 4	\$30.10		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$44.00	\$59.05
Class 5	\$24.64		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$38.54	\$50.86
Class 6	\$32.69		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.59	\$62.93
Class 7	\$32.69		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.59	\$62.93
Class 8	\$32.94		\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$46.84	\$63.31
Great Lakes Floating Agreement												
Class 1	\$39.70		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$53.25	\$73.10
Class 2A	\$38.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 2B	\$38.20		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$51.75	\$70.85
Class 3	\$34.00		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$47.55	\$64.55
Class 4	\$28.30		\$6.91	\$6.00	\$0.60	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$41.85	\$56.00
Apprentice	Percent											
1st Year	50.00	\$16.22	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$30.12	\$38.23
2nd Year	60.00	\$19.46	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$33.36	\$43.10
3rd Year	70.00	\$22.71	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$36.61	\$47.96
4th Year	80.00	\$25.95	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.85	\$52.83
Field Mech Trainee Class 2												
1st year	49.80	\$16.16	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$30.06	\$38.13
2nd year	59.78	\$19.39	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$33.29	\$42.99

3rd year	69.73	\$22.62	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$36.52	\$47.83
4th year	79.73	\$25.86	\$7.16	\$6.00	\$0.67	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.76	\$52.70

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.

Class 4 - 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, 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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 603

Change # : LCN01-2012fbLoc603Com.

Craft : Painter Effective Date : 06/12/2012 Last Posted : 06/06/2012

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$19.70		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$30.70	\$40.55
Wallcovering Installer	\$19.80		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$30.80	\$40.70
Spray Gun Operator	\$20.20		\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$31.20	\$41.30
Apprentice	Percent											
1st 6 months	45.00	\$8.87	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$19.87	\$24.30
2nd 6 months	50.00	\$9.85	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$20.85	\$25.77
3rd 6 months	55.00	\$10.84	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$21.83	\$27.25
4th 6 months	60.00	\$11.82	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$22.82	\$28.73
5th 6 months	65.00	\$12.81	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$23.80	\$30.21
6th 6 months	70.00	\$13.79	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$24.79	\$31.69
7th 6 months	75.00	\$14.77	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$25.77	\$33.16
8th 6 months	80.00	\$15.76	\$4.96	\$5.40	\$0.19	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$26.76	\$34.64

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

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS, WAYNE

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.

1 Journeymen to 1 Apprentice

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.

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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 (Cleveland Area) Sign

Change # : CN01-2006Loc639Cleve

Craft : Painter Effective Date : 01/03/2006 Last Posted : 01/03/2006

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Sign	\$20.20		\$3.13	\$3.25	\$0.20	\$1.96	\$0.00	\$0.00			\$28.74	\$38.84
Apprentice	Percent											
1000 hrs	40.00	\$8.08	\$3.13	\$3.25	\$0.20	\$1.07	\$0.00	\$0.00			\$15.73	\$19.77
2000 hrs	50.00	\$10.10	\$3.13	\$3.25	\$0.20	\$1.22	\$0.00	\$0.00			\$17.90	\$22.95
3000 hrs	60.00	\$12.12	\$3.13	\$3.25	\$0.20	\$1.37	\$0.00	\$0.00			\$20.07	\$26.13
4000 hrs	70.00	\$14.14	\$3.13	\$3.25	\$0.20	\$1.51	\$0.00	\$0.00			\$22.23	\$29.30
5000 hrs	75.00	\$15.15	\$3.13	\$3.25	\$0.20	\$1.59	\$0.00	\$0.00			\$23.32	\$30.89
6000 hrs	80.00	\$16.16	\$3.13	\$3.25	\$0.20	\$1.66	\$0.00	\$0.00			\$24.40	\$32.48
7000 hrs	85.00	\$17.17	\$3.13	\$3.25	\$0.20	\$1.74	\$0.00	\$0.00			\$25.49	\$34.07
8000 hrs	90.00	\$18.18	\$3.13	\$3.25	\$0.20	\$1.81	\$0.00	\$0.00			\$26.57	\$35.66

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
 ALLEN, ASHLAND, ASHTABULA, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEauga, GUERNSEY, HANCOCK, HARDIN, HARRISON, HENRY, HOLMES, 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 :

3 Journeymen to 1 Apprentice

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

Change # : LCN01-2014fbLoc94

Craft : Plumber/Pipefitter Effective Date : 08/06/2014 Last Posted : 08/06/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Plumber Pipefitter	\$33.28		\$6.78	\$4.64	\$0.62	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$49.22	\$65.86
Apprentice	Percent											
1st 6 months	40.00	\$13.31	\$6.78	\$0.00	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$22.37	\$29.03
2nd 6 months	45.00	\$14.98	\$6.78	\$0.00	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$24.04	\$31.52
3rd 6 months	50.00	\$16.64	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$26.20	\$34.52
4th 6 months	55.00	\$18.30	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$27.86	\$37.02
5th 6 months	60.00	\$19.97	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$29.53	\$39.51
6th 6 months	65.00	\$21.63	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$31.19	\$42.01
7th 6 months	75.00	\$24.96	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$34.52	\$47.00
8th 6 months	80.00	\$26.62	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$36.18	\$49.50
9th 6 months	85.00	\$28.29	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$37.85	\$51.99
10th 6 months	90.00	\$29.95	\$6.78	\$0.50	\$0.62	\$0.00	\$1.66	\$0.00	\$0.00	\$0.00	\$39.51	\$54.49

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

Ratio :

1 Journeymen to 2 Apprentice

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 # : LCN01-2014fbLoc88

Craft : Roofer Effective Date : 06/04/2014 Last Posted : 06/04/2014

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Roofer	\$24.30	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$38.71	\$50.86
HELPERS											
1st year Helper - 500 1st 6 months	\$10.00	\$2.25	\$0.00	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$12.49	\$17.49
1st year Helper - 500 w/12 months	\$12.15	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$26.56	\$32.64
2nd year Helper - w/12 months	\$13.61	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.02	\$34.82
3rd year Helper - w/12 months	\$15.07	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$29.48	\$37.01
4th year Helper - w/12 months	\$16.52	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$30.93	\$39.19
5th year Helper - w/12 months	\$17.88	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$32.29	\$41.23
6th year Helper	\$19.44	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$33.85	\$43.57
Apprentice	Percent										

1st 6 months w/500 hrs	50.00	\$12.15	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$26.56	\$32.64
2nd 6 months w/500 hrs	56.00	\$13.61	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$28.02	\$34.82
3rd 6 months w/500 hrs	62.00	\$15.07	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$29.48	\$37.01
4th 6 months w/500 hrs	68.00	\$16.52	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$30.93	\$39.20
5th 6 months w/500 hrs	74.00	\$17.98	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$32.39	\$41.38
6th 6 months w/500 hrs	80.00	\$19.44	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$33.85	\$43.57
7th 6 months w/500 hrs	86.00	\$20.90	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$35.31	\$45.76
8th 6 months w/500 hrs	92.00	\$22.36	\$8.10	\$6.07	\$0.12	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$36.77	\$47.94

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron)

Change # : LCN01-2014fbLoc33Akron

Craft : Sheet Metal Worker Effective Date : 06/04/2014 Last Posted : 06/04/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$29.57		\$6.86	\$11.48	\$1.15	\$0.00	\$3.30	\$0.00	\$0.00	\$0.00	\$52.36	\$67.15
1st year	45.00	\$13.31	\$6.86	\$2.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.01	\$29.66
2nd year	50.00	\$14.79	\$6.86	\$3.91	\$1.15	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$28.35	\$35.75
3rd year	55.00	\$16.26	\$6.86	\$4.23	\$1.15	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$30.15	\$38.29
4th year	65.00	\$19.22	\$6.86	\$4.86	\$1.15	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$33.74	\$43.35
5th year	80.00	\$23.66	\$6.86	\$5.80	\$1.15	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$39.12	\$50.94

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

Ratio :

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 1 Apprentice
- 3 Journeymen to 2 Apprentice
- 4 Journeymen to 2 Apprentice
- 5-7 Journeymen to 3 Apprentice
- 8-10 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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: Sheet Metal Local 33 (Akron) Decking

Change # : CN01-2009Loc33(Akron)Deck

Craft : Sheet Metal Worker Effective Date : 09/24/2009 Last Posted : 09/24/2009

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker Decking & Siding	\$20.06		\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$34.08	\$44.11
Decking & Siding Specialty Trainees	Percent											
1st 30 days	64.25	\$12.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$12.89	\$19.33
2nd thru 6th months	64.25	\$12.89	\$6.31	\$6.35	\$0.00	\$0.00	\$0.00	\$0.00			\$25.55	\$31.99
7th thru 12th months	64.28	\$12.89	\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$26.91	\$33.36
2nd year	78.56	\$15.76	\$6.31	\$6.35	\$0.38	\$0.00	\$0.00	\$0.98			\$29.78	\$37.66

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN02-2014fbLoc669

Craft : Sprinkler Fitter Effective Date : 09/10/2014 Last Posted : 09/10/2014

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Sprinkler Fitter	\$33.17		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$52.61	\$69.20
Indentured prior to April 2010												
45%	\$14.93		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$23.08	\$30.54
50%	\$16.59		\$7.45	\$0.00	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$24.74	\$33.04
55%	\$18.24		\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$33.21	\$42.33
60%	\$19.90		\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.87	\$44.82
65%	\$21.56		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$41.00	\$51.78
70%	\$23.22		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$42.66	\$54.27
75%	\$24.88		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$44.32	\$56.76
80%	\$26.54		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$45.98	\$59.25
85%	\$28.19		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$47.63	\$61.73
90%	\$29.85		\$8.52	\$5.75	\$0.45	\$0.00	\$4.72	\$0.00	\$0.00	\$0.00	\$49.29	\$64.21
Apprentice Indentured on or after April 2010	Percent											
CLASS 1	45.00	\$14.93	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.83	\$30.29
CLASS 2	50.00	\$16.58	\$7.45	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.48	\$32.78
CLASS 3	55.00	\$18.24	\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$33.21	\$42.34
CLASS 4	60.00	\$19.90	\$8.52	\$5.75	\$0.45	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.87	\$44.82
CLASS 5	65.00	\$21.56	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$36.78	\$47.56
CLASS 6	70.00	\$23.22	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$38.44	\$50.05
CLASS 7	75.00	\$24.88	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.10	\$52.54
CLASS 8	80.00	\$26.54	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.76	\$55.02
CLASS 9	85.00	\$28.19	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$43.41	\$57.51

CLASS 10	90.00	\$29.85	\$8.52	\$5.75	\$0.45	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.07	\$60.00
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Special Calculation Note : 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.

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.

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: Well Drillers* Local 18 (Page 1)

Change # : CR030002Loc18

Craft : Well Driller Effective Date : 01/01/2003 Last Posted : 02/13/2002

	BHR	Fringe Benefit Payments						Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other		
Classification									
Well Driller-Collector Well Driller/micro tunnel 1ST 12mo worked	\$19.98	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$26.12	\$36.11
Collector Well Driller/micro tunnel 2ND 12mo worked	\$22.55	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$28.69	\$39.97
Assistant Collector Well Driller 1ST 12 mo	\$17.53	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$23.67	\$32.44
Assistant Collector Well Driller after 12mo active work	\$19.81	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$25.95	\$35.86
Trainee 1ST year	\$12.40	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$18.54	\$24.74
Trainee 2 ND year after 12 months active work	\$14.12	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$20.26	\$27.32
Trainee 3RD year after 24 months active work	\$15.32	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$21.46	\$29.12
Pump Installer/Well Driller 1ST 12 months	\$15.44	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$21.58	\$29.30
Pump Installer/Well Driller 2ND 12 months	\$17.50	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$23.64	\$32.39
Semi Truck Driver/Mechanic 1st 12 months	\$13.05	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$19.19	\$25.72
Semi Truck Driver/Mechanc 2ND 12mo	\$14.75	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$20.89	\$28.27

Ratio :

Jurisdiction :

ADAMS, ALLEN, ASHLAND, ASHTABULA,
ATHENS, AUGLAIZE, BELMONT, BROWN,
BUTLER, CARROLL, CHAMPAIGN, CLARK,
CLERMONT, CLINTON, 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,
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,
TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Well Drillers* Local 18 (Page 2)

Change # : CR030002Loc18

Craft : Well Driller Effective Date : 01/01/2003 Last Posted : 02/13/2002

Classification	Fringe Benefit Payments							Total PWR	Overtime Rate
	BHR	H&W	Pension	App Tr.	Vac.	Annuity	Other		
Well Driller-Pump Installer/Well Driller Helper 1ST (12) months	\$11.45	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$17.59	\$23.32
Well Driller Helper- After (12) months active work	\$13.15	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$19.29	\$25.87
Driller Helper Trainee 1ST (12)months active work	\$9.95	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$16.09	\$21.07
Driller Helper - After (12) months active work	\$11.55	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$17.69	\$23.47
Shop /Yard Employee 1ST (12)months	\$8.95	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$15.09	\$19.57
Shop/Yard employee -After (12)months active work	\$10.55	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$16.69	\$21.97
Welder/ Fabricator first (12)months active work	\$12.39	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$18.53	\$24.73
Welder/ Fabricator-After (12)months active work	\$13.65	\$2.99	\$2.40	\$0.00	\$0.29	\$0.00	\$0.46	\$19.79	\$26.62

Ratio :**Jurisdiction :**

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, 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, 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, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Details :

Well Drillers and/or his assistants may perform all of the labor relative to the construction, finishing & servicing of wells, pumps & borings & formation analysis for ground water supply & recharge & micro tunneling operations. Well drilling & micro tunneling operations, entailing as they do many diverse job operations, calling for drilling, welding, pump discharge piping and the operation general clean-up & housekeeping of the various different types of related power equipment shall be properly within the job duties & functions of the well driller & or his assistants.

When working on projects requiring Level A, B, C-HazMat protection, the men engaged in the work wearing the Level A, B & C protection shall receive an additional (\$1.00) for level A* (\$.75) for Level B* and (.50) for Level C* per hour.

Appendix D



John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director
December 09, 2014

Re: Canton
Stark County
Application No. 1002542
Application for East Side Interceptor Sewer
Relocation G.P. #1113 - Sanitary Sewer Extension
Plans Received on October 06, 2014
Revised Plans Received November 19, 2014
From: CTI Engineers, Inc.
CERTIFIED MAIL

City of Canton
Attn: Daniel J. Moeglin, P.E., S.I., City Engineer
2436 30th St NE
Canton, OH 44705

Ladies and Gentlemen:

Enclosed is an approved Ohio EPA Permit to Install. This permit contains several conditions and restrictions, I urge you to read it carefully. A general condition of your permit states that issuance of the permit does not relieve you of the duty of complying with all applicable federal, state, and local laws, ordinances, and regulations. You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Ohio Treasurer Josh Mandel", which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address: Environmental Review Appeals Commission, 77 South High Street, 17th Floor, Columbus, OH 43215. If you have any questions, please contact the Ohio EPA District Office.

Ohio EPA has developed a customer service survey to get feedback from regulated entities that have contacted Ohio EPA for regulatory assistance, or worked with the Agency to obtain a permit, license or other authorization. Ohio EPA's goal is to provide our customers with the best possible customer service, and your feedback is important to us in meeting this goal. Please take a few minutes to complete this survey and share your experience with us at <http://www.surveymonkey.com/s/ohioepacustomersurvey>. If you have any questions, please contact the Ohio EPA district office to which you submitted your application.

Sincerely,

A handwritten signature in black ink that reads "Ed Swindall". The signature is written in a cursive style.

Ed Swindall, Supervisor
Permit Processing Unit, Division of Surface Water

ES/bd
Enclosure

cc: Northeast District Office
CTI Engineers, Inc.

Appendix D

Ohio Environmental Protection Agency

Permit to Install

Application No: 1002542

Applicant Name: City of Canton
Address: 2436 30th St NE
City: Canton
State Zip: OH 44705

Person to Contact: Daniel J. Moeglin, P.E., S.I., City Engineer
Telephone: 330-489-3381

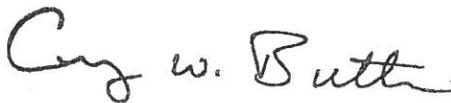
Description of Proposed Source: East Side Interceptor Sewer Relocation G.P. #1113 - Sanitary
Sewer Extension, Canton, Stark County

Issuance Date: December 09, 2014

Effective Date: December 09, 2014

The above named entity is hereby granted a permit to install for the above described source pursuant to Chapter 3745-42 of the Ohio Administrative Code. Issuance of this permit does not constitute expressed or implied approval or agreement that, if constructed or modified in accordance with the plans included in the application, the above described source of environmental pollutants will operate in compliance with applicable state and federal laws and regulations. Issuance of this permit does not constitute expressed or implied assurance that, if constructed or modified in accordance with those plans and specifications, the above described source of pollutants will be granted the necessary operating permits. This permit is granted subject to the following conditions attached hereto.

Ohio Environmental Protection Agency



Craig W. Butler
Director
P.O. Box 1049
50 West Town Street, Suite 700
Columbus, OH 43216-1049

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City of Canton
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December 09, 2014

This permit shall expire if construction has not been initiated by the applicant within eighteen months of the effective date of this permit. By accepting this permit, the applicant acknowledges that this eighteen month period shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the permit applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio EPA.

The director of the Ohio Environmental Protection Agency, or his authorized representatives, may enter upon the premises of the above named applicant during construction and operation at any reasonable time for the purpose of making inspections, conducting tests, examining records, or reports pertaining to the construction, modification, or installation of the above described source of environmental pollutants.

Issuance of this permit does not relieve you of the duty of complying with all applicable federal, state, and local laws, ordinances, and regulations.

Any well, well point, pit or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Section 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the Director or his representative. For more information please contact: Division of Drinking and Ground Water - Lazarus Government Center, 50 West Town Street, Suite 700, Columbus, Ohio 43215 (614) 644-2752.

Any person installing any well, well point, pit or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised code Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Ohio Department of Natural Resources
2045 Morse Road Bldg. E
Columbus, OH 43229-6693
(614) 265-6717

1. The proposed wastewater disposal system shall be constructed in strict accordance with the plans and application approved by the director of the Ohio Environmental Protection Agency. There shall be no deviation from these plans without the prior express, written approval of the agency. Any deviations from these plans or the above conditions may lead to such sanctions and penalties as provided for under Ohio law. Approval of these plans and issuance of this permit does not constitute an assurance by the Ohio Environmental Protection Agency that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed sources are inadequate or cannot meet applicable standards.

2. If the construction area for this project is one acre or more, or is part of a larger development that is one acre or more, the applicant must submit a Notice of Intent (NOI) for coverage under the general construction stormwater permit to Ohio EPA at least 21 days prior to the start of construction of this project.

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City of Canton
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December 09, 2014

3. For projects involving construction or placement of fill in a stream or wetland, the applicant shall contact the appropriate district of the U.S. Army Corps of Engineers for a determination regarding potential impacts to water of the state as well as the requirements for obtaining, if necessary, certification. The applicant shall acquire a Section 404 permit and 401 water quality certification, if needed, before impacting any waters of the state as part of this project.
4. The City of Canton shall be responsible for proper operation and maintenance of the sewerage system.
5. For parallel installation, a minimum horizontal separation of 10 feet between gravity sanitary sewers and any existing or proposed potable water mains shall be maintained. The distance shall be measured edge to edge.
6. Where gravity sewer lines cross existing or proposed water mains, the gravity sewer lines shall be laid below the water mains to provide a separation of at least 18 inches between the invert of the water main and the crown of the gravity sewer. The lines shall be laid so that the gravity sewer line joints are as far as possible from the water main joints.
7. The operation of the sewerage system shall be under the responsible charge of a certified operator having the proper certificate issued under Chapter 3745-7-05 of the Ohio Administrative Code.
8. This permit to install applies only to the wastewater disposal system listed above. The installation of drinking water supplies, air contaminant sources, or solid waste disposal facilities will require the submittal of a separate application to the director.
9. Provisions shall be made for proper operation of the wastewater pumping facilities.
10. Roof drains, foundation drains, and other clean water connections to the sanitary sewer shall be prohibited by enforcement of legally adopted rules by the authority regulating the use of sanitary sewers.
11. Sewer and manhole construction joints shall conform to standards of the Ohio Environmental Protection Agency.
12. When flexible pipe (PVC, ABS, HDPE, etc.) is used it must be tested for maximum deflection of 5 percent after the final backfill has been in place no less than 30 days to permit stabilization of the soil-pipe system. Pipe with a stiffness of 200 p.s.i. or greater need not be tested for deflection if all pipe between manholes is less than 12 feet below final grade.

The rigid ball or mandrel used for the deflection test shall have a diameter not less than 95 percent of the base inside diameter or average inside diameter of the pipe depending on which is specified in the ASTM specification, including the appendix, to which the pipe is manufactured. The test shall be performed without mechanical pulling devices.

All pipe, flexible and rigid, shall be subject to a leakage test. The leakage exfiltration/infiltration test shall be a hydrostatic or air test. The hydrostatic leakage test shall not exceed 100 gallons per inch of pipe diameter per mile per day for any section of the system. If an air test is used, the test shall conform to the test procedure outlined in the ASTM standards for the material of pipe used.

The leakage and deflection test shall be conducted under the supervision of a professional engineer. A representative of the professional engineer may supervise the deflection and leakage tests, but the professional engineer must sign off on the results of the deflection and leakage tests. Results of the deflection and leakage tests shall be kept on file at least 180 days by the entity responsible for the sewerage system, and shall be available upon request by the Ohio Environmental Protection Agency.

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City of Canton
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December 09, 2014

Any lines which fail the deflection or leakage test must be repaired and retested until they meet the requirements which have been set forth within this condition.

13. All gravity sanitary sewers which are located in well field areas shall comply with and be tested as specified in Ohio Environmental Protection Agency Guideline, Gravity Sewers in Well Field Areas, February 1983.

14. The permit to install is not an authorization to discharge pollutants to waters of the state. Pursuant to Chapter 6111 of the Ohio Revised Code, the applicant shall apply for a permit to discharge (NPDES) 180 days prior to any discharge of pollutants to waters of the state.

15. Fugitive dust generated by this sewer construction project shall be controlled as specified in OAC 3745-17-08 (B).



Superior's Brand Meats
Sugardale Foods
Carriage Hill Foods

**FOOD MANUFACTURING, WAREHOUSING AND DISTRIBUTION
GOOD MANUFACTURING PRACTICES
FOR VISITORS AND CONTRACTORS**

The following rules are followed by all who work in or visit our facilities. We hold ourselves to a very high standard of conduct and we expect our suppliers, contractors and visitors to do the same. These rules are also required by the U.S. Food & Drug Administration and the U.S. Department of Agriculture for maintaining a sanitary manufacturing, warehousing and distribution operation.

1. Eating and drinking are allowed in designated areas only. No consumption of food or beverages is allowed in warehousing, production, or auxiliary work areas. Use containers provided for the proper disposal of refuse (wrappers, cans, etc.).
2. Smoking and chewing tobacco are allowed in designated areas only. No use of tobacco is allowed in warehousing, production, or auxiliary work areas. Use containers provided for the proper disposal of refuse associated with smoking and chewing tobacco.
3. Wear clean outer garments and maintain a high degree of personal cleanliness.
4. Hairnets, beard nets (if applicable), protective head covering, must be worn at all times in warehousing, production, or auxiliary work areas. Hairnets must encompass all hair including sideburns. Beard nets (snoods) will be worn by employees with beards, goatees or moustaches.
5. No jewelry or watches are allowed in warehousing, production, or auxiliary work areas, with the exception of a plain wedding band with no settings.
6. Store clothing and personal belongings in designated areas only. Storage of clothing or personal belongings is not allowed in warehousing, production, or auxiliary work areas.
7. Wash hands thoroughly, before starting work, after each break, after each visit to the restrooms and any time hands become soiled or contaminated.
8. No Glass is allowed in warehousing, production, or auxiliary work areas, with the exception of shatter resistant glass and eyeglasses.
9. Persons infected with a communicable disease, with boils, open sores, or infectious wounds shall not be allowed on premises, limited access, or certain accommodations must be made.

a. Does above Statement apply? Yes No

If yes please advise escort.

10. Are you carrying any items into the plant? (such as pens, cameras, phones, glasses, etc....)

_____, _____, _____, _____, _____

11. All items returned after returning from being in the facility? Yes No

- By signing this form I agree to follow the above requirements.

We appreciate your cooperation. Thank you.

Print Name: _____

Signature: _____

Company: _____

Date: _____

Escort/Contact: _____

Contractor Qualifications and Performance Information

Date: _____

Company Information

Name of Business: _____

Address: _____

Type of services you provide: _____

Experience Modification Record (EMR)

The EMR is an annual safety rating of how a specific contractor compares to other contractors, in the same type of contracting, in the state where the contractor is working. In the space below, provide your EMRs as applicable for this current year and for the last two (2) years:

EMR for:	Current Year	Last Year	Year Before Last
Your Home State:			
Interstate:			
Other State Listed:			
1.			
2.			

Safety and Health Performance

Summarize the data from your OSHA 300 Form for all injuries from all jobs for this current year and last year.

	Current Year	Last Year
Recordable Medical		
Restricted Duty		
Lost Time		
No. Days Lost		

List construction related injury and illness incident rates for year-to-date and for last year:

Note: instructions on how to calculate the injury and illness incident rates are provided below.

Total Recordable Case Rate = total number of injuries and illnesses ÷ number of hours worked by all employees x 200,000.

DART Incident Rate = total number of recordable cases involving days away from work, days of restricted work activity or job transfer ÷ number of hours worked by all employees x 200,000.

DAFWII Incident Rate = total number of recordable cases involving days away from work ÷ number of hours worked by all employees x 200,000.

	Current Year	Last Year
Total Recordable Case Rate		
DART Incident Rate		
DAFWII Incident Rate		
<p>Have you received any regulatory (OSHA, EPA, etc.) citations in the last three years? If yes, attach a full report on event and results. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you ever been through an (OSHA, EPA, etc.) inspection? If yes, attach details. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you experienced any construction fatalities within the past three years? If yes, attach a full discussion of cause and results. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you experienced any accidents, near misses, caused property damage, etc. at any Fresh Mark, Inc. facilities within the past three years? If yes, attach a full discussion of cause and results. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Safety and Health Programs and Procedures		
<p>Do you have or provide a full-time Safety Director/Manager? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: Name: _____ Telephone: _____</p> <p>If no: Who handles the health and safety issues? _____ Telephone: _____</p> <p>List percentage of time that is devoted to environmental, health and safety compliance: _____</p>		
<p>Do you conduct site safety and health inspections? <input type="checkbox"/> Yes <input type="checkbox"/> No How often? _____</p> <p>Do you hold site safety and health meetings for field supervisors and employees? <input type="checkbox"/> Yes <input type="checkbox"/> No How often? _____ Date and topic of last meeting? _____</p>		
<p>Do you have a written Safety and Health Program? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, provide copy.</p> <p>Do you have a safety training program during orientation for new hires? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is safety performance a criteria you use to evaluate the performance of employees? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you have a corrective action process for addressing safety and health performance deficiencies? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you perform equipment checks on all equipment? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

Do you have a substance abuse program for all employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does it include pre-hire and post incident testing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you use safety and health performance criteria in the selection of subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you require your subcontractors to have written safety and health program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you conduct site safety and health inspections on your subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you comply with the Process Safety Management provisions found in 29 CFR 1910.119?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you utilize any programs (e.g., management meetings, safety committee/team, statistical reports, etc.) to monitor the safety performance of the company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Process Safety Management

Do you have experience working on or around process systems which contain ammonia?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other substances listed in Appendix A of PSM 29 CFR 1910.119?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, list substances below:		

Certification Statement
 I certify that the information submitted is true and correct, and I understand that falsifying this document can lead to immediate discharge from Fresh Mark, Inc. property and dismissal of future work potential with Fresh Mark, Inc.

Name of Person Completing Questionnaire	Title
Signature _____	

Contractor Employee Training Acknowledgment

Contractor Name: _____

Name of Employee: _____

Employee is to initial each box when training is completed and understood.

1.	Contractor Environmental, Safety and Health Information	[]
2.	Hot Work Program	[]
3.	Control of Hazardous Energy (Lockout/Tagout) Program	[]
4.	Electrical Safety Program	[]
5.	Confined Space Program	[]
6.	Powered Industrial Truck (PIT) Program	[]
7.	Self Propelled (Scissor Lift) Elevating Work Platform Program	[]
8.	Emergency Action Plan	[]
9.	Emergency Response Plan	[]
10.	Fire Prevention Plan	[]
11.	Line Break Program	[]
12.	Hazard Communication	[]
13.	Hazards and Properties of Anhydrous Ammonia	[]

Please indicate what means was used to verify the employee understood the training.

- Instruction/participation Written quiz/test
 Hands-on/skills demonstration Other: _____

I confirm that I have received, reviewed and have been trained on the above initialed items relating to the safety rules and safe work procedures for work at any of the Fresh Mark, Inc. facilities.

Employee Name	Date
_____	_____

Employee Signature

I certify that the above-named employee has received and understood the training described above.

Signature of Supervisor