



The City of Canton

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Canton Water Department Materials Storage Building

Item/Project

Water Department

Responsible Department

2:00:00 PM, 4/16/2019

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



Table of Contents and Bidder's Checklist

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Cover/Title Sheet

Table of Contents and Bidder's Checklist

Legal Notice

Instructions to Bidders: **Bidder's Checklist: The completed Bid Form shall be accompanied by the following completed documents:**

- _____ **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**
- _____ **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**
- _____ **Contractor's Qualification Statement (See Paragraph I.4, below.)**
- _____ **Contractor's List of Subcontracted Work Categories (See Paragraph I.5, below.)**
- _____ **A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price, and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal. (See Section W, below.)**
- _____ **The Project Labor Agreement (PLA) Letter of Assent (See Appendix A).**
- _____ **If this project is funded in whole or part by the Ohio Public Works Commission, then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts (See Section Y, below.)**

Owner-Contractor Agreement

Bid Guaranty and Contract Bond

Bid Form

Contractor's Qualification Statement

Modified General Conditions (EJCDC)

Statement of Claim

Personal Property Tax Affidavit

Contractor Final Lien Waiver Release

Pre-Bid Substitution Form

- Appendix A: Project Labor Agreement
- Appendix B: Prevailing Wage Rates and Information
- Appendix C: Specifications and Drawings



The City of Canton

Legal Notice

Sealed bids will be received by the City of Canton (the "City"), as provided in this notice for the Canton Water Department Materials Storage Building Project (the "Project"). Contract documents, which include additional details of the Project, are on file and available from the City of Canton's web site (<https://cantonohio.gov/purchasing/>).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "Canton Water Department Materials Storage Building PROJECT BID." Bids will be received until 2:00:00 PM, local time, 4/16/2019.

Questions regarding plans and specifications should be addressed in writing to Purchasing Department, at purchasing@cantonohio.gov.

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. All bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. After submission and opening, no bidder may withdraw its bid within 60 days after the opening; the City reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

Published in The Repository on March 26, 2019 and April 2, 2019

INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Engineer, (b) it will use its best efforts to cooperate with the Owner and the Engineer and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Engineer, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:
 - a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or
 - b. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For

example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. OWNER & ENGINEER

1. The Owner is:

The City of Canton
218 Cleveland Avenue SW
Canton, OH 44702
Telephone: 330.489.3245
Fax: 330.489.3499

The Owner's Representative is:

Jim Benekos

2. The Design Engineer for the Project is:

Thrasher Group
400 3rd St. SE Suite 309
Canton, Ohio 44702

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **Canton Water Department Materials Storage Building Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.
2. The Mayor **has** determined that a Project Labor Agreement ("PLA") will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters. Any such PLA shall be negotiated by the Mayor of the Owner with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor. The successful Bidder shall comply with and adhere to all of the provisions of any PLA for the Project.
3. A pre-bid conference will be held at **10:00 a.m. on April 05, 2019 at Water Department.**

E. WORK

1. This Project includes **concrete, general trades, electrical, steel, excavation**, and the like as set forth in the Contract Documents.
2. Alternate No. 1 for this Project is **NA**.
3. Alternate No. 2 for this Project is **NA**.
4. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.

5. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
6. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact Jim Benekos, The City of Canton, at ames.benekos@cantonohio.gov or 330-438-6557 if they have any interest in accessing the Project site, independent of any pre-bid meeting.

F. ESTIMATE OF COST

1. The total estimated construction cost for the Base Bid Work for the Project for which bids are being solicited at this time is \$165,700.00.

The estimated cost for Alternate 1 - NA is: \$ 0.00.

The estimated cost for Alternate 2 - NA is: \$ 0.00.

G. CONTRACT DOCUMENTS

The Contract Documents consist of the documents listed in Section 1 of the Owner-Contractor Agreement.

Bidders may view and download copies of the Contract Documents from The City of Canton Purchasing web site at <https://cantonohio.gov/purchasing/>, which is the only authorized source of the Contract Documents. The City of Canton's sourcing tool, Vendor Registry, will maintain the Bidder's list and will provide notice and copies of Addenda as issued. It is the responsibility of any person or organization interested in a hard copy of the Contract Documents to pay all costs associated with printing.

Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Owner, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

H. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.

4. Each Bidder shall submit **an original and one copy** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

The City of Canton
ATTN: **Purchasing/Bids**
218 Cleveland Avenue SW
Canton, OH 44702

Bids must be received at the designated location for the bid opening before 2:00:00 PM, local time, on 4/16/2019.

6. **The completed Bid Form shall be accompanied by the following completed documents:**
 - a. **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**
 - b. **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**
 - c. **Contractor's Qualification Statement (See Paragraph I.4, below.)**
 - d. **Contractor's List of Subcontracted Work Categories (See Paragraph I.5, below.)**
 - e. **A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price, and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal. (See Section W, below.)**
 - f. **The Project Labor Agreement (PLA) Letter of Assent (See Appendix A).**
 - g. **If this project is funded in whole or part by the Ohio Public Works Commission, then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts (See Section Y, below.)**
7. The Bidder shall take the following precautions in preparing its bid:
 - a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph H.6 above) have been included in a sealed opaque envelope addressed as described in Paragraph H.5 above.
 - b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.

- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents as described in Paragraph M.1 below.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. Bonds and Guarantees

- a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA or EJCDC Bid Bond forms are not acceptable.**
- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.
- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.

- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
 - f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
 - g. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.
9. Permits
- a. Owner has obtained, or will obtain the following permits for the Project, as applicable:

NA
 - b. Contractor shall secure and pay for all other permits necessary to complete the Project. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

I. METHOD OF AWARD

- 1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, pursuant to the Codified Ordinances of Canton Chapters 105, 182, and 507, the Owner will award the Contract for the Work to the bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best include the factors set forth below, including the Additional Criteria. Depending upon the type of work, the Owner, in its discretion, may also consider other essential factors, as the Owner may determine and as are included in the Specifications. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate. The Owner, in its discretion, reserves the right to request additional information and documentation relating to these criteria from Bidders after the bid opening.
 - a. Work to be subcontracted. The Bidder must identify all work to be subcontracted. See paragraph I.5 below. All subcontractors are subject to the approval of the Owner based on the criteria set forth in this Section I.

- b. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability and capacity to perform a substantial portion of the project with its own forces and its ability to work with the Owner and Engineer as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Engineer as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims, whether or not proven, that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- c. The Bidder's prior history regarding timeliness of performance, quality of work, the Bidder's history of filing claims and having claims filed against it, extension requests, fines and penalties imposed and payments thereof, and contract defaults, with explanations.
- d. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Ohio Prevailing Wage laws, Davis Bacon, and Ohio ethics laws.
- e. The Bidder's prior experience with similar work on comparable or more complex projects.
- f. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
- g. The Bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.

- h. A public entities' determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the public entity, and the Bidder's explanation thereof.
 - i. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
 - j. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
 - k. 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 on this Project is within the field of such licensed profession.
 - l. The Bidder's equipment and facilities.
 - m. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.
 - n. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.
 - o. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
 - p. The Owner's prior experience with the Bidder's surety.
 - q. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
 - r. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.
 - s. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. **Qualifications Statement.** Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within three (3) business days of the date on the request.
5. **List of Subcontracted Work Categories.** Each Bidder will submit with its bid a completed list of Subcontracted Work Categories, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested information within three (3) business days of the date on the request.
6. **Additional Criteria for Determining Lowest and Best Bid.** Pursuant to the Codified Ordinances of the City of Canton, Chapter 105, the Owner, in its discretion, may consider any or all of the Additional Criteria below in determining which bid is lowest and best.

- a. Any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the Bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
 - b. Any violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin, and/or violation of any employee's civil or labor rights or equal employment opportunities.
 - c. Any litigation 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. Bidders shall provide copies of pleadings.
 - d. Allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
 - e. Violations of the workers compensation law.
 - f. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.
 - g. 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.
 - h. Documentation that the Bidder provides health insurance and pension benefits to its employees.
 - i. 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.
 - j. Whether the Bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
 - k. Whether the Bidder's employees are OSHA-10 and/or OSHA-30 certified.
 - l. The Bidder's commitment to comply with the Owner's Contract Compliance Program regarding equal employment opportunity. Each Bidder shall file contract employment reports with the Owner's contracting agency or as may be directed by the Owner or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs, and statistics of the Bidder and shall be in such form as the Owner may prescribe.
 - m. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
7. The failure to submit information that Owner has the right to receive under these Instructions to Bidders on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will

indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

9. **After bid opening, within three (3) business days of a request made by the Owner, the apparent low Bidder and any other Bidder so requested by the Owner must submit the following:**

For all subcontracts with an estimated value of at least \$50,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:

- i. **Project Owner**
- ii. **Project Name**
- iii. **Subcontract Scope**
- iv. **Subcontract Value**
- v. **Owner's contact name and phone number.**

If Bidder and a proposed Subcontractor have not worked together on at least three projects in the past five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.

The above Subcontractor information, as well as the criteria set forth in Paragraph I.3 herein, as it pertains to each Subcontractor may be used in the Owner's determination of the lowest and best bid.

Once a Bidder identifies its proposed Subcontractors as set forth in this Paragraph I.9, the list shall not be changed unless written approval or direction for the change is made by Owner.

10. Additional Post-Bid Submittals
- a) Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
11. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
12. Award of Contract. The award of the Contract will only be made pursuant to approval of the City's Board of Control.

J. EXECUTION OF CONTRACT

1. Within the time designated by the Owner after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The

successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus may be specified. Should this be the case, each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner of use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Owner a minimum of seven (7) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Contract Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Owner's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date;
 - d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.
4. When the Owner approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work or other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
 6. If an addendum is issued approving a substitution for a specified Standard, any Bidder proposed to use said substitution must indicate so with its Bid, using the form provided.

7. Following the award of the Contract, there shall be no substitution for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.
8. The Owner reserves the right to value engineer any item within the specifications if it is deemed to be in the best interest of the Owner.

L. ALTERNATES

1. The Owner may request bids on alternates. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
2. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

M. UNIT PRICES

1. Where unit prices are requested in the Bid Form the Bidder should quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Owner determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

N. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. All Addenda will be issued, except as hereafter provided, via the current City bid tool at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.

4. Copies of each Addendum will be posted via the Owner's current bid tool and it is the responsibility of the bidder or any other interested party to check the bid tool for any updates or addenda. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should check the Owner's bid tool prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner at purchasing@cantonohio.gov. Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only and will be made available by the City's web tool. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

P. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

Q. DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES

1. Dates for Substantial Completion. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner-

Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only by Change Order. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

- a. Date for Overall Project Substantial Completion. The successful Bidder shall have all of its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date as applicable to the Bidder's scope of work.

Date for Substantial Completion (aka Contract Time) expressed as calendar days from Notice to Proceed:

120 calendar days

2. Liquidated Damages.

- a. Overall Project Substantial Completion. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion or Finally Complete within thirty (30) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages for Overall Project Substantial Completion are set forth in the tables included in the Owner-Contractor Agreement. The total amount of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete or to the extent that its Work is not Finally Complete more than thirty (30) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables.

3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

S. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

- b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

U. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

V. PREVAILING WAGES

1. The Project is a "Construction" project as defined in Section 4115.03 of the Ohio Revised Code. If the Project is defined as such as "Construction" project, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

W. DBE PARTICIPATION GOALS

1. Owner has established the following Disadvantaged Business Enterprise ("DBE") participation goal for the Project as a percentage of the Contract Price:

0%

2. Any Minority Business Enterprise ("MBE") or Woman-Owned Business Enterprise ("WBE") proposed to count towards the DBE participation goal must first be certified at bid time as an MBE or WBE under the Ohio Department of Administrative Services MBE Cross Certification Program (which includes MBEs and WBEs certified by the City of Canton), or certified as a DBE under Ohio's Unified Certification Program administered by the Ohio Department of Transportation.

3. **Documentation of DBE Participation.** Each Bidder must submit with its bid a list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price.

4. **Certification of Good Faith Efforts.** If a Bidder has not met the DBE participation goal, it must attach to its bid, a narrative (which may include exhibits) demonstrating the good faith efforts made by the Bidder to secure DBE participation in the Project. Good faith efforts include:

- **Conducting outreach and recruiting activities;**
- **Informing DBEs of the opportunity to participate in the Project at least 30 calendar days before the bid closes;**
- **Considering subcontracting with a consortium of DBEs; and**
- **Using the services and assistance of the Small Business Administration and Minority Development Agency of the U.S. Department of Commerce.**

Owner, in its sole discretion, will be the sole evaluator of whether any particular Bidders' efforts sufficiently demonstrate good faith efforts for securing DBE participation.

5. **Challenges to Owner's Discretion.** If any Bidder directly challenges, or indirectly challenges through contribution of money or other resources to a third party, Owner's discretion in determining any Bidder's compliance with the DBE goal stated in these Instructions to Bidders, or good faith efforts pertaining to same, that Bidder agrees to

indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such challenge, should there be an adjudication by a court of competent jurisdiction that the Owner did not abuse its discretion in making its determination.

6. Failure to Comply. If a Bidder is awarded a contract for the Project, and later fails to fulfill its stated DBE participation goals, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such failure. That Bidder also agrees to cooperate with all reasonable requests to determine actual DBE participation, including but not limited to certifying actual participation and providing documentation in support of same.

X. OTHER LOCAL ORDINANCE REQUIREMENTS

1. Each Bidder, by the act of submitting its bid agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances of the City of Canton for wages, salaries, fees, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this Agreement. Bidder agrees with the Owner regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code. Municipal income tax withholding provisions of Section 718.011(B)(1) and 718.011(D) of the Ohio Revised Code shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property. Each Bidder agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Each Bidder, by the act of submitting its bid agrees that all steel necessary in the construction of the Work performed under the Agreement 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.
3. Each Bidder, by the act of submitting its bid agrees that all materials used in the construction covered by the Agreement shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
4. 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 fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 115-2018. Passed 5-14-18.)

5. Each Bidder, by the act of submitting its bid agrees as follows during the performance of the Agreement:

a. 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.

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

c. 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 Owner; and it shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

e. The Contractor shall take such action with respect to any subcontractor as the Owner 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 is necessary to protect the interests of the Owner and to effectuate the Owner's equal opportunity program and, in the case of contracts receiving Federal assistance, the Contractor or the Owner may request the United States to enter into such litigation to protect the interests of the United States.

- f. The Contractor shall file and shall cause its subcontractors, if any, to file compliance reports with the Owner in the form and to the extent prescribed by the Owner 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 its subcontractors.
 - g. 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.
 - h. 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:
 - (1) 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 the Agreement.
 - (2) Refusal of all future bids for any public contract with the Owner or any of its departments or divisions, until such time as the Contractor or subcontractor demonstrates that it has established and shall carry out the policies of the program as herein outlined.
 - (3) Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - (4) 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 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.
2. A Project Labor Agreement (PLA) is not required for this project. Prevailing Wages are required for this Project (See Appendix B).

Y. OHIO PUBLIC WORKS COMMISSION FUNDING

- 1. When this line is checked by the Owner, e.g. with an "X" or other mark, the Project is being funded in whole or part by the Ohio Public Works Commission ("OPWC"), and the requirements of the OPWC, attached to these Instructions to Bidders, apply.
- 2. The OPWC requirements include that the Bidder include with its bid certification of agreement and compliance with certain statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

END OF INSTRUCTIONS TO BIDDERS

OWNER-CONTRACTOR AGREEMENT

[Where Owner Performs Construction Administration Duties]

Owner:
The City of Canton
218 Cleveland Avenue SW
Canton, OH 44702
Telephone: 330.489.3283

Contract: _____
Alternates: _____
Contractor:

Telephone: _____
Fax: _____

Project:
Canton Water Department Materials Storage Building

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
- F. Supplementary Conditions (when applicable);
- G. Drawings;
- H. Specifications;
- I. Addenda issued;
- J. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- K. Statement of Claim Form; and
- L. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Owner or Engineer in accordance with the General Conditions.
- M. When this line is checked by the Owner, e.g. with an "X" or other mark, the State of Ohio Department of Transportation, Construction and Material Specifications, effective as of January 1, 2018, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.

1.1 Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Engineer has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Engineer with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (Not applicable, if none are listed).

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

2. ENGINEER RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Engineer and the Contractor or any Subcontractor or Material Supplier to the Project. The Engineer, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer that are performed for the sole benefit of the Owner.

Owner will be performing construction administration duties as identified in the General Conditions, including, but not limited to: reviewing Applications for Payment, Change Proposals, Claims, and Shop Drawings; measuring Work quantities; and issuing Work Change Directives.

2.1 The Engineer is:
Jim Benekos
james.benekos@cantonohio.gov
330-438-6557

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE OF COMMENCEMENT. The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Engineer, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

3.2 DATE OF SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Owner or Engineer. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **120 calendar days** of the Date of Commencement (“Date of Substantial Completion”). The Contractor shall have its Work for the **Canton Water Department Materials Storage Building** scope of work, referred to herein as the “Interim Milestone Scope,” substantially complete by **10/4/2019**. Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

3.2.1 DATE OF FINAL COMPLETION. The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General Conditions, within **30 calendar days** of the Date of Substantial Completion (“Date of Final Completion”). Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Owner or Engineer all documents required to be submitted to the Owner or Engineer for final payment.

3.2.2 UTILITIES AND OPERATIONS. Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

3.2.3 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none are listed): _____

Contractor’s Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. “Contract Amount” of the Work will be determined by totaling the cost of all line items of Work.

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION OF OVERALL PROJECT

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00

LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION FOR ANY INTERIM MILESTONE SCOPE WILL BE \$1,000 PER DAY FOR EACH DAY OF UNEXCUSED DELAY BEYOND THE MILESTONE.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is \$____, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: \$____ (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	NA	\$ _____
2	NA	\$ _____

4.3 Allowances included in the Contract Sum:

Allowance Description	Amount
Allowance #1: NA	\$ _____
Allowance #2: NA	\$ _____

4.4 If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. RETAINAGE. Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. GENERAL.

6.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

6.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

6.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

6.4 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

6.5 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner and Engineer will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

6.6 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

6.7 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

6.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

6.7.2 PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation, if any, to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

6.7.3 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

6.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

6.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

6.10 WARRANTIES. Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

6.11 CONTRACTOR ATTESTATIONS.

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.

6.12 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:
The City of Canton

By: _____

Name: _____

Title: _____

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: _____

Fiscal Officer



The City of Canton

**BID GUARANTY AND
CONTRACT BOND**
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto the **City of Canton** as
obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____
_____, 20___, to undertake the construction of the **Canton Water Department Materials Storage
Building Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's
bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date
referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed
the amount of _____ Dollars (\$ _____). (If the foregoing blank
is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates.
Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid
including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the
penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this _____ day of _____, 20___.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has
submitted a bid for work on the Project.

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

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims
of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall
be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then
this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications, and bills of material
thereof and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees and
assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just
claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to
the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the



The City of Canton

obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____



NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA and EJCDC Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.



The City of Canton

CONTRACT BOND
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the **City of Canton** ("Owner") as obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20____, enter into a contract with the Owner for construction of the **Canton Water Department Materials Storage Building Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

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

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

Signed and sealed this _____ day of _____, 20__.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____



BID FORM

1.01 BID SUBMITTED BY:

(Contractor)

Date bid submitted: _____

1.02 DELIVER TO:

The City of Canton
ATTN: **Purchasing/Bids**
218 Cleveland Avenue SW
Canton, OH 44702

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **Canton Water Department Materials Storage Building Project** including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice to Bidders, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700) (as modified for the Project), Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.



2.01 BID:

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deduction from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deduction, the amount shall be a deduction).

2.02 Bidder will complete the Work in accordance with the Contract Documents for the prices set forth in the attached Bid Schedule.

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. **The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.**
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Owner.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been



The City of Canton

discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.

4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder has submitted the lowest and best bid and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one): sole proprietor partnership corporation other legal entity



The City of Canton

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name _____ Title _____

DATE SIGNED: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

END OF SECTION



The City of Canton

CONTRACTOR'S QUALIFICATION STATEMENT

Canton Water Department Materials Storage Building Project

SUBMITTED TO: The City of Canton
ATTN: **Purchasing/Bids**
218 Cleveland Avenue SW
Canton, OH 44702

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: **Canton Water Department Materials Storage Building** Project

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor in the construction industry?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice President's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:



The City of Canton

- 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
 - 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
 - 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
2. LICENSING
- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
 - 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
 - 2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.
3. EXPERIENCE
- 3.1. List the categories of work that your organization normally performs with its own forces.
 - 3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1. Has your organization ever failed to complete any work?
 - 3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?
 - 3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.
 - 3.3. Has your organization ever failed to comply with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.
 - 3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.



The City of Canton

3.5. On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$10,000,000, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.5.1. State total amount of work in progress and under contract:

3.6. Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work. List the original contract price for each project, the amount of any change orders or cost overruns on each, the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects. If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number	Additional Comments



The City of Canton

- 3.7. Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. Include details regarding how such projects demonstrate your organization's ability and capacity to perform a substantial portion of the Project with its own work force. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number	Additional Comments

- 3.7.1. State average annual amount of construction work your organization has performed during the last five years.
- 3.7.2. If any of the following members of your organization's management -- president, chairman of the board, or any director -- operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.
- 3.7.3. If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."
- 3.7.4. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."
- 3.8. On a separate sheet, list the construction education, training, construction experience, and tenure with your organization for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.
- 3.9. Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.

4. REFERENCES

- 4.1. Trade References:
- 4.2. Bank References:
- 4.3. Surety:
- 4.3.1. Name of bonding company:
- 4.3.2. Name and address of agent:



5. FINANCING

5.1 Financial Statement (May be required, but only post-bid. Not a requirement to provide with bid.)

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.3 Attach additional documentation or explanations demonstrating your organization's financial responsibility, adequate resources and availability of credit, its means and ability to procure insurance and acceptable performance bonds required for the Project.

6. Does your organization participate in a drug-free workplace program? Provide your organization's record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code.

7. List any projects within the previous five years where a public entity determined that your organization was not a responsible bidder, including the name of the public entity, the reasons given by the public entity, and an explanation thereof.

8. Additional Criteria. Pursuant to the Codified Ordinance of the City of Canton, Chapter 105, the Owner, in its discretion, reserves the right to request additional information and documentation relating to the foregoing and related to any of the criteria listed in Paragraph I.6 of the Instructions to Bidders from Bidders after the bid opening. The Owner may consider such information and documentation in determining which bid is lowest and best. The Owner, in its discretion, may consider and give such weight to any and all criteria as it deems appropriate.

[left intentionally blank]



The City of Canton

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

SIGNATURE:

Dated this ____ day of _____ 20__.

Name of
Organization: _____

By: _____
[print name]

Signature: _____

Title: _____

State of _____

County of _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

MODIFIED STANDARD GENERAL CONDITIONS **OF THE CONSTRUCTION CONTRACT**

[Where Owner Performs Construction Administration Duties]

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters or with all capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement or Owner-Contractor Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Owner concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with any procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; contesting Owner's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Owner has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic

Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract. Only printed or hard copies of the items in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 13.03 in the case of Unit Price Work).
15. *Contract Times*—The number of days or the dates stated in the Agreement by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work and has entered into the Agreement.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Design Professional*—architects; civil, structural, mechanical, electrical, plumbing, and heating, ventilating, air conditioning, and other engineers; interior designers; landscape architects; and others whose services have traditionally been considered "professional" activities, require licensing or registration by the state, or otherwise require the knowledge and

application of design principles appropriate to the project at hand.

19. *Drawings*—The part of the Contract Documents prepared or approved by the Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.
21. *Engineer*—The individual or entity named identified in the Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
23. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, *statutes*, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or *encumbrances* upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an

intermediate completion date or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor may start to perform the Work. *Owner*—The individual or entity with which *Contractor* has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner is the City of Canton.
30. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times. The Progress Schedule is sometimes called the Construction Schedule.
31. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
32. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
33. *Resident Project Representative*—The authorized *representative* of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are *representative* of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
36. *Schedule of Values*—For non unit price items, a schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or *information* that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the *Contract Documents* as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the *Work*, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work

refer to Substantial Completion thereof. Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; ii) all required functional, performance, and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control; and (iii) all traffic control and safety devices are in place and operational to the satisfaction of Owner in accordance with the requirements of the Specifications.

42. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
43. *Supplementary Conditions*—The part of the Contract Documents that amends or supplements these General Conditions.
44. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
45. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

46. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*—Work to be paid for on the basis of unit prices.

48. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

49. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, by the Owner, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to respond to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as

directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Owner’s approval of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. Furnish, Install, Perform, Provide:

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to

supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. **Bonds:** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. **Evidence of Contractor’s Insurance:** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured identified in the Modified General Conditions Owner-approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured may reasonably request, which Contractor is required to purchase and maintain in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one fully executed Agreement in electronic format.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. for Work items not covered by unit prices, a preliminary Schedule of Values which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices shall be broken down into labor & materials. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The total of the Schedule of Values prepared for the Work items not covered by unit prices, as required by these Modified General Conditions, shall not exceed the Bid submitted for said Work, unless such amount is adjusted as provided in the Contract Documents.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for

handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner.
 - 1. The Construction/Progress Schedule shall be prepared as provided in the Contract Documents.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. For non-unit price Work, Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work. Such prices shall be broken down into labor & materials. Once approved by the Owner, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Owner's written approval. The Owner thereafter may from time to time require the Contractor to adjust such schedule if the Owner determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Owner within ten (10) days.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in

electronic media or digital format, either directly, or through access to a secure Project website.

- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Owner will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference

standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

- 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or any of Owner's officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

- 1. *Contractor's Verification of Figures and Field Measurements:* In addition to its obligations under the Instructions to Bidders, before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error,

ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or Contractor failed to perform its obligations under the Instructions to Bidders.
4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction or work constructed without notification to Owner shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15).

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Owner shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents

would result in violation of such Law or Regulation).

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.
3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over the general instructions or specifications.

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor shall submit to the Owner all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Owner will be the interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Owner will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Owner's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by filing a Claim.
- C. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project

without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run in accordance with Section 3 of the Agreement.

4.02 Starting the Work

- A. Contractor may start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in the Owner's Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by Professional Surveyor (P.S.) registered in the state of Ohio. Contractor is referred to the General Requirements for additional requirements for laying out the Work.

4.04 Progress Schedule

- A. Contractor shall adhere to the Construction Schedule established in accordance with the Contract Documents.

1. **The Date for Substantial Completion shall be changed or modified only by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the date in the Construction Schedule.**

2. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.

3. The Contractor's obligation to furnish scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

- B. **THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.**

1. **Notice of Delays.** As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a **"NOTICE OF DELAY."** A notice of delay shall not constitute the submission of a Claim. Contract

Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

4.05 *Delays in Contractor's Progress*

- A. Excusable, Compensable Delays. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Non-Excusable Delays. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. Excusable, Non-Compensable Delays. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph; it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

- 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. weather conditions as provided in Paragraph 4.05.H;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
 - E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
 - F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
 - G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.
 - H. Weather Delays. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made as provided for in these Modified General Conditions, the Contract Time will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>

February	8
March	7
April	6
May	5
June	4
July	4
August	4
September	5
October	6
November	6
December	6

- I. A work day will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced the production by more than 50 percent on Work on the critical path.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and

Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, alleged to have been caused by, or based upon, Contractor’s performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the

Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Agreement identifies:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
 - 4. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report

prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, interpolations and extrapolations of Technical Data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, within

48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Owner's Review:* After receipt of written notice as required by the preceding paragraph, Owner will promptly review the subsurface or physical condition in question; determine the necessity of obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; determine conditions for the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications;

C. *Owner's Statement to Contractor Regarding Site Condition:* Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition and indicating whether any change in the Drawings or Specifications will be made.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

- a. Contractor knew or should have known of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, or by others. Unless it is otherwise expressly provided elsewhere in these Modified General Conditions:
1. Owner does not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30;
 - b. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - c. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner.
- C. *Owner's Review:* Owner will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; determine conditions for the Contractor's resumption of Work in connection with the Underground Facility in question; and determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* Owner shall issue a written statement to Contractor regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, and indicating whether any change in the Drawings or Specifications will be made.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Agreement identifies:

1. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall promptly determine the necessity to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after such determination, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose

a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Contractor to indemnify any individual or entity from and

against the consequences of that individual's or entity's own negligence.

- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a Contract Bond in the amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is

located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.
- G. *Material Default or Termination.* If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written reports or documents.

If the Owner terminates the Contract and the surety proposes to take over the Work, the surety shall do so no later than the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in

writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 6.01.G, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 6.01.G is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 6.01.G, the Owner may take possession of and use all materials, facilities, and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Contract Documents.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Modified General Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Modified General Conditions, or elsewhere in the Contract Documents), 3 certificates of insurance, copies of

- endorsements, or when specifically requested by the Owner, 3 certified copies of the insurance policies and a receipt evidencing full payment on the premiums, and other evidence of insurance requested by Owner establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Modified General Conditions, or elsewhere in the Contract Documents), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. By requiring such insurance and insurance limits herein, Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract Documents.
- 6.03 *Contractor's Insurance*
- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in these Modified General Conditions or elsewhere in the Contract Documents) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
 - E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
 - F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
 - G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Modified General Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
 - H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection

against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Modified General Conditions, or required by Laws or Regulations, whichever is greater:
 - a. Commercial General Liability (“CGL”): Bodily injury (including death and emotional distress) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include: (i) Premises-Operation, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors’ Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury, (ix) Stopgap liability with Ohio Intentional Tort endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.
 - b. Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each accident.
 - c. Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total

amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
6. include products and completed operations insurance.
7. include contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 5.02 and 7.18.

8. with respect to products and completed operations insurance remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in these Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
 - J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.
 - K. The following provisions shall also apply to the insurance provided by the Contractor:
 1. Contractor's insurance shall be primary and non-contributory.
 2. Insurance policies shall be written on an occurrence basis only.
 3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
 5. The additional insured endorsement shall be ISO 20 10 10 01 and CG 20 37 10 01 or their equivalents so that Completed Operations liability extends to the additional insured after the completion of the Project.
- 6.04 *Property Insurance*
- A. *Builder's Risk*: Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Contract Documents or required by Laws and Regulations). This insurance shall:
 1. include the Owner, Engineer, and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Contract Documents to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding sections in the Contract Documents, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Contract Documents. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the

Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the

purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.05 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective

officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Modified General Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or

Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Modified General Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof,

and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor’s representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, Shut Down Dates as defined in the Agreement, or any City-recognized holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, Shut Down Dates as defined in the Agreement, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld. Contractor (and Subcontractor) regular working hours consist of 8 up to 10 working hours within an 11-hour period between 7:00 a.m. and 6:00 p.m., on a regularly scheduled basis, excluding Saturday,

Sunday, and holidays. Overtime work is work in excess of 40 hours per week. Contractor must receive advanced written approval from the Owner prior to performing work on weekends or City Holidays. Approval of such weekend and/or holiday work is in the Owner’s sole discretion.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Substitutions prior to the receipt of bids shall be governed by the Instructions to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted,

Contractor may request that Owner authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Owner in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Owner determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Owner's Evaluation and Determination:* Owner will be allowed a reasonable time to evaluate each "or-equal" request. Owner may require Contractor to furnish additional data about the proposed "or-equal" item. Owner will be the sole judge of acceptability. No "or-equal" item will be

ordered, furnished, installed, or utilized until Owner's review is complete and Owner determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Owner will advise Contractor in writing of any negative determination.

- D. *Effect of Owner's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Owner's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Owner determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Owner considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that EOwner authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Owner to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Owner will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Owner may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Owner for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Owner's Evaluation and Determination:* Owner will be allowed a reasonable time to evaluate each substitute. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Owner's

review is complete and Owner determines that the proposed item is an acceptable substitute. Owner's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Owner will advise Contractor in writing of any negative determination.

- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Owner will record Owner's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Owner's Determination:* If Owner approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Owner's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the

performance of designated parts of the Work if required by the Contract Documents to do so.

- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Owner a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between

Owner and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Responsibility for permits will be established by the Instructions to Bidders.
- B. A copy of each permit obtained by Owner is available at Owner's office. Contractor shall examine the permits and conform to the requirements contained therein, and such requirements are hereby made part of these Contract Documents as though the same were set

forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. A Construction Tax Exempt Certificate is included with the Bid Documents.
- C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.
- D. Contractor shall withhold any income taxes due to the Owner for wages, salaries, and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal.
- D. Prevailing Wage Rates. If indicated in the Agreement or Instructions to Bidders, each laborer, worker, or mechanic employed by Contractor, Subcontractor, or other persons performing Work on the Project shall be paid not less than the applicable prevailing rate of wages pursuant to Ohio Revised Code Chapter 4115.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site two printed record copies of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner for reference. The Contractor shall deliver these record documents, samples, and shop drawings to Owner, no later than the date for Substantial Completion, for review.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Contract Documents identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Owner has issued a notice to Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- B. Contractor shall keep at the Site at all times during the progress of the Work as required by law a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surrounding, or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Owner for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Owner may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner may require to enable Owner to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Owner in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Owner's Review:*
1. Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Owner. Owner's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Owner's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Owner's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Owner's receipt, review, acceptance nor approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than the number of submittal reviews specified in Paragraph 15.01.E.4 of these Modified General Conditions. Owner will record Owner's time for reviewing a subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Owner's charges for such time in accordance with Paragraph 15.01.E.4. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Owner's charges for its review time, and Owner may impose a set-off against payments due to Contractor to secure

reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Owner;
 2. Payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Owner;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by

Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

- E. Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties, and agreements from and with all contractors, subcontractors, vendors, suppliers, and manufacturers regarding their performance, quality of workmanship, or quality of materials supplied in connection with the work. Contractor represents and warrants that all such guarantees, warranties, and agreements will be in place and enforceable by the Owner in accordance with their terms. The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligations to any entities.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Design Professional, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the performance of the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents.
- B. In any and all claims against Owner or Design Professional or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of

them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner has specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner's review and approval of Shop Drawings and other

submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Owner and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to

Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner will provide for the coordination of the work at the Site in the Contract Documents.

8.03 *Legal Relationships*

- A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- B. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to

avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor or Owner, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify Owner and Engineer as required under Paragraph 7.18.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these Modified General Conditions, Owner shall issue all communications to directly to Contractor.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 Owner’s Representative

A. Engineer will be Owner’s representative during the construction period. The Engineer’s duties and responsibilities during the construction period are in addition to the duties and responsibilities of the Owner’s Representative, as referenced in the Agreement. The duties and responsibilities and the limitations of authority of Engineer as a representative of the Owner during construction are set forth in the Contract Documents. and will not be changed without written consent of Owner

10.02 Visits to Site

- A. Owner will make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Owner will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner’s efforts will be directed toward providing a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Owner will be informed of the progress of the Work and will endeavor to guard against defective Work.
- B. Particularly, but without limitation, during or as a result of Owner’s visits or observations of Contractor’s Work, Owner will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. Owner may furnish a Resident Project Representative to assist Engineer at the Site and to assist Engineer in providing more extensive

observation of the progress and quality of the Work.

- B. The duties and responsibilities of the Resident Project Representative may include, but not be limited to, the following:
 - 1. Review schedules and amendment thereto.
 - 2. Attend conferences and meetings with Contractor.
 - 3. Serve as liaison between Owner and Contractor.
 - 4. Conduct on-site observation of the work.
 - 5. Observe tests, equipment, and system startups.
 - 6. Determine when clarifications and interpretations of the Contract Documents are needed. Consider and evaluate the Contractor’s requests for modification.
 - 7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site).
 - 8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Owner concerning acceptance of the Work.
 - 9. Review Payment Applications from Contractor.
- C. The Resident Project Representative shall not:
 - 1. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor’s superintendent.
 - 2. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
 - 3. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
 - 4. Accept shop drawing or sample submittals from anyone other than Contractor.
 - 5. Exceed limitations of his authority as set forth in the Contract Documents.
 - 6. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Owner.

10.04 *Rejecting Defective Work*

- A. Owner has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. (Reserved.)

10.06 *Determinations for Unit Price Work*

- A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
- B. Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical cross section or other detail. By way of example, this provision means that if a typical trench width detail in the Drawings shows a maximum width of 30 inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30 inches. This means that the actual pay quantity could also be less than that based upon a 30 inch wide trench, if the actual trench width is smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable laws and regulations existing at the time of its bid.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Owner will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

- 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or

revisions in the Work. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of Work Change Directive, a Claim may be made therefor as provided in Article 12.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or]
 2. where the parties do reach a mutual agreement to a lump sum, then by that mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows, and is the maximum total allowable amount:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred)

attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Owner to request an adjustment in the Contract Times or Contract Price; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Owner promptly (but in no

event later than 30 days) after the start of the event giving rise thereto. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 2. *Owner's Action:* Owner will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Contractor. If Owner does not take action on the Change Proposal within 30 days, then either Contractor may at any time thereafter submit a letter to the Owner indicating that as a result of Owner's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
- 3. *Binding Decision:* Owner's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Contractor of Owner's decisions regarding Change Proposals;
- B. *Submittal of Claim:* As a condition precedent to a change in the Contract Price or the Contract Terms, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Owner, within 21 days of the start of the underlying cause of the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, Contractor's obligation to deliver a fully completed Statement of Claim form within such 21 day period is a material term of the Contract

Documents and provides the Owner with the opportunity to mitigate its damages.

- C. *Review and Resolution:* Owner will review each Claim and, within 45 days after receipt of the Statement of Claim Form, take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim, or
 3. In the event the Owner does not take action on a Claim within said 45 days, the Claim shall be denied.
- D. *Final and Binding Results:* Owner's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Contractor, unless Contractor invokes the dispute resolution procedures set forth in Article 17.
- E. *False or Fraudulent Claim.* The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages, and fees and expenses.
- F. *Claim Documentation.* Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's records, and other information from which the Contractor's costs may be derived. To the extent

permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment.

- G. Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or

because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner,

who will then determine, , which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Construction Equipment and Machinery
 - 1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor and used on the Work will be paid at a rate shown for such equipment in the latest edition of the Associated Equipment Distributors' rental rate manual. An hourly rate will

be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools. Costs for equipment and machinery owned by Contractor for which Contractor is seeking monetary compensation due to the equipment and machinery being idled through no cause of Contractor will be paid at half of the Associated Equipment Distributors' rate.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Fees for permits and licenses.
- f. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- g. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for

whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- h. The cost of utilities, fuel, and sanitary facilities at the Site.
- i. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- j. The portion of the costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain, that can be attributed to this Contract.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any

of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:* Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. .
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner's written decision thereon will be final and binding (except as modified to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of E Owner's written decision under the preceding paragraph, Contractor may submit a Change Proposal seeking an adjustment in the Contract Price if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense and the parties are

unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Owner's consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results required shall be submitted to Owner. Testing laboratories used by Contractor are subject to the approval of Owner. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Contractor shall give Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests. Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered

Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer. Tests required by the Contract Documents to be performed by Contractor that require test certificates to be submitted to Owner and Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

- a. "Recommended Requirements for Independent Laboratory Qualification,"

published by the American Council of Independent Laboratories.

- b. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction" as applicable.
- c. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Institute of Standards and Technology or accepted values of natural physical constants.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner or Engineer, Contractor shall, if requested by Owner or Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Owner and Engineer timely notice of Contractor's intention to cover the same and Owner and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Owner's Authority:* Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work and so as not to delay the Project, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Owner has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Owner, then Contractor shall, if requested by Owner, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Owner considers it necessary or advisable that covered Work be observed or inspected or tested, then Contractor, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to comply with any requirements of the Contract Documents, or fails to perform the Work in such a way that the completed Work will conform to the Contract

Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within two (2) business days of a written notice from Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work, or to remove and replace, or take reasonable steps to remove and replace, rejected Work in accordance with Paragraph 14.03.D or as required by Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Owner's consultants, access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- B. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. The Owner-approved version of the Application for Payment form, which includes information on completed Schedule of Values items, is to be used by the Contractor when making an Application for Progress Payment. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 1. At least by the 20th day of the month (but not more often than once a month), Contractor shall submit to the Owner a pencil copy of the pay application for review and approval. Once approved by the Owner, the Contractor shall submit the pay application, filled out and signed by Contractor covering the Work completed as of the date of the Application, and any other supporting documentation required by the Contract Documents or by the Owner. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all

Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld; including a certification that Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment, all using the form provided by Owner and included in the Project Manual.
3. *Retainage.* Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to Contractor, no additional funds shall be retained from payments for labor.
4. Contractor shall submit one original (unless a different quantity is otherwise agreed upon) on 8-1/2 by 11 paper of each lien waiver submitted.
5. Contractor shall submit six copies (unless a different quantity is otherwise agreed upon) of each pay request for approval.
6. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.
7. All stored equipment and materials for which payment is requested shall have five copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
8. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the

stored items shall not be invoiced until the item is installed.

9. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Owner's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

C. *Review of Applications:*

1. Owner will, within 10 working days after receipt of each Application for Payment, including each resubmittal, either approve and begin processing payment or return the Application to Contractor indicating in writing reasons for refusing payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. (Not used.)
3. Owner will make reductions in payment (set-offs) necessary to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents; or
 - f. the Contractor is in default of any other Agreement it has with the Owner.

D. Payment Becomes Due:

1. Thirty days after approval of the Application for Payment by Owner the amount will become due, and when due will be submitted to the appropriate funding sources for processing (up to 90 days) and payment to contractor.

E. Reductions in Payment by Owner:

1. In addition to any reductions in payment (set-offs), Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, Owner will give Contractor written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.
 4. Items entitling Owner to retain set-offs from the amount recommended include, but are not limited, to the following:
 - a. Compensation to Owner at an average rate of \$200 per each extra personnel hour for labor plus expenses, if applicable, because of the following Contractor-caused events:
 - 1) Return visits to manufacturing facilities to witness factory testing or retesting;
 - 2) Submittal review in excess of two reviews by Owner or Design Professional for substantially the same

Submittal, in accordance with Paragraph 7.16.E of these Modified General Conditions;

- 3) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby, in accordance with Paragraph 7.05 of these Modified General Conditions; and
- 4) Overtime worked by Contractor necessitating Engineer or anyone else to work overtime in accordance with Paragraph 7.02 of these Modified General Conditions.

- b. Liability for liquidated damages incurred by Owner as set forth in the Contract Documents.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete and request that Owner issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete, , then Owner will, within said 14 days, execute and deliver to Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected).

- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

- F. *Time for Completion of Items on Punch List and Remedies.* The time fixed by the Owner for the completion of all items on the list accompanying the certificate of Substantial Completion shall not be greater than thirty (30) days. The Contractor shall complete all items on the list within such 30-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use*

- A. Prior to Substantial Completion of all the Work, Owner may use any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 2. At any time Contractor may notify Owner in writing that Contractor considers any such part of the Work substantially complete and request a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Contractor in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. Within a reasonable time thereafter, Owner and Contractor shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner that such part of the Work is not ready for separate operation by Owner, Owner will finalize the list of items to be completed or corrected and will deliver such list to Contractor together with written direction as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing. During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.
 5. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.
- 15.05 *Final Inspection*
- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- 15.06 *Final Payment*
- A. *Application for Payment:*
 1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;

- c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. a Contractor's Waiver and Release Agreement for itself as of the date of Final Application for Payment and Subcontractors-Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.
3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
 4. If Contractor is required to pay prevailing wages, prior to final payment and in accordance with ORC 4115.05, Contractor and its Subcontractors shall each file with Owner an affidavit certifying their compliance with ORC 4115.03 to ORC 4115.16 regarding wages.

B. Owner's Review of Application and Acceptance:

1. If, on the basis of observation of the Work during construction and final inspection, , Owner is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, approve and begin to process Final Application for payment. Such payment shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Owner will also give written notice to Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing Final Application for Payment, in

which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's acceptance of Final Application for Payment
- D. *Payment Becomes Due:* Thirty days after approval of the final Application for Payment and accompanying documentation, the amount (less any further sum Owner is entitled to set off, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and when due will be submitted to appropriate funding sources for processing (up to 90 days) and payment to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations,

is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or limitation upon, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's disregard of the authority of Owner or Owner's representatives.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) three business days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within three business days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner shall be incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 *Owner May Terminate For Convenience*

- A. Upon three business days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including compensation as set forth in the schedule of values or Bid Form in the case of unit prices;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails to act on any Application for Payment within 60 days after it is submitted, or (3) Owner fails for 120 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written

notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 60 days after it is submitted, or Owner has failed for 120 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Litigation, Settlement, Methods, and Procedures.*

1. Any dispute, claim, or other matter not settled by negotiation or mediation, shall be determined by the Court of Common Pleas for Stark County, Ohio, which shall be exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court.
2. In addition to Owner's entitlement to attorneys' fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs, and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to

Owner and shall reimburse Owner for all attorneys' fees, costs, and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor any of Owner's officers, directors, members, partners,

employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the State of Ohio.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.09 *Equal Employment Opportunity and Non-Discrimination.*

- A. The Contractor shall comply with, and shall require all Subcontractors of any tier to comply with, the applicable equal employment opportunity and non-discrimination statute and regulations of the State of Ohio.



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.*)



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 fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 115-2018. Passed 5-14-18.)

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 182.05 and any payment on net profits under Section 182.06.
- 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.

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 182 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. 238-2015. Passed 11-30-15.)

7. Chapter 182.30 – Contract Provisions

a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall 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 182 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.



- b. By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
- (Ord. 238-2015. Passed 11-30-15.)*

8. 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, 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 or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)



STATEMENT OF CLAIM FORM

Claim No. ____ for Contractor

1. Name of Contractor: _____

2. Date written claim given: _____.

3. Contractor's representative to contact regarding the claim:

Name: _____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

6. Delay claims:

6.1 Date delay commenced: _____

6.2 Duration of the delay: _____

6.3 Apparent cause of the delay and part of critical path affected:

6.4 Impact of the delay and recommendations for minimizing such impact:

7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____



The City of Canton

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

Sworn to before me a notary public by _____ on _____, 20__.

Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND ENGINEER.



The City of Canton

INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Engineer that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions



The City of Canton

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this ____ day of _____, 20__,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (includes total amount due, plus penalties and interest thereon)
Stark	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in Stark County.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this ____ day of _____, 20__.

(Notary Public)

My commission expires
_____, 20__



The City of Canton

**CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: **Canton Water Department Materials Storage Building**

In consideration for payment received from the City of Canton (the "City") in the amount requested in Contractor's Final Application for Payment to the City, the receipt of which is hereby acknowledged, the undersigned Contractor hereby waives and releases any rights it has or may have to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the City, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the City, except for any Claims the undersigned has made by properly and timely submitting a written statement of its Claim. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

State of: _____ County of _____

Authorized Signature (Company Officer)

Subscribed and sworn to before me this _____

Title

day of _____

Notary Public: _____

Date

My Commission Expires: _____



The City of Canton

CITY OF CANTON

Canton Water Department Materials Storage Building Project

PRE-BID SUBSTITUTION FORM

Note. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided in the Instructions to Bidders. Substitutions, however, unless approved and issued in an Addendum, will not be considered in determining which bidder to award the contract to.

The detailed procedures for submitting substitutions are set forth in Paragraph K of the Instructions to Bidders.

Specification Section	Brand or Name Specified	Proposed Substitution

**PROJECT LABOR AGREEMENT
FOR THE
CANTON WATER DEPARTMENT STORAGE BUILDING PROJECT (TAG 580A)
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 Canton Water Department Storage Building Project (Project No. TAG 580A) (the "Project"). The purpose of this Agreement is to promote efficiency and cost-savings in the construction and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

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

Section 2. Limitation Of Agreement To Project. The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for

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

ARTICLE II

PURPOSE

Section 1. Purpose. The Canton City Water Department presently has certain facilities that are not adequate to store the Department's equipment and materials. Accordingly, it is necessary that a new Storage Building be constructed to provide for the needs of the Department. This Project will involve the erection of a new storage building facility. The facility will consist of a fabric membrane structure and will be erected on a concrete block foundation. This Project will also entail site grading and related work. The Project cost is \$200,000.00. This Project is also necessary to maintain the efficiency and integrity of Canton Water Department operations. The parties signatory to this Agreement pledge their complete good faith and trust toward the efficient 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 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 or its Water Department. 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.

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 are 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 Local 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 this Article II. 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 to manage 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 fringe benefits as established in the respective Union's Local Area 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, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout 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) eight hours 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 in accordance with Section 2 below.

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 local area 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 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 under the Rules of Federal Mediation and Conciliation Service.

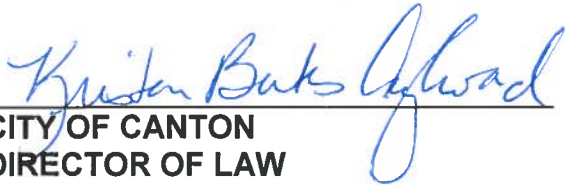
Section 2. Force of Agreement. The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in a delay of 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


Director of Public Service
2-21-19


APPROVED AS TO FORM 


CITY OF CANTON
DIRECTOR OF LAW


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


2/7/19


BRICKLAYERS LOCAL 6

By: 
Name: Justin M. Gortrell
Title: Field Rep
Date: 2-13-19

ELECTRICIANS LOCAL NO. 540

By: 
Name: Aaron M. Brown
Title: Business Manager / F.S.
Date: 2/1/2019

GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92

By: 
Name: Warren Brustoski
Title: B.A.
Date: 2-13-19

GLAZIERS LOCAL NO. 1162

By: Scott Harter
Name: Scott Harter
Title: B.A.
Date: 2-6-19

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

By: Jason Peasix
Name: Jason Peasix
Title: BUSINESS MANAGER
Date: 2/6/19

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

By: Kevin M. Ennis II
Name: Kevin M. Ennis II
Title: Senior Representative
Date: 1/29/19

IRONWORKERS LOCAL NO. 550

By: William V. Sherer II

Name: William V. Sherer II

Title: Business Manager

Date: 2-8-19

LABORERS LOCAL NO. 1015

By: Jake Croston Jr

Name: JAKE Croston Jr

Title: Business Manager

Date: 2/6/19

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

By: Greg Daniels

Name: GREG DANIELS

Title: BUSINESS MANAGER

Date: 2-13-19

PAINTERS LOCAL NO. 603

By: Scott Herter
Name: Scott Herter
Title: B.A.
Date: 2-6-19

PLUMBERS, PIPEFITTERS AND REFRIGERATION LOCAL NO. 94

By: Dave Kluwen
Name: DAVE KLUWEN
Title: BUSINESS MANAGER
Date: 2/7/19

ROOFERS, LOCAL UNION NO. 88

By: Barbara A. Dixon
Name: BARBARA A. DIXON
Title: Business Manager
Date: 2-1-2019

**SHEET METAL WORKERS LOCAL
NO. 33**

By: 

Name: Harry Durand

Title: BUSINESS ~~AGENT~~ AGENT

Date: 2.6.19

**SPRINKLER FITTERS LOCAL
NO. 669**

By: _____

Name: _____

Title: _____

Date: _____

BOLIVIA LOCAL 744
Martin J. Mahon
MARTIN J. MAHON
BUS. MGR.
2.6.2019

APPENDIX 1

LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE CANTON WATER DEPARTMENT STORAGE BUILDING (TAG 580A)

Pursuant to Article I, Section 1 of the Project Labor Agreement (the "Agreement") for the Canton Water Department Storage Building (TAG 580A) 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:

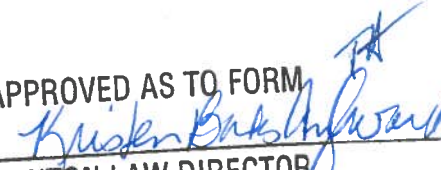
(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPROVED AS TO FORM

CANTON LAW DIRECTOR

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.

PREVAILING WAGE COORDINATOR

The City of Canton has designated Cheryl Southwell as Prevailing Wage Coordinator, in accordance with Section 4115.071 of the Ohio Revised Code.

Her office is located at City of Canton, 218 Cleveland Ave SW, Canton, Ohio 47702
Cheryl Southwell: 330-438-4183

CONTRACTORS SUBMISSIONS TO THE WAGE COORDINATOR:

- 1) Contractors are required to supply to the Wage Coordinator, **a schedule of the dates during the life of the contract with City of Canton on which they are required to pay wages to the employees.** See Section 4115.03 (A) (2)
- 2) Contractors shall also deliver to the Wage Coordinator **a certified copy of the payroll within two weeks after the initial pay date and supplemental reports for each month thereafter, which shall exhibit for each employee, their name, current address, social security number, job classification, number of hours worked for project, rate of pay, project gross pay, fringe payments, total hours all jobs, total gross all jobs, and deductions from their wages.** See Section 4115.03 (A) (3)
- 3) If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. See Section 4115.03 (A) (6) (C)
- 4) The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and **include a State of Compliance** stating that the payroll is correct and complete and that during the payroll period, all persons employed on said project have been paid the full weekly wages earned, that no rebates have or will be made either directly or indirectly to, or on behalf of said contractor or subcontractor for the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions. See Section 4115.03 (A) (6) (C)
- 5) Contractors will also provide **each month a copy of any Labor Union Fringe Benefit Fund reports that they submitted to the unions.** See Section 4115.03

PREVAILING WAGE COORDINATOR MONITORING PROCEDURES

The wage Coordinator's duties are those specified in Section 4115.071 and shall include:

- 1 Attend Pre-Construction Meetings to advise contractor of Prevailing Wage responsibilities
- 2 Wage Coordinator has the authority to spot check employees pay checks in the field on the scheduled pay days for full compliance, with regard to the prevailing wage rates, including benefits.

- 3 Wage Coordinator shall visit the project site to get names of employees performing work on the project site, to cross check with payroll reports submitted.
- 4 Wage Coordinator shall verify the subcontractors performing work on the project site with regard to whether they have been approved by the contracting authority.
- 5 Wage Coordinator shall check to see that the prevailing wages are posted on the project site in a place accessible to employees.
- 6 Ascertain that the statement of compliance accompanying the certified payroll is the correct one for the project
- 7 Wage Coordinator has the right to request any addition information they feel is required for proper wage verification.
- 8 Contact Contractors of delinquent payrolls
- 9 Notify contractors when necessary to request payroll corrections
- 10 Investigate wage complaints ,by self or with Ohio Department of Commerce Division of Labor & Worker Safety

PAYROLL DATES PREVAILING WAGE LAW

Instructions to the Contractor: Please read the following and provide the required information noted on this form. This document must be submitted to the Prevailing Wage Coordinator for the public authority on or before your company begins any work under a contract for a public improvement. This requirement is also applicable to your subcontractors. Please make a copy of this document available to them. The prevailing wage laws state that contractors are responsible for their subcontractors.

.....

_____ will begin performance under contract on the
(Name of Contractor)

_____ project on _____
(Name and Location of Project) (Start Date)

and will conclude work on said project on _____.
(End Date, if known)

In accordance with Section 4115.071 (C) of the Ohio Revised Code, listing of payroll dates, I hereby submit the following schedule of dates that my company is required to pay wages to its workers while on this project.
NOTE: If the life of the project is expected to be over three (3) months in length, provide only the days of the week your pay period starts and ends, plus the day you pay your workers.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts: _____ Day Pay Period Ends: _____

Pay Day: _____

I acknowledge that I am required by section 4115.071 (C) of the Ohio Revised Code that I must submit a copy of my company's certified payroll records for this project to the Prevailing Wage Coordinator of the public authority within two weeks of the initial pay date listed above. I further acknowledge that I am responsible to collect and submit my subcontractor's prevailing wage documents, including their certified payroll records in accordance with the law.

(Contractor's Signature and Title)

(Company Name)

(Date)

LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

FEDERAL I.D.# _____

RE: _____

(Project Name)

(Project Number)

(Address)

_____ hereby authorizes

(Company Officer/Owner-Title)

_____ as the person to

complete and sign all certified payroll forms for the above project.

BY: _____

(Print Name)

(Signature)

(Title)

Sworn and subscribed in my presence this _____ day of _____ 20__

Notary Public

FRINGE BENEFITS

PLEASE COMPLETE THIS FORM AND RETURN IT TO THE ADDRESS BELOW.

_____ FRINGE BENEFITS ARE ALL PAID IN CASH TO THE EMPLOYEE.

_____ FRINGE BENEFITS ARE PAID IN CASH AND TO THE BENEFIT PROGRAMS LISTED BELOW.

_____ FRINGE BENEFITS ARE ALL PAID TO THE FOLLOWING BENEFIT PROGRAMS:

HEALTH & WELFARE PLAN: _____

ADDRESS: _____

PENSION PLAN: _____

ADDRESS: _____

APPRENTICESHIP PROGRAM: _____

YOUR COMPANY IS: _____ UNION _____ NON-UNION

YOUR COMPANY PAYS ALL EMPLOYEES: _____ WEEKLY _____ BI-WEEKLY

FORWARD A BLANK FORM TO EACH SUBCONTRACTOR ON THE PROJECT FOR COMPLETION.
RETURN ALL FORMS TO:

CITY OF CANTON
218 CLEVELAND AVE SW
CANTON, OHIO 44702
ATTN: PREVAILING WAGE COORDINATOR

CONTRACTOR'S NAME: _____

ADDRESS: _____

PROJECT NAME: _____

PREVAILING WAGE NOTIFICATION to EMPLOYEE

4115.05the contractor or subcontractor shall furnish each employee not covered by a collective bargaining agreement written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Job Number.
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name: City of Canton Attn: Cheryl Southwell	Name:
Street: 218 Cleveland Ave SW 6th Floor	Street:
City: Canton	City:
State/Zip: Ohio 44702	State/Zip:
Phone: 330-438-4183	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits:	Your hourly base rate:

Hourly fringe benefits paid on your behalf by this company:

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		Total Hourly Fringes	

Contractor's Signature:	Date:
Employee's Signature:	Date:

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

Certified Payroll Heading:

Employer name and address: Company's full name and address... Indicate if the company is a subcontractor.
Subcontractor: Check and list the name of the General Contractor or Prime.
Project: Name and location of the project, including county.
Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).
Week Ending: Month, day, and year for last day of reporting period.
Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.
Page indicator: number of pages included in the report.
Project Number: Determined by the public authority... If there is no number leave blank.

Payroll Information by column:

- Employee Name, Address and Social Security number:** This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- Work Class:** List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".
- Hours Worked, Day & Date:** In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- Project Total Hours:** Total the hours entered for pay period.
- Base Rate:** Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- Project Gross:** Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
- Fringes:** If fringe benefits are paid in the hourly base rate, indicate this by marking the Cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved Plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
- Total Hours All Jobs:** Total all hours worked during the pay period including non-prevailing wage jobs.
- Total Gross All Jobs:** Gross amount earned in the pay period for all hours worked.
- Self explanatory.
- Self explanatory.

- (a) The number of hours worked in each day and the total number of hours worked each week.
 4. Hourly rate for each employee.
 - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
 6. Gross amount earned on all projects during the pay period.
 7. Total deductions from employee's wages.
 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

CERTIFIED PAYROLL REPORT

Employer Name & Address		Name of General / Prime Contractor			Project Name & Location				Contracting Public Authority										
Check if subcontractor <input type="checkbox"/>		Week Ending			Payroll #				Project Number										
					Page _____ Of _____														
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date					4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes:					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
										Cash <input type="checkbox"/>	Approved Plans <input type="checkbox"/>	Cash & Approved Plans <input type="checkbox"/>	H&W	Pens					
		OT																	
		ST																	
		OT																	
		ST																	
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Date _____ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title _____

Signature _____

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

PREVAILING WAGES

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

of the _____,
(Company Name), do hereby certify that the

wages paid to all employees for the full number of hours worked in connection with the Contract to the
Improvement, Repair and Construction of:

(Project name and location of the project)

during the following period from _____ to _____

in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly
or indirectly made 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, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

Prevailing Wage Determination Cover Letter

County: STARK
Determination Date: 03/21/2019
Expiration Date: 06/21/2019

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

**THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU.
(Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing
Wage law.)**

wh1500

of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County: (post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion)

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : CN01-2008Loc744

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

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

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

Ratio :

Jurisdiction (* denotes special 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 :

9 Journeymen to 3 Apprentice
13 Journeymen to 4 Apprentice

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 8 Tile Finisher

Change # : LCN01-2014fbLoc8

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 Marble Terrazzo Finisher	\$23.17		\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$36.96	\$48.55
Resilient flooring Wood Laminate Carpet Carpet Tile Finisher	\$13.34		\$5.00	\$7.23	\$0.00	\$0.00	\$0.00	\$0.26	\$0.00	\$0.00	\$25.83	\$32.50
New Employees	Percent											
1st 30 days	59.89	\$13.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.88	\$20.81
2nd 30 days thru 6 months	59.89	\$13.88	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.88	\$25.81
2nd 6 months	69.90	\$16.20	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$29.99	\$38.08
3rd 6 months	74.93	\$17.36	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$31.15	\$39.83
4th 6 months	79.88	\$18.51	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$32.30	\$41.55
5th 6 months	84.88	\$19.67	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$33.46	\$43.29
6th 6 months	89.88	\$20.83	\$5.00	\$7.85	\$0.20	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$34.62	\$45.03

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 # : LCN1-2018fbLoc6

Craft : Bricklayer Effective Date : 06/01/2018 Last Posted : 05/30/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter	\$25.05	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.26	\$50.79
Marble Mason	\$25.05	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.26	\$50.79
Terrazzo worker	\$25.05	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.26	\$50.79
Finisher Support	\$22.46	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.67	\$46.90
APPRENTICE Finisher Support Only											
1st 30 days	\$13.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.48	\$20.22
30 days-6 months	\$13.48	\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.48	\$27.22
2ND 6 months	\$15.72	\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$36.77
3RD 6 months	\$16.85	\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.04	\$38.47
4TH 6 months	\$17.97	\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.16	\$40.15
5TH 6 months	\$19.09	\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.28	\$41.83
6TH 6 months	\$20.21	\$7.00	\$5.63	\$0.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.40	\$43.51
Apprentice Percent											
1st 30 Days	60.00	\$15.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.03	\$22.54
30 days- 6 months	60.00	\$15.03	\$7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.03	\$29.54
2nd 6 months	70.00	\$17.53	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$30.74	\$39.51
3rd 6 months	75.00	\$18.79	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$32.00	\$41.39
4th 6 months	80.00	\$20.04	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$33.25	\$43.27
5th 6 months	85.00	\$21.29	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$34.50	\$45.15
6th 6 months	90.00	\$22.55	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$35.76	\$47.03
7th 6 months	95.00	\$23.80	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$37.01	\$48.91

8th 6 months	95.00	\$23.80	\$7.00	\$5.63	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.01	\$48.91
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Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

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

Ratio :

4 Journeymen to 1 Apprentice
 6 Journeymen to 1 Apprentice (Thereafter)

Jurisdiction (* denotes special jurisdictional note) :

BELMONT, CARROLL, HARRISON,
 JEFFERSON, MONROE, STARK,
 TUSCARAWAS

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Commercial NE Zone 2B

Change # : LCN01-2018fbLocNEZone2B

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter	\$26.20		\$6.77	\$9.37	\$0.45	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$43.36	\$56.46
Apprentice	Percent											
1st 3 Months	60.00	\$15.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.72	\$23.58
2nd 3 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
2nd 6 Months is 1st year	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
3rd 6 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
4th 6 Months is 2nd year	60.00	\$15.72	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.94	\$30.80
5th 6 Months	70.00	\$18.34	\$6.77	\$6.56	\$0.45	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$32.52	\$41.69
6th 6 Months is 3rd year	75.00	\$19.65	\$6.77	\$7.03	\$0.45	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$34.33	\$44.16
7th 6 Months	80.00	\$20.96	\$6.77	\$7.50	\$0.45	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$36.14	\$46.62
8th 6 Months is 4th year	85.00	\$22.27	\$6.77	\$7.96	\$0.45	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$37.93	\$49.07

Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M3

Change # : LCN01-2018fbLocNEZoneM3

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Millwright	\$26.06		\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$44.17	\$57.20
Certified Welder	\$27.06		\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$45.17	\$58.70
Lay-Out Man on Monorail	\$27.56		\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$45.67	\$59.45
Apprentice	Percent											
1st 6 months	60.00	\$15.64	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$33.75	\$41.56
2nd 6 months	60.00	\$15.64	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$33.75	\$41.56
3rd 6 months	62.00	\$16.16	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$34.27	\$42.35
4th 6 months	65.50	\$17.07	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$35.18	\$43.71
5th 6 months	69.00	\$17.98	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$36.09	\$45.08
6th 6 months	72.50	\$18.89	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$37.00	\$46.45
7th 6 months	76.00	\$19.81	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$37.92	\$47.82
8th 6 months	80.00	\$20.85	\$6.80	\$9.10	\$0.45	\$0.00	\$1.71	\$0.05	\$0.00	\$0.00	\$38.96	\$49.38

Special Calculation Note : Other \$0.05 is UBC Millwright Promotional Fund

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging,

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

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 *fringe 6.20*

	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 Insulation NE Zone 2B

Change # : LCN01-2018fbLocNEZone2B

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Insulation	\$20.96		\$6.77	\$9.37	\$0.45	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$38.12	\$48.60
Apprentice	Percent											
1st 3 months	50.00	\$10.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.48	\$15.72
2nd 3 months	50.00	\$10.48	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70	\$22.94
2nd 6 months	50.00	\$10.48	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70	\$22.94
3rd 6 months	55.00	\$11.53	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.75	\$24.51
4th 6 months	60.00	\$12.58	\$6.77	\$0.00	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.80	\$26.08
5th 6 months	70.00	\$14.67	\$6.77	\$6.56	\$0.45	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$28.85	\$36.19
6th 6 months	75.00	\$15.72	\$6.77	\$7.03	\$0.45	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$30.40	\$38.26
7th 6 months	80.00	\$16.77	\$6.77	\$7.50	\$0.45	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$31.95	\$40.33
8th 6 months	85.00	\$17.82	\$6.77	\$7.96	\$0.45	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$33.48	\$42.38

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

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P3

Change # : LCN01-2018fbLocNEZoneP3

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Pile Driver	\$26.01		\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$43.91	\$56.92
Diver	\$39.02		\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$56.92	\$76.43
Certified Welder	\$27.06		\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$44.96	\$58.49
Apprentice	Percent											
1st 6 months	60.00	\$15.61	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$33.51	\$41.31
2nd 6 months	60.00	\$15.61	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$33.51	\$41.31
3rd 6 months	62.00	\$16.13	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$34.03	\$42.09
4th 6 months	65.50	\$17.04	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$34.94	\$43.45
5th 6 months	69.00	\$17.95	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$35.85	\$44.82
6th 6 months	72.50	\$18.86	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$36.76	\$46.19
7th 6 months	76.00	\$19.77	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$37.67	\$47.55
8th 6 months	80.00	\$20.81	\$6.70	\$9.10	\$0.45	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$38.71	\$49.11

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

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

STARK, WAYNE, CARROLL, TUSCARAWAS

Special Jurisdictional Note :

Details :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling,

erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile 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.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer NE Zone 2B

Change # : LCN01-2018fbLocNEZone2B

Craft : Carpenter Effective Date : 09/19/2018 Last Posted : 09/19/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Floorlayer	\$26.20		\$6.77	\$9.37	\$0.47	\$0.00	\$0.57	\$0.00	\$0.00	\$0.00	\$43.38	\$56.48
Apprentice	Percent											
1st 3 Months	60.00	\$15.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.72	\$23.58
2nd 3 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
2nd 6 Months is 1st year	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
3rd 6 Months	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
4th 6 Months is 2nd year	60.00	\$15.72	\$6.77	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.96	\$30.82
5th 6 Months	70.00	\$18.34	\$6.77	\$6.56	\$0.47	\$0.00	\$0.40	\$0.00	\$0.00	\$0.00	\$32.54	\$41.71
6th 6 Months is 3rd year	75.00	\$19.65	\$6.77	\$7.03	\$0.47	\$0.00	\$0.43	\$0.00	\$0.00	\$0.00	\$34.35	\$44.17
7th 6 Months	80.00	\$20.96	\$6.77	\$7.50	\$0.47	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$36.16	\$46.64
8th 6 Months is 4th year	85.00	\$22.27	\$6.77	\$7.96	\$0.47	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$37.95	\$49.08

Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

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.

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.

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 # : LCN01-2019fbLoc540in

Craft : Electrical Effective Date : 01/09/2019 Last Posted : 01/09/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$32.55		\$6.20	\$8.45	\$1.00	\$3.26	\$3.60	\$1.07	\$0.00	\$0.00	\$56.13	\$72.40
Apprentice	Percent											
1st 1000 hrs	40.00	\$13.02	\$6.20	\$0.00	\$0.35	\$0.00	\$0.00	\$0.39	\$0.00	\$0.00	\$19.96	\$26.47
2nd 1000 hrs	45.00	\$14.65	\$6.20	\$0.00	\$0.39	\$0.00	\$0.00	\$0.44	\$0.00	\$0.00	\$21.68	\$29.00
3rd 1500 hrs	50.00	\$16.27	\$6.20	\$1.69	\$0.48	\$1.30	\$0.72	\$0.53	\$0.00	\$0.00	\$27.19	\$35.33
4th 1500 hrs	60.00	\$19.53	\$6.20	\$3.38	\$0.59	\$1.56	\$1.44	\$0.63	\$0.00	\$0.00	\$33.33	\$43.10
5th 1500 hrs	70.00	\$22.78	\$6.20	\$5.07	\$0.70	\$1.82	\$2.16	\$0.74	\$0.00	\$0.00	\$39.48	\$50.87
6th 1500 hrs	80.00	\$26.04	\$6.20	\$6.76	\$0.81	\$2.08	\$2.88	\$0.84	\$0.00	\$0.00	\$45.61	\$58.63

Special Calculation Note : OTHER = (NEBF) National Electrical Benefit Fund. Vacation contribution is equal to 8% of the gross weekly wages.

Ratio :

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

- 1-3 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*

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 # : LCN01-2019fbLoc540in

Craft : Electrical Effective Date : 01/09/2019 Last Posted : 01/09/2019

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$32.55		\$6.20	\$8.45	\$1.00	\$3.26	\$3.60	\$1.07	\$0.00	\$0.00	\$56.13	\$72.40
CE-3 12,001-14,000 Hrs	\$25.00		\$5.95	\$0.00	\$0.82	\$0.00	\$0.75	\$0.75	\$0.00	\$0.00	\$33.27	\$45.77
CE-2 10,001-12,000 Hrs	\$19.64		\$5.95	\$0.00	\$0.82	\$0.00	\$0.59	\$0.59	\$0.00	\$0.00	\$27.59	\$37.41
CE-1 8,001-10,000 Hrs	\$17.86		\$5.95	\$0.00	\$0.82	\$0.00	\$0.54	\$0.54	\$0.00	\$0.00	\$25.71	\$34.64
CW-4 6,001-8,000 Hrs	\$16.07		\$5.95	\$0.00	\$0.82	\$0.00	\$0.48	\$0.48	\$0.00	\$0.00	\$23.80	\$31.83
CW-3 4,001-6,000 Hrs	\$14.28		\$5.95	\$0.00	\$0.82	\$0.00	\$0.43	\$0.43	\$0.00	\$0.00	\$21.91	\$29.05
CW-2 2,001-4,000 Hrs	\$13.39		\$5.95	\$0.00	\$0.82	\$0.00	\$0.40	\$0.40	\$0.00	\$0.00	\$20.96	\$27.65
CW-1 0-2,000 Hrs	\$12.50		\$5.95	\$0.00	\$0.82	\$0.00	\$0.38	\$0.38	\$0.00	\$0.00	\$20.03	\$26.28
Apprentice	Percent											
1st 1000 hrs	40.00	\$13.02	\$6.20	\$0.00	\$0.35	\$0.00	\$0.00	\$0.39	\$0.00	\$0.00	\$19.96	\$26.47
2nd 1000 hrs	45.00	\$14.65	\$6.20	\$0.00	\$0.39	\$0.00	\$0.00	\$0.44	\$0.00	\$0.00	\$21.68	\$29.00
3rd 1500 hrs	50.00	\$16.27	\$6.20	\$1.69	\$0.48	\$1.30	\$0.72	\$0.53	\$0.00	\$0.00	\$27.19	\$35.33
4th 1500 hrs	60.00	\$19.53	\$6.20	\$3.38	\$0.59	\$1.56	\$1.44	\$0.63	\$0.00	\$0.00	\$33.33	\$43.10
5th 1500 hrs	70.00	\$22.78	\$6.20	\$5.07	\$0.70	\$1.82	\$2.16	\$0.74	\$0.00	\$0.00	\$39.48	\$50.87
6th 1500 hrs	80.00	\$26.04	\$6.20	\$6.76	\$0.81	\$2.08	\$2.88	\$0.84	\$0.00	\$0.00	\$45.61	\$58.63

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

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 :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 540 Voice Data Video

Change # : LCN03-2018fbLoc540VDV

Craft : Voice Data Video Effective Date : 10/03/2018 Last Posted : 10/03/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician	\$21.65		\$6.00	\$4.59	\$0.54	\$2.16	\$1.63	\$0.71	\$0.00	\$0.00	\$37.28	\$48.11
Cable Puller	\$10.83		\$6.00	\$4.59	\$0.27	\$1.08	\$1.63	\$0.36	\$0.00	\$0.00	\$24.76	\$30.17
Apprentice	Percent											
1st period	55.00	\$11.91	\$6.00	\$0.00	\$0.27	\$0.00	\$0.00	\$0.36	\$0.00	\$0.00	\$18.54	\$24.49
2nd period	65.00	\$14.07	\$6.00	\$0.00	\$0.34	\$1.13	\$0.00	\$0.46	\$0.00	\$0.00	\$22.00	\$29.04
3rd period	75.00	\$16.24	\$6.00	\$4.59	\$0.39	\$1.30	\$1.63	\$0.53	\$0.00	\$0.00	\$30.68	\$38.80
4th period	80.00	\$17.32	\$6.00	\$4.59	\$0.42	\$1.39	\$1.63	\$0.56	\$0.00	\$0.00	\$31.91	\$40.57
5th period	85.00	\$18.40	\$6.00	\$4.59	\$0.45	\$1.47	\$1.63	\$0.60	\$0.00	\$0.00	\$33.14	\$42.34
6th period	90.00	\$19.48	\$6.00	\$4.59	\$0.47	\$1.56	\$1.63	\$0.63	\$0.00	\$0.00	\$34.37	\$44.11

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

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

Ratio :

1-3 Journeyman to 2 Apprentice
4-6 Journeyman to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Details :

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

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

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

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2018fbLoc7

Craft : Lineman Effective Date : 03/28/2018 Last Posted : 03/28/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Lineman	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58
Certified Lineman Welder	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58
Certified Cable Splicer	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58
Operator A	\$37.98	\$5.75	\$1.14	\$0.38	\$0.00	\$8.36	\$0.35	\$0.00	\$0.00	\$53.96	\$72.95
Operator B	\$33.67	\$5.75	\$1.01	\$0.34	\$0.00	\$7.41	\$0.35	\$0.00	\$0.00	\$48.53	\$65.36
Operator C	\$27.18	\$5.75	\$0.82	\$0.27	\$0.00	\$5.98	\$0.35	\$0.00	\$0.00	\$40.35	\$53.94
Groundman 0-12 months Exp	\$21.16	\$5.75	\$0.63	\$0.21	\$0.00	\$4.66	\$0.35	\$0.00	\$0.00	\$32.76	\$43.34
Groundman 0-12 months Exp w/CDL	\$23.28	\$5.75	\$0.70	\$0.23	\$0.00	\$5.12	\$0.35	\$0.00	\$0.00	\$35.43	\$47.07
Groundman 1 yr or more	\$23.28	\$5.75	\$0.70	\$0.23	\$0.00	\$5.12	\$0.35	\$0.00	\$0.00	\$35.43	\$47.07
Groundman 1 yr or more w/CDL	\$27.51	\$5.75	\$0.83	\$0.28	\$0.00	\$6.05	\$0.35	\$0.00	\$0.00	\$40.77	\$54.53
Equipment Mechanic A	\$33.67	\$5.75	\$1.01	\$0.34	\$0.00	\$7.41	\$0.35	\$0.00	\$0.00	\$48.53	\$65.36
Equipment Mechanic B	\$30.42	\$5.75	\$0.91	\$0.30	\$0.00	\$6.69	\$0.35	\$0.00	\$0.00	\$44.42	\$59.63
Equipment Mechanic C	\$27.18	\$5.75	\$0.82	\$0.27	\$0.00	\$5.98	\$0.35	\$0.00	\$0.00	\$40.35	\$53.94
X-Ray Technician	\$42.32	\$5.75	\$1.27	\$0.42	\$0.00	\$9.31	\$0.35	\$0.00	\$0.00	\$59.42	\$80.58

Apprentice	Percent											
	60.00	\$25.39	\$5.75	\$0.76	\$0.25	\$0.00	\$5.59	\$0.35	\$0.00	\$0.00	\$38.09	\$50.79

1st 1000 hrs													
2nd 1000 hrs	65.00	\$27.51	\$5.75	\$0.83	\$0.28	\$0.00	\$6.05	\$0.35	\$0.00	\$0.00	\$40.77	\$54.52	
3rd 1000 hrs	70.00	\$29.62	\$5.75	\$0.89	\$0.30	\$0.00	\$6.52	\$0.35	\$0.00	\$0.00	\$43.43	\$58.25	
4th 1000 hrs	75.00	\$31.74	\$5.75	\$0.95	\$0.32	\$0.00	\$6.98	\$0.35	\$0.00	\$0.00	\$46.09	\$61.96	
5th 1000 hrs	80.00	\$33.86	\$5.75	\$1.02	\$0.34	\$0.00	\$7.45	\$0.35	\$0.00	\$0.00	\$48.77	\$65.69	
6th 1000 hrs	85.00	\$35.97	\$5.75	\$1.08	\$0.36	\$0.00	\$7.91	\$0.35	\$0.00	\$0.00	\$51.42	\$69.41	
7th 1000 hrs	90.00	\$38.09	\$5.75	\$1.14	\$0.38	\$0.00	\$8.38	\$0.35	\$0.00	\$0.00	\$54.09	\$73.13	

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 than 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 # : LCN01-2018fbLoc7

Craft : Lineman Effective Date : 03/28/2018 Last Posted : 03/28/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$40.12	\$5.75	\$1.20	\$0.40	\$0.00	\$8.83	\$0.35	\$0.00	\$0.00	\$56.65	\$76.71	
Substation Technician	\$40.12	\$5.75	\$1.20	\$0.40	\$0.00	\$8.83	\$0.35	\$0.00	\$0.00	\$56.65	\$76.71	
Cable Splicer	\$41.99	\$5.75	\$1.26	\$0.42	\$0.00	\$9.24	\$0.35	\$0.00	\$0.00	\$59.01	\$80.00	
Operator A	\$36.01	\$5.75	\$1.08	\$0.36	\$0.00	\$7.92	\$0.35	\$0.00	\$0.00	\$51.47	\$69.47	
Operator B	\$31.90	\$5.75	\$0.96	\$0.32	\$0.00	\$7.02	\$0.35	\$0.00	\$0.00	\$46.30	\$62.25	
Operator C	\$25.73	\$5.75	\$0.77	\$0.26	\$0.00	\$5.66	\$0.35	\$0.00	\$0.00	\$38.52	\$51.39	
Groundman 0-12 months Exp	\$20.06	\$5.75	\$0.60	\$0.20	\$0.00	\$4.41	\$0.35	\$0.00	\$0.00	\$31.37	\$41.40	
Groundman 0-12 months Exp w/CDL	\$22.07	\$5.75	\$0.66	\$0.22	\$0.00	\$4.86	\$0.35	\$0.00	\$0.00	\$33.91	\$44.95	
Groundman 1 yr or more	\$22.07	\$5.75	\$0.66	\$0.22	\$0.00	\$4.86	\$0.35	\$0.00	\$0.00	\$33.91	\$44.95	
Groundman 1 yr or more w/CDL	\$26.08	\$5.75	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.96	\$52.00	
Equipment Mechanic A	\$31.90	\$5.75	\$0.96	\$0.32	\$0.00	\$7.02	\$0.35	\$0.00	\$0.00	\$46.30	\$62.25	
Equipment Mechanic B	\$28.83	\$5.75	\$0.86	\$0.29	\$0.00	\$6.34	\$0.35	\$0.00	\$0.00	\$42.42	\$56.84	
Equipment Mechanic C	\$25.73	\$5.75	\$0.77	\$0.26	\$0.00	\$5.66	\$0.35	\$0.00	\$0.00	\$38.52	\$51.39	
Line Truck w/uuger	\$28.39	\$5.75	\$0.85	\$0.28	\$0.00	\$6.25	\$0.35	\$0.00	\$0.00	\$41.87	\$56.07	
Apprentice	Percent											
1st 1000 hrs	60.00	\$24.07	\$5.75	\$0.72	\$0.24	\$0.00	\$5.30	\$0.35	\$0.00	\$0.00	\$36.43	\$48.47
2nd 1000 hrs	65.00	\$26.08	\$5.75	\$0.78	\$0.26	\$0.00	\$5.74	\$0.35	\$0.00	\$0.00	\$38.96	\$52.00
3rd 1000 hrs	70.00	\$28.08	\$5.75	\$0.84	\$0.28	\$0.00	\$6.18	\$0.35	\$0.00	\$0.00	\$41.48	\$55.53
4th 1000 hrs	75.00	\$30.09	\$5.75	\$0.90	\$0.30	\$0.00	\$6.62	\$0.35	\$0.00	\$0.00	\$44.01	\$59.05
	80.00	\$32.10	\$5.75	\$0.96	\$0.32	\$0.00	\$7.06	\$0.35	\$0.00	\$0.00	\$46.54	\$62.58

hrs												
6th 1000 hrs	85.00	\$34.10	\$5.75	\$1.02	\$0.34	\$0.00	\$7.50	\$0.35	\$0.00	\$0.00	\$49.06	\$66.11
7th 1000 hrs	90.00	\$36.11	\$5.75	\$1.08	\$0.36	\$0.00	\$7.94	\$0.35	\$0.00	\$0.00	\$51.59	\$69.64

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 than 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 # : LCN01-2018fbLoc71CentralOhio

Craft : Lineman Effective Date : 03/21/2018 Last Posted : 03/21/2018

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Lineman	\$37.36	\$5.75	\$1.12	\$0.37	\$0.00	\$6.72	\$0.06	\$0.00	\$0.00	\$51.38	\$70.06
Traffic Signal & Lighting Journeyman	\$35.93	\$5.75	\$1.08	\$0.36	\$0.00	\$6.47	\$0.06	\$0.00	\$0.00	\$49.65	\$67.61
Equipment Operator	\$32.84	\$5.75	\$0.99	\$0.33	\$0.00	\$5.91	\$0.06	\$0.00	\$0.00	\$45.88	\$62.30
Groundman 0-12 months (W/O CDL)	\$19.98	\$5.75	\$0.60	\$0.20	\$0.00	\$3.60	\$0.06	\$0.00	\$0.00	\$30.19	\$40.18
Groundman 0-12 months (W/CDL) plus	\$21.83	\$5.75	\$0.65	\$0.22	\$0.00	\$3.93	\$0.06	\$0.00	\$0.00	\$32.44	\$43.35
Groundsman greater than 1 Year (W/CDL)	\$23.65	\$5.75	\$0.71	\$0.24	\$0.00	\$4.26	\$0.06	\$0.00	\$0.00	\$34.67	\$46.50
Traffic Signal Apprentices											
1st 1,000 hours	\$21.56	\$5.75	\$0.65	\$0.22	\$0.00	\$3.88	\$0.06	\$0.00	\$0.00	\$32.12	\$42.90
2nd 1,000 hours	\$23.35	\$5.75	\$0.70	\$0.23	\$0.00	\$4.20	\$0.06	\$0.00	\$0.00	\$34.29	\$45.97
3rd 1,000 hours	\$25.15	\$5.75	\$0.75	\$0.25	\$0.00	\$4.53	\$0.06	\$0.00	\$0.00	\$36.49	\$49.07
4th 1,000 hours	\$26.95	\$5.75	\$0.81	\$0.27	\$0.00	\$4.85	\$0.06	\$0.00	\$0.00	\$38.69	\$52.17
5th 1,000 hours	\$28.74	\$5.75	\$0.86	\$0.29	\$0.00	\$5.17	\$0.06	\$0.00	\$0.00	\$40.87	\$55.24
6th 1,000 hours	\$32.34	\$5.75	\$0.97	\$0.32	\$0.00	\$5.82	\$0.06	\$0.00	\$0.00	\$45.26	\$61.43
Apprentice Lineman	Percent										
1st 1,000 Hours	60.00	\$22.42	\$5.75	\$0.67	\$0.22	\$4.04	\$0.06	\$0.00	\$0.00	\$33.16	\$44.36

2nd 1,000 Hours	65.00	\$24.28	\$5.75	\$0.73	\$0.24	\$0.00	\$4.37	\$0.06	\$0.00	\$0.00	\$35.43	\$47.58
3rd 1,000 Hours	70.00	\$26.15	\$5.75	\$0.78	\$0.26	\$0.00	\$4.71	\$0.06	\$0.00	\$0.00	\$37.71	\$50.79
4th 1,000 Hours	75.00	\$28.02	\$5.75	\$0.84	\$0.28	\$0.00	\$5.04	\$0.06	\$0.00	\$0.00	\$39.99	\$54.00
5th 1,000 Hours	80.00	\$29.89	\$5.75	\$0.90	\$0.30	\$0.00	\$5.38	\$0.06	\$0.00	\$0.00	\$42.28	\$57.22
6th 1,000 Hours	85.00	\$31.76	\$5.75	\$0.95	\$0.32	\$0.00	\$5.72	\$0.06	\$0.00	\$0.00	\$44.56	\$60.43
7th 1,000 Hours	90.00	\$33.62	\$5.75	\$1.01	\$0.34	\$0.00	\$6.05	\$0.06	\$0.00	\$0.00	\$46.83	\$63.65

Special Calculation Note : Other is 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.

fiber.

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

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

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

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

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

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

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

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.

adjusted higher on a job-to job basis with the approval of the business manager and/or business agent.

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 # : LCN01-2017fbLoc550

Craft : Ironworker Effective Date : 07/01/2017 Last Posted : 06/28/2017

	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		\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$36.89	\$47.89
Apprentice	Percent											
1st 6 months	60.00	\$13.20	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$28.09	\$34.69
2nd 6 months	65.00	\$14.30	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$29.19	\$36.34
3rd 6 months	70.00	\$15.40	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$30.29	\$37.99
4th 6 months	75.00	\$16.50	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$31.39	\$39.64
5th 6 months	80.00	\$17.60	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$32.49	\$41.29
6th 6 months	85.00	\$18.70	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$33.59	\$42.94
7th 6 months	90.00	\$19.80	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$34.69	\$44.59
8th 6 months	95.00	\$20.90	\$7.00	\$7.47	\$0.09	\$0.00	\$0.33	\$0.00	\$0.00	\$0.00	\$35.79	\$46.24

Special Calculation Note :

Ratio :

Apprentice to 1 Journeymen

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : The jurisdictional line between Locals 17 and 550 is determined as follows: All territory North of Old Route 224 line is to be within the jurisdiction of Local 17.

All territory South of Old Route 224 line is to be the jurisdiction of Local 550, except for everything within the City limits of Barberton which shall be under the jurisdiction of Local 17.

Details :

TRUMBULL, WOOD

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

Details :

Group 1

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

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2

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

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4

Miner, Welder, Gunitite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.

The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 1015 Building

Change # : LCN01-2018fbLoc1015

Craft : Laborer Effective Date : 05/01/2018 Last Posted : 04/11/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Group 1	\$27.02		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.02	\$51.53
Group 2	\$27.42		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.42	\$52.13
Group 3	\$27.77		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.77	\$52.66
Group 4	\$27.72		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.72	\$52.58
Group 5	\$20.06		\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.06	\$41.09
Apprentice												
	Percent											
0-1000 hrs	60.00	\$16.21	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$27.21	\$35.32
1001-2000 hrs	70.00	\$18.91	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$29.91	\$39.37
2001-3000 hrs	80.00	\$21.62	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.62	\$43.42
3001-4000 hrs	90.00	\$24.32	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.32	\$47.48
More than 4000 hrs	100.00	\$27.02	\$6.90	\$3.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.02	\$51.53

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

Ratio :

1 Journeyman to 1 Apprentice
4 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, WAYNE

Special Jurisdictional Note :

Details :

Group 1
Building & Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Finisher Tender, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors, Hazardous Waste (Level D)

Group 2

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

Group 3

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

Group 4

Gunnite Operator, Hazardous Waste Level (A)

Group 5

Watchman

Prevailing Wage Rate Skilled Crafts

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

Change # : LCN01-2018fbLoc18zone3

Craft : Operating Engineer Effective Date : 07/05/2018 Last Posted : 07/05/2018

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Class 1	\$35.89	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.04	\$68.98	
Class 2	\$35.77	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.92	\$68.80	
Class 3	\$34.73	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.88	\$67.24	
Class 4	\$33.55	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.70	\$65.47	
Class 5	\$28.09	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.24	\$57.28	
Class 6	\$36.14	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.29	\$69.36	
Class 7	\$36.39	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.54	\$69.73	
Class 8	\$36.89	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.04	\$70.48	
Class 9	\$37.14	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.29	\$70.86	
Apprentice	Percent											
1st Year	50.00	\$17.94	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.10	\$42.07
2nd Year	60.00	\$21.53	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.68	\$47.45
3rd Year	70.00	\$25.12	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.27	\$52.83
4th Year	80.00	\$28.71	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.86	\$58.22
Field Mechanic Trainee												
1st Year	50.00	\$17.94	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$33.10	\$42.07
2nd Year	60.00	\$21.53	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$36.68	\$47.45
3rd Year	70.00	\$25.12	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.27	\$52.83
4th Year	80.00	\$28.71	\$8.26	\$6.00	\$0.80	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$43.86	\$58.22

Special Calculation Note : Other: Education & Safety \$0.09

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

through the referral when they are available. 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.

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

Commercial and industrial work, performed outside the regular work day, the rate of pay shall be \$2.00 per hour above the applicable wage scale. This rate of pay is only applicable for eight – (8) hours. Additional hours shall be paid at the rate of time and one – half.

Special Jurisdictional Note :

Details :

Commercial and industrial work, performed outside the regular work day, the rate of pay shall be \$2.00 per hour above the applicable wage scale. This rate of pay is only applicable for eight – (8) hours. Additional hours shall be paid at the rate of time and one – half.

8th 6 Months	90.00	\$19.86	\$6.16	\$6.37	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.74	\$42.67

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, STARK,
TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Commercial and industrial work, performed outside the regular work day, the rate of pay shall be \$2.00 per hour above the applicable wage scale. This rate of pay is only applicable for eight – (8) hours. Additional hours shall be paid at the rate of time and one – half.

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.

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 Zone 2 Sign

Change # : LCN01-2016fbLoc639

Craft : Painter Effective Date : 08/03/2016 Last Posted : 08/03/2016

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Painter Sign Journeyman Tech/Team Leader Class A	\$21.25	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$23.29	\$33.92
Painter Sign Journeyman Tech/Team Leader Class B	\$21.25	\$1.33	\$0.14	\$0.00	\$0.41	\$0.00	\$0.57	\$0.00	\$0.00	\$23.70	\$34.32
Painter Sign Journeyman Tech/Team Leader Class C	\$21.25	\$1.33	\$0.14	\$0.00	\$0.82	\$0.00	\$0.57	\$0.00	\$0.00	\$24.11	\$34.74
Painter Sign Journeyman Tech/Team Leader Class D	\$21.25	\$1.33	\$0.14	\$0.00	\$1.23	\$0.00	\$0.57	\$0.00	\$0.00	\$24.52	\$35.14
Sign Journeyman Class A	\$20.98	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$23.01	\$33.50
Sign Journeyman Class B	\$20.98	\$1.33	\$0.14	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$23.41	\$33.90
Sign Journeyman Class C	\$20.98	\$1.33	\$0.14	\$0.00	\$0.81	\$0.00	\$0.56	\$0.00	\$0.00	\$23.82	\$34.31
Sign Journeyman Class D	\$20.98	\$1.33	\$0.14	\$0.00	\$1.21	\$0.00	\$0.56	\$0.00	\$0.00	\$24.22	\$34.71
Tech Sign Fabrication/Erector Class A	\$15.90	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.43	\$0.00	\$0.00	\$17.80	\$25.75
Tech Sign Fabrication/Erector Class B	\$15.90	\$1.33	\$0.14	\$0.00	\$0.31	\$0.00	\$0.43	\$0.00	\$0.00	\$18.11	\$26.06
Tech Sign Fabrication/Erector Class C	\$15.90	\$1.33	\$0.14	\$0.00	\$0.61	\$0.00	\$0.43	\$0.00	\$0.00	\$18.41	\$26.36
Tech Sign Fabrication/Erector	\$15.90	\$1.33	\$0.14	\$0.00	\$0.92	\$0.00	\$0.43	\$0.00	\$0.00	\$18.72	\$26.67

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 # : LCN01-2018fbLoc94

Craft : Plumber/Pipefitter Effective Date : 08/15/2018 Last Posted : 08/15/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Classification												
Plumber Pipefitter	\$35.28	\$7.48	\$5.49	\$0.72	\$0.00	\$5.55	\$0.19	\$0.00	\$0.00	\$54.71	\$72.35	
Apprentice Hired Before 05-01-2017												
1st 6 Months	\$14.11	\$7.48	\$0.00	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$24.26	\$31.32	
2nd 6 Months	\$15.88	\$7.48	\$0.00	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$26.03	\$33.97	
3rd 6 months	\$17.64	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$28.29	\$37.11	
4th 6 Months	\$19.40	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$30.05	\$39.75	
5th 6 Months	\$21.17	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$31.82	\$42.40	
6th 6 months	\$22.93	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$33.58	\$45.04	
7th 6 Months	\$26.46	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$37.11	\$50.34	
8th 6 Months	\$28.22	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$38.87	\$52.98	
9th 6 Months	\$29.99	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$40.64	\$55.64	
10th 6 Months	\$31.75	\$7.48	\$0.50	\$0.72	\$0.00	\$1.76	\$0.19	\$0.00	\$0.00	\$42.40	\$58.28	
Apprentice If Hired After 5-01-2017	Percent											
1st Year	40.00	\$14.11	\$7.48	\$0.00	\$0.72	\$0.00	\$2.65	\$0.19	\$0.00	\$0.00	\$25.15	\$32.21

2nd Yeat	50.00	\$17.64	\$7.48	\$0.50	\$0.72	\$0.00	\$2.64	\$0.19	\$0.00	\$0.00	\$29.17	\$37.99
3rd Year	60.00	\$21.17	\$7.48	\$0.50	\$0.72	\$0.00	\$2.64	\$0.19	\$0.00	\$0.00	\$32.70	\$43.28
4th Year	70.00	\$24.70	\$7.48	\$0.74	\$0.72	\$0.00	\$4.16	\$0.19	\$0.00	\$0.00	\$37.99	\$50.33
5th Year	80.00	\$28.22	\$7.48	\$0.75	\$0.72	\$0.00	\$4.16	\$0.19	\$0.00	\$0.00	\$41.52	\$55.64

Special Calculation Note : Other is Industry and International Training Fund.

Ratio :

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

3 Journeyman to 1 Apprentice Thereafter

Jurisdiction (* denotes special jurisdictional note) :

CARROLL*, STARK, WAYNE

Special Jurisdictional Note : In Carroll County the following townships are included: Ross, Monroe, Union, Lee, Orange, Perry and London.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 88

Change # : LCN01-2017fbLoc88

Craft : Roofer Effective Date : 07/26/2017 Last Posted : 07/27/2017

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Roofer	\$25.30	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$42.16	\$54.81
HELPERS											
1st year Helper - 500 1st 6 months	\$12.00	\$2.25	\$0.00	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$14.90	\$20.90
1st year Helper - 500 w/12 months	\$12.65	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$29.51	\$35.84
2nd year Helper - w/12 months	\$14.17	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$31.03	\$38.11
3rd year Helper - w/12 months	\$15.69	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$32.55	\$40.39
4th year Helper - w/12 months	\$17.20	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$34.06	\$42.66
5th year Helper - w/12 months	\$18.72	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$35.58	\$44.94
6th year Helper	\$20.24	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$0.00	\$37.10	\$47.22
Apprentice	Percent										
1st 6 months w/500 hrs	50.00	\$12.65	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$29.51	\$35.84
2nd 6 months w/500 hrs	56.00	\$14.17	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$31.03	\$38.11
3rd 6 months w/500 hrs	62.00	\$15.69	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$32.55	\$40.39
4th 6 months w/500 hrs	68.00	\$17.20	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$34.06	\$42.67
5th 6 months w/500 hrs	74.00	\$18.72	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$35.58	\$44.94
6th 6 months w/500 hrs	80.00	\$20.24	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$37.10	\$47.22
7th 6 months w/500 hrs	86.00	\$21.76	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$38.62	\$49.50
8th 6 months w/500 hrs	92.00	\$23.28	\$8.52	\$7.69	\$0.13	\$0.00	\$0.40	\$0.12	\$0.00	\$40.14	\$51.77

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 \$.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, STARK, SUMMIT, TUSCARAWAS, WAYNE

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

Details :

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 # : LCN03-2018fbLoc669

Craft : Sprinkler Fitter Effective Date : 01/01/2019 Last Posted : 12/19/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$37.78		\$10.02	\$6.60	\$0.52	\$0.00	\$5.12	\$0.00	\$0.00	\$0.00	\$60.04	\$78.93
Apprentice Indentured after April 1, 2013	Percent											
CILASS 1	45.00	\$17.00	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.27	\$33.77
CLASS 2	50.00	\$18.89	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.16	\$36.61
CLASS 3	55.00	\$20.78	\$10.02	\$6.60	\$0.52	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$38.57	\$48.96
CLASS 4	60.00	\$22.67	\$10.02	\$6.60	\$0.52	\$0.00	\$0.65	\$0.00	\$0.00	\$0.00	\$40.46	\$51.79
CLASS 5	65.00	\$24.56	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$42.60	\$54.88
CLASS 6	70.00	\$26.45	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$44.49	\$57.71
CLASS 7	75.00	\$28.33	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$46.38	\$60.54
CLASS 8	80.00	\$30.22	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$48.26	\$63.38
CLASS 9	85.00	\$32.11	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$50.15	\$66.21
CLASS 10	90.00	\$34.00	\$10.02	\$6.60	\$0.52	\$0.00	\$0.90	\$0.00	\$0.00	\$0.00	\$52.04	\$69.04

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.

3 Journeymen to 1 Apprentice
per company/project

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

3 Journeymen to 1 Apprentice
per company/project

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

Proposal Page

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.

BID ITEM	SPEC ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE LABOR	UNIT PRICE MATERIAL		TOTAL
MATERIAL STORAGE BUILDING								
Base Bid	All	Perform all General Contract work as outlined in the specification manual and as shown on the drawings	1	Lump				
PROJECT TOTAL								

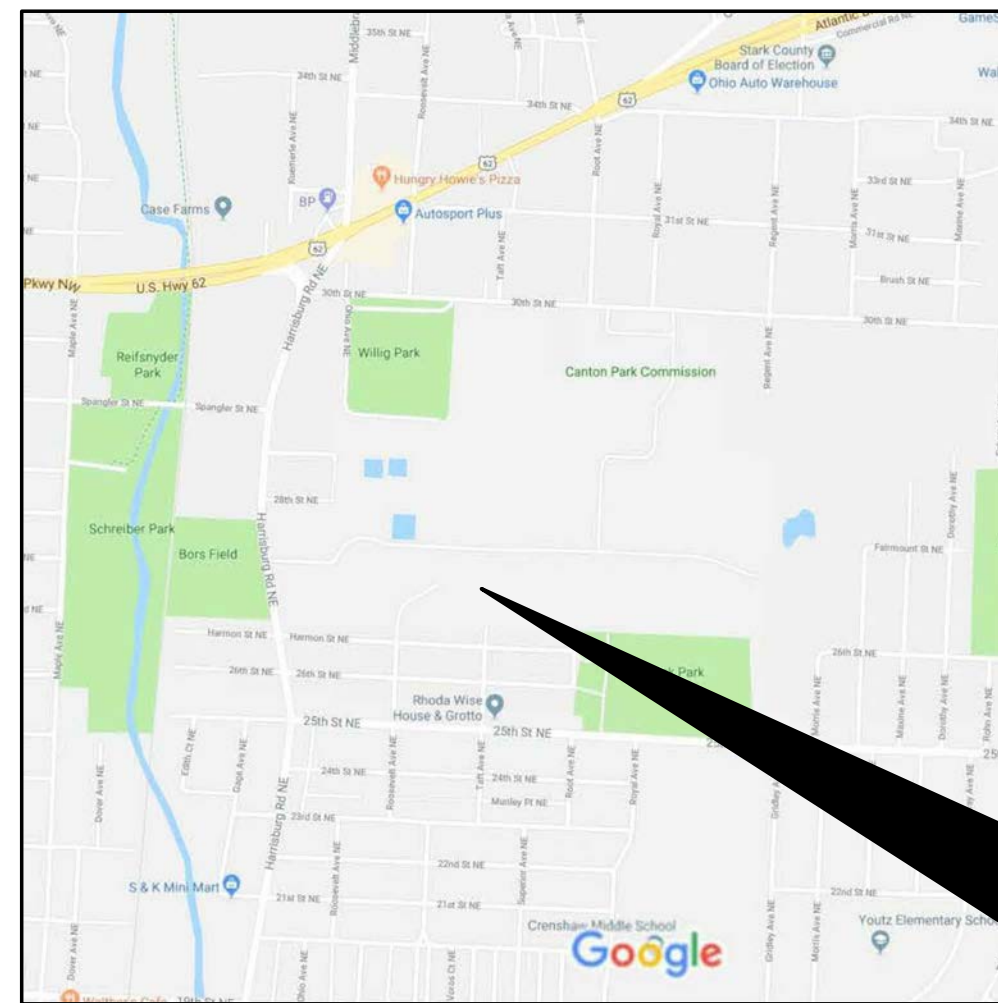
Total Price in Figures _____

Bidder: _____

Total Price in Words _____

**Base Bid Prices are for Informational Purposes Only.
Total Unit Prices will govern.**

CAD FILE: R:\030-3394-CANTON WATER MASTER SITE PLAN-CITY OF CANTON WATER DEPARTMENT--\Drawing\Storage Building\3394-TITLE - STORAGE BUILDING.dwg
 PLOT DATE/TIME: 3/5/2019 3:03 PM
 LAYOUT: Layout1
 USER: gregory s. byer



PROJECT LOCATION

CANTON WATER DEPARTMENT MATERIAL STORAGE STRUCTURE

CITY OF CANTON
STARK COUNTY, OHIO

INDEX OF SHEETS:

TITLE SHEET	1
GENERAL NOTES	2-3
EXISTING PLAN	4
PROPOSED SITE PLAN	5
GRADING PLAN	6
STRUCTURE DETAILS	7-9

PLAN LEGEND

	EXISTING CONTOURS
	PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING CENTERLINE
	EXISTING FENCE
	EXISTING GUARDRAIL
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING ELECTRIC LINE
	EXISTING EDGE OF CONCRETE
	EXISTING EDGE OF GRAVEL
	WETLAND AREA OF INTEREST
	WETLAND DELINEATION
	EXISTING TREE
	EXISTING CURB INLET
	EXISTING CATCH BASIN
	EXISTING SANITARY MANHOLE
	EXISTING STORM MANHOLE
	EXISTING ELECTRIC METER
	EXISTING TRAFFIC PULL BOX
	EXISTING GAS METER
	EXISTING GAS VALVE
	EXISTING WATER VALVE
	EXISTING TELEPHONE, POWER & LIGHT POLE
	EXISTING TELEPHONE & POWER POLE
	EXISTING TELEPHONE POLE
	EXISTING LIGHT POLE WITH BASE
	EXISTING GUY WIRE
	EXISTING FIRE HYDRANT
	EXISTING SIGN
	EXISTING TREE STUMP
	EXISTING FLAG POLE
	PROPOSED CONTOURS
	PROPOSED EDGE OF ROAD
	PROPOSED EDGE OF GUTTER/FACE OF CURB
	PROPOSED BACK OF CURB
	PROPOSED STORM SEWER
	PROPOSED DRAINAGE INLET
	PROPOSED DRAINAGE MANHOLE
	PROPOSED ROCK LINED DITCH
	PROPOSED CHAIN-LINK FENCE
	PROPOSED GATE
	PROPOSED CHAIN-LINK FENCE
	PROPOSED TRIPLE-STACKED COMPOST FILTER SOCK
	PROPOSED V-DITCH FLOW LINE
	PROPOSED PAVEMENT
	PROPOSED CUT
	PROPOSED FILL

UNDERGROUND UTILITIES

2 WORKING DAYS

BEFORE YOU DIG

CALL TOLL FREE 1-800-362-2764
OHIO UTILITIES PROTECTION SERVICES
NON-MEMBERS MUST BE CALLED DIRECTLY
CALL TOLL FREE 1-800-925-0988
OIL & GAS PRODUCERS
UNDERGROUND PROTECTION SERVICE

ISSUED FOR AGENCY REVIEW	BY: _____	DATE: ____-____-____
ISSUED FOR PERMITS	BY: _____	DATE: ____-____-____
ISSUED FOR PRICING	BY: _____	DATE: ____-____-____
ISSUED FOR CONSTRUCTION	BY: _____	DATE: ____-____-____

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NO.	BY	DATE	DESCRIPTION

SCALE:	
DRAWN: JPB	DATE:
CHECKED: CMK/GSB	DATE:
APPROVED: GSB	DATE: 3-5-19
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	

THRASHER

400 3RD ST. SE SUITE 309
CANTON OH 44702
www.thrashergroup.com

PHONE (330)-451-2042 FAX (330)-451-2043

PHASE No.	
CONTRACT No.	
PROJECT No.	101-030-3394

CITY OF CANTON
WATER DISTRICT IMPROVEMENTS
STARK COUNTY, OHIO
TITLE SHEET

SHEET No.	1
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TAG 580

USER: gregory b. byer
 LAYOUT: SHEET 2 NOTES
 PLOT DATE/TIME: 3/5/2019 3:11 PM
 CAD FILE: R:\030-3394-CANTON WATER MASTER SITE PLAN-CITY OF CANTON WATER DEPARTMENT-Drawing\Storage Building\3394-CANTON WATER SPECIFICATIONS.dwg

I. PRECONSTRUCTION INCIDENTALS

(A) PROJECT SPECIFICATIONS/REQUIREMENTS:

ALL WORK REQUIRED TO COMPLETE THIS IMPROVEMENT SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS/REQUIREMENTS OF THE CITY OF CANTON AND THE LATEST EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS, EXCEPT AS HEREIN AMENDED. IN THE CASE OF A CONFLICT BETWEEN THE CITY OF CANTON AND THE OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS/REQUIREMENTS, THE CITY OF CANTON REQUIREMENTS WILL TAKE PRECEDENCE, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.

THE DEVELOPER/CONTRACTOR SHALL COMPLY WITH THE CITY OF CANTON SUPPLEMENTAL SPECIFICATION 01-00 PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS.

(B) ADMINISTRATIVE REQUIREMENTS:

THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY COMPLYING WITH ALL THE ADMINISTRATIVE DUTIES HEREIN CONTAINED.

THE DEVELOPER/CONTRACTOR SHALL DESIGNATE TO THE CITY AN EMPLOYEE RESPONSIBLE FOR CORRESPONDENCE, NOTIFICATIONS, AND SUBMITTALS PERTINENT TO THE PROJECT.

(C) PRECONSTRUCTION MEETING:

A PRECONSTRUCTION MEETING WITH THE DEVELOPER, CONTRACTOR, REPRESENTATIVES OF ALL UTILITY COMPANIES, THE CITY OF CANTON ENGINEERING DEPARTMENT AND THE CITY OF CANTON WATER DEPARTMENT IS REQUIRED FOR THIS PROJECT PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.

FOR SUBDIVISION DEVELOPMENTS, THE DEVELOPER SHALL CONTACT THE CITY ENGINEER'S OFFICE TO ARRANGE A MEETING DATE. THE DEVELOPER WILL CONTACT THE ABOVE AGENCIES TO CONFIRM THE MEETING DATE.

FOR CITY GENERAL PROJECTS, THE CITY ENGINEER WILL CONTACT THE CONTRACTOR TO ARRANGE A MEETING DATE. THE CITY ENGINEER WILL CONTACT THE ABOVE AGENCIES TO CONFIRM THE MEETING DATE.

IF THE PROPOSED PROJECT LAND-DISTURBANCE AREA IS ONE (1) OR MORE ACRES, A SEPARATE PRE-CONSTRUCTION MEETING IS ALSO REQUIRED. THIS MEETING SHALL OCCUR ON-SITE BETWEEN THE CONTRACTOR AND THE STARK SOIL & WATER CONSERVATION DISTRICT (SWCD). THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING THIS MEETING. NO LAND-DISTURBANCE ACTIVITIES SHALL START UNTIL SAID MEETING HAS OCCURRED AND APPROVAL HAS BEEN GRANTED BY STARK SWCD.

(D) PROJECT SAFETY:

THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT THE PROJECT SITE AT ALL TIMES. THE CONTRACTOR SHALL PROPERLY SUPPORT AND/OR MAINTAIN ALL EXCAVATIONS PER APPLICABLE SAFETY REQUIREMENTS AND COMPLY WITH ALL O.S.H.A. REGULATIONS. APPROPRIATE BARRICADES, WARNING LIGHTS, SIGNS, FENCING, ETC. SHALL BE ERRECTED AROUND THE CONSTRUCTION AREA DURING ALL NON-WORKING HOURS TO ALERT PERSONS OF THE POTENTIAL DANGER ASSOCIATED WITH THE AREA UNDER CONSTRUCTION AS WELL AS TO PREVENT ACCESS BY UNAUTHORIZED PERSONNEL TO THE CONSTRUCTION SITE/AREA. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE GENERAL PUBLIC AS WELL AS ALL CONSTRUCTION PERSONNEL. PUBLIC STREETS SHALL BE KEPT CLEAN AND FREE OF DEBRIS (MUD, STONE, ETC.) AT ALL TIMES. THE CONTRACTOR SHALL ALERT ALL LOCAL EMERGENCY AGENCIES (FIRE, POLICE, AMBULANCE, ETC.) OF THE NATURE OF THE PROPOSED PROJECT PRIOR TO BEGINNING AND CONSTRUCTION ACTIVITY. ACCESS FOR EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES.

(E) UNDERGROUND UTILITIES:

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED BY FIELD OBSERVATIONS, FROM EXISTING RECORDS, AND/OR FROM THE OWNERS OF THE RESPECTIVE UTILITIES. THE INFORMATION AS SHOWN IS BELIEVED TO BE CORRECT; HOWEVER, THE COMPLETENESS AND ACCURACY OF THIS INFORMATION CANNOT BE GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT ALL THE VARIOUS UTILITY COMPANIES (PUBLIC AND PRIVATE) TO VERIFY THE EXISTENCE, LIMITS AND/OR LOCATION OF ANY UTILITIES WHICH MAY BE ALONG THE ROUTE OR WITHIN THE VICINITY OF THIS IMPROVEMENT.

(F) UTILITY NOTIFICATION:

AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING OPERATIONS ON THIS PROJECT, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER, THE REGISTERED UTILITY PROTECTION AGENCY/SERVICE, AND THE OWNERS OF ANY OTHER UTILITIES (PUBLIC AND/OR PRIVATE) THAT MAY HAVE UTILITY LINES OR FACILITIES WITHIN THE VICINITY OF THIS PROJECT BUT WHO ARE NOT MEMBERS OF THE REGISTERED UTILITY PROTECTION SERVICE. THE OWNERS OF ANY UNDERGROUND UTILITY FACILITY SHALL, WITHIN 48 HOURS AFTER NOTICE IS RECEIVED, EXCLUDING SATURDAYS, SUNDAYS AND OTHER LEGAL HOLIDAYS; STAKE, MARK OR OTHERWISE DESIGNATE THE EXISTENCE AND/OR LOCATION OF THE UNDERGROUND UTILITY FACILITIES IN THE CONSTRUCTION AREA IN SUCH A MANNER AS TO INDICATE THEIR COURSE TOGETHER WITH THE APPROXIMATE DEPTH AT WHICH THEY WERE INSTALLED. THE MARKING AND/OR LOCATING SHALL BE COORDINATED TO STAY APPROXIMATELY TWO WORKING DAYS AHEAD OF THE PLANNED CONSTRUCTION.

OHIO UTILITIES PROTECTION SERVICE: 1-800-362-2764 (CONTACT NON-MEMBERS DIRECTLY).

THE PRIMARY UTILITIES WITHIN THE CITY OF CANTON AREA:

<u>NATURAL GAS DIST./TRANS.</u> DOMINION EAST OHIO GAS 320 SPRINGSIDE DR., SUITE 320 AKRON, OHIO 44333 330-664-2409 ATTN: BRYAN DAYTON RELOCATION@DOM.COM EMERGENCY NO. 1-800-521-4400	<u>TELEPHONE</u> AT&T 50 WEST BOWER STREET AKRON, OHIO 44308 330-384-3055 ATTN: STEVEN HYLTON EMERGENCY NO. - 24 HRS. 1-800-572-4545 OPTION#4
--	--

<u>COMMUNICATIONS CABLE</u> TIME WARNER CABLE 5520 WHIPPLE AVE N.W. NORTH CANTON, OHIO 44720 330-494-9200, EXT. 87 ATTN: TIM KNIGHT	<u>ELECTRIC</u> AMERICAN ELECTRIC POWER 301 CLEVELAND AVE. S.W. P.O. BOX 24400 CANTON, OHIO 44701-4400 330-438-7762 ATTN: KEN HUOT EMERGENCY No. 1-800-672-2017
--	---

<u>SANITARY AND STORM SEWER</u> CITY ENGINEER'S OFFICE 2436-30TH ST. N.E. CANTON, OHIO 44705 330-489-3381 ATTN: DAN MOEGLIN	<u>WATER</u> WATER DEPARTMENT 2664 HARRISBURG RD. N.E. CANTON, OHIO 44708 330-489-3310 ATTN: LEWI MILLER
--	---

TRAFFIC INTERCONNECT
CITY ENGINEER'S OFFICE
2436-30TH ST. N.E.
CANTON, OHIO 44705
330-489-3381
ATTN: NICK LOUKAS

THE CITY ENGINEER'S OFFICE IS TO BE CONTACTED DIRECTLY FOR SANITARY AND STORM SEWER AND TRAFFIC INTERCONNECT FACILITIES LOCATION: 330-489-3381.

(G) PROPOSED PUBLIC UTILITY LOCATION IN PROPOSED SUBDIVISIONS:

2

(H) EXPLORATORY BORINGS:

EXPLORATORY SOIL BORING INFORMATION IS NOT THE RESPONSIBILITY OF THE CITY OF CANTON. IT IS THE DEVELOPER/CONTRACTOR RESPONSIBILITY TO REVIEW ANY AND ALL INFORMATION AVAILABLE. IF DEVELOPER/CONTRACTOR REQUESTS TO DRILL AND OR EXCAVATE WITHIN THE CITY'S R/W, THE DEVELOPER/CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 3 WORKING DAYS PRIOR TO THIS WORK. THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY NOTIFICATION, AS SPECIFIED, ALL TRAFFIC CONTROL, PREMIUM BACKFILL, AND COMPACTION AND RESTORATION, AS NECESSARY.

(I) CONTINGENCY QUANTITIES:

WHEN SPECIFIED ON PLANS OR SPECIFICATIONS, CONTINGENCY QUANTITIES ARE TO BE PERFORMED ONLY UNDER DIRECTION OF THE CITY ENGINEER. THE DEVELOPER/CONTRACTOR SHALL NOT ORDER ANY CONTINGENCY MATERIAL OR PERFORM ANY WORK UNTIL DIRECTED BY THE ENGINEER. THE ACTUAL WORK LOCATION AND QUANTITIES FOR SUCH ITEMS SHALL BE DOCUMENTED BY THE DEVELOPER/CONTRACTOR AND THE ENGINEER.

II. CONSTRUCTION INCIDENTALS

(A) PLAN DISCREPANCIES:

ANY DISCREPANCIES FROM THE PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER SO THAT THE APPROPRIATE ADJUSTMENTS IN ALIGNMENT AND/OR GRADE MAY BE MADE PRIOR TO THE START OF CONSTRUCTION OR THE CONTINUATION OF THE SAME.

FAILURE BY THE DEVELOPER/CONTRACTOR TO VERIFY AND/OR DETERMINE EXISTING INFORMATION AS INDICATED WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR ANY CHANGES NECESSARY TO COMPLETE THE WORK SPECIFIED WITHOUT ADDITIONAL COMPENSATION.

(B) VERIFICATION OF UNDERGROUND UTILITIES:

THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXISTENCE AS WELL AS THE ACTUAL LOCATION, ALIGNMENT, AND ELEVATIONS OF ALL EXISTING UTILITIES/FACILITIES WITHIN AND/OR ADJACENT TO THE GENERAL LIMITS OF THESE IMPROVEMENTS INCLUDING WATERLINES, SANITARY AND STORM SEWERS, GAS LINES, COMMUNICATION LINES/BANKS, ELECTRIC LINES, ETC. THIS MAY REQUIRE EXPLORATORY EXCAVATIONS TO BE PERFORMED BY THE CONTRACTOR FOR WHICH HE WILL NOT BE REIMBURSED. THE CONTRACTOR SHALL NOT ASSUME THAT EXISTING UTILITIES/CONDUITS WERE INSTALLED AT TYPICAL/STANDARD DEPTHS OR AT UNIFORM SLOPES/GRADES/DEPTHS BETWEEN ACCESS POINTS (CATCH BASINS, MANHOLES, JUNCTION CHAMBERS, ETC.)

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO INSTALL THE PROPOSED CONDUIT.

(C) PROTECTION OF UTILITIES:

THE DEVELOPER/CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AS APPROVED BY THE OWNERS OF THE UTILITY AND THE CITY ENGINEER.

THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO CLOSELY COORDINATE THEIR WORK WITH ALL UTILITY COMPANIES; ANY POTENTIAL DELAYS WILL NOT BE THE RESPONSIBILITY OF THE CITY.

THE CONTRACTOR SHOULD EXPECT AT A MINIMUM ONE SANITARY SEWER LATERAL, ONE ROOF DRAIN, ONE WATER SERVICE, AND ONE GAS SERVICE FOR EACH LOT. ANY OF THE ABOVE UTILITIES DAMAGED DUE TO THE CONTRACTOR'S WORK SHALL BE RESTORED TO THE UTILITY OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS.

(D) MAINTENANCE OF UTILITY SERVICES:

THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN UTILITY SERVICES AT ALL TIMES.

WATER SERVICE MAY BE INTERRUPTED FOR LIMITED PERIODS (4 HOURS MAXIMUM) DURING CONNECTION BETWEEN EXISTING WATER LINES AND RELOCATED/NEW WATER MAINS WHICH CANNOT BE COMPLETED OTHERWISE. NO SHUT DOWN SHALL OCCUR WITHOUT WRITTEN PERMISSION OF THE CITY OF CANTON WATER DEPARTMENT. PROPERTY OWNERS AFFECTED BY APPROVED INTERRUPTED SERVICE SHALL BE NOTIFIED 48 HOURS IN ADVANCE BY THE CONTRACTOR.

STORM SEWER AND SANITARY SEWER SERVICES SHALL BE MAINTAINED WITHOUT INTERRUPTION, UNLESS APPROVED BY THE CITY ENGINEER.

IN THE EVENT THAT CONSTRUCTION DISRUPTS THE FLOW OF A SANITARY SEWER, THE CONTRACTOR SHALL IMMEDIATELY RECTIFY THE DISRUPTED SEWER BY EITHER TEMPORARILY FLUMING WITH MATERIALS ACCEPTABLE TO THE ENGINEER OR BYPASSING WITH PUMPS. COST OF MAINTAINING AND REPAIR OF SANITARY SEWERS DISTURBED BY CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS.

(E) CONSTRUCTION NOISE:

CONSTRUCTION NOISE ASSOCIATED WITH ANY IMPROVEMENT PROJECT SHALL BE LIMITED TO LEVELS COMMENSURABLE WITH ADJOINING LAND AND THEIR ASSOCIATED USAGE AS DETERMINED BY THE CITY ENGINEER. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, ANY POWER-OPERATED CONSTRUCTION-TYPE DEVICES SHALL NOT BE OPERATED BETWEEN THE HOURS OF 7:00 P.M. AND 7:00 A.M. UNLESS AUTHORIZED BY THE CITY ENGINEER.

(F) OPEN TRENCH CONSTRUCTION:

THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION/TRENCHING PRACTICES FOR THE PROPOSED IMPROVEMENT, OR AS FURTHER SHOWN ON THE PLANS AND SPECIFICATIONS.

PRIOR TO COMMENCING CONSTRUCTION, THE DEVELOPER/CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF THE PROJECT'S ASSIGNED "COMPETENT PERSON" IN OSHA EXCAVATION STANDARDS.

(G) TRENCH CLOSING AND TEMPORARY TOPPING:

FOR TRENCH SURFACE REQUIREMENTS, REFER TO THE MISCELLANEOUS DETAILS.

(H) DUST CONTROL:

THE DEVELOPER/CONTRACTOR SHALL FURNISH AND APPLY WATER AND CALCIUM CHLORIDE FOR DUST CONTROL AS DIRECTED BY THE ENGINEER. SUFFICIENT QUANTITIES OF CALCIUM CHLORIDE SHALL BE STORED ON THE JOB SITE AT ALL TIMES TO BE USED FOR DUST CONTROL.

(I) TESTING OF UTILITIES: 2

(J) PRESERVATION AND RESTORATION OF DISTURBED FEATURES:

EXISTING DRIVES, BERMS, LAWNS, PAVEMENTS, CURBS, SIDEWALKS, SIGNS, MAILBOXES, FENCES, RETAINING WALLS, LANDSCAPING ITEMS, OR OTHER APPURTENANCES DISTURBED DURING CONSTRUCTION BUT NOT SPECIFICALLY DESIGNATED FOR REMOVAL/REPLACEMENT SHALL BE RESTORED BY THE DEVELOPER/CONTRACTOR AT HIS EXPENSE TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO DISTURBANCE AND TO THE COMPLETE SATISFACTION OF THE CITY ENGINEER.

RESTORATION OF EXISTING ROADWAYS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY, TOWNSHIP, COUNTY, AND/OR OTHER AGENCIES HAVING AUTHORITY. COST FOR THE RESTORATION OF THESE ITEMS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS. NO PUBLIC ROADWAY SHALL BE DISTURBED WITHOUT PRIOR WRITTEN APPROVAL FROM THE GOVERNING AGENCY AND ACQUISITION OF NECESSARY PERMITS.

(K) SALVAGED CASTINGS: 2

(L) PLUG EXISTING CONDUIT: 3

BULKHEADS SHALL CONSIST OF BRICK AND/OR CONCRETE MASONRY WITH A MINIMUM THICKNESS OF 12 INCHES.

PAYMENT FOR PLUGGING OF EXISTING CONDUIT FOR ABANDONMENT SHALL BE INCLUDED IN THE UNIT BID OF THE VARIOUS ITEMS OF THE PROJECT.

REVISIONS/COMMENTS:

- 1 ANY REFERENCE TO "THE CITY ENGINEER" WITHIN THE GENERAL NOTES SHALL MEAN THE CANTON WATER DEPARTMENT SUPERINTENDENT.
- 2 NOT APPLICABLE TO THIS PROJECT
- 3 REFER TO SECTION VIII. WATER MAIN/SERVICES



General Notes Prepared By
The City of Canton
Water Department
 2664 Harrisburg Rd. N.E. • Canton, Ohio 44705
 (330) 489-3310

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II. CONSTRUCTION INCIDENTALS (continued)

(M) CONSTRUCTION LAYOUT:

THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT UTILIZING PERTINENT PLAN DATA. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR STAKING HORIZONTAL OR VERTICAL CONTROL. CONSTRUCTION LAYOUT SHALL BE IN ACCORDANCE WITH ODOT 623 CONSTRUCTION LAYOUT STAKES.

AT THE CITY ENGINEER'S REQUEST, THE CONTRACTOR SHALL MAKE AVAILABLE ALL SURVEY FIELD NOTES FOR REVIEW.

(N) EXISTING MONUMENTATION:

THE CONTRACTOR SHALL PRESERVE ALL CORNERSTONES, IRON PINS, CONCRETE MONUMENTS AND/OR ANY TYPE OF LAND MONUMENT. THE CONTRACTOR SHALL HAVE ALL MONUMENTS IN THE PROXIMITY OF THE WORK REFERENCED. THE CONTRACTOR SHALL REPLACE/RESET ANY DISTURBED OR DAMAGED MONUMENTS AND SHALL FURNISH A CERTIFICATION BY A REGISTERED SURVEYOR THAT THE MONUMENTS HAVE BEEN RESTORED.

(O) ELEVATION DATUM:

ALL ELEVATIONS ARE BASED ON THE **NAVD 1988 DATUM.**

(P) DEWATERING OPERATIONS:

WHEN DEEMED NECESSARY, THE DEVELOPER/CONTRACTOR MAY INSTALL DEWATERING EQUIPMENT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

THE PROPOSED LOCATION OF WELL POINTS, HEADER PIPE, ELECTRICAL DISTRIBUTION, GENERATORS AND DISCHARGE PIPES, ETC. SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR.


THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS FOR THE INSTALLATION AND SUBSEQUENT REMOVAL OF DEWATERING EQUIPMENT AS WELL AS PROPER WATER DISCHARGE PROCEDURES AS MAY BE REQUIRED PER STATE AND LOCAL GOVERNING AGENCIES.

INSTALLATION OF ALL ELECTRICAL EQUIPMENT, INCLUDING GROUNDING AND PROTECTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR.

DEVELOPER/CONTRACTOR SHALL PROVIDE ALL COMBUSTIBLE ENGINE DRIVEN GENERATORS WITH "HOSPITAL GRADE" MUFFLERS. MUFFLERS SHALL BE RATED, AT A MAXIMUM OF 67 dB AT 23 FEET AWAY RUNNING FULL LOAD.

(Q) INSPECTION:

FOLLOWING THE PRE-CONSTRUCTION MEETING(S) AND ESTABLISHMENT OF AN APPROVED SCHEDULE, THE CONTRACTOR SHALL GIVE A MINIMUM 48 HOUR NOTICE BEFORE STARTING ANY WORK ON THIS PROJECT AND SHALL KEEP THE CITY INFORMED OF HIS/HER CONSTRUCTION SCHEDULE. ALL WORK REQUIRED FOR THIS IMPROVEMENT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF CANTON OR THEIR DESIGNATED REPRESENTATIVE. NO WORK SHALL BE PERFORMED WITHOUT AN AUTHORIZED INSPECTOR PRESENT, UNLESS OTHERWISE APPROVED.

(R) FIELD OFFICE: 

III. EARTHWORK / SITE WORK

(A) EASEMENTS AND RIGHT-OF-WAY:

THE DEVELOPER/CONTRACTOR SHALL STAY WITHIN THE DESIGNATED PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAY PROVIDED FOR THE PROJECT AT ALL TIMES. NO MATERIAL SHALL BE STORED NOR ANY WORK PERFORMED ON PRIVATE PROPERTY UNLESS OTHERWISE APPROVED. DISTURBANCE OF EXISTING FEATURES AND/OR IMPROVEMENTS SHALL BE KEPT TO AN ABSOLUTE MINIMUM AND AS APPROVED BY THE CITY ENGINEER/PROPERTY OWNER.

(B) SUITABILITY OF SITE:

THE CITY OF CANTON SHALL NOT BE RESPONSIBLE FOR THE TYPE AND/OR SUITABILITY OF THE MATERIAL UNDERLYING THE PROJECT SITE. THE DEVELOPER/CONTRACTOR MUST APPRAISE THEMSELVES OF ANY EXISTING SITE CONDITIONS WHICH MAY AFFECT THEIR BID OR THE PERFORMANCE OF THE REQUIRED WORK. THE DEVELOPER/CONTRACTOR SHALL PERFORM ANY INVESTIGATIONS AND/OR TESTING NECESSARY TO ADEQUATELY DETERMINE/ESTIMATE TO THEIR SATISFACTION ALL SITE CONDITIONS WHICH COULD AFFECT THE PERFORMANCE OF THE PROPOSED IMPROVEMENTS. THIS COULD INCLUDE, BUT NOT BE LIMITED TO, UNSUITABLE AND/OR UNSTABLE SOIL/SUBSURFACE CONDITIONS, ROCK, WATER (PERCHED OR FREE), SPRINGS, ETC.

(C) REMOVAL/REPLACEMENT OF UNSUITABLE MATERIAL:

THE DEVELOPER/CONTRACTOR SHALL UNDERCUT AND REPLACE UNSUITABLE MATERIAL ENCOUNTERED DURING INSTALLATION OF THE PROPOSED UTILITIES AND ROADWAY UNTIL SUCH CONDITIONS ARE CORRECTED AND APPROVED BY THE PROJECT ENGINEER.

THIS WORK SHALL BE INCLUDED IN THE BID PRICE FOR THE UTILITY UNLESS THE PLANS ALLOW FOR A CONTINGENCY ITEM FOR REMOVAL/REPLACEMENT OF UNSUITABLE MATERIAL. IF SO, THE CITY WILL DOCUMENT THE LOCATION OF SUCH AREAS FOR FINAL QUANTITY TABULATION.

IV. ROADWAY / DRIVE APPROACHES / WALK / CURB

(A) PAVEMENT STANDARDS:

SEE MISCELLANEOUS DETAILS

(B) RESTRICTED WORK SCHEDULE:

NO CONCRETE FINISH WORK OR PERMANENT ASPHALT SHALL BE PLACED FROM NOVEMBER 15TH TO APRIL 15TH UNLESS WRITTEN APPROVAL IS GRANTED BY THE CITY ENGINEER.

(C) ASPHALT/CONCRETE:

IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE OF BEGINNING WORK WHICH REQUIRES COMPACTION TESTING AND/OR PRE-POUR INSPECTION PRIOR TO PLACEMENT OF ASPHALT OR CONCRETE. WORK SHALL NOT PROCEED UNTIL TESTING AND/OR INSPECTION HAS BEEN COMPLETED AND APPROVED BY THE CITY ENGINEER.

V. SANITARY SEWERS / STORM SEWERS 

VI. STORM WATER POLLUTION PREVENTION: 

VII. TRAFFIC: 

VIII. WATER MAIN / SERVICES: 

IX. POST CONSTRUCTION INCIDENTALS

(A) AS-BUILT DRAWINGS:

FOR PRIVATE PROJECTS, THE CONSTRUCTION BOND WILL NOT BE RELEASED UNTIL THE AS-BUILT DRAWINGS HAVE BEEN ACCEPTED.

(B) PROPOSED MONUMENTATION: 

(C) RELEASE OF RETAINER/BONDS:

PRIOR TO THE RELEASE OF RETAINER/CONSTRUCTION BOND BY THE CITY OF CANTON, THE CONTRACTOR SHALL HAVE COMPLETED THE ENGINEER'S PROJECT PUNCHLIST AND SUBMIT FINAL WAIVER OF LIEN, IN ACCORDANCE WITH CITY SS 01-00.

SECTION 03130

CABLE SUPPORTED & TENSION FABRIC STRUCTURES

PART 1 GENERAL

THE FOLLOWING STRUCTURE SPECIFICATIONS ARE:




THE CONTRACTOR WILL PROVIDE THE LABOR AND MATERIAL TO CONSTRUCT A CANOPY STRUCTURE ON THE CITY OF CANTON, OH WATER DEPARTMENT LAND LOCATED AT 2664 HARRISBURG RD. NE, CANTON, OH 44705. THE CITY OF CANTON WATER DEPARTMENT WILL REMOVE THE EXISTING STONE PILE AND PROVIDE ROUGH GRADING. THE PROPOSED STRUCTURE WILL ENTAIL THE FOLLOWING ELEMENTS:

- A 65' x 105' (MINIMUM INSIDE FOOTPRINT OR 'OF EQUAL COMPARABLE DIMENSIONS') CANOPY STRUCTURE CONSISTING OF A STEEL FRAMEWORK WITH A FABRIC MEMBRANE TENSIONED OVER THE TOP.
- FOUNDATION OF THE STRUCTURE SHALL BE 2' x 2' x 6' PRECAST SINGLE-POUR CONCRETE BLOCKS MANUFACTURED WITH THE APPROPRIATE PSI FOR THE PROPOSED STRUCTURE MANUFACTURER. THE FOUNDATION SHALL CONSIST OF (3) BLOCKS STACKED FOR A FOUNDATION HEIGHT OF 6'-0".
- CANOPY MATERIAL SHALL BE A MINIMUM WEIGHT OF 12 OZ/SQUARE YARD
- CANOPY MATERIAL SHALL BE FLAME RETARDANT
- ALL STEEL FRAME COMPONENTS SHALL BE GALVANIZED. IF HOLLOW COMPONENTS ARE USED, THE GALVANIZATION MUST BE APPLIED TO ALL INSIDE AND OUTSIDE SURFACES.
- THE STRUCTURE SHALL MAINTAIN A MINIMUM 23' CLEAR VERTICAL PEAK AT A MINIMUM 12' HORIZONTAL SPAN (6' EACH SIDE OF THE CENTERLINE OF THE STRUCTURE). THERE SHALL BE NO CONFLICTING MEMBERS OF THE STEEL STRUCTURE TO BE WITHIN THIS ZONE. THIS 'CLEARANCE ZONE' SHALL BE THE ENTIRE LENGTH OF THE STRUCTURE.
- THE STRUCTURE SHALL BE BUILT TO CONTAIN A MINIMUM OF 2,000 CY OF AGGREGATE MATERIAL
- CONTRACTOR SHALL PROVIDE OHIO ENGINEER STAMPED DRAWINGS FOR THE PROPOSED BUILDING PERMIT AND FOUNDATION SYSTEMS AFTER PROJECT AWARD
- CANOPY FABRIC COLOR TO BE CHOSEN BY THE OWNER FROM THE MANUFACTURER'S STANDARD COLORS
- (2) 3' x 3' WALL LOUVERS SHALL BE INCLUDED IN THE REAR END WALL
- BUILDING SHALL MEET OR EXCEED SNOW, WIND AND DESIGN LOAD RATINGS FOR OHIO
- ALL MATERIALS SHALL BE NEW AND UNUSED
- ALL STEEL HARDWARE SHALL BE GALVANIZED
- SEE ADDITIONAL INFORMATION AS PROVIDED ON THE PLAN SET PROVIDED BY THE CITY OF CANTON.
- ALL WORK IS TO BE COMPLETED BY THE CONTRACTOR UNLESS OTHERWISE STATED
- THE CONTRACTOR IS TO ENSURE THAT ALL PERMITS AND INSPECTIONS WHICH ARE NEEDED, ARE PERFORMED IN A TIMELY MANNER, NOT TO IMPEDE THE PROGRESS OF THE PROJECT.
- THE CONTRACTOR SHALL SUBMIT WITH THEIR BID; PROPOSED STRUCTURE DIMENSIONS, MANUFACTURER/SUPPLIER CONTACT INFORMATION, MATERIAL TESTING REPORTS, WARRANTIES AND MATERIAL/PRODUCT SPECIFICATIONS
- SUCCESSFUL BIDDER WILL BE REQUIRED TO OBTAIN A BUILDING PERMIT
- THE MATERIAL STORAGE STRUCTURE SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE MANUFACTURER'S REQUIREMENTS

WARRANTY:

1. CANOPY FABRIC: MINIMUM 10 YEARS

REVISIONS/COMMENTS:

-  ANY REFERENCE TO "THE CITY ENGINEER" WITHIN THE GENERAL NOTES SHALL MEAN THE CANTON WATER DEPARTMENT SUPERINTENDENT.
-  NOT APPLICABLE TO THIS PROJECT
-  REFER TO SECTION VIII. WATER MAIN/SERVICES



General Notes Prepared By
The City of Canton
Water Department
 2664 Harrisburg Rd. N.E. • Canton, Ohio 44705
 (330) 489-3310

NO.	BY	DATE	DESCRIPTION

SCALE:	
DRAWN: CITY OF CANTON	DATE:
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APPROVED:	DATE: 3-5-19
SURVEY DATE:	
SURVEY BY:	
FIELD BOOK No.:	



400 3RD ST. SE SUITE 309
 CANTON OH 44702
 www.thrashergroup.com

PHONE (330)-451-2042 FAX (330)-451-2043

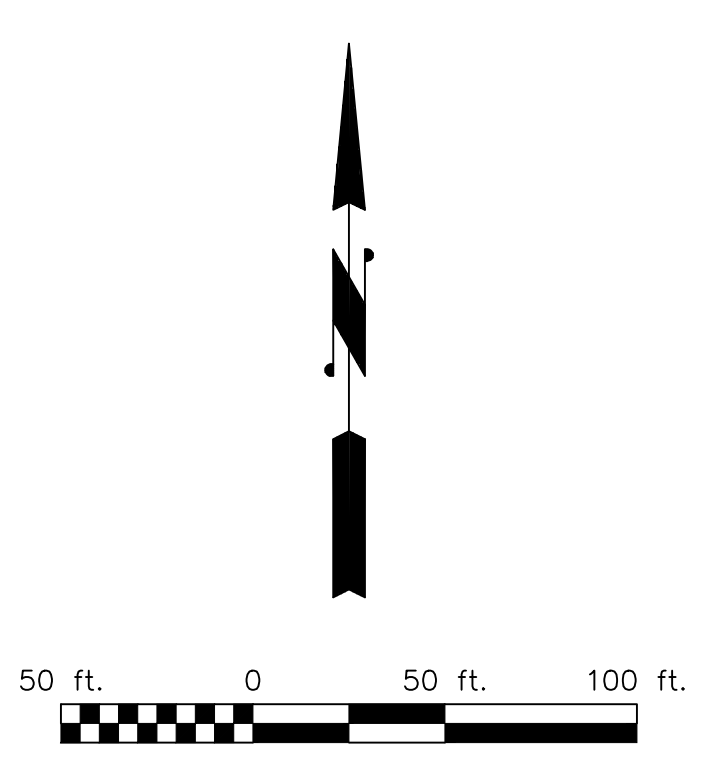
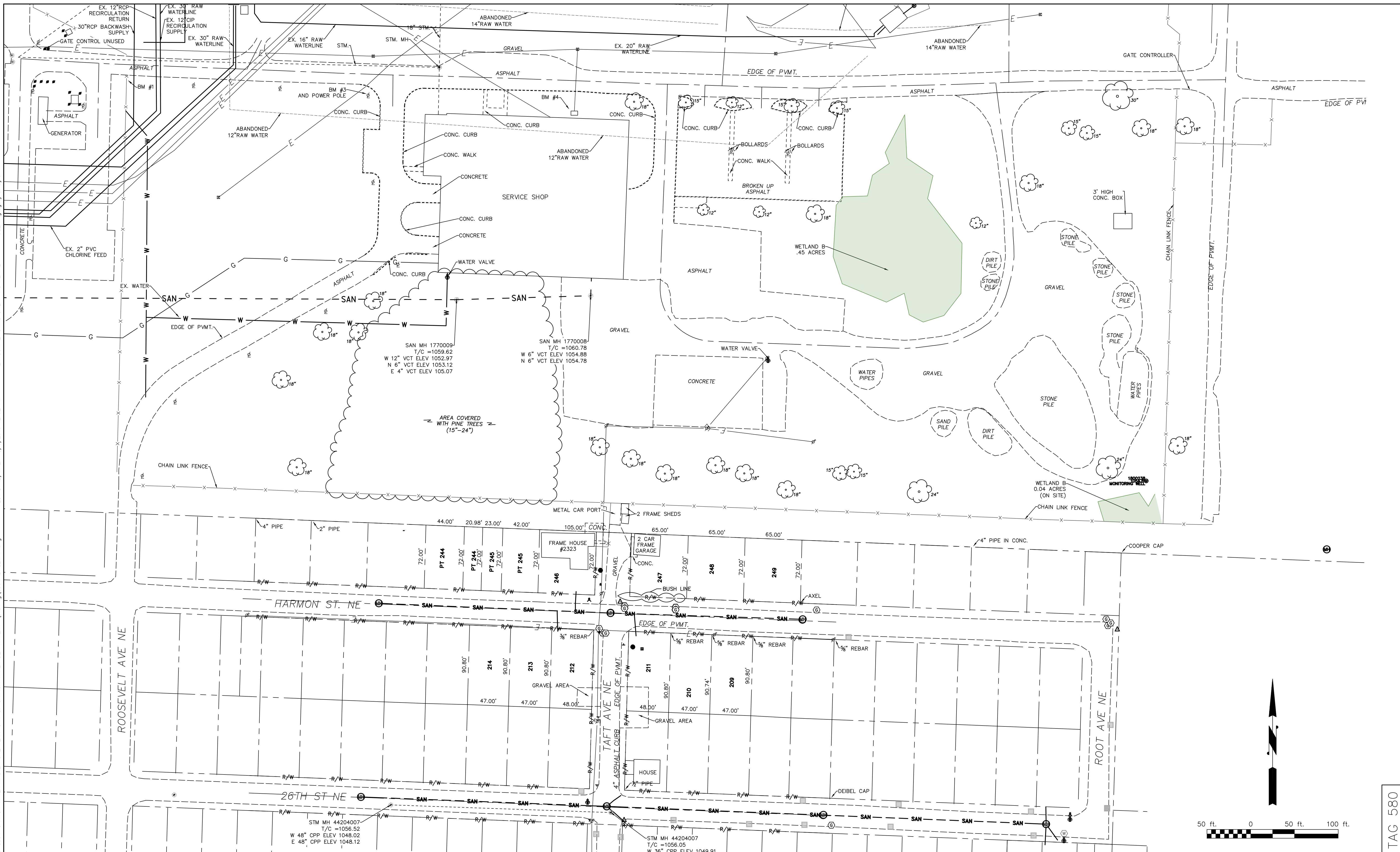
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CONTRACT No.	
PROJECT No.	
	101-030-3394

CITY OF CANTON
WATER DISTRICT IMPROVEMENTS
STARK COUNTY, OHIO
GENERAL NOTES

SHEET No.	
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TAG 580

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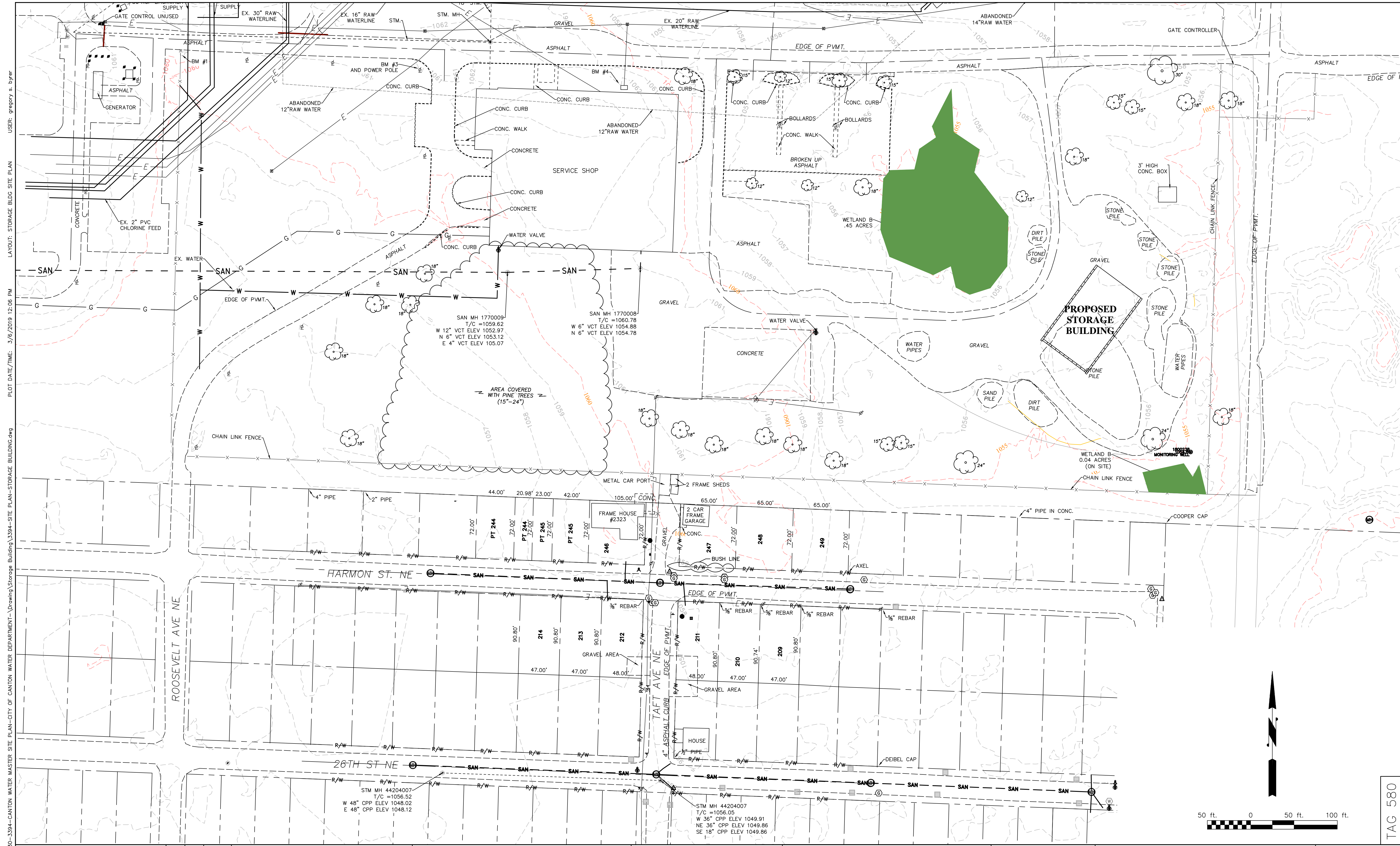
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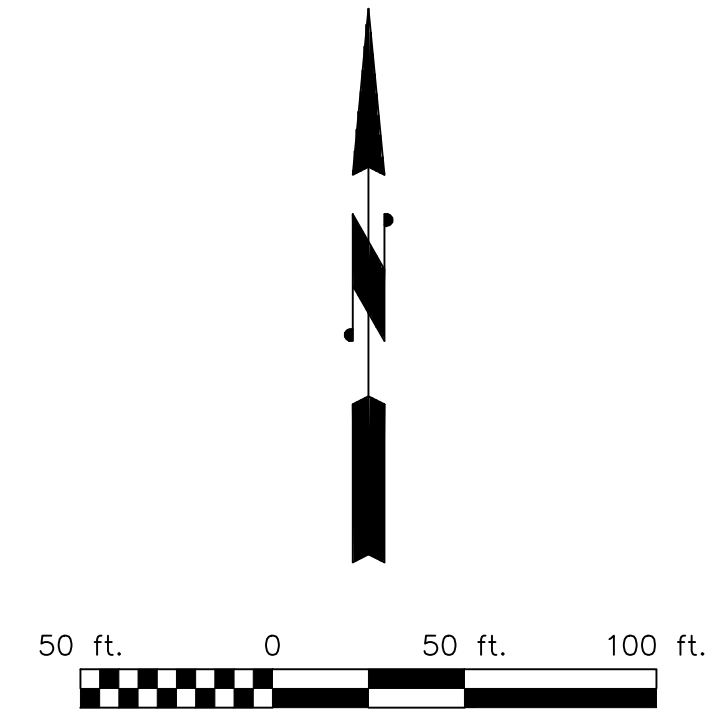
THRASHER
 400 3RD ST. SE SUITE 309
 CANTON OH 44702
 www.thrashergroup.com
 PHONE (330)-451-2042 FAX (330)-451-2043

PHASE No.	
CONTRACT No.	
PROJECT No.	101-030-3394

CITY OF CANTON
 WATER DISTRICT IMPROVEMENTS
 STARK COUNTY, OHIO
 EXISTING PLAN



USER: gregory.s.byler
 PLOT DATE/TIME: 3/6/2019 12:06 PM
 LAYOUT: STORAGE BLDG SITE PLAN
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STM MH 44204007
 T/C = 1056.05
 W 36" CPP ELEV 1049.91
 NE 36" CPP ELEV 1049.86
 SE 18" CPP ELEV 1049.86

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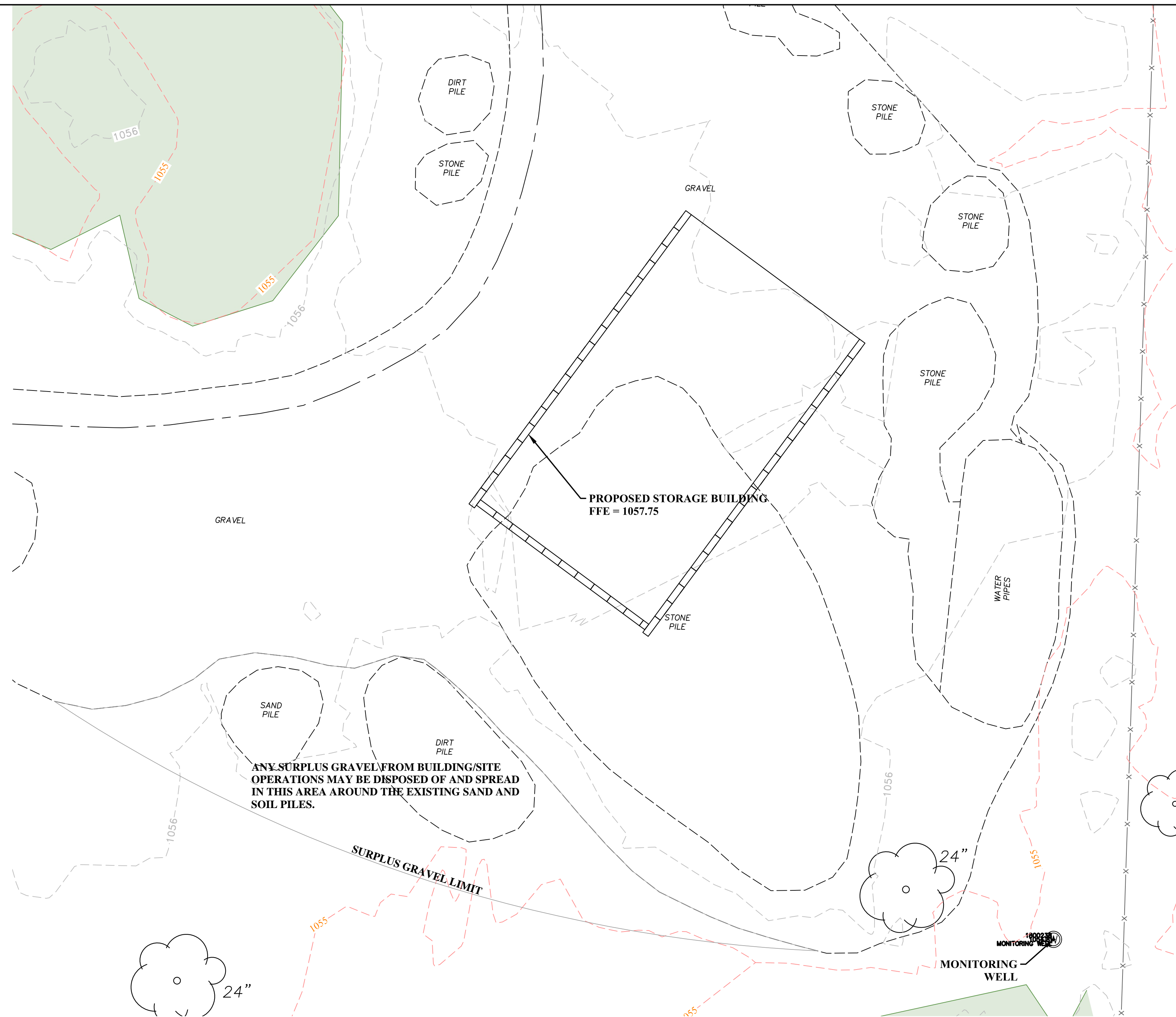
PHASE No.	
CONTRACT No.	
PROJECT No.	101-030-3394

CITY OF CANTON
 STARK COUNTY, OHIO
 PROPOSED SITE PLAN

SHEET No.
5

TAG 580

USER: gregory s. byer
 LAYOUT: STORAGE BUILDING PLAN (2)
 PLOT DATE/TIME: 3/6/2019 12:18 PM
 CAD FILE: R:\030-3394-CANTON WATER MASTER SITE PLAN-CITY OF CANTON WATER DEPARTMENT-Drawing\3394-SITE PLAN-jpb.dwg



NOTES:

*GRADING PLAN NOT PROVIDED. FFE OF STORAGE BUILDING PROVIDED ONLY. EXISTING SITE CONSISTS OF GRAVEL AND A RAINDRAIN PLAN HAS BEEN WAIVED TO ALLOW THE RAINWATER TO PERCOLATE INTO THE GROUNDWATER SYSTEM WITHOUT DETENTION. CONTRACTOR TO ADJUST AND TAPER GRADING AS NEEDED ADJACENT STORAGE BUILDING FOUNDATION.

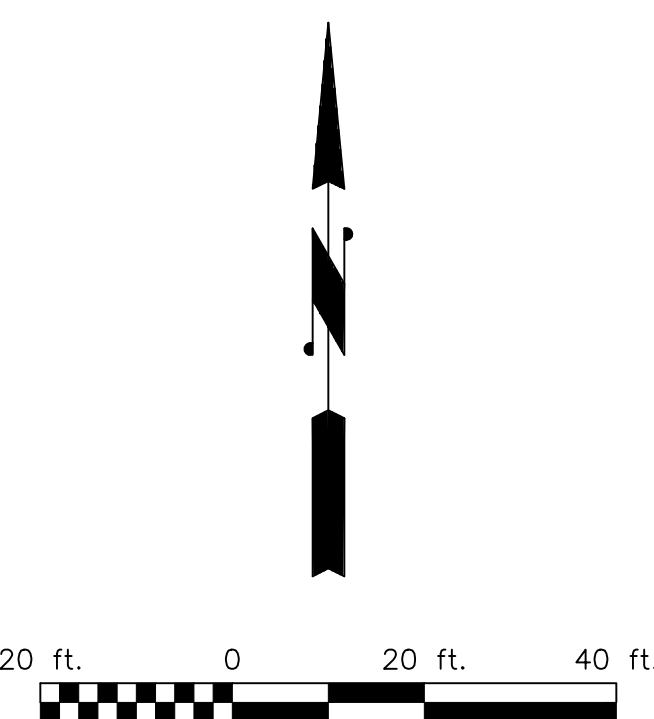
BENCHMARKS-SEE SHEET 4
 BM #1 - 1062.18
 BM #3 - 1063.20
 BM #4 - 1063.44

ANY SURPLUS GRAVEL FROM BUILDING/SITE OPERATIONS MAY BE DISPOSED OF AND SPREAD IN THIS AREA AROUND THE EXISTING SAND AND SOIL PILES.

SURPLUS GRAVEL LIMIT

PROPOSED STORAGE BUILDING
 FFE = 1057.75

MONITORING WELL



NO.	BY	DATE	DESCRIPTION

SCALE:	
DRAWN: JPB	DATE:
CHECKED: CMK/GSB	DATE:
APPROVED: GSB	DATE: 3-5-19
SURVEY DATE:	
SURVEY BY:	
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PROJECT No.
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CITY OF CANTON
 WATER DISTRICT IMPROVEMENTS
 STARK COUNTY, OHIO
 BUILDING PROFILE

TAG 580

CAD FILE: R:\030-3394-CANTON WATER MASTER SITE PLAN-CITY OF CANTON WATER DEPARTMENT-Drawing\Structure Building\3394-STRUCTURE.dwg PLOT DATE/TIME: 3/6/2019 12:30 PM LAYOUT: SI USER: gregory.s.byer



STORAGE AREA
UNDER CANOPY ARCH STRUCTURE

2' x 2' x 6' PRECAST
CONCRETE BLOCKS

**STORAGE STRUCTURE
PLAN VIEW**

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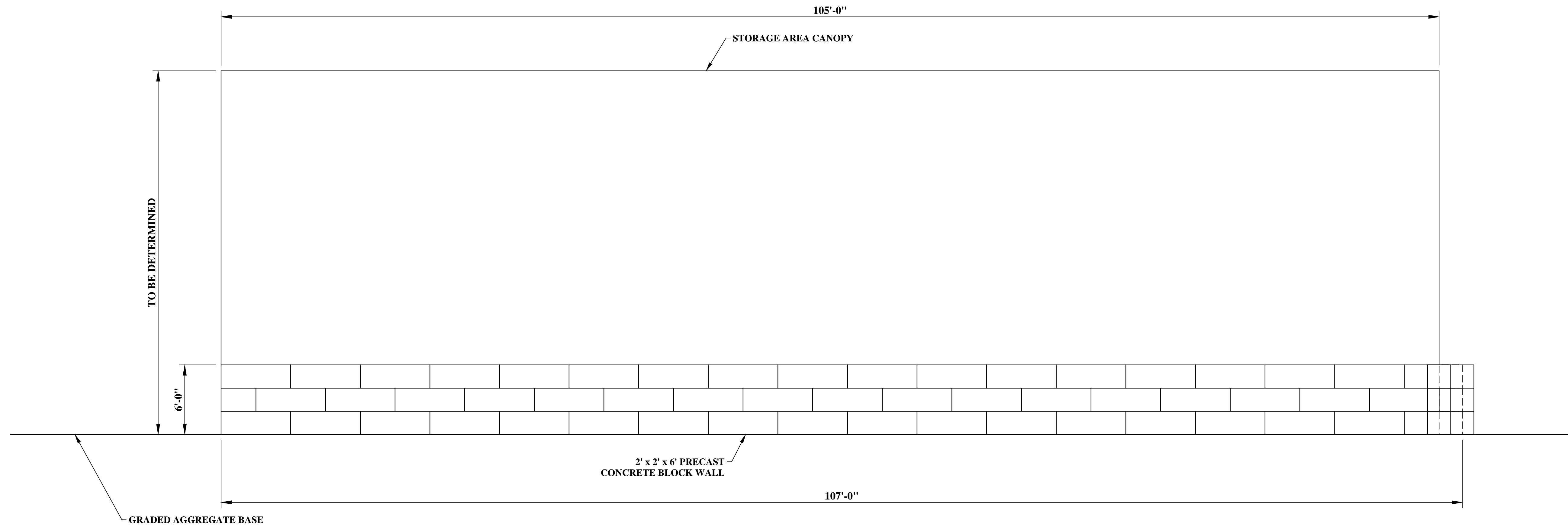
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CITY OF CANTON
 WATER DISTRICT IMPROVEMENTS
 STARK COUNTY, OHIO
 STRUCTURE DETAILS

SHEET No.
7

TAG 580

CAD FILE: R:\030-3394-CANTON WATER MASTER SITE PLAN-CITY OF CANTON WATER DEPARTMENT-Drawing\Structure Building\3394-STRUCTURE.dwg
 PLOT DATE/TIME: 3/6/2019 12:22 PM
 LAYOUT: S2
 USER: gregory.s. byer



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APPROVED: GSB	DATE: 3-5-19
SURVEY DATE:	
SURVEY BY:	
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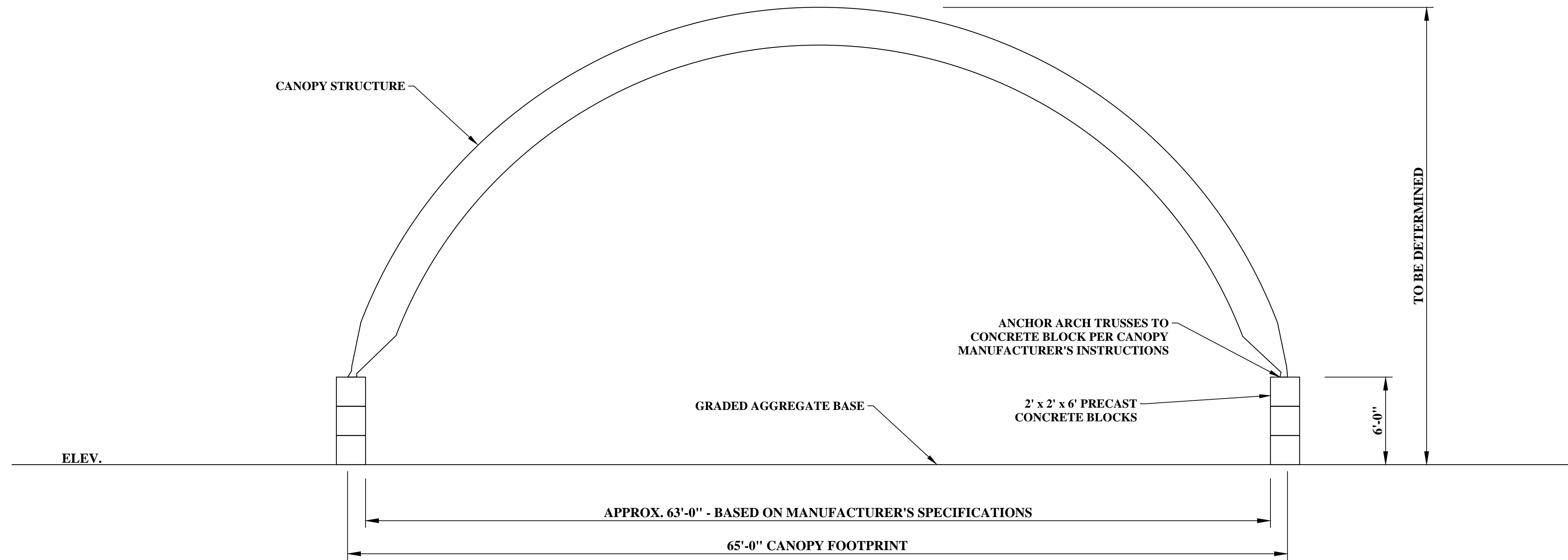
PHASE No.
CONTRACT No.
PROJECT No.
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CITY OF CANTON
 WATER DISTRICT IMPROVEMENTS
 STARK COUNTY, OHIO
 STRUCTURE DETAILS

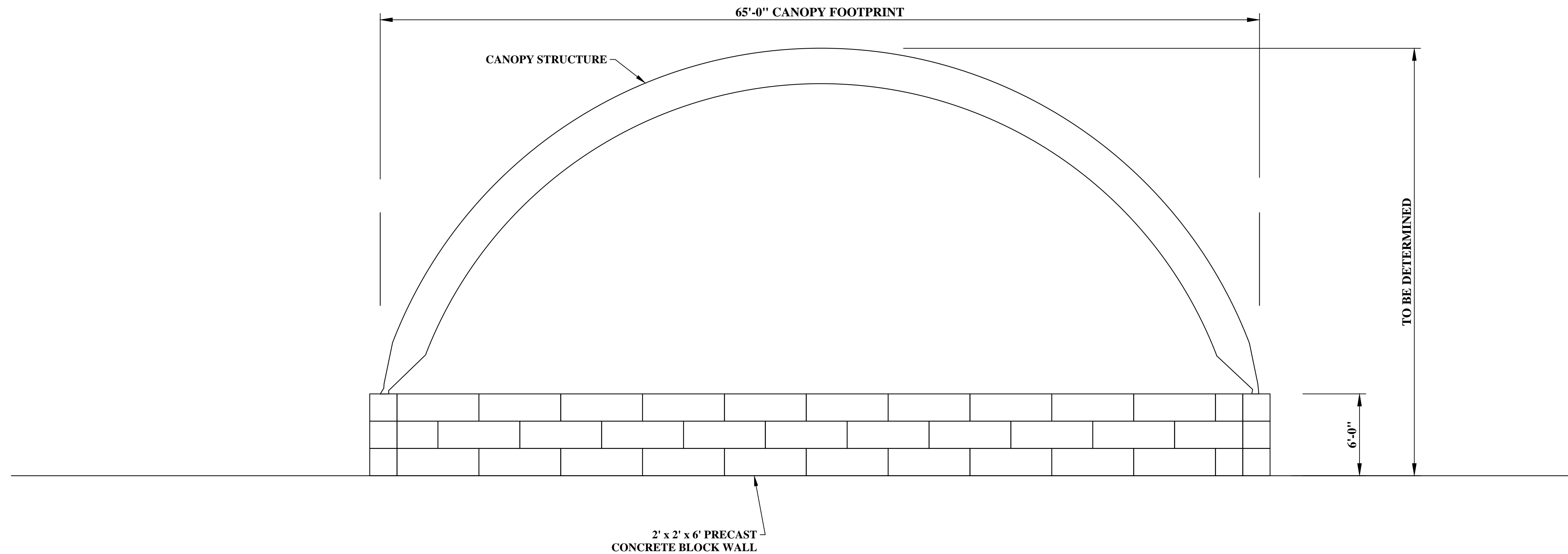
SHEET No.
8

TAG 580

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 PLOT DATE/TIME: 3/6/2019 12:33 PM
 LAYOUT: S3
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**STORAGE STRUCTURE
SECTION B-B**



**STORAGE STRUCTURE
SECTION C-C**

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CITY OF CANTON
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 STARK COUNTY, OHIO
 STRUCTURE DETAILS

TAG 580