Invitation to Bid

City of Canton, Ohio

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

Shiloh Sidewalk Streets	cape, GP 1280	
Item/Project		
Engineering Department		
Responsible Department		
Thursday, June 21, 2018	3 at 2:00 PM local time	
Bids Due On or Before		
В	id Proposal Submitted By	· •
Company Name		
Street Address		
City	State	Zip
Contact Person	Phone No.	Email Address

LEGAL NOTICE: Ordinance 2/2018

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Thursday**, **June 21**, **2018** for the purpose of securing bids for the:

Shiloh Sidewalk Streetscape, GP 1280

The City will disqualify any bid not received on or before 2:00 PM local time on Thursday, June 21, 2018. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor Conference Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, **Fourth Floor**, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department's website at https://cantonohio.gov/purchasing **Please note the change in submission location.**

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

A certified check, cashier's check or surety bond, in accordance with Section 153.54 of the Ohio Revised Code, must accompany the bid. This check or bond must be made payable to the City of Canton. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. Said certified check or cashier's check shall be for ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid. The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy of its security, the City will disqualify the bid. Bidders submitting a certified or cashier's check will be required to provide a surety bond in the amount of one hundred percent (100%) of the contract sum for faithful performance. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with state law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

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

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

The successful bidder must comply with all Federal Davis-Bacon Prevailing Wage Rates.

All companies must submit their Federal ID Number.

A Project Labor Agreement (PLA) is not required for this project.

The cost estimate for this project is \$73,838.00.

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

Please contact Director of Purchasing Andrew Roth at andrew.roth@cantonohio.gov if you have any questions regarding this bid.

By order of the Canton Director of Public Service: John M. Highman, Jr. **Published in the Repository:** June 6, 2018 and June 13, 2018

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City of Canton, Ohio

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Section I: Instructions to Bidders

A. Submitting Bids

1. Bids are to be returned to:

The City of Canton Purchasing Department 218 Cleveland Avenue SW, **Fourth Floor** Canton, OH 44702

- 2. Bids should be enclosed in an opaque sealed envelope, box, or other suitable container, marked with the following:
 - a. Project title.
 - b. Office where bid is to be submitted.
 - c. The name and address of the bidder.
 - d. The date and time of the bid opening.
- 3. The following items should be submitted with a bid in order for it to be considered. Failure to submit one of these items may result in a disqualification of the bid.
 - a. Bid Title Page
 - b. Signature Page
 - c. Proposal Pages
 - d. Bid Form 1 Minority Business Enterprise Utilization Commitment
 - e. Bid Form 2 Bidder and Contractor Employment Practices Report
 - f. Bid Form 3 Authority of Signatory
 - g. Bid Form 4 Bid Guarantee
 - h. Bid Form 5 Bidder Information
 - i. Bid Form 6 Project References
 - j. Bid Form 7 Non-Collusion Affidavit
 - k. Bid Form 8 Questionnaire in Determining Lowest and Best Bid
 - 1. Bid Form 9 Insurance Affidavit and Certificates
- 4. Bids will not be accepted after 2:00 PM on **Thursday**, **June 21**, **2018**. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.
- 5. Bidders may withdraw their bids between the time they are submitted and opened if so desired. This must be done via written request submitted to the City of Canton Purchasing Department.
- 6. The bids shall be opened and publicly read shortly after the deadline for their submission.

B. Pre-Bid Meeting

1. There will not be a pre-bid meeting for this project.

C. Questions and Addenda

- 1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. This is **Thursday**, **June 14**, **2018 at 2:00 PM**. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. **This is Monday**, **June 18**, **2018 at 2:00 PM**. Said addenda will become a component of the official bid packet and must be acknowledged as received on the signature page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- 2. Bidders are expected to and are responsible for monitoring the City's website for all official addenda.
- 3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 4. All questions pertaining to the project should be directed to:
 Andrew Roth, Director of Purchasing

Email: andrew.roth@cantonohio.gov

D. Bid Proposal Form and Proposal Page

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

E. Contract Award

- 1. The City of Canton Board of Control will evaluate the bids and award the contract on the basis of the lowest and best bid. The Board of Control reserves the right to reject any and all bids and to award the bid deemed in the best interests of the City. The Board of Control and Director of Public Service reserve the right to waive minor deficiencies contained within a bid.
- 2. One or more bidders may be required to submit information to the Owner or its representative to assist in the evaluation of the bid. A bidder may also be required

to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its organization, resources and its preliminary plan to perform the construction (schedule, means and methods, etc.).

3. Final award of this contract is contingent upon the City's receipt and certification of its 2017 CDBG funding award.

F. Notice of Award and Execution of Contract Documents

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

G. Pre-Job Meeting

1. A pre-construction meeting will be held prior to the start of this project. This meeting will include the Contractor, Owner's representative and all affected Utility representatives. The condition of the project limits shall be recorded and the contractor shall be responsible for the correction and/or repair of any additional damage to the facilities resulting from the related work and in addition to the conditions noted at the pre-construction meeting.

H. Notice to Proceed and Job Completion

- 1. The Contractor shall not start the work embraced in this contract before the date of a written Notice to Proceed from the City. The Contractor is required to start work for each individual project within 10 days after receiving the Notice to Proceed. Work shall be completed as per applicable sections in the General Conditions.
- 2. If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of the procedure of the operations carried on under this contract.
- 3. The Contractor is responsible for any additional costs due to weather-sensitive construction.
- 4. The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

I. Document Order of Precedence

- 1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.
 - a. Any and all Federal/Funding Source Documents and Requirements
 - b. Change Order Documents
 - c. Signed Contract Documents
 - d. Official Addenda
 - e. Invitation to Bid Signature and Proposal Pages
 - f. Instructions to Bidders
 - g. Contract Specifications
 - h. Supplemental Specifications
 - i. General Conditions
 - j. ODOT Construction and Manual Specifications
 - k. Bid Forms
 - 1. Bid Form Instructions
 - m. Additional Requirements and/or Conditions
 - n. Legal Notice
 - o. Bid Advertisement

J. Non-Exclusivity

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

K. Contractor Coordination

- 1. The contractor is notified that work in the general vicinity may performed by others.
- 2. The contractor shall coordinate maintenance of traffic, haul routes, staging areas, etc. with the other prime contractors. Any conflicts that cannot be resolved in a timely manner shall be communicated to the City and all involved parties within three days of any impasse.

L. City of Canton Income Tax

- 1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor 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. By entering into contract with the City of Canton the vendor 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 including the following:
 - 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. The vendor 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. The successful bidder will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Bidders are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information below.

City of Canton Income Tax Department

Office Address 424 Market Ave. N Canton OH 44702 Correspondence Address P.O. Box 9940 Canton, OH 44711

Phone: (330) 430-7900 **Fax:** (330) 430-7944

Email: cantontax@cantonohio.gov

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

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Pro	VIS	าก	n	1

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.

Provision 2

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.

- 1. 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.
- 2. _____ 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.

M. Federal Funding Source Requirements

1. All Federal Labor Standards Provisions required by the U.S. Department of Housing and Urban Development included in Exhibit A apply to this contract and any subcontracts. This includes all applicable Davis-Bacon Act prevailing wage rates including those rates attached as Exhibit B. Contractor agrees to follow all of said provisions, to pay all applicable wage rates, and to require its subcontractors to pay all applicable wage rates and follow said provisions. This application applies to all labor and construction included under this agreement in its entirety.

2. Local Hiring Requirement (LHR) - This contract and any subcontracts in connection with the Work shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Applicable forms and requirements are attached as Exhibit C. Opportunities for training and employment shall be given to lower income residents of the City of Canton or County and/or contracts in connection with the Work shall be awarded to business concerns engaged in the business of construction. Local Hiring Requirement must be 10% of the contract; in accordance with Scope of Work.

3. Subcontracting

- a. The Contractor shall not be required to employ a subcontractor against whom the Contractor has a reasonable objection. The Contractor agrees that the Contractor is fully responsible to the City for (I) the acts and omissions of Contractor's officers, agents, employees, or servants employed or used by the Contractor; and (ii) the acts and omissions of any subcontractors and their officers, agents, employees, or servants, whether directly or indirectly employed or used by a subcontractor. Nothing contained in this Contract shall create any contractual relationship between the City and any subcontractors.
- b. All subcontracts entered into by Contractor shall incorporate therein the terms of this Contract.
- c. The Contractor shall also use its best efforts to use minority and women's business enterprises for any Work subcontracted in connection with the Project, as provided in Executive Orders 11625, 12432 and 12138.
- d. The Contractor shall not, in connection with the Project, enter in any contract with any members, officers, employee, representative or agent of the City, or in which members of the immediate family of such individuals have an interest.
- 4. Records to be maintained: The contractor shall establish and maintain sufficient records to enable the City to determine whether the contract has met the requirements of the CDBG Program. At a minimum, the following records are needed:
 - a. Records providing a full description of each activity carried out (or being carried out) in whole or in part with CDBG funds, including its location (if the activity has geographical focus), and the amount of CDBG funds budgeted, obligated and expended for the activity.
 - b. Activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance;

relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements (24 CFR 570.208(b)(2).

- c. Records that demonstrate the CITY has made the determination required as a condition of eligibility of certain activities, as prescribed in 24 CFR 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
- d. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- e. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 370.301(b) and 570.305 for Entitlement Communities.
- f. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation and replacement housing.
- g. Financial records, in accordance with the applicable requirements listed in Section 570.502.
- h. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart R of the CDBG regulations.

Section II: General Conditions

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

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

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

The term "Engineer" whenever used, shall mean the City Engineer of said City or his properly authorized agents to the extent of the powers invested in them.

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

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

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

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

- (2) **Decisions:** Contractor will perform all the work under this contract to the satisfaction of the City. The City, in all cases, shall determine the amount, quality, acceptability, and fitness of the several kinds of work, and materials paid for hereunder. The City shall decide all questions that may arise for determining the fulfillment of this contract. The City's determination and decision thereon shall be final and conclusive; and the City's determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.
- (3) Orders to the Contractor and Failure to Execute: The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address

may be changed at any time by a written notice from the Contractor and delivered to the City.

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

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

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

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

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

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

(6) **Inspection:** No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter

into contracts with the City for doing work within the territory covered by this contract, shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

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

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

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

- (7) **Time for doing work:** The City is instructing the Contractor to base the project schedule upon a 5-day work week, Monday through Friday from 8:00 am to 4:30 pm except on City recognized holidays; this is the "standard schedule." The Engineer may direct the Contractor to work outside of the standard schedule to save life or property or in case of emergencies. If the Contractor wishes to work outside of the standard schedule, the Contractor must submit this request in writing to the Engineer. The Engineer will review nonstandard scheduling and approve/deny the request. The Engineer will base his approval/denial upon benefit to the project, benefit to the City, and necessity to facilitate Contractor operations. Contractor must make special provisions for project inspection for nonstandard schedules and will be required to pay for all costs associated with inspection for approved nonstandard schedules. This includes both City personnel as well as consultants representing the City. The Engineer shall determine method of payment when the need arises.
- (8) **Working Season:** Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer. All asphalt paving must take place on the city's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.
- (9) **Lines and grades:** All work done under this contract shall be done in accordance with the lines, grades and instructions as given by the City and as directed in the plans.
- (10) **Order of procedure of work:** The Contractor shall proceed with the work at such points as the Engineer may direct, and not more than two adjoining blocks or squares in length, shall be

torn up at the same time, unless otherwise directed by the Engineer; nor shall any block be closed to traffic, except where the Contractor is actually working.

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

- (11) **Incompetent workmen:** Any employee of or persons connected with the Contractor who shall use profane or abusive language to the inspector, or other employees of the City, or otherwise interfere with them in the performance of their duties, or who shall disobey or evade the instructions of such employees of the City, or who is careless or incompetent, or who is objectionable to the City authorities, shall be discharged at the request of the Engineer, and shall not again be employed, except with his consent. Skilled labor only shall be used in the cases where the same is required.
- (12) **Suspending the work:** The City, on account of public necessity, adverse weather conditions, or for other reasons, may order any portion or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such suspension of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor, but the Contractor shall be entitled to no additional claim for damages therefor.
- (13) **Forfeiture of contract:** Should the work to be done under this contract be abandoned by the Contractor, or if this contract or any part thereof be assigned or the work sublet by him without the previous written consent of the City or if at any time any official of the City or employee thereof become directly or indirectly interested in this contract or in furnishing the supplies or performing the work hereunder, or in any portion thereof; or if at any time the City may be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work be not fully completed within the time named in the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part hereof as may be designated, and the City may thereupon, according to law, enter upon and take possession of the work or part thereof, complete, or cause the same to be completed, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the City itself or for its Contractors, may take possession of and use or cause to be used any materials, machinery, or tools of every description provided by the Contractor for the purpose of this work, and may procure or cause to be procured other materials, machinery, or tools required for the completion of the work.

All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and

expenses shall exceed the amount which would have been payable under this contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.

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

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

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

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

- (15) **Storage of materials, tools and machinery during suspension of work:** Upon the suspension, stoppage, or abandonment of the work, or any part thereof, all materials shall be neatly and compactly piled, and all tools and machinery so located as not to impede public traffic on roadways, sidewalks and crosswalks unnecessarily. All such stored materials, tools and machinery shall be provided with danger signals by day and red lights by night.
- (16) **Ownership of old materials:** All old curbing, stone walk, paving brick, brick crosswalks, gutter paving bricks, gutter plates and culverts, sewer pipe, iron pipe and castings, are the property of the City and all such materials as are not ordered replaced, shall be removed by and at the expense of the Contractor, to such places as the Engineer may direct. If the Engineer chooses to not accept such materials, the Contractor must dispose of them at no cost to the City.
 - (17) **Plans, profiles, and specifications:** The plans, profiles and specifications are intended to

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

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

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

- (18) **Private rights of way:** Whenever it is required as a part of this contract to perform work within the limits of private property or private right of way, such work shall be done in conformity with the agreements between the City and such owners, and whether or not such a condition be a part of this agreement, care shall be taken to avoid injury to the premises entered, which premises must be left in a neat and orderly condition by the removal of rubbish and surplus materials and restoring vegetation to meet or exceed pre-contract condition.
- (19) **Injunctions:** If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time allowed for the completion of the part or parts of the work obstructed, for the length of time obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.
- (20) **Attested accounts:** In case any person who has performed labor or has furnished materials, tools, or machinery for the work herein specified, he may file sworn itemized statement of the amount of value therein, as required by law, and if such claims be not disputed by the Contractor, or if the same are disputed, after the amount and validity have been determined by law, the City may pay the amount of such claims out of any money due the Contractor under this contract.
- (21) Claims for extra materials and work: All claims for furnishing extra materials, or for doing extra work, for which the Contractor may consider himself entitled to receive extra compensation, must be presented to the Director of Public Service in writing, at the time the cause for such claim arises. Such statement must contain an itemized account of such materials and labor required, and unless such claim is so presented, it is expressly agreed, by the parties to this contract, that the Contractor has waived such claim, and that he shall not be entitled, subsequently to claim, or receive any pay for the same. No claim for extra labor and material shall be allowed, unless the necessity therefor has first been determined by the Director and the price to be paid therefor has been agreed upon, in writing, before such additional materials have been used, and such additional labor performed. See Change Order Policy in the Appendices for more information.

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

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

- (23) **Damages to property:** All damages to lawns, fences, trees, buildings, sidewalks, water, sewer or gas pipes, or other public or private property along or near the line of work, or the vicinity thereof, if the same are occasioned through neglect or failure on the part of the Contractor, or that of any person in his employ, to take all necessary precautions to prevent the same, must be replaced or made good by him, to the satisfaction of the owners of same and at his cost and expense whenever the Engineer may so direct.
- (24) **Liability of contractor for injuries, patents, etc.:** It is expressly understood and is hereby agreed that the whole of the work to be done is at the Contractor's risk. The contractor assumes by bidding under these specifications, the full responsibility and risk of all damages to the work itself, the property along the line of the work, injury to persons or animals which may be occasioned by floods, stoppage of water in sewers or gutters, caving in of surface of grounds or trenches, neglect in properly protecting work by barricades, etc., or any manner whatsoever. He shall bear all losses resulting to him on account of character of the work, or because the nature of the ground in or on which the work is done, is different from what was estimated or expected, or as may have been indicated by borings or test pits, or on account of the weather, actions of the elements or other causes.

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

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

If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written

statement to the City of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, he shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall have been filed as thus required, his claim for compensation shall be forfeited and invalidated, and he shall not be entitled to any payment on account of such damage.

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

- (25) **Safety measures -- barricades:** The Contractor must provide and maintain barricades to properly protect persons, animals, vehicles and property against injury. He shall also provide, place and maintain sign boards, letter "STREET CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress and upon each street and alley intersection therewith at a distance of one block therefrom, as may be directed by the Engineer.
- (26) **Traffic regulations:** The Contractor is responsible for all traffic control on the project whether or not it is called out in the detailed specifications or plans. All traffic control must comply with appropriate City, State, and Federal rules, regulation, and guidelines. During the progress of the work, the Contractor shall accommodate both the vehicular and foot traffic and shall maintain free access to fire hydrants, water and gas valves. Gutters and water ways must be kept open and other provisions made for the removal of storm water.

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

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

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

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

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

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

- (27) **Hauling materials on paved streets:** During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.
- (28) Cleaning up during the progress and completion of work: During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

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

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

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

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

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

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

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

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

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

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

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

It is the intention of the City to require all property owners to have water and sewer connections made to all lots, and to cause to be laid all water mains, gas mains, sewers and sewer connections, and other pipes, conduits, etc., not included in the contract hereunder, in advance of

the improvement, except when in the opinion of the Director of Public Service such procedure be impracticable and the Contractor shall not be entitled to damages or recompense by reason of delay or hindrance, but he shall be granted an extension of time equal to that in which the delay shall have operated, as determined by the Director of Public Service.

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

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

- (32) **Special repairs:** The City reserves the right, whenever in its judgment, to take up or permit the taking up of any part of the improvement during the progress of the work, or subsequent to the completion thereof and during the period of guaranty for the purpose of constructing, repairing, or renewal of any sewers, drains, water or gas pipes, or other improvements. Whenever any part of the improvement is taken up as herein specified, all the work of restoring the same will be done by or under the direction of the City and the Contractor hereunder will be relieved of any maintenance requirements on that portion of the completed improvement so disturbed.
- (33) **Use of city water supply:** The City will furnish water at the hydrants for the purpose of puddling trenches, construction purposes, operation of machinery, mixing concrete, mortar, etc., but the cost of water and the proper facilities for conveying the same from the hydrants must be included by the Contractor in the unit prices bid for the various items of work wherein water will be used. All water used must pass through meters installed by the Water Department at its hydrants and subject to its regulation and paid for at the builder's rate per one thousand (1,000) cubic feet of water consumed, as established by said Department, plus the cost of meters and installation of same. A deposit will be required covering the cost of meter and installation thereof, which deposit of cost of meter will be refunded on return of meter in good condition.

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

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

- (35) **Sanitary regulations:** Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained in a sanitary condition by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.
- (36) **OSHA standards:** It is the City's requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.
- (37) **Laws and ordinances:** The Contractor shall keep himself fully informed of all laws, municipal ordinances and regulations that in any manner affect the persons engaged in or employed upon the work, or the materials used in the work, or any way affecting the conduct of the work, and of the decrees of the bodies or tribunals having jurisdiction or authority over the same. He shall also himself observe and comply with and shall cause all of his agents and employees to observe and comply with all such existing and subsequent laws and ordinances, regulations, orders and decrees, and to protect and indemnify the City against claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders or decrees by himself or by his agents or employees.

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

- (38) **Monuments and landmarks:** The Contractor shall preserve intact all City monuments, benchmarks and landmarks, as shown upon the plans or encountered in the excavation. In such case that such monument, benchmark or landmark not shown on the drawings be encountered in opening the excavation, the Contractor shall stop work at such point, immediately notify the Engineer of such findings and not disturb same until directed to do so by the Engineer.
- (39) **Prices:** The City shall pay and the Contractor shall receive the prices hereafter stipulated as full compensation for everything furnished and done by the Contractor under this contract. This shall include all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.
- (40) **Starting and completing the work (Contract Duration):** The Contractor shall not start the work embraced in this contract before the date of a written notification from the Engineer, and shall commence at such points as the City may direct.

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

The duration of this agreement for the completion of the work embraced in this contract shall be <u>30 calendar days</u> from the Notice to Proceed date. The City will use ODOT Specification 108.06 through 108.09 in regards to delays and time extensions.

Contractor is responsible for any additional costs due to weather-sensitive construction, such as, but not limited to, protecting concrete from freezing, heating of water as needed, etc. as well as insuring that all materials used satisfy appropriate specifications such as, but not limited to, asphalt temperature specifications, non-frozen backfill material, etc.

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

- (41) **Liquidated Damages:** The Contractor guarantees that he can and will complete the work on or before the time affixed in his bid, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be Four Hundred Dollars (\$400.00) for each day by which the Contractor fails to complete the work, or any part (including Interim) thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.
- (42) **Samples:** Each bidder shall submit samples of materials, or refer to samples of materials furnished by the Manufacturer or Producer, at the time of submitting the bid, as required in detail specifications under each item, for which bids are received. Whenever samples of any material or workmanship have been filed by the Contractor, or are on file as specimen of the work to be done or materials to be furnished for the work herein specified, such samples shall be the standard by which that kind and class of work shall be judged.
- (43) **Measurements:** The contract will not use extra or customary measurements of any kind, unless specially noted, in measuring the work under these specifications; the length, area, solid contents or number only, are considered as a basis for payment as hereinafter specified.

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

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

(44) **Partial payments:** The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices of the labor furnished and the materials incorporated into the project during the previous calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

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

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

Payment shall be made and retainage kept in accordance with applicable sections of Chapter 153 of the Ohio Revised Code. The Contractor agrees that the financial institution selected by the City for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

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

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

- (45) (46) **Pre-final and final estimates and payments:** As soon as practicable after the completion of work under the contract, the Engineer will perform a formal inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such certified pre-final estimate, the City will pay the Contractor all funds owed under the contract pending final acceptance of the project and submission of all required documentation deducting expenses of correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contract under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.
- (47) **Additional contract:** It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time. At the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Engineer. The contractor shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Engineer, be sufficient for the proper prosecution of the work.
 - (48) **Insurance:** The Contractor shall at all times during the progress of the work, comply

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

- (49) Last payment to terminate liability of City: No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the City nor its agents shall be liable for, or be held to pay any money, except that provided in this contract. The acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be a release to the City and agents thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amount kept or retained.
- (50) **Guaranty:** The Contractor, for and in consideration of the monies received and to be received by him, hereby agrees that the repairs of all defects in the work done and completed under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

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

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

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

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

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, waterlines, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

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

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

Section III: Additional Requirements and/or Conditions

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

Section IV: 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 twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 95-2014. Passed 5-5-14.)

6. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 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:

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:

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 of 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.*)

Section V: Bid Forms and Instructions

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

Bid Forms 10 through 15 will be required of the successful bidder but may be submitted after the awarding of the contract.

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

BID FORM 1 – MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT

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

BID FORM 2 – BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

This form is designed to provide an evaluation of the bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, he/she will be required to complete and submit the provided EEO policy statement.

BID FORM 3 – AUTHORITY OF SIGNATORY

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

BID FORM 4 – BID GUARANTY

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

- 1. Ohio Statutory Bid Guaranty and Contract Bond, substantially in the form prescribed by ORC 153.571. The 153.571 statutory bond form requires that the penal amount be an amount not less than the bid price. It is a bid error to write in an amount equal to ten percent (10%) of the amount bid.
- 2. A certified check or cashier's check in an amount not less than ten percent (10%) of the total amount bid for all items upon which the proposal is made.

 A bid guaranty check shall be made payable to the owner without condition. A

contractor using a bid check will be required to furnish a performance bond in the amount of one hundred percent (100%) of the total bid within ten (10) days of notice of the award.

Bidders using the Ohio Statutory Bid Guaranty and Contract Bond Form can leave the penal amount blank, if such is acceptable to the bidder and the surety. The statutory bond form, per ORC 153.571, is read as having a penal amount equal to the price bid, if no amount is written.

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

The Bid Bond must be provided by an approved surety company authorized to transact business in the State of Ohio and with a local agent. Agents of bonding companies which write the Bid Bond for this contract shall be licensed to conduct business in the State of Ohio and have a local (Ohio) agent. Each bid shall contain the power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the documents furnished. Identification of the local agent is to accompany each Bond.

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

BID FORM 5 – BIDDER INFORMATION

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

BID FORM 6 – PROJECT REFERENCES

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

BID FORM 7 – NON-COLLUSION AFFIDAVIT

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

BID FORM 8 – QUESTIONNAIRE IN DETERMINING LOWEST AND BEST BID

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

BID FORM 9 – INSURANCE AFFIDAVIT AND REQUIREMENTS

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

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

BID FORM 10 – AFFIDAVIT FOR FOREIGN CORPORATIONS

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

BID FORM 11 – LISTING OF SUBCONTRACTORS

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

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

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

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

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

BID FORM 14 – ARTICLES OF INCORPORATION

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

BID FORM 15 – W9 TAX FORM

Please provide an up to date copy of your Company's W9.

Bid Form 1: Minority and Women's Business Enterprises

A. Overview

section.

The City of Canton is committed to economic inclusion of certified minority and women's business enterprises (MBEs/WBEs). For the purposes of this form, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

B. MBE/WBE Certification Is your company or business a certified MBE or WBE in the City of Canton, any other governmental entity, and/or National Minority Supplier Development Council?
Yes No
If yes, please list the entities where you have received certification below:
If you are interested in becoming a certified MBE or WBE with the City of Canton, please visit the Compliance Department's website for an application and instructions. (http://cantonohio.gov/compliance/?pg=116)
C. MBE/WBE Utilization in the Subcontracting of Work and Purchase of Supplies It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for minority/women's business enterprises.
If awarded the bid, will you be utilizing subcontractors or purchasing supplies for use under the contract?
Yes No
If yes, please complete the remaining questions and provide the information requested in this

1. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows: (Please attach additional sheets if necessary.) For a current list of City of Canton Certified Businesses please contact the City of Canton Compliance Department at 330-438-4302.

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

2.	The bidder agrees to expend at least \$		or	% of the
	Contract in the event the contract is awa	rded to such	bidder for minority	/women's
	business enterprises.			

3. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. A copy of the implementation report is included at the end of this bid form. These reports will be due at 50% completion of the project and 100% completion of the project. These reports should be forwarded to the following address.

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

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

n	C:		4	**
υ.	Sig	gna	ιu	re

D. Signature		
The undersigned hereby certifies that authorized to bind the Bidder to the co		f the commitment and is
Name/Title of Authorized Officer	Signature of Authorized Officer	

City of Canton - Office of Compliance

Subcontractor and Supplier Implementation Report

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

		1				
Bidder/Contractor Name:						
Subcontractor/Supplier Na	me:					
Project Name:						
If no MBE/WBE subcoabove for the subcontr					time, plea	ase write NA
Subcontractor/Supplier	is a:	MBE □	WBE			
Please list all entities wh	nere this	certification	n has been	received:		
Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS		SUBC AM	Part 3: FOTAL CONTRACT OUNT IN OLLARS		
					\$	
*Please provide a signoutilized to document the					rs and/or	suppliers
The undersigned contract accurate to the best of it					n this repo	ort is true and
Authorized Contractor Representative & Title:						
Signature:					DATE:	

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

Bidder/Contractor Name:				
Project Name:				
Note: To justify a waiver of the comply, and it must be demonst perform subcontracts or furnish work, in order to meet the ten p document the efforts that were if necessary.	rated that sufficient, r supplies) are unavaila ercent (10%) minority	elevant, qualified mino able in the market area business enterprise go	rity business enter of the project, or u al. Please use the	prises (which can mable to perform the spaces below to
Contacted Contractor	Proposed Work/Supplies	Reason for Unavailability	Date of Contact	Date Response Received
1.				
2.				
3.				
4.				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
			•	1
Authorized Contractor Representative & Title:				

DATE:

Signature:

Bid Form 2: Bidder and Contractor Employment Practices Report

Bidder and Contractor Employment Practices Report

City of Canton Office of Compliance

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Repor	rting Status			
A. 1	Prime Contractor	B. Prime Subcontractor	C. Supplier	D. Other (Specify)
2. Name	, Address and Teleph	one Number of Bidder Covere	ed by This Report	:
	•		·	
3. Name	, Address and Teleph	one Number of Principal Office	cial or Manager o	f Bidder
4. Name	, Address and Teleph	one Number of Principal Office	ce of Bidder	
Evaluat	ion (Office Use On	ly)		
0	Compliant			
0	Non-Compliant			
0	Follow up needed			

III. POLICIES AND PRACTICES

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

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

Ci	rcle O	ne	Items	State Reason if (C) is checked
				State Reason in (a) is election
A	В	С	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A	В	С	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A	В	С	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A	В	С	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A	В	С	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A	В	С	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A	В	С	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A	В	С	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A	В	С	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data is required to be filled in. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of future awards.

MALE: FEMALE:

				MALE:				FEMALE:			
Categories	Overall	Total Male	Total	African	Asian	Native	Hispanic	African	Asian	Native	Hispanic
	Total		Female	American	American	American		American	American	American	
Officials,											
Managers and											
Supervisors											
Professionals											
Technicians											
Part-Time											
Seasonal											
Office &											
Clerical											
Craftsman											
(skilled)											
Operatives											
(semi-skilled)											
(semi-skineu)											
Laborers (un-											
skilled)											
Service											
Workers											
Total:											

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

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

VI. POLICY STATEMENT

VII.

contract	y of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, tor, and material suppliers working on City projects or awarded City contracts be signatures of the ag statements:
1)	It is the policy of that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
2)	In support of this document will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
3)	will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
4)	will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
5)	shall require each sub-contractor hired for this project to adhere to this statement.
SIGNA	TURE
and statements knowled made knowled set forth	dersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information ements included in this employment practices report. That he/she has read all of the foregoing nts, representations, and affirmations and that they are true and correct to the best of his/her dge and belief. The undersigned, understands that if any of the statements and representations are nowing them to be false or there is a failure to implement any of the stated intentions or objectives, a herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to of current and future awards.
Firm o	r Corporation Name
Signatu	ire
Title	
Date of	Signing

Bid Form 3: Authority of Bid Signatory

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

 The party bidding is a sole partnership.
 The party bidding is a partnership and the party signing is one of the partners.
 The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's Board of Directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The Secretary of the corporation shall authenticate the resolution as currently being in full force and effect.
 Signatory authority is evidenced by other means noted below:

Bid Form 4: Bid Guaranty

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

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

PERFORMANCE BOND AFFIDAVIT

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

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

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED

Bid Form 5: Bidder Information

Bidder Information Page 1 of 3

	The Bidder shall provide the fo	llowing informa	ation as part o	of its bid.	
a.	Name of Bidder				
b.	Business Address				
	Cit		State	Zip	
c.	Business Telephone Number	() _			
d.	Person, address, email and telephone to whom official notices are to be sent				
e.	Person, address, email and telephone for further information regarding this proposal				
f.	State(s) of incorporation (w/dates of incorporation)				
g.	Principal place of business				
h.	Federal I.D. Number	#			
i.	Amount of Certified Check, Cashier's Check, Bid Bond	\$			

Bidder Information Page 2 of 3

2.	Form of Business Organization.		
	Corporation	Partnership	Other
3.	The bidder shall provide the name (officers, partners, and associates) in offices.	-	
-			
-	All of the above, including the sign the following. (Provide names and a		
- 4.	Name and address of other person, f	irms or companies interested in	this contract.
5.	Local Bidder Preference Information office, sales outlet, manufacturing Stark County, Ohio? If yes, please p	facility, or similar significant b	ousiness-related location in
-			

Bidder Information Page 3 of 3

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

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

Signed this	_ day of	, 20
	-	Contractor
]	Ву	
	(Signature	e of individual, partner or officer signing the proposal.)
Sworn to and subscrib		me this day of
		Notary Public in and for
	_	County,
	M	Iy Commission Expires:
		, 20 .

Bid Form 6: Project References

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

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

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

Bid Form 7: Bidder's Affidavit: Non-Collusion Statement, Page 1

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF)
being first duly sworn, deposes and says that he is
(Sole Owner, a Partner, President, Secretary, etc.)
of
the party making the enclosed proposal or bid, and say further that
(Give names of all persons, firms or corporations interested in the bid)

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

Bid Form 7: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

	Affiant	
Sworn to and subscribed before me this	day of	
, 20		
	Notary Public in and for	
	County,	
My Commis	sion Expires:	
		20

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

NOTICE

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01.

QUESTIONNAIRE

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

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

- 1. Please describe the work, supplies and materials covered by the bidder's bid.
- 2. Please state the identification of all work to be subcontracted. All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.
- 3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
- 4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens field, explanations of the same.
- 5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.
- 6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
- 7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.

Bid Form 8: Page 2

- 8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- 9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
- 10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
- 11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
- 12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engages within the previous five years.
- 13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.
- 14. Please describe any violations of the worker compensation law.
- 15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
- 16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- 17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
- 18. Please state the experience and the continuity of the bidder's work force.

Bid Form 8: Page 3

- 19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- 20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- 21. Please state whether the bidder's work force is drawn mainly from local employees as defined below. The number of local employees, and their job descriptions or trade specialties that the bidder will employ on the public contract.

Local Employee Definition

- A. A person residing within the City of Canton or Stark County,
- B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
- C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection A or B hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.
- 22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
- 23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
- 24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
- 25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
- 26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

Bid Form 9: Insurance Affidavit and Requirements

Insurance Requirements

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the City of Canton, Ohio and its affiliated and associated organizations or subsidiaries hereinafter referred to as Owner.
 - I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
 - II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Director of Public Service with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
 - III. In accordance with Item II, the Contractor shall maintain the following insurance:
 - 1. Worker's Compensation and Employer's Liability Insurance affording,
 - (a) Protection under the Workmen's Compensation Law in the State of Ohio.
 - (b) Employer's Liability protection subject to a minimum limit of \$100,000.00.
 - 2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations	
Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury	
Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$100,000.00
Medical Expense Limit	\$5,000.00

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
- b. not to be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
- c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
- d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
- e. Include the City of Canton, Ohio and its agents, as having additional insured status for purposes of coverage under the subject policy.
- 3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage any one accident or loss:

\$1,000,000.00

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

B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the City of Canton thirty (30) days prior written notice for cancellation or any material change in the insurance.

Insurance Affidavit

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

- 1. The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in Bid Form 9.
- 2. The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
- 3. The names and A.M. Best Company ratings of companies required to provide the required insurance.

You must have the insurance affidavit notarized.

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

Bid Form 10: Bidder's Affidavit: Foreign Corporation

Any corporation that is not in	icorporated in the State of Onio is a foreign corporation.		
The undersigned certifies that	is a foreign corporation incorporated in		
The undersigned certifies that is a foreign corporation incorpor the State of, whose principal place of business is			
is required to obtain authorization	on to transact business in the State of Ohio.		
	certifies that said authorization has been obtained and is in effect statutory agent upon whom process against bidder corporation of Ohio. The designated		
statutory agent is			
	(name and address)		
	ted statutory agent named above shall be effective service, unless y certified mail or its equivalent (return receipt), of a change in in be served.		
Date	Signed		
	Title		

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

Bid Form 11: Listing of Subcontractors

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

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

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

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

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

NOTE: The below form and/or certification \underline{must} be retyped on the bidder's letterhead and notarized utilizing \underline{either} paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor City of Canton 218 Cleveland Avenue S.W., 2nd floor Canton, OH 44702

To Whom It May Concern:

(A)	The undersigned hereby certifies that considered was not charged with any bid opening for the project nor is said the general tax list of personal propert	delinquent persona party currently char	I property tax at the time of the ged with such a delinquency or
		Or	
(B)	The undersigned hereby certifies that considered has been charged with a digeneral tax list of personal property time of bid opening for the project. The including any due and unpaid penalties	delinquency regardifor Stark County, County, County of the d	ng personal property tax on the Ohio, either currently, or at the ue and unpaid delinquent taxes
		and	
(C)	It is understood that, under Ohio law, bid has been tentatively accepted, and requires that his statement is to be sub be incorporated into the pending contract.	must be affirmed upomitted to the City A	nder oath. The law also auditor and this statement must
	Name of Company		Signatory
			Secretary
Sworn	to and subscribed in my presence this _	day of	, 20
	_	(Notary F	Public)

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

I,	
(Name of person signing affidavi	(Title)
do hereby certify that(Company or	does not have an Individual Name)
outstanding unresolved finding for reco	overy issued by the Auditor of the
State of Ohio as defined by Ohio Revis	sed Code (ORC) Section 9.24 as of
(Current date)	
-	Signature of Officer or Agent
-	Name (Print)
Sworn to and subscribed in my presence	e this day of
, 20 _	- <u></u>
_	(Notary Public)

Bid Form 14: Articles of Incorporation

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

Bid Form 15: W9 Tax Form

Please provide an up to date copy of your Company's W9.

Section VI: Contract Specifications

- 1. The construction work on this project will be governed by ODOT CMS, 2016 Item 608.
- 2. The construction work on this project will also be governed by City Standard Drawing 19, 23, 27-29, 31, 32, 33, sheets 1 through 4 (ADA Wheelchair Ramp), 34, and 40-47 (Streetscape). Other city and state Standard Drawings may apply. These documents can be found under separate cover posted with the Invitation to Bid at (http://cantonohio.gov/purchasing).
- 3. Work items will be paid for as LUMP SUM.
- 4. Refer to the plan page 4 in the bid plans for anticipated items to be incorporated. Some estimated quantities are provided for bidding purposes. This list is not all inclusive of all items that may be needed to complete the project as planned. Further, some items in the list may or may not be needed.
- 5. Item 608 Curb Ramp, Sq. Ft. is shown in the shaded area on City Standard Drawing #33 and includes the ramp curbing, detectable warnings, landing areas and any additional materials, installation, grading, and finishing required within the shaded area.
- 6. No pavements may be disturbed on any ramps located on roadways that have been paved in the last 2 years. The existing curb must be pulled away from the road and the new curb placed flush with the existing pavement.
- 7. For older roadway pavements the pavement may be saw cut 1 foot from the face of the curb to facilitate the work. Following the installation of the new curb/ADA ramps, the roadway may be restored with a full depth concrete pour using a bond breaker between the new curb/ADA ramp and the pavement restoration concrete pour.
- 8. Proper traffic control will be the responsibility of the contractor.

Section VII: Supplemental Specifications

Supplemental Specification 01-00

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

September, 2000 * Revised August, 2009

Project Submittals: The following listed items are the full responsibility of the Contractor. These items become part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. A typewritten letter shall accompany all items, on Company letterhead; clearly describe each item submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. The City will reject any information not clearly legible. **Submit four copies of the project submittals.**

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

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

The City will not pay directly for the performance of the work listed. This work is a subsidiary obligation of the Contractor.

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

1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Contractor shall submit shop drawings in not less than four (4) copies to the Engineer.
- c) Contractor shall submit shop drawings in proper sequence of construction to cause no

delay in the work. The Engineer will have ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. No work shall be performed requiring shop drawings until same the Engineer has approved these shop drawings.

- d) Label each shop drawing with the following:
 - 1. Project Name
 - 2. Name of Contractor
 - 3. Name of Subcontractor (if applicable)
 - 4. Name and Address of Supplier and/or Manufacturer
 - 5. Log Reference Number
- e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review does not make him responsible for the accuracy of said drawings.
- 2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
 - a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when the recording this video.
 - b) The video and audio recordings shall be on DVD or pre-approved alternative for replay. Contractor must submit alternative medium to the Engineer and approval received prior to scheduling.
 - c) The video portion shall have continuous time and date incorporated into it, locations and person(s) doing the work.
 - d) Audio comments during the recording must address each item in the field of view as it may pertain to the project construction. The recording technician will need to become familiar with the project plans to know what subject matter is pertinent. Further, contractor must incorporate a post recording review and audio comments into the recording.
 - e) Submitted copies of all recordings are the property of the Engineer. Contractor must submit the recording and be accepted in full by the Engineering Department prior to the start of construction.
- 3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:
 - Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
 - b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

4. Release Statement for Disposal of Excavated Materials

- (a) The Contractor shall provide to the City a written consent statement from all property owners whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
- (b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City's, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.
- (c) See attached sample copy for referencing purposes.
- 5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.
- 6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.
- 7. **Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.
 - a) <u>Certificates of Substantial and Final Completion.</u> Contractor shall submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
 - b) Final Waiver of Lien
 - Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

(SAMPLE COPY) Waste Disposal Agreement for Projects in the City of Canton

	Items 1, 3 - 9 are optional and	discretionary to the u	ndersigns		
THIS V	VASTE AGREEMENT, made this d	ay of 20	, by and between		
	(called "Co	ontractor"), and			
	of of oncerning a certain construction contract		(called "Land		
Owner ²	"), concerning a certain construction contract	between the Contracto	or and		
	in the City of Ca	anton, OH for the			
	(project), a				
1.	MANNER OF WASTING: Land Owner gra				
	earth, rock, topsoil, subsurface, unsuitable ar				
	upon the area described in the following para	igraph without require	ement, limit, or restriction as to		
_	depth, amount, manner, or time.				
2.	WASTE AREA: The property upon which (
2	commonly known as				
3.	TITLE TO WASTE AREA: The Land Own				
	contract for placement of waste material in s	_	•		
4	Contractor against any claim, suit, or damage arising out of such title or right to contract.				
4.	<u>ACCESS AND USE:</u> Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete				
	fulfillment of this agreement, and the right of				
5	PAYMENT: Contractor agrees to pay and L				
٥.	compensation for all rights granted and cover				
	the sum of payable		•		
6.	BASIS OF MEASUREMENTS: It is mutual				
	materials wasted, where required, shall be made on the following basis:				
	and said measurement shall be binding upon the parties				
	hereto for all purposes.				
7.	DAMAGES: Land Owner hereby waives an	y and all claims for da	amage to the waste area and to		
	the area of ingress and egress except as speci				
8.	RELEASE: Upon receipt of final payment h				
	have been fulfilled, Land Owner hereby release	ases Contractor from	further liability of any kind or		
	nature hereunder.				
	WITNESSES:	CONTRA	ACTOR:		
	, 	Authorized Signa	ture & Title		
		LANDOWNER:			
		Signature			
		C			

9. <u>ENTIRE AGREEMENT:</u> It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.

10. <u>DISCLAIMER</u>: The City of Canton is not a party to the here above agreement. The Contractor and Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the here above agreement. The waste material is the property of the Contractor, not the City of Canton.

Section VIII: Project Utility Note

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

Section IX: Change Order Policy

Canton Engineering Change Order Policy

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

Change Orders will be categorized into the following Tiers:

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

Tier 2: Changes that cannot be addressed using contract unit prices, exceed the Tier 1 limits, extend the contract limits, or change the environmental impact will be presented formally on a Change Order. Contractor shall submit an estimated cost and scope of the work to be performed to the LPA Project Manager. The LPA Project Manager will assemble the documentation, including purpose and analysis of the cost of the proposed change for submission to the LPA Construction Manager. LPA Construction Manager shall review the submitted documentation for availability of funds, acceptability of costs and need for the said changes. Further, the LPA Construction Manager will secure concurrence from ODOT Construction Monitor and make recommendation to the Canton City Engineer for acceptance.

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

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

Authorization of Change Order Work:

Tier 1: The Canton City Engineering will authorize the work prior to submission of the Change Order. Contractor cannot proceed until such authorization.

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

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

Section X: Claims Management Policy

CONTRSTRUCTION CLAIMS MANAGEMENT POLICY

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

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

Prior to entering into the formal claims management process, both the Prime Contractor and City's Project Manager agree to attempt to resolve any disputes in a good faith effort in accordance with the contract.

Please be advised that all disputes or claims must be presented by the Prime Contractor. Disputes or claims submitted by a sub-contractor or supplier against the City or the Prime Contractor shall not be accepted.

DEFINITION OF KEY TERMS

City Department Head is defined as the City Engineer, Water Department Superintendent, Reclamation Facility Superintendent, Building Maintenance Superintendent, and Collection Systems Superintendent.

City Project Manager is defined as a representative from City Engineering Department, the City Water Department, City Sewer and Sanitation Department, Collection Systems, Building Maintenance or a party who has a contract with the City of Canton for construction engineering services for this particular project.

Claims are defined as disputes that are not settled in Steps One or Step Two of this process.

Contract Documents is defined those documents listed in the Document Order of Precedence.

Disputes are defined as include disagreements, matters in question, and differences of opinion that may result in a request for additional money and/or time.

Prime Contractor is defined as the contractor who has a contract directly with the City of Canton for this particular project.

PROCESS

The Prime Contractor must follow this policy to be eligible for any compensation (time or monetary) for any and all claims not covered by the Change Order Policy. All steps in the policy must be completed prior to proceeding to the next step. The Prime Contractor shall immediately provide oral notification to the City Project Manager upon discovering a circumstance that may

result in a dispute. The Prime Contractor shall continue all work, including that work that is the subject of the dispute or claim. The City will continue to pay for work being performed.

STEP ONE CITY PROJECT MANAGER

Within two (2) business days of providing oral notification to the City Project Manager, the Contractor must provide a written notice to the same of any circumstance that may result in a dispute. The City Project Manager will confirm, in writing, receipt of the written notice. The City Project Manager will negotiate in an effort to reach a resolution according to the Contract Documents. The City Project Manager shall issue a written decision within fourteen (14) business days of the Step One meeting. If the dispute is not resolved, the Prime Contractor must either abandon or escalate the dispute to Step Two.

STEP TWO CITY DEPARTMENT HEAD

Within seven (7) business days of receipt of the Step One decision, the Prime Contractor must submit a written request for a Step Two meeting to the City Department Head. The City Department Head will acknowledge the request, in writing, and assign the dispute a dispute number. Within fourteen (14) business days of the receipt of the City Department Head's written acknowledgment, the Prime Contractor shall submit dispute documentation as follows:

- 1. The Prime Contractor shall submit three (3) complete copies of the documentation of the dispute to the City Department Head.
- 2. The dispute documentation shall be identified on a cover page by the project name, the parties involved in the dispute and the dispute number.
- 3. All documentation must be original documents that details the required information for each item of additional compensation and/or time extension requested.
- 4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of the written notice as required in Step One.
- 5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included.
- 6. The dollar amount of additional compensation and length of time extension being requested, supported by documentation that serve as the basis for said amounts of compensation or time.
- 7. A detailed schedule analysis must be included for any dispute concerning additional time, actual or constructive acceleration, or delay damages. Failure to submit the required schedule analysis will result in denial of that portion of the Prime Contractor's request.
- 8. Copies of all relevant correspondence and other pertinent documents.

The City Department Head shall review the dispute documentation and make a written recommendation within fourteen (14) business days of receipt of the dispute documentation. If the Prime Contractor accepts, in writing, the City Department Head's recommendation, the dispute will cease and/or be processed as a Change Order. If the Prime Contractor does not accept the City Department Head's recommendation, in writing, the City Department Head will

set a time for a Step Two meeting within fourteen (14) business days of receipt of the Prime Contractor's written response. The Step Two meeting shall be attended by the Prime Contractor and City Project Manager. Each party will have reasonable time to explain their positions regarding the dispute. Within ten (10) business days of the Step Two meeting, the City Department Head will issue a written determination of the dispute to the Prime Contractor and the City Project Manager. If the Prime Contractor accepts the City Department Head's determination, in writing, the dispute will cease and/or be processed as a Change Order. If the Prime Contractor does not accept the City Department Head's determination, the Prime Contractor may escalate to Step Three.

• STEP THREE DIRECTOR OF PUBLIC SERVICE CLAIMS COMMITTEE

Within fourteen (14) business days of receipt of the City Department Head's written determination, the Prime Contractor shall submit a Notice of Intent to File a Claim and four (4) copies of its claim documentation to the Director of Public Service by certified U.S. mail. This notice shall state the Prime Contractor's request for a Step Three Hearing on the claim. Within ten (10) calendar days of receipt of the Notice of Intent to File a Claim, the Director of Public Service shall submit the *Notice of Intent to File a Claim* and one (1) complete copy of the Prime Contractor's claim documentation to the City Department Head and City Project Manager. Within thirty (30) calendar days of the receipt of the Notice of Intent to File a Claim by the City Department Head and City Project Manager, the City Department Head and City Project Manager shall submit four (4) copies of its documentation to the Director of Public Service and one (1) copy to the Prime Contractor. After receiving the both the Prime Contractor and City Department Head and/or City Project Manager's documentation, the Director of Public Service shall set a hearing date not more than sixty (60) days from the date of receipt of said documentation. At any time between the receipt of either party's documentation and the hearing date, the Director of Public Service may request additional information. If the party fails to provide the requested information, the Director of Public Service may render his/her decision without it. The hearing date may be rescheduled one (1) time to allow time for additional review of submitted information.

The hearing will be conducted by the Director of Public Service Claims Committee. The Committee shall consist of, at the minimum, the Director of Public Service, a representative of the Canton Law Department, and a representative of the Canton Purchasing Department. The Director of Public Service may add members as he/she sees fit.

Upon completion of the hearing, the Committee will take both sides of the claim into consideration. Within thirty (30) calendar days of the Step Three hearing, the Director of Public Service will send a written decision to all parties. Within (14) calendar days, the Prime Contractor must either accept or reject the decision in writing. Step Three is the final step of the Claims Policy.

Hearing Procedure

The Prime Contractor and City Department Head and/or City Project Manager will each be allowed adequate time to present their respective positions. Each party's position will be

presented by someone who is thoroughly knowledgeable about the claim. Each party will be allowed to have others assist in the presentation. Each party will also be allowed one (1) rebuttal period limited to the scope of the other party's presentation. The Committee may ask questions at any time during the presentation.

The parties shall behave in a professional manner. The parties shall refrain from interrupting and/or interfering with the other party's presentation. The Director of Public Service reserves the right to maintain order in the hearing. If a party continues to interrupt and/or interfere with the other party's presentation, after one warning, that party may: be removed from the hearing or forfeit their rebuttal time.

In the event that both parties do not behave in a professional manner, the Director of Public Service may choose to hear each party's presentation in caucus.

Claim Documentation

When submitting the claim documentation, the Prime Contractor must certify the claim in writing. Such certification shall attest to the following:

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

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

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

By:	 	
Date of Execution:		

At a minimum, the Prime Contractor's Claim Documentation shall include:

- 1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must include the dates of the disputed work and the date of the written notice as required in Step One. This section must also list the steps the parties have taken to resolve this claim.
- 2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included.

- 3. The dollar amount of additional compensation and length of time extension being requested, supported by documentation that serve as the basis for said amounts of compensation or time.
- 4. A detailed schedule analysis must be included for any dispute concerning additional time, actual or constructive acceleration, or delay damages. Failure to submit the required schedule analysis will result in denial of that portion of the Prime Contractor's request.
- 5. Copies of all relevant correspondence and other pertinent documents.

At a minimum, the City Department Head and/or City Project Manager's Claim Documentation shall include:

- 1. A narrative of the disputed work or project circumstance at issue with sufficient description and information to enable understanding by a third party who has no knowledge of the dispute or familiarity with the project. This section must also list the steps the parties have taken to resolve this claim.
- 2. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included.
- 3. Response to each argument set forth by the Prime Contractor.
- 4. Any counter-claims, accompanied by supporting documentation they wish to assert.
- 5. Copies of all relevant correspondence and other pertinent documents.

Section XI: Signature and Proposal Pages

Signature Page Shiloh Sidewalk Streetscape, GP 1280

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

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **Shiloh Sidewalk Streetscape**, **GP 1280** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

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

SIGNATURE OF BIDDER: .

Proposal Pages

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

Contractor Name:	 	
Total Bid Price in Figures		
\$		
Total Bid Price in Words		
\$		

TOTAL PRICE AS LUMP SUM WILL BE BASIS FOR PAYMENT

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations



Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

- of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

- communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from Wage and Hour Division Web site http://www.dol.gov/esa/whd/forms/wh347instr.htm or successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as The allowable ratio of apprentices to an apprentice. journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above. shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ', to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- 7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

- awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours workweek
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit B: Prevailing Wage Requirements and Rates

Overview

This project will utilize **Davis Bacon** prevailing wage rates. All contractors and subcontractors are required to comply with all Prevailing Wage Requirements in the Ohio Revised Code. These requirements are outlined below and sample documents are contained in the following pages and will be utilized to comply with these requirements. **Please note that the City of Canton will withhold payroll and/or retainage for a pay application or for the project in total until all prevailing wage issues are resolved.**

Payroll Dates Form

Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. It is to be completed with the <u>actual payroll dates</u> and not a day of the week. This requirement applies to all contractors/subcontractors.

Letter of Authorization for Payroll Signature

The person signing the certified payrolls must be an Owner or Corporate Officer of the company, or an Authorization letter must be completed and sent to the Prevailing Wage Coordinator. The document sent **must be** the **original signed notarized document**. If the person signing the payroll changes during the course of the project then a new Letter of Authorization for payroll signature must be submitted.

Fringe Benefits Form

Please complete and return along with the payroll dates form and letter of authorization for payroll signature form.

Notification to Employee Form

If your company is a **non-union company** you **must provide a completed Notification form to each employee working on this site and provide the PWC a copy** (wage and fringe benefit amounts on Notification must match amounts listed on payrolls), the form must have the Prevailing Wage Coordinator information, if you are a **union company** you need to send the PWC a **copy of the contract/agreement your company has with the local Trade Union(s)**.

Certified Payroll

The **first certified payroll** must be sent to the Prevailing Wage Coordinator **within two weeks of 1**st **pay period on the job**, payrolls must be sent **weekly** to the Prevailing Wage Coordinator. If paying fringe benefits in "cash," include the payment of fringes in the base rate of pay. If paying fringe benefits into bona fide "plans, funds, or programs," list the amounts paid into each plan/program on the certified payroll. If the payroll form you use does not have sections for fringe benefits, you must provide the information in the remarks section on the payroll or as an attachment to the certified payroll. Any payroll form/document the contractor uses must provide all of the required information as listed on the WH 347 payroll form. (**You must provide the**

original signed documents to the Prevailing Wage Coordinator before you will receive your final payment.)

Affidavit of Compliance

When <u>each</u> contractor/subcontractor has completed their work on the job site they're <u>required to submit a Final Affidavit of Compliance before the primary contractor receives their final payment and any retainer. Must send Prevailing Wage Coordinator original signed document.</u>

Apprentices

Any/all apprentices working on this project must be registered with the State of Ohio Apprenticeship Council or the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprentiship and Training (BAT), apprentices on site cannot exceed ratios of apprentices/trainees to journeymen specified in the approved program. Contractors/subs must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement from the program for each apprentice on the project with the first payroll on which they appear. You must provide the apprentice level/year, i.e. 1, 2, 3, etc. and/or percent of Journeyman's pay rate, i.e. 50%, 55%, etc. on the certified payrolls.

Subcontractors

If any subcontractors will be used during this project then a list of subcontractors including their name, address, and phone number must be provided to the Prevailing Wage Coordinator. The Prime contractor is responsible for all forms to be furnished to subcontractors, **along with wage rates** or any other modification vital to the project.

Prevailing Wage Rates

Attached are the State of Ohio **Davis Bacon** wage rates that will apply to this project. All applicable prevailing wage rates must be posted on the job site for the duration of the project.

PAYROLL DATES

PREVAILING WAGE LAW

Instructions to the Contractor: Please read the noted on this form. This document must be subthe Public Authority on or before your companimprovement. This requirement is also applicate of this document available to them. The prevail responsible for the actions of their subcontract	ole to your subcontractors. Please make a copy ling wage laws states that contractors are
	will begin performance under contract on
(Name of Contractor)	
the	project on
(Name of Project and Location)	(Start Date)
and will conclude work on said project on	
	(Ending Date, If Known)
following schedule of dates that my company is required (NOTE: If the life of the project is expected to be over (Sweek your pay period starts and ends, plus the day you	3) three months in length, provide only the days of the
Day Pay Period Starts:	
Day Pay Period Ends:	
Day that Workers are Paid:	
I acknowledge that I am required by section 4115.071(C) of my company's certified payroll records for this project Authority within two weeks of the initial pay date listed collect and submit my subcontractors prevailing wage do accordance with law.	of the Ohio Revised Code that I must submit a copy t to the Prevailing Wage Coordinator of the Public above. I further acknowledge that I am responsible to
Contractor Signature	Date
Cor	npany Name & Address

Example

PAYROLL DATES

Example

PREVAILING WAGE LAW

form. This document must be submit	ted to the Prevailing Wage	Coordinator for the	Public Authority on or
before your company starts any work applicable to your subcontractors. Ple	ease make a copy of this do	cument available to	them. The prevailing
wage laws states that contractors are	responsible for the actions	of their subcontra	ctors.
Develop Alleman	1		
Donald P. Albrecht (Name of Contractor)	Inc.	will begin perfo	ormance under contract or
(wante of contractor)	9		
the <u>Mahoning Road Ecor</u>	nomic Development	project on	9/24/12
(Name of Project and Lo	ocation)		(Start Date)
and will conclude work on said project	10/20/12		
and will conclude work on said project	(Ending Date, If Know	- 1	
		200 •	
In accordance with section 4115.071(0	C) of the Ohio Revised Code	; listing of payroll d	lates, I hereby submit the
following schedule of dates that my co	empany is required to pay v	vages to it's worker	s while on this project
(NOTE: If the life of the project is expe	ected to be over (3) three m	nonths in length, pr	ovide only the days of the
week your pay period starts and ends,	plus the day you pay your	workers)	, , , , , , , , , , , , , , , , , , , ,
9/29/12	10/5/12	<u> </u>	10/12/12
10/19/12	10/26/12		11/2/12
11/9/12			
Day Pay Period Starts:Sunday			
Day Pay Period Ends: Saturday			
Day that Workers are Paid: Friday			
acknowledge that I am required by se	ction 4115.071(C) of the O	hio Revised Code th	nat I must submit a copy
of my company's certified payroll reco	rds for this project to the Pi	revailing Wage Coo	rdinator of the Public
Authority within two weeks of the initi	al pay date listed above. I fo	urther acknowledge	that I am responsible to
collect and submit my subcontractors p	prevailing wage documents	, including their cer	tified payroll records in
ccordance with law.			
	Donald P. A	lbrecht Inc	9/19/12
Contractor Signature		Cont into	
	1025 Brook	Ave. N.W.	Date
		Ohio 44646	_
	Company Nam		_

LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:

DATE:			
COMPANY NAME:			
ADDRESS:			
EDERAL I.D.#			
GENTLEMEN:			
₹E:			
(Project Name)		7	(Project Number)
/ Address)			Canton, Ohio 447
(Address)			
(Company Offic	er/ Owner — Title)		hereby authorizes
,	ery owner – Hile y	¥	a a
complete and si	gn all certified payroll forms	as the per	rson to
oomprete and or	gri an certifica payron forms	Tor the abov	e project.
ВУ	/ :		
	(Print Name)		
	(Signature)		
	(Title)		
Sworn and	subscribed in my presence this	day of	20
Seal :			
	·	Nota	ary Public

PREVAILING WAGE NOTIFICATION to EMPLOYEE

Project Name:			Job Numbe	ar'
Contractor:			T CO Trumbe	71.
Project Location				
Jobsite posting of Prevailing Wage rates l	ocated:			
Prevailing Wage Coordinator	•			
Name:		Name:	Employee	
Street: 218 Cleveland Ave SW		Street:		
City: Canton				
State/Zip: Ohio 44702		City:		
Phone:		State/Zip:		
		Phone:		
Classification Be Specific: Laborer I (II, III) Operating Engineer I (II, II		ailing Wage Rate otal Package	Minus your fringe benefits	Your hourly base rate
Hourly fringe benefits paid on your behalf	hy this Comp	any'		
	A1			
Fringe Health Insurance	Amount		ringe	Amount
Life Insurance		Vacation		
Pension		Holiday		
Bonus		Sick Pay		
JUILUS		Training		

Total Hourly Fringes

Date:

Date:

whpw 1512 Notification to Employee

Contractor's Signature:

Employee's Signature:

Other/ Cash

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 LIST	ED 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-UN	ION
YOUR COMPANY PAYS ALL EMPLOYEES: WEEKLY BI-WEEKI	_Y
FORWARD A BLANK FORM TO EACH SUBCONTRACTOR ON THE PROJECT FOR COMPLE RETURN ALL FORMS TO:	TION.
CITY OF CANTON 218 CLEVELAND AVE SW CANTON, OHIO 44702 ATTN: PREVAILING WAGE COORDINATOR	
CONTRACTOR'S NAME:	
ADDRESS:	
PROJECT NAME:	

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

* = [[U.S. Wage and Hour Division	Rev. Dec. 2008

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	quired to respond to the collection of information unles
	Persons are not req

	CTOR	ADDRESS			ADDRESS	0								5000
													OMB No.: 1235-0008 Expires: 01/31/2015	1235-000 01/31/201
PAYROLL NO.		FOR WEEK ENDING	5		PROJEC	PROJECT AND LOCATION	NOI				PROJECT OR CONTRACT NO.	CONTRACT	NO.	
	SNO SNO	(3)	TS	(4) DAY AND DATE	(5)	(9)	(2)			DEDI	(8) DEDUCTIONS			(6)
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOU EXEMPTI	WORK	90.10 0	HOURS WORKED EACH DAY	TOTAL	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL	NET WAGES PAID FOR WEEK
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29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each taborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information to determine that employees have received legally required wages and fininge benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have vary other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room \$3502, 200 Constitution Avenue, N.W.

(Name of Signatory Party) (Title)	 Each laborer or mechanic as indicated on the payrol basic hourly wage rate plt in the contract 	Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed
(1) That I pay or supervise the payment of the persons employed by	(c) EXCEPTIONS	in the contract, except as noted in section 4(c) below.
(Contractor or Subcontractor)	EXCEPTION (CRAFT)	EXPLANATION
Building or Work)		
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said		
from the full		
(Contractor or Subcontractor)		
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 as defined in Regulations, Part 3 (29 C.F.R. Subtitle A) issued by the Servetan of Labra indirectly.		
63 Start. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below.		
	REMARKS	
(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage det ermination incorporated int ot he contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.		
(3) T hat any apprent ices em ployed in the above periodare duly registered in a bona fide apprenticeship program regis tered with a State apprent iceship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.		
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS FLINDS OF PROCESS.	NAME AND TITLE	
		SIGNATURE
ure above referenced payroll, payments of fringe bene fits as listed in the contract have been or will be made to appropria te progra ms for the bene fit of such employees, except as noted in section 4(c) below.	THE WILLFUL FALSIFICATION O F ANY O FT HE ABO SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION 31 OF THE UNITED STATES CODE.	THE WILLFUL FALSIFICATION O F ANY O F T HE ABO VE ST ATEMENTS M AY SUBJ ECT T HE CO NTRACTOR O R SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF THE UNITED STATES CODE.

Date

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF)
 OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly

U.S. Department of Labor - Wage and Hour Division (WHD) - Instructions For Completing Payro... Page 2 of 3

rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

For Microsoft IE users, select "Save Target As"

>

For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

Affidavit of Compliance PREVAILING WAGES

(Name of Person Sig	gning Affidavit / Title)	The state of the s
do hereby certify that the wages paid to	all employees of	
	ny Name)	-
for all hours worked on the		
(Project Name	and Location)	
project, during the period from	to	are in
	(Project Dates)	
compliance with prevailing wage require	ments of the contract betw	/een
	and the City of Ca	anton, Ohio.
I further certify that no rebates or deduc	tions have or will be made,	directly or
indirectly, from any wages paid in connec provided by law.	ction with this project, othe	er than those
(Signature	of Officer or Agent)	
Sworn to and subscribed in my presence	this day of	
(Notary	Public)	-

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted before the surety is released or the final payment due under the terms of the contract is made.

General Decision Number: OH180002 05/25/2018 OH2

Superseded General Decision Number: OH20170002

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Number		Publication	Date
		01/05/2018	
		01/12/2018	
		01/19/2018	
		02/09/2018	
		02/16/2018	
		03/09/2018	
		04/06/2018	
		05/04/2018	
		05/11/2018	
		05/18/2018	
		05/25/2018	
	Number	Number	01/05/2018 01/12/2018 01/19/2018 02/09/2018 02/16/2018 03/09/2018 04/06/2018 05/04/2018 05/11/2018 05/18/2018

BROH0001-001 06/01/2017

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

		Rates	Fringes
Bricklayer,	Stonemason	\$ 28.65	14.55
	4 06/01/0017		

BROH0001-004 06/01/2017

Rates Fringes

CEMENT	MASON/	CONCRETE	FINISHER\$	28.65	14.55
550000		06/01/00	17		

BROH0003-002 06/01/2017

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

		Rates	Fringes
Bricklayer,	Stonemason	\$ 28.65	14.55
BROH0005-00	03 06/01/2017		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; &		
STONEMASONSS		14.55 14.18
SEWER BRICKLAYERS & STACK BUILDERSS SWING SCAFFOLDS	•	14.18 14.18

BROH0006-005 06/01/2017

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason	\$ 28.65	14.55
BROH0007-002 06/01/2017		
LAWRENCE		30
	Rates	Fringes
Bricklayer, Stonemason	\$ 28.65	14.55
BROH0007-005 06/01/2017		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER	\$ 28.65	14.55

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 28.65

BROH0008-001 06/01/2017

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....\$ 28.65 14.55

BROH0009-002 06/01/2017

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65 14.55
Refractory......\$ 31.45 19.01

BROH0010-002 06/01/2017

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

Rates Fringes

Bricklayer, Stonemason......\$ 28.65 14.55

BROH0014-002 06/01/2017

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0016-002 06/01/2017

ASHTABULA, GEAUGA, and LAKE COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0018-002 06/01/2017

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0022-004 06/01/2017

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

Rates Fringes

Bricklayer, Stonemason......\$ 28.65

.

BROH0032-001 06/01/2017

GALLIA & MEIGS

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0035-002 06/01/2017

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0039-002 06/01/2017

ADAMS & SCIOTO

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0040-003 06/01/2017

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing

stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate. "Hot" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2017

Rates Fringes

Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY

COUNTIES:....\$ 28.65 14.55 -----

BROH0045-002 06/01/2017

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates

Fringes

Bricklayer, Stonemason.....\$ 28.65

14.55

BROH0046-002 06/01/2017

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

14.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

"Hot" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2017

ATHENS COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 28.65

BROH0052-003 06/01/2017

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason		14.55
BROH0055-003 06/01/2017		
DELAWARE, FRANKLIN, MADISON, PI	CKAWAY and UN	NION COUNTIES
	Rates	Fringes
Bricklayer, Stonemason	\$ 28.65	14.55
CARP0003-004 05/01/2017		
MAHONING & TRUMBULL		
	Rates	Fringes
CARPENTER	\$ 26.20	17.42
CARP0069-003 05/01/2017		
CARROLL, STARK, TUSCARAWAS & WA	YNE	
	Rates	Fringes
CARPENTER		15.98
CARP0069-006 05/01/2017		
COSHOCTON, HOLMES, KNOX & MORRO	ΣŴ	
¥	Rates	Fringes
CARPENTER	\$ 24.04	15.29
CARP0171-002 05/01/2017		
BELMONT, COLUMBIANA, HARRISON,	JEFFERSON & I	MONROE
	Rates	Fringes
CARPENTER		17.73
CARP0200-002 05/01/2017		
ADAMS, ATHENS, DELAWARE, FAIRFI GUERNSEY, HIGHLAND, HOCKING, JA MADISON, MARION, MEIGS, MORGAN, PICKAWAY, PIKE, ROSS, SCIOTO, C COUNTIES	ACKSON, LAWRE MUSKINGUM,	NCE, LICKING, NOBLE, PERRY,
	Rates	Fringes
CARPENTER Diver PILEDRIVERMAN	\$ 39.41	16.22 10.40 16.22

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER	.\$ 27.27	14.58
CARP0248-008 07/01/2008		
	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES	.\$ 23.71	13.28
CARP0254-002 05/01/2017		
ASHTABULA, CUYAHOGA, GEAUGA & LA	KE	
	Rates	Fringes
CARPENTER	.\$ 32.40	16.97
CARP0372-002 05/01/2016		
ALLEN, AUGLAIZE, HARDIN, MERCER,	PUTNAM & VAN WE	RT
	Rates	Fringes
CARPENTER	.\$ 24.54	18.21
CARP0639-003 05/01/2017		
MEDINA, PORTAGE & SUMMIT		
	Rates	Fringes
CARPENTER	.\$ 30.42	16.99
CARP0735-002 05/01/2017		
ASHLAND, ERIE, HURON, LORAIN & R	ICHLAND	
	Rates	Fringes
CARPENTER		15.53
CARP1311-001 05/01/2017		
BROWN, BUTLER, CHAMPAIGN, CLARK, GREENE, HAMILTON, LOGAN, MIAMI, WARREN		
	Rates	Fringes
Carpenter & Piledrivermen		15.95 9.69

CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates	Fringes

Piledrivermen & Diver's Tender...\$ 27.30 16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

Rates Fringes

Piledrivermen & Diver's Tender...\$ 25.15 15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet	\$ 48.11	17.33
Piledrivermen; Diver, Dry	\$ 32.07	17.33

CARP1871-008 05/01/2017

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

Rates	Fringes
Diver, Wet\$ 45.80 Piledrivermen; Diver, Dry\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet	\$ 38.34	16.95
Piledrivermen; Diver, Dry	•	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

I	Rates	Fringes
Diver, Wet\$	37.34	16.07
Piledrivermen; Diver, Dry\$	24.89	16.07

		https://www.wdol. _i
CARP1871-017 05/01/2017		
MAHONING & TRUMBULL		
THE CONTROL OF THE CO		
	Rates	Fringes
Diver, Wet Piledrivermen; Diver, Dry		17.62 17.62
CARP2235-012 01/01/2014		
COLUMBIANA & JEFFERSON		
	Rates	Fringes
PILEDRIVERMAN	\$ 31.74	16.41
CARP2239-001 07/01/2008		
CRAWFORD, OTTAWA, SANDUSKY, SEN	ECA & WYANDOT	
	Rates	Fringes
CARPENTER		13.28
ELEC0008-002 05/29/2017		
DEFIANCE, FULTON, HANCOCK, HENR PUTNAM, SANDUSKY, SENECA, WILLI		AWA, PAULDING,
	Rates	Fringes
CABLE SPLICER		18.96 4.5%+19.63
ELEC0032-003 06/01/2017		
ALLEN, AUGLAIZE, HARDIN, LOGAN, WYANDOT (Crawford, Jackson, Mar Ridge & Salem Townships)		
	Rates	Fringes
ELECTRICIAN	\$ 29.07	17.23

	Rates	Fringes
ELECTRICIAN\$	29.07	17.23
ELEC0038-002 04/24/2017	W.	

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

Ra	ates	Fringes
ELECTRICIAN		
Excluding Sound &		
Communications Work\$	37.63	20.40

FOOTNOTES;

a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0038-008 04/27/2017

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

E	Rates	Fringes
Sound & Communication Technician		
Communications Technician\$	26 55	10 021-16
		10.92+a+b
Installer Technician\$	Z5.3U	10.88+a+b

FOOTNOTES;

a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;Labor Day; Thanksgiving Day; & Christmas Dayb. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

ELEC0064-003 11/27/2017

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &
Liberty Townships)

	Rates	Fringes
ELECTRICIAN	\$ 32.92	14.57
ELEC0071-001 01/02/2017		

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	I	Rates	Fringes
Line	Construction		
	Equipment Operators\$	32.24	12.65
	Groundmen\$	23.28	10.68
	Linemen & Cable Splicers\$	36.64	13.63

TI DC0071 004 01 /00 /0017

ELEC0071-004 01/02/2017

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	\$ 32.24	12.65
Groundman	\$ 23.28	10.68
Lineman & Cable Splicers	36.64	13.63
		

ELEC0071-005 12/26/2016

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment		
Operator		
DOT/Traffic Signal &		
Highway Lighting Projects. Municipal Power/Transit	\$ 31.99	13.50
Projects	\$ 38.21	12.05
DOT/Traffic Signal &		
Highway Lighting Projects. Municipal Power/Transit	\$ 24.82	11.70
Projects	\$ 29.67	12.92
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal &	•	
Highway Lighting Projects. Municipal Power/Transit	\$ 35.57	14.40
Projects	\$ 42.48	16.11

ELEC0071-008 01/02/2017

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	.\$ 32.24	12.65
Groundman	.\$ 23.28	10.68
Lineman & Cable Splicers	.\$ 36.64	13.63

ELEC0071-010 01/02/2017

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

	I	Rates	Fringes
Line	Construction		
	Equipment Operator\$	32.24	12.65
	Groundman\$	23.28	10.68

Lineman	&	Cable	Spli	cers	\$ 36.64	13.	63

ELEC0071-013 01/02/2017

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes	
Line Construction			
Equipment Operator	\$ 32.24	12.65	
Groundman	\$ 23.28	10.68	
Lineman & Cable Splicers.	\$ 36.64	13.63	

ELEC0071-014 01/02/2017

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator	\$ 32.24	12.65
Groundman	\$ 23.28	10.68
Lineman & Cable Splicers	\$ 36.64	13.63

ELEC0082-002 12/04/2017

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN	\$ 29.60	18.74

ELEC0082-006 11/27/2017

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	\$ 11.78	3.82
Installer/Technician	\$ 23.55	11.26

ELEC0129-003 02/27/2017

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

Rates Fringes

ELECTRICIAN	,	33.35	16.27
ELEC0129-004	02/27/2017		

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN	\$ 33.35	16.27
ELEC0141-003 09/04/2017		

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER		24.74 24.14

ELEC0212-003 11/27/2017

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician	\$ 23.55	11.26
ELEC0212-005 06/05/2017		

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 27.90	17.56

^{*} ELEC0245-001 06/01/1998

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	I	Rates	Fringes
Line	Construction		
	Equipment Operator\$	20.27	4.12+a
	Groundman Truck Driver\$	14.43	3.63+a
	Lineman\$	22.52	4.31+a

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2018

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	I	Rates	Fringes
Line	Construction Cable Splicer\$ Groundman/Truck Driver\$ Heli-arc Welding\$ Lineman\$ Operator - Class 1\$ Operator - Class 2\$	16.84 38.79 38.49 30.79	25.2%+5.75+a 25.2%+5.75+a 25.2%+5.75+a 25.2%+5.75+a 25.2%+5.75+a 25.2%+5.75+a
	Traffic Signal & Lighting Technician\$	34.64	25.2%+5.75+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2018

ERIE COUNTY

	I	Rates	Fringes
Line	Construction		
	Cable Splicer\$	44.26	25.2%+5.75+a
	Groundman/Truck Driver\$	16.84	25.2%+5.75+a
	Lineman\$	38.49	25.2%+5.75+a
	Operator - Class 1\$	30.79	25.2%+5.75+a
	Operator - Class 2\$	26.94	25.2%+5.75+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 11/27/2017

	Rates	Fringes
ELECTRICIAN	37.00	31.08+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/29/2017

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER		16.56 5%+17.21

ELEC0317-002 06/01/2017

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER		18.13 24.11

ELEC0540-005 01/01/2018

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townhships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	\$ 31.49	22.87

^{*} ELEC0573-003 11/27/2017

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN	\$ 32.40	18.32
ELEC0575-001 01/01/2018		

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN	\$ 32.45	15.88

^{*} ELEC0648-001 03/05/2018

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER	,	18.23 18.20

ELEC0673-004 05/29/2017

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER\$ ELECTRICIAN\$		19.66 19.66

ELEC0683-002 05/30/2016

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER		15.85 17.38

ELEC0688-003 05/28/2017

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

I	Rates	Fringes
ELECTRICIAN\$	28.46	17.35

ELEC0972-002 06/01/2017

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITES

I	Rates	Fringes
CABLE SPLICER\$	33.06	24.55
ELECTRICIAN\$	32.81	24.54

ELEC1105-001 01/01/2018

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 30.40	17.24
ENGI0018-003 05/01/2017		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	36.33	14.76
GROUP 2\$	36.23	14.76
GROUP 3\$	35.19	14.76
GROUP 4\$	33.97	14.76
GROUP 5\$	28.68	14.76
GROUP 6\$	36.58	14.76
GROUP 7\$	36.58	14.76

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine,

Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	34.84	14.76
GROUP 2	34.72	14.76
GROUP 3	33.68	14.76
GROUP 4	32.50	14.76
GROUP 5	27.04	14.76
GROUP 6	35.09	14.76
GROUP 7	35.09	14.76

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment

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(includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonary; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

Rates

Fringes

POWER EQUIPMENT OPERATOR
ASBESTOS; HAZARDOUS/TOXIC
WASTE PROJECTS

GROUP 1 - A & B\$ 39 ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	9.23	19.66
GROUP 2 - A & B\$ 38 ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	8.90	19.66
GROUP 3 - A & B\$ 34 ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	4.64	19.66
GROUP 4 - A & B\$ 30 ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS	0.70	19.66
GROUP 5 - A & B\$ 27 HAZARDOUS/TOXIC WASTE PROJECTS	7.30	19.66
GROUP 1 - C & D\$ 35 HAZARDOUS/TOXIC WASTE PROJECTS	5.96	19.66
GROUP 2 - C & D\$ 35 HAZARDOUS/TOXIC WASTE PROJECTS	5.66	19.66
GROUP 3 - C & D\$ 31 HAZARDOUS/TOXIC WASTE PROJECTS	1.76	19.66
GROUP 4 - C & D\$ 28 HAZARDOUS/TOXIC WASTE PROJECTS	8.14	19.66
GROUP 5 - C & D\$ 25 ALL OTHER WORK	5.03	19.66
GROUP 1\$ 32 ALL OTHER WORK	2.69	19.66
GROUP 2\$ 32 ALL OTHER WORK	2.42	19.66
GROUP 3\$ 28	3.87	19.66
GROUP 4\$ 25	5.58	19.66
GROUP 5\$ 22	2.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable

concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch
Plant-Job Related; Boiler Operator; Compressor; Conveyor;
Curb Builder, self-propelled; Drill Wagon; Generator Set;
Generator-Steam; Heater-Portable Power; Hydraulic
Manipulator Crane; Jack-Hydraulic Power driven;
Jack-Hydraulic (Railroad); Ladavator; Minor Machine
Operator; Mixer-Concrete; Mulching Machine; Pin Puller;
Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull
Type); Saw-Concrete-Self-Propelled (Highway Work); Signal

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Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2017

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
<pre>IRONWORKER Ornamental, Reinforcing, &</pre>		
Structural	\$ 33.33	21.50
IRON0017-010 05/01/2017		-

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates	Fringes
\$ 33.33 	21.50
	ş:

IRON0044-001 06/01/2017

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING Beyond 30-mile radius of		
Hamilton County Courthouse Up to & including 30-mile	\$ 27.85	20.70
radius of Hamilton County Courthouse	\$ 27.60	20.70

IRON0044-002 06/01/2017

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

1	Rates	Fringes
IRONWORKER		
Fence Erector\$	25.62	20.70
Ornamental; Structural\$	26.97	20.70

IRON0055-003 07/01/2017

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector	\$ 20.53	20.12
Flat Road Mesh	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure	\$ 29.77	21.30
All Other Work	\$ 29.77	21.30

IRON0147-002 06/01/2015

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER	\$ 25.39	20.64

IRON0172-002 06/01/2017

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 28.52	20.10
IRON0207-004 06/01/2017		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter	\$ 29.06	24.70
Ornamental; Reinforcing;		
Structural	\$ 28.06	24.70

IRON0290-002 06/01/2017

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 27.50	21.48

IRON0549-003 12/01/2017

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to

the south border)

	Rates	Fringes
IRONWORKER	.\$ 33.34	19.64
IRON0550-004 05/01/2017		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural,		10.10
Ornamental and Reinforcing	\$ 27.20	19.13
IRON0769-004 06/01/2017		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes	
IRONWORKER	\$ 31.33	23.97	
IRON0787-003 12/01/2017		· · · · · · · · · · · · · · · · · · ·	-

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER	.\$ 29.68	21.55

LABO0265-008 05/01/2018

FACILITIES, PUMPING

R	ates	Fringes
LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES GROUP 1\$ GROUP 2\$ GROUP 3\$ CROUP 4\$ CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT	31.22 31.55	10.95 10.95 10.95 10.95

STATIONS, & ETHANOL PLANTS		
CONSTRUCTION\$	33.66	10.95
CUYAHOGA, GEAUGA & LAKE		
COUNTIES		
GROUP 1\$	32.28	10.95
GROUP 2\$	32.45	10.95
GROUP 3\$	32.78	10.95
GROUP 4\$	33.23	10.95
REMAINING COUNTIES OF OHIO		
GROUP 1\$	30.62	10.95
GROUP 2\$	30.79	10.95
GROUP 3\$	31.12	10.95
GROUP 4\$	31.57	10.95

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK;		
REMODELING; & RENOVATIONS		
GROUP 1\$	27.90	15.31
GROUP 2\$	28.30	15.31
GROUP 3\$	28.60	15.31
GROUP 4\$	34.16	15.31
COMMERCIAL REPAINT		
GROUP 1\$	26.40	15.31
GROUP 2\$	26.80	15.31
GROUP 3\$	27.10	15.31

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2017

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	F	Rates	Fringes
PAINTER			
NEW COM	MERCIAL WORK		
GROUP 1	1\$	25.39	16.29
GROUP 2	2\$	26.39	16.29
GROUP 3	3\$	26.39	16.29
GROUP 4	4\$	26.39	16.29
GROUP 5	5\$	26.39	16.29
GROUP (6\$	26.39	16.29
GROUP "	7\$	26.39	16.29
GROUP 8	8\$	26.39	16.29
GROUP 9	9\$	26.39	16.29

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2017

BUTLER COUNTY

		Rates	Fringes
PAINTER			
GROUP	1	\$ 21.95	9.54
GROUP	2	\$ 24.61	9.54
GROUP	3	\$ 25.11	9.54
GROUP	4	\$ 25.36	9.54
GROUP	5	\$ 25.61	9.54

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2017

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

I	Rates	Fringes
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES-		
STRIPING Bridge Equipment Tender and Containment Builder\$ Bridges when highest point of clearance is 60 feet or more; & Lead	21.95	9.54
Abatement Projects\$ Brush & Roller\$ Sandblasting & Hopper		9.54 9.54
Tender; Water Blasting\$ Spray\$		9.54 9.54

PAIN0093-001 12/01/2017

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and WASHINGTON COUNTIES

F	Rates	Fringes
PAINTER		
Bridges; Locks; Dams;		
Tension Towers; &		
Energized Substations\$	33.59	17.25
Power Generating Facilities.\$	30.44	17.25

PAIN0249-002 07/01/2017

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

1	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller\$ GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High	23.29	10.58
Tension Electrical Equipment; & Hot Pipes\$ GROUP 3 - Spray; Sandblast; Steamclean;	23.29	10.58
Lead Abatement\$	24.04	10.58
GROUP 4 - Steeplejack Work\$	24.24	10.58
GROUP 5 - Coal Tar\$ GROUP 6 - Bridge Equipment Tender & or Containment	24.79	10.58
Builder\$ GROUP 7 - Tanks, Stacks &	26.53	10.58
Towers\$ GROUP 8 - Bridge Blaster,	26.93	10.58
Rigger\$	32.90	10.58

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

1	Rates	Fringes
PAINTER		
Bridge Equipment Tenders		
and Containment Builders\$	27.93	7.25
Bridges; Blasters;		
andRiggers\$	34.60	7.25
Brush and Roller\$		7.25
Sandblasting; Steam		
Cleaning; Waterblasting;		
and Hazardous Work\$	25.82	7.25
Spray\$	21.40	7.25
Structural Steel and Swing		
Stage\$	25.42	7.25
Tanks; Stacks; and Towers\$	28.63	7.25

PAIN0438-002 12/01/2017

BELMONT, HARRISON and JEFFERSON COUNTIES

F	Rates	Fringes
PAINTER		
Bridges, Locks, Dams,		
Tension Towers & Energized		
Substations\$	32.35	16.43
Power Generating Facilities.\$	29.20	16.43

PAIN0476-001 06/01/2017

COLUMBIANA, MAHONING, and TRUMBULL COUNITES

	1	Rates	Fringes
PAINTER			
GROUP	1\$	25.37	12.93
GROUP	2\$	27.37	12.93
GROUP	3\$	25.58	12.93
GROUP	4\$	25.87	12.93
GROUP	5\$	26.02	12.93
GROUP	6\$	26.37	12.93
GROUP	7\$	27.37	12.93

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above

50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2017

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	F	Rates	Fringes
PAINTER			
GROUP	1\$	30.40	15.12
GROUP	2\$	31.80	15.12
GROUP	3\$	33.21	15.12
GROUP	4\$	35.95	15.12

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0603-002 06/01/2012

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing	20.00	11.00 11.00 11.00

PAIN0639-001 05/01/2011

Rates Fringes
Sign Painter & Erector......\$ 20.61 3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2017

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller\$	23.52	13.11
Structural Steel\$	25.12	13.11

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate\$	24.83	10.00
Bridges, Locks, Dams &		
Tension Towers\$	27.83	10.00

PAIN0841-001 06/01/2017

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	1	Rates	Fringes
Painters:			
GROUP	1\$	25.33	13.92

GROUP	2\$	25.98	13.92
GROUP	3\$	26.08	13.92
GROUP	4\$	26.18	13.92
GROUP	5\$	26.58	13.92
GROUP	6\$	39.20	11.75
GROUP	7\$	26.58	13.92

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

PAIN1020-002 04/01/2018

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

I	Rates	Fringes
PAINTER		
Brush & Roller\$	24.30	12.93
Drywall Finishing & Taping\$	23.00	12.93
Lead Abatement\$	26.05	12.93
Spray, Sandblasting		
Pressure Cleaning, &		
Refinery\$	25.05	12.93
Swing Stage, Chair,		
Spiders, & Cherry Pickers\$	24.55	12.93
Wallcoverings\$	21.90	12.93

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2017

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

1	Rates	Fringes
PAINTER		
Bridges\$	34.14	12.95
Brush; Roller\$	25.36	12.95
Sandblasting;		
Steamcleaning;		
Waterblasting (3500 PSI or		
Over) & Hazardous Work\$	26.06	12.95
Spray\$	25.86	12.95
Stacks; Tanks; & Towers\$	28.17	12.95
Structural Steel & Swing		
Stage\$	24.96	12.95

PLAS0132-001 05/01/2018

ASHTABULA, CUYAHOGA, FULTON, GEAUGA, HANCOCK, HENRY, LAKE, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER	\$ 29.63	17.11
PLAS0132-002 05/01/2018		

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

	Rates	Fringes
PLASTERER	.\$ 28.86	17.11
PLAS0132-003 05/01/2018		

REMAINING COUNTIES

	Rates	Fringes
PLASTERER	\$ 28.21	17.11
PLUM0042-002 07/01/2017		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes		
Plumber, Pipefitter, Steamfitter	\$ 33.80	21.07		
DITMODED 002 10/02/2017				

PLUM0050-002 10/02/2017

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	.\$ 40.60	25.17
PLUM0055-003 05/01/2017		
ASHTABULA, CUYAHOGA, GEAUGA, LAK Smith Road) & SUMMIT (N. of Rte. limits of the city of Hudson)		
	Rates	Fringes
PLUMBER	.\$ 34.90	24.43
* PLUM0083-001 07/01/2017		
BELMONT & MONROE (North of Rte.	#78)	
	Rates	Fringes
Plumber and Steamfitter	.\$ 32.16	31.51
PLUM0094-002 05/01/2017		
CARROLL (Northen Half), STARK, a	nd WAYNE COUNT	IES
	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 35.23	18.09
PLUM0120-002 05/01/2017		
ASHTABULA, CUYAHOGA, GEAUGA, LAK House in Avon Lake), MEDINA (N. #303)		
	Rates	Fringes
PIPEFITTER	.\$ 37.27	23.80
PLUM0162-002 01/01/2018		
CHAMPAIGN, CLARK, CLINTON, DARKE MONTGOMERY & PREBLE	, FAYETTE, GREE	NE, MIAMI,
	Rates	Fringes
Plumber, Pipefitter, Steamfitter		20.42
PLUM0168-002 06/01/2017		
MEIGS, MONROE (South of Rte. #78 & WASHINGTON), MORGAN (South	n of Rte. #78)

Rates Fringes
PLUMBER/PIPEFITTER.....\$33.42 29.08

* PLUM0189-002 06/01/2017

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter	.\$ 36.27	23.24
PLUM0392-002 06/01/2017		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 31.11	19.52
PLUM0396-001 06/01/2017		

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),

MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 33.50	23.36
PLUM0495-002 06/01/2017		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes	
Plumber, Pipefitter, Steamfitter	\$ 37.77	22.56	
PLUM0577-002 06/01/2017			
ADAMS ATHENS GALLIA HIGHLA	ND JACKSON I.A	WRENCE PIKE	

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	.\$ 33.40	22.98
PLUM0776-002 07/01/2017		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	.\$ 35.00	23.03

TEAM0377-003 05/01/2017

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

R	lates	Fringes
TRUCK DRIVER		
GROUP 1\$	26.68	14.31
GROUP 2\$	27.10	14.31

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2017

CUYAHOGA, GEAUGA & LAKE

F	Rates	Fringes
TRUCK DRIVER		
GROUP 1\$	27.40	16.05
GROUP 2\$	27.90	16.05

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

40 of 41 5/31/2018, 12:50 PM

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

			*
	8		



STARK COUNTY, OHIO SECTION 3 UNDERSTANDING

The U.S. Department of Housing and Urban Development (HUD) issued regulations that provide the directive to create job opportunities for low-income persons when HUD funds are expended on a construction project. These regulations are known as Section 3 policy. The purpose of the Section 3 policy is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible be directed toward low-i9ncome and very low-income persons.

Section 3 covered projects are construction, reconstruction, conversion or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance. Section 3 covered contracts do no include contracts for purchase of supplies and materials. However, whenever a contract for materials includes the installation of materials, the contract constitutes a Section 3 covered contract.

Fund recipients and contractors must show compliance with the numerical goals set forth by the regulations. The numerical goals for new hires apply only to the number of new hires generated because of the financial assistance of the HUD programs. The numerical goals are not absolute numerical requirements. They are goals that each recipient and contractor should try to reach. The goals, if not met, do not trigger sanctions against the recipient or contractor. However, if challenged on the issue of compliance with Section 3, the recipient or contractor should be ready to demonstrate that they tried to reach these goals. The goals are as follows:

- 10% of all covered new hires for the year beginning FY 1995
- 20% of all covered new hires for the year beginning FY 1996
- 30% of all covered new hires for the year beginning FY 1997

In addition, recipients and contractors are required to show compliance with the goal that at least 10% of any building trade activity which is subcontracted, and 3% of non building trade activity (construction management, etc) is awarded to eligible Section 3 business concerns.

Further information regarding these requirements may be found in the Federal Regulations at 24 CFR 135, and the Stark County Section 3 Plan.

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

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Sign.	- 1 3	TI	ω.	11 18 40	ITΩ
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TRAINING PLAN

Will t	here be any training opportunities on this project?
	YES NO
If the	response to the above was yes, please complete the attached form.
Π	NSTRUCTIONS FOR COMPLETION OF TRAINING PLAN
(A)	Areas of anticipated training in connection with this project: please list.
(B)	Number of expected training hours available by training area category: please list
(C)	Type of training available: self explanatory
(D)	Opportunities available by training area to Section 3 residents: please respond with either a "yes" or "no" to indicate whether training will be available for low and very low-incomindividuals (Section 3 residents) by training area category.
(E)	Comments: self explanatory.

TRAINING PLAN

Areas of Anticipated Training In Connection With This Project (A)	Number of Expected Training Hours by Training Area (B)	Type of Training: Classroom Training (CRT) On The Job Training (OTJ)	Opportunities available Section 3 Residents By Category (Y/N) (D)	Comments (E)
		Both (Both) (C)		

SUBCONTRACTOR ACTIVITY REPORT

This form must be submitted prior to final contract payment

INSTRUCTIONS FOR COMPLETION OF SUBCONTRACTOR ACTIVITY REPORT

- (A)Project Number: List number of project.
- (B) HUD Source: List HUD source of funds (Examples include: Community Development Block Grant (CDBG), Housing Opportunities for People with AIDS (HOPWA), Emergency Shelter Grants (ESG) and HOME).
- (C) Date: List completion date.
- (D) Contractor: Write name of general contractor
- (E) State contractor's mailing address
- (F) List the name of the project and the location of the project.
- (G) Actual Construction Start: State the date the construction began.
- (H) Name of subcontractor: List the names of subcontractors separately. State their address and their Tax I.D. Number.
- (I) Amount of Contract: State dollar amount of the contract with each subcontractor.
- (J) Ethnic/Racial Code: Using the Ethnic/Racial Code listed at the bottom of the page, please indicate the ethnic/racial composition of each subcontractor.
- (K) Gender Code: Using the Gender Code listed at the bottom of the page, please indicate the gender of each subcontractor.
- (L) Section 3 Business Concern: For each subcontractor, indicate whether the subcontractor is a Section 3 Business Concern. Each contractor or subcontractor identified and documented as a Section 3 Business Concern will be counted towards your numerical goals.
- (M) Types of Services Provided: For each subcontractor, indicate the type(s) of services provided by your subcontractors.
- (N) Start Date: Indicate the start and completion date of each subcontract.
- *If, after the submission of this form and prior to contract completion, the contractor should subcontract out some portion of the work, this form must be updated prior to final payment.

	SU	BCONTRA	CTOR AC	TIVITY I	REPORT	
Project Number:		HUD Source	Date:			
Contractor:		99996		Address:		
Name of Subcontractor Complete Address and Tax I.D. Number	Amount Contrac		Code Code	Section 3 Business Concern (Y/N)	Type(s) of Services Provided (Including Construction Supplies)	Start and Completion Dates
	S					From: To:
	\$					From: To:
	S					From:
	\$					From: To:
	\$					From:

STARK COUNTY, OHIO SECTION 3 RESIDENT AFFIDAVIT – 2010

The undersigned represents, and says, under penalty of law, as follows: 1. My current address is (give street address, village, state and zip code) 2. I am ____ am not a resident of public housing. The total number of individuals in my family (including all family members 3. currently living in my household including myself, or those related by blood, marriage, adoption or guardianship) is 4. Last year, the annual income for my family was less than the amount listed on the table below for my family size: Yes No FAMILY SIZE INCOME \$32,300 1 2 \$36,900 3 \$41,550 \$46,150 5 \$49,850 6 \$53,550 7 \$57,250 8 \$60,900 If the total number of individuals in your family is over eight, please state the annual income for your family during the last year: \$_____ number in house _____ 5. I understand that the information above relating to the size and annual income of my family may require verification. I agree to provide, upon request, documents verifying this information and I authorize my employer to release information required for the United States Department of Housing and Urban Development or their designee to verify my status as a 'Section 3 Resident' under Section 3 of the Housing and Urban Development Act of 1968 (and related regulations). Name: (Signature) Name: (Printed)

Date:

SECTION 3 RESIDENT AFFIDAVIT

For any new hires on a covered project the information on the attached Section 3 Resident Affidavit Form must be obtained if the person is to be claimed as an eligible Section resident new hire.

INSTRUCTIONS FOR COMPLETION

- 1. Provide employee's current address.
- 2. Indicate whether the employee is a resident of public housing
- 3. Indicate the total number of individuals in the employee's family.
- 4. By using the table, indicate whether the annual income for the employee's family for the last year was less than the amount specified on the table. If the family size is over 8, list the annual income for the family.
- 5. The form should be signed by the employee.

After the form is completed by an employee, his or her employer is responsible for collecting the form and delivering the form to the County. The form for any employee must be delivered to the County prior to the receipt of final payment under any covered contract. Each person who fills out this form must be able to verify the information if requested.

SAMPLE RECORD KEEPING FORMAT

Applicant and Hiring Flow Data

Contractor:				Federal ID:	Time Period	
Prime Recipient:				Contract Award/Project No.		
Contact Pers	on:			L		
(1) Date	(2) Name	(3) Position Applying For	(4) Referral Sourc	(5) Section 3 Preference		
4/30	Jane Q. Public 1234 Job Street Section 3, 1156789 (321)321-7654	Carpenter	Walk-in	1-11 F/N	2 (5/5	
*Preference Order 1. Section 3 residents residing in the service area of neighborhood in which the Section 3 covered project is located. 2. Participants in HUD Youthbuild programs. 3. Homeless persons residing in the service are or neighborhood in which the Section 3 covered project is located. 4. Other low and very low income persons (Section 3) residents residing in the metropolitan area.			16=American India 17=Asian & White 18=Black/African	red fered – rejected lousehold Code ka Native an/Other Pacific Isla an/Alaska Native & American & White	White	
NOTE: E-4	ies in Columns 5 and 6	* 4 *	Y=yes N=no	Dial II'		

NOTE: Entries in Columns 5 and 6 means that the applicant was a Black, non Hispanic female who is a resident of the service area in which the covered project is located on May 5.

RECORD KEEPING FORMAT

Applicant and Hiring Flow Data

Contractor:				Federal ID:	Time Period
Prime Recipient	•			Contract Awar	d/Project No.
Contact Person:					
(1) Date	(2) Name	(3) Position Applying For	(4) Referral Source	(5) Section 3 Preference	(6) Status
neighborhood in what located. 5. Participant of Homeless neighborhous project is larged of the low (Section 3) metropolitics.	sidents residing in the section 3 of the section and very low incomplete in the section of the section and area.	uild programs. In the service are or ection 3 covered The persons in the	16=American Ind 17=Asian & Whit 18=Black/African 19=American Ind American 20=Other Multi R Hispanic Code Y=yes N=no	nired offered – rejected Household Code aska Native ian/Other Pacific Isla ian/Alaska Native & e American & White ian/Alaska Native & acial	White Black/African
NOTE: Entries	in Columns 5 au	nd 6 means that th	e annlicant was	a Black non His	pania female

NOTE: Entries in Columns 5 and 6 means that the applicant was a Black, non Hispanic female who is a resident of the service area in which the covered project is located on May 5.

OUTREACH-RECRUITMENT LETTER EMPLOYMENT AND TRAINING POSITIONS

Ms. Jane Doe Northside Community Organization 123 First Street Canton, Ohio 44702

Subject: Section 3 Recruitment

Dear Ms. Doe:

Our firm is a contractor on a HUD financed project in Stark County covered by Section 3 of the Housing and Community Development Act of 1968, as amended. Under this law we are required to ensure that employment and other opportunities be directed to low and very low income persons in the order specified on the attached Notice. Additionally, we are required to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance.

Our firm is committed to complying with Section 3 and action steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notifying and referring qualified Section 3 residents for the job openings listed on the attached Section 3 Notice. Interested persons should contact:

Mr. John Smith 567 South Street Canton, Ohio 44702

Thank you for your assistance in this matter. Should you need additional information please contact Mr. Smith at (330) 438-1234.

Sincerely,

SECTION 3 NOTICE – HOUSING AND COMMUNITY DEVELOPMENT PROJECTS

PURPOSE OF NOTICE: To comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.

PREFERENCE REQUIREMENTS - EMPLOYMENT AND TRAINING

The statute requires that any new hires for this project be directed to qualified Section 3 residents in the following order of priority:

- 1 Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located.
- 2 Participants in HUD Youthbuild programs.
- 3 Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located.
- 4 Other Section 3 residents.

POSITIONS SUBJECT TO HIRE FOR THIS PROJECT							
Position Title	Qualifications	Estimated Salary	Estimated Start	Estimated			
			Date	Completion Date			
		-					
Contact Person's N	Jame, Address and P	hone Number:					
Prime Contractor's	Name, Address and	Phone Number:					
Recipient's Name, Address and Phone Number:							
resiptoni bitanio,	reducis and rhone	ramour.					

EFFORTS TO COMPLY WITH SECTION 3 HIRING AND CONTRACTING GOALS NARRATIVE

Please describe in a narrative the efforts you plan to make in order to comply with Section 3 Hiring and Contracting Goals. If no new hires, so state.					

CURRENT WORKFORCE PROFILE AND HIRING PLAN

Job Category (A)	Total # of expected positions needed for this project (B)	Total # of positions filled by existing EMPLOYEES in each category (C)	Total # of expected NEW HIRES in each category (D)	Total # of expected SECTION 3 NEW HIRES in each category (E)	Expected HIRE DATE (s) or new hires by category (note: there could be more than one date in each category)
Professionals*					(F)
11010031011013					
Technicians**					
Office/Clerical					
Construction Work By Trade					
Trade:					
Trade:					
Trade:			··············		
Other:					
Other:					
Totals (G)					

^{*}Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, surveyors, planners, and computer programmers)

**Technicians are defined as people who work in direct support of engineers or scientists, utilizing theoretical knowledge of fundamental scientific, engineering, mathematical, or draft design principles.

+Must be submitted with bid proposal

OUTREACH LETTER CONTRACTING OPPORTUNITIES

Ms. Jane Doe Northside Community Organization 123 First Street Canton, Ohio 44702

Subject: Section 3 Recruitment

Dear Ms. Doe:

Our firm is a contractor on a HUD finances project in Stark County covered by Section 3 of the Housing and Community Development Act of 1968, as amended. Under this law we are required to ensure that employment and other opportunities be directed to low and very low income persons in the order specified on the attached Notice. Additionally, we are required to notify Section 3 business concerns* about contracting opportunities generated by Section 3 covered assistance.

Our firm is committed to complying with Section 3 and action steps necessary to achieve the goals of the Act. Accordingly, this letter is to request your assistance in notifying and referring qualified Section 3 business concerns for contracting opportunities listed on the attached Notice. Interested persons should contact:

Mr. John Smith 567 South Street Canton, Ohio 44702

Thank you for your assistance in this matter. Should you need additional information, please call Mr. Smith at (330) 451-1234.

Sincerely,

^{*}A Section 3 business means a business concern (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent full time employees include persons at least 30% of whom are currently Section 3 residents, or within the three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in sections (1) and (2) of this paragraph.

SECTION 3

NOTICE OF CONTRACTING OPPORTUNITIES

Prima Paginiant	D.: C- + +
Prime Recipient	Prime Contractor
Location of Work	Contact Person
	,
Scope of Work	
*	
Estimated Start Date	Estimated Completion Date
Special Requirements	
-	

SECTION 3 BUSINESS UTILIZATION PLAN

Yes	ther contracts or subcontracts on this project? No
If yes, comp	plete the attached Section 3 Business Utilization Form.
COLUMN (1)	Enter type of contract (e.g. excavating, paving, etc.)
COLUMN (2)	Enter the number of proposed contracts by category
COLUMN (3)	Enter the estimated dollar amount of the contracts by category
COLUMN (4)	Enter the number of contracts estimated to go to a qualified Section 3 business (see bottom form)
COLUMN (5)	Enter estimated dollar value of contracts to go to eligible Section 3 business

If the contractor decides later to subcontract some portion of the project a Subcontractor Activity Form may be required.

Section 3 Business* Utilization Plan

	T		· · · · · · · · · · · · · · · · · · ·	
Type of	Total Number	Total	Estimated	Estimated
Contracts	Of Contracts	Approximate	Number of	Dollar Amount
		Dollar Amount	Contracts to	To Section 3
			Section 3	Business
			Businesses	
			Duomoboo	

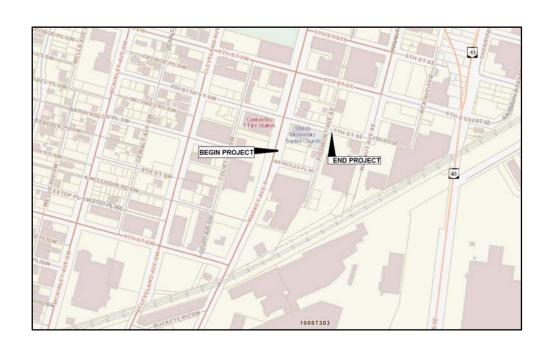
^{*}A Section 3 business means a business concern (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent full time employees include persons at least 30% of whom are currently Section 3 residents, or within the three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in sections (1) and (2) of this paragraph.

SECTION 3 BUSINESS CONCERN AFFIDAVIT

I. **Basic Information** The following information is true and correct: 1. Name of Company _____ 2. Company Address 3. Type of business (corporation, partnership, sole proprietorship) Project Name and Address (es) _____ 4. Name/type of contract _____ 5. Name of contracting unit _____ 6. II. Type of Section 3 Business Concern A Section 3 business means a business concern (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent full time employees include persons at least 30% of whom are currently Section 3 residents, or within the three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in sections (1) and (2) of this paragraph The Company qualifies as a Section 3 business under category III. Verification The Company hereby agrees to provide upon request documents verifying the information provided above. The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the release of such information. Under penalty of perjury, I certify that I am the (title) of the Company, that I am authorized by the Company to execute this affidavit on its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true. Name (signature) Name (printed)

Shiloh Sidewalk Streetscape, GP 1280 The City of Canton Engineering Department

Exhibit D: Shiloh Sidewalk Streetscape Plans



LOCATION MAP LATITUDE 40° 47' 38"N LONGITUDE 81° 22' 35" W

SHILOH SIDEWALK STREETSCAPE (MARKET AVE S) GP 1280

CITY OF CANTON ENGINEERING DEPARTMENT, GP 1280



UNDERGR	ROUND UTILITIES
CALL T	CT BOTH SERVICES TWO WORKING DAYS FORE YOU DIG
	CALL 00-362-2764 (TOLL FREE)
N N	IES PROTECTION SERVICE ION-MEMBERS E CALLED DIRECTLY
	RODUCERS UNDERGROUND ICE CALL: 1-800-925-0988

INDEX OF SHEETS

TITLE SHEET 1

SCHEMATIC PLAN 2

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STANDARD DRAWINGS 5-28

CANTON CITY STANDARD DRAWINGS

No. 19	No. 29	No. 34	No. 43	No. 47
No. 23	No. 31	No. 40	No. 44	
No. 27	No. 32	No. 41	No. 45	
No. 28	No. 33	No. 42	No. 46	

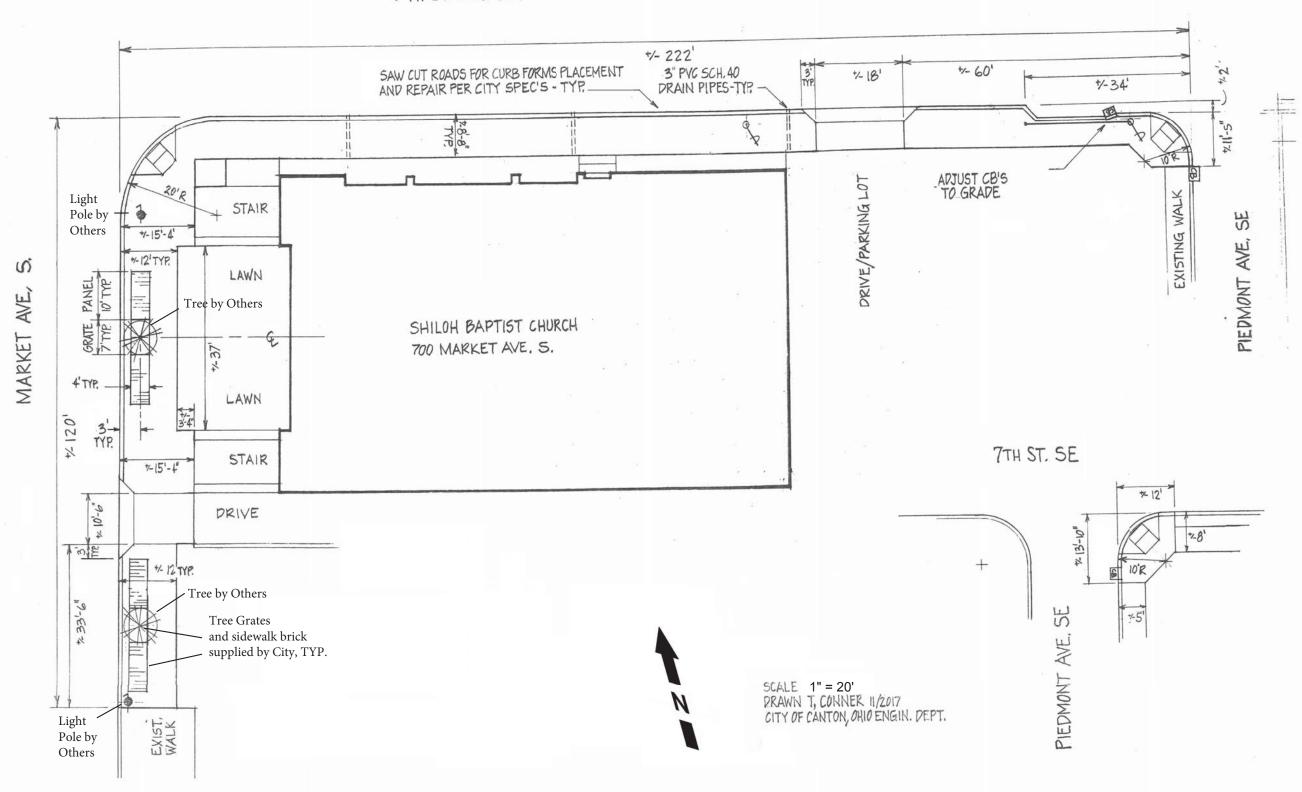
PROJECT DESCRIPTION SIDWALK, STREETSCAPING, CURB RAMPS, AND AMEDITIES AT THE SHILOH CHURCH ON MARKET AVE S.

APPROVED ,

DATE 5/4/18 DAN MOEGLIN, PE CITY ENGINEER

CITY OF CANTON, OHIO

7TH STREET S.E.



GENERAL NOTES

- 1. WORK SHALL BE PAID UPON A LUMP SUM.
- 2. ALL WORK REQUIRED TO COMPLETE THIS IMPROVEMENT SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND REQUIREMENTS OF THE CITY OF CANTON AND THE 2016 EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT) CONSTRUCTION AND MATERIALS SPECIFICATIONS, EXCEPT AS HEREIN AMMENDED. IN THE CASE OF A CONFLICT BETWEEN THE CITY OF CANTON AND ODOT SPECIFICATION /REQUIREMENTS, THE CITY OF CANTON WILL TAKE PRECEDENCE, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY COMPLYING WITH ALL ADMINISTRATIVE DUTIES HEREIN CONTAINED. THE CONTRACTOR SHALL DESIGNATE, TO THE CITY, AN EMPLOYEE RESPONSIBLE FOR CORRESPONCE, NOTIFICATIONS AND SUBMITTALS PERTINENT TO THE PROJECT.
- 4. A PRECONSTRUCTION MEETING SHALL BE HELD BY THE CITY PRIOR TO START OF WORK.
- 5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REGULATIONS. APPROPRIATE BARRICADES, WARNING LIGHTS, SIGNS FENCING, ETC. SHALL BE ERECTED AROUND THE CONSTRCTION AREA TO ALERT ALL PERSONS OF THE POTENTIAL DANGERS ASSOCIATED WITH THE AREA UNDER CONSTRUCTION AS WELL AS TO PREVENT UNAUTHORIZED PERSONNEL FROM ENTERING THE CONSTRUCTION SITE/AREA. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY OF THE GENERAL PUBLIC AS WELL AS THE 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.J OF THE NATURE OF THE PROPOSED PROJECT PRIOR TO BEGINNING AND CONSTRUCTION ACTIVITY. ACCESS FOR EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES.
- 6. OUPS SHALL BE NOTIFIED PRIOR TO WORK.
- 7. TREE REMOVAL SHALL INCLUDE REMOVAL OF TREES, STUMPS AND VAULTS, INCLUDING DISPOSAL.
- 8. THE CONSTRUCTION WORK FOR THE CURB RAMPS ON THIS PROJECT WILL ALSO BE GOVERNED BY CITY STANDARD DRAWING 33, SHEETS 1 THROUGH 4 (ADA WHEELCHAIR RAMP).
- 9. THE CONSTRUCTION WORK FOR THE STREETSCAPE ON THIS PROJECT WILL ALSO BE GOVERNED BY CITY ORDINANCE

- CHAPTER 921, AND CITY STANDARDS 40 THRIUGH 47. THE CITY OF CANTON WILL SUPPLY BRICK FOR SIDWALK INLAYS AND TREE GRATE WITH FRAMES FOR INCORPORATION INTO THE STREETSCAPE. CONTRACTOR WILL BE RESPONSIBLE FOR TRANSPORTING MATERIALS. CORDINATION OF PICK/DELIVERY SHALL BE CORDINATED THROUH CITY PROJECT REPRESENTATIVE.
- 10. NO PAVEMENTS MAY BE DISTURBED ON ANY RAMPS LOCATED ON ROADWAYS THAT HAVE BEEN PAVED IN THE LAST 2 YEARS. THE EXISTING CURB MUST BE PULLED AWAY FROM THE ROAD AND THE NEW CURB PLACED FLUSH WITH THE EXISTING PAVEMENT.
- 11. FOR OLDER ROADWAY PAVEMENTS THE PAVEMENT MAY BE SAW CUT 1 FOOT FROM THE FACE OF THE CURB TO FACILITATE THE WORK. FOLLOWING THE INSTALLATION OF THE NEW CURB/ADA RAMPS, THE ROADWAY MAY BE RESTORED WITH A FULL DEPTH CONCRETE POUR USING A BOND BREAKER BETWEEN THE NEW CURB/ADA RAMP AND THE PAVEMENT RESTORATION CONCRETE POUR.
- 12. PROPER TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 13. IN ADDITION TO SECTION II: GENERAL CONDITIONS OF THE INVITATION TO BID SECTION (31), THE CITY RESERVES THE RIGHT TO SUSPEND OR STOP THE WORK ON ALL OR ANY PART OF THE PROGRESSING IMPROVEMENT. FOR THE PURPOSE OF LAYING. RELAYING OR ALLOWING TO BE LAID, OR RE-LAID, ELECTRICAL CONDUITS, CABLE AND STREETSCAPE LIGHT POLE AND EQUIPMENT OR APPURTENANCES THERETO. WHICH, IN THE OPINION OF THE DIRECTOR OF PUBLIC SERVICE ARE NECESSARY OR EXPEDIENT, OR FOR ANY OTHER REASON, AND AT ANY STAGE OF THE WORK, AND THE CONTRACTOR SHALL NOT INTERFERE WITH OR PLACE ANY IMPEDIMENT IN THE WAY OF ANY PERSON OR PERSONS ENGAGED IN SUCH WORK; AND IN SUCH CASES THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY DAMAGES OR RECOMPENSE, EITHER FOR DIGGING UP THE STREET, OR DELAY OR HINDRANCE. BUT THE TIME OF COMPLETION SHALL BE EXTENDED AS MANY DAYS AS THE DELAY SHALL HAVE OPERATED. THE CONTRACTOR SHOULD ANTICIPATE AN ELECTRICAL CONTRACTOR WORKING CONCURRENTLY WITH SAID CONTRACT. THE CITY WILL ASSIST WITH THE CORDINATION OF WORK BETWEEN THE CONTRACTOR AND ELECTRIC CONTRACTOR. THE CITY HAS FINAL SAY IN WHO HAS THE FIELD DURING THE INTEGRATION OF ALL WORK.
- 14. 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 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.
- 15. 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-OPERA TED CONSTRUCTION- TYPE DEVICES SHALL NOT BE OPERA TED BETWEEN THE HOURS OF 7:00 P.M. AND 7:00 A.M. UNLESS AUTHORIZED BY THE CITY ENGINEER.
- 16. FOLLOWING THE PRE-CONSTRUCTION MEETINGS 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 DIRECTED BY THE CITY ENGINEER.
- 17. WHEN IT BECOMES NECESSARY TO CLOSE A LENGTH OF SIDEWALK DUE TO SIDEWALK CONSTRUCTION, PEDESTRIAN TRAFFIC SHALL BE MAINTAINED WITH THE USE OF A DETOUR IN ACCORDANCE THE REQUIREMENTS OF 614.02 OF THE ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. PEDESTRIAN INGRESS/EGRESS OF THE CHURCH, DURING THE CONSTRUCTION, SHALL BE CORDINATED BY THE CONTRACTOR WITH THE CHURCH.
- 18. THE FOLLOWING PAGE LISTS THE ITEMS ANTICIPATED TO COMPLETE THE PROJECT. THESE ARE ONLY ESTIMATED ITEM AND QUANTITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INCORPORATE ALL ITEMS AND ABSORB ALL COSTS TO COMPLETE THE PROJECT INCLUDING OVERAGES AND UNFORSEEN NEEDED ITEMS WITHIN THE SCOPE OF THE CONTRACT.

ESTIMATED ITEMS AND QUANTITIES

<u>Ref. #</u>	ODOT Item #	<u>Description</u>	<u>Unit</u>	Est. Qty.
1	201, 202, 203	Demolition to construction limit (Incl. Clearing & Grubbing, Curb/Walk/Drive & Pavement Removal, Excavation/Embankment and Subgrade Preparation)	S.F.	5,098
2	3 304, 608 4" Concrete Walk (Incl. 304 Base)		EA.	2
3			S.F.	
4			S.F.	4,465
5	304, 608	6" Drive Apron (Res. Drive) from back of curb to R/W or Const. Limit (Incl. 304 Base)	S.F.	
6	304, 608	7" Drive Apron (Comm. Drive) from back of curb to R/W or Const. Limit (incl. 304 Base)	S.F.	170
7	609	City Std. 28 Drop Curb for drives (Incl. forming and finishing only - curb mat'l. paid under respective curb item L.F.)	L.F.	20
8	3" PVC Drain Sche		L.F.	
9 Special		Neenah 4-4996-B2 Type M Trench Frame with Solid Cover for Sidewalk Drain thru curb (Incl. connection & fittings)	L.F.	
10	Special	4" PVC Sch. 40 downspout drain and connection to catch basin (Incl. core drill & fittings)	L.F.	
11	604	Manhole or Catch Basin Casting Adjusted To Grade (Casting Provided by City)	EA.	

12	604	Manhole or Catch Basin Reconstructed To Grade (Casting Provided by City)	EA.	
13	609	Canton City Standard 28 Stand-up Concrete Curb (Incl. 304 base)	L.F.	
14	609	ODOT Type 6 Stand-up Curb (Incl. 304 base)	L.F.	
15	609	Canton City Standard 30 Combination Curb/Gutter (Incl. 304 base) Type 1	L.F.	463
16	609	Canton City Std Type A (curb & dowell only) -(incl. 304 base)	L.F.	
17	609	Canton Std.29 Type B (Curb w/6x6 #10 Mesh) - (Incl. 304)	L.F.	
18	Special	Handicap Ramp (City Std. 33) - Type A1 (Detectable Warning Dome Panels (See Std Dw'g 33 Sht 4) Forming and Finishing only. Walk & Curb Paid under respective bid items)	Each	1
19	Special	Handicap Ramp (City Std. 33) - Type A2 (Detectable warning dome panels (See Std. 33 Sht 4) forming and finishing only - walk and curb paid under respective bid items)	Each	
20	Special	Handicap Ramp (City Std. 33) - Type B1 (Detectable warning dome panel (See Std 33 Sht 4), forming and finishing only - walk & curb paid under respective bid items)	Each	
21	Special	Handicap Ramp (City Std. 33) - Type B2 (Detectable warning dome panel (See Std 33 Sht 4) forming and finishing only - walk & curb paid under respective bid items)	Each	
22	Special	Handicap Ramp (City Std.33) - Type B3 (Detectable warning dome panel (See Std 33 Sht 4), ramp forming and finishing only - walk & curb paid under respective bid items)	Each	1

23	Special	Handicap Ramp (City Std.33) - Type C1 (Detectable warning dome panel (See Std 33 Sht 4), ramp forming and finishing only - walk & curb paid under respective bid items)	Each	
24	Special	Handicap Ramp (City Std. 33) - Type C2 (Detectable warning dome panel (See Std 33 Sht 4), ramp forming and finishing only - walk & curb paid under respective bid items)	Each	
25	253	Asphalt Pavement Repair/Replacement (Incl. Aggregate base, 6" Conc. base and 2" Asphalt 448 Surface CourseType I or II)	S.Y.	53.0
26	253	Brick Pavement Repair/Replacement City Std 31 (Incl. aggregate base, 6" conc. Base & brick placement)	S.Y.	
27	253	Asphalt Pavement Repair/Replacement in kind (Incl. 304 Aggregate base and Min 3" Asphalt 448 Surface course Type I or II)	S.Y.	
28	204	Unsuitable soil excavation (6" to 12" below subgrade elevation) (Incl. structural backfill Type 1 or III)	C.Y.	
29	659	Repair Seeding & Mulching (Incl. 4" Topsoil & ODOT Class 1 Lawn Mixture)	S.Y.	
30	Special	Brick Sidewalk Paver Boxout (form setting and concrete finishing only)	S.F.	160
31	Special	Brick Sidewalk Paver Setting (Including Sand Setting bed, Neoprene Sealant and TecniSeal Sand Joint Seal (broom sweep and vibrate) - (Brick Provided by the City)	S.F.	160
32	Special	Concrete Tree Frame & Grate Collar incl. Frame & Grate Setting - (Frame & Grate provided by the City)	EA	2
33	Special	Pavement saw cutting	L.F.	463

NOTES:

1. BEDDING:

MATERIALS SHALL BE AASHTO M 43 NO. 56, 57, OR 67 CRUSHED STONE. NO ALTERNATES UNLESS APPROVED BY THE CITY ENGINEER. PRIVATE UTILITIES MAY TYPICALLY PROVIDE ALTERNATIVE BEDDING MATERIAL AS APPROVED BY THE CITY ENGINEER.

BEDDING WIDTH TABLE

PIPE TYPE

MIN. WIDTH, TYP.

MAX. WIDTH, TYP.

NON-RIGID PIPE

PIPE I.D. x 1.25 + 1'-0"

PIPE O.D. + 2'-0"

(PVC, HDPE, CMP, ALUMINUM)

RIGID PIPE **PIPE I.D. x 1.33** (CONC., VIT. CLAY, DUCTILE IRON)

PIPE O.D. + 2'-0"

CENTER PIPE HORIZONTALLY WITHIN BEDDING AREA. ANY DEVIATION TO TYPICAL BEDDING REQUIREMENTS ARE SUBJECT TO THE DISCRETION OF THE CITY ENGINEER.

THE BEDDING LIMITS SHOWN APPLY IN ALL CASES EXCEPT FOR WHEN PIPE MANUFACTURER SPECIFIES A BEDDING WIDTH DIFFERENT FROM THAT SHOWN AND THE CITY ENGINEER PERMITS SAME.

2. BACKFILL:

BACKFILL WITHIN THE PUBLIC STREET R/W:

MATERIALS SHALL BE ODOT 703.11, TYPE '1' GRANULAR MATERIAL (304, 411, or 617 AGGREGATE GRADATION) OR TYPE '2' GRANULAR MATERIAL, OR ODOT 613, LOW STRENGTH MORTAR; DEVIATIONS FROM THIS ARE AS FOLLOWS:

A) NO FOUNDRY SAND OR SLAG IS PERMITTED.

- B) ALTERNATE GRANULAR MATERIAL SHALL BE PERMITTED ONLY WITH THE SUPPLEMENTAL APPROVAL OF THE CITY ENGINEER. TO PETITION FOR SUCH SUPPLEMENTAL APPROVAL, THE DEVELOPER/CONTRACTOR SHALL SUBMIT IN WRITING THE FOLLOWING:
 - * SOURCE OF THE ALTERNATE BACKFILL MATERIAL
 - * GRADATION REPORT IN ACCORDANCE WITH AASHTO T II AND T 27.
 - * PROCTOR CURVE ANALYSIS IN ACCORDANCE WITH ASTM D 698.
 - * PROPOSED COMPACTION METHOD.

THE CITY ENGINEER RESERVES THE RIGHT TO REFUSE ANY ALTERNATE BACKFILL MATERIAL, REGARDLESS OF APPROVAL OF SIMILAR MATERIAL ON A PREVIOUS PROJECT.

THE CITY ENGINEER FURTHER RESERVES THE RIGHT TO REFUSE ANY ALTERNATE BACKFILL MATERIAL THE CITY FINDS NOT CONSISTENT WITH THE APPROVED SOURCE, GRADATION REPORT, PROCTOR REPORT, OR COMPACTION METHOD.

C) ODOT 703.11, TYPE 2, OR ALTERNATE MATERIALS ARE NOT PERMITTED WITHIN 4 FEET OF THE TRENCH SURFACE, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

BACKFILL OUTSIDE OF THE PUBLIC STREET R/W:

PAVEMENT OR SURFACE REPLACEMENT MAXIMUM PAY LIMITS PIPE DEPTH OF 4' OR LESS = O.D. OF PIPE + 4'-0" PIPE DEPTH BETWEEN 4' TO 8' = O.D. OF PIPE + 5'-0" PIPE DEPTH GREATER THAN 8' = O.D. OF PIPE + 6'-0" (PIPE DEPTH BEING MEASURED FROM THE PIPE INVERT [FLOWLINE] TO THE SURFACE OF THE TRENCH)

TYPE 2, OR ODOT 613 LOW:

STRENGTH MORTAR.

ALTERNATE MATERIAL

ONLY IF APPROVED BY

CITY ENGINEER.

BEDDING

CRUSHED STONE,

氨AASHTO M 43 NO. 56, 57, OR 67 英

PIPE/

CONDUIT

EXTRA FOUNDATION

MATERIAL

SEE NOTE 7.C.

BEDDING WIDTH, SEE TABLE

EXTRA FOUNDATION PAID FOR UNDER EXTRA FOUNDATION MATERIAL, CONTINGENCY BID ITEMS -

1111 1111 RESTORE TRENCH SURFACE. SEE NOTE 4. 1111 1111 1111 BACKFILL GRANULAR MATERIAL ODOT 703.11, TYPE 1 ONLY SAWCUT PAVEMENT FULL (304, 411 OR 617 GRADATION) DEPTH PRIOR TO REMOVING OR ODOT 613 LOW EXISTING PAVEMENT OVER STRENGTH MORTAR TRENCH. PROVIDE A SECOND CUT, AS DIRECTED BY THE CITY ENGINEER, TO REMOVE AND REPLACE UNDERMINED PAVEMENT. BACKFILL GRANULAR MATERIAL, ODOT 703.11, TYPE 1 OR

NOTES: (CONTINUED)

3. COMPACTION:

ALL BACKFILL SHALL BE PLACED IN LAYERS NOT TO EXCEED 12-INCHES LOOSE DEPTH AND COMPACTED BY APPROVED MECHANICAL MEANS. JETTING IS NOT APPROVED WITHOUT THE CITY ENGINEER'S APPROVAL. BUCKET COMPACTION MUST BE SUPPLEMENTED WITH VIBRATION OR TAMPING EQUIPMENT AS DIRECTED. ANY MODIFICATIONS TO THESE REQUIREMENTS MUST BE APPROVED BY THE CITY ENGINEER.

4. SURFACE:

TRENCHES SHALL BE TOPPED WITH 4" OF ODOT 304 LIMESTONE OR ASPHALT GRINDINGS WITHIN EXISTING STREET PAVEMENTS WHEN THE STREET WILL BE OPENED TO VEHICULAR TRAFFIC PRIOR TO PAVEMENT REPLACEMENT. THE TRENCH TOPPING MATERIAL SHALL BE ROLLED OR OTHERWISE COMPLETED FLUSH WITH THE ADJOINING PAVEMENT.

STREET RESTORATION

CONCRETE OR ASPHALT STREET PAVEMENT SHALL BE REPLACED IN ACCORDANCE WITH CITY STD. DWG. NO. 32. BRICK OR ASPHALT-BRICK COMPOSITE STREET PAVEMENT SHALL BE REPLACED IN ACCORDANCE WITH CITY STD. DWG. NO. 31.

SIDEWALK, CURB, AND DRIVEWAY RESTORATION:

DRIVEWAY SURFACES SHALL BE REPLACED IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS; AND CITY STD. DWG. NOS. 28 THRU 33.

LAWN RESTORATION:

LAWN SURFACES SHALL BE REPLACED WITH A MINIMUM OF 4" TOPSOIL, SEEDED, AND MULCHED. SEED MIX SHALL CONFORM TO ADJOINING LAWN GRASS.

12" - NON-RIGID PIPE (PVC, HDPE, CMP, ALUMINUM)

1" - RIGID PIPE (CONCRETE, VITRIFIED CLAY, OR DUCTILE IRON)

6" - NON-RIGID PIPE (PVC, HDPE, CMP, ALUMINUM)

3" - RIGID PIPE (CONCRETE, VITRIFIED CLAY, OR DUCTILE IRON)

- 5. CONSTRUCTION METHODS FOR BEDDING AND BACKFILL SHALL CONFORM WITH ODOT 603. UNLESS STATED OTHERWISE HEREIN.
- 6. ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

FOLLOW MATERIAL AND METHODS FOR BACKFILL IN ACCORDANCE WITH **ODOT 603.**

OFFICE OF THE CITY ENGINEER CANTON, OHIO DANIEL J. MOEGLIN, P.E., CITY ENGINEER 2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

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APPROVED BY: CDB, RMB, SLH	REVISIONS TO NOTES 7 & 8	6/4/2012	CDB	1
	REVISIONS TO NOTES 7	6/10/2013	CDB	
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STANDARD DRAWING NO. 19 UTILITY TRENCH REQUIREMENTS SHEET 1 OF 2

NOTES: (CONTINUED)

7. PAY LIMITS FOR CITY PROJECTS

- A) BEDDING AND BACKFILL IS INCLUDED WITH THE COST OF PIPE UNLESS DIRECTED TO BID OTHERWISE.
- B) PAVEMENT RESTORATION IS INCLUDED WITH THE COST OF PIPE UNLESS A SEPARATE PAY ITEM IS PROVIDED, WHEREBY THE WIDTH MEASUREMENT OVER THE TRENCH FOR PAVEMENT RESTORATION SHALL NOT EXCEED THE OUTSIDE DIAMETER (O.D.) OF PIPE PLUS A SET MEASUREMENT DEPENDENT ON DEPTH OF PIPE. AREA MEASUREMENTS AT MANHOLE AND CATCH BASIN STRUCTURES SHALL NOT EXCEED THE AREA OF THE BASE OF THE STRUCTURE + 3'-0" OFFSET AREA AROUND THE STRUCTURE'S BASE.
- C) EXTRA FOUNDATION MATERIAL: THE CONTRACTOR SHALL BE PAID FOR OVER-EXCAVATION AND BEDDING FOUNDATION MATERIAL UNDER THE CONTINGENCY BID ITEMS FOR EXTRA FOUNDATION MATERIAL.

WHEN IN THE OPINION OF THE CITY ENGINEER, SOFT/UNSTABLE MATERIALS ARE ENCOUNTERED WHICH ARE UNSUITABLE FOR BEDDING FOUNDATION, SAID MATERIAL SHALL BE REMOVED BY THE CONTRACTOR TO THE DEPTH DIRECTED BY THE ENGINEER AND REPLACED WITH SUITABLE MATERIAL.

FOR CITY PROJECTS, THE PAYABLE WIDTH OF THE EXTRA FOUNDATION MATERIAL SHALL NOT EXCEED THE LESSER OF THE APPLICABLE MINIMUM OR MAXIMUM TYPICAL BEDDING WIDTH, AS NOTED ON SHEET 1 OF STD. DWG. NO. 19.

FOR PRIVATE WORK, ALL COSTS ARE AT THE OWNER'S EXPENSE.

EXTRA FOUNDATION MATERIAL, OPTION A, B, C, & D, MAY BE USED IN ANY COMBINATION AS DIRECTED BY THE CITY ENGINEER:

OPTION A: CRUSHED STONE, AASHTO M 43 NO. 1 AND/OR 2

OPTION B: CRUSHED STONE, AASHTO M 43 NO. 56, 57, OR 67

OPTION C: ODOT 703.11, TYPE 1 (304, 411 OR 617 GRADATION)

OPTION D: TENSAR GEOGRID T1100, OR APPROVED EQUAL

EXTRA FOUNDATION MATERIAL, CONTINGENCY BID ITEMS

ITEM	QTY.	UNIT	DESCRIPTION
603		C.Y.	EXTRA FOUNDATION, OPTION A (#1,#2 STONE)
603		C.Y.	EXTRA FOUNDATION, OPTION B (#56,57,67 STONE)
603	to sallo	C.Y.	EXTRA FOUNDATION, OPTION C (304,411,617)
603		S.F.	EXTRA FOUNDATION, OPTION D (GEOGRID)

NOTES: (CONTINUED)

8. EXCAVATION OF ROCK OR BURIED/ABANDONED CONCRETE STRUCTURE REMOVAL

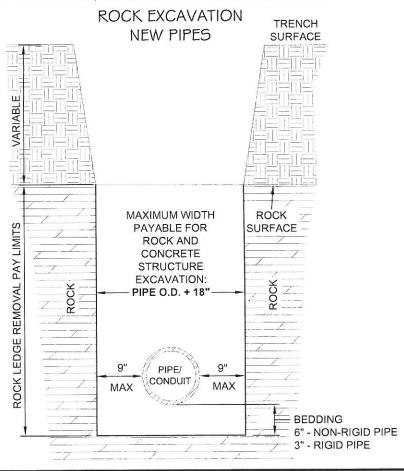
EXCAVATION FOR NEW MANHOLES AND CATCH BASINS, UNLESS OTHERWISE SPECIFIED OR SHOWN ON CONSTRUCTION PLANS, SHALL BE MEASURED BETWEEN VERTICAL PLANES ONE (1) FOOT BEYOND THE OUTSIDE EDGE OF THE FOUNDATION OF THE STRUCTURES ON ALL SIDES, AND PARALLEL THERETO, AND FROM THE SURFACE OF THE ROCK TO THE BOTTOM OF THE ROCK OR THE NEAT LINES OF THE BOTTOM OF THE STRUCTURES PLUS THE DEPTH OF THE BASE MATERIAL, USE THE MEASUREMENT WHICH IS LESSER.

EXCAVATION FOR NEW PIPES, UNLESS OTHERWISE SPECIFIED OR SHOWN ON CONSTRUCTION PLANS, SHALL BE MEASURED BETWEEN TRENCH WALLS (NOT TO EXCEED PIPE O.D. + 18", AND FROM THE SURFACE OF THE ROCK TO THE BOTTOM OF THE ROCK OR THE BOTTOM OF THE PIPE BEDDING, USE THE MEASUREMENT WHICH IS LESSER.

EXCAVATION OF BURIED AND ABANDONED CONCRETE STRUCTURES SHALL BE MEASURED IN THE SAME MANNER AS ROCK REMOVAL.

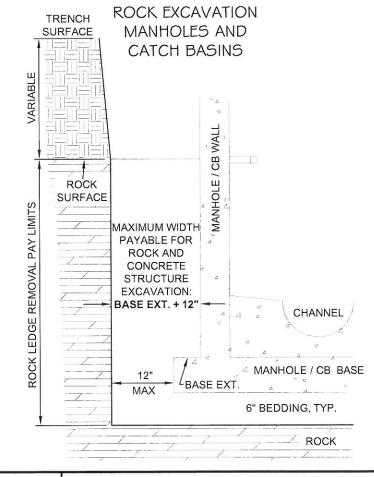
FOR CITY PROJECTS, THE CONTRACTOR SHALL BE PAID FOR ROCK REMOVAL AND CONCRETE STRUCTURE REMOVAL UNDER THE CONTINGENCY BID ITEMS FOR ROCK OR CONCRETE STRUCTURE REMOVAL. IF A CONTINGENCY BID ITEM IS NOT INCLUDED IN THE BID PROPOSAL, THE CONTACTOR MAY SUBMIT A PROPOSAL (PRIOR TO WORK BEING STARTED) TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

FOR PRIVATE WORK, ALL COSTS ARE AT THE OWNER'S EXPENSE.



ROCK AND BURIED & ABANDONED CONCRETE STRUCTURE REMOVAL, CONTINGENCY BID ITEMS

ITEM	QTY.	UNIT	DESCRIPTION
603		C.Y.	ROCK REMOVAL
603		C.Y.	CONCRETE STRUCTURE REMOVAL

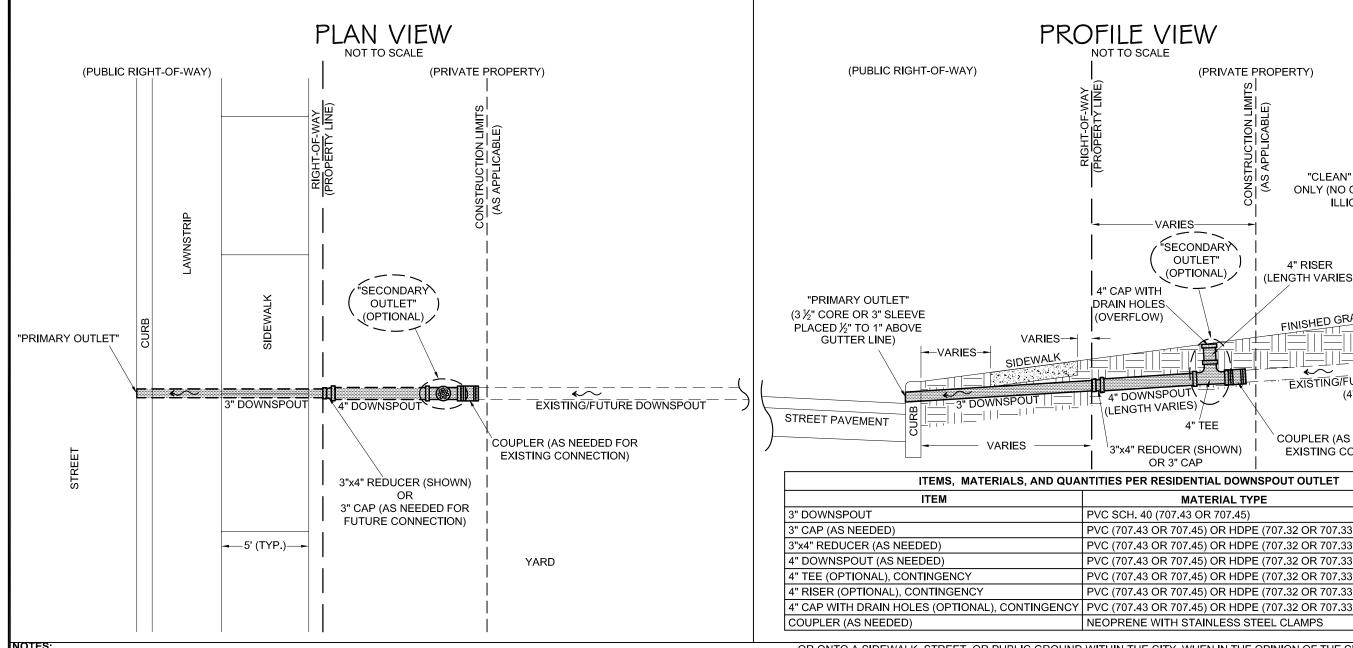


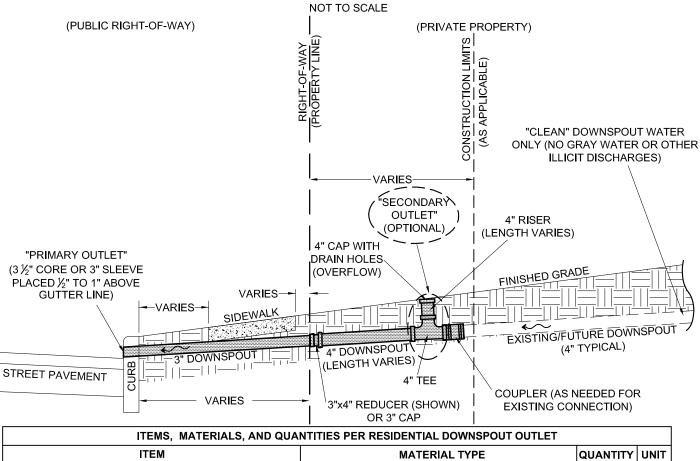
OFFICE OF THE CITY ENGINEER CANTON, OHIO

/ DANIEL J	. MOE	GLIN,	P.E., C	ITY	ENGINEER
2436 30th St. NE	14705 3	30-489-3381	www.	canton	ohio.gov/engineering

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STANDARD DRAWING NO. 19 UTILITY TRENCH REQUIREMENTS SHEET 2 OF 2





PROFILE VIEW

- . FOR CITY PROJECTS: WHERE THERE ARE EXISTING DOWNSPOUTS WITHIN CONSTRUCTION LIMITS, CONTRACTOR SHALL INSTALL 3" DOWNSPOUT WITHIN PUBLIC RIGHT-OF-WAY AS DIRECTED OR AS INDICATED ON PLANS. AS NEEDED, CONTRACTOR SHALL INSTALL A 3"x4" REDUCER, 4" DOWNSPOUT, AND COUPLER TO CONNECT TO EXISTING DOWNSPOUTS. THE SECONDARY OUTLET (TEE, RISER, 4" CAP WITH HOLES) IS OPTIONAL AND SHALL BE CONSTRUCTED ONLY AS DIRECTED. IF DOWNSPOUT CONTAINS GROUNDWATER FLOWS, SEE NOTE 11. APPROPRIATE QUANTITIES, PAY ITEMS, AND NOTES SHALL BE PROVIDED ON THE CONSTRUCTION PLANS.
- FOR NEW SUBDIVISIONS AND PRIVATE WORK: HOMEOWNER/BUILDER IS RESPONSIBLE FOR CONSTRUCTING DOWNSPOUT OUTLET. THE 3" DOWNSPOUT WITHIN PUBLIC RIGHT-OF-WAY IS REQUIRED WHERE APPLICABLE. THE CONFIGURATION, ITEMS, AND MATERIALS SHOWN OUTSIDE OF THE RIGHT-OF-WAY ARE RECOMMENDED UNLESS OTHERWISE REQUIRED BY THE CITY ENGINEER AS A CONDITION FOR ISSUING APPLICABLE PERMITS. IF DOWNSPOUT CONTAINS GROUNDWATER FLOWS, SEE NOTE 11.
- . ALL ITEMS EXCEPT THE 3" DOWNSPOUT SHALL BE LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- . WHEN SIDEWALK IS PRESENT/PROPOSED AND WHEN THE 3" PVC DOWNSPOUT WILL BE WITHIN THE CONCRETE OF THE SIDEWALK, THE CONTRACTOR SHALL INSTALL A CONTROL JOINT IN THE SIDEWALK OVER THE DOWNSPOUT. THE THICKNESS OF THE CONCRETE SIDEWALK OVER THE DOWNSPOUT SHALL NOT BE LESS THAN 2", OR A STEEL TROUGH OR TRENCH DRAIN MAY BE USED AS APPROVED BY THE CITY ENGINEER.
- . ALL PIPE AND COMPONENTS OF DOWNSPOUT SYSTEM ARE PRIVATELY OWNED AND MAINTAINED.
- 5. THE FOLLOWING DISCHARGE CONDITIONS APPLY:
 - A. DOWNSPOUT SHALL NOT DIRECTLY DISCHARGE OVER ANY PUBLIC SIDEWALK OF THE CITY (REF. CODIFIED ORDINANCE 1335.01)

OR ONTO A SIDEWALK, STREET, OR PUBLIC GROUND WITHIN THE CITY, WHEN IN THE OPINION OF THE CITY ENGINEER A PUBLIC NUISANCE IS CAUSED BY DOING SO (REF. CODIFIED ORDINANCE 903.02).

PVC SCH. 40 (707.43 OR 707.45)

PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33

PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)

PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)

NEOPRENE WITH STAINLESS STEEL CLAMPS

PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33) VARIES

PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33) VARIES

- B. DOWNSPOUT DISCHARGES SHALL NOT CONTAIN ANY GRAY WATER OR OTHER ILLICIT DISCHARGES
- C. DOWNSPOUTS SHALL NOT BE CONNECTED TO A SANITARY SEWER.
- 7. A "STREET OPENING PERMIT" IS REQUIRED FROM THE ENGINEERING DEPARTMENT FOR ANY EXCAVATION WITHIN CITY RIGHT-OF-WAY OR OTHER CITY-OWNED PROPERTY (REF. CODIFIED ORDINANCE CHAPTER 909).
- 8. A "SEWER CONNECTION PERMIT" IS REQUIRED FROM THE ENGINEERING DEPARTMENT FOR ANY DIRECT OR INDIRECT CONNECTION OF A PIPE TO A CITY-OWNED STORM SEWER, CATCH BASIN, OR MANHOLE.
- 9. MODIFICATIONS TO THE CONFIGURATION, ITEMS, AND MATERIALS SHOWN MAY BE ALLOWED OR REQUIRED BY THE CITY ENGINEER.
- 10. FOR DOWNSPOUTS THAT ARE DIRECTED TO DISCHARGE TOWARD A CITY STREET WITHOUT CURB, SEE CITY STD. DWG. NO. 22.
- 11. FOR DOWNSPOUTS THAT CONTAIN GROUNDWATER DISCHARGES (FROM SUMP PUMPS OR GRAVITY FLOW):
 - A. PRIMARY OUTLET SHOULD BE DIRECTLY CONNECTED TO CATCH BASIN OR MANHOLE, IF POSSIBLE, IN LIEU OF CURB OUTLET SHOWN. DIRECT CONNECTION TO CATCH BASIN OR MANHOLE SHALL BE BY AN APPROVED CORE-AND-SEAL BOOT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY ENGINEERING DEPARTMENT AND THE WORK MUST BE INSPECTED.
 - B. IF CATCH BASIN OR MANHOLE IS UNAVAILABLE BUT STORM SEWER IS AVAILABLE FOR DOWNSPOUT PRIMARY OUTLET DIRECT CONNECTION, CONSTRUCT DOWNSPOUT OUTLET PER CITY STANDARD DRAWING NO. 24
- C. IF NO STORM SEWER, CATCH BASIN, OR MANHOLE IS AVAILABLE FOR DIRECT CONNECTION, DOWNSPOUT OUTLET MAY BE CONSTRUCTED PER THIS DRAWING CONTINGENT UPON SATISFYING ALL STATED DISCHARGE CONDITIONS.



OFFICE OF THE CITY ENGINEER CANTON, OHIO DANIEL J. MOEGLIN, P.E., CITY ENGINEER

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STANDARD DRAWING NO. 23

VARIES

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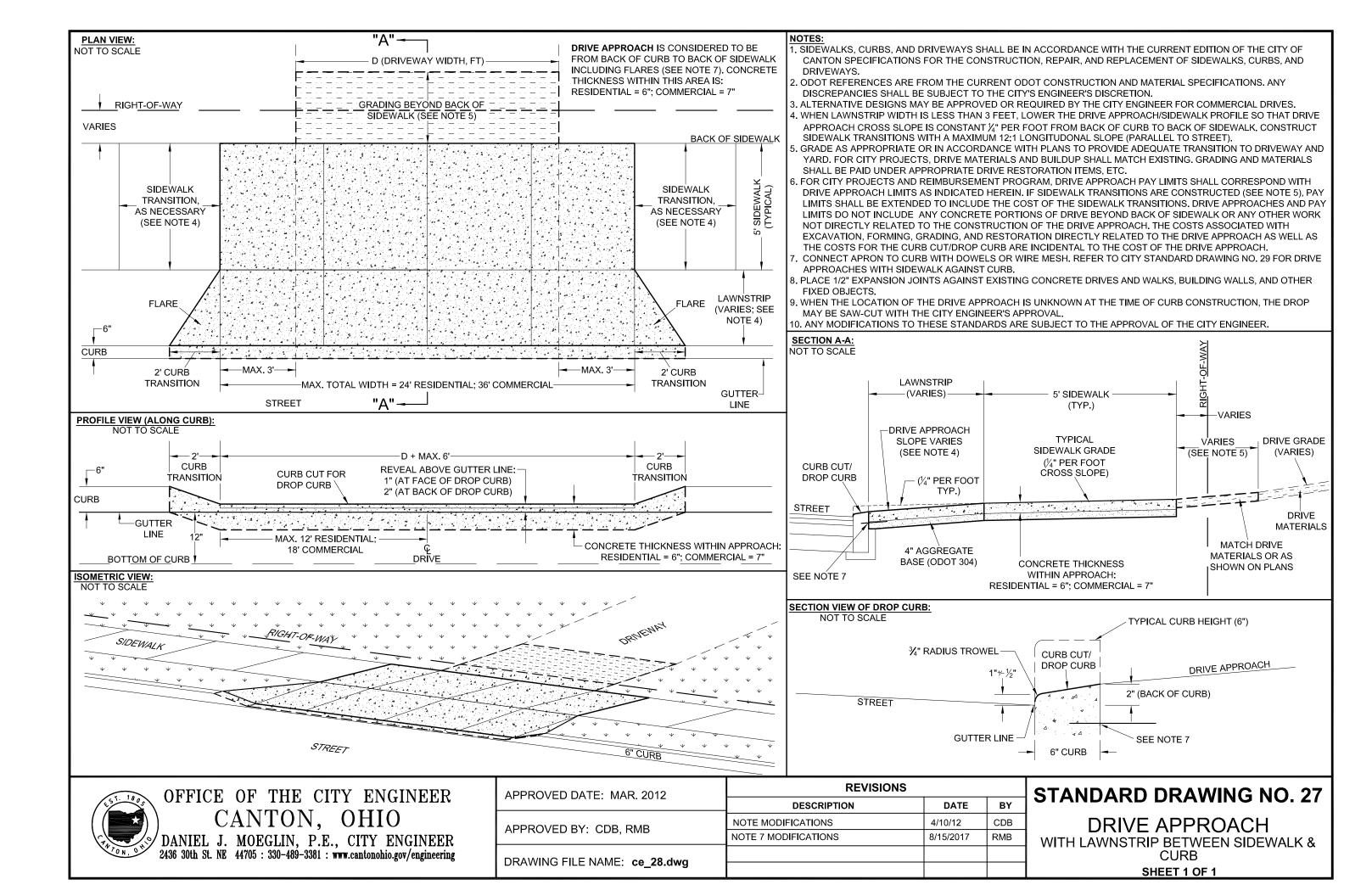
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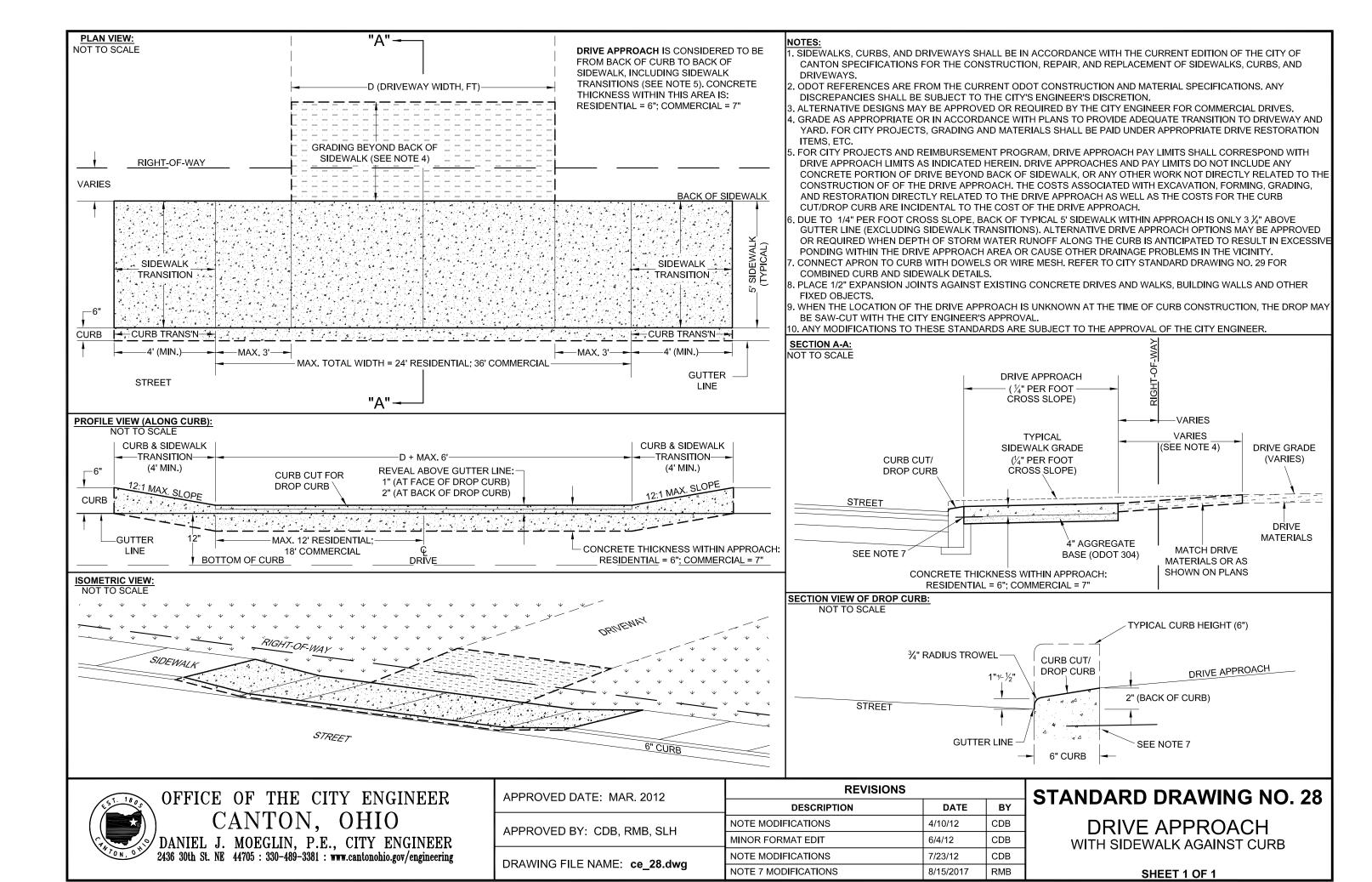
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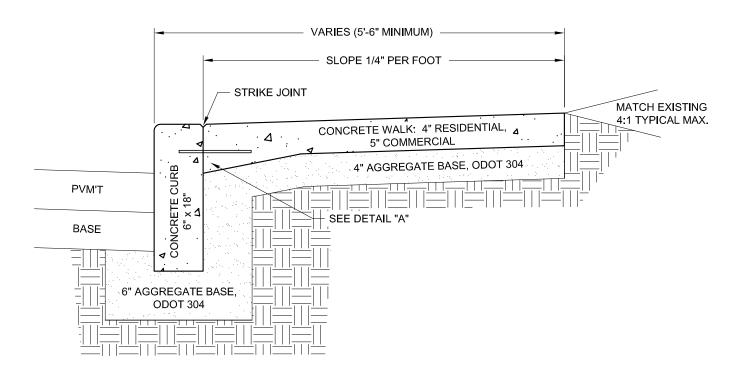
DOWNSPOUT OUTLET (CURBED STREET)

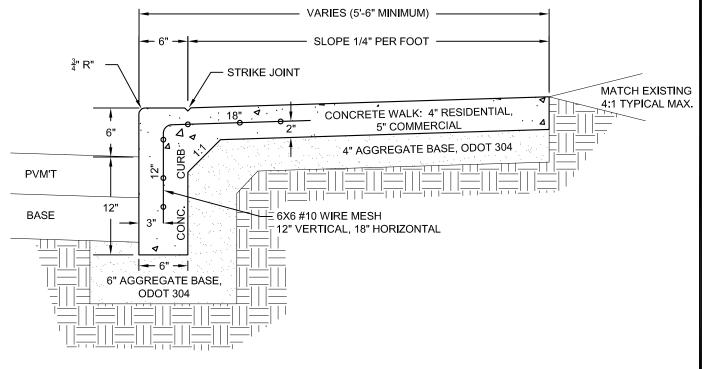




TYPE A
CONCRETE WALK
ADJACENT TO CURB

TYPE B
INTEGRAL CONCRETE WALK
AND CURB





DETAIL "A"

NOTES:

- 1. CURB CONSTRUCTION MUST TO CONFORM TO ODOT 609 AND THE CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
- 2. CONCRETE MATERIAL FOR CURB AND WALK MUST BE ODOT 499 CLASS 'C' CONCRETE WITH LIMESTONE AGGREGATE.
- 3. NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE, ODOT 304.
- 4. CONCRETE WALK REPLACED OR INSTALLED ADJACENT TO EXISTING CONCRETE CURB MUST BE DOWELED TO THE EXISTING CURB, UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER.
- 5. CURB CONTRACTION JOINT MUST BE SPACED 10 FEET TYPICALLY; WALK CONTRACTION JOINTS MUST BE SPACED 5 FEET TYPICALLY, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. CURB EXPANSION JOINTS MUST BE INSTALLED AT CURB INLET CATCH BASIN AND AT ANY OTHER RIGID STRUCTURES. CURB EXPANSION AND CONSTRUCTION JOINTS MUST BE DOWLED WITH TWO (2) #5 THRU #8 SMOOTH BARS, 18" LONG, EXTENDING 9" INTO EACH CURB.
- ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

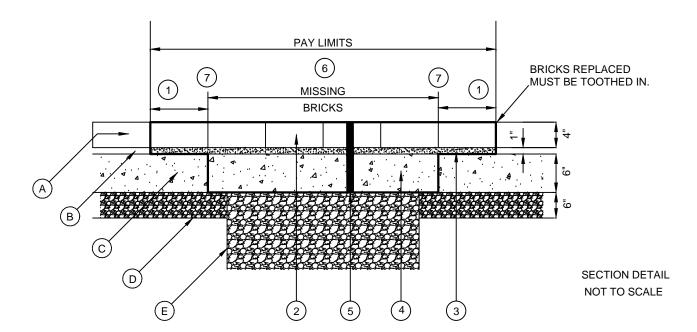
OFFICE OF THE CITY ENGINEER CANTON, OHIO DANIEL J. MOEGLIN, P.E., CITY ENGINEER 2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

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STANDARD DRAWING NO. 29 COMBINED CURB & WALK

COMBINED CURB & WALK

EXISTING BRICK SURFACE PAVEMENT REPAIR



- (A) EXISTING BRICK PAVERS
- (B) EXISTING SAND BEDDING LAYER
- C EXISTING CONCRETE BASE DEPTH AND TYPE VARIES
- (D) EXISTING AGGREGATE BASE
- E EXISTING RANDOM MATERIAL.
 SUB-GRADE OR FOR NEW TRENCH
 COMPACTED TYPE I BACKFILL
 TRENCH REPAIR PER CITY STD.
 DWG. 19 ODOT 304 OR 613.

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

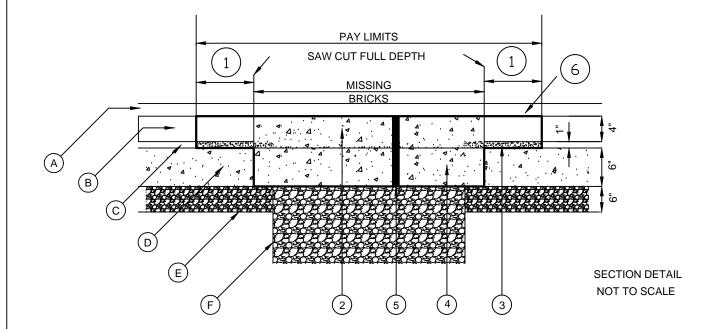
NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE, ODOT ITEM 304, OR LOW STRENGTH MORTAR BACKFILL, ODOT ITEM 613.

PAVEMENT REPLACEMENT SECTION PAYMENT IS FOR CITY PROJ. REPAIR AREAS, PAYMENT INCLUDED IN COST OF PIPE FOR NEW TRENCH.

- VARIES, 0" TO 12" MAX EX. BRICK TO BE REMOVED AND RESET AS NEEDED, TO ACCESS EX. CONC. BASE. DO NOT SAW CUT BRICK.
- 2 REPLACE/RESET 4" X 8" BRICK PAVERS, SEE
 NOTE SHT. 2/2 FOR CITY PROVIDED BRICK.
- 3 1" CONCRETE SAND/CEMENT (3:1) BED 703.02 ASTM C-33
- 6" CONCRETE BASE, CLASS "C", ODOT ITEM 305
- BRICK PAVEMENT REPLACEMENT SECTION
 PAYMENT ONLY FOR REPAIR AREAS, PAYMENT
 INCLUDED IN COST OF PIPE FOR NEW TRENCH.
- BROOM SURFACE W/ TECHNI-SEAL POLYMERIC SAND OR EQUAL TO FILL JOINTS. PLATE TAMP W/ MATT PROTECTION & DAMPEN PER MF'G. SPEC.
- 7 FOR BRICK PAVEMENT REPAIR SAW CUT A
 CLEAN EDGE FULL DEPTH TO REMOVE FAILED
 CONC. BASE AND/OR FAILED AGG. BASE AS DIRECTED.

FOR NEW TRENCH PER STD. DW'G 19, SAW CUT FULL DEPTH TO THE LIMITS SHOWN.

EXISTING ASPHALT OVER BRICK PAVEMENT SURFACE REPAIR



- (A) EXISTING ASPHALT SURFACE
- (B) EXISTING BRICK PAVERS
- C EXISTING SAND BEDDING LAYER
- D EXISTING CONCRETE BASE DEPTH AND TYPE VARIES
- (E) EX. AGGREGATE BASE
- F EX. RANDOM MAT'L. SUB-GRADE OR FOR NEW TRENCH COMPACTED TYPE I BACKFILL TRENCH REPAIR PER CITY STD. DW'G 19 ODOT 304(M) OR 613(M) LSM. LOW STRENGTH MORTAR

PAVEMENT REPLACEMENT SECTION PAYMENT IS FOR CITY PROJ. REPAIR AREAS, PAYMENT INCLUDED IN COST OF PIPE FOR NEW TRENCH.

- VARIES, 0" TO 12" MAX EX. BRICK TO BE REMOVED AND RESET AS NEEDED, TO TOOTH IN & ACCESS EX. CONC. BASE. SAW CUT BRICK IF NEEDED.
- 2 CONCRETE BASE, CLASS "C", ODOT ITEM 305 TO TOP OF BRICK
- 3 REMOVE EXISTING SAND BED BETWEEN BRICK
- 4 EXCAVATE FOR MINIMUM 6" CONCRETE BASE
- (5) CONCRETE BASE, CLASS "C", ODOT ITEM 305, REPLACEMENT SECTION
- ASPHALT REPLACEMENT (IN KIND DEPTH)
 MAXIMUM 2" SURFACE COURSE, ODOT 448
 TYPE I, OVER INTERMEDIATE COURSE,
 ODOT 448 TYPE I, AS NEEDED FOR IN KIND
 ASPHALT SECTION (ASPHALT SURFACE
 MUST BE "IN KIND" OTHER THAN 448 MAY
 BE REQUIRED) ASPHALT TO EXTEND TO A
 NEAT SAW-CUT LINE. SEAL EDGES WITH
 ASTM D-3405 HOT OR ASTM C-90 COLD
 ASPHALT CEMENT.

ALL RESTORATION/REPLACEMENT WORK TO BE AS DIRECTED AND APPROVED BY THE ENGINEER



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PAVEMENT REPAIR

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

REMOVE BRICK PRIOR TO SAWCUT IF THE BRICK IS SAWCUT, THE BRICK REPLACEMENT NEEDS

TO BE TOOTHED-IN

(D)

BROOM SWEEP TECHNI SEAL POLYMERIC SAND OR EQUAL TO LOCK BRICK

SECTION DETAIL

NOT TO SCALE

REQUIRING THE USE OF ADDITIONAL SALVAGED BRICK. BRICKS REPLACED MUST BE PAY LIMITS **VARIES APP** TOOTHED IN. (A)

EX. BRICK PAVERS

(B) EX. SAND BEDDING LAYER

EX. CONCRETE BASE - DEPTH AND TYPE VARIES

EX. AGGREGATE OR RANDOM MATERIAL SUB-GRADE

PAVEMENT REPLACEMENT SECTION PAYMENT IS FOR CITY PROJ. REPAIR AREAS, PAYMENT FOR CONC. BASE INCLUDED IN COST OF NEW CURB.

(2)

COST FOR ITEMS 1-2-3-4-6-7 ABOVE ARE CONSIDERED AS 1 PAY ITEM UNDER ROAD PAVEMENT REPLACEMENT QTY.

NO FOUNDRY SAND, ACBFS, GRANULATED SLAG OR OTHER SLAG PERMITTED IN ODOT 304, OR LOW STRENGTH MORTAR BACKFILL, ODOT 613

- RE-SET BRICK PAVERS, TOOTH IN BRICK TO MATCH EXISTING BRICK PAVEMENT.
- (2) PROPOSED 1" SAND/CEMENT (3:1) SETTING BED ODOT 703.02 - ASTM C 33
- PROPOSED 6" CONCRETE BASE CLASS "C" NO. 57 OR NO. 67 LIMESTONE ONLY
- BROOM SWEEP TECHNI SEAL POLYMERIC SAND OR EQUAL TO LOCK BRICK. PLATE TAMP W/ MATT PROTECTION & DAMPEN PER MF'G SPEC.
- NEW OR EXIST. CURB IF NEW SEE STD. DW'G. 29 & 30
- REPAIR/REPLACE FAILED BASE WITH 304 CRUSHED AGGREGATE, 411 LIMESTONE OR 613 LSM IF APPROVED BY THE ENGINEER. CONCRETE AND AGGREGATE BASE TO BE REPAIRED AS DIRECTED BY THE ENGINEER INCLUDING CONCRETE REPLACEMENT AS NEEDED.
- FOR BRICK PAVEMENT REPAIR SAW CUT A CLEAN EDGE FULL DEPTH TO REMOVE FAILED CONC. BASE AND/OR FAILED AGG. BASE AS DIRECTED.

THIS EXHIBIT IS FOR BRICK PAVEMENT REPLACEMENT ALONG CURB OR GUTTER PLATE

BRICKS REMOVED ARE TO BE STORED FOR RE-USE - CITY WILL PROVIDE BRICKS AS NEEDED CONTRACTOR IS TO PICK UP BRICK AT CITY SERVICE CENTER YARD CONTRACTOR SHOULD BE PREPARED TO SORT BRICK FROM EXISTING STOCKPILES IF NECESSARY

OFFICE OF THE CITY ENGINEER CANTON, OHIO DANIEL J. MOEGLIN, P.E., CITY ENGINEER

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ATTROVED DATE. JAN 2012	DESCRIPTION	DATE	BY	
APPROVED BY: CDB, RMB, SLH	CONSISTENCY REVIEW	2/1/13	JTD	
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STANDARD DRAWING NO. 31

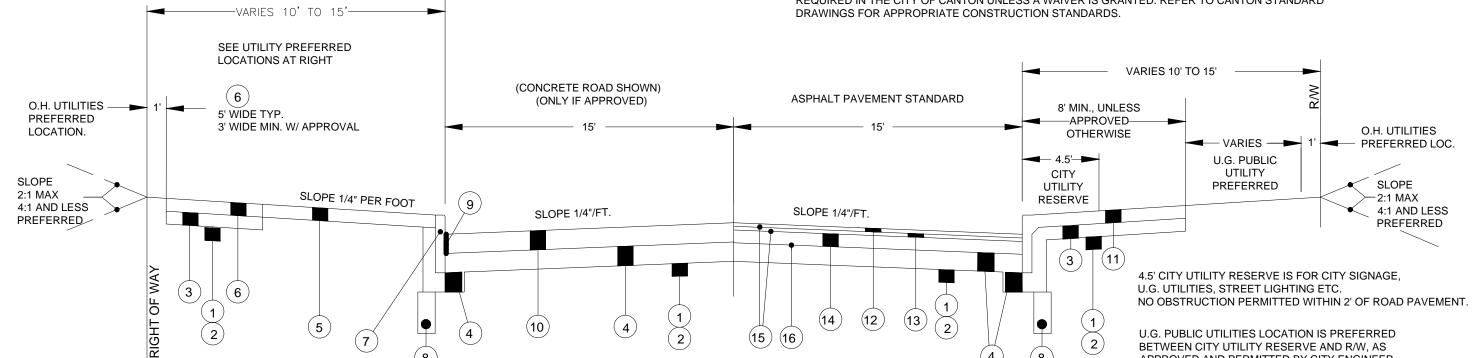
PAVEMENT REPAIR

SHEET 2 OF 2

ODOT REFERENCES ARE 2013 CMS -CROSS REFERENCE TO CURRENT CMS AT TIME OF CONSTRUCTION. (M) DENOTES CANTON MODIFICATION TO CMS AS NOTED. ALL CURB AND WALK CONSTRUCTION TO CONFORM TO CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR AND REPLACEMENT OF SIDEWALKS, CURBS AND DRIVEWAYS.

GENERAL CRITERIA

PAVEMENT WIDTHS ARE TRADITIONALLY AND TYPICALLY 3/5THS THE RIGHT OF WAY WIDTH LANE WIDTHS ARE 12 FT. TYP. AND PARKING WIDTHS ARE 8 FT. TYPICAL (2' - 3' APRON EA. SIDE) BY ORD. - MIN. 28 FT. PAVEMENT REQUIRED FOR PARKING I-SIDE - 32 FT. PREFERRED. BUSINESS/COMMERCIAL DISTRICTS AND MAJOR STREET CORRIDORS REQUIRE SPECIAL SECTIONS. SPECIAL IMPROVEMENT DISTRICTS AND CORRIDORS REQUIRE ENHANCEMENTS & SPECIAL SECTIONS. SIDEWALKS ARE REQUIRED IN THE CITY OF CANTON UNLESS A WAIVER IS GRANTED. REFER TO CANTON STANDARD DRAWINGS FOR APPROPRIATE CONSTRUCTION STANDARDS



- (1) 203 EXCAVATION & EMBANKMENT
- (2) 204 SUBGRADE COMPACTION
- 3) 304 4" AGGREGATE BASE
- (4) 304 6" AGGREGATE BASE

 (M) TYP. NO FOUNDRY SAND, ACBFS,
 GRANULATED SLAG OR OTHER SLAG
 PERMITTED IN 304 BASE
- (5) 659 4" TOPSOIL / SEED / MULCH CLASS 1 LAWN MIX 1 YR. WARRANTY - 90% GERMINATION
- 6 608 CONCRETE WALK
 4" THICK RESIDENTIAL
 5" THICK COMMERCIAL
 (M) TYP. CLASS "C" #57 OR 67 LIMESTONE
 OPTION 1 MAY 1 TO OCT. 15 ONLY STEEL FORMS
 ONLY SEE CURRENT CITY SPECS. FOR CURB /
 WALK CONSTRUCTION.

- (7) 609 CONC. CURB CITY STD. 30 OR ODOT TYPE 6
 (M) TYP. CLASS "C" #57 OR 67 LIMESTONE
 OPTION 1 MAY 1 TO OCT. 15 ONLY STEEL
 FORMS ONLY SEE CURRENT CITY SPECS. FOR
 CURB / WALK CONSTRUCTION.
- 8 605 4" PIPE UNDERDRAIN (M) TYP. N0. 8 STONE BEDDING (NO ACBFS) FILTER SLEEVE AS DIRECTED
- 9 705.03 1/2" PREFORMED JOINT W/ SEALER
- (10) 452 6" PLAIN PORTLAND CEMENT CONC. PAVEMENT CLASS "C" LIMESTONE AGG. ONLY OPTION 1 MAY 1 TO OCT. 15 ONLY
- (11) 608 CONCRETE WALK CITY STD. 29, TYPE III
 (M) TYP. CLASS "C" #57 OR 67 LIMESTONE
 OPTION 1 MAY 1 TO OCT. 15 ONLY STEEL FORMS
 ONLY SEE CURRENT CITY SPECS. FOR
 CURB / WALK CONSTRUCTION.

- (12) 448 1-1/2" ASPHALT CONC. SURFACE COURSE, TYPE I
- (13) 448 1-1/2" ASPHALT CONC. INTERMEDIATE COURSE, TYPE I
- 14) 301 4" ASPHALT CONC. BASE
- 407 TACK COAT (USE RUBBERIZED TACK FOR APSHALT OVERLAY ON PORTLAND CEMENT CONCRETE OR BRICK PAVEMENT)
- (16) 408 PRIME COAT
- 5 LAWN STRIPS LESS THAN 3.5' WIDE ARE NOT PERMITTED UNLESS APPROVED BY THE ENGINEER. COMBINED CURB/WALK IS STANDARD IN THIS INSTANCE. USE TYP. 5' WALK SHOWN LEFT IF 3.5' MIN. IS MET.

APPROVED AND PERMITTED BY CITY ENGINEER.

READ

FOR ALL NEW STREET CONSTRUCTION AND IMPROVEMENT THE OWNER/DEVELOPER SHALL PROVIDE A TYPICAL SECTION PREPARED BY A PROFESSIONAL ENGINEER TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.

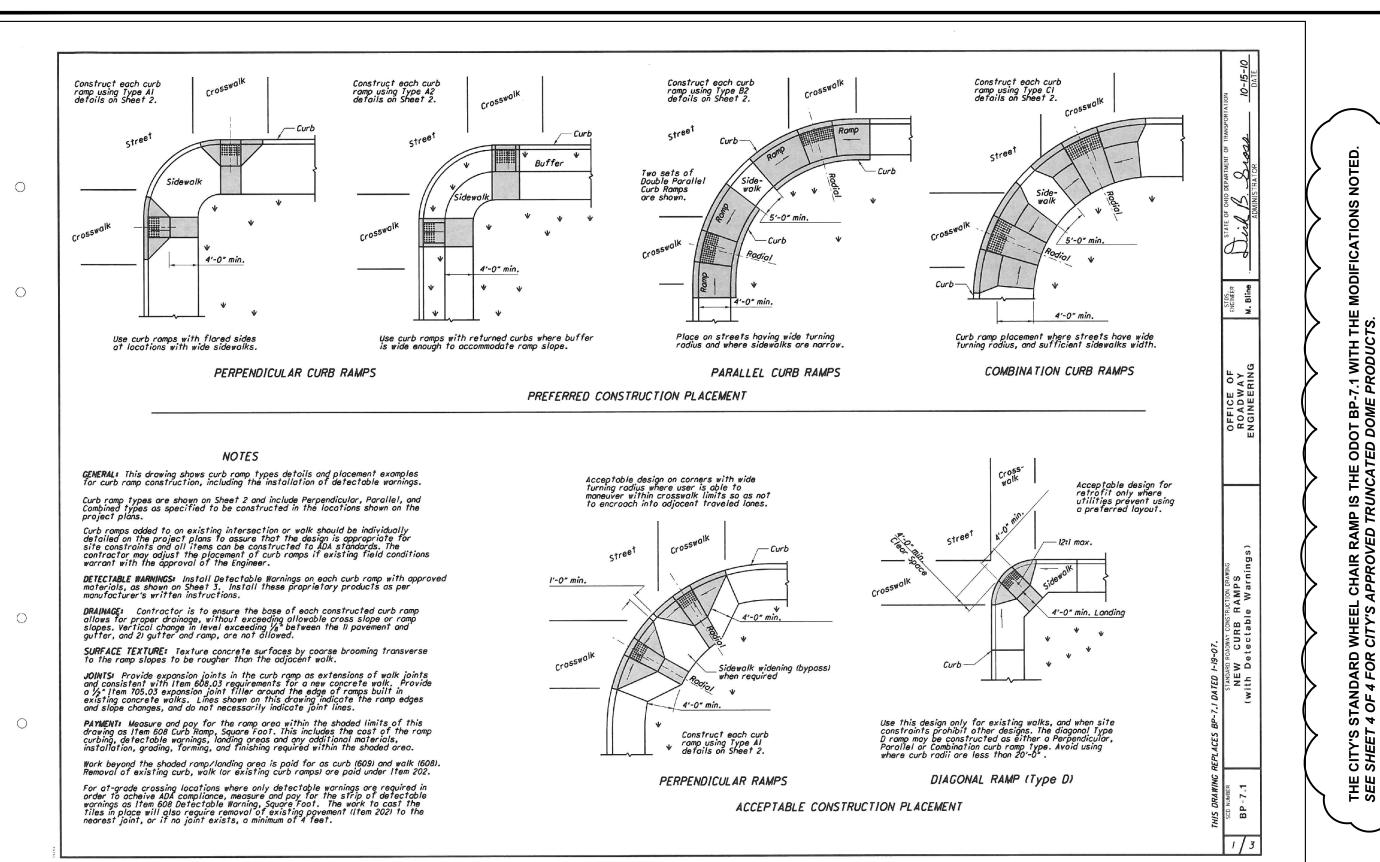
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DANIEL J. MOEGLIN, P.E., CITY ENGINEER 2436 30th St. NE 44705: 330-489-3381: www.cantonohio.gov/engineering

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FOR LOCAL STREETS



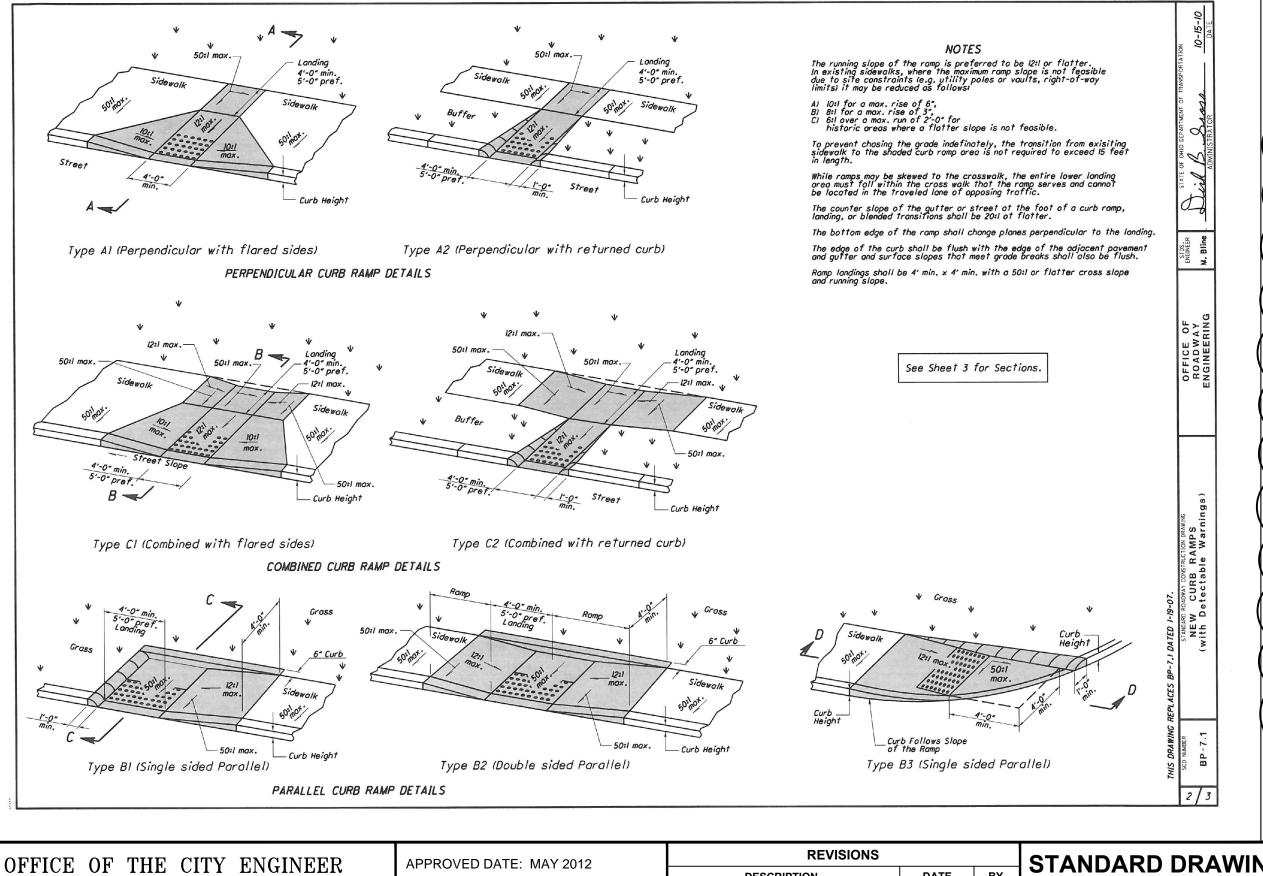
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STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP



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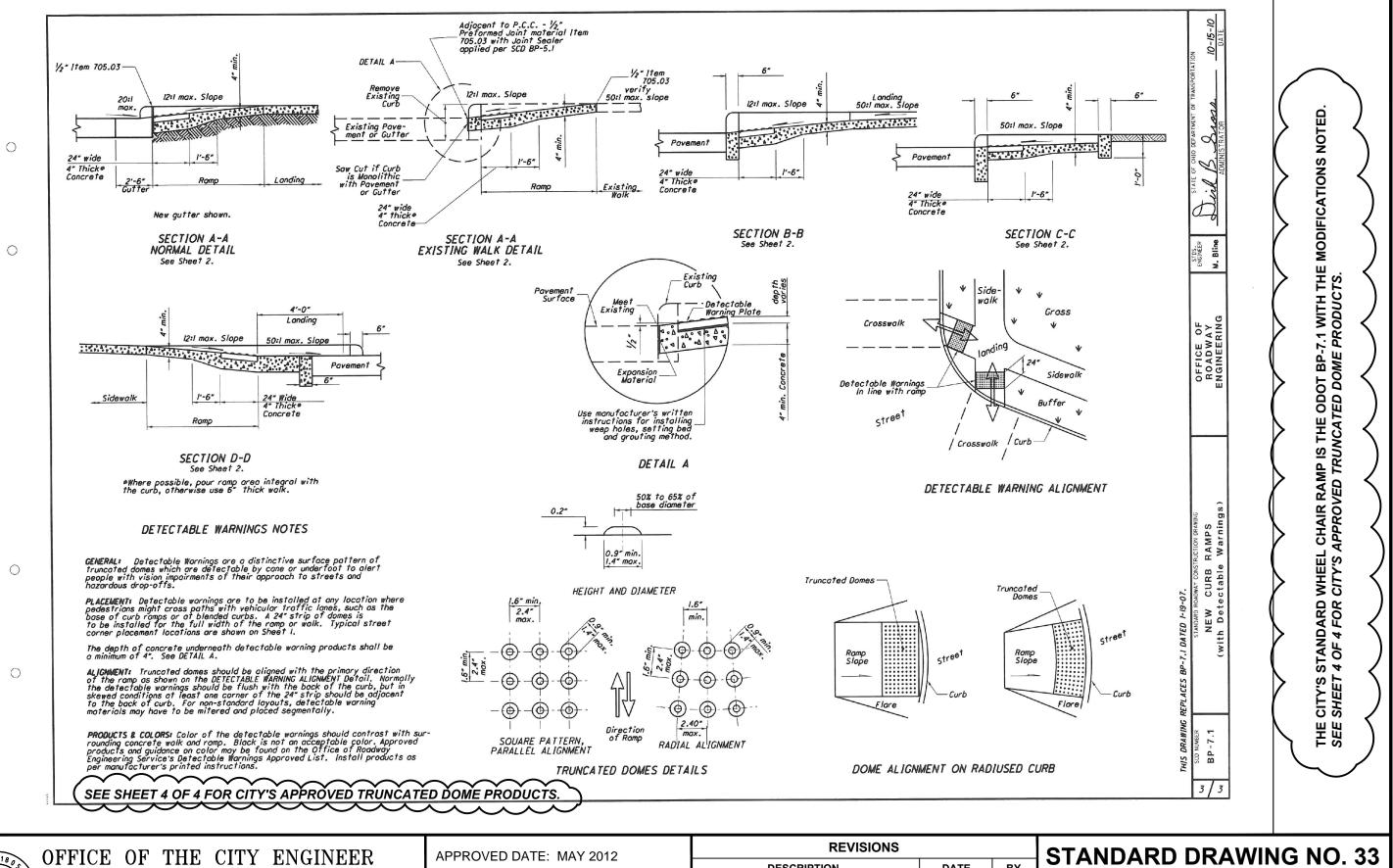
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CITY'S SHEET

WHEEL CHAIR RAMP

SHEET 2 OF 4



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WHEEL CHAIR RAMP

SHEET 3 OF 4

DETECTABLE WARNING DOMES

PANELS, WET SET

REPLACEABLE TRUNCATED DOME PANELS SET IN WET CONCRETE MUST BE USED IN RAMPS WITHININ THE CITY OF CANTON, UNLESS APPROVED OTHERWISED BY THE CITY ENGINEER.

Acceptable manufacturers and prducts are:

- Armorcast Products Company North Hollywood, CA 818-982-3800
 Armorcast Detectable Warning Panels (Wet Set Panels) 24"x24", 24"x36", 24"x48"; also 6'-15' Radius Polymer Concrete, Red Brick color
- ADA Solutions, Inc.
 N. Billerica, MA 01862
 Cast-in-Place Replaceable Tactile (Wet Set)
 2'x3', 2'x4', 2'x5', and 2' w/radius
 Glass and Carbon Composite, Brick Red color

OR APPROVED EQUAL

BRICK PAVERS

TRUNCATED DOME BRICK PAVERS ARE ONLY TO BE USED/INSTALLED AT THE DISCRETION OR APPROVAL OF THE CITY ENGINEER.

Brick Pavers will meet ASTM C 902 Class SX, Type 1, or C 936, or C 1272 Type R.
Acceptable manufacturers and products are:

- Whitacre-Greer Fireproofing Company,
 1400 S. Mahoning Ave, Alliance, OH, 44601, (800) WG PAVER
 ADA Paver, 4"x8"x2-1/4", Clear Red (Rustic) #30.
- The Belden Brick Company
 PO Box 20910, Canton, OH 44701 330-456-0031
 City Line ADA Paver, Regimental Red 2-1/4"x4"x8" or 2-1/4"x8"x8"

OR APPROVED EQUAL.

Pavers will be laid on top of a 4" unreinforced concrete base. Setting bed to be mortared in accordance with manufacturer's instruction, or with a maximum 1/2" thick bed of latex modified cement mortar. SWEEP POLYMERIC SAND (TECHNI SEAL OR APPROVED EQUAL) INTO JOINTS. Joint width must not exceed 1/8" or be less than 1/16" wide.

Pavers shall be laid such that joints are level with adjoining joints so as to provide a smooth transition from brick to brick and brick to concrete surface.

The surface of any two adjacent units should not differ by more than 1/8" [3] in height. Bricks shall be placed in a running bond pattern. Face of all brick shall be clean of cement and protected so as to avoid chipping during constructionn.

ADHESIVE MATS

REPLACEABLE TRUNCATED DOME MATS THAT SET ON CONCRETE RAMPS BY ADHESIVE WILL ONLY BE CONSIDERED IN THE EVENT AN EXISTING WHEEL CHAIR RAMP NEEDS DETECTABLE WARNING DOMES INSTALLED AND THE RAMP REQUIRES NO OTHER MODIFICATIONS. USE OR INSTALLATION OF ADHESIVE MATS IS SUBJECT TO THE CITY ENGINEER'S DISCRETION OR APPROVAL.

Acceptable manufacturers and prducts are:

 Submit product specification, color and sample for review/approval by the City Engineer

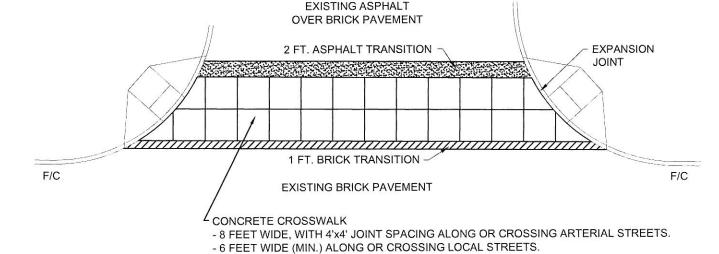
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	CANTON, OHIO	
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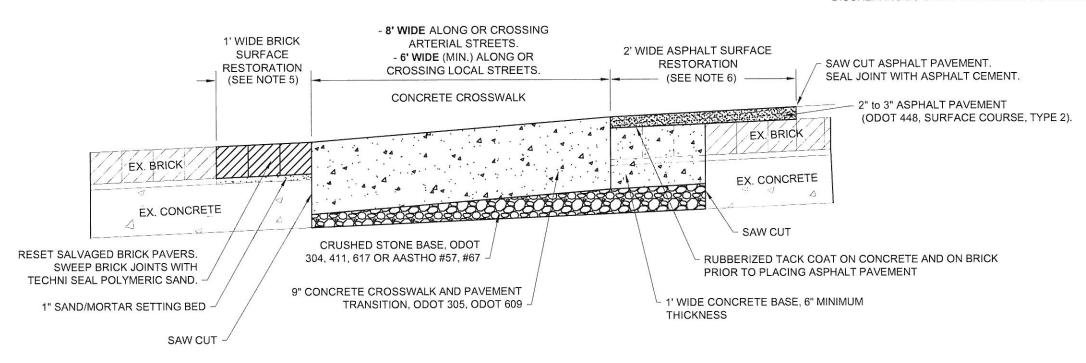
STANDARD DRAWING NO. 33
WHEEL CHAIR RAMP

SHEET 4 OF 4

PLAN VIEW



SECTION VIEW



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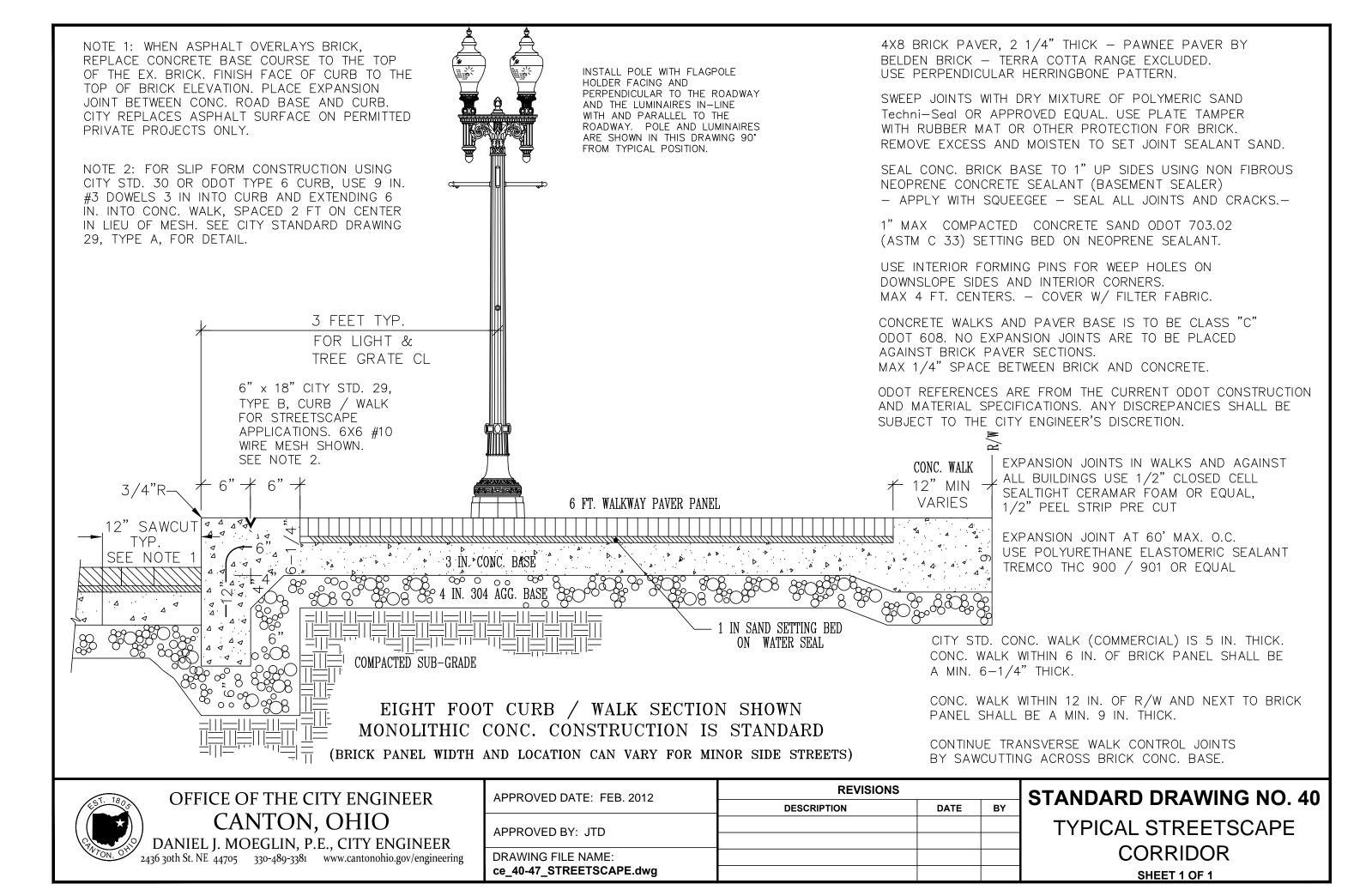
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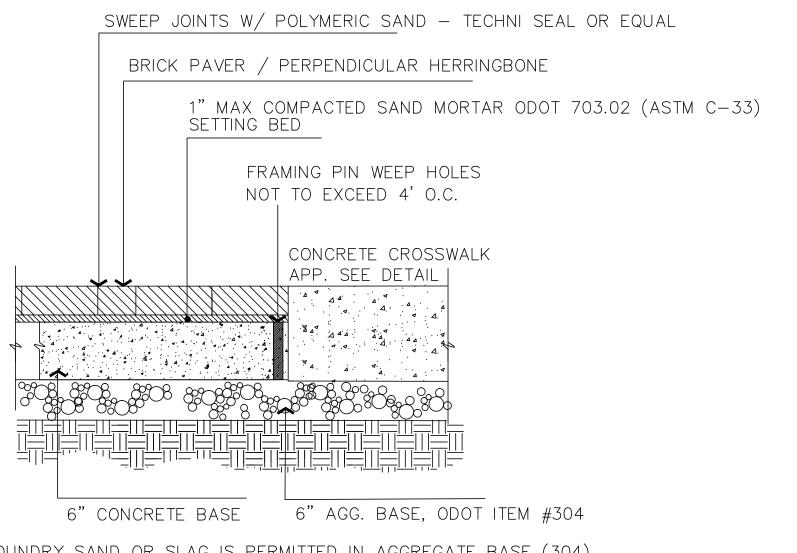
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NOTES:

- 1. CONCRETE CROSS WALKS MUST BE CONSTRUCTED IN THE ROADWAY WHEN EXISTING PAVEMENT IS DISTURBED WHERE BRICK ROADS TRANSITION TO ASPHALT ROADS BY OVERLAY OF ASPHALT ON BRICK PAVERS; UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER.
- 2. CROSS WALK CONSTRUCTION MUST CONFORM TO ODOT 608 AND THE CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND
- 3. SECTION PROFILE OF CROSS WALK TO BE FIELD DETERMINED BASED ON EXISTING ASPHALT AND BRICK PAVEMENT ELEVATIONS. PROFILE OF THE CROSSWALK MUST BE SET IN A MANNER THAT DOES NOT IMPEDE THE STORMWATER DRAINAGE.
- 4. DURING REMOVAL OF PAVEMENT FOR INSTALLATION OF NEW CONCRETE CROSS WALK, CONTRACTOR MUST STABILIZE BRICK PAVERS AND PREVENT BRICKS, THAT ARE TO REMAIN IN PLACE, FROM COMING LOOSE.
- CONTRACTOR TO REPLACE BRICK PAVEMENT WITH SALVAGED BRICK SET ON A 6" CONCRETE BASE AND 1" SAND/MORTAR SETTING BED. REUSE OF EXISTING CONCRETE BASE UNDER BRICK IS ACCEPTABLE IF CITY ENGINEER DEEMS EXISITING CONCRETE BASE IS IN SATISFACTORY CONDITION; OTHERWISE NEW CONCRETE BASE MAY BE REQUIRED. SWEEP BRICK JOINTS WITH TECHNI-SEAL POLYMERIC SAND (OR APPROVED EQUAL). ALL BRICK PAVERS RESET MUST MEET THE GRADES ESTABLISHED BY THE ENGINEER. SURFACE ELEVATION FROM BRICK TO BRICK, OR BRICK TO CONCRETE MUST NOT EXCEED 1/8".
- CONTRACTOR MUST PLACE TRANSITIONAL ASPHALT PAVEMENT (ODOT 448, SURFACE COURSE, TYPE 2) MATCHING THE SURFACE OF THE NEW CONCRETE CROSS WALK AND EXISTING ASPHALT PAVEMENT. ASPHALT PAVEMENT THICKNESS MUST NOT BE LESS THAN 2", OR GREATER THAN 3". ASPHALT PAVEMENT MUST BE SET ON A CONCRETE BASE WITH A MINIMUM THICKNESS OF 6". THE CONCRETE BASE MUST LOCK-IN THE EXISTING BRICK PAVERS. APPLY RUBBERIZED TACK COAT ON CONCRETE BASE AND BRICK BASE PRIOR TO INSTALLING ASPHALT PAVEMENT.
- 7. CONCRETE MATERIAL FOR CROSS WALK AND BASE MUST BE ODOT 499 CLASS 'C' CONCRETE WITH LIMESTONE AGGREGATE.
- 8. NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE.
- ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

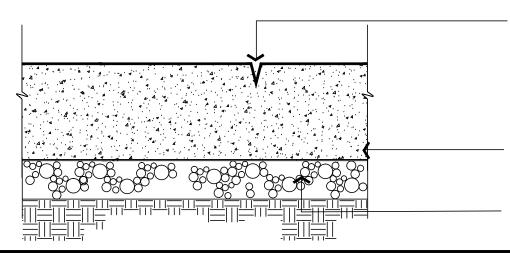
STANDARD DRAWING NO. 34 CONCRETE CROSSWALK AND PAVEMENT TRANSITION SHEET 1 OF 1





NOTE: NO FOUNDRY SAND OR SLAG IS PERMITTED IN AGGREGATE BASE (304).

CROSSWALK DETAIL



TYPICAL TOOLED AND CUT CONTROL JOINT 1/4 DEPTH OF SLAB - SPACING OF JOINTS TO BE 4' O.C. -ALIGN CONCRETE CROSSWALK AND CONCRETE WALK JOINTS FILL JOINTS WITH POLYURETHANE ELASTOMERIC SEALANT TYP. TREMCO THC 900 / 901 OR EQUAL FOR CONTROL & EXPANSION JOINTS 1/2" CLOSED CELL EXPANSION JOINT FILLER TO BE SEALTIGHT CERAMAR OR EQUAL - 60FT O.C. MAX

DISCRETION.

4X8 BRICK PAVER, 2 3/4" THICK - ROADWAY PAVER BY BELDEN BRICK - ASTM C1272 TRAFFIC TYPE F APPL. PX WEATHER SX - 10,000 PSI - COLOR JUMBO REGIMENTAL

BRICK ALTERNATE - WHITACRE GREER 4 X 8-1/2 X 3-1/2 WEATHER CLASS SX, TRAFFIC F, APPLICATION PX - COLOR 33

USE PERPENDICULAR HERRINGBONE PATTERN IN INTERSECTION.

REMOVE EXCESS AND MOISTEN TO SET JOINT SEALANT SAND.

CONCRETE CROSSWALK AND PAVER BASE IS TO BE CLASS "C" ODOT 499.03 - HIGH EARLY. NO EXPANSION JOINTS ARE TO

DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S

ALL CONCRETE CONSTRUCTION TO CONFORM TO CURRENT CITY

OF CANTON SPECIFICATIONS FOR CONSTRUCTION. REPAIR AND

REPLACEMENT OF SIDEWALKS, CURBS AND DRIVEWAYS.

SWEEP JOINTS WITH DRY MIXTURE OF POLYMERIC SAND Techni-Seal OR APPROVED EQUAL. USE PLATE TAMPER WITH RUBBER MAT OR OTHER PROTECTION FOR BRICK.

1" MAX COMPACTED CONCRETE SAND ODOT 703.02

USE INTERIOR FORMING PINS FOR WEEP HOLES ON

MAX 4 FT. CENTERS. - COVER W/ FILTER FABRIC.

MAX 1/4" SPACE BETWEEN BRICK AND CONCRETE.

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY

DARK ANTIQUE - 10,000 PSI ASTM C1272

BRICK TO HAVE BEVELED EDGE AND LUGS.

(ASTM C 33) SETTING BED W/ MORTAR.

DOWNSLOPE SIDES AND INTERIOR CORNERS.

BE PLACED AGAINST BRICK PAVER SECTIONS.

PROVIDE 1/4" RADIUS ON ALL SLAB EDGES.

10" ITEM 452 PLAIN PORTLAND CEMENT CLASS C (LIMESTONE) CONCRETE PAVEMENT

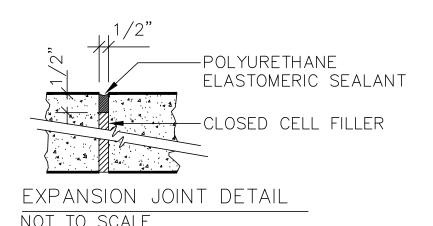
COMPACTED AGGREGATE BASE ODOT ITEM 304, 6" TYP.

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STANDARD DRAWING NO. 41 ROADWAY BRICK & CROSSWALK PAVEMENT DETAILS



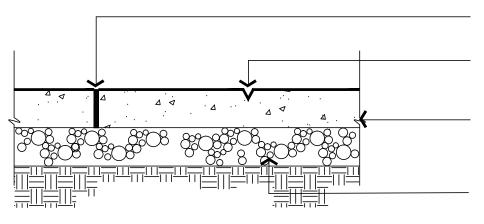
NOTES:

- EXPANSION JOINTS TO BE 60' MAX. O.C. CONTROL JOINTS TO BE @ 4' O.C. OR AS SHOWN ON PLAN OR DIRECTED BY ENGINEER.
- PROVIDE LIGHT BROOM FINISH ON ALL CONCRETE SURFACES AFTER JOINT & EDGE TOOLING. PROVIDE 1/4" RADIUS ON ALL SLAB EDGES.

SAWCUT CONTROL JOINTS MAY BE PERMITTED

SAWCUT CONTROL JOINTS MAY BE PERMITTED
IN STREETSCAPE AREAS IF APPROVED BY
THE PROJECT ARCHITECT/ENGINEER AND THE CITY ENGINEER
PRIOR TO BID AND CONSTRUCTION.

CONCRETE WALK TO BE CLASS "C" ODOT 499 NO. 57 OR 67 LIMESTONE (SEE BELOW) NO EXPANSION JOINTS ARE TO BE PLACED AGAINST BRICK PAVER SECTIONS



1/2" CLOSED CELL EXPANSION JOINT FILLER IN WALK AND AGAINST BUILDINGS TO BE SEALTIGHT CERAMAR FOAM OR EQUAL, 1/2" PEEL STRIP CUT EXPANSION JOINT AT 60' MAX. O.C.

TYPICAL TOOLED AND CUT CONTROL JOINT, 1/5 DEPTH OF SLAB W/POLYURETHANE ELASTOMERIC SEALANT — TREMCO THC 900 / 901 OR EQUAL 5" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT, ODOT ITEM 608 AND 499. AS PER PLAN.

4" COMPACTED THICKNESS AGGREGATE BASE COURSE, ODOT ITEM #304.

NOTE: NO FOUNDRY SAND OR SLAG IS PERMITTED IN AGGREGATE BASE (304).

AGGREGATE IN SURFACE CONCRETE SHALL BE AASHTO M NO. 57 OR 67 LIMESTONE ONLY.

ALL CONCRETE FOR CURB AND WALKS SHALL BE ODOT 499, CLASS C.

CLASS C OPTION 1 MAY BE USED BETWEEN MAY 1 AND OCTOBER 15.

AGGREGATE IN SURFACE CONCRETE SHALL BE NO. 57 OR 67 LIMESTONE ONLY.

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

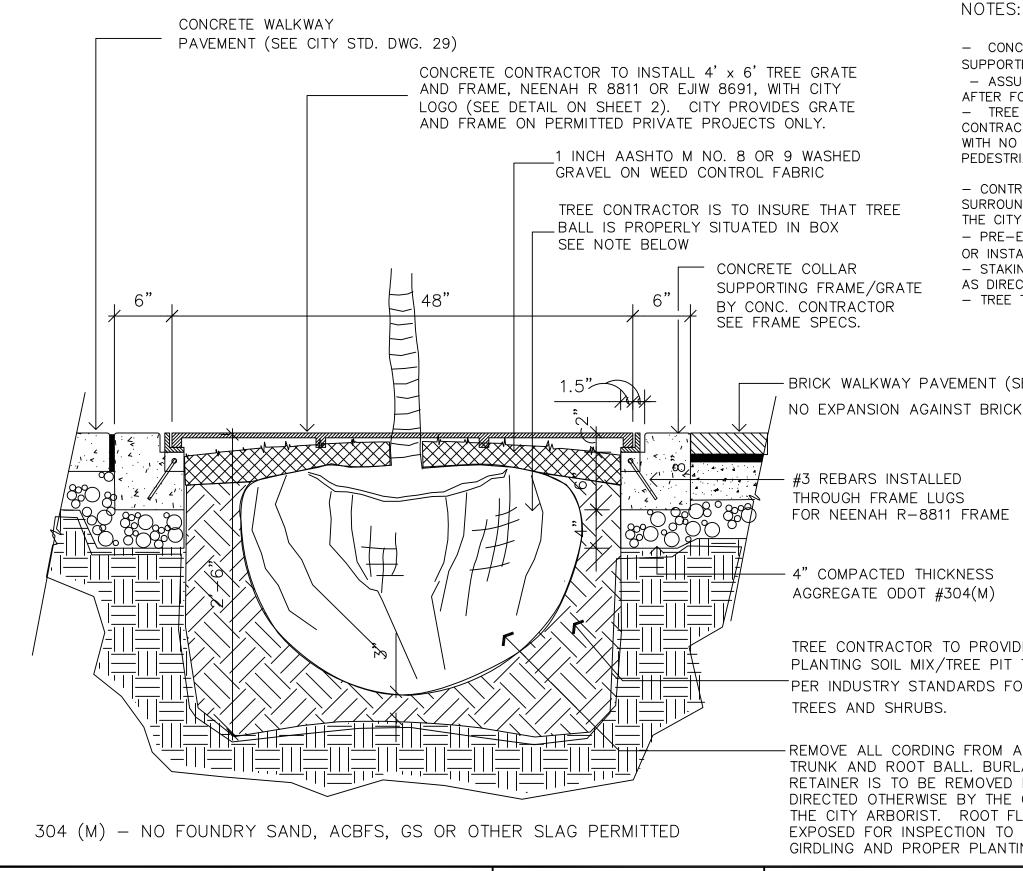
ALL CONCRETE CONSTRUCTION TO CONFORM TO CURRENT CITY OF CANTON SPECIFICATIONS FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF SIDEWALKS, CURBS AND DRIVEWAYS.

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STANDARD DRAWING NO. 42

STREETSCAPE CONCRETE WALK PAVEMENT DETAILS



NOTES:

- CONCRETE COLLAR TO BE FORMED USING 2 X 6 (FRAME SUPPORTED METHOD) OR 2 X 8 (INSIDE FORM METHOD)
- ASSURE THAT CONCRETE COMPLETELY FILLS FORMS W/ NO VOIDS. AFTER FORM REMOVAL GROUT ALL HONEYCOMB VOIDS.
- TREE BOX TO BE CLEARED TO LIMIT SHOWN BY CONCRETE CONTRACTOR. CONTRACTOR TO SET GRATE AND INSURE PROPER FIT WITH NO ROCKING OR BINDING. COVER OPENING TO PREVENT PEDESTRIAN TRIP HAZARD.
- CONTRACTOR MUST THOROUGHLY SATURATE ROOT BALL AND SURROUNDING SOILS WITH WATER UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR CITY ARBORIST.
- PRE-EMERGENT (PREEN OR APPROVED EQUAL) IS TO BE PLACED OR INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- STAKING OF TREE IS REQUIRED WHEN ROOT BALL IS UNSTABLE OR AS DIRECTED BY CITY ARBORIST OR CITY ENGINEER
- TREE TO BE GUARANTEED FOR TWO GROWING SEASONS.

-BRICK WALKWAY PAVEMENT (SEE CITY STD. DW'G 40)

#3 REBARS INSTALLED THROUGH FRAME LUGS FOR NEENAH R-8811 FRAME

- CONCRETE CONTRACTOR IS TO PROVIDE A UNIT LUMP SUM PRICE FOR THE FORMING AND PLACING OF THE CONCRETE COLLAR COMPLETE WITH THE SETTING OF THE FRAME AND GRATE, INCLUDING REMOVAL OF ALL CONSTRUCTION DEBRIS FROM TREE VAULT.
- TREE CONTRACTOR TO PROVIDE AND PLANT TREES, INCLUDING EXCAVATION FOR TREE ROOT BALLS AND ALL MATERIALS SPECIFIED IN PROPOSAL.

TREE CONTRACTOR TO PROVIDE AND PLACE PLANTING SOIL MIX/TREE PIT TOPSOIL PER INDUSTRY STANDARDS FOR

REMOVE ALL CORDING FROM AROUND TREE TRUNK AND ROOT BALL. BURLAP WRAP AND WIRE RETAINER IS TO BE REMOVED ENTIRELY, UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR THE CITY ARBORIST. ROOT FLARE IS TO BE EXPOSED FOR INSPECTION TO ENSURE NO GIRDLING AND PROPER PLANTING DEPTH.

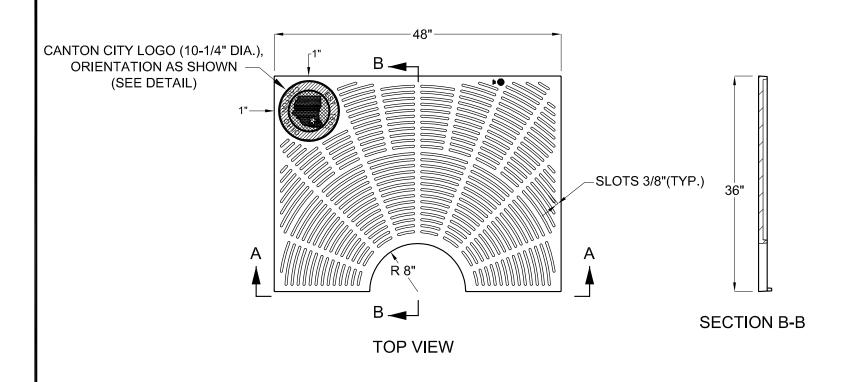
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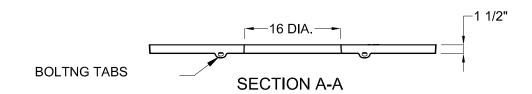
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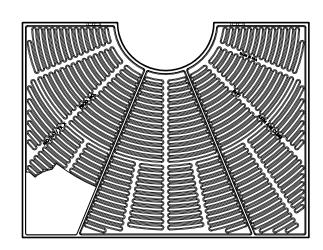
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7(111002000712.120.2012	DESCRIPTION	DATE	вү
APPROVED BY: JTD	REVISED TREE GRATE, ADD CITY LOGO	APRIL 2014	RMB
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STANDARD DRAWING NO. 43

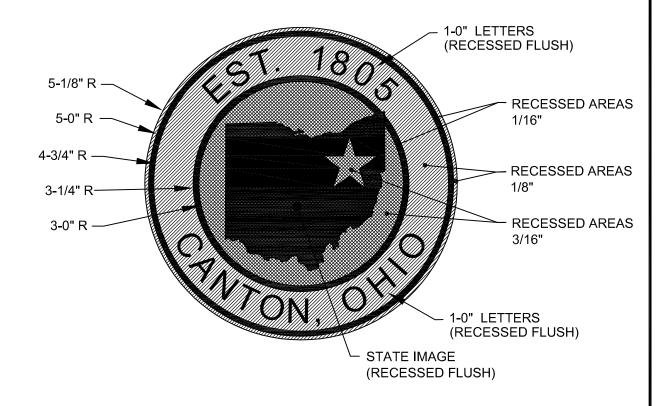
TREE FRAME & GRATE **CONSTRUCTION DETAILS**







BOTTOM VIEW



CITY LOGO, TREE GRATES **DETAIL**

NOTES:

- 1. TREE GRATES TO BE CAST OF GRAY IRON IN COMPLIANCE WITH ASTM SPEC. ASTM A-48 CLASS 35. GRATES MUST INCLUDE CANTON CITY LOGO AS SHOWN.
- 2. FRAMES FOR TREE GRATES TO BE MANUFACTURED OF STEEL DESIGNED FOR HEAVY LOADS. ENTIRE FRAMES MUST BE COATED WITH ONE COAT OF BLACK PAINT SUITABLE FOR FABRICATED STEEL.
- 3. APPROVED TREE GRATE AND FRAME PRODUCTS:
 - -EAST JORDAN 8691
 - -NEENAH R 8811
 - -OR APPROVED EQUAL.
- 4. CONTACT CITY ENGINEER FOR CAD DRAWING OF CITY LOGO.

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APPROVED DATE: MAY 2014	REVISIONS	REVISIONS		
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STANDARD DRAWING NO. 43

TREE FRAME & GRATE CONSTRUCTION DETAILS

SHEET 2 OF 2

THE GENERAL OR CONCRETE CONTRACTOR SHALL VERIFY THROUGH THE OWNER THE EXISTANCE OF UNDERGROUND VAULTS, BASEMENTS OR OTHER OPENINGS UNDER THE PROPOSED WALK REPLACEMENT AREA AND IF THE UNDERGROUND AREA IS TO REMAIN.

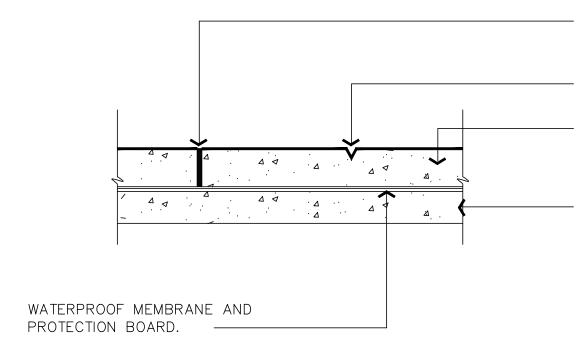
FOR PERMITTED PRIVATE PROJECTS: IF THE UNDERGROUND BASEMENTS, VAULTS OR OPENINGS ARE DISCOVERED DURING THE DEMOLITION PROCESS, ALL WORK IS TO BE SUSPENDED UNTIL THE OWNER PROVIDES FOR CORRECTIVE ACTIONS. THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED FOR REMEDIAL ACTIONS FOR PRIVATE PROJECTS.

THE CITY DEEMS SUCH OPENINGS TO BE AN ENCROACHMENT AND AS SUCH REQUIRES THE OWNER TO ENTER INTO A LICENSE OR AGREEMENT FOR ITS CONTINUED USE.

NO WALK IS TO BE CONSTRUCTED UNTIL THE CITY ENGINEER IS NOTIFIED OF THE ENCROACHMENT AND REMEDIAL ACTIONS ARE APPROVED CONFORMING TO THESE STANDARDS.

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

ALL CONCRETE CONSTRUCTION TO CONFORM TO CURRENT CITY OF CANTON SPECIFICATIONS FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF SIDEWALKS, CURBS AND DRIVEWAYS.



SEALTIGHT MEL-ROL SELF ADHERING WATERPROOFING MEMBRANE AND PROTECTION BOARD FROM W.R. MEADOWS, INC. IS ACCEPTABLE

FOR PERMITTED PRIVATE PROJECTS THE OWNER MAY PROVIDE SPECIFACATIONS FOR MEMBRANE AND BOARD PRIOR TO WALK REPLACEMENT.

EXPANSION JOINT AT 60 FT. MAX O.C.

1/2" CLOSED CELL EXPANSION JOINT IN WALK AND AGAINST BLD'G, SEALTIGHT CERAMAR FOAM W/ 1/2" PEEL
STRIP CUT OR EQUAL. POLYEURETHANE ELASTOMERIC SEALANT TO BE TREMCO THC 900/901

TYP. CONTROL JOINT 4 FT. O.C. OR AS DIRECTED, 1/5 DEPTH OF SLAB W/POLYURETHANE ELASTOMERIC SEALANT, TYP.

VARIABLE DEPTH PORTLAND CEMENT CONCRETE ODOT 499, CLASS C, SIDEWALK, ODOT 608 — AGGREGATE TO BE # 57, 67 LIMESTONE AGGREGATE AND AS RE—INFORCED IN SPECIFICATIONS PROVIDED BY OWNER'S ENGINEER LIGHT BROOM FINISH ON SURFACE. PROVIDE 1/4" RADIUS ON SLAB EDGES.

ROOF OF VAULT / BASEMENT CONCRETE SLAB.
IT IS THE OWNER'S ARCHITECT / ENGINEER'S RESPONSIBILITY
TO INDICATE ON THE SURFACE THE EXTENT OF THE VAULT / BASEMENT ROOF
STRUCTURE AND DEPTH. THE OWNER'S ARCHITECT / ENGINEER WILL INSPECT THE ROOF AND
STRUCTURE FOR STABILITY AND MAKE ALL NECESSARY REPAIRS PRIOR TO
WALK CONSTRUCTION OR REPLACEMENT.

FOR PRIVATE PROJECTS, THE CITY IS NOT RESPONSIBILE FOR ANY DAMAGE TO THE STRUCTURE OR CONSTRUCTION / RE-CONSTRUCTION COSTS. THE CITY WILL NOT REMOVE CONCRETE OVER VAULT / BASEMENT STRUCTURES.

FOR PRIVATE PROJECTS, IT IS THE OWNER'S RESPONSIBILITY TO PROTECT THE VAULT / BASEMENT STRUCTURE FROM DUST / DIRT OR RAINWATER DURING CONSTRUCTION.

CONCRETE WALK PAVEMENT OVER VAULT / BASEMENT TO REMAIN

FOR VAULT / BASEMENT TO BE ABANDONED SEE CITY STANDARD DRAWING 46

45T. 1805	OFFICE O	F THE C	ITY ENGINEER
	CAl	NTON,	OHIO
CYNTON, OH	DANIEL J. MO 2436 30th St. NE 44705	EGLIN, P. 330-489-3381	E., CITY ENGINEER www.cantonohio.gov/engineering

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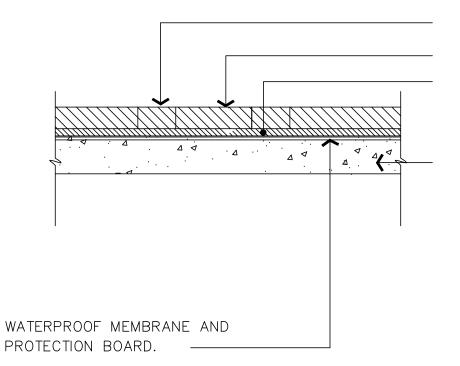
STANDARD DRAWING NO. 44
CONCRETE WALK OVER
VAULT
CONSTRUCTION DETAILS
SHEET 1 OF 1

THE GENERAL OR CONCRETE CONTRACTOR SHALL VERIFY THROUGH THE OWNER THE EXISTANCE OF UNDERGROUND VAULTS, BASEMENTS OR OTHER OPENINGS UNDER THE PROPOSED WALK REPLACEMENT AREA AND IF THE UNDERGROUND AREA IS TO REMAIN.

FOR PERMITTED PRIVATE PROJECTS: IF THE UNDERGROUND BASEMENTS, VAULTS OR OPENINGS ARE DISCOVERED DURING THE DEMOLITION PROCESS, ALL WORK IS TO BE SUSPENDED UNTIL THE OWNER PROVIDES FOR CORRECTIVE ACTIONS. THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED FOR REMEDIAL ACTIONS FOR PRIVATE PROJECTS.

THE CITY DEEMS SUCH OPENINGS TO BE AN ENCROACHMENT AND AS SUCH REQUIRES THE OWNER TO ENTER INTO A LICENSE OR AGREEMENT FOR ITS CONTINUED USE.

NO WALK IS TO BE CONSTRUCTED UNTIL THE CITY ENGINEER IS NOTIFIED OF THE ENCROACHMENT AND REMEDIAL ACTIONS ARE APPROVED CONFORMING TO THESE STANDARDS.



BRICK BOX WITH 4X8 BRICK PAVERS, 2 1/4" THICK

SWEEP JOINTS WITH POLYMERIC SAND MIXTURE - SEE NOTE

MIN. 1" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT ITEM 608 AND ODOT 499 CLASS "C" - AGGREGATE TBD MIN. DEPTH NEEDED FROM F/G TO TOP OF VAULT IS 4". USE CONCRETE SAND (ASTM C-33) AS NEEDED FOR LEVELING UP TO 1/2"

ROOF OF VAULT / BASEMENT CONCRETE SLAB.
IT IS THE OWNER'S ARCHITECT / ENGINEER'S RESPONSIBILITY
TO INDICATE ON THE SURFACE THE EXTENT OF THE VAULT / BASEMENT ROOF
STRUCTURE AND DEPTH. THE OWNER'S ARCHITECT / ENGINEER WILL INSPECT THE ROOF AND
STRUCTURE FOR STABILITY AND MAKE ALL NECESSARY REPAIRS PRIOR TO
WALK CONSTRUCTION OR REPLACEMENT.

FOR PRIVATE PROJECTS, THE CITY IS NOT RESPONSIBILE FOR ANY DAMAGE TO THE STRUCTURE OR CONSTRUCTION / RE-CONSTRUCTION COSTS. THE CITY WILL NOT REMOVE CONCRETE OVER VAULT / BASEMENT STRUCTURES.

FOR PRIVATE PROJECTS, IT IS THE OWNER'S RESPONSIBILITY TO PROTECT THE VAULT / BASEMENT STRUCTURE FROM DUST / DIRT OR RAINWATER DURING CONSTRUCTION.

ADJOINING WALK.

SEALTIGHT MEL-ROL SELF ADHERING WATERPROOFING MEMBRANE AND PROTECTION BOARD FROM W.R. MEADOWS, INC. IS ACCEPTABLE

FOR PERMITTED PRIVATE PROJECTS THE OWNER MAY PROVIDE SPECIFACATIONS FOR MEMBRANE AND BOARD PRIOR TO WALK REPLACEMENT.

BRICK WALKWAY PAVERS OVER VAULT TO REMAIN

FOR VAULT / BASEMENT TO BE ABANDONED SEE CITY STANDARD DRAWING 46

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

4X8 BRICK PAVER, 2 1/4" THICK - PAWNEE PAVER BY

SWEEP JOINTS WITH DRY MIXTURE OF POLYMERIC SAND

Techni-Seal OR APPROVED EQUAL. USE PLATE TAMPER

WITH RUBBER MAT OR OTHER PROTECTION FOR BRICK.

NEOPRENE CONCRETE SEALANT (BASEMENT SEALER)

DRAWING 44 CONCRETE WALK OVER VAULT DETAILS.

REMOVE EXCESS AND MOISTEN TO SET JOINT SEALANT SAND.

SEAL CONC. BRICK BASE TO 1" UP SIDES USING NON FIBROUS

- APPLY WITH SQUEEGEE - SEAL ALL JOINTS AND CRACKS.-

IF 4" MIN DEPTH OF BRICK BOX CANNOT BE MET - USE STD.

NO EXPANSION JOINT IS TO BE USED BETWEEN BRICK AND

BELDEN BRICK - TERRA COTTA RANGE EXCLUDED.

USE PERPENDICULAR HERRINGBONE PATTERN.

ALL CONCRETE CONSTRUCTION TO CONFORM TO CURRENT CITY OF CANTON SPECIFICATIONS FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF SIDEWALKS, CURBS AND DRIVEWAYS.

OFFICE OF THE CITY ENGINEER

CANTON, OHIO

DANIEL J. MOEGLIN, P.E., CITY ENGINEER

2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

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STANDARD DRAWING NO. 45

BRICK WALK OVER VAULT CONSTRUCTION DETAILS

ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

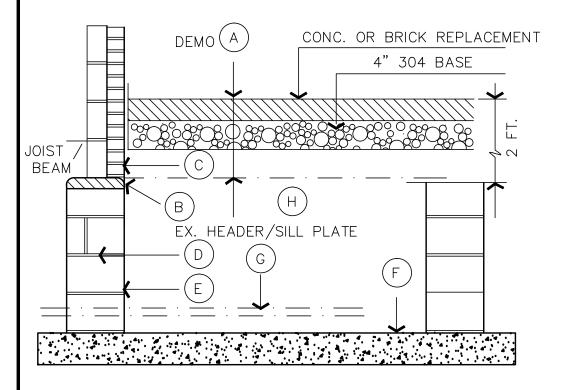
ALL CONCRETE CONSTRUCTION TO CONFORM TO CURRENT CITY OF CANTON SPECIFICATIONS FOR CONSTRUCTION, REPAIR AND REPLACEMENT OF SIDEWALKS, CURBS AND DRIVEWAYS.

THE GENERAL OR CONCRETE CONTRACTOR SHALL VERIFY THROUGH THE OWNER THE EXISTANCE OF UNDERGROUND VAULTS, BASEMENTS OR OTHER OPENINGS UNDER THE PROPOSED WALK REPLACEMENT AREA AND IF THE UNDERGROUND AREA IS TO REMAIN.

FOR PERMITTED PRIVATE PROJECTS: IF THE UNDERGROUND BASEMENTS, VAULTS OR OPENINGS ARE DISCOVERED DURING THE DEMOLITION PROCESS, ALL WORK IS TO BE SUSPENDED UNTIL THE OWNER PROVIDES FOR CORRECTIVE ACTIONS. THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED FOR REMEDIAL ACTIONS FOR PRIVATE PROJECTS.

THE CITY DEEMS SUCH OPENINGS TO BE AN ENCROACHMENT AND AS SUCH REQUIRES THE OWNER TO ENTER INTO A LICENSE OR AGREEMENT FOR ITS CONTINUED USE.

NO WALK IS TO BE CONSTRUCTED UNTIL THE CITY ENGINEER IS NOTIFIED OF THE ENCROACHMENT AND REMEDIAL ACTIONS ARE APPROVED CONFORMING TO THESE STANDARDS.



UPON DISCOVERY OF BASEMENTS, VAULTS, PARTIALLY ABANDONED STRUCTURES OR OTHER VOIDS, THE GENERAL OR CONTRACTOR SHALL VERIFY THROUGH THE OWNER, IF UTILITY SERVICES ENTER THE BUILDING IN THE VICINITY AND VISUALLY INSPECT THE ADJOINING WALL TO SEE IF PREVIOUS ABANDONEMENT WORK HAD BEEN PERFORMED (SUCH AS WINDOW WELL CLOSURE, STAIRWELL OR ELEVATOR SHAFT CLOSURE). IF THE WALL IS SECURE, PROCEED WITH ABANDONEMENT UNDER CMS ODOT 202 [202.02 & 202.06]. MODIFICATIONS TO ODOT 202 ARE AS FOLLOWS:

THE CONTRACTOR SHALL PROBE VOIDS OR PARTIALLY ABANDONED STRUCTURES TO DETERMINE THEIR EXTENTS AND IF UNSUITABLE MATERIAL UNDERLIES THE SURFACE. REMOVE ALL UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER. FILL VOIDS WITH ODOT 703.11 TYPE I OR III STRUCTURAL BACKFILL. NO FOUNDRY SAND OR SLAG PERMITTED. COMPACT IN 8" LIFTS BY MECHANICAL MEANS. BUCKET COMPACTION MUST BE SUPPLEMENTED W/ VIBRATION OR OTHER TAMPING EQUIPMENT AS DIRECTED.

- DEMOLITION REMOVE CONCRETE WALK, VAULT/BASEMENT ROOF, SUPPORT BEAMS AND REINFORCING TO FACE OF BUILDING. FROM BASEMENT/VAULT REMOVE ALL WOOD, ABANDONED ELECTRICAL CONDUIT AND FIXTURES, ABANDONED UTILITY LINES AND DEMOLITION DEBRIS LARGER THAN 8". DEMO SIDE WALLS TO A LEVEL 2 FEET BELOW FINISH GRADE. RUBBILIZED CONC. MAY BE USED FOR FILL IN BOTTOM 1/4 OF VOID. PROTECT ALL UTILITY LINES AND MAINS THAT ARE TO REMAIN IN SERVICE.
- B INSPECT EXISTING OPENING HEADER AND / OR SILL PLATE FOR SUFFICIENCY. REPAIR/REINFORCE OR REPLACE AS NECESSARY TO SUPPORT THE STRUCTURE ABOVE.
- THE CONTRACTOR SHALL FILL WITH MASONRY AND/OR GROUT ALL ANULAR SPACES AND OPENINGS BETWEEN THE HEADER/SILL PLATE AND BASEMENT CEILING TO PREVENT SOIL AND CONCRETE MIGRATION.
- D FILL OPENING WITH 8" OR 12" CMU (VERIFY WALL THICKNESS) W/TRUSS TYPE HORIZONTAL REINFORCING 16" OR 24" O.C. VERTICALLY. GROUT WALL SOLID.

 CONNECT WALL TO FLOOR W/ 2 VERTICAL 22" # 5 BAR AT 16" O.C. GROUT SOLID. BOLSTER WIDE WIDTH OPENINGS AS NEEDED FOR LATERAL SUPPORT.
- E FILL ALL CRACKS OR OPENINGS WITH MASONRY AND/OR SOLID GROUT WITH PARTICULAR ATTENTION TO OPENINGS AROUND SERVICE CONDUITS. WATERPROOF ENTIRE WALL AREA WITH NEOPRENE BITUMINOUS BASEMENT WATERSEALING OR EQUAL. DOUBLE WATERPROOF BASE OF WALL UP 36" AND ON FLOOR OUT 12".
- $oxed{ iny PLUG}$ ALL FLOOR DRAINS AND RUBBILIZE AND/OR PERFORATE FLOOR FOR DRAINAGE AS DIRECTED.
- G PRIOR TO COVERING WITH BACKFILL, SUPPORT ALL UTILITY MAINS AND SERVICE CONDUITS. ENCASE SERVICE MAINS AND CONDUITS WITH #57 OR 67 CRUSHED STONE, 1 FOOT UNDER AND OVER..
- H BACKFILL BASEMENT/VAULT AREA WITH STRUCTURAL BACKFILL, ODOT 703.11, TYPE 1 OR 3, IN LAYERS NOT TO EXCEED 8" LOOSE DEPTH AND COMPACTED BY APPROVED MECHANICAL MEANS. BUCKET COMPACTION MUST BE SUPPLEMENTED BY VIBRATION OR TAMPING EQUIPMENT AS DIRECTED. NO FOUNDARY SAND OR SLAG BACKFILL IS PERMITTED. RPCC IS PERMITTED IF SOURCE AND GRADATION DOCUMENTATION IS PROVIDED FROM A SOURCE AS APPROVED BY THE ENGINEER. IN LIEU OF GRANULAR BACKFILL, LOW STRENGTH MORTAR BACKFILL, ODOT 613, (A.K.A. CONTROL DENSITY FILL) MAY BE USED.

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STANDARD DRAWING NO. 46

BASEMENT/VAULT
ABANDONMENT
CONSTRUCTION DETAILS
SHEET 1 OF 1

