

Invitation to Bid

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

PID 91972 – 3rd St. SE Bridge Reconstruction Project - GP 1167

Item/Project

THE DBE GOAL FOR THIS PROJECT IS 8%

Engineering Department

Responsible Department

Wednesday, May 15, 2019 at 2:00 PM local time

Bids Due On or Before

NOTICE: See ODOT LPA Template, Page 18, Item #25, LPA PN 013 – 7/21/2017 – **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS, DBE UTILIZATION PLAN and DBE AFFIRMATION**

All Bidders **Shall** submit a DBE Utilization Plan before the time of bid opening to the following website – https://odot.formstack.com/forms/dbe_copy.

The apparent low Contractor **Must** Complete all the requirements set forth within the DBE AFFIRMATION within 5 days of the Bid Opening date. See the following website – <http://dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

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LEGAL NOTICE:

Ordinance #18/2019

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Wednesday, May 15, 2019** for the purpose of securing bids for the:

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The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, May 15, 2019. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Sixth Floor 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/>.

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. **INCLUDE THE CITY OF CANTON, THE OHIO DEPARTMENT OF TRANSPORTATION, AND THEIR AGENTS AS OBLIGEEES ON ALL BONDS.**

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

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project.

Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. The "prime" contractor must perform no less than 30 percent of the total original contract price. Subcontractors are not subject to the pre-qualification requirement, accept as noted below.

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Given the bridge work included with this project, in addition to all other appropriate prequalified work types, the contractor performing the bridge work must be ODOT level 2 bridge prequalified even if they are a subcontractor to the general contractor.

Each bidder must submit evidence of its experience on projects of similar size and complexity.

The bidder must use the proposal blanks provided in the bid package for submitting bids. The City will not accept any other submittals.

The project shall be completed no later than October 31, 2019.

This project has a Disadvantaged Business Enterprise (DBE) goal of 8 %. The contractor must provide a plan on how it will satisfy the DBE goal and proof of commitments from DBE subcontractors and suppliers before Canton will enter into an agreement with the contractor.

“Disadvantaged Business (DBE) Requirement. DBE participation goals (Subcontracts, materials, supplies) have been set on this project for those certified as DBE’s in accordance with 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.R.C.).” At the beginning following the project identification the DBE goal designation is written, i.e. DBE Goal: 8 %.

WAIVER PROCESS FOR DBE GOALS: ODOT LPA Template, Page 20, Good Faith Effort (GFEs).

There will be no value engineering change proposals accepted on this project.

All steel and iron products must meet the requirements of ODOT CMS 106.09.

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 estimated construction cost is **\$600,000.00** for this project.

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

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.

Please contact Katie Wise, Assistant Director of Purchasing at kathryn.wise@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: April 23, 2019, April 30, 2019, and May 7, 2019

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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, 4th 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 as non-responsive. (Please note that this project is funded in part by the Federal Highway Administration (FHWA) administered through the Ohio Department of Transportation and all applicable requirements must be adhered to in the submission of bids.)

City of Canton Requirements

- a. Bid Title Page
- b. Signature Page
- c. Proposal Pages
- d. Bid Form 1 – Bidder and Contractor Employment Practices Report
- e. Bid Form 2 – Authority of Signatory
- f. Bid Form 3 – Bid Guaranty
- g. Bid Form 4 – Bidder Information
- h. Bid Form 5 – Project References
- i. Bid Form 6 – Non-Collusion Affidavit
- j. Bid Form 7 – Questionnaire in Determining Lowest and Best Bid
- k. Bid Form 8 – Insurance Affidavit and Certificates

Funding Source Requirements

- l. A circled response in **Section 6. FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE** found in **Appendix B: Ohio Department of Transportation LPA Template**.
- m. A DBE Utilization Plan must be submitted online at https://odot.formstack.com/forms/dbe_copy per **Section 25. DBE Utilization Plan and Good Faith Efforts** found in **Appendix B: Ohio Department of Transportation LPA Template PRIOR TO THE BID OPENING**.

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- n. Please note that this project is funded in part by the Federal Highway Administration (FHWA) administered through the Ohio Department of Transportation. All applicable requirements must be adhered to in the submission of bids.
4. Bids will not be accepted after 2:00 PM on **Wednesday, May 15, 2019**. 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 Requirements

1. **ODOT Prequalification**
Only pre-qualified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The “prime” contractor must perform no less than 30 percent of the total original contract price.
2. **DBE Requirements**
A DBE Utilization Plan must be submitted online at https://odot.formstack.com/forms/dbe_copy per **Section 25. DBE Utilization Plan and Good Faith Efforts found in Appendix B:** Ohio Department of Transportation LPA Template **PRIOR TO THE BID OPENING**. The Apparent Low Bidder will be required to complete the DBE Affirmation online at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages> within **five (5) calendar days of the bid opening**.
Bidders are required to include a List of ODOT Prequalified Disadvantaged Business (DBE) participants and Proof of Commitments at the time bid. Commitments must be in place prior to the execution of the contract.
3. **Drug-Free Safety Program**
The successful bidder and all subcontractors must be enrolled in and in good standing with the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program.

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C. Pre-Bid Meeting

1. There is no Pre-Bid Meeting for this project.

D. Questions and Addenda

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. This is **Wednesday, May 8, 2019 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 Friday, May 10, 2019 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:
Katie Wise, Assistant Director of Public Service
Email: kathryn.wise@cantonohio.gov

E. 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.

F. 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

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preliminary plan to perform the construction (schedule, means and methods, etc.).

G. 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.

H. Pre-Construction Meeting

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

I. Notice to Proceed and Job Completion

1. The Contractor shall not start the work embraced in this contract before the date of a written Notice to Proceed from the City. Work shall be completed as per applicable sections in the General Conditions. Contractor is prohibited from commencing bridge demolition work before August 1, 2019 due to gas line relocation Dominion Energy Ohio (DEO). No other work shall be started that will interfere with the gas line relocation prior to August 1, 2019. The general contractor must yield to DEO over the project site until DEO is clear of the work area. Other phases of work are permitted to begin immediately upon reception of written Notice to Proceed from the City Engineer.
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.

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J. Document Order of Precedence

1. In the event of an internal conflict within the bid/contract documents the following will be the order of precedence.
 - a. Change Order Documents
 - b. Signed Contract Documents
 - c. Ohio Department of Transportation (ODOT) and Federal Requirements
 - d. Environmental Commitments
 - e. Official Addenda
 - f. Invitation to Bid Signature and Proposal Pages
 - g. Instructions to Bidders
 - h. Project Plans/Drawings
 - i. Supplemental Specifications
 - j. General Conditions
 - k. Change Order Policy
 - l. Claims Management Policy
 - m. Project Utility Note
 - n. Additional Project Notes
 - o. ODOT Construction and Manual Specifications
 - p. Bid Forms
 - q. Bid Form Instructions
 - r. Additional Requirements and/or Conditions
 - s. Legal Notice
 - t. Bid Advertisement

K. 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.

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

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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 | |
|----------------|--|-----------------------------------|
| Address | Office Address | Correspondence |
| | 424 Market Ave. N Canton OH 44702 | P.O. Box 9940 Canton, OH 44711 |
| | Phone: (330) 430-7900 Fax: (330) 430-7944 Email: cantontax@cantonohio.gov | |

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

Provision 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.

SECTION II: GENERAL CONDITIONS

(The headings of the various sections are intended for convenience in reference and not to be considered a part of the specifications.)

(1) **Definitions:** The term “City” wherever used in these specifications shall mean the City of Canton, acting through its Director of Public Service, 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 Director of Public Service 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:** All the work under this contract shall be done to the satisfaction of the City, which in all cases shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of this contract on the part of the Contractor, and the City’s determination and decision thereon shall be final and conclusive; and the City’s determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

(3) **Orders to the Contractor and Failure to Execute:** The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address may be changed at any time by a written notice from the Contractor and delivered to the City.

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

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

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

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

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

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

(6) **Permits:** The Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Contractor shall pay all charges by utility owners for connections for providing permanent service to the Work.

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(7) **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.

(8) **Time for doing work:** The City is instructing the Contractor to base the project schedule upon a 5-day workweek, Monday through Friday from 8:00 am to 4:30 pm except on City recognized holidays; this is the “standard schedule”. The Engineer may direct the Contractor to work outside of the standard schedule to save life or property or in case of emergencies. The City is open to alternative hours based upon written approval by the Engineer. The City is giving notice to the Contractor that there is deviation from this note in the plans. The deviation instructs the contractor to work weekends at specific designated intersections. The “standard schedule” does not relieve the contractor of these plan obligations. If the Contractor wishes to work outside of the standard schedule, in addition to times noted in the plans, 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. However, the City does not require the Contractor to pay inspection overtime when the City orders the overtime. The Engineer shall determine method of payment when the need arises. (See also Section 44).

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(9) **Working Season:** Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer. (See also Section 44). Paving shall be suspended from October 1 to April 30 unless otherwise directed the Engineer.

(10) **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.

(11) **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.

(12) **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.

(13) **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.

(14) **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

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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.

(15) 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.

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(16) **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.

(17) **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.

(18) **Plans, profiles, and specifications:** The plans, profiles and specifications are intended to be explanatory and supplementary of each other. Should any discrepancy appear or if a 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.

(19) **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.

(20) **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.

(21) **Related Work at Site:** City may perform other work related to the Project at the Site with City's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if City and Contractor are unable to agree on entitlement to or on the amount or

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extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be filed.

Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and City, if City is performing other work with City's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between City and such utility owners and other contractors.

If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

(22) **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.

(23) **Authorized Variations in Work:** City may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on City and also on Contractor, who shall perform the Work involved promptly. If City or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then the City or Contractor must provide written notification prior to performing the Field Order and the change order process must be utilized. If the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made.

(24) **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

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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.

(25) 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.

(26) 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.

(27) 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,

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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.

(28) **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.

(29) **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.

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

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

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

(30) 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.

(31) Cleaning up during the progress and completion of work: During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

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

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

Upon the completion of the improvement and before the final acceptance thereof, the Contractor shall remove all machinery, tools, temporary building and shall clean the pavement, curb and sidewalks in such a thorough and effective manner by hand sweeping, scraping or by flushing, according to kind of pavement or condition of the street, as will be determined by the Engineer, so as to leave the entire surface of the pavement, curbs and sidewalks so exposed that the quality and texture of the materials used and workmanship may be readily determined. He shall also remove all centering, scaffolding and accumulations of sand, earth, materials, and rubbish of all kinds from the sewers, manholes, inlets, and catch basins. If the improvement is

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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.

(32) 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.

(33) 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.

(34) 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

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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.

(35) 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.

(36) Rejecting Defective Work: The City will have authority to reject Work which the City believes to be defective, or that the City believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The City will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

(37) 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

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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.

(38) **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.

(39) **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.

(40) **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.

(41) **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.

(42) **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.

(43) **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

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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.

(44) 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 completed **no later than October 31, 2019**. 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.

(45) Liquidated Damages and Paving Time Restrictions: 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 Six Hundred Dollars (\$600.00) for each day by which the Contractor fails to complete the work, or any part (including Interim) thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

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

(46) 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.

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(47) **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.

(48) **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.

(49) **Change of Contract Price:** The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the City and the other party to the Contract.

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The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved;
or
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with ODOT's Force Account procedures; or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under previous paragraph, on the basis of ODOT's Force Account procedures.

Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then the fee shall be based upon ODOT's Force Account procedures.

(50) (51) **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, and pending the submission of all required forms and documents, 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 Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

(52) **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.

(53) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to workmen's compensation and State insurance fund for the benefit of injured and the dependents of killed employees. The Contractor shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to

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employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

(54) **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.

(55) **Guaranty:** The Contractor, for and in consideration of the monies received and to be received by him, hereby agrees that the repairs of all defects in the work done and completed under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

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

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

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

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

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Concrete foundation, 1 year

(56) **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.~~
- e. ~~All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:—
Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.~~
- d. ~~This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 155 2018. Passed 5 14 18.)~~

6. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set

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forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.

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

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.
(Ord. 238-2015. Passed 11-30-15.)

7. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

- b. By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to

employees for work done or services performed or rendered inside the City or on City property.

- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
(Ord. 238-2015. Passed 11-30-15.)

8. Chapter 507.03 – Equal Employment Opportunity Clause.

- b. During the performance of this contract, the contractor agrees as follows:
 - 1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
 - 2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.
(Ord. 153-2012. Passed 9-24-12.)
 - 3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.

5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.
(Ord. 179-74. Passed 6-17-74.)

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 14 will be required of the successful bidder but may be submitted after the awarding of the contract.

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

BID FORM 1 – 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 2 – 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 3 – 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.

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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 4 – 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 5 – PROJECT REFERENCES

Each bidder shall provide references as set forth on Bid Form 5.

BID FORM 6 – 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 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – ARTICLES OF INCORPORATION

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

BID FORM 14 – W9 TAX FORM

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

Bid Form 1: 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. Reporting Status |
| A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify) |
| 2. Name, Address and Telephone Number of Bidder Covered by This Report |
| 3. Name, Address and Telephone Number of Principal Official or Manager of Bidder |
| 4. Name, Address and Telephone Number of Principal Office of Bidder |

Evaluation (Office Use Only)

- ☐ Compliant
- ☐ Non-Compliant
- ☐ Follow up needed _____

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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 unwilling/unable to adopt policy.

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

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IV. EMPLOYMENT DATA

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

| Categories | Overall Total | Total Male | Total Female | African American | Asian American | Native American | Hispanic | African American | Asian American | Native American | Hispanic |
|---|------------------|------------|-----------------|---------------------|-------------------|--------------------|----------|---------------------|-------------------|--------------------|----------|
| Officials, Managers and Supervisors | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Part-Time Seasonal | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | |
| Craftsman (skilled) | | | | | | | | | | | |
| Operatives (semi-skilled) | | | | | | | | | | | |
| 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.

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VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on City projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to 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.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to the loss of current and future awards.

Firm or Corporation Name

Signature

Title

Date of Signing

Bid Form 2: 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 3: 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.

INCLUDE THE CITY OF CANTON, THE OHIO DEPARTMENT OF TRANSPORTATION, AND THEIR AGENTS, AS OBLIGEEES ON ALL BONDS.

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED

Bid Form 4: Bidder Information

Bidder Information Page 1 of 3

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

a. Name of Bidder _____

b. Business Address _____

City State Zip

c. Business Telephone Number (____) _____

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

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

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

g. Principal place of business _____

h. Federal I.D. Number # _____

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

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Bidder Information Page 2 of 3

2. Form of Business Organization.

_____ Corporation

_____ Partnership

_____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

| | |
|--|--|
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| | |
| | |

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

| | |
|--|--|
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| | |
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| | |

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

| | |
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| | |

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Bidder Information Page 3 of 3

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

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

Signed this _____ day of _____, 20____

Contractor

By _____

(Signature of individual, partner or officer signing the proposal.)

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

Bid Form 5: 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 6: 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 _____)
) SS: COUNTY 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

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Bid Form 6: Page 2

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

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

Bid Form 7: Factors to Be Used When Determining Lowest and Best Bid, Page 1
NOTICE

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

QUESTIONNAIRE

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

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

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

Bid Form 7: Page 2

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

Bid Form 7: 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 8: 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 **City of Canton (Owner), The Ohio Department of Transportation, and their agents** 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);

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- b. not to be subject to any of the special property damage liability 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 an additionally named insured for purposes of coverage under the subject policy.**
- f. **Include the Ohio Department of Transportation and its agents, as an additionally named insured for purposes of coverage under the subject policy.**

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

Bodily Injury \$1,000,000.00 for each person and \$1,000,000.00 each accident.
Property Damage \$1,000,000.0 for each accident

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.

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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 9: Bidder's Affidavit: Foreign Corporation

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

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

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

statutory agent is _____
(name and address)

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

Date

Signed

Title

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

Bid Form 10: Listing of Subcontractors

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

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

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

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

Bid Form 11: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing 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 the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

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

and

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

Name of Company

Signatory

Secretary

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

(Notary Public)

Bid Form 12: Certification: Auditor of the State of Ohio

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

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the
State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

_____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of

_____, 20 _____

(Notary Public)

Bid Form 13: 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 14: W9 Tax Form

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

Section VI: Project Description/Details

Project Location: 3rd St. SE over Nimishillen Creek Middle Branch:

Project Description:

Removal of a deficient bridge over the middle branch of Nimishillen Creek. The Westbound existing approach will be terminated with a cul-de-sac on existing vertical alignment. There will be intersection modification at 3rd St. SE and Riverside Dr. SE. We will have minor utility work and drainage work through the project area. A new pedestrian bridge will span the Nimishillen Creek.

Given the bridge work included with this project, in addition to all other appropriate prequalified work types, the contractor performing the bridge work must be ODOT level 2 bridge prequalified even if they are a subcontractor to the general contractor.

NEPA Items to be aware of moving forward:

Bat Tree note: No tree cutting between April 1 and September 30.

Waterway permit determination (NWP #3) is pending.

In-stream work restriction anticipated for Nimishillen from April 15 thru June 30.

Asbestos Inspection and Flood Hazard Permit are in the Plan Package.

Address the OEPA Notification of Demolition and Renovation Form is in the Invitation to Bid. Contractor is responsible to submit the appropriate forms. Submissions are electronic now and are processed thru OEPA Central Office in Columbus (no more local/regional processing).

LEE PARK PROTECTION AND ACCESS:

ACCESS TO LEE PARK WILL BE MAINTAINED USING ALTERNATE ACCESS POINTS AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION FENCING ALONG PROPOSED CONSTRUCTION LIMITS AT LEE PARK PRIOR TO THE START OF CONSTRUCTION ACTIVITIES TO PROTECT THE PARK AND THE PUBLIC. THE CONTRACTOR SHALL PROVIDE AND INSTALL APPROPRIATE SIGNAGE TO ALERT LEE PARK USERS OF CONSTRUCTION ACTIVITIES, ACCESS RESTRICTIONS OR CLOSURES, AND TO DIRECT USERS TO SECONDARY PARK ACCESS POINTS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR STAGE AND/OR STORE CONSTRUCTION EQUIPMENT AND/OR MATERIALS OUTSIDE OF THE PROPOSED CONSTRUCTION LIMITS IN PROXIMITY OF THE DEFINED BOUNDARIES OF LEE PARK.

STAGING AND/OR STORAGE OF CONSTRUCTION EQUIPMENT AND/OR MATERIALS WITHIN LEE PARK IS PROHIBITED.

THE CONTRACTOR SHALL CLOSELY COORDINATE THE CONSTRUCTION SCHEDULE WITH THE CANTON PARKS AND RECREATION DEPARTMENT, CITY OF CANTON AND ODOT.

ENDANGERED BAT HABITAT REMOVAL:

THE PROJECT IS LOCATED WITHIN THE KNOWN HABITAT RANGES OF THE FEDERALLY LISTED AND PROTECTED INDIANA BAT AND NORTHERN LONG-EARED BAT. NO TREES SHALL BE REMOVED UNDER THIS PROJECT FROM APRIL 1 THROUGH SEPTEMBER 30. ALL NECESSARY TREE REMOVAL SHALL OCCUR FROM OCTOBER 1 THROUGH MARCH 31. THIS REQUIREMENT IS NECESSARY TO AVOID AND MINIMIZE IMPACTS TO THESE SPECIES AS REQUIRED BY THE ENDANGERED SPECIES ACT. FOR THE PURPOSES OF THIS NOTE, A TREE IS DEFINED AS A LIVE, DYING, OR DEAD WOODY PLANT, WITH A TRUNK THREE INCHES OR GREATER IN DIAMETER AT A HEIGHT OF 4.5 FEET ABOVE THE GROUND SURFACE, AND WITH A MINIMUM HEIGHT OF 13 FEET.

Section VII: Project Plans/Drawings

The Project Plans/Drawings are provided under separate cover at the Purchasing Department website at (<https://cantonohio.gov/purchasing/>). The plans are also attached to this Invitation to Bid as Appendix G.

All item numbers referenced to in the Project Plans/Drawings refer to the State of Ohio Department of Transportation Construction and Material Specifications, Latest Edition. All equipment, material and workmanship shall be performed according to these contract documents and any Ohio Department of Transportation Standard Construction Drawings (SCD) referenced in the contract documents.

Section VIII: Supplemental Specifications

See plans for additional supplemental specifications.

SUPPLEMENTAL SPECIFICATIONS

(A) **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) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.
- d) Each Shop Drawing shall be labeled with the following:
 1. Project Name PID 91972, 3rd St. SE Bridge Reconstruction
 2. General Project Number (G.P. 1167)

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3. Name of Contractor
 4. Name of Subcontractor (if applicable)
 5. Name and Address of Supplier and/or Manufacturer
 6. Log Reference Number
 - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall 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 a project schedule per CMS 108.03.
4. **Release Statement for Disposal of Excavated Materials**
- a) The Contractor shall provide to the City a written consent statement from all property owners whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
 - b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City's, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.
5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.
6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone

numbers for each individual.

7. **Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.

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

SPECIAL PROVISIONS

These Special Provisions elaborate upon, clarify and amend some of the Specifications and clauses of the Contract documents; they are a part of the Contract documents and change and amend those found elsewhere only in the manner and to the extent stated.

Federal Government Participation:

An agency of the Government may be participating financially in this project. Attention is called to the various requirements of the Federal Government in connection with this contract, all of which are contained herein, and especially to those pertaining to Labor Standards and non-discrimination in employment.

Equal employment opportunity

The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

E.E.O. Requirements:

This project is governed by EEO requirements as described in Appendix B, ODOT/Federal Requirements.

Section IX: Project Utility Note

GP 1167 3rd St SE Bridge Replacement Project Utility Note:

Excusable, Non-Compensable Delays shall be in accordance with ODOT Specification 108.06 B, and shall include any delays due to utility interference within the project limits. The City will not pay compensation for utility delays.

The following utility companies or entities may have facilities in the project area:

American Electric Power (AEP)

AT&T

Dominion Energy Ohio

Charter Communications (Spectrum)

City of Canton Water

City of Canton Engineering Department (Sanitary & Storm)

See plan sheet 5 for contact information for the above utilities. The locations of the utilities shown in the project construction plans are the original locations and may not be the current locations in the field.

Utility facilities shall remain in place or be relocated within the construction limits of the project as set out below. The contractor must provide applicable notices for OUPS. All utility coordination and necessary work by the utility company or contractor are required to be in accordance with applicable construction plan notes and contract documents.

AMERICAN ELECTRIC POWER

American Electric Power has existing aerial transmission facilities on existing poles located on the left (north) side of the roadway extending from west end of the project to existing pole at approximate Station 6+89+/- Lt., crosses roadway at approximate Station 7+37+/- to existing pole at approximate Station 9+30+/- Rt. Existing aerial distribution facilities on existing poles located on the right (south) side of the roadway extending from west end of the project to existing pole at approximate Station 8+23+/- Rt., crosses the roadway to existing pole at approximate Station 8+13+/- Lt. Facilities to be removed from existing pole at approximate Station 8+13+/- Lt. Existing pole at approximate station 11+25+/- Rt. to be removed. The Contractor shall coordinate with the utility company and the City of Canton at utility facility locations within project limits for potential temporary adjustment of utility facilities and potential permanent adjustments. Existing and relocated facilities will remain in place within the construction limits. The Contractor shall coordinate with the utility company and the City of Canton at utility facility locations in close proximity to excavation and trenching for proper procedure to hold/secure/maintain existing utility facility locations that will remain. The contractor shall exercise extreme caution when working in proximity to the existing utility facilities. The contact person is Michael Allman at 330-438-7739.

AT&T

AT&T has existing aerial facilities on the left (north) side of the roadway extending from the west end of the project to the east end of the project. Existing pole at approximate Stations 5+85+/- left will be relocated and existing poles at approximate Stations 8+13+/- left and 9+20+/- left will be removed.

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Facilities on left (north) side of roadway to be removed. New pole to be placed at approximate Station 11+10+/- Lt. Existing and relocated facilities will remain in place within the construction limits. The Contractor shall coordinate with the utility company and the City of Canton at utility facility locations within project limits for potential temporary adjustment of utility facilities and potential permanent adjustments. The Contractor shall coordinate with the utility company and the City of Canton at utility facility locations in close proximity to excavation and trenching for proper procedure to hold/secure/maintain existing utility facility locations that will remain. All existing utility locations shall be verified prior to construction with actual field locations obtained through the Ohio Utility Protection Service. The contractor shall exercise extreme caution when working in proximity to the existing utility facilities. The contact person is Cindy Zuchegno 330-384-3561.

DOMINION ENERGY OHIO

Dominion Energy Ohio has existing 4 inch underground distribution facilities on the right (south) side of the roadway, extending from west of the project to approximate Station 7+75+/-, crosses roadway to left (north) side then extending to approximate Station 9+50+/- . Existing 4” facility attached to the left (north) side of existing bridge structure is abandoned and can be removed/disposed of by the Contractor. Existing 12 inch facility on the right (south) side of the roadway extending from west of project to east of project, 12 inch facility to be relocated from approximate Station 9+08+/- Rt. to approximate Station 10+80+/- Rt. Beginning July 1, 2019, Dominion Energy Ohio (DEO) will begin removal and replacement of the existing 12” facility. This work shall be completed by July 31, 2019. The Contractor will yield to DEO over the project site until DEO is clear of the work area. All existing gas main and gas service locations shall be verified prior to construction with actual field locations obtained through the Ohio Utility Protection Service. The contractor shall exercise extreme caution when working in proximity to the existing gas utility facilities. The contact person is Kevin Birt at 330-664-2409.

CHARTER COMMUNICATIONS (SPECTRUM)

Charter Communications has existing aerial facilities attached to American Electric Power poles on the right (south) side of the roadway. No work is anticipated. The Contractor shall coordinate with the utility company and the City of Canton at utility facility locations within project limits for potential temporary adjustment of utility facilities and potential permanent adjustments. The contractor shall exercise extreme caution when working in proximity to the existing utility facilities. The contact person is Mike Meyer at 330-633-9203.

CITY OF CANTON – Waterline

The City of Canton has existing 4 inch waterline facility within the left (north) side of roadway extending from west of the project to east of the project. The existing 4 inch facility attached to the left (north) side of the existing bridge structure is abandoned and can be removed/disposed of by the Contractor. Existing waterline facilities will remain in place within the construction limits except adjustments to waterline locations and water work appurtenances will be required during construction by the Contractor in the construction plans. The Contractor shall have waterline locations verified prior to construction with actual field locations obtained through the Ohio Utility Protection Service. The contractor shall exercise extreme caution when working in proximity to the existing waterline facilities. The contact person is Lewi Miller at 330-489-3310.

CITY OF CANTON – Sanitary Sewer

The City of Canton has existing 18” sanitary sewer facility on the left (north) side of the roadway, extending from west of the project, flowing west to east, to approximate Station 10+57+/- left (north) at the intersection of the existing 60 inch sanitary facility. The existing sanitary facility is shallow and concrete-encased under stream. The existing 60 inch sanitary facility crosses the roadway at approximate Station 10+80+/-, and flows from the northwest to the southeast. The city has an existing 8” sanitary sewer in the middle of the roadway extending from the west of the project to approximate Station 9+28+/-, and flow from east to west. The facilities will remain in place within the construction limits except adjustments required during construction by the Contractor in the construction plans. The Contractor shall have sanitary sewer locations verified prior to construction with actual field locations obtained through the Ohio Utility Protection Service. The contractor shall exercise extreme caution when working in proximity to the existing sanitary sewers. The contact person is the City Engineer Dan Moeglin at 330-489-3381.

CITY OF CANTON – Storm Sewer

The City of Canton has existing 18” storm sewer facility on the right (south) side of the roadway, extending from approximate Station 7+25+/- right (south) to its outlet on the west bank of the creek at approximate Station 9+53+/- right. The City has an existing 24” storm sewer facility from its outlet on the east bank of the creek at approximate Station 10+47+/- right (south) to storm facilities in the intersection of 3rd St. SE and Warner Rd SE at approximate Station 11+38+/- right (south) and left (north). The facilities will remain in place within the construction limits except removals, installations, and adjustments required during construction by the Contractor in the construction plans. The Contractor shall have storm sewer locations verified prior to construction with actual field locations obtained through the Ohio Utility Protection Service. The contractor shall exercise extreme caution when working in proximity to the existing storm sewers. The contact person is the City Engineer Dan Moeglin at 330-489-3381.

Section X: 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

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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 XI: Construction 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.

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• **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.

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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

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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.

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Section XII: Signature and Proposal Pages

Signature Page

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167

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 **PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

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

The bidder hereby certifies that the undersigned is the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein.

The bidder herewith encloses a _____ **(BID BOND, CERTIFIED/CASHIER'S CHECK)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract for the work included in the proposal, will enter into contract therefore, with sureties satisfactory to the Director of Public Service, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City, as liquidated damages of the failure on the bidder's part to do said contract within the specified time.

The bidder acknowledges receipt of Addenda Numbers: _____.

SIGNATURE OF BIDDER: _____.

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

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Proposal Pages
PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167

We (I), the below 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.

PID 91972 - 3rd St. SE Bridge - GP 1167

| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|----------------|------|-------|-----------------------------|------------------|------|--------------------|-----------------------|------------------------|
| ROADWAY | | | | | | | | |
| 1 | 201 | 11000 | CLEARING AND GRUBBING | 1.000 | LS | | | |
| 2 | 202 | 23000 | PAVEMENT REMOVED | 1081.000 | SY | | | |
| 3 | 202 | 30000 | WALK REMOVED | 2397.000 | SF | | | |
| 4 | 202 | 32000 | CURB REMOVED | 654.000 | FT | | | |
| 5 | 202 | 35100 | PIPE REMOVED, 24" AND UNDER | 27.000 | FT | | | |
| 6 | 202 | 58100 | CATCH BASIN REMOVED | 5.000 | EACH | | | |

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| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|------------|-------------|-------------|---|--------------------------|-------------|----------------------------|-------------------------------|--------------------------------|
| 7 | 202 | 70110 | SPECIAL - PIPE CLEANOUT, 24" AND UNDER | 266.000 | FT | | | |
| 8 | 202 | 75000 | FENCE REMOVED | 82.000 | FT | | | |
| 9 | 203 | 10000 | EXCAVATION | 500.000 | CY | | | |
| 10 | 203 | 20000 | EMBANKMENT | 288.000 | CY | | | |
| 11 | 204 | 10000 | SUBGRADE COMPACTION | 1402.000 | SY | | | |
| 12 | 204 | 13000 | EXCAVATION OF SUBGRADE | 50.000 | CY | | | |
| 13 | 204 | 30010 | GRANULAR MATERIAL, TYPE B | 50.000 | CY | | | |
| 14 | 204 | 50000 | GEOTEXTILE FABRIC | 100.000 | SY | | | |
| 15 | 606 | 15050 | GUARDRAIL, TYPE MGS | 6.250 | FT | | | |
| 16 | 606 | 26550 | ANCHOR ASSEMBLY, MGS TYPE T | 2.000 | EACH | | | |
| 17 | 607 | 20000 | FENCE, TYPE CL | 74.000 | FT | | | |
| 18 | 607 | 98000 | FENCE, MISC.: DECORATIVE FENCE (GROUND MOUNTED) | 11.000 | FT | | | |

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| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|------------------------|------|-------|-----------------------------------|------------------|------|--------------------|-----------------------|------------------------|
| 19 | 608 | 10000 | 4" CONCRETE WALK | 3777.000 | SF | | | |
| 20 | 608 | 52001 | CURB RAMP | 889.000 | SF | | | |
| 21 | 623 | 39500 | MONUMENT BOX ADJUSTED TO GRADE | 1.000 | EACH | | | |
| 22 | 690 | 98000 | SPECIAL-BOLLARD, FLEXIBLE | 2.000 | EACH | | | |
| EROSION CONTROL | | | | | | | | |
| 23 | 659 | 00100 | SOIL ANALYSIS TEST | 2.000 | EACH | | | |
| 24 | 659 | 00300 | TOPSOIL | 167.000 | CY | | | |
| 25 | 659 | 10000 | SEEDING AND MULCHING | 1267.000 | SY | | | |
| 26 | 659 | 14000 | REPAIR SEEDING AND MULCHING | 64.000 | SY | | | |
| 27 | 659 | 20000 | COMMERCIAL FERTILIZER | 0.200 | TON | | | |
| 28 | 659 | 31000 | LIME | 0.310 | ACRE | | | |

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| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|-----------------|------|-------|-------------------------------------|------------------|------|--------------------|-----------------------|------------------------|
| 29 | 659 | 35000 | WATER | 7.000 | MGAL | | | |
| 30 | 832 | 30000 | EROSION CONTROL | 5000.000 | EACH | | | |
| DRAINAGE | | | | | | | | |
| 31 | 605 | 13300 | 6" UNCLASSIFIED PIPE UNDERDRAINS | 25.000 | FT | | | |
| 32 | 611 | 01500 | 6" CONDUIT, TYPE F | 25.000 | FT | | | |
| 33 | 611 | 04400 | 12" CONDUIT, TYPE B | 54.000 | FT | | | |
| 34 | 611 | 04600 | 12" CONDUIT, TYPE C | 64.000 | FT | | | |
| 35 | 611 | 05900 | 15" CONDUIT, TYPE B | 17.000 | FT | | | |
| 36 | 611 | 98150 | CATCH BASIN, NO. 3 | 2.000 | EACH | | | |
| 37 | 611 | 98310 | CATCH BASIN, NO. 5 WITH B GRATE | 2.000 | EACH | | | |
| 38 | 611 | 98370 | CATCH BASIN, NO. 6 | 1.000 | EACH | | | |
| 39 | 611 | 98470 | CATCH BASIN, NO. 2-2B | 2.000 | EACH | | | |

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167
Engineering Department

| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|-----------------|------|-------|---|------------------|------|--------------------|-----------------------|------------------------|
| 40 | 611 | 98654 | MANHOLE ADJUSTED TO GRADE | 2.000 | EACH | | | |
| 41 | 611 | 99661 | MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN | 1.000 | EACH | | | |
| 42 | 611 | 99820 | SPECIAL - MISCELLANEOUS METAL | 2000.000 | LB | | | |
| PAVEMENT | | | | | | | | |
| 43 | 253 | 01000 | PAVEMENT REPAIR, AS PER PLAN | 200.000 | SY | | | |
| 44 | 254 | 01000 | PAVEMENT PLANING, ASPHALT CONCRETE | 142.000 | SY | | | |
| 45 | 304 | 20000 | AGGREGATE BASE | 321.000 | CY | | | |
| 46 | 407 | 10000 | TACK COAT | 21.000 | GAL | | | |
| 47 | 441 | 50000 | ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 | 5.000 | CY | | | |
| 48 | 441 | 50201 | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), AS PER PLAN, PG64-22 | 5.000 | CY | | | |
| 49 | 441 | 50300 | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22 | 7.000 | CY | | | |
| 50 | 452 | 10011 | 6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1, AS PER PLAN | 79.000 | SY | | | |

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167
Engineering Department

| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|------------------------|------|-------|---|------------------|------|--------------------|-----------------------|------------------------|
| 51 | 452 | 12011 | 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1, AS PER PLAN | 1218.000 | SY | | | |
| 52 | 609 | 14000 | CURB, TYPE 2-A | 402.000 | FT | | | |
| 53 | 609 | 26001 | CURB, TYPE 6, AS PER PLAN | 207.000 | FT | | | |
| 54 | 609 | 54000 | 6" CONCRETE TRAFFIC ISLAND | 78.000 | SY | | | |
| UTILITIES | | | | | | | | |
| 55 | 638 | 10800 | VALVE BOX ADJUSTED TO GRADE | 3.000 | EACH | | | |
| TRAFFIC CONTROL | | | | | | | | |
| 56 | 626 | 00110 | BARRIER REFLECTOR, TYPE 2 | 3.000 | EACH | | | |
| 57 | 630 | 02100 | GROUND MOUNTED SUPPORT, NO. 2 POST | 164.200 | FT | | | |
| 58 | 630 | 03100 | GROUND MOUNTED SUPPORT, NO. 3 POST | 55.100 | FT | | | |
| 59 | 630 | 04100 | GROUND MOUNTED SUPPORT, NO. 4 POST | 16.100 | FT | | | |
| 60 | 630 | 08600 | SIGN POST REFLECTOR | 5.000 | EACH | | | |

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167
Engineering Department

| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|---|------|-------|--|------------------|------|--------------------|-----------------------|------------------------|
| 61 | 630 | 80100 | SIGN, FLAT SHEET | 79.000 | SF | | | |
| 62 | 630 | 84900 | REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL | 8.000 | EACH | | | |
| 63 | 630 | 85100 | REMOVAL OF GROUND MOUNTED SIGN AND REERECTION | 4.000 | EACH | | | |
| 64 | 630 | 86002 | REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL | 7.000 | EACH | | | |
| 65 | 630 | 87500 | REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL | 4.000 | EACH | | | |
| 66 | 644 | 00100 | EDGE LINE, 4" | 0.030 | MILE | | | |
| 67 | 644 | 00300 | CENTER LINE | 0.050 | MILE | | | |
| 68 | 644 | 00600 | CROSSWALK LINE | 259.000 | FT | | | |
| 69 | 644 | 01300 | LANE ARROW | 1.000 | EACH | | | |
| 70 | 644 | 20800 | YIELD LINE | 17.000 | FT | | | |
| STRUCTURE - SINGLE SPAN PREFABRICATTED | | | | | | | | |
| 71 | 202 | 11200 | PORTIONS OF STRUCTURE REMOVED | 1.000 | LS | | | |

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167
Engineering Department

| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|-------------------------------|------|-------|---|------------------|------|--------------------|-----------------------|------------------------|
| 72 | 202 | 22900 | APPROACH SLAB REMOVED | 84.000 | SY | | | |
| 73 | 202 | 23500 | WEARING COURSE REMOVED | 344.000 | SY | | | |
| 74 | 503 | 21300 | UNCLASSIFIED EXCAVATION | 1.000 | LS | | | |
| 75 | 509 | 10000 | EPOXY COATED REINFORCING STEEL | 1999.000 | LB | | | |
| 76 | 510 | 10000 | DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT | 122.000 | EA | | | |
| 77 | 511 | 45711 | CLASS QC1 CONCRETE, ABUTMENT, AS PER PLAN | 15.000 | CY | | | |
| 78 | 513 | 10121 | STRUCTUAL STEEL MEMBERS, LEVEL 6, AS PER PLAN(PREFABRICATED TRUSS, 98 FEET SPAN) | 1.000 | LS | | | |
| 79 | 518 | 21200 | POROUS BACKFILL WITH GEOTEXTILE FABRIC | 29.000 | CY | | | |
| 80 | 607 | 98000 | FENC, MISC.: DECORATIVE FENC (ABUTMENT MOUNTED) | 61.000 | FT | | | |
| MAINTENANCE OR TRAFFIC | | | | | | | | |
| 81 | 410 | 12000 | TRAFFIC COMPACTED SURFACE, TYPE A OR B | 25.000 | CY | | | |

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167
Engineering Department

| REF | ITEM | EXT. | DESCRIPTION | Est. Quantity | Unit | Labor Unit Cost | Material Unit Cost | Total Cost of Items |
|--------------------|------|-------|--|------------------|------|--------------------|----------------------------------|------------------------|
| 82 | 614 | 11110 | LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE | 16.000 | HOUR | | | |
| 83 | 614 | 12420 | DETOUR SIGNING | 1.000 | LS | | | |
| 84 | 614 | 13000 | ASPHALT CONCRETE FOR MAINTAINING FTRAFFIC | 25.000 | CY | | | |
| 85 | 616 | 10000 | WATER | 10.000 | MGAL | | | |
| INCIDENTALS | | | | | | | | |
| 86 | 103 | 05000 | PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND | 1.000 | LS | | | |
| 87 | 614 | 11000 | MAINTAINING TRAFFIC | 1.000 | LS | | | |
| 88 | 623 | 10000 | CONSTRUCTION LAYOUT STAKES AND SURVEYING | 1.000 | LS | | | |
| 89 | 624 | 10000 | MOBILIZATION | 1.000 | LS | | | |
| | | | | | | | PROJECT BID TOTAL | |

PID 91972 – 3rd St. SE Bridge Reconstruction Project – GP 1167
Engineering Department

Total Base Bid Price in Figures _____

Total Base Bid Price in Words _____

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

Appendix A: 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 **actual payroll dates** 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 1st 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 each contractor/subcontractor has completed their work on the job site they're 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.

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

_____ 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)

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

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Day Pay Period Starts: _____

Day Pay Period Ends: _____

Day that Workers are Paid: _____

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

Contractor Signature

Date

Company Name & Address

Example

PAYROLL DATES PREVAILING WAGE LAW

Example

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

Donald P. Albrecht Inc. will begin performance under contract on
(Name of Contractor)

the Mahoning Road Economic Development project on 9/24/12
(Name of Project and Location) (Start Date)

and will conclude work on said project on 10/26/12
(Ending Date, If Known)

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

| | | |
|-----------------|-----------------|-----------------|
| <u>9/29/12</u> | <u>10/5/12</u> | <u>10/12/12</u> |
| <u>10/19/12</u> | <u>10/26/12</u> | <u>11/2/12</u> |
| <u>11/9/12</u> | | |

Day Pay Period Starts: Sunday
Day Pay Period Ends: Saturday
Day that Workers are Paid: Friday

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

| | | |
|-----------------------------|--------------------------------|----------------|
| <u>Contractor Signature</u> | <u>Donald P. Albrecht Inc.</u> | <u>9/19/12</u> |
| | | Date |
| | <u>1025 Brook Ave. N.W.</u> | |
| | <u>Massillon, Ohio 44646</u> | |
| | Company Name & Address | |

LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

FEDERAL I.D.# _____

GENTLEMEN:

RE: _____
(Project Name) (Project Number)

_____ Canton, Ohio 447
(Address)

_____ hereby authorizes
(Company Officer/ Owner – Title)

_____ as the person to
complete and sign all certified payroll forms for the above project.

BY: _____
(Print Name)

(Signature)

(Title)

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

Seal :

Notary Public

PREVAILING WAGE NOTIFICATION to EMPLOYEE

| | |
|---|-------------|
| Project Name: | Job Number: |
| Contractor: | |
| Project Location | |
| Jobsite posting of Prevailing Wage rates located: | |

| Prevailing Wage Coordinator | Employee |
|------------------------------|------------|
| Name: | Name: |
| Street: 218 Cleveland Ave SW | Street: |
| City: Canton | City: |
| State/Zip: Ohio 44702 | State/Zip: |
| Phone: | Phone: |

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

| Classification <small>Be Specific: Laborer I (II, III) Operating Engineer I (II, III)</small> | Prevailing Wage Rate Total Package | Minus your fringe benefits | Your hourly base rate |
|--|---------------------------------------|-------------------------------|--------------------------|
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Hourly fringe benefits paid on your behalf by this Company:

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

| | |
|--------------------------|-------|
| Contractor's Signature : | Date: |
| Employee's Signature : | Date: |

FRINGE BENEFITS

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

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

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

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

HEALTH & WELFARE PLAN:

ADDRESS:

PENSION PLAN:

ADDRESS:

APPRENTICESHIP PROGRAM:

YOUR COMPANY IS:

_____ UNION

_____ NON-UNION

YOUR COMPANY PAYS ALL EMPLOYEES:

_____ WEEKLY

_____ BI-WEEKLY

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

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

PROJECT NAME: _____

PAYROLL

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

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

OMB No.: 1235-0008
Expires: 01/31/2015

Rev. Dec. 2008

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | (4) DAY AND DATE | | | | | | | (5) | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
|--|--|-----------------------------------|-----------------------|----|--|--|--|--|--|-----|-----------------------|----------------------------------|-------------------|------|-------------------------|-------|---------------------|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | TOTAL HOURS | FICA | WITH- HOLDING TAX | OTHER | TOTAL DEDUCTIONS | |
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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, 5.3(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." 29 C.F.R. § 5.5(a)(3)(ii) requires contractors to submit weekly a copy of all payrolls to the Federal agency contracting for 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.

Public Burden Statement

We estimate that it 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 any comments regarding these estimates or any 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 S3302, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the
_____ (Building or Work) _____ that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,
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

_____ (Contractor or Subcontractor) _____ from the full
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(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 determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship 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, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — 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
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
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REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

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-347 has 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

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 cursor 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®.

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Affidavit of Compliance

PREVAILING WAGES

I, _____
(Name of Person Signing Affidavit / Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project Name and Location)

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

compliance with prevailing wage requirements of the contract between

_____ and the City of Canton, Ohio.

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

(Signature of Officer or Agent)

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

(Notary Public)

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

General Decision Number: OH190001 04/05/2019 OH1

Superseded General Decision Number: OH20180002

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/04/2019 |
| 1 | 01/25/2019 |
| 2 | 02/15/2019 |
| 3 | 03/01/2019 |
| 4 | 04/05/2019 |

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 |
| ----- | | |
| BROH0001-004 06/01/2017 | | |

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CEMENT MASON/CONCRETE FINISHER...\$ 28.65 14.55

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

BROH0005-003 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; &

STONEMASONS.....\$ 28.65 14.55

SANDBLASTERS.....\$ 34.45 14.18

SEWER BRICKLAYERS & STACK

BUILDERS.....\$ 34.70 14.18

SWING SCAFFOLDS.....\$ 34.95 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

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 | 14.55 |

 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 | 14.55 |

 BROH0016-002 06/01/2017

ASHTABULA, GEAUGA, and LAKE COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 28.65 | 14.55 |

 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 | 14.55 |
|-----------------------------|----------|-------|

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 | 14.55 |

BROH0032-001 06/01/2017

GALLIA & MEIGS

| | | |
|-----------------------------|----------|---------|
| | Rates | Fringes |
| Bricklayer, Stonemason..... | \$ 28.65 | 14.55 |

BROH0035-002 06/01/2017

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

| | | |
|-----------------------------|----------|---------|
| | Rates | Fringes |
| Bricklayer, Stonemason..... | \$ 28.65 | 14.55 |

BROH0039-002 06/01/2017

ADAMS & SCIOTO

| | | |
|-----------------------------|----------|---------|
| | Rates | Fringes |
| Bricklayer, Stonemason..... | \$ 28.65 | 14.55 |

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 | 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.

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 | 14.55 |

BROH0052-003 06/01/2017

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 28.65 | 14.55 |

BROH0055-003 06/01/2017

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION 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 & WAYNE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 25.98 | 15.98 |

CARP0069-006 05/01/2017

COSHOCOTON, HOLMES, KNOX & MORROW

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 24.04 | 15.29 |

CARP0171-002 05/01/2017

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 26.58 | 17.73 |

CARP0200-002 05/01/2017

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON
COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| CARPENTER..... | \$ 29.07 | 16.22 |
| Diver..... | \$ 39.41 | 10.40 |
| PILEDRIVERMAN..... | \$ 29.07 | 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 & LAKE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 32.40 | 16.97 |

CARP0372-002 05/01/2016

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

| | 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 & RICHLAND

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 25.27 | 15.53 |

CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &
WARREN

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 29.34 | 15.95 |
| Diver..... | \$ 40.58 | 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 | 18.84 |
| 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..... | \$ 25.56 | 16.95 |

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 37.34 | 16.07 |
| Piledrivermen; Diver, Dry..... | \$ 24.89 | 16.07 |

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Diver, Wet..... | \$ 40.65 | 17.62 |
| Piledrivermen; Diver, Dry..... | \$ 27.10 | 17.62 |

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

| | Rates | Fringes |
|--------------------|----------|---------|
| PILEDRIVERMAN..... | \$ 31.74 | 16.41 |

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 23.71 | 13.28 |

ELEC0008-002 05/29/2017

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

| | Rates | Fringes |
|--------------------|----------|------------|
| CABLE SPLICER..... | \$ 38.98 | 18.96 |
| ELECTRICIAN..... | \$ 37.49 | 4.5%+19.63 |

ELEC0032-003 12/01/2018

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.72 | 18.10 |

ELEC0038-002 04/30/2018

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

| | Rates | Fringes |
|--|----------|-----------|
| ELECTRICIAN Excluding Sound & Communications Work..... | \$ 38.13 | 20.66+a+b |

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 04/30/2018

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

| | Rates | Fringes |
|-------------------------------------|----------|----------|
| Sound & Communication Technician | | |
| Communications Technician... | \$ 26.55 | 3%+11.12 |
| Installer Technician..... | \$ 25.30 | 3%+11.12 |

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

ELEC0064-003 11/26/2018COLUMBIANA (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..... | \$ 33.67 | 15.28 |

ELEC0071-001 01/02/2017ASHLAND, 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

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

ELEC0071-004 01/02/2017AUGLAIZE, 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... | \$ 31.99 | 13.50 |
| Municipal Power/Transit Projects..... | \$ 38.21 | 12.05 |
| LINE CONSTRUCTION: Groundman DOT/Traffic Signal & | | |

| | | |
|---|----------|-------|
| Highway Lighting Projects... | \$ 24.82 | 11.70 |
| Municipal Power/Transit Projects..... | \$ 29.67 | 12.92 |
| LINE CONSTRUCTION: | | |
| Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects... | \$ 35.57 | 14.40 |
| Municipal Power/Transit 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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 32.24 | 12.65 |
| Groundman..... | \$ 23.28 | 10.68 |
| Lineman & Cable Splicers.... | \$ 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 12/03/2018

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 30.15 | 19.26 |
| ----- | | |
| ELEC0082-006 11/26/2018 | | |

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

| | Rates | Fringes |
|-------------------------------------|----------|---------|
| Sound & Communication Technician | | |
| Cable Puller..... | \$ 12.18 | 3.85 |
| Installer/Technician..... | \$ 24.35 | 11.29 |
| ----- | | |
| ELEC0129-003 02/26/2018 | | |

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.35 | 17.27 |
| ----- | | |
| ELEC0129-004 02/26/2018 | | |

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.35 | 17.27 |
| ----- | | |
| ELEC0141-003 09/01/2018 | | |

BELMONT COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| CABLE SPLICER..... | \$ 33.60 | 25.61 |
| ELECTRICIAN..... | \$ 30.01 | 25.61 |
| ----- | | |
| ELEC0212-003 11/26/2018 | | |

BROWN, CLERMONT & HAMILTON

| | Rates | Fringes |
|--|----------|---------|
| Sound & Communication Technician..... | \$ 24.35 | 10.99 |
| ----- | | |
| ELEC0212-005 06/04/2018 | | |

BROWN, CLERMONT, and HAMILTON COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 28.39 | 18.98 |

ELEC0245-001 08/27/2018

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

| | Rates | Fringes |
|-----------------------------|----------|------------|
| Line Construction | | |
| Equipment Operator..... | \$ 31.59 | 25.2%+5.75 |
| Groundman Truck Driver..... | \$ 17.28 | 25.2%+5.75 |
| Lineman..... | \$ 39.49 | 25.2%+5.75 |

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

ELEC0245-003 01/01/2019

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

| | Rates | Fringes |
|-----------------------------|----------|------------|
| Line Construction | | |
| Cable Splicer..... | \$ 45.17 | 25.2%+6.00 |
| Groundman/Truck Driver..... | \$ 17.19 | 25.2%+6.00 |
| Heli-arc Welding..... | \$ 39.58 | 25.2%+6.00 |
| Lineman..... | \$ 39.28 | 25.2%+6.00 |
| Operator - Class 1..... | \$ 31.42 | 25.2%+6.00 |
| Operator - Class 2..... | \$ 27.50 | 25.2%+6.00 |
| Traffic Signal & Lighting | | |
| Technician..... | \$ 35.35 | 25.2%+6.00 |

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 01/01/2019

ERIE COUNTY

| | Rates | Fringes |
|-----------------------------|----------|------------|
| Line Construction | | |
| Cable Splicer..... | \$ 45.17 | 25.2%+6.00 |
| Groundman/Truck Driver..... | \$ 17.19 | 25.2%+6.00 |
| Lineman..... | \$ 39.28 | 25.2%+6.00 |
| Operator - Class 1..... | \$ 31.42 | 25.2%+6.00 |
| Operator - Class 2..... | \$ 27.50 | 25.2%+6.00 |

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 10/29/2018

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.00 | 84%+a |

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

ELEC0306-005 05/28/2018

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 SPICER..... | \$ 36.87 | 16.56 |
| ELECTRICIAN..... | \$ 34.54 | 5%+18.06 |

ELEC0317-002 06/01/2018

GALLIA & LAWRENCE

| | Rates | Fringes |
|-------------------|----------|---------|
| CABLE SPICER..... | \$ 32.68 | 18.13 |
| ELECTRICIAN..... | \$ 33.75 | 25.03 |

ELEC0540-005 01/01/2019

CARROLL (Northern half, including Fox, Harrison, Rose &
Washington Townships), 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..... | \$ 32.55 | 23.58 |

ELEC0573-003 11/26/2018

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..... | \$ 33.35 | 18.73 |
|------------------|----------|-------|

ELEC0575-001 12/31/2018

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..... | \$ 32.75 | 16.81 |

ELEC0648-001 09/03/2018

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

| | | |
|--------------------|----------|---------|
| | Rates | Fringes |
| CABLE SPLICER..... | \$ 30.50 | 18.23 |
| ELECTRICIAN..... | \$ 30.00 | 18.70 |

ELEC0673-004 01/01/2019

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..... | \$ 33.31 | 20.96 |
| ELECTRICIAN..... | \$ 33.03 | 20.95 |

ELEC0683-002 05/28/2018

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..... | \$ 33.85 | 19.44 |
| ELECTRICIAN..... | \$ 32.85 | 19.41 |

ELEC0688-003 05/28/2018

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 29.35 | 17.99 |
| ----- | | |
| ELEC0972-002 06/01/2017 | | |

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| CABLE SPLICER..... | \$ 33.06 | 24.55 |
| ELECTRICIAN..... | \$ 32.81 | 24.54 |
| ----- | | |
| ELEC1105-001 05/28/2018 | | |

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..... | \$ 30.95 | 17.96 |
| ----- | | |
| ENGI0018-003 05/01/2018 | | |

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

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 37.63 | 14.81 |
| GROUP 2..... | \$ 37.53 | 14.81 |
| GROUP 3..... | \$ 36.49 | 14.81 |
| GROUP 4..... | \$ 35.27 | 14.81 |
| GROUP 5..... | \$ 29.98 | 14.81 |
| GROUP 6..... | \$ 37.88 | 14.81 |
| GROUP 7..... | \$ 37.88 | 14.81 |

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 masonry; 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.

ENGI0018-004 05/01/2018

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..... | \$ 36.14 | 14.81 |
| GROUP 2..... | \$ 36.02 | 14.81 |
| GROUP 3..... | \$ 34.98 | 14.81 |
| GROUP 4..... | \$ 33.80 | 14.81 |
| GROUP 5..... | \$ 28.34 | 14.81 |
| GROUP 6..... | \$ 36.39 | 14.81 |
| GROUP 7..... | \$ 36.39 | 14.81 |

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 (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; 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); Fork Lift; Form Trencher; Hydro Hammer expect masonry; 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.....\$ 39.23 | 19.66 | |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 2 - A & B.....\$ 38.90 | 19.66 | |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 3 - A & B.....\$ 34.64 | 19.66 | |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 4 - A & B.....\$ 30.70 | 19.66 | |
| ASBESTOS; HAZARDOUS/TOXIC | | |
| WASTE PROJECTS | | |
| GROUP 5 - A & B.....\$ 27.30 | 19.66 | |
| HAZARDOUS/TOXIC WASTE | | |
| PROJECTS | | |
| GROUP 1 - C & D.....\$ 35.96 | 19.66 | |
| HAZARDOUS/TOXIC WASTE | | |
| PROJECTS | | |
| GROUP 2 - C & D.....\$ 35.66 | 19.66 | |
| HAZARDOUS/TOXIC WASTE | | |
| PROJECTS | | |
| GROUP 3 - C & D.....\$ 31.76 | 19.66 | |
| HAZARDOUS/TOXIC WASTE | | |
| PROJECTS | | |
| GROUP 4 - C & D.....\$ 28.14 | 19.66 | |
| HAZARDOUS/TOXIC WASTE | | |
| PROJECTS | | |
| GROUP 5 - C & D.....\$ 25.03 | 19.66 | |
| ALL OTHER WORK | | |
| GROUP 1.....\$ 32.69 | 19.66 | |
| ALL OTHER WORK | | |
| GROUP 2.....\$ 32.42 | 19.66 | |
| ALL OTHER WORK | | |
| GROUP 3.....\$ 28.87 | 19.66 | |
| ALL OTHER WORK | | |
| GROUP 4.....\$ 25.58 | 19.66 | |
| ALL OTHER WORK | | |
| GROUP 5.....\$ 22.75 | 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 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 05/01/2018

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 |
|--|----------|---------|
| IRONWORKER | | |
| Ornamental, Reinforcing, & Structural..... | \$ 34.33 | 21.87 |

IRON0017-010 05/01/2018

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 |
|--|----------|---------|
| IRONWORKER | | |
| Structural, including metal building erection & Reinforcing..... | \$ 34.33 | 21.87 |

IRON0044-001 06/01/2018

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.. | \$ 28.67 | 21.20 |
| Up to & including 30-mile radius of Hamilton County Courthouse..... | \$ 27.60 | 20.70 |

IRON0044-002 06/01/2018

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)

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 26.76 | 21.20 |
| Ornamental; Structural..... | \$ 28.17 | 21.20 |
| ----- | | |
| IRON0055-003 07/01/2018 | | |

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..... | \$ 21.30 | 20.92 |
| Flat Road Mesh..... | \$ 29.77 | 21.30 |
| Tunnels & Caissons Under Pressure..... | \$ 29.77 | 21.30 |
| All Other Work..... | \$ 30.13 | 23.25 |
| ----- | | |
| 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 06/01/2018 | | |

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth),
COSHOCOTON (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..... | \$ 29.00 | 20.93 |
| ----- | | |
| IRON0207-004 06/01/2018 | | |

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..... | \$ 29.92 | 25.61 |
| Ornamental; Reinforcing; | | |
| Structural..... | \$ 28.06 | 24.70 |
| Ornamental; Reinforcing..... | \$ 28.92 | 25.61 |
| ----- | | |
| IRON0290-002 06/01/2018 | | |

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrown & 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..... | \$ 28.25 | 22.13 |
| ----- | | |
| IRON0549-003 12/01/2018 | | |

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 | 20.81 |
| ----- | | |
| IRON0550-004 05/01/2018 | | |

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, Ornamental and Reinforcing..... | \$ 27.60 | 19.61 |
| ----- | | |
| IRON0769-004 06/01/2018 | | |

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 31.67 | 25.27 |
| ----- | | |
| IRON0787-003 12/01/2017 | | |

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 29.68 | 21.55 |
| ----- | | |
| LABO0265-008 05/01/2018 | | |

| | Rates | Fringes |
|---|----------|---------|
| LABORER | | |
| ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES | | |
| GROUP 1..... | \$ 31.05 | 10.95 |
| GROUP 2..... | \$ 31.22 | 10.95 |
| GROUP 3..... | \$ 31.55 | 10.95 |
| GROUP 4..... | \$ 32.00 | 10.95 |
| CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING 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 05/01/2018

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

16.16

GROUP 2.....\$ 28.30

16.16

GROUP 3.....\$ 28.60

16.16

GROUP 4.....\$ 34.16

16.16

COMMERCIAL REPAINT

GROUP 1.....\$ 26.40

16.16

| | | |
|--------------|----------|-------|
| GROUP 2..... | \$ 26.80 | 16.16 |
| GROUP 3..... | \$ 27.10 | 16.16 |

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 07/01/2018

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

| | Rates | Fringes |
|---------------------|----------|---------|
| PAINTER | | |
| NEW COMMERCIAL WORK | | |
| GROUP 1..... | \$ 25.89 | 17.09 |
| GROUP 2..... | \$ 26.89 | 17.09 |
| GROUP 3..... | \$ 26.89 | 17.09 |
| GROUP 4..... | \$ 26.89 | 17.09 |
| GROUP 5..... | \$ 26.89 | 17.09 |
| GROUP 6..... | \$ 26.89 | 17.09 |
| GROUP 7..... | \$ 26.89 | 17.09 |
| GROUP 8..... | \$ 26.89 | 17.09 |
| GROUP 9..... | \$ 26.89 | 17.09 |

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 05/01/2018

BUTLER COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 21.95 | 9.74 |
| GROUP 2..... | \$ 24.61 | 9.74 |
| GROUP 3..... | \$ 25.11 | 9.74 |
| GROUP 4..... | \$ 25.36 | 9.74 |
| GROUP 5..... | \$ 25.61 | 9.74 |

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 05/01/2018

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| HEAVY & HIGHWAY BRIDGES- | | |
| GUARDRAILS-LIGHTPOLES- | | |
| STRIPING | | |
| Bridge Equipment Tender and Containment Builder.... | \$ 21.95 | 9.74 |
| Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects..... | \$ 25.61 | 9.74 |
| Brush & Roller..... | \$ 24.61 | 9.74 |
| Sandblasting & Hopper Tender; Water Blasting..... | \$ 25.36 | 9.74 |
| Spray..... | \$ 25.11 | 9.74 |

PAIN0093-001 12/01/2018

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

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridges; Locks; Dams; Tension Towers; & Energized Substations..... | \$ 34.04 | 18.50 |
| Power Generating Facilities.. | \$ 30.89 | 18.50 |

PAIN0249-002 05/01/2018

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| GROUP 1 - Brush & Roller.... | \$ 23.29 | 11.38 |
| GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes..... | \$ 23.29 | 11.38 |
| GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement..... | \$ 24.04 | 11.38 |
| GROUP 4 - Steeplejack Work.. | \$ 24.24 | 11.38 |
| GROUP 5 - Coal Tar..... | \$ 24.79 | 11.38 |
| GROUP 6 - Bridge Equipment Tender & or Containment Builder..... | \$ 26.53 | 11.38 |
| GROUP 7 - Tanks, Stacks & Towers..... | \$ 26.93 | 11.38 |
| GROUP 8 - Bridge Blaster, Rigger..... | \$ 35.00 | 11.38 |

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridge Equipment Tenders and Containment Builders.... | \$ 27.93 | 7.25 |
| Bridges; Blasters; and Riggers..... | \$ 34.60 | 7.25 |
| Brush and Roller..... | \$ 20.93 | 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 12/01/2018

BELMONT, HARRISON and JEFFERSON COUNTIES

| | Rates | Fringes |
|--------------------------------|-------|---------|
| PAINTER | | |
| Bridges, Locks, Dams, | | |
| Tension Towers & Energized | | |
| Substations.....\$ | 32.80 | 17.68 |
| Power Generating Facilities.\$ | 29.65 | 17.68 |

PAIN0476-001 06/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

| | Rates | Fringes |
|----------------|-------|---------|
| PAINTER | | |
| GROUP 1.....\$ | 25.37 | 13.83 |
| GROUP 2.....\$ | 32.00 | 13.83 |
| GROUP 3.....\$ | 25.58 | 13.83 |
| GROUP 4.....\$ | 25.87 | 13.83 |
| GROUP 5.....\$ | 26.02 | 13.83 |
| GROUP 6.....\$ | 26.27 | 13.83 |
| GROUP 7.....\$ | 27.37 | 13.83 |

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 06/01/2018

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

| | Rates | Fringes |
|----------------|-------|---------|
| PAINTER | | |
| GROUP 1.....\$ | 30.61 | 15.81 |
| GROUP 2.....\$ | 32.04 | 15.81 |
| GROUP 3.....\$ | 33.47 | 15.81 |
| GROUP 4.....\$ | 36.27 | 15.81 |

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

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 06/01/2018

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..... | \$ 23.87 | 13.80 |
| Structural Steel..... | \$ 25.47 | 13.80 |

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 06/01/2018

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Painters:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 25.75 | 14.35 |
| GROUP 2..... | \$ 26.40 | 14.35 |
| GROUP 3..... | \$ 26.50 | 14.35 |
| GROUP 4..... | \$ 26.60 | 14.35 |
| GROUP 5..... | \$ 27.00 | 14.35 |
| GROUP 6..... | \$ 39.20 | 11.75 |
| GROUP 7..... | \$ 27.00 | 14.35 |

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

PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PAINTER

| | | |
|---------------------------|----------|-------|
| Bridges; Towers, Poles & | | |
| Stacks; Sandblasting | | |
| Steel; Structural Steel & | | |
| Metalizing..... | \$ 22.78 | 13.63 |
| Brush & Roller..... | \$ 21.77 | 13.63 |
| Spray; Tank Interior & | | |
| Exterior..... | \$ 22.60 | 13.63 |

PAIN1020-002 07/01/2018

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

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 24.15 | 14.40 |
| Drywall Finishing & Taping.. | \$ 22.85 | 14.40 |
| Lead Abatement..... | \$ 25.90 | 14.40 |
| Spray, Sandblasting Pressure Cleaning, & Refinery..... | \$ 24.90 | 14.40 |
| Swing Stage, Chair, Spiders, & Cherry Pickers... | \$ 24.40 | 14.40 |
| Wallcoverings..... | \$ 21.75 | 14.40 |

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 05/01/2018

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

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Bridges..... | \$ 33.71 | 14.13 |
| Brush; Roller..... | \$ 24.23 | 14.13 |
| Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work..... | \$ 25.63 | 14.13 |
| Spray..... | \$ 25.43 | 14.13 |
| Stacks; Tanks; & Towers..... | \$ 27.74 | 14.13 |
| Structural Steel & Swing Stage..... | \$ 24.53 | 14.13 |

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 28.86 | 17.11 |

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 28.21 | 17.11 |

PLAS0132-002 05/01/2018

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PLASTERER.....\$ 28.86 17.11

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0886-001 05/01/2018

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0886-003 05/01/2018

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA
COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0886-004 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLUM0042-002 07/01/2018

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 34.20 | 22.07 |
| ----- | | |
| PLUM0050-002 07/02/2018 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 41.41 | 25.82 |
| ----- | | |
| PLUM0055-003 04/30/2018 | | |

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate
limits of the city of Hudson)

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER..... | \$ 35.78 | 25.58 |
| ----- | | |
| PLUM0083-001 07/01/2017 | | |

BELMONT & MONROE (North of Rte. #78)

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 32.16 | 31.51 |
| ----- | | |
| PLUM0094-002 05/01/2018 | | |

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 35.28 | 19.34 |
| ----- | | |
| PLUM0120-002 04/30/2018 | | |

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of
#303)

| | Rates | Fringes |
|-------------------------|----------|---------|
| PIPEFITTER..... | \$ 37.67 | 22.42 |
| ----- | | |
| PLUM0162-002 06/01/2018 | | |

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,
MONTGOMERY & PREBLE

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 29.75 | 21.52 |
| ----- | | |
| PLUM0168-002 06/01/2018 | | |

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)
& WASHINGTON

| | Rates | Fringes |
|---------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 34.17 | 31.08 |
| ----- | | |
| * PLUM0189-002 06/01/2018 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 36.20 | 23.74 |
| ----- | | |
| PLUM0219-002 05/31/2018 | | |

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..... | \$ 37.02 | 23.79 |
| ----- | | |
| PLUM0392-002 06/01/2018 | | |

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 32.01 | 19.67 |
| ----- | | |
| PLUM0396-001 06/01/2018 | | |

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 | 24.66 |
| ----- | | |
| PLUM0495-002 06/01/2018 | | |

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..... | \$ 38.24 | 23.09 |
| ----- | | |
| PLUM0577-002 06/01/2018 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 34.00 | 23.85 |
| ----- | | |
| * PLUM0776-002 07/01/2018 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 35.75 | 23.88 |
| ----- | | |
| TEAM0377-003 05/01/2018 | | |

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 27.38 | 14.61 |
| GROUP 2..... | \$ 27.80 | 14.61 |

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 05/01/2018 | | |
| CUYAHOGA, GEAUGA & LAKE | | |

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

TRUCK DRIVER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.40 | 16.05 |
| GROUP 2..... | \$ 28.90 | 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.

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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:

* 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.

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END OF GENERAL DECISION

Appendix B: Ohio Department of Transportation (ODOT) & Federal Requirements

- ODOT 2016 Federal LPA Template Including FHWA Form 1273 (See Section 30)
- Local Public Agency (LPA) Agreement

The Contractor and this contract are subject and required to comply with all local, state, and federal requirements as detailed in the following documents. In addition, all ODOT and City of Canton Standard Construction Drawings and Supplemental Specifications as identified in the Project Plans are incorporated into the contract documents by reference.

The Contractor will receive direct payments for this project from ODOT and the City of Canton must comply with all federal and state requirements needed to facilitate this process.

NOTE: The Contractor must circle a response under section 6 on the following page (Federally Required EEO Certification).

Appendix B

ODOT's LPA Template (ODOT Spec Book and LPA Spec Book) Required Contract Provisions.

1. ODOT'S 2016 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CM&S) AND ITS SUPPLEMENTS

With the exception of Section 100 "General Provisions" included in the matrix below, ODOT's Construction and Material Specifications (CM&S) and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms "the Department", "the Engineer" and "the DCA" with the term "the Local Public Agency (LPA)." Furthermore, nothing in this document is intended to alter the LPA's adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established.

| Excluded 2016 Specifications | | | |
|------------------------------|-------------------|-------------------|-------------------|
| Section 102.01 | Section 103.01 | Section 105.19 | Section 108.09 |
| Section 102.03 | Section 103.02 | Section 107.04 | Section 109.06 |
| Section 102.06 | Section 103.04 | Section 107.13 | Section 109.09 |
| Section 102.09 | Section 103.05 | Section 108.01 | Section 109.12(A) |
| Section 102.10 | Section 103.06 | Section 108.02(B) | Section 109.12(B) |
| Section 102.11 | Section 103.07 | Section 108.02(E) | Section 109.12(E) |
| Section 102.13 | Section 104.02(A) | Section 108.02(G) | |
| Section 102.14 | Section 105.05 | Section 108.08 | |
| Section 102.17 | Section 105.13 | | |

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Furnish steel and iron products that are made in the United States according to the applicable provisions of Federal regulations stated in 23 CFR 635.410 and State of Ohio laws, and ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States. Both the State and Federal requirements contained in (A.) and (B.) of this section apply to this contract.

A. Federal Requirements. All steel or iron products incorporated permanently into the Work must be made of steel or iron produced in the United States and all subsequent manufacturing must be performed in the United States. Manufacturing is any process that modifies the chemical content; physical shape or size; or final finish of a product. Manufacturing begins with the initial melting and mixing and continues through the bending and coating stages. If a domestic product is taken out of the United States for any process, it becomes a foreign source material.

B. State Requirements. All steel products used in the Work for load-bearing structural purposes must be made from steel produced in the United States. State requirements do not apply to iron.

C. Exceptions. ODOT may grant specific written permission to use foreign steel or iron products in bridge construction and foreign iron products in any type of construction. ODOT may grant such exceptions under either of the following conditions:

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.

2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source, if the shortage is not previously established.

D. Proof of Domestic Origin. Furnish documentation to the Engineer showing the domestic origin of all steel and iron products covered by this section, before they are incorporated into the Work. Products without a traceable domestic origin will be treated as a non-domestic product.

3. **CERTIFICATION AGAINST DEBARMENT AND SUSPENSION**

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses, please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

4. **PREQUALIFICATION**

Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The “prime” contractor must perform no less than 30 percent of the total original contract price.

5. **PN033 - 4/18/2008- AS PER PLAN DESIGNATION**

(Not required by FHWA, but strongly suggested if As Per Plan is used by the LPA)

For the last several years the “As Per Plan” designation has been added to some item descriptions in the proposal to assist the Contractors to easily identify standard items that have been altered by plan notes.

The “As Per Plan” designation has proven to be a very useful tool for the Contractors. However, its use was never intended to relieve the Contractors of their responsibility to read, bid and construct all items in accordance with all governing plan notes. Therefore, the absence of an “As Per Plan” designation on some item descriptions in the proposal for which there are clear and controlling plan notes does not relieve the Contractors of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes.

Be advised that the item descriptions in the bidding proposal must be read or interpreted with the governing plan notes and the Construction and Material Specification Manual. A claim based upon an "order of precedence" basis will be denied. In the event that a conflict, either real or perceived, exists between the item description and the governing plan note, the Contractors are to request clarification through the pre-bid process.

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

The bidder hereby certifies that he **has**, **has not**, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he **has**, **has not**, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements. *The Bidder must circle the appropriate "has or has not" above.*

7. **PN 017 - 10/15/2004 - FEDERALLY REQUIRED EEO CERTIFICATION CLAUSE**

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

8. **PN 026 - 10/15/2004 - CERTIFICATION OF NONSEGREGATED FACILITIES**

(a) Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities (for a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause).

(b) Bidders are cautioned as follows: By signing this bid, the bidder has agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

(c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Nonsegregated Facilities" -

- (a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of a material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- (b) Subcontractors and material suppliers are cautioned as follows: By signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- (c) Subcontractors or material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

9. PN 035 - 10/15/2004 - SPECIAL PROVISIONS OF FEDERAL-AID HIGHWAY PROGRAM OF MANUAL 6-4-1-2 SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. GENERAL

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR- 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
- b. The contractor will work with the LPA, ODOT and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal Employment Opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection I of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race,

color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICE

The contractor will designate and make known to the LPA contracting officer(s) an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable to effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will the following actions:

- (1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- (2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

- a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Employment Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women or obligates the contractor to do the same, such implementation violates Executive Order 1 1246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

7. TRAINING AND PROMOTION

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the "Training Special Provisions" are included in this bid proposal, this subparagraph will be superseded as indicated in said provisions.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to ODOT and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify ODOT.

9. SUBCONTRACTING

- a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the LPA's personnel.
- b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

- a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and;
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the LPA, ODOT and the Federal Highway Administration.
- c. The contractors will submit to the LPA and ODOT a monthly report for the first three months after construction begins and every month of July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 139 1. If on-the-job training is being required by "Training Special Provisions," the contractor will be required to furnish Form FHWA 1409.

10. PN 003 - 10/15/2004 - TITLE VI RELATED STATUTES NON-DISCRIMINATION STATEMENT

The LPA, under Title VI of the Civil Rights Act and related statutes, ensures that no person in the LPA, shall on the grounds of race, color, national origin, sex, disability or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers.

11. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

In accordance with Ohio Administrative Code §9.47, before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the State EEO Coordinator dated prior to the date fixed for the opening of bids.

12. PN 020 – 11/21/2011 - NOTICE OF REQUIREMENT OF AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

The Bidder's attention is called to the affirmative action obligations required by the specifications set forth in 23 CFR Part 230, 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974.

Utilization goals applicable to the project, expressed in percentages, for minority and female participation for each construction craft can be found on ODOT's website at <http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/default.aspx>. These goals are based on 2000 census data and represent the area, per craft, minority and female availability pool.

Minority and female utilization obligations by craft per county (applicable to project):
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf>

Effective 11/21/2011 the New Hire Definition will be as follows:

An individual who has a break in service (not on an employer's payroll) for a period of 12 months or longer and the person affected is not a salaried employee, but belongs to a union craft. Individuals compensated for training or incidental work which does not cause a break in unemployment compensation, i.e., paid by voucher check or petty cash, are considered new hires if the individual's break in service is 12 months or longer.

The time frame for a new hire shall be associated with the first project worked for that contractor regardless of whether it is public or private. When reporting new hires the contractor shall identify that employee as a new hire on that specific project only. Subsequent work, barring a break in service of 12 months or more, would not qualify the employee as a new hire for that contractor.

The Contractor's compliance shall be based on the implementation of affirmative action obligations required by the specifications set forth in 23 CFR Part 230, and its good faith efforts to meet these obligations. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and females on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the affirmative action obligations shall be a violation of the contract and regulations in 23 CFR Part 230. The good faith efforts put forth by the contractor will be measured against the total work hours performed. Under FHWA, ODOT is the authority tasked with ensuring that the contractor adheres to the aforementioned regulations. In addition to complying with the Required Contract Provisions as outlined in the attached subcontract agreement the Contractor shall provide immediate written notification to the ODOT and the Prime Contractor when referral practices of the union or unions with which the Contractor has a collective bargaining agreement impede the company's efforts to meet its equal opportunity obligations.

The Office of Federal Contract Compliance Programs (OFCCP) administers and enforces equal employment opportunity laws that apply to Federal government contractors and subcontractors supplying goods and services, including construction, to the Federal Government under 41 CFR Part 60, Executive Order 11246, Section 503, and the affirmative action provisions of VEVRAA. The OFCCP monitors compliance with these laws primarily through compliance evaluations, during which a compliance officer examines the contractor's affirmative action efforts and employment practices. Under Executive Order

11246, the OFCCP may perform contract compliance reviews on contractors involved with federally funded ODOT projects.

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Federal Register for the Economic Area.

https://www.dol.gov/ofccp/TAguides/new_contractors_guide.htm page E-32

The Department of Administrative Services (DAS), Equal Opportunity Division, is responsible for ensuring state contractors implement and adhere to the State of Ohio's affirmative action program pursuant to Ohio Administrative Code (OAC) 123:2-3-02. Specifically, this unit's responsibilities includes the issuance of certificates of compliance under ORC 9.47 and 153.08, conducting project site visits and compliance reviews (desk audits) to ensure contractors utilize minorities and women in the construction trades, as well as maintaining a working environment free of discrimination, harassment and intimidation. The DAS may perform contract compliance reviews on contractors involved with state funded ODOT projects. Requirements for affirmative action obligations governing DAS contract compliance reviews are those listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. <http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

All prime and subcontractors regardless on the number of employees or the state contract amount are required to submit monthly utilization reports (Input Form 29) to Ohio Department of Administrative Services covering the contractor's total workforce within the state of Ohio. The reports must be filed electronically by the 10th of each month, beginning with the contract award and continuing until the contractor or subcontractor completes performance of the state contract. <http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, 200 N. High Street, Room 409, Columbus, Ohio 43215, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the subcontract is to be performed.

13. **PN 029 - 10/15/2004 - ON-THE JOB TRAINING (OJT) PILOT PROGRAM**

The requirements of this Training Special Provision supersede subparagraph 7b of the Special Provision entitled Special Employment Opportunity Responsibilities, and implements 23 U.S.C. 140(a).

The following must be included as part of the Contractor's equal employment opportunity affirmative action training program:

The Contractor must provide on-the-job training aimed at developing full journey persons in the type or job classification in which they work.

The contractor is not required to have a specific number of trainees assigned to this project. The number of trainees will be distributed among the work classifications on the basis of the Contractor's needs and the availability of the journey persons in the various classifications. The Contractor will be credited for each trainee employed by him or her who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journey person status is a primary objective of this Training Special Provision. Accordingly, the Contractor must make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used, to

discriminate against any applicant for training, regardless of whether the applicant is a member of a minority group or not.

No employee will be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey person status or in which he or she has been employed as a journey person. The Contractor must satisfy this requirement by including appropriate questions in the employee's application or by other suitable means. Regardless of the method used, the Contractor's records must document the findings in each case.

The minimum length and type of training for each classification will be established in the training program selected by the Contractor.

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

1. CR1 Report
 - A. To be completed on each trainee
 - B. To be filled out at the start of training and finish of training or at the end of the year, whichever comes first
 - C. To be submitted to the ODOT District in which the Contractor's home office is located.
2. Tracking will be on an annual basis. The Contractor must submit the subsequent CR1 to the ODOT District in which the Contractors home office is located.

The prime or subcontractor conducting the training must be involved in at least one Federal project per calendar year in order to get FHWA training credit. Participation in the OJT Program is not project or contract specific.

All Contractors are encouraged to participate in the OJT program. Such a program will be considered when examining the contractor's Good Faith Efforts toward meeting its contractual affirmative action obligations.

All Contractors shall submit their own Training Program or Apprenticeship Certificate, for approval, to the ODOT District in which the company's home office is located.

All OJT Trainees must have the appropriate certification. Apprenticeship Certificates can be obtained from the State of Ohio, Bureau of Apprenticeship and Training. The union apprenticeship agreement is not acceptable verification of an apprentice's enrollment in a union sponsored training program. A copy of the Apprenticeship Certificate along with a statement indicating the number of months/years the employee has been in the apprenticeship program must be submitted to the ODOT EEO Coordinator in the company's home district and to the prevailing wage coordinator in the district responsible for the project within 90 days of the apprentice beginning work on the project.

14. PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
 - * 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 for 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 Determination
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D. C. 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, D. C. 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 requester 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, D. C. 20210

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

15. PN 061 –10/22/2012- WAGE SCALE ON ALL FEDERAL-AID PROJECTS

The wage rates for this project were determined by the Secretary of Labor in accordance with Federal-Aid requirements. LPA must formally incorporate into contract documents.

Contractors shall use only the classifications and wage rates set forth in the United States Department of Labor (USDOL) wage decision found at website noted below on payrolls submitted to the District Office. Additionally, please note that the wage modification in effect at the time of the project sale date, shall be used by all contractors.

This USDOL wage decision may be viewed, by accessing the United States Department of Labor (USDOL) website at:

<http://www.wdol.gov/>

This contract requires the payment of the total of the basic hourly rates plus the fringe benefits payments for each classification in accordance with the following regulations which by reference are made part of this contract:

- 1) The U.S. Department of Labor Regulations, Title 29, Subtitle A, Part 5, Sections 5.5, 5.31, and 5.32, most recent revision at contract execution.
- 2) Form FHWA-1273 (most recent revision at contract execution) Part IV. Payment of Predetermined Minimum Wage and Part V. Statements and Payrolls.

The failure to pay prevailing wages to all laborers and mechanics employed on this project, shall be considered a breach of contract. Such a failure may result in the termination of the contract and debarment.

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

The wage and fringe rates determined for this project shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers.

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form WH-347 or equivalent and shall show the following:

- 1) Employee name, address, classification, and hours worked.
- 2) The basic hourly and overtime rate paid, total pay, and the manner in which fringe benefit payments have been irrevocably made.
- 3) The project number and pay week dates.
- 4) Original signature of a company officer on the certification statement.

Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council, must accompany all certified payrolls submitted for all apprentices working on this project.

Please be aware that it is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in the USDOL Regulations, Title 29, parts 1 and 5, are strictly adhered to by all subcontractors on the project.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

The applicable wage and fringe rates for this project are to be incorporated in their entirety as an attachment to the executed contract.

16. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

17. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq. and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

18. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE

The prime contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The prime contractor shall make a good faith effort to ensure that all its employees, while working on this project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The prime contractor shall also require that this contractual obligation be placed in all subcontractor and materialman contracts that it enters into and further requires that all subcontractors and materialmen place the same contractual obligations in each of their lower tier contracts.

19. PN 034 - 05/25/2011 – DRUG FREE SAFETY PROGRAM

During the life of this project, the Contractor and all its Subcontractors, that provide labor on the Project site, must be enrolled in and remain in good standing in the Ohio Bureau of Worker’s Compensation (“OBWC”) Drug-Free Safety Program (“DFSP”) or a comparable program approved by the OBWC.

In addition to being enrolled in and in good standing in an OBWC-approved DFSP or a comparable Drug Free Workplace Program (“DFWP”) approved by the OBWC, the LPA requires each Contractor and Subcontractor that provides labor, to subject its employees who perform labor on the project site to random drug testing of 5 percent of its employees. The random drug testing percentage must also include the on-site supervisors of the Contractors and Subcontractors. Upon request, the Contractor and Subcontractor shall provide evidence of required testing to the LPA.

Each Subcontractor shall require all lower-tier Subcontractors that provides labor on the project site with whom the Subcontractor is in contract for the Work to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to a lower-tier Subcontractor providing labor at the Site.

The LPA will declare a bid non-responsive and ineligible for award if the Contractor is not enrolled and in good standing in the Ohio Bureau of Workers’ Compensation’s DFSP Discount Program or a similar program approved by the Bureau of Workers’ Compensation within 8 days of the bid opening. Furthermore, the LPA will deny all requests to sublet when the subcontractor does not comply with the provisions of this proposal note.

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the OBWC DFSP or an OBWC-approved DFWP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

20. OHIO WORKERS’ COMPENSATION COVERAGE

The Contractor must secure and maintain valid Ohio workers’ compensation coverage until the project has been finally accepted by the Ohio Department of Transportation. A certificate of coverage evidencing valid workers’ compensation coverage must be submitted to the LPA before the contract will be executed by the LPA.

The Contractor must immediately notify the LPA, in writing, if it or any subcontractor fails or refuses to renew their workers’ compensation coverage. Furthermore, the Contractor must notify the LPA, in writing, if its or any of its subcontractor’s workers’ compensation policies are canceled, terminated or lapse.

The failure to maintain valid workers’ compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

21. PN 038 - 10/15/2004 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

22. PN 039 - 10/15/2004 - ASSIGNMENT OF ANTITRUST CLAIMS IN STATE CONTRACT LANGUAGE

The Contractor should recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by ODOT and/or the LPA. As consideration for the Award of the Contract and intent to be legally bound, the Contractor acting herein by and through the person signing this contract on behalf of the Contractor as a duly authorized agent, hereby assigns, sells, conveys, and transfers to ODOT and/or the LPA any and all right, title and interest to any and all claims and causes of action the Contractor now has or hereafter requires under state or federal antitrust laws provided that the claims or causes of action related to the goods or services that are the subject to the contract. In addition, the Contractor warrants and represents that it will require any and all of its subcontractors and first tier suppliers to assign any and all federal and state antitrust claims and causes of action to ODOT and/or the LPA. The provisions of this article shall become effective at the time the LPA executes this contract without further acknowledgment by any of the parties.

All contracting entities shall assign their rights and responsibilities to ODOT and/or the LPA for all antitrust claims and causes of action regarding subcontractors.

23. PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS

The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein. Therefore, in the event that the Contractor or its agents refuse or fail to adhere to the requirements of the US Army Corps of Engineers 404 Permit, and/or the Ohio Environmental Protection Agency's 401 Water Quality Certification and an assessment or fine, is made or levied against the Ohio Department of Transportation, the Contractor shall reimburse the Department within thirty (30) calendar days of the notice of assessment or fine or the Department may withhold the amount of the fine from the Contractor's next pay estimate. All money collected or withheld from the Contractor shall be delivered to the permitting agencies issuing the assessment or fine.

These fines are not to be construed as a penalty but are liquidated damages to recover costs assessed against the Department due to the Contractor's refusal or failure to comply with the permits.

24. PN 007 – 9/4/2018 - TRUCK LEASING (Required if DBE goal on the project)

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations. This section states that the Disadvantaged Business Enterprise (DBE) may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE will receive credit for only the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. The law requires that a lease must indicate that the DBE has exclusive use of and control over the truck for credit to be accorded to the DBE. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

In lieu of a truck owner displaying the name and identification number of the DBE, the truck owner shall be required to furnish a photocopy of the lease agreement. Thereby, fulfilling the rule without causing undue hardship on any entity.

Credit for expenditures with DBEs for materials or supplies toward the DBE goal is described as follows:

1. When the materials or supplies are obtained from a DBE MSV (Materials and Supplies Vendor) manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies

toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier the prime contractor may receive credit for up to 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

In the past, 60% of the cost of materials and supplies purchased from a DBE MSV (100% from a DBE MSV manufacturer) would usually be counted toward DBE goals. Effective September 1, 2018:

- o Prime contractors must obtain information about the method of procurement for each item to be procured from a DBE MSV. The DBE Affirmation Form has been modified to accommodate this information.
- o To be eligible to receive 100% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (manufacturer) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the manufacture of the item, as indicated by the information provided by the DBE MSV
- o To be eligible to receive 60% credit toward DBE goals for a materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail) NAICS code for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
 - The item must not be drop-shipped
- o The above scenario applies to both bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and non-bulk items. For bulk items, there is an additional scenario whereby a contract with a DBE MSV could receive 60% credit. To be eligible to receive 60% credit toward DBE goals for a bulk item materials and supplies subcontract:
 - The DBE MSV must be certified with the correct (wholesale or retail and trucking) NAICS codes for the item
 - The DBE MSV must be certified with the correct descriptor for the item
 - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
 - The DBE MSV must deliver the bulk item from a non-DBE vendor to the prime contractor using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees.
- o If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the fee or commission the DBE MSV receives for its services, and

only if the following additional criteria are met:

- The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents and Brokers
 - The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.
- The usual good faith efforts process applies.
 - All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

DBE MSV DIRECTORY - <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx> (select MSV only)

DBE AFFIRMATION FORM - The new DBE Affirmation Form is now available at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/Resources.aspx>.

For subcontract agreement (C-92) purposes the following definitions will be used:

Install - DBE contractor who obtains goods, materials and supplies and fixes in place, for use, the same goods, materials and supplies. (e.g., DBE contractor obtains and fixes in place re-bar on project site). Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

Stockpiling - DBE Contractor/Trucker who delivers materials, goods, or supplies to project site. 60% credit toward prime's DBE goal.

Tailgating - DBE Contractor/Trucker who delivers and installs materials, goods, or supplies to project site. Must spend 20% or more time on project per day. 100% credit toward prime's DBE goal.

25. PN 013 – 07/21/2017 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS **For LPA PROJECTS- Effective 09/25/2017**

DBE UTILIZATION PLAN

All Bidders shall submit a DBE Utilization Plan at the time of bid setting forth specific information demonstrating how the Bidder will achieve the DBE goal. By submitting a DBE Utilization Plan, the Bidder is affirming that they will be using the DBE firms identified in the Utilization Plan to meet the DBE contract goal. The DBE Utilization Plan shall be submitted with Formstack at time of bid submission. Any bids received without electronic submission of the DBE Utilization Plan at or before bid time, will be deemed unresponsive. Bidders shall submit their DBE Utilization Plans via: https://odot.formstack.com/forms/dbe_copy. This file contains the current list of certified DBEs and is updated regularly. The DBE Utilization Plan must be filled out completely and submitted prior to bid opening.

The DBE Utilization Plan shall include the following information:

- 1) The names and addresses of the certified DBE firm(s) that will be used to meet the DBE goal;
- 2) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
- 3) Whether the DBE firm(s) being used to meet the goal will be utilized as a subcontractor, regular dealer, manufacturer, consultant or other capacity; and
- 4) The dollar amount of the participation of each DBE firm used to meet the DBE goal.

PROJECTS AWARDED ON ALTERNATES

In the event the project is awarded on alternates which increases or decreases the total dollar amount of the bid, a revision to the DBE Utilization Plan and DBE Affirmation Form(s) shall be submitted and approved by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days after the notification of the alternates.

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at <http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx> and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

All other Bidders shall submit a DBE Affirmation Form(s) if notified that the information is required in order for ODOT to complete its assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required DBE Affirmation Forms to ODOT. Notification will be by email.

In the event a DBE firm fails to confirm the information contained in the DBE Affirmation Form within five (5) calendar days of bid opening, the Apparent Low Bidder shall submit a Request to Terminate/Substitute DBE Form, as set forth herein. The Request to Terminate/Substitute DBE Form shall be submitted within five (5) calendar days after bid opening in order for the Apparent Low Bidder to still be considered for contract award. The Apparent Low Bidder shall include as its reason for termination the DBE firm's failure to provide a timely affirmation and should include all efforts the Apparent Low Bidder made to obtain the affirmation from the DBE firm and shall attach proof of these efforts, if available. If the Apparent Low Bidder intends to replace the DBE Firm, it shall include the replacement firm's information on the form. In the event the Apparent Low Bidder is unable to affirm a DBE firm included in its original DBE Utilization Plan at bid submission and it results in a goal shortfall, Good Faith Efforts (GFE's) must be submitted by the fifth calendar day after bid opening. All GFE documentation submitted for consideration should demonstrate the efforts the Bidder made prior to the time of bid submission to secure sufficient DBE participation on the project to meet the DBE goal although the Bidder was unable to do so. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

DBE BIDDERS

In the event that the Bidder is also a certified DBE firm, the Bidder is required to complete a DBE Utilization Plan as set forth above. In this instance, however, the certified DBE Bidder would not need to submit a DBE Affirmation Form for the work it is planning to self-perform in order to meet the goal. ODOT will consider the submission of the bid as the certified DBE Bidder's written confirmation that it is

participating in the contract. However, a DBE Affirmation Form must be submitted for all other DBE firms that are being utilized toward the DBE goal.

JOINT VENTURES

In the event that the Bidder is a Joint Venture, the Joint Venture will only be considered a Certified DBE firm if the Joint Venture itself has been certified. The Joint Venture may, however, utilize a Certified DBE firm that is also a partner in the Joint Venture as part of its DBE Utilization Plan. The Certified DBE Firm/Joint Venture Partner, however, does not need to submit a DBE Affirmation Form for any work that the Certified DBE Firm/Joint Venture Partner is going to perform to meet the goal. ODOT will consider submission of the Joint Venture's bid as the Certified DBE Firm/Joint Venture Partner's confirmation that it is participating in the contract.

GOOD FAITH EFFORTS (GFE's)

In the event that the DBE contract goal established by ODOT is not met, the Apparent Low Bidder shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

If the Apparent Low Bidder does not meet the goal at bid time, the Apparent Low Bidder shall submit its Good Faith Efforts (GFE's) documentation within five (5) calendar days of the bid opening. Submission of DBE affirmation(s) with additional participation sufficient to meet the DBE contract goal does not cure the Apparent Low Bidder's failure to meet the goal at bid time or eliminate the Apparent Low Bidder's responsibility of submitting GFE's within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall demonstrate its GFE's by submitting the following information within five (5) calendar days after the bid opening:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Apparent Low Bidder and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <http://www.dot.state.oh.us/Divisions/ODI/SDBE/DBE%20Goal%20Forms/Contractors%20Good%20Faith%20Efforts%20Guidelines.pdf>

All other Bidders shall submit documentation of GFE's if notified that the information is required in order for ODOT to complete its bid assessment. Bidders shall have five (5) calendar days from the date of notification to submit all required GFE documentation. Notification will be by phone or email.

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Bidder has made adequate good faith efforts to meet the goal.

ADMINISTRATIVE RECONSIDERATION

ODOT will review the GFE documentation and issue a written determination on whether adequate GFE's have been demonstrated prior to contract award. In the event that ODOT determines that the Apparent Low Bidder has failed to demonstrate adequate GFE's to meet the goal, the Apparent Low Bidder will have an opportunity for administrative reconsideration prior to the contract being awarded.

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written

documentation or argument must be provided to ODOT, attention to the Deputy Director of the Division of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223, within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.

ODOT will send the Apparent Low Bidder a written decision on reconsideration explaining the basis for finding that the Apparent Low Bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the United States Department of Transportation.

TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at <http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>.

This termination/replacement procedure applies only to DBE firms or the amount of work being utilized to meet the goal.

Without ODOT's written consent to terminate/replace a DBE firm being utilized to meet the goal, the Awarded Contractor shall not be entitled to any payment for DBE listed work or material unless it is performed or supplied by the listed DBE.

GOOD CAUSE

ODOT may provide written consent to terminate a DBE only if it agrees, for reasons stated in a concurrence document, that the Apparent Low Bidder/Awarded Contractor has good cause to terminate the DBE firm.

For purposes of this paragraph, good cause to terminate a DBE includes the following circumstances:

- 1) The listed DBE firm fails or refuses to provide the required DBE Affirmation Form or to execute a written contract;
- 2) The listed DBE firm fails or refuses to perform the work of its subcontract in a manner consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE firm to perform its work on the subcontract results from the bad faith or discriminatory action of the awarded contractor;
- 3) The listed DBE firm fails or refuses to meet the awarded contractor's reasonable, nondiscriminatory bond requirements.
- 4) The listed DBE firm becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5) The listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- 6) ODOT has determined that the listed DBE firm is not a responsible contractor;
- 7) The listed DBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- 8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- 9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and

- 10) Other documented good cause that ODOT determines compels the termination of the DBE firm. Provided, that good cause does not exist if the awarded contractor seeks to terminate a DBE it relied upon to obtain the contract so that the awarded contractor can self-perform the work for which the DBE contractor was engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

REPLACEMENT

When a DBE firm is terminated or fails to complete its work on the contract for any reason the Awarded Contractor must make GFEs to find another DBE firm to replace the original DBE. These GFEs shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The GFEs shall be documented by the Awarded Contractor. If ODOT requests documentation under this provision, the Awarded Contractor shall submit the documentation within seven (7) calendar days, which may be extended for an additional seven (7) calendar days if necessary at the request of the contractor, and ODOT shall provide a written determination to the contractor stating whether or not GFEs have been demonstrated.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions and substitutions of DBE firms put forward by Bidders in the DBE Utilization Plan.

ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at <http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>. The DBE Affirmation Form will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

WRITTEN NOTICE TO DBE

Before transmitting to ODOT its request to terminate and/or substitute a DBE firm, the Apparent Low Bidder/Awarded Contractor must give notice in writing to the DBE firm, with a copy to ODOT, of its intent to request to terminate and/or substitute, and the reason(s) for the request.

The Apparent Low Bidder/Awarded Contractor must give the DBE five (5) calendar days to respond to the notice, advising ODOT and the Apparent Low Bidder/Awarded Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why ODOT should not approve the Apparent Low Bidder/Awarded Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), ODOT may provide a response period shorter than five (5) days.

GOAL ATTAINMENT POST AWARD

The Awarded Contractor shall make available upon request a copy of all DBE subcontracts. The Awarded Contractor shall ensure that all subcontracts or agreements with DBEs require that the subcontract and all lower tier subcontractors be performed in accordance with this Proposal Note.

Approval of a DBE Utilization Plan does not ensure approval of C-92 Requests to Sublet nor does approval of a DBE Utilization Plan indicate that the DBE goal has been met. ODOT will monitor goal attainment throughout the life of the project. It is the responsibility of the Awarded Contractor to advise ODOT of any changes to the DBE Utilization plan throughout the life of the project. The DBE goal of a project is stated as a percentage of the contract. In the event the contract amount increases or decreases, the actual dollar amount of the DBE goal for the project may increase or decrease accordingly.

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

Failure by the Apparent Low Bidder to do any of the following shall result in the bid being rejected in accordance with ORC §5525.08:

- 1) Failure to submit a complete DBE Utilization Plan at the time of bid;
- 2) Failure to submit DBE Affirmation Form(s) and/or failure to submit Request to Terminate/Substitute DBE Form(s) as required by this Proposal Note; and
Failure to meet the goal and/or failure to demonstrate GFEs to meet the goal as required by this Proposal Note.

POST-BID

Failure by the Awarded Contractor to carry out the requirements of this Proposal Note, including the submission of adequate good faith efforts to meet the goal for a project, is a material breach of the contract and may result in the issuance of sanctions as follows:

| | |
|-----------------------|--|
| 1 st Tier: | Letter of Reprimand |
| 2 nd Tier: | Damages equivalent to the DBE shortfall |
| 3 rd Tier: | If a pattern of paying damages persists or the Contractor has falsified, misrepresented or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment. |

Factors to be considered in issuing sanctions may include, but are not limited to the following:

- the magnitude and the type of offense
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
 - annual DBE participation
 - annual DBE participation on projects without goals
 - the number of complaints ODOT has received regarding the Contractor
 - the number of times the Contractor has been previously sanctioned by ODOT

26. PN - 031 - 10/15/2004 - AFFIDAVIT OF SUBCONTRACTOR PAYMENT (Required if DBE goal on the project)

The Code of Federal Regulations 49, 26.37(b), requires the LPA to monitor and verify that work committed to Disadvantaged Business Enterprise (DBE) firms at contract award is actually performed by the DBE's. Additionally, the LPA is required to report the DBE participation on each project, including all work, materials or service sublets. Therefore, it is the LPA's responsibility to discern whether payments are made to DBE firms. An affidavit is to be completed and signed by the contractor within 15 days of the completion of the project. The affidavit seeks to verify actual payments made to DBE firms on the project. Each DBE firm must verify the actual payment amount.

The blank spaces in the affidavit must be filled in correctly, where indicated. The affidavit must be signed by the prime contractor and subcontractor, or by the subcontractor and DBE sub-contractor, if applicable. By signing the affidavit, the noted firm agrees that the payment amount recorded is true and accurate as of the payment time period.

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223. A color scan of the

affidavit may be sent in advance to Central Office, to keep project moving forward. However, the originals will still need to be mailed to Central Office.

27. WAIVER OF CM&S 614.03

ODOT's 2016 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

28. ODOT AS OBLIGEE ON BOND

The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an obligee.

29. NON-DISCRIMINATION PROVISIONS

1) **Compliance with Regulations:** The CONTRACTOR will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the CONTRACTOR will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential subcontractor, or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the LPA will impose such contract sanctions as it or STATE / FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontractor procurement as the LPA or STATE / FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor, or supplier as a result of such direction, the CONTRACTOR may request the LPA / STATE to enter into such litigation to protect the interests of the LPA and the STATE, and, in addition, the LPA / STATE may request the United States to enter into such litigation to protect the interests of the United States.

30. **REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – May 1, 2012)**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by

any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The

term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during

employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency

may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention

of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 1(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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and 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 1(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

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providing benefits under a plan or program described in section 1(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.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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 an apprentice.

The allowable ratio of apprentices to 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

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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.

b. Trainees (programs of the USDOL).

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. Any 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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 he or she is employed on such work to work in excess of forty 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 worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 contractor, 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 paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) The prime contractor remains responsible for the quality of the work of the leased employees;

(3) The prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

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4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to

any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements,

consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,"

provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract

work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Rev. 6/23/2016

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the The City of Canton, hereinafter referred to as the LPA, City Service Center Building, 2436 30th St. NE, Canton OH 44705.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The replacement of superstructure and rehab of approaches and substructure of 3rd St bridge over Nimishillen Creek (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 458,400 in Federal MPO Municipal bridge funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
- ### 5. ENVIRONMENTAL RESPONSIBILITIES
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be

performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate *this Agreement* and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

**Dan Moeglin, PE, SI
City Service Center Building,
2436 30th St. NE,
Canton OH 44705**

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State

funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) Letter of reprimand;
- (b) Contract termination; and/or
- (c) Other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) The magnitude and the type of offense;
- (b) The degree of the Consultant's culpability;
- (c) Any steps taken to rectify the situation;
- (d) The Contractor's record of performance on other projects including, but not limited to:
 - (1) Annual DBE participation over DBE goals;
 - (2) Annual DBE participation on projects without goals;
 - (3) Number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) The number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

| | |
|--------------------------------------|------------------------------------|
| DAN MOEGLIN, PE, SI | CHAD ROOT, PE |
| CITY SERVICE CENTER BUILDING, | ODOT DISTRICT 4 LPA MANAGER |
| 2436 30TH ST. NE, | 2088 SOUTH ARLINGTON RD. |
| CANTON OH 44705 | AKRON OH 44306 |

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

- ☐ 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- ☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
- ☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
- ☐ 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
- ☒ 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 **Financial Reporting and Audit Requirements:** The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

STA 3RD ST BRIDGE
COUNTY-ROUTE-SECTION

91972
PID NUMBER

25489
AGREEMENT NUMBER

DUNS NUMBER

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Canton City

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: [Signature]
Title: Service Director

By: [Signature]
Jerry Wray
Director

Date: 12-14-18

Date: 11/3/19

APPROVED AS TO FORM

[Signature]
CANTON LAW DIRECTOR

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

| USES | SOURCES | LPA FUNDS | | FHWA FUNDS | | Other FUNDS | |
|--|---------|-----------|----|------------|----|-------------|---|
| | | amount | % | amount | % | amount | % |
| PE Preliminary develop; environ clearance | | \$0 | | \$0 | | \$0 | |
| PE final design;construction plans and specs | | \$0 | | \$0 | | \$0 | |
| ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION | | \$0 | | \$0 | | \$0 | |
| ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD | | \$0 | | \$0 | | \$0 | |
| CONSTRUCTION fund source 1 | | \$39,600 | 20 | \$158,400 | 80 | \$0 | |
| Const. admin, mat'l testing & inspection | | \$4,400 | 20 | \$17,600 | 80 | \$0 | |
| CONSTRUCTION fund source 2 | | \$0 | | \$0 | | \$0 | |
| Const. admin, mat'l testing & inspection | | \$0 | | \$0 | | \$0 | |
| OTHER DIRECT OUT -OF-POCKET EXPENSES (provide details) | | \$0 | | \$0 | | \$0 | |
| | | \$44,000 | | \$176,000 | | \$0 | |
| | | | | | | \$220,000 | |

Attachment 2

STA 3RD ST BRIDGE
COUNTY-ROUTE-SECTION

91972
PID NUMBER

25489
AGREEMENT NUMBER

DIRECT PAYMENT OF CONTRACTOR

DUNS NUMBER

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We, the City of Canton request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

be paid directly to _____
(CONTRACTOR'S NAME)

Contractor Name:
Oaks Vendor ID:
Mailing Address:

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:
Oaks Vendor ID:
Mailing Address:

Approved, ODOT signature



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 4
2088 S. Arlington Rd, Akron, OH 44306
330-786-3100
transportation.ohio.gov

February 22, 2019

Dan Moeglin, PE, SI
City Service Center Building,
2436 30th St. NE,
Canton OH 44705

SUBJECT: **STA- 3rd St. Bridge; PID 91972 ;LPA Agreement #25489**

Dear Mr. Moeglin:

Please find enclosed for your records one original LPA Federal Project Agreement for each of the subject projects, executed on February 14, 2019.

To assist us in tracking the status of this project, we request that you provide this office with monthly status reports for our review and files. These reports will be utilized to coordinate our efforts and assist you in successfully completing this Project. The Department is committed to maintaining project schedules including those administered by local agencies. If you feel this project status schedule not appropriate, please contact this office in advance to make other arrangements.

Formal advertisement for construction of the Project cannot begin until we have approved your PS & E package and provided you authorization per Section 7.1 of the enclosed agreement.

All questions related to the project should be directed to the project manager, Jon Hunt, at 330.786.4814.

If you have any questions pertaining to this agreement, please contact me at (330) 786.4923.

Respectfully,

Jeffrey Cutler, P.E.
District 4 LPA Manager

Christine Surma
Planning LPA Liaison

Enclosures
c Office of Local Projects, C. Root; Project Manager;file

STA 3RD ST BRIDGE
COUNTY-ROUTE-SECTION

91972
PID NUMBER

25489 (SUPERCEDES 2012)
AGREEMENT NUMBER

DUNS NUMBER

AGREEMENT AMENDMENT

Agreement No. 25849 is revised as follows. This Agreement Amendment will be inserted into the original agreement under the existing terms and conditions.

3. FUNDING

- 3.1 ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 458,400 in Federal Municipal bridge funds and 80 percent of the eligible construction costs, up to a maximum of \$ 220,942 in Federal MPO TAP funds. These maximum amounts reflect the funding limits for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

STA 3RD ST BRIDGE
COUNTY-ROUTE-SECTION

91972
PID NUMBER

26489 (SUPERCEDES 2012)
AGREEMENT NUMBER

DUNS NUMBER

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate as of the day and year first above written.

LPA

By: [Signature] Date: 2-12-19

APPROVED AS TO FORM
[Signature]
CANTON LAW DIRECTOR

ODOT

By: Jack Marchbanks
Director

Date: 2/14/19

Appendix C: Environmental Commitments (Asbestos Survey & Notification)

Attached in Appendix C are the following:

Report of Findings of an Asbestos Survey for Third Street. S.E. Bridge Over the Middle Branch of Nimishillen Creek, Stark County, Ohio

OEPA Instructions for Completing Notification of Demolition and Renovation Form

REPORT OF FINDINGS OF AN ASBESTOS SURVEY

**THIRD STREET S.E. BRIDGE OVER THE
MIDDLE BRANCH OF NIMISHILLEN CREEK,
STARK COUNTY, OHIO**

April 19, 2013

Prepared for:

**Richland Engineering Limited
29 North Park Street
Mansfield, Ohio 44092**

Prepared by:



**HZW ENVIRONMENTAL
CONSULTANTS, LLC**

**6105 Heisley Road ♦ Mentor, Ohio 44060
440-357-1260 ♦ Fax 440-357-1510**



HzW ENVIRONMENTAL
CONSULTANTS, LLC

April 19, 2013

Mr. Dean A. Palmer, P.E.
Richland Engineering Limited
29 North Park Street
Mansfield, Ohio 44092

Subject: Findings from an Asbestos Survey Conducted of the Third Street S.E. Bridge over the Middle Branch of Nimishillen Creek, Canton, Stark County, Ohio (H13070)

Dear Mr. Palmer:

In accordance with our letter agreement dated August 22, 2012, HzW Environmental Consultants, LLC (HzW) conducted an asbestos survey of the Third Street S.E. bridge over the Middle Branch of Nimishillen Creek located in Canton, Stark County, Ohio (herein referred to as the "subject bridge"). Discussions of the methods of investigation, the findings and applicable recommendations are provided separately below.

METHODS OF INVESTIGATION

As part of the survey, HzW requested the original construction plans for the subject bridge to assist in identifying asbestos-containing materials (ACMs) and suspect ACMs used during construction. The existing construction plans for the subject bridge were located by a representative of Richland Engineering Limited and, therefore, were reviewed by HzW prior to the physical inspection of the bridge. On March 18, 2013, a representative of HzW, certified by the Ohio Department of Health (ODH) as an Asbestos Hazard Evaluation Specialist, conducted a physical inspection of the subject bridge to visually identify and sample accessible suspect ACMs. A photographic log depicting the subject bridge was compiled during the physical inspection and is included as **Attachment 1**.

Based on the physical inspection conducted at the subject bridge, subsequent bulk samples were collected of any accessible building materials suspected of containing asbestos. The bulk samples were submitted to International Asbestos Testing Laboratories (IATL) of Mt. Laurel, New Jersey, for analysis of asbestos content by Polarized Light Microscopy (PLM) using the Environmental Protection Agency (EPA) Method 600/R-93/116.

MENTOR

AKRON

EUCLID

CANTON

6105 Heisley Road, Mentor, Ohio 44060 • phone 440-357-1260 • 800-804-8484 • fax 440-357-1510
www.hzwenv.com

FINDINGS

Based on a review of the Scope of Work (bridge replacement) for the subject bridge, it was determined by HzW that the work detailed would be classified by the Environmental Protection Agency (EPA) as demolition work. The findings of the asbestos survey conducted at the subject bridge are presented below. These findings are based on HzW's review of the available construction plans, physical inspection of the bridge and the analytical results for any bulk samples collected. A copy of the laboratory analytical report for the bulk samples collected is included as **Attachment 2**.

It should be noted that all suspect building materials identified during the construction plan review are assumed to be ACMs until they can be accessed and physically touched and inspected and rendered nonsuspect building materials and/or sampled and subsequently analyzed by polarized light microscopy and found not to contain greater than one (1) percent asbestos. Construction and contraction joints were identified at the bridge during the construction plan review. In addition, the majority of these joints were not visible during the physical inspection and are suspect for containing a building material that contains asbestos.

Based on a review of the construction plans dated April 22, 1982 (Traverse Section & Elevation) for the bridge, six (6) building materials suspected of containing asbestos were noted as being used during construction of the bridge. These suspect materials consist of the following:

Item

No. Suspect Material/Location/Quantity

1. 4-inch Water Line – Running length of bridge. Quantity of this suspect material located on the bridge is approximately 90 linear feet.
2. 12-inch Gas Line - Running length of bridge. Quantity of this suspect material located on the bridge is approximately 90 linear feet.
3. 2-inch Gas Line - Running length of bridge. Quantity of this suspect material located on the bridge is approximately 90 linear feet.
4. 1/8-inch Preformed Bearing Pads – located in piers and abutments. Quantity of this suspect material located on the bridge is 64 square feet.
5. 1-inch Preformed Expansion Joint Filler – located in abutments. Quantity of this suspect material located on the bridge is 165 square feet.
6. 1 1/8-inch Preformed Expansion Joint Filler – located in piers. Quantity of this suspect material located on the bridge is 35 square feet.

During the physical inspection of the bridge, four (4) suspect ACMs were visually identified and subsequently sampled to determine their asbestos content, if any. The suspect materials identified during the physical inspection, their location on the bridge structure, the bulk sampling number, and their asbestos content and quantity, if identified as containing asbestos, are outlined in the table below:

| Item No. | Suspect Material | Location | Sample No. | Asbestos Content (Percent) | Quantity of ACM Identified |
|----------|---------------------|--|------------|----------------------------|----------------------------|
| 7. | Foam Gasket - Gray | Located in Parapet Walls and between Deck Slabs | 01 | ND | NA |
| | | | 02 | ND | NA |
| 8. | Tar Wrapping - Gray | Associated with 2-inch Pipe Line Located on North side of Bridge (Similar to Item No. 3, above) | 03 | ND | NA |
| | | | 04 | ND | NA |
| 9. | Block Insulation | Associated with 4-inch Pipe Line Located on North side of Bridge (Similar to Item No. 1, above) | 05 | ND | NA |
| | | | 06 | ND | NA |
| | | | 07 | ND | NA |
| 10. | Tar Wrapping - Gray | Associated with 12-inch Pipe Line Located on South side of Bridge (Similar to Item No. 2, above) | 08 | ND | NA |
| | | | 09 | ND | NA |

ND = None Detected; NA = Not Applicable

The building materials identified during the construction plan review were considered suspect materials, based on the assumption that these materials are typically coated or comprised of an asbestos-containing material, physically contain an asbestos-containing material(s), or are identified by their description as an "asbestos" material.

RECOMMENDATIONS

Based on the findings from the asbestos survey of the subject bridge, the following recommendations are presented for consideration:

1. Even though not identified during the physical inspection, the suspect building materials identified during the construction plan review may be present on the bridge structure; hence the outside contractor(s) should be notified that these suspect building materials may also be present on the bridge structure.
2. Submit the Ohio Environmental Protection Agency (OEPA), "Notification of Demolition and Renovation" form (Notification form) to the OEPA ten (10) days prior to any demolition activities being performed. Demolition is defined as the wrecking or taking out of any load-supporting structural member at a bridge.

HzW has completed a copy of the OEPA's Notification form for the subject bridge. A copy of the completed form is included as **Attachment 3**.

Mr. Dean A. Palmer, P.E.
April 19, 2013
Page 4

3. As indicated in the OEPA "Notification of Demolition and Renovation" form, Section XVII, ensure that an individual trained in the provisions of the National Emissions Standard for Hazardous Air Pollutants (NESHAP) is on site during any renovation or demolition activities performed at the subject bridge. This individual should be certified by the Ohio Department of Health as an Asbestos Hazard Evaluation Specialist.

HZW appreciates the opportunity you have given us to provide professional services to Richland Engineering Limited. Should you have any questions regarding the information presented in this letter report, please do not hesitate to contact us.

Sincerely,

HZW ENVIRONMENTAL CONSULTANTS, LLC



Carmen A. Rocco III
Certified Asbestos Hazard Evaluation Specialist (ODH Licensed No. 33794)



Joan A. Sablar
Senior Industrial Hygienist

CAR\car\jas\js\H13070
Attachments
I:\2013\H13070\Third Street S.E. Bridge Asbestos Survey.doc

ATTACHMENT 1

PHOTOGRAPHIC LOG



Photograph 01
View Looking East at the Top Side of the Third Street S.E. Bridge
Over the Middle Branch of Nimishillen Creek, Stark County, Ohio



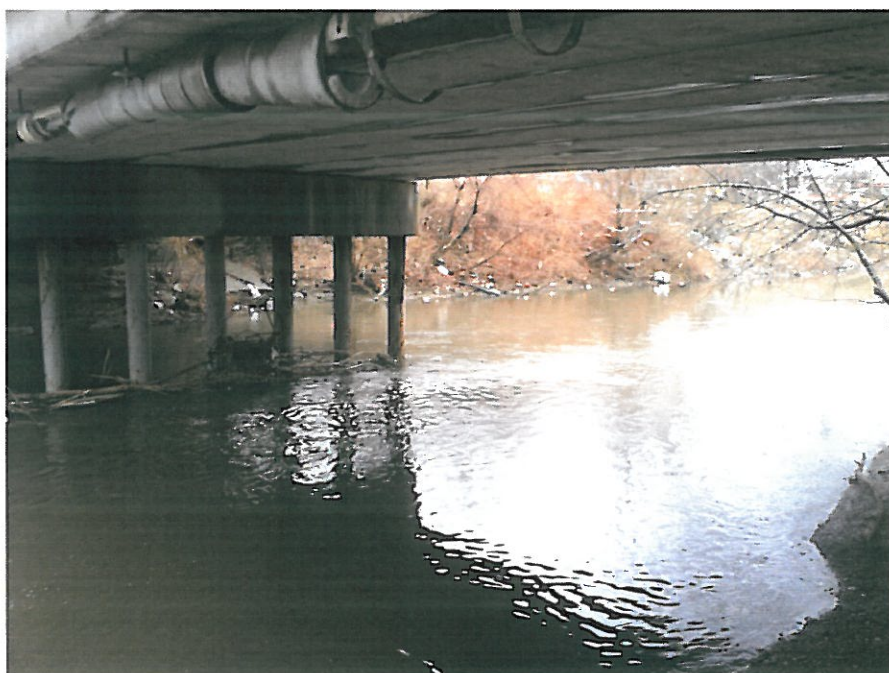
Photograph 02
View Looking West at the Top Side of the Third Street S.E. Bridge
Over the Middle Branch of Nimishillen Creek, Stark County, Ohio



H2W ENVIRONMENTAL



Photograph 03
View Looking Northwest at the Underside of the Third Street S.E. Bridge
Over the Middle Branch of Nimishillen Creek, Stark County, Ohio



Photograph 04
View Looking Southeast at the Underside of the Third Street S.E. Bridge
Over the Middle Branch of Nimishillen Creek, Stark County, Ohio



ATTACHMENT 2

LABORATORY ANALYTICAL REPORT

CERTIFICATE OF ANALYSIS

Client: HZW Environmental Consultants

6105 Heisley Rd.

Mentor OH 44060

Report Date: 3/28/2013

Report No.: 299881

Project: 3rd Street Bridge S/E

Project No.: H13070

BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 4952914

Description / Location: Grey Foam Gasket

Client No.: 01

| % Asbestos | Type | % Non-Asbestos Fibrous Material | Type | % Non-Fibrous Material |
|---------------|---------------|---------------------------------|---------------|------------------------|
| None Detected | None Detected | None Detected | None Detected | 100 |

Lab No.: 4952915

Description / Location: Grey Foam Gasket

Client No.: 02

| % Asbestos | Type | % Non-Asbestos Fibrous Material | Type | % Non-Fibrous Material |
|---------------|---------------|---------------------------------|---------------|------------------------|
| None Detected | None Detected | None Detected | None Detected | 100 |

Lab No.: 4952916

Description / Location: Silver Wrap

Client No.: 03

| % Asbestos | Type | % Non-Asbestos Fibrous Material | Type | % Non-Fibrous Material |
|---------------|---------------|---------------------------------|-----------|------------------------|
| None Detected | None Detected | 30 | Synthetic | 70 |

Lab No.: 4952917

Description / Location: Silver Wrap

Client No.: 04

| % Asbestos | Type | % Non-Asbestos Fibrous Material | Type | % Non-Fibrous Material |
|---------------|---------------|---------------------------------|-----------|------------------------|
| None Detected | None Detected | 30 | Synthetic | 70 |

Accreditations:

NIST-NVLAP No. 101165-0

NY-DOH No. 11021

AIHA-LAP, LLC No. 100188

*This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any agency of the U.S. government
This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method:

EPA 600/R-93/116, by Polarized Light Microscopy

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: T. Barkley

Approved By:

Date: 3/28/2013

CERTIFICATE OF ANALYSIS

Client: HZW Environmental Consultants
6105 Heisley Rd.
Mentor OH 44060

Report Date: 3/28/2013
Report No.: 299881
Project: 3rd Street Bridge S/E
Project No.: H13070

BULK SAMPLE ANALYSIS SUMMARY

| | | | | |
|-------------------------|---|--|-------------|-------------------------------|
| Lab No.: 4952918 | Description / Location: White Insulation | | | |
| Client No.: 05 | | | | |
| <u>% Asbestos</u> | <u>Type</u> | <u>% Non-Asbestos Fibrous Material</u> | <u>Type</u> | <u>% Non-Fibrous Material</u> |
| None Detected | None Detected | 20 | Synthetic | 80 |

| | | | | |
|-------------------------|---|--|-------------|-------------------------------|
| Lab No.: 4952919 | Description / Location: White Insulation | | | |
| Client No.: 06 | | | | |
| <u>% Asbestos</u> | <u>Type</u> | <u>% Non-Asbestos Fibrous Material</u> | <u>Type</u> | <u>% Non-Fibrous Material</u> |
| None Detected | None Detected | 20 | Synthetic | 80 |

| | | | | |
|-------------------------|---|--|---------------|-------------------------------|
| Lab No.: 4952919 | Description / Location: Grey Caulk | | | Layer No.: 2 |
| Client No.: 06 | | | | |
| <u>% Asbestos</u> | <u>Type</u> | <u>% Non-Asbestos Fibrous Material</u> | <u>Type</u> | <u>% Non-Fibrous Material</u> |
| None Detected | None Detected | None Detected | None Detected | 100 |

| | | | | |
|-------------------------|---|--|-------------|-------------------------------|
| Lab No.: 4952920 | Description / Location: White Insulation | | | |
| Client No.: 07 | | | | |
| <u>% Asbestos</u> | <u>Type</u> | <u>% Non-Asbestos Fibrous Material</u> | <u>Type</u> | <u>% Non-Fibrous Material</u> |
| None Detected | None Detected | 20 | Synthetic | 80 |

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

*This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any agency of the U.S. government
This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method: EPA 600/R-93/116, by Polarized Light Microscopy

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: T. Barkley

Date: 3/28/2013

CERTIFICATE OF ANALYSIS

Client: HZW Environmental Consultants
6105 Heisley Rd.
Mentor OH 44060

Report Date: 3/28/2013
Report No.: 299881
Project: 3rd Street Bridge S/E
Project No.: H13070

BULK SAMPLE ANALYSIS SUMMARY

| | | | | |
|-------------------------|--|--|-------------|-------------------------------|
| Lab No.: 4952921 | Description / Location: Silver Wrap | | | |
| Client No.: 08 | | | | |
| <u>% Asbestos</u> | <u>Type</u> | <u>% Non-Asbestos Fibrous Material</u> | <u>Type</u> | <u>% Non-Fibrous Material</u> |
| None Detected | None Detected | 30 | Synthetic | 70 |

| | | | | |
|-------------------------|--|--|-------------|-------------------------------|
| Lab No.: 4952922 | Description / Location: Silver Wrap | | | |
| Client No.: 09 | | | | |
| <u>% Asbestos</u> | <u>Type</u> | <u>% Non-Asbestos Fibrous Material</u> | <u>Type</u> | <u>% Non-Fibrous Material</u> |
| None Detected | None Detected | 30 | Synthetic | 70 |

Accreditations: NIST-NVLAP No. 101165-0 NY-DOH No. 11021 AIHA-LAP, LLC No. 100188

*This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any agency of the U.S. government
This report shall not be reproduced except in full, without written approval of the laboratory.*

Analytical Method: EPA 600/R-93/116, by Polarized Light Microscopy

Comments: Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analysis Performed By: T. Barkley

Date: 3/28/2013



Chain of Custody / Sample Log Bulk Asbestos

9000 Commerce Parkway
Suite B
Mt. Laurel, NJ 08054
Toll Free: 877 428-4285
info@iatl.com
www.iatl.com

Client: HZW Environmental Consultants, LLC
6105 Heisley Road
Mentor, Ohio 44060

Project Name: 3rd Street Bridge S/E
Project No.: 413070

Office Phone: 440-357-1260

Cell Phone: _____

FAX / Email 1: 440-357-1510

Contact 1: Joan Sablar

Contact 2: _____

FAX / Email 2 JSablar@hzwenv.com

Special

Instructions: _____

Matrix:

☐

Air
Water

☐

Soil
Paint

☒

Bulk
Surface Dust / Wipe

☐

Other _____

Analysis Method:

☐ PLM : Bulk Asbestos Building Materials EPA 600 / R 93-116

☐ PLM : Point Counting

☐ PC : via ELAP 198.1

☐ PC : 400 Points

☐ PC : 800 Points *

☐ PC : other _____ Points *

☒

PLM : Analyze Until Positive (Positive Stop)

☒ AUP : by Homogenous Area as Noted

☐ AUP : by Material Type as Noted

☐ PLM : Non-Building Material *, **(Dust, Wipe, Tape, Soil)

☐ Soil or Vermiculite Analysis *, **

☐ PLM: Instructions for Multi-Layered Samples

☐ Analyze and Report All Separable Layers per EPA 600

☐ Report Composite for Drywall Systems per NESHAP

☐ Report All Layers and Composite Where Applicable

☐ Only Analyze and Report Specifically Noted Layer

* Additional charge and turnaround may be required. ** Alternative Method (ex: EPA 600/R-04/004) may be recommended by Laboratory.

Turnaround

Time:

Preliminary Results Requested By... _____

☐ Verbals

☐ FAX

☒ Email

date / time

☐ 10 Day

☒ 5 Day

☐ 3 Day

☐ 2 Day

☐ 1 Day*

☐ 12 Hour**

☐ 6 Hour**

☐ RUSH**

* End of next business day unless otherwise specified.

** Matrix Dependent. Please notify the lab before shipping.

Sample Numbers:

Client #(s): 01 - 09

iATL#(s): _____

E-MAILED
3/28/13 DSM 15:50

Total: _____

Please use your sample log to supply sampling information (ex. Volumes, areas, descriptions, locations, etc.) or download forms at iatl.com

Chain of Custody:

Relinquished (Name / Organization): C. Webb / HZW

Received (Name / iATL): _____

Sample Login (Name / iATL): 3/25/13

Sample Prep (Name / iATL): _____

Analysis (Name(s) / iATL): 3/28/13

QA/QC Review (Name / iATL): 3-29-13

Archived / Released: _____

QA/QC InterLAB Use: _____

Date: 03/19/13

Date: _____

Date: _____

Date: _____

Date: 21 2013

Date: _____

Date: _____

Time: 12:00pm

Time: _____

Time: _____

Time: _____

Time: _____

Time: _____

Time: _____

IATL - By _____

ATTACHMENT 3

**OHIO ENVIRONMENTAL PROTECTION AGENCY'S "NOTIFICATION OF
DEMOLITION AND RENOVATION" FORM**

OHIO ENVIRONMENTAL PROTECTION AGENCY
NOTIFICATION OF DEMOLITION AND RENOVATION

Page 2 of 2

X. Description of planned Demolition or Renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility components:

XI. Description of work practices and engineering controls to be used to comply with the requirements, including asbestos removal and waste handling emission control procedures:

XII. Waste Transporter #1

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____
Contact Person: _____ Telephone: _____ Fax: _____

Waste Transporter #2

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____
Contact Person: _____ Telephone: _____ Fax: _____

XIII. Waste Disposal

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____
Contact Person: _____ Telephone: _____ Fax: _____

XIV. Emergency Demolition: (complete Item XIV and all other sections, only if this project is an Emergency Demolition)

1. Attach a copy of the Order to this notice.
2. Name of the Authority Issuing Order: _____ Title: _____
3. Authority of Order (Citation of Code): _____
4. Date of Order (MM/DD/YY): _____ Date Ordered to Begin: _____

XV. Emergency Renovation: (Attach separate sheet with the following information if project is Emergency Renovation)

1. Date and Hour of the Emergency
2. Description of the Sudden, Unexpected Event.
3. Explanation of how event caused unsafe conditions or equipment damage or an unreasonable financial burden.

XVI. Description of procedures to be followed in the event that unexpected RACM is found or nonfriable ACM becomes crumbled, pulverized or reduced to powder.

Determine if it is regulated under NESHAP, make proper notification if required, and take the appropriate actions. Contain the material and saturate with surfactant then take the appropriate actions.

XVII. I certify that an individual trained in the provisions of NESHAPS (40 CFR PART 61, SUBPART M) will be on-site during the Demolition or Renovation and evidence that the required training has been accomplished by this person will be available during normal business hours.

Signature of Owner/Operator Date Type or Print Name and Title

XVIII. I acknowledge the existence of laws prohibiting the submission of false or misleading statements and I certify that facts contained in this notification are true, accurate and complete.

Signature of Owner/Operator Date Type or Print Name and Title

Original Notification must be mailed or hand delivered at least ten working days (Monday-Friday excluding weekends) before demolition or renovation begins, except emergency demolitions and emergency renovations (see regulation) which must be submitted as soon as possible before operations begin. (Form Revised 11/12/97)

**OHIO ENVIRONMENTAL PROTECTION AGENCY
INSTRUCTIONS FOR COMPLETING
NOTIFICATION OF DEMOLITION AND RENOVATION FORM**

General Information

Who must submit this notification? [OAC 3745-20-03 and 40 CFR 61.145(b)]

- The owner or operator means any person who leases, operates, controls, or supervises the facility being demolished or renovated, or any person who owns, leases, operates, controls or supervises the demolition or renovation (activity), or both.

The Ohio EPA notification of demolition and renovation form is required for:

- Every demolition of a facility, regardless of whether asbestos is involved. This includes all structures that will be intentionally burned for fire training purposes.
- A renovation when the amount of regulated asbestos-containing material (RACM) stripped, removed, dislodged, cut, drilled, or similarly disturbed exceeds 260 linear feet on pipes or 160 square feet on other facility components or 35 cubic feet off facility components.

When must I submit this notification?

ORIGINAL: The original notification must be **postmarked** or **hand delivered** to the Ohio EPA district office or local air agency with jurisdiction in the county where the operations will occur at least 10 working days (Monday-Friday excluding weekends) before operations begin. Please see example table below to help determine when to submit the original notification.

E-mail or FAX notification is not acceptable for original notification.

July

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|----------|-----------|-----------|----------|----------|----------|
| | 1 | 2 | 3 day 1 | 4 day 2 | 5 day 3 | 6 |
| 7 | 8 day 4 | 9 day 5 | 10 day 6 | 11 day 7 | 12 day 8 | 13 |
| 14 | 15 day 9 | 16 day 10 | 17 * | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Post mark date (and Day 1 of 10-day clock): July 3rd.

Note: Holidays are counted when they fall on a working day.

Completion of 10-day prior notification period: July 16th.

* First day work can commence (day following the 10th working day): July 17th.

REVISIONS: The notification must be updated if the amount of RACM changes by at least 20 percent, any changes in work schedules (dates or hours), any change in owner or operator, or any change in the name or location of selected waste disposal site. A revised notification may be provided by phone, email, or fax, followed in writing.

EMERGENCY DEMOLITION OR RENOVATIONS: The notification must be submitted as early as possible before, but not later than, the following working day from start of renovation or demolition activities. The notification must include the supplemental information required in Sections 14 or 15.

Where do I send my notification?

Send the notification directly to the Ohio EPA district office or local air agency with jurisdiction in the county where the operations will occur. A list of the counties and a jurisdiction map is available online at www.epa.ohio.gov/dapc/atu/asbestos.aspx

How does Ohio EPA assess fees? [ORC 3745.11(G)]

An owner or operator who is responsible for an asbestos demolition or renovation project shall pay the fees set forth in the following schedule. This applies when thresholds are greater than or equal to: 260 linear feet; 160 square feet; or 35 cubic feet.

- Each notification \$75 plus,
- Asbestos removal \$3/unit (1 unit = any combination of linear feet or square feet equal to fifty) and/or
- Asbestos cleanup \$4/cubic yard

The Ohio EPA will bill the facility owner or operator on a quarterly basis. Please be aware that some local air agencies may have additional fees.

Who can help answer questions about completing this notification?

Contact the Ohio EPA district office or local air agency with jurisdiction in the county where the operations will occur. A list of these jurisdictions and the appropriate contacts is available at www.epa.ohio.gov/dapc/atu/asbestos.aspx

Line-by-line Instructions

Operator Project # -- this is an optional space provided for the person submitting the notice to indicate their project or job number.

1. Check the type of notification:

- "Original" is the first notification submitted for a project; hard copy is required to be post-marked or hand-delivered 10 working-days prior to start of work.
- "Revision" is any notification submitted after the original due to any change in the information on the form; required if the amount of RACM changes by at least 20 percent, any changes in work schedules (dates or hours), any change in owner or operator, or any change in the name or location of selected waste disposal site. Revisions shall be numbered chronologically with Revision #1 being the first time any items on the notification form were changed. If revision is marked, please include the Revision # and specify the Sections of the form in which items were revised.
- "Cancellation" is submitted to indicate a project has been cancelled and work will not be completed.

2. Describe the building(s) or structure(s) affected by the operations. If the project includes more than one structure, be sure to complete and include the Multi-Structure Attachment Form with your Ohio EPA notification form. Include building size in square feet, specific site location, number of floors, and age in years. Also include the present and prior use (i.e., industrial, commercial, institutional, residential, vacant, etc.) of the building(s).

3. Identify the type of operation. Definitions of these terms can be found in OAC 3745-20-01. Please note emergency demolitions and renovations require additional information, see Sections 14 and 15.

- "Demolition" means the wrecking, or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.
- "Emergency demolition" means any demolition operation conducted under a written order issued by a state or local governmental agency because a facility is structurally unsound and in danger of imminent collapse.
- "Renovation" means altering a facility or one or more facility components in any way, including the stripping or removal of regulated asbestos-containing material from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.
- "Emergency renovation operation" means a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by non-routine failures of equipment.
- "Fire Training" refers to the demolition of a facility by intentional burning. All asbestos containing material, including Category I and Category II nonfriable ACM, must be removed in accordance with OAC 3745-20 before burning. Additional requirements also apply; please contact the DO/LAA with jurisdiction for additional information. <http://epa.ohio.gov/portals/41/sb/publications/BurningHouse.pdf>
- "Courtesy" means you are submitting the notification of a demolition/renovation of a non-facility or abatement project below regulatory thresholds.

- “Annual” refers to planned renovation operations over a calendar year involving a series of non-scheduled operations that are collectively greater than the threshold limits; these notifications must be submitted in the month prior to the beginning of the calendar year.
4. Declare whether or not asbestos is present in any quantity. This includes assumed asbestos containing materials such as roofing and flooring. Also specify if the facility was previously abated and year when previous asbestos abatement occurred (if applicable).
 5. Provide all owner/operator contact information.
 - Specify if this project is part of a larger project or urban demolition (installation).
 - If Yes, list contact information for Entity Coordinating Larger Project in next line (Owner/Coordinating Entity).
 - If No, list the property owner information in next line (Owner/Entity Coordinator)
 - Specify if this notification include more than one structure.
 - If Yes, ensure the Multi-Structure Attachment Form has been completed per Section 2; attach this to your notification form.
 - In the “Owner/Coordinating Entity” line, list the property owner [individual(s) who own(s) the property at the time of demolition/renovation (Note, this may be a government or private entity)] if answered No above; or list the Coordinating Entity (i.e., land bank, municipality, etc.) for the larger project if answered Yes above. Include address, contact name, phone, fax, and email for the listed Owner/Coordinating Entity.
 - Specify the name, address, contact name, phone, fax, email, and Ohio Department of Health license number (ACXXXX) for the “Asbestos Abatement Contractor” (if regulated asbestos containing material(s) is being abated).
 - Specify the name, address, contact name, phone, fax, email, for the “Onsite Demolition Contactor” (if demolition is taking place) or “Fire Department” (if demolition of a facility is by intentional burning).
 6. Include the Asbestos Hazard “Evaluation Specialist Name”, “License # (ESXXXX)”, and “procedure used to detect and analyze asbestos”. Analytical methods could include the collection of samples and sample analyses by polarized light microscopy (PLM) with dispersion staining. For samples that test under 10% asbestos content: An owner or operator may (a) elect to assume material to be greater than 1% asbestos, or, (b) require verification by point counting in which the point counting result will supercede the PLM estimation; Both choice and result should be stated on the notification. Explain any other method(s) used. All owners/operators should have the records of the asbestos assessment and analyses (inspection/survey report) on-site during active operations for reference and inspection. Such records would include a list of materials assessed, locations sampled and the sample results; this information can be found within the asbestos inspection report.
 7. Specify the amount of regulated asbestos-containing material (RACM) to be removed as follows: linear feet on pipes, square feet (surface area) on facility components, and total cubic feet or cubic yards (volume) on or off all facility components. Asbestos containing demolition debris and related materials shall be quantified in cubic feet/yards (volume). Estimate the approximate amount of Category I and Category II non-friable asbestos-containing material in the affected part of the facility that will be removed before demolition. Estimate the approximate amount of Category I and Category II non-friable asbestos-containing material in good condition in the affected part of the facility that will not be removed before demolition. If multiple addresses per notification, the combined total of all sites shall be listed in this table and individual quantities for each site shall be provided in the Multi-Structure Attachment Form.
 8. Specify the starting and ending dates for demolition or renovation even when no asbestos containing materials are present. Should the demolition or renovation not begin on the start date listed, a revised notification form shall be submitted prior to the listed start date. Please note, start date must be at least 10 working-days after postmark or hand-deliver date.
 9. Specify the scheduled dates for asbestos removal, the hours of operation, and the days of the week that asbestos removal operations will be active onsite. Please note, start date must be at least 10 working-days after postmark or hand-deliver date.
 10. Describe the demolition or renovation which will occur and the methods or operations that will be employed. Briefly describe the methods to be used to conduct the demolition or renovation. For renovations, these methods may include glove bag removal, hand stripping or scraping of asbestos containing materials. For demolitions, methods may include a wrecking ball, bulldozer, implosion, or unbolting panels or sections and carefully lowering to the ground. Examples of affected facility components may include pipe wrap, floor tile, sprayed-on insulation, transite, etc.

11. Describe the work practices and engineering controls to be used for abating (removing) each type of material listed in Section 7. Examples of work practices and engineering controls to prevent asbestos emissions at the site could include: the use of water or wetting agents, negative pressure enclosure, glove bag removal; placing into leak-tight containers or wrapping with twelve (12) mil thick polyethylene plastic sheeting which is properly labeled prior to disposal, etc. Examples of removal and waste handling procedures to prevent non-friable material from becoming friable would include: removing by sections or units taking care not to crumble, pulverize, or reduce to powder, using water to prevent any emissions, placing into leak-tight containers or wrapping with twelve (12) mil thick plastic which is properly labeled prior to disposal (including name or waste generator and location at which the waste was generated), etc.

Examples:

- A. *Wet methods to be used before, during and after removal of 2500 sq. ft. of acoustical plaster. Material will be placed into double 6-mil poly bags, properly labeled, and taken to an approved landfill.*
- B. *Full containment, negative air, adequately wet, proper PPE, double bagging when removing 600 sq. ft. of boiler breeching, 4 boiler door gaskets, and 35 flange gaskets. Bagged material will be properly labeled and taken to an EPA-approved landfill.*

12. Provide the names, addresses, and contact information of any asbestos waste transporters. Note you must also complete a Waste Shipment Record prior to consigning any asbestos containing waste materials (ACWM).
13. Provide the name, physical address, and contact information for the asbestos waste disposal site. Note it may be different from the mailing address. Check Ohio EPA website listed below for an updated list of approved asbestos accepting waste disposal sites. www.epa.ohio.gov/dapc/atu/asbestos.aspx
14. This section must be completed for emergency demolitions that meet the definitions and requirements of the regulation. **If a facility is not in imminent danger of collapse, it is not an emergency demolition even though it may be ordered to be demolished due to hazardous conditions.** Provide the name, title and agency of the state or local governmental representative who has ordered the demolition. The Authority of Order is the applicable state or local regulation under which the demolition order has been issued. You **MUST ATTACH** a copy of the demolition order to the notification.
15. This section shall be completed for emergency renovations that meet criteria described at 40 CFR 61.141 and OAC 3745-20-01. You **MUST ATTACH** a separate sheet including the four items listed on the notification form.
16. Describe the procedures to be followed in the event unexpected regulated asbestos containing (RACM) is found or nonfriable asbestos becomes material (RACM).

Examples:

- A. *Stop work, evacuate area, and demarcate the area.*
- B. *Wetting of ACM with amended water and using wet cleaning methods.*

Should the discovery of unexpected RACM change the original amount of asbestos to be abated by 20 percent or more, you must submit a revised notification pursuant to OAC 3745-20-03. A revised demolition/renovation notification must reflect the change in the amount of affected asbestos-containing material. The revised notification must also reflect the new asbestos removal start date, if applicable.

17. If asbestos is being removed or abated, you must certify a NESHAP trained person will be available during normal business hours at the demolition or renovation site. Signature must be by an authorized representative of the owner or operator.
18. In accordance with OAC 3745-20-03(E), all notifications (original and revised) shall identify the name, title, and organization of the person submitting the notification, and shall be signed and dated by the person submitting the notification.

The asbestos regulations, notification forms, guidance, local contacts, and other information can be found on Ohio EPA's asbestos program web site at www.epa.ohio.gov/dapc/atu/asbestos.aspx

Notification of Demolition and Renovation Form

Single & Multi-Structure

Division of Air Pollution Control

| | | | | | | | | | |
|--|--------|---|---|------------------------|---|---|-------------------------------|---------------------------------------|--|
| Operator Project # : | | <i>For Official Use Only</i> | | | | | | | |
| | | <input type="checkbox"/> Hand-Delivered | | Postmark : / / | | Received by Office : / / | | Notification # : | |
| 1 Notification Type (check one) | | | | | | | | | |
| <input type="checkbox"/> Original | | <input type="checkbox"/> Revision # : | | Section #s Revised: | | Offsite/Hold : <input type="checkbox"/> Yes <input type="checkbox"/> No | | <input type="checkbox"/> Cancellation | |
| 2 Facility Description (include building name, number and floor or room number). If more than one structure, use Multi-Structure Attachment form | | | | | | | | | |
| Building Name (if applicable) : | | | | | Site Location : | | | | |
| Address : | | | | | County : | | | | |
| City : | | | | | State : OH | | Zip : | | |
| Building Size (ft ²) : | | | | | No. of Floors : | | Age (years) : | | |
| Present Use : | | | | | Prior Use : | | | | |
| 3 Type of Operation (check one) | | | | | | | | | |
| <input type="checkbox"/> Demolition <input type="checkbox"/> Emergency Demolition <input type="checkbox"/> Renovation <input type="checkbox"/> Emergency Renovation <input type="checkbox"/> Fire Training <input type="checkbox"/> Annual <input type="checkbox"/> Courtesy | | | | | | | | | |
| 4 Is Asbestos Present? (check one) | | | | | | | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No, previously abated Year Abated (if applicable) : | | | | | | | | | |
| 5 Owner/Coordinating Entity, Asbestos Abatement Contractor and Onsite Demolition Contractor Information | | | | | | | | | |
| Is this project part of a larger project or urban demolition (installation)? | | | | | Does this notification include more than one structure? | | | | |
| <input type="checkbox"/> Yes (list contact information for coordinating entity below) | | | | | <input type="checkbox"/> Yes (complete the Multi-Structure Attachment Form) | | | | |
| <input type="checkbox"/> No (list contact information for property owner below) | | | | | <input type="checkbox"/> No | | | | |
| Owner/Coordinating Entity : | | | | | | | | | |
| Address : | | | | | Email : | | | | |
| City : | | | | | State : | | Zip : | | |
| Contact : | | | | | Phone : () - | | Fax : () - | | |
| Asbestos Abatement Contractor (if applicable) | | | | | On-site Demolition Contractor or Fire Department (if applicable) | | | | |
| Name : | | | | | Name : | | | | |
| Address : | | | | | Address : | | | | |
| City : | | State : | | Zip : | | City : | | State : Zip : | |
| Contact : | | License # : AC | | | Contact : | | | | |
| Phone : () - | | Fax : () - | | Phone : () - | | | Fax : () - | | |
| Email : | | | | | Email : | | | | |
| 6 Ohio Asbestos Hazard Evaluation Specialist and Evaluation Procedure | | | | | | | | | |
| Evaluation Specialist : | | | | | License # : ES | | Expiration Date : / / | | |
| Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of regulated asbestos-containing material (RACM) and Category I and Category II nonfriable asbestos-containing material: <input type="checkbox"/> PLM <input type="checkbox"/> Point Count <input type="checkbox"/> TEM <input type="checkbox"/> Other Method (Explain Below) : | | | | | | | | | |
| 7 Approximate Amount of Asbestos-Containing Materials (complete table below and Section 11 if asbestos is present) | | | | | | | | | |
| | | Material to be Removed | | | | Material NOT to be Removed | | | |
| | | RACM | Nonfriable Asbestos-Containing Material | | Nonfriable Asbestos-Containing Material | | | | |
| | | | Category I | Category II | Category I | | Category II | | |
| Pipes (linear feet) | | | | | | | | | |
| Surface Area (ft ²) | | | | | | | | | |
| Facility Components | | | | | | | | | |
| <input type="checkbox"/> ft ³ <input type="checkbox"/> yd ³ | | | | | | | | | |
| 8 Scheduled Dates of Demolition or Renovation (original notification is required 10 working days prior to the start of work) | | | | | | | | | |
| Start : / / | | | | | Complete : / / | | | | |
| 9 Asbestos Removal Dates and Work Hours (if applicable, for asbestos removal only) | | | | | | | | | |
| Start : / / | | | | | Complete : / / | | | | |
| Hours Onsite | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday | | |
| | — | — | — | — | — | — | — | | |

| | | | | | |
|--|--|---|---|--|-------------------|
| 10 | Planned Demolition or Renovation Work (check all that apply) | | | | |
| Description of planned demolition or renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used : | | | | | |
| <input type="checkbox"/> Implosion <input type="checkbox"/> Fire Training <input type="checkbox"/> Wet Methods <input type="checkbox"/> Manual Demolition <input type="checkbox"/> Mechanical Demolition <input type="checkbox"/> Other (Explain Below) : | | | | | |
| Description of affected facility components (include attachment if necessary) : | | | | | |
| 11 | Asbestos Description and Engineering Controls (if asbestos is being abated) | | | | |
| For the amount of each material listed in Section 7, describe the type(s) of ACM to be abated as well as engineering controls and work practices to be used to minimize emissions and ensure proper waste handling : | | | | | |
| 12 | Asbestos Waste Transporters (if applicable) | | | | |
| Asbestos Waste Transporter #1 | | | Asbestos Waste Transporter #2 | | |
| Name : | | | Name : | | |
| Address : | | | Address : | | |
| City : | | State : | City : | | State : |
| | | Zip : | | | Zip : |
| Contact : | | | Contact : | | |
| Phone : () - | | Fax : () - | Phone : () - | | Fax : () - |
| Email : | | | Email : | | |
| 13 | Asbestos Waste Disposal (if applicable) | | | | |
| Asbestos Waste Disposal Site : | | | Contact : | | |
| Address : | | | Email : | | |
| City : | | State : | City : | | State : |
| | | Zip : | Phone : () - | | Fax : () - |
| 14 | Emergency Demolition (complete this section if you checked Emergency Demolition in Section 3) | | | | |
| A copy of the issued order, including the following information, must be attached to this notification | | | | | |
| Government Official Issuing Order : | | | Title : | | |
| Agency : | | | Authority of Order (Citation of Code) : | | |
| Date of Order : / / | | | Demolition Date : / / | | |
| 15 | Emergency Renovation (complete this section if you checked Emergency Renovation in Section 3) | | | | |
| A separate sheet with the following information must be attached to this notification | | | | | |
| Date of Emergency : / / | | | Time of Emergency : | | |
| Description of Sudden, Unexpected Event : | | | | | |
| Explanation of how the event caused unsafe conditions or equipment damage : | | | | | |
| 16 | Procedures to be followed should unexpected RACM be discovered (check all that apply) | | | | |
| <input type="checkbox"/> Stop work and keep wet | | <input type="checkbox"/> Evacuate area | | <input type="checkbox"/> Contact licensed abatement contractor | |
| <input type="checkbox"/> Contact district office/local air authority | | <input type="checkbox"/> Demarcate area | | <input type="checkbox"/> Other (Explain Below) : | |
| | | | | | |
| 17 | Asbestos Abatement Signature (only sign below if asbestos is being removed) | | | | |
| In accordance with Ohio Administrative Code rule 3745-20-03(A)(4)(p), I certify that at least one person trained as required by paragraph (B) of rule 3745-20-04 of the Administrative Code will supervise the stripping and removal described by this notification. | | | | | |
| Signature : | | | Date : / / | | |
| Name, Title and Organization (please print) | | | | | |
| 18 | Demolition and Renovation Signature (required for all original and revised notifications) | | | | |
| I acknowledge the existence of laws prohibiting the submission of false or misleading statements and I certify that facts contained in this notification are true, accurate, and complete. | | | | | |
| Signature : | | | Date : / / | | |
| Name, Title and Organization (please print) | | | | | |
| Original notification must be mailed or hand-delivered at least 10 working days (Monday – Friday excluding weekends) before demolition or renovation begins, except emergency demolitions and emergency renovations which must be submitted as soon as possible before operations begin, but no later than the following work day. | | | | | |

Notification of Demolition and Renovation Multi-Structure Attachment Form

Division of Air Pollution Control

Note: This form to be completed and attached to Notification Form when project involves more than one structure

Project Name:

Date Submitted:

Revision #:

| Project Details | | Structure 1 | Structure 2 | Structure 3 | Structure 4 | Structure 5 |
|---------------------|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Structure Details | Site Address (include street, city, and zip) | | | | | |
| | Building Name | | | | | |
| | Present Use | | | | | |
| | Past Use | | | | | |
| Asbestos Quantities | RACM | Sf | Sf | Sf | Sf | Sf |
| | | Lf | Lf | Lf | Lf | Lf |
| | | Cf | Cf | Cf | Cf | Cf |
| | Cat. I NF to be Removed | Sf | Sf | Sf | Sf | Sf |
| | Cat. II NF to be Removed | Sf | Sf | Sf | Sf | Sf |
| | Cat. I NF to Remain | Sf | Sf | Sf | Sf | Sf |
| | Cat. II NF to Remain | Sf | Sf | Sf | Sf | Sf |
| Work Schedule | Asbestos Removal Start Date | / / | / / | / / | / / | / / |
| | Asbestos Removal Complete Date | / / | / / | / / | / / | / / |
| | Demolition/Renovation Start Date | / / | / / | / / | / / | / / |
| | Demolition/Renovation Complete Date | / / | / / | / / | / / | / / |
| Revised | Check box if details were revised | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Appendix D: Contractor's Final Release and Waiver of Lien

Project/Owner

Contractor

Project: _____

Name: _____

Address: _____

Address: _____

City State Zip

City State Zip

Owner: _____

Contractor License: _____

Contract Date: _____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of _____

Dollars (\$_____) constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this ____ day of _____ 20____

Signature

Witness to Signature:

Name Printed: _____

Title: _____

NATIONWIDE PERMITS FOR THE STATE OF OHIO



Public Notice

**U S Army Corps
of Engineers**

Huntington District
Buffalo District
Pittsburgh District

In reply refer to Public Notice No.
LRH-2016-00006-OH

Stream:
N/A

Issuance Date: March 21, 2017

Closing Date: March 18, 2022

Please address all comments and inquiries to:
U.S. Army Corps of Engineers, Huntington District
ATTN: CELRH-RD-N
502 8th Street
Huntington, WV 25701-2070

Phone: (304) 399-5210

CORPS OF ENGINEERS REGULATORY PROGRAM REISSUANCE AND ISSUANCE OF NATIONWIDE PERMITS

WITH OHIO ENVIRONMENTAL PROTECTION AGENCY 401 WATER QUALITY CERTIFICATION

and

OHIO DEPARTMENT OF NATURAL RESOURCES CONSISTENCY DETERMINATION UNDER THE COASTAL ZONE MANAGEMENT ACT

On January 6, 2017, the U.S. Army Corps of Engineers (Corps) published in the Federal Register (82 FR 1860) the final rule for the administration of its nationwide permit (NWP) program regulations under the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, and the Marine Protection, Research and Sanctuaries Act. The rule became effective on March 19, 2017. These NWPs will expire on March 18, 2022.

An integral part of the Corps' regulatory program is the concept of NWPs for minor activities. NWPs are activity specific and are designed to relieve some of the administrative burdens associated with permit processing for both the applicant and the Federal government. The NWPs are issued by the Chief of Engineers and are intended to apply throughout the entire U.S. and its territories. The Corps Districts representing Ohio have imposed regional conditions on the NWPs that are applicable throughout the entire state. For convenience, all NWPs with the appropriate regional, general, and special conditions are attached.

The NWPs are not valid until the appropriate state agency certifies the discharge does not violate state water quality standards. The Ohio Environmental Protection Agency (OEPA) granted water quality certification and imposed general conditions on NWP 19, and specific conditions on NWP nos. 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 18, 20, 22, 23, 25, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 49, 51, and 53.

The OEPA denied water quality certification for NWP 17-*Hydropower Projects*, NWP 21-*Surface Coal Mining Activities*, NWP 44-*Mining Activities*, NWP 46-*Discharges in Ditches (revoked for use in Ohio)*, NWP 48-*Commercial Shellfish Aquaculture Activities*, NWP 50-*Underground Coal Mining Activities*, and NWP 52-*Water-Based Renewable Energy Generation Pilot Projects (revoked for use in Ohio)*. Discharges that are NOT included in OEPA's certification of the NWPs must obtain either individual water quality certification or a waiver from:

Ohio Environmental Protection Agency
Division of Surface Water
PO Box 1049
Columbus, Ohio 43216-1049
(614) 644-2001

In addition, any state with a federally-approved Coastal Zone Management Act (CZMA) plan must agree with the Corps determination that the activities authorized by NWPs which are within, or will affect any land or water uses or natural resources of the state's coastal zone, are consistent with the CZMA plan. The Ohio Department of Natural Resources (ODNR) concurred with the Corps Federal Consistency Determination on NWPs nos. 1, 2, 4, 5, 6, 8, 9, 10, 11, 16, 19, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 45, 48, 49, 50, 51, and 53, and imposed specific conditions on NWP nos. 3, 7, 12, 13, 14, 15, 17, 18, 36, and 54. Activities which are NOT included in ODNR's concurrence of the NWPs must obtain a project specific CZMA consistency determination from:

Ohio Department of Natural Resources
Office of Coastal Management
105 West Shoreline Drive
Sandusky, Ohio 44870
(419) 626-7980

Some NWP activities may proceed without notifying the Corps, as long as those activities comply with all applicable terms and conditions of the NWPs, including regional conditions imposed by division engineers. A non-reporting NWP may become a reporting NWP (requires the submittal of a Pre-Construction Notification [PCN] to the Corps in accordance with NWP General Condition 32 and Regional General Condition 6) if the activity has the potential to affect a historic property (See NWP General Condition 20), federally-listed endangered or threatened species or their habitat (See NWP General Condition 18), waters of special concern (Regional General Condition 5), National Wild and Scenic Rivers (See NWP General Condition 16 and Regional General Condition 6(d)) or waters listed in Regional General Condition 4 during the in-water restriction periods established by the ODNR. **Applicants must review the water quality certification general and NWP-specific terms and conditions and submit an application to the OEPA, at the address provided above, when an individual 401 Water Quality Certification is required.**

Many of the proposed NWP's require advance notification (PCN) to the district engineer before commencing those activities, to ensure that the activities authorized by those NWP's cause no more than minimal individual and cumulative adverse environmental effects. The notification must be made in writing as early as possible prior to commencing the proposed activity. The notification procedures are located under NWP General Condition 32 and Regional General Condition 6. The notification to the Corps can be made concurrently with the request for individual state water quality certification, if required. The district engineer may require an individual permit for any activity determined to have more than minimal adverse environmental effects, individually or cumulatively, on the aquatic environment or would be contrary to the public interest.

The NWP's provide a simplified, expeditious means of project authorization under the various authorities of the Corps. We encourage prospective permit applicants to consider the advantages of NWP authorization during the preliminary design of their projects. Assistance and further information regarding all aspects of the Corps regulatory program may be obtained by contacting:

BUFFALO DISTRICT

Address: U.S. Army Corps of Engineers, Buffalo District
1776 Niagara Street
Buffalo, New York 14207-3199
Phone: (716) 879-4330

HUNTINGTON DISTRICT

Address: U.S. Army Corps of Engineers, Huntington District
502 Eighth Street
Huntington, West Virginia 25701-2070
Phone: (304) 399-5210

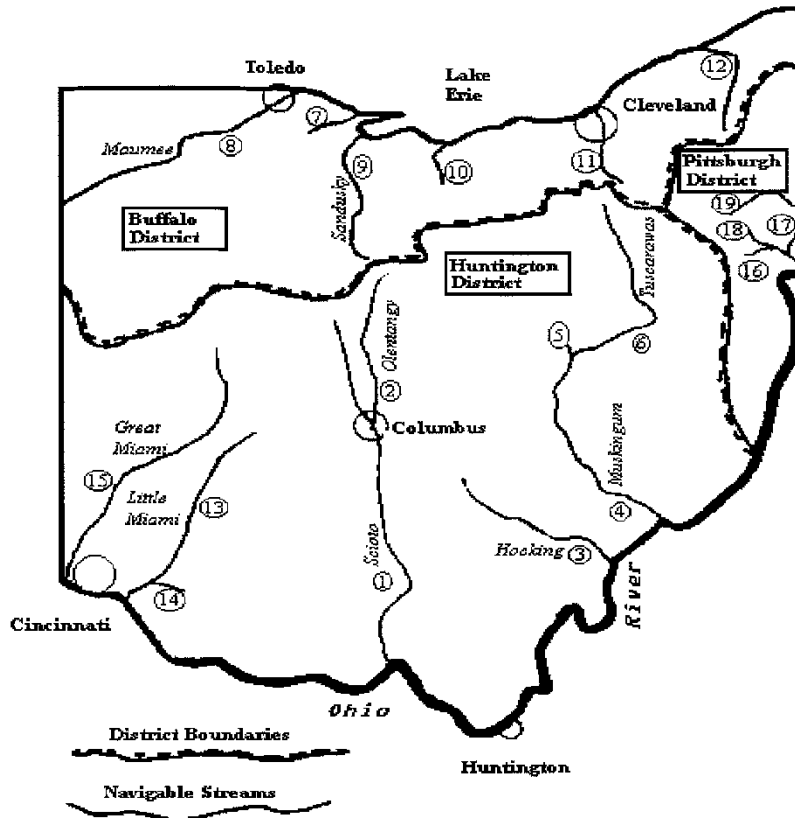
LOUISVILLE DISTRICT

Address: U.S. Army Corps of Engineers, Louisville District
Post Office Box 59
Louisville, Kentucky 40201-0059
Phone: (502) 315-6733

PITTSBURGH DISTRICT

Address: U.S. Army Corps of Engineers, Pittsburgh District
William S. Moorhead Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222-4186
Phone: (412) 395-7155

Below is a map showing the district boundaries for the State of Ohio.



Navigable Limits of Major Section 10 Streams in Ohio (Due to the scale of this map, all Section 10 streams are not shown. Contact the proper District office for information.)

Huntington District

Scioto River.....175.0 miles
 Olentangy River.....74.3 miles
 Hocking River.....79.0 miles
 Muskingum River.....112.5 miles
 Walhonding River.....8.8 miles
 Tuscarawas River.....113.3 miles
 Great Miami River.....117.0 miles
 Little Miami River.....90.7 miles
 E. Fk. Little Miami River.....6.4 miles

Louisville District

Ohio River below MP 438

Buffalo District

Portage River.....12.0 miles
 Maumee River.....To Ind. St. Line
 Sandusky River.....96.0 miles
 Huron River.....10.0 miles
 Cuyahoga River.....41.1 miles
 Grand River.....91.6 miles

Pittsburgh District

Little Beaver Creek.....15.7 miles
 Middle Fk. L. B. Creek...17.3 miles
 North Fk. L. B. Creek....14.3 miles
 Mahoning River.....41.0 miles

Note: The Huntington District processes all highway projects where the Ohio Department of Transportation is the applicant.

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A. Special Note. For NWP's that do not require pre-construction notification to the Corps, it is an applicant's responsibility to review the Water Quality Certification general and NWP-specific terms and conditions and submit information to the OEPA as required by their water quality certification. Many high quality waters in Ohio require an individual 401 or authorization. A project that meets the terms and conditions of a NWP with no Pre-Construction Notification to the Corps is only valid when accompanied by a blanket or individual 401 Water Quality Certification from the OEPA. No work in waters of the United States may commence until the required 401 water quality certification (or waiver) has been obtained from the OEPA. For a map of waters where projects will be required to have an individual 401 or authorization from Ohio EPA for the NWP to be valid, please select the Nationwide Permit tab located at www.epa.ohio.gov/dsw/401/permitting.aspx or contact the OEPA at:

Ohio Environmental Protection Agency, Division of Surface Water
Lazarus Government Center
50 West Town Street, Suite 700
Columbus, Ohio 43215
(614) 644-2001

B. Nationwide Permits Regional General Conditions (Applies to All Nationwide Permits):

1. Nationwide Permits shall not authorize any activity which negatively impacts bogs and/or fens.
2. No nationwide permit may be used in Lake Erie for purposes of diverting water from the Great Lakes.
3. Nationwide Permits shall not authorize any activity which has an adverse impact on littoral transport within Lake Erie.
4. **In-Water Work Exclusion Dates:** Any regulated work associated with a nationwide permit cannot take place during the restricted period of the following Ohio Department of Natural Resources (ODNR) In-Water Work Restrictions, unless the applicant receives advanced written approval from the ODNR and notifies the district engineer in accordance with Nationwide Permit General Condition 32 and Regional General Condition 6 and receives written approval from the Corps:

| Location | Restricted Period |
|--------------------|-------------------|
| Percid streams a | 3/15 - 6/30 |
| Salmonid streams b | 9/15 - 6/30 |
| Other streams c | 4/15 - 6/30 |

a. **Great Miami River** (dam south of New Baltimore to mouth), **Hocking River** (falls at White's Mill to mouth), **Little Miami River** (dam at Waynesville to mouth), **Maumee River** (split dam at Grand Rapids to mouth), **Maumee Bay**, **Muskingum River** (Devola Dam No.2 north of Marietta to mouth), **Ohio Brush Creek** (S.R. 32 bridge to mouth), **Ohio River** (entire reach), **Portage River** (entire reach), **Sandusky River** (first dam to mouth), **Sandusky Bay**, **Scioto River** (S.R. 207 bridge north of Chillicothe to mouth), **Toussaint River** (entire reach).

b. **Arcola Creek** (entire reach), **Ashtabula River** (Hadlock Rd. to mouth), **Ashtabula Harbor**, **Aurora Branch** (Chagrin River (RM 0.38 to mouth)), **Big Creek** (Grand River (Girdled Road to mouth)), **Black River** (entire reach), **Chagrin River** (Chagrin Falls to mouth), **Cold Creek** (entire reach), **Conneaut Creek** (entire reach), **Conneaut Harbor**, **Corporation Creek** (Chagrin River (entire reach)), **Cowles Creek** (entire reach), **Ellison Creek** (Grand River (entire reach)), **Euclid Creek** (entire reach), **Grand River** (dam at Harpersfield Covered Bridge Park to mouth), **Fairport Harbor**, **Gulley Brook** (Chagrin River (entire reach)), **Huron River** (East Branch-West Branch confluence to mouth), **Indian Creek** (entire reach), **Kellogg Creek** (Grand River (entire reach)), **Mill Creek** (Grand River (entire reach)), **Paine Creek** (Grand River (Paine Falls to mouth)), **Rocky River** (East Branch-West Branch confluence to mouth), **Smokey Run** (Conneaut Creek (entire reach)), **Turkey Creek** (entire reach), **Vermilion River** (dam at Wakeman upstream of the US 20 & SR 60 bridge to mouth), **Ward Creek** (Chagrin River (entire reach)), **Wheeler Creek** (entire reach), **Whitman Creek** (entire reach).

c. **Exceptional Warmwater Habitat, Cold Water Habitat, Warmwater Habitat**, or streams with known occurrences of threatened and/or endangered (T&E) species. Includes **Lake Erie & bays** not listed above. Special conditions (such as occurrence of T & E species) may mandate local variation of restrictions.

Note 1: To determine the defined Aquatic Life Habitat designation for a stream and project segment, refer to: www.epa.ohio.gov/dsw/rules/3745_1.aspx

Note 2: This condition does not apply to Ohio Department of Transportation projects that are covered under the "Memorandum of Agreement Between The Ohio Department of Transportation, The Ohio Department of Natural Resources, and The United States Fish and Wildlife Service For Interagency Coordination For Projects Which Require Consultation Under the Endangered Species Act, Impact State Listed Species, and/or Modify Jurisdictional Waters 2016 Agreement Number: 19394".

5. Waters of Special Concern: PCN in accordance with Nationwide Permit General Condition 32 and Regional General Condition 6 is required for regulated activities in the following resources:

- a. **Endangered Species and Threatened Species:** Due to the potential presence of federally threatened or endangered species or their habitats, Notification in accordance with Nationwide Permit General Condition 32, Regional General Condition 6 and General Condition 18 is required for any regulated activity in jurisdictional waters of the United States in Ohio that includes:
- the removal of trees providing suitable roosting, foraging, or traveling habitat for the federally-listed endangered Indiana bat and the federally-listed threatened northern long-

eared bat. Suitable roosting, foraging, and traveling habitat is defined as forests, woodlots, fencerows comprised of trees, riparian forests, or other wooded corridors containing live trees and/or snags ≥ 3 inches diameter at breast height (dbh). Individual trees may be considered suitable habitat when they are ≥ 3 inches diameter at breast height (dbh) and have any exfoliating bark, cracks, crevices, hollows and/or cavities and are located within 1,000 feet (305 meters) of other forested/wooded habitat; or

- regulated work in the waterway or township of the corresponding counties listed in Appendix 1.

***Note 1:** Applicants must ensure they are referencing the latest version of Appendix 1 by contacting their nearest Corps district office and visiting the online resources identified in General Condition 18(f) of these NWP, since federally-listed species are continuously listed, proposed for listing, and/or de-listed.

***Note 2:** As mentioned in General Condition 18-Endangered Species, Federal Agencies should follow their own procedures for complying with the requirements of the ESA. Federal applicants, including applicants that have received federal funding, must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

***Note 3:** Suitable summer habitat for the federally-listed endangered Indiana bat and the federally-listed threatened northern long-eared bat consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 3 inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat.

***Note 4:** Appendix 1 is not applicable to the federally-listed endangered Indiana bat and the federally-listed threatened northern long-eared bat as both of these mammal species are known to occur throughout the State of Ohio. Appendix 1 column 1 is specific to federally-listed endangered, threatened, or proposed federally-listed endangered or threatened aquatic species (i.e. mussels and fish). Appendix 1 column 2 is specific to federally-listed endangered, threatened, or proposed federally-listed endangered or threatened semi-aquatic and terrestrial species (i.e. insects, birds, reptiles, amphibians).

b. Critical Resource Waters:

- In Ohio, two areas have been designated critical habitat for the piping plover (*Charadrius melodus*) and are defined as lands 0.62 mile inland from normal high water line. Unit OH-1 extends from the mouth of Sawmill Creek to the western property boundary of Sheldon Marsh State Natural Area, Erie County, encompassing approximately 2.0 miles. Unit OH-2 extends from the eastern boundary line of Headland Dunes Nature Preserve to the western boundary of the Nature Preserve and Headland Dunes State Park, Lake County, encompassing approximately 0.5 mile.

- In Ohio, three areas have been designated critical habitat for the rabbitsfoot mussel (*Quadrula cylindrica cylindrica*). Unit RF26 includes 17.5 rkm (10.9 rmi) of the Walhonding River from the convergence of the Kokosing and Mohican Rivers downstream to Ohio Highway 60 near Warsaw, Coshocton County, Ohio. Unit RF27 includes 33.3 rkm (20.7 rmi) of Little Darby Creek from Ohio Highway 161 near Chuckery, Union County, Ohio, downstream to U.S. Highway 40 near West Jefferson, Madison County, Ohio. Unit RF29 includes 7.7 rkm (4.8 rmi) of Fish Creek from the Indiana and Ohio State line northwest of Edgerton, Ohio, downstream to its confluence with the St. Joseph's River north of Edgerton, Williams County, Ohio.
 - Old Woman Creek National Estuarine Research Preserve.
- c. **Oak Openings:** Wetland activities conducted in the Oak Openings Region of Northwest Ohio located in Lucas, Henry, and Fulton counties. For a map of the Oak Openings Region, visit <http://metroparkstoledo.com/media/2340/oak-openings-metropark.pdf>
6. **PCN Submittals:** In addition to the information required under Nationwide Permit General Condition 32, the following information must be provided with the PCN:
- a. **Illustrations/Drawings:** The illustrations/drawings must clearly depict the project boundaries and include all elements and phases of the proposed work, latitude and longitude of the project site, and the county where the proposed work would occur. Three types of illustrations or drawings are required to properly depict the work proposed to be undertaken. These illustrations or drawings are identified as a Vicinity Map (i.e. a location map such as a USGS topographical map), a Plan View and a Typical Cross-Section. Each illustration or drawing should identify the project, the applicant, and the type of illustration (vicinity map, plan view or cross-section). In addition, each illustration or drawing should be identified with a figure or attachment number.
 - b. **United States Fish & Wildlife Service (USFWS):** Sufficient information must be provided in the PCN to determine the proposed activity's compliance with NWP General Condition 18. Prior to submitting PCN, it is recommended that the applicant contact the USFWS, Ohio Ecological Services Field Office by phone at (614) 416-8993, by e-mail at ohio@fws.gov, or by writing to 4625 Morse Road, Suite 104, Columbus, Ohio 43230. The USFWS can provide information to assist in complying with Nationwide Permit General Condition 18 pertaining to endangered species and Nationwide Permit General Condition 19 pertaining to migratory birds and bald and golden eagles. The USFWS can also provide project recommendations specific to Federal Candidate species. Federal Candidate species are those for which the USFWS has sufficient information to propose them as endangered or threatened under the Endangered Species Act, but for which a listing proposal is precluded by other higher priority listing activities. All relevant information obtained from the USFWS should be submitted with the Notification.
 - c. **Cultural Resources:** Sufficient information must be provided in the PCN to determine the proposed activity's compliance with NWP General Condition 20. The PCN should provide justified conclusions concerning whether or not the proposed activity could affect any historic properties listed, determined to be eligible, or which you have reason to believe may be eligible, for listing on the National Register of Historic Places (NRHP). This data

will be used by the Corps to determine if the proposed activity has the potential to affect historic properties. Be advised that further effort may be required to take into account the effects the proposed activity may have on historic properties, as required by the National Historic Preservation Act of 1966. To ensure compliance with Nationwide Permit General Condition 20, the following basic project information is needed:

- A detailed description of the project site in its current condition (i.e. prior to construction activities) including information on the terrain and topography of the project site, the acreage of the project site, the proximity of the project site to major waterways, and any known disturbances within the project site. Photographs, keyed to mapping, are also needed which show the site conditions and all buildings or structures both within the project site and on adjacent parcels;
- A detailed description of past land uses in the project site. Particular attention should be given to past activities pertinent to the potential for historic properties to exist in the project area. Photographs and maps supporting past land uses should be provided as available;
- A detailed description of the construction activities proposed to take place on the project site and a comparison of how the site will look after completion of the project compared to how it looked before the project;
- Information regarding any past cultural resource studies or coordination pertinent to the project area, if available; and
- Any other data the applicant deems pertinent.

The applicant is encouraged to consult with the Ohio State Historic Preservation Office (OSHPO) staff and professionals meeting the Professional Qualification Standards as set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) during this data gathering process. These professionals can assist with compiling the basic project information discussed above and should provide recommendations as to whether or not the proposed project has the potential to affect historic properties and if further effort is required or not required to identify historic properties or assess potential effects to historic properties. These professionals can also compile basic preliminary review information to submit to the district engineer. A preliminary resource review encompasses a search radius of two (2) miles, centered on the project area, and consists of the following resources:

- OSHPO United States Geological Survey (USGS) 7.5' series topographic maps;
- Ohio Archaeological Inventory (OAI) files;
- Ohio Historic Inventory files (OHI);
- OSHPO Cultural Resources Management (CRM)/contract archaeology files;
- NRHP files including Historic Districts; and

- County atlases, histories and historic USGS 15' series topographic map(s).

As an alternative to submitting the information described above, the applicant may choose to complete the OSHPO Section 106 Review Project Summary Form or request comments from the OSHPO and the District Engineer on specific requirements appropriate to the particular circumstances of the project. Similarly, the applicant may choose to hire someone meeting the Professional Qualification Standards as set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) to conduct what they recommend to be appropriate historic property identification efforts (e.g. archaeological survey and/or historic structure inventories) to expedite the review process. Be advised, undertaking identification efforts prior to consideration of the potential of the proposed activity to affect historic properties by the Corps is not without risk. It is possible that previous efforts could be determined insufficient or even potentially unnecessary once reviewed by the Corps and other consulting parties.

Upon receipt and review of the information listed above, the Corps will evaluate the submittal. If Corps determines the proposed activity has the potential to cause effects to a historic property, the Corps will seek consulting parties. In consultation with those parties, the Corps will scope appropriate historic property identification efforts and take into account the effect of the proposed activity on historic properties.

- d. **National Wild and Scenic Rivers:** Prior to submitting a PCN for work in a National Wild and Scenic River System, it is recommended that the applicant contact the National Park Service Regional Wild and Scenic Rivers Specialist, at the Midwest Regional Office, 601 Riverfront Drive, Omaha, Nebraska 68102, for assistance in complying with Nationwide Permit General Condition 17. Any determination provided by the National Park Service should be submitted with the PCN. The following are components of the National Wild and Scenic River System and require PCN to the Corps:

Big and Little Darby Creeks (National Wild and Scenic River System):

- Big Darby Creek from Champaign-Union County line downstream to the Conrail railroad trestle and from the confluence with the Little Darby Creek downstream to the Scioto River.
- Little Darby Creek from the Lafayette-Plain City Road bridge downstream to within 0.8 mile from the confluence with Big Darby Creek.
- Total designation is approximately 82 miles.

Little Beaver Creek (National Wild and Scenic River System):

- Little Beaver Creek main stem, from the confluence of West Fork with Middle Fork near Williamsport to mouth.
- North Fork from confluence of Brush Run and North Fork to confluence of North Fork with main stem at Fredericktown.
- Middle Fork from vicinity of Co. Rd. 901 (Elkton Road) bridge crossing to confluence of Middle Fork with West Fork near Williamsport.
- West Fork from vicinity of Co. Rd. 914 (Y-Camp Road) bridge crossing east to confluence of West Fork with Middle Fork near Williamsport.
- Total designation is 33 miles.

Little Miami (National Wild and Scenic River System)

- Little Miami River - St. Rt. 72 at Clifton to the Ohio River
- Caesar Creek: lower two miles of Caesars Creek.
- Total designation is 94 miles.

- e. **Agency Coordination:** To assist in agency coordination, a complete compact disc (CD) copy shall be submitted for any PCN Package greater than 15 pages and/or includes maps, drawings, spreadsheets or other similar materials which are larger than 8.5 inches by 11 inches. All files saved on the CD shall be in .pdf format. A hard copy of any oversized maps, drawings, spreadsheets etc. in the PCN package shall be submitted and accompany the complete CD. An index or table of contents shall be provided and correspond with each file saved on the CD and/or within the PCN hard copy.

| APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a) | | |
|---|---|---|
| County | Waterway (aquatic species) | Township (semi-aquatic and terrestrial species) |
| Adams | Ohio River, Scioto Brush Creek, South Fork Scioto Brush Creek | Sprigg |
| Ashtabula | Grand River, Pymatuning Creek | All townships |
| Athens | Ohio River | Alexander, Ames, Athens, Bern, Dover, Lee, Trimble, Waterloo, York |
| Brown | East Fork Little Miami River, Ohio River | Huntington |
| Butler | Great Miami River | |
| Champaign | | Mad River, Salem, Urbana |
| Clark | Little Miami River | All townships |
| Clermont | East Fork Little Miami River, Little Miami River, Ohio River | Miami, Pierce, Union |
| Clinton | | Chester |
| Columbiana | | Butler, Hanover |
| Coshocton | Killbuck Creek, Muskingum River, Walhonding River | |
| Crawford | | Auburn, Bucyrus, Cranberry |
| Cuyahoga | | Within 3 miles of the shore of Lake Erie in Brooklyn, Cleveland, Dover, East Cleveland, Euclid, Newburgh, Rockport, West Park |
| Darke | Stillwater River | |
| Defiance | St. Joseph River | Milford |
| Delaware | Mill Creek, Olentangy River | |
| Erie | | Margaretta; within 3 miles of the shore of Lake Erie in Berlin, Huron, Perkins, Sandusky, and Vermillion |
| Fairfield | | Walnut |
| Fayette | | Concord, Green, Jasper, Jefferson |

| APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a) | | |
|--|---|--|
| Franklin | Big Darby Creek, Little Darby Creek, Scioto River | |
| Fulton | Swan Creek | |
| Gallia | Ohio River | |
| Greene | Little Miami River | Bath, Spring Valley |
| Hamilton | Great Miami River, Little Miami River, Ohio River | Colerain, Columbia, Crosby, Miami, Spencer, Sycamore, Symmes, Whitewater |
| Hancock | Blanchard River | |
| Hardin | Blanchard River | Blanchard, Hale, Jackson, Roundhead |
| Hocking | | Benton, Green, Laurel, Marion, Starr, Ward, Washington |
| Holmes | | All townships |
| Huron | | New Haven, Richmond |
| Jackson | | Liberty |
| Lake | Grand River | Within 3 miles of the shore of Lake Erie in Madison, Mentor, Painesville, Willoughby |
| Lawrence | Ohio River | Decatur, Rome, Union |
| Licking | | Union |
| Logan | Great Miami River | Perry, Stokes, Zane |
| Lorain | | Within 3 miles of the shore of Lake Erie in Amherst, Avon, Black River, Brownhelm, and Sheffield |
| Lucas | Swan Creek | All townships |
| Madison | Big Darby Creek, Little Darby Creek | |
| Mahoning | | All townships |
| Marion | Tymochtee Creek | Big Island, Bowling Green, Grand, Montgomery, Salt Rock |
| Meigs | Ohio River | |
| Miami | Great Miami River, Stillwater River | |
| Montgomery | Great Miami River, Stillwater River | Mad River |
| Morgan | Muskingum River | Deerfield, Homer, Malta, Marion, Penn, Union |
| Muskingum | Muskingum River | |
| Ottawa | | All townships |
| Perry | | Bearfield, Coal, Monroe, Pike, Pleasant, Salt Lick |
| Pickaway | Big Darby Creek, Scioto River | |

| APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a) | | |
|---|---|---|
| Pike | Scioto River | |
| Portage | | All townships |
| Preble | | Gasper, Somers |
| Richland | | Plymouth |
| Ross | Salt Creek, Scioto River | Colerain |
| Sandusky | | All townships |
| Scioto | Ohio River, Scioto Brush Creek, Scioto River, South Fork Scioto Brush Creek | Nile, Rush, Union |
| Shelby | Great Miami River | |
| Summit | | Tallmadge |
| Trumbull | Pymatuning Creek | All townships |
| Union | Big Darby Creek, Little Darby Creek, Mill Creek, Treacle Creek | |
| Vinton | | Brown, Elk, Knox, Madison, Swan |
| Warren | Great Miami River, Little Miami River | Salem, Turtle Creek, Wayne |
| Washington | Muskingum River, Ohio River | |
| Wayne | | All townships |
| Williams | Fish Creek, St. Joseph River | Bridgewater, Center, Florence, Jefferson, Madison, Northwest, St. Joseph, Superior |
| Wyandot | Tymochtee Creek | Marseilles, Mifflin, Pitt |

C. Nationwide Permit Terms and Specific Regional Conditions:

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see

general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

Corps NWP 3 Specific Regional Conditions:

- a. PCN in accordance with Nationwide Permit General Condition 32 and Regional General Condition 6 is required for the following activities:
 - The replacement of any permanent vertical bulkhead greater than one foot waterward of the original alignment. A vertical bulkhead is defined as any structure, or fill, with a vertical face. It may be constructed of timber, steel, concrete, etc.;
 - Activities in Section 10 waters that involve the discharge of greater than 10 cubic yards of dredged and/or fill material below the ordinary high water mark;
 - For temporary structures, work, and discharges (including cofferdams) necessary for access fills or dewatering of construction sites occurring in Section 10 waters when the primary activity is otherwise authorized by the Corps of Engineers. The PCN must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions;
 - All activities in the Ohio River and the Muskingum River; and
 - Any stream channel modification that exceeds a distance of 50 feet upstream and 50 feet downstream of the structure.
- b. The placement of any new rip-rap when associated with an existing bridge or similar structure is limited to a total of 200 feet extending in either direction from the structure unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects..
- c. For projects located along the shorelines of Lake Erie, Sandusky Bay, and Maumee Bay, all sand and gravel located below the proposed project, both below and above ordinary high water mark (573.4 feet IGLD 1985), will be excavated down to clay or bedrock, and side cast into the nearshore area either immediately waterward or downdrift of the project area. It will be at the discretion of the district engineer to determine whether the material located below the authorized structure needs to be relocated, where it should be relocated to, and the appropriate authorization, if needed, for the relocation. Verification of the placement of the excavated material within the nearshore area shall be documented through the submittal of dated photographs and an accompanying photo location map to the district engineer within 30 days of commencement of the project.

Ohio 401 Certification Special Limitations and Conditions:

1. Ohio state certification general limitations and conditions apply to this nationwide

permit.

2. Temporary or permanent impacts to category 3 wetlands are limited to less than 0.1 acres for activities involving the repair, maintenance, replacement, or safety upgrades to existing infrastructure that meets the definition of public need. Ohio EPA will make the determination if a project meets public need during the ORAM verification process.
3. Temporary or permanent impacts to category 1 and category 2 wetlands are limited to 0.50 acres.
4. This certification does not authorize the replacement of existing structures that are open to the flow of water with structures that are not open to the flow of water.
5. For an individual stream, while the repair or replacement of an existing culvert of any length is not limited by this certification, any culvert extension shall not exceed 300 linear feet.
6. Replacement vertical bulkheads shall not be placed more than an average of one foot waterward of the intersection of the ordinary high water mark of the waterbody and the existing shoreline.
7. Removal of accumulated sediment shall occur only once per year and shall be limited to low-flow conditions, except in cases of emergency situations that threaten life or property.
8. For projects which involve temporary impacts to wetlands: upon the cessation of earth moving activities, any hydric topsoil removed from a wetland shall be separated and saved for later placement as the topmost backfill layer when the wetland is restored to grade.

Ohio CZMA Federal Consistency Determination Condition:

For all activities located within or along the shore of Ohio's portion of Lake Erie, including Maumee Bay and Sandusky bay, all applicable authorizations under the Ohio Coastal Management Program must be obtained.

D. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or

Coastal Zone Management Act consistency for a NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the

PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is

required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify

granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified

persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWP 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

E. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative

adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer

determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

F. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

G. General Limitations and Conditions for all Ohio EPA 401 Certified Nationwide Permits

A. CULVERTS

For intermittent and perennial streams:

1. When practicable, bottomless or buried culverts are required when culvert size is greater than 36" in diameter. This condition does not apply if the culverts have a gradient of greater than 1% grade or installed on bedrock. A buried culvert means that the bottom 10% by dimension shall be buried below the existing stream bed elevation.
2. The culvert shall be designed and sized to accommodate bankfull discharge and match the existing depth of flow to facilitate the passage of aquatic organisms.
3. When practicable, culverts shall be installed at the existing streambed slope, to allow for the natural movement of bedload and aquatic organisms.

B. BEST MANAGEMENT PRACTICES

1. Unless subject to a more specific storm water National Pollutant Discharge Elimination System (NPDES) permit, all best management practices for storm water management shall be designed and implemented in accordance with the most current edition of the NPDES construction general permit available at: <http://www.epa.ohio.gov/dsw/storm/index.aspx>, or any watershed specific construction general permit.
2. Sediment and erosion control measures and best management practices must be designed, installed, and maintained in effective operating condition at all times during construction activities as required by applicable NPDES permits. Proper maintenance ensures corrective measures will be implemented for failed controls within 48 hours of discovery.
3. For perennial and intermittent streams, in-stream sediment control measures shall not be utilized, with the exception of turbidity curtains parallel to the stream bank, for the purpose of sediment collection. All sediment and erosion control measures shall be entirely removed and the natural grade of the site restored once construction is completed.
4. All avoided water resources and associated buffers/riparian areas shall be demarcated in the field and protected with suitable materials (e.g., silt fencing, snow fencing, signage, etc.) prior to site disturbance. These materials shall remain in place and be maintained throughout the construction process and shall be entirely removed once construction is completed.
5. Disturbance and removal of vegetation from the project construction area is to be avoided where possible and minimized to the maximum extent practicable. Entry to surface waters shall be through a single point of access to the maximum extent practicable to minimize disturbance to riparian habitat. Unavoidable temporary impacts to forested riparian habitat shall be restored as soon as practicable after in-water work is complete using tree and shrub species native to the specific ecoregion where the project is located.
6. All dredged material placed at an upland site shall be controlled so that sediment runoff to adjacent surface waters is minimized to the maximum extent practicable.
7. Straw bales shall not be used as a form of sediment control unless used in conjunction with another structural control such as silt fencing. Straw bales may be utilized for

purposes of erosion control such as ditch checks.

8. Heavy equipment shall not be placed below the ordinary high water mark of any surface water, except when no other alternative is practicable.

9. Temporary fill for purposes of access or staging shall consist of suitable non-erodible material and shall be maintained to minimize erosion.

10. Chromated copper arsenate (CCA) and creosote treated lumber shall not be used in structures that come into contact with waters of the state.

11. All dewatering activities must be conducted in such a manner that does NOT result in a violation of water quality standards.

12. All areas of final grade must be protected from erosion within seven days.

13. All disturbed areas which remain dormant in excess of fourteen days must be protected from erosion within seven days from the last earth disturbing activity.

14. In the event of authorized in-stream activities, provisions must be established to redirect the stream flow around or through active areas of construction in a stabilized, non-erosive manner to the maximum extent possible.

C. MITIGATION

1. Compensatory mitigation is required for the discharge of dredged or fill material into wetlands for permanent impacts exceeding 0.10 acres.

2. When required, compensatory mitigation shall be provided in accordance with chapters 3745-1 and 3745-32 of the Ohio Administrative Code.

3. When compensatory mitigation will be provided wholly or in part at a mitigation bank or through an in-lieu fee program, credit purchase shall only be authorized at those banks or in-lieu fee programs approved by the Interagency Review Team (IRT) and have an active instrument signed by the director of Ohio EPA.

4. Compensatory mitigation for stream impacts, if required, shall be conducted in accordance with the requirements in the applicable Nationwide Permit.

D. DIRECTOR'S AUTHORIZATION

1. In accordance with the procedures outlined in Appendix A, Ohio EPA may grant coverage under this certification for any project that does not meet one or more of the terms and conditions for eligibility of this certification or where the district engineer has been granted authority to waive certain requirements. Coverage may be granted when Ohio EPA determines, consistent with the special limitations and conditions for each certification, and after considering comments received on the requested director's authorization, that a project will have such a minimal impact on water quality that an individual 401 WQC is not necessary provided all other terms and conditions of this certification have been met. If a director's authorization is not granted,

an individual 401 WQC must be obtained. In no case may a director's authorization issued under this certification exceed an impact threshold authorized by the Corps' Nationwide Permit.

E. NOTIFICATION TO OHIO EPA

1. For any activity proposed to be authorized under NWPs 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 18, 22, 23, 25, 27, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 49, 51, 53, and 54, when a PCN is not required by the Corps, notification to Ohio EPA is required for impacts to the following resources:

- a. category 3 wetlands;
- b. ≥ 0.10 acres of wetland.

2. Notifications required by E.1 should contain all information required by Nationwide Permit General Condition 32(b) and (c), Regional General Condition 6, and Appendix B.

3. For any activity proposed to be authorized under NWPs 4, 6, 7, 12, 13, 14, 15, 16, 18, 22, 23, 25, 29, 30, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 45, 51, 53, and 54, when a PCN is not required by the Corps, notification to Ohio EPA is required for impacts to streams located in possibly eligible areas as depicted in the GIS NWPs Stream Eligibility Map.

4. Notifications required by E.3 should contain all information required by Nationwide Permit General Condition 32(b) and (c), Regional General Condition 6, and Appendix C.

5. When notification to Ohio EPA is required by conditions E.1 and E.3 above, the applicant shall not begin the activity until either:

- a. He or she is notified in writing by Ohio EPA that the activity may proceed under the 401 WQC for the NWP; or
- b. 45 calendar days have passed from Ohio EPA's receipt of the notification and the applicant has not received written notice from Ohio EPA that additional information is necessary or that an individual 401 WQC is required.

F. MISCELLANEOUS

1. Authorization under this certification does not relieve the certification holder from the responsibility of obtaining any other federal, state or local permits, approvals or authorizations.

2. For purposes of this certification the Corps' definition of single and complete linear and non-linear projects shall be applied to all conditions regarding impacts, mitigation, and director's authorizations. If a project includes impacts that are ineligible under this certification, an applicant must apply for an individual 401 WQC or a director's authorization for those impacts to resources that do not meet one or more of the terms and conditions within this certification.

3. For purposes of this certification temporary impact means temporary activities

which facilitate the nature of the activity or aid in the access, staging, or development of construction that are short term in nature and which are expected, upon removal of the temporary impact, to result in the surface water returning to conditions which support pre-impact biological function with minimal or no human intervention within 12 months following the completion of the temporary impact. Examples of temporary impacts include, but are not limited to access roads, work pads, staging areas, and stream crossings, including utility corridors. Activities that result in a wetland conversion (e.g. forested to non-forested) are not considered temporary impacts.

4. In the event that the issuance of a nationwide permit by the Corps requires individual 401 WQC for an activity that constitutes an emergency as defined in 33 CFR 325.2(e)(4), the limitation and/or condition requiring the individual 401 WQC is not applicable and the project may proceed upon approval by the Corps provided all other terms of this certification, including mitigation, are met.

5. Representatives from Ohio EPA, Division of Surface Water will be allowed to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this certification. This includes, but is not limited to, access to and copies of any records that must be kept under the conditions of this certification; and, authorization to sample and/or monitor any discharge activity or mitigation site. Ohio EPA will make a reasonable attempt to notify the applicant of its intention to inspect the site in advance of that inspection.

6. Impacts as referenced in this certification consist of waters of the state directly impacted by the placement of fill or dredged material.

7. In accordance with the procedures outlined in Appendix B, and where specifically required in the special limitations and conditions of this certification, an applicant proposing to impact a wetland shall perform a wetland characterization analysis consistent with the Ohio Rapid Assessment Method (ORAM) to demonstrate wetland category for all projects requiring a PCN to the Corps or notification to Ohio EPA.

8. In accordance with the procedures outlined in Appendix C, and where specifically required in the special limitations and conditions of this certification, an applicant proposing to impact a stream shall determine the eligibility of the stream proposed for impact for all projects requiring a PCN to the Corps or notification to Ohio EPA.

Appendix A Director's Authorization Process

1. To apply for a director's authorization for coverage under this certification, the applicant must provide to Ohio EPA the following:
 - a. A completed Director's Authorization Request Form available on the "Director's Authorization" tab located at: <http://www.epa.ohio.gov/dsw/401/permitting.aspx>;
 - b. A copy of the pre-construction notification submitted to the Corps including all attachments;

- c. A copy of the provisional nationwide permit authorization letter issued by the Corps including all attachments and special conditions, if any;
 - d. A copy of the mitigation plan as approved by the Corps, if applicable;
 - e. A detailed description of the conditions within this certification that are not being met;
 - f. A detailed description of any NWP terms and conditions, including impact limits that the Corps district engineer has waived for the project, if applicable;
 - g. A rationale of how the applicant believes the project will minimally impact water quality for those impacts to resources that do not meet one or more of the terms and conditions within this certification, including reason(s) why the resources are unable to be avoided;
 - h. Comments received from the Ohio Department of Natural Resources and United States Fish and Wildlife Service regarding threatened and endangered species or comments from an applicant that has been authorized by these entities to make threatened and endangered species determinations;
 - i. A one-time review fee of \$2000 for the project;
 - j. A detailed description of how the project meets public need, as defined in [OAC 3745-1-50](#), for impacts to category 3 wetlands;
 - k. Documentation as required under Appendix B and C;
 - l. Any other documentation as may be required under this certification.
2. Upon receipt of the director's authorization request containing items a. through o. outlined above, excluding item c., the director will post the materials on the Ohio EPA, DSW webpage and invite public comment on the request for 15 days. The director will review and consider the comments received during the public comment period before making a decision on the director's authorization.

Appendix B ORAM Verification Process

The ORAM results shall be included with the pre-construction notification (PCN) or notification to Ohio EPA if a PCN is not required by the Corps.



For each wetland proposed for impact the applicant must provide the following information for review in accordance with the ORAM verification procedure:

- a. Complete ORAM forms prepared in accordance with the current ORAM manual;
- b. Wetland delineation prepared in accordance with the current method required by the Corps;
- c. A minimum of four high resolution color photographs taken while facing each of the four cardinal directions of each wetland proposed for impact. Photographs must accurately

depict the quality of the wetland and may not include a majority of dying or dead vegetation or excessive cover due to seasonal conditions that vegetation and substrates cannot be observed, such as leaf litter, snow, or ice. Photographs deemed to be insufficient of representing the wetland will be required to be retaken once seasonal conditions are appropriate. Photographs shall be clearly labeled with the wetland name, direction, and date;

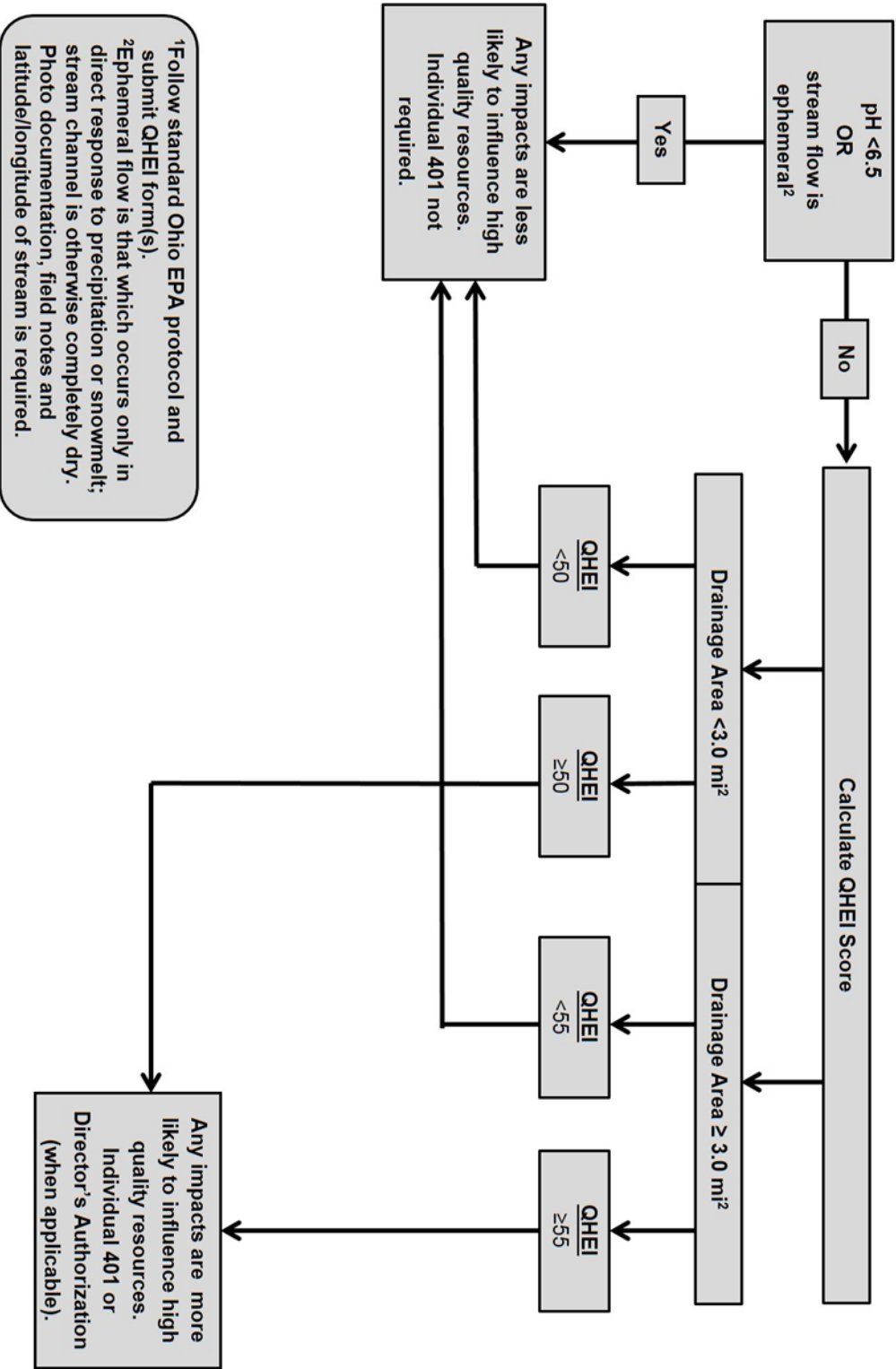
- d. USGS topographical map, National Wetlands Inventory map, Soil Survey map and aerial images (both historical and current) which clearly outline the entire wetland boundary; and
- e. Coordination letter from the Ohio Department of Natural Resources (ODNR), Natural Heritage Database indicating the presence or absence of state listed threatened or endangered species or comments from an applicant that has been authorized by ODNR to make threatened and endangered species determinations.

Appendix C Stream Eligibility Determination Process

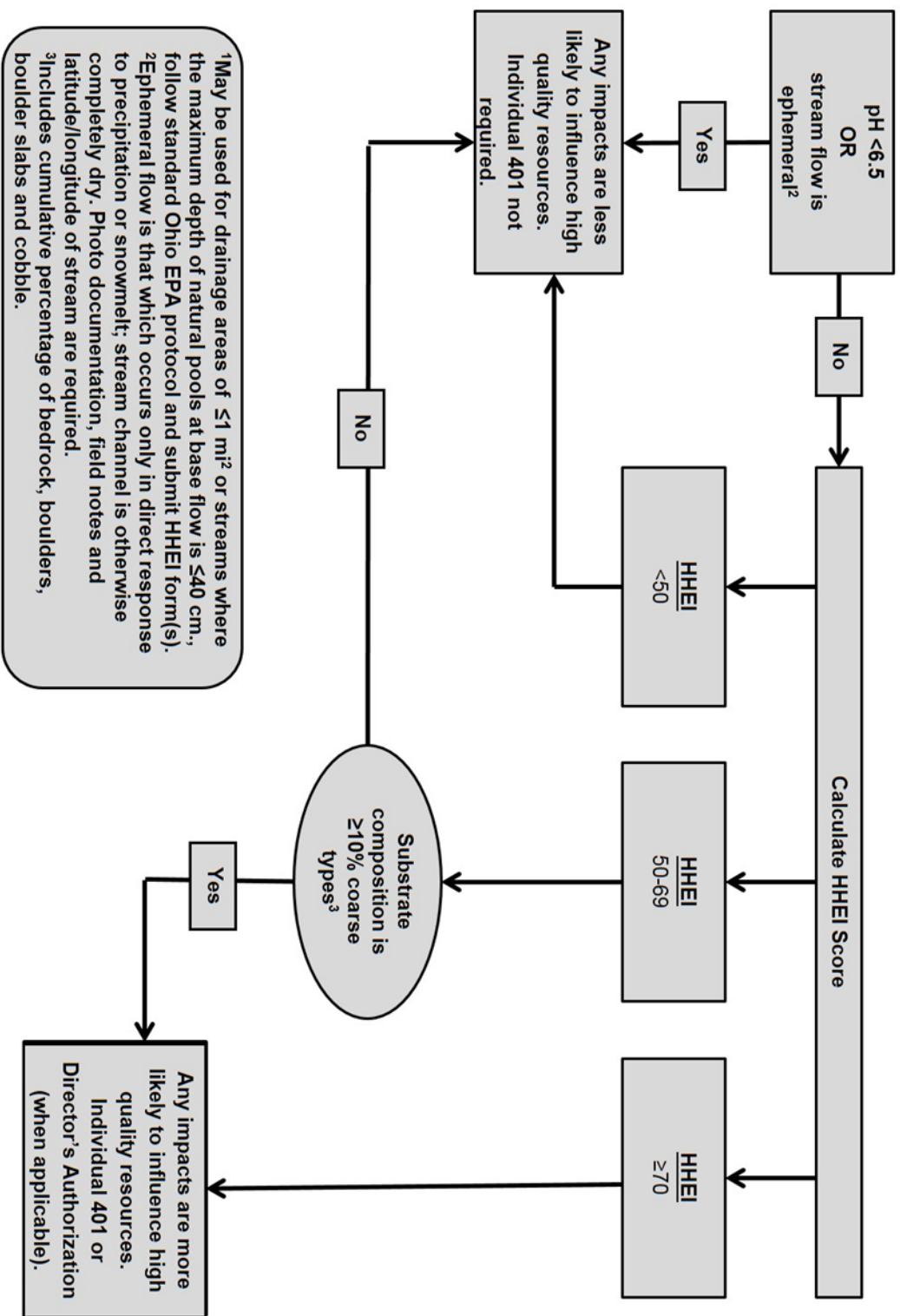
1. The stream eligibility results shall be included with the PCN or notification to Ohio EPA if a PCN is not required by the Corps. For each single and complete project with potential impacts to streams, where it is specifically required in the special limitations and conditions of this certification, the applicant shall determine if the streams proposed for impact are eligible for coverage under the 401 WQC for the Nationwide Permits using the following procedure:
 - a. Navigate to the Ohio EPA 401 website at: <http://www.epa.ohio.gov/dsw/401/permitting.aspx>
 - b. Click on the “Nationwide Permits” tab and then click on the “Stream Eligibility Web Map” link. To download the shapefile from the web map, click on the  in the upper right hand corner of the webpage and select download. To draw project boundaries directly on the web map, click on the  in the upper left hand corner of the webpage.
 - c. Using a GIS program, overlay the project boundary, streams proposed for impact, current aerial imagery, and the stream eligibility layer. If the applicant does not have access to a GIS program, the project boundary should be drawn on the web map and a copy of the map can be printed from the webpage;
 - i. If any stream proposed for impact within the project area falls within an ineligible area, impacts to that stream are not eligible for coverage under the 401 WQC for the Nationwide Permits, and the applicant shall apply for an individual 401 WQC or a director’s authorization.
 - ii. If any stream proposed for impact within the project area falls within a possibly eligible area, the applicant shall take pH values, when applicable, and perform a Qualitative Assessment Habitat Evaluation Index (QHEI) or Headwater Habitat Evaluation Index (HHEI) assessment for the stream. Using the flow charts provided below, the applicant shall determine if impacts to that stream are eligible for coverage under the 401 WQC for the Nationwide Permits or if an individual 401 WQC is required.

- iii. If all streams proposed for impact within the project area are located within the eligible area, impacts to that stream are eligible for coverage under the 401 WQC for the Nationwide Permits and no further assessment is necessary.
- d. The applicant shall submit the following information with the PCN or notification to Ohio EPA:
 - i. Color map(s), no smaller than 8"x10", which clearly shows the project boundary, streams proposed for impact, current aerial imagery, and the stream eligibility GIS layer;
 - ii. For each stream located in possibly eligible areas;
 - (1) A minimum of three high resolution color photographs taken of the proposed impact area, including one facing upstream, one facing downstream, and a close up which clearly depicts the substrate composition and size for each stream proposed for impact. Photographs must accurately depict the quality of the stream and may not include excessive cover due to seasonal conditions that substrates cannot be observed such as snow or ice. Photographs deemed to be insufficient of representing the stream will be required to be retaken once seasonal conditions are appropriate. Photographs shall be clearly labeled with the stream name, direction, and date;
 - (2) pH values for each stream proposed for impact taken within the proposed project area, where applicable;
 - (3) Complete QHEI or HHEI sheets prepared in accordance with the current manuals; and
 - (4) Statement of whether the streams proposed for impact within the project area are eligible for coverage under the 401 WQC for the Nationwide Permits or if an individual 401 WQC or a director's authorization is required.

NWP Eligibility Flow Chart Using the QHEI¹



NWP Eligibility Flow Chart Using the HHEI¹



H. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of

the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or

standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality

(i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.

FLOOD HAZARD AREA DEVELOPMENT PERMIT

This permit is issued based on documentation that the information provided in the Flood Hazard Development Permit Application is in compliance with the City of Canton
(Community Name) Flood Damage Reduction Regulations.

Address or property location: Vehicular bridge in the 1600 blk 3rd St SE
(between Main Ct SE & Warner Rd SE)

Description of development activity: Removal of existing vehicular bridge with pier
and installation of a pedestrian bridge with no pier.

The permittee understands and agrees that:

- An as-built Elevation Certificate will be submitted to the Floodplain Administrator after the first floor of a new, substantially improved, or substantially damaged, residential or non-residential structure is constructed;
- A final Letter of Map Revision will be obtained where a Conditional Letter of Map Revision was required as part of the permit application;
- The permit is issued on the representations made herein and on the application for permit;
- The permit may be revoked because of any breach of representation;
- Once a permit is revoked all work shall cease until the permit is reissued or a new permit is issued;
- The permit will not grant any right or privilege to erect any structure or use any premises described for any purposes or in any manner prohibited by the codes or regulations of the community;
- The permittee hereby gives consent to the Floodplain Administrator to enter and inspect activity covered under the provisions of the Floodplain Management Regulations;
- The permit form will be posted in a conspicuous place on the premises in plain view; and,
- The permit will expire if no work is commenced within one year of issuance.

Issued by: _____


Floodplain Administrator
(Darla Hinderer)

Date: January 25, 2019

Permit Number: #1-19







STA-3RD ST. S.E.

LOCATION MAP

LATITUDE: 40°47'37" N LONGITUDE: 81°21'29" W



| | |
|---------------------------------------|---|
| PORTION TO BE IMPROVED..... |  |
| INTERSTATE & DIVIDED HIGHWAY..... |  |
| UNDIVIDED STATE & FEDERAL ROUTES..... |  |
| OTHER ROADS..... |  |

| | |
|-----------------------------------|--------|
| CURRENT ADT (2019) | 200 |
| DESIGN YEAR ADT (2039)..... | 250 |
| DESIGN HOURLY VOLUME (2039)..... | 25 |
| DIRECTIONAL DISTRIBUTION | 100% |
| TRUCKS (24 HOUR B&C)..... | 0% |
| DESIGN SPEED..... | 25 MPH |
| LEGAL SPEED..... | 25 MPH |
| DESIGN FUNCTIONAL CLASSIFICATION: | |
| URBAN LOCAL | |

| | |
|------------------------------|-------|
| TITLE SHEET | 1 |
| SCHEMATIC PLAN | 2 |
| TYPICAL SECTIONS | 3-4 |
| GENERAL NOTES | 5-8 |
| MAINTENANCE OF TRAFFIC | 9-11 |
| GENERAL SUMMARY | 12-14 |
| CALCULATIONS | 15-19 |
| SUBSUMMARIES | 20-21 |
| PLAN AND PROFILE | 22-23 |
| CROSS SECTIONS | 24-31 |
| INTERSECTION DETAILS | 32-33 |
| DRIVE DETAILS | 34 |
| TRAFFIC CONTROL | 35-36 |
| STRUCTURE PLANS | 37-54 |
| RIGHT OF WAY PLANS | 55-59 |

REMOVAL OF A DEFICIENT BRIDGE OVER THE MIDDLE BRANCH OF NIMISHILLEN CREEK AND INSTALLATION OF A NEW PEDESTRIAN BRIDGE. EXISTING APPROACH WILL BE CUL-DE-SAC ON EXISTING VERTICAL ALIGNMENT. INTERSECTION MODIFICATION ON 3RD ST. S.E. AT RIVERSIDE DR. S.E. INTERSECTION ENHANCEMENTS ON 3RD ST. S.E. AT WARNER AVE. ALL ASSOCIATED MINOR UTILITY WORK, GRADING, DRAINAGE, AND TRAFFIC CONTROL.

PROJECT LENGTH 0.12 MILE.

PROJECT EARTH DISTURBED AREA: 0.800 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA: 0.125 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA: 0.925 ACRES

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

I HEREBY APPROVE THESE PLANS AND DECLARE THAT THE MAKING OF THIS IMPROVEMENT WILL REQUIRE THE CLOSING TO TRAFFIC OF THE HIGHWAY AND THAT DE-TOURS WILL BE PROVIDED AS INDICATED ON SHEET II.

APPROVED: [Signature]
DATE: 4/17/19 CANTON CITY ENGINEER

**CONTACT BOTH SERVICES
CALL TWO WORKING DAYS
BEFORE YOU DIG**

CALL
1-800-362-2764
(TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

**OIL & GAS PRODUCERS PROTECTIVE
SERVICE CALL: 1-800-925-0988**

PREPARED AND RECOMMENDED BY:

RICHLAND ENGINEERING LIMITED

REL 29 NORTH PARK STREET
MANSFIELD OHIO 44902

PHONE: (419) 524-0074 FAX: (419) 524-1812

SIGNED: Patricia Schen
DATE: 2-6-19

[illegible]

FEDERAL PROJECT NO.
E120 (673)

PID NO.
91972

CONSTRUCTION PROJECT NO.

NONE

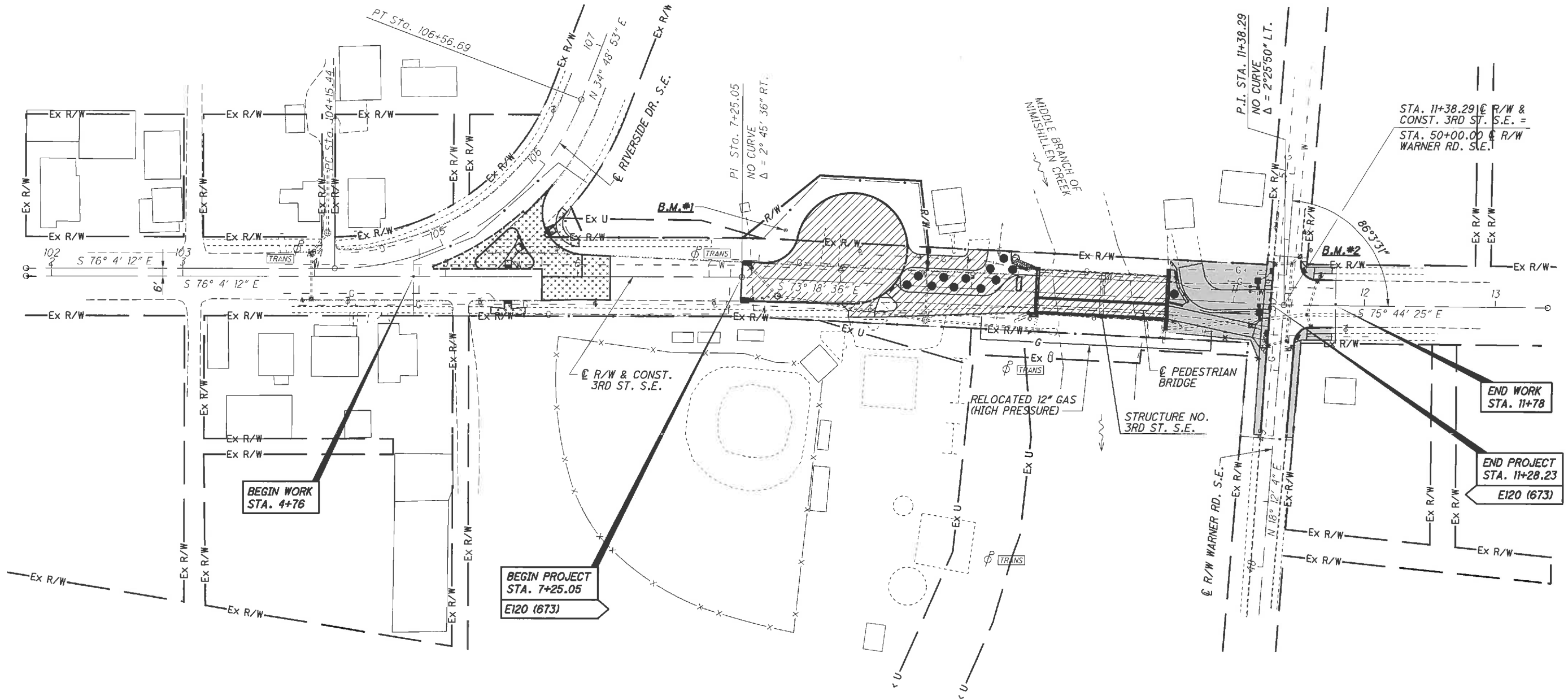
STA-3RD ST. S.E.

1
59

F:\2013\113016 3rd St Bridge\91972\roadway\sheet\91972CB101.dgn 4/16/2019 11:37:57 AM DonHelman

CURVE DATA

© RIVERSIDE DR. S.E.
P.I. STA. 105+53.19
 $\Delta = 69^{\circ}06'55''$
 $Dc = 28^{\circ}38'52''$
 $R = 200.00'$
 $T = 137.75'$
 $L = 241.26'$
 $CHD. = 226.89'$
 $BRG. = N 69^{\circ}22'21'' E$



B.M.#1: STA. 7+56.31, 37.14' LT.
SET $\frac{5}{8}$ " x 42" REBAR WITH BM CAP
ELEV. = 1034.01

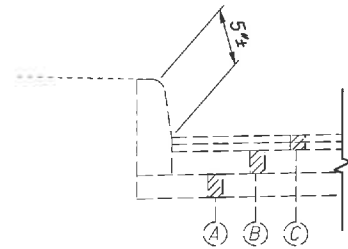
B.M.#2: STA. 11+58.36, 41.89' LT.
SET CHISELED SQUARE IN S.E. COR. TOP
CONC. STEP AT RESIDENT NO. 222 WARNER
ELEV. = 1033.63

MAINTENANCE OF TRAFFIC LEGEND

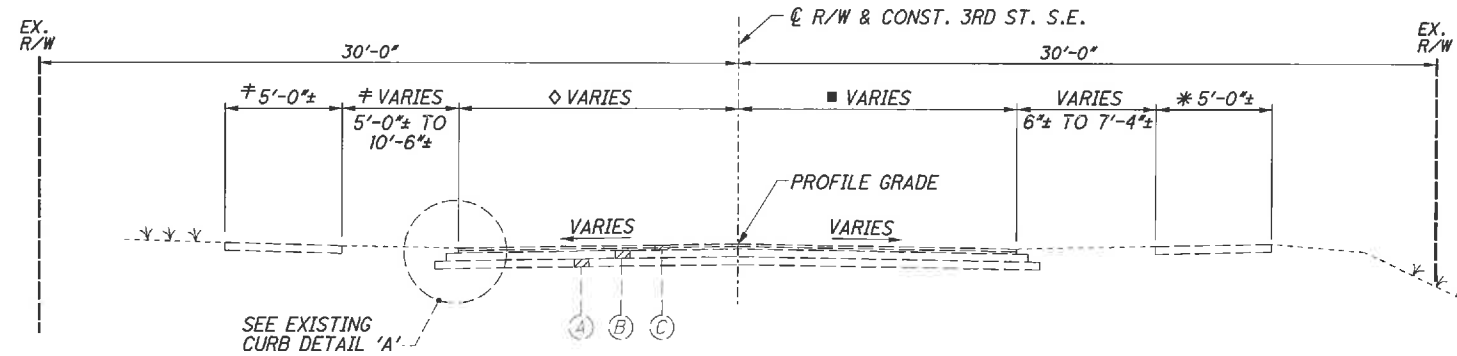
- PHASE 1 (EST. 30 DAYS)
- PHASE 2 (EST. 60 DAYS)
- PHASE 3 (EST. 30 DAYS)

SCHEMATIC PLAN

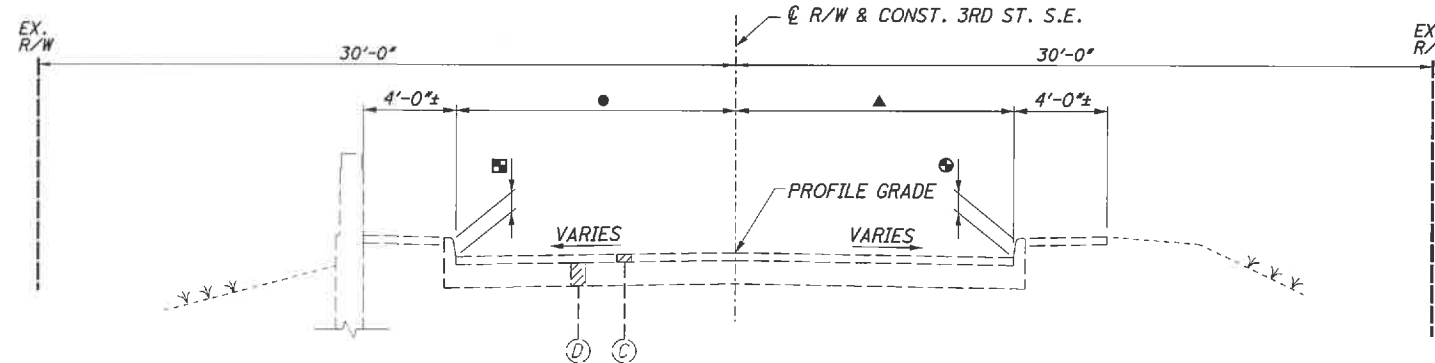
STA-3RD ST. S.E.



CURB DETAIL 'A'
STA. 5+72.91± TO STA. 9+36.63±



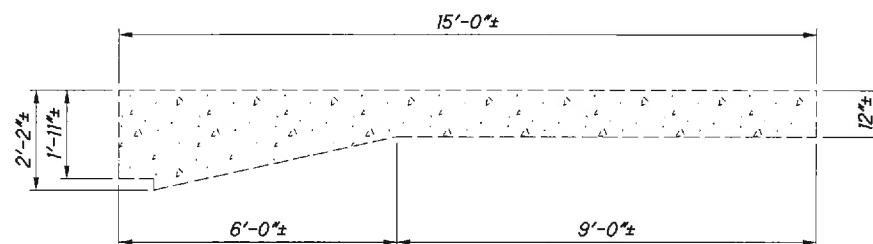
EXISTING NORMAL TYPICAL SECTION
STA. 5+72.91± TO STA. 9+36.63± = 363.72 FT.±
STA. 10+64.54± TO STA. 11+28.23± = 63.69 FT.±



- CURB DEPTH VARIES - 2" TO 9"
- CURB DEPTH VARIES - 2" TO 10 1/2"

EXISTING APPROACH SLAB TYPICAL SECTION

- STA. 9+36.63± TO STA. 9+51.63± = 15.00 FT.±
- STA. 10+49.54± TO STA. 10+64.54± = 15.00 FT.±



EXISTING APPROACH SLAB PROFILE

EXISTING LEGEND

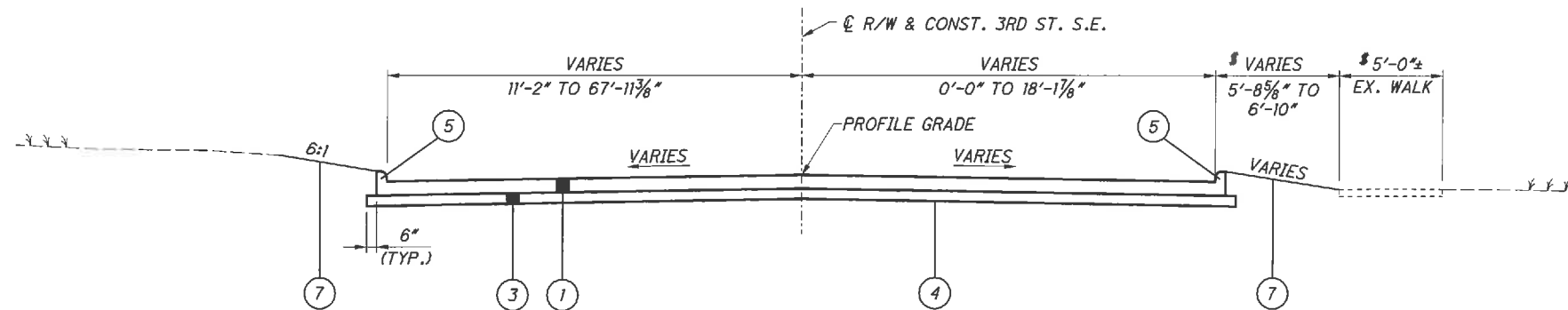
- (A) CONCRETE BASE (5"± THK.)
- (B) BRICK PAVEMENT
- (C) ASPHALT (AVG. 4"± THK.)
- (D) APPROACH SLAB (12"± THK.)

LEGEND

- ◇ TAPERS FROM 17'-11 1/2"± @ STA. 5+72.91± TO 16'-7 5/8"± @ STA. 6+03.35±
TAPERS FROM 16'-7 5/8"± @ STA. 6+03.35± TO 15'-7 3/4"± @ STA. 6+25.00±
TAPERS FROM 15'-7 3/4"± @ STA. 6+25.00± TO 11'-2"± @ STA. 7+25.05±
TAPERS FROM 11'-2"± @ STA. 7+25.05± TO 12'-5 1/2"± @ STA. 9+36.63±
TAPERS FROM 12'-6 1/4"± @ STA. 10+64.54± TO 15'-11"± @ STA. 11+18.62±
- TAPERS FROM 18'-2 5/8"± @ STA. 5+72.91± TO 17'-5 3/4"± @ STA. 6+03.35±
TAPERS FROM 17'-5 3/4"± @ STA. 6+03.35± TO 17'-9 1/2"± @ STA. 6+25.00±
TAPERS FROM 17'-9 1/2"± @ STA. 6+25.00± TO 18'-2 3/8"± @ STA. 7+25.05±
TAPERS FROM 18'-2 3/8"± @ STA. 7+25.05± TO 11'-10 3/8"± @ STA. 9+36.63±
TAPERS FROM 12'-7 3/4"± @ STA. 10+64.54± TO 18'-0"± @ STA. 11+12.16±
- TAPERS FROM 12'-5 1/2"± @ STA. 9+36.63± TO 12'-7"± @ STA. 9+51.63±
TAPERS FROM 12'-2 1/2"± @ STA. 10+49.54± TO 12'-6 1/4"± @ STA. 10+64.54±
- ▲ TAPERS FROM 11'-10 3/8"± @ STA. 9+36.63± TO 11'-8 1/4"± @ STA. 9+51.63±
TAPERS FROM 11'-10 1/2"± @ STA. 10+49.54± TO 12'-7 3/4"± @ STA. 10+64.54±

± STA. 5+72.91± TO STA. 7+01.72± ONLY

* STA. 5+72.91± TO STA. 9+36.63± ONLY



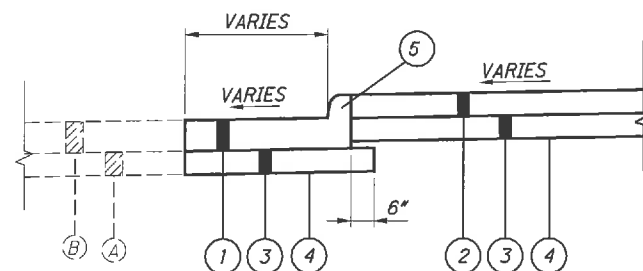
CUL-DE-SAC TYPICAL SECTION
STA. 7+25.05 TO STA. 8+49.48 = 124.43 FT.

EXISTING LEGEND

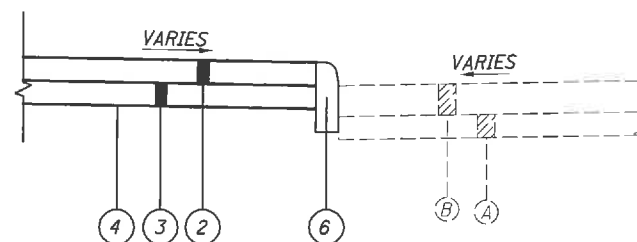
- (A) 6"± AGGREGATE BASE
- (B) 8"± NON-REINFORCED CONCRETE

LEGEND

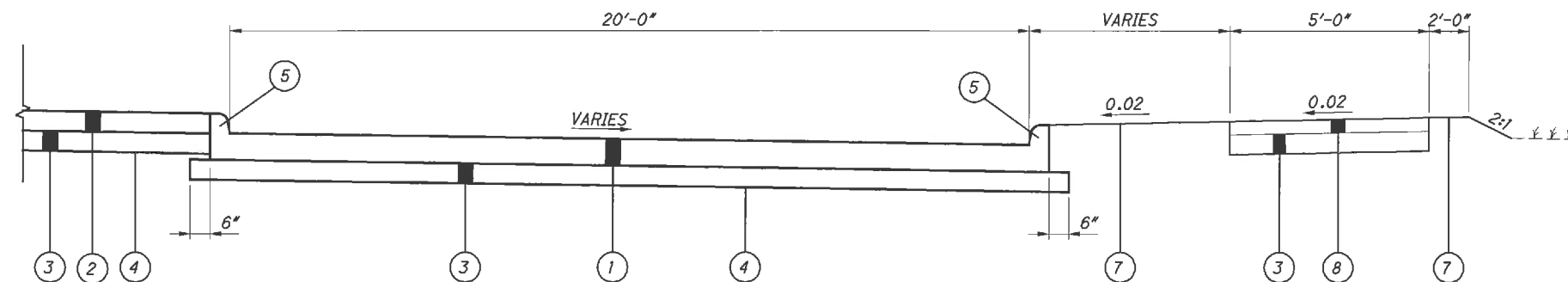
- 1 452 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1
- 2 609 6" CONCRETE TRAFFIC ISLAND
- 3 304 6" AGGREGATE BASE
- 4 204 SUBGRADE COMPACTION
- 5 609 CURB, TYPE 2-A
- 6 609 CURB, TYPE 6
- 7 659 SEEDING AND MULCHING
- 8 608 4" CONCRETE WALK
- * STA. 7+25.05 TO STA. 8+01.94



RIVERSIDE DR. S.E. CURB DETAIL
TRAFFIC ISLAND STA. 105+17.22 TO STA. 105+51.85

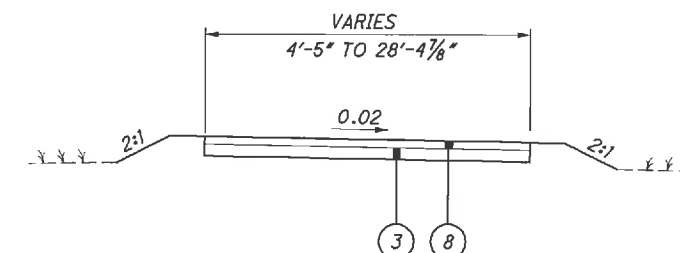


3RD ST. S.E. CURB DETAIL
TRAFFIC ISLAND STA. 5+27.13 TO STA. 5+62.04



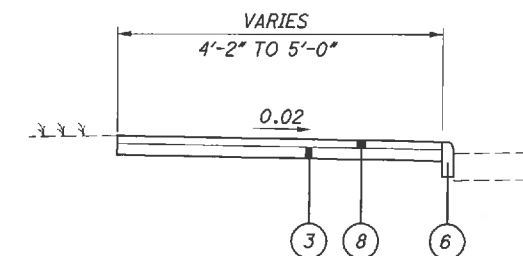
CHANNELIZED RIGHT TURN LANE TYPICAL SECTION
(LOOKING IN THE DIRECTION OF TRAVEL)

INTERSECTION DETAILS
RIVERSIDE DR. S.E. AND 3RD ST. S.E.



SIDEWALK DETAIL
3RD ST. S.E.

STA. 8+27.39 TO STA. 9+49.13 RT = 121.74 FT.
STA. 10+50.62 TO STA. 11+16.77 RT = 66.15 FT.



SIDEWALK DETAIL
WARNER RD. S.E.

STA. 49+00± TO STA. 49+66.40± LT = 66.40± FT.
STA. 49+00± TO STA. 50+34.11± RT = 134.11± FT.

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PROJECT SPECIFICATIONS/REQUIREMENTS

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

ROUNDING

THE ROUNDING AT SLOPE BREAKPOINTS SHOWN ON THE TYPICAL SECTIONS APPLIES TO ALL CROSS-SECTIONS EVEN THOUGH OTHERWISE SHOWN.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

NATURAL GAS DIST./TRANS.

DOMINION ENERGY OHIO
320 SPRINGSIDE DR.
AKRON, OHIO 44333
330-664-2409
ATTN: KEVIN BIRT
relocation@dom.com
EMERGENCY NO.
1-800-521-4400

COMMUNICATIONS CABLE

CHARTER COMMUNICATIONS
(SPECTRUM / TIME WARNER)
1575 LEXINGTON AVENUE
MANSFIELD, OHIO 44904
ATTN: RONALD FERDINAND
419-756-3338
ronald.ferdinand@charter.com

SANITARY AND STORM SEWER

CITY ENGINEER'S OFFICE
2436-30TH ST. N.E.
CANTON, OHIO 44705
ATTN: DAN MOEGLIN
330-489-3381
dan.moeglin@cantonohio.gov

TELEPHONE

AT&T
50 WEST BOWERY STREET, FLOOR 6
AKRON, OHIO 44308
ATTN: CINDY ZUCHEGNO
330-384-3561
cc1541@att.com
EMERGENCY NO. - 24 HRS
1-800-572-4545 OPTION#4

ELECTRIC

AMERICAN ELECTRIC POWER
301 CLEVELAND AVENUE S.W.
P.O. BOX 24400
CANTON, OHIO 44701-4400
ATTN: KATHY MOSSBARGER
330-438-7061
kamossbarger@aep.com
EMERGENCY NO.
1-800-672-2017

WATER

CANTON WATER DEPARTMENT
2664 HARRISBURG RD. N.E.
CANTON, OHIO 44708
ATTN: LEWI MILLER
330-489-6556
lewis.miller@cantonohio.gov

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

THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED BY FIELD OBSERVATIONS, FROM EXISTING RECORDS, AND/OR FROM THE OWNERS (AS REQUIRED BY SECTION 153.64 O.R.C.) OF THE RESPECTIVE UTILITIES. THE INFORMATION AS SHOWN IS BELIEVED TO BE CORRECT. HOWEVER, THE COMPLETENESS AND ACCURACY OF THIS INFORMATION CANNOT BE GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT ALL THE VARIOUS UTILITY COMPANIES (PUBLIC AND PRIVATE) TO VERIFY THE EXISTENCE, LIMITS AND/OR LOCATION OF ANY UTILITIES WHICH MAY BE ALONG THE ROUTE OR WITHIN THE VICINITY OF THIS IMPROVEMENT.

OVERHEAD ELECTRIC LINES NOT MOVED OR DE-ENERGIZED DURING CONSTRUCTION MUST HAVE PROPER CLEARANCE MAINTAINED DURING CONSTRUCTION. THE CONTRACTOR MUST TAKE MEASURES TO ENSURE THAT THE APPROPRIATE CLEARANCE IS PROVIDED AT ALL TIMES.

THE CONTRACTOR SHALL OBSERVE ALL OSHA RULES AND REGULATIONS, AND PROTECT THE SAFETY OF ALL PERSONNEL AND PROPERTY AT ALL TIMES. A MINIMUM OF 10 FEET OF CLEARANCE SHALL BE PROVIDED FOR THE TRANSMISSION LINES.

PROTECTION OF UTILITIES

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

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

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

MAINTENANCE OF UTILITY SERVICES

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

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

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

CONTINGENCY QUANTITIES

THE CONTRACTOR SHALL NOT ORDER MATERIALS OR PERFORM WORK FOR ITEMS DESIGNATED BY PLAN NOTE TO BE USED *AS DIRECTED BY THE ENGINEER* UNLESS AUTHORIZED BY THE ENGINEER. THE ACTUAL WORK LOCATIONS AND QUANTITIES USED FOR SUCH ITEMS SHALL BE INCORPORATED INTO THE FINAL CHANGE ORDER GOVERNING COMPLETION OF THIS PROJECT.

CONSTRUCTION NOISE

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

EXISTING PLANS

EXISTING PLANS ENTITLED 3RD ST. S.E. (REVISED 4-22-82) MAY BE INSPECTED AT THE CANTON CITY ENGINEER'S OFFICE IN CANTON, OHIO.

SURVEYING PARAMETERS

HORIZONTAL DATUM

BEARINGS WERE TRANSFERRED BY RTK GLOBAL POSITIONING TRAVERSE ORIGINATING ON THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83(86), NORTH ZONE, AND ARE BASED ON SCGRS MONUMENT CAN-10-01 AND CAN-16-03 PUBLISHED VALUES.

VERTICAL DATUM

ELEVATIONS WERE TRANSFERRED TO THE PROJECT SITE BY RTK GLOBAL POSITIONING TRAVERSE ORIGINATING ON THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83(2007), NORTH ZONE, NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE BASED ON SCGRS MONUMENT CAN-10-01 PUBLISHED VALUES.

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING. SEE TABLE BELOW FOR PROJECT CONTROL INFORMATION.

USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITIONING, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL

POSITIONING METHOD: RTK VRS GPS
MONUMENT TYPE: 5/8"X30" REBAR WITH CAP

VERTICAL POSITIONING

ORTHOMETRIC HEIGHT DATUM: NAVD 88
GEOID: GEOID03

HORIZONTAL POSITIONING

REFERENCE FRAME: NAD83(86)
ELLIPSOID: GRS80
MAP PROJECTION: LAMBERT CONFORMAL CONIC
COORDINATE SYSTEM: OHIO STATE PLANE NORTH ZONE
COMBINED SCALE FACTOR: 0.999906327
ORIGIN OF COORDINATE SYSTEM: X=0, Y=0

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH CMS 623.

UNITS ARE IN U.S. SURVEY FEET.

| CONTROL POINTS | | | | | | |
|---|------------|---|----------------|---------------------------------------|----------------|--|
| STATION | OFFSET | PROJECT GROUND COORDINATES PAF 1.000093681 | | PROJECT GRID COORDINATES NAD83(86) | | DESCRIPTION |
| | | NORTH(Y) | EAST(X) | NORTH(Y) | EAST(X) | |
| PROJECT CONTROL | | | | | | |
| 7+56.31 | 37.14' LT. | 412,782.0252 | 2,284,673.6177 | 412,743.3590 | 2,284,459.6073 | BENCHMARK #1 SV910 |
| 5+55.38 | 30.16' LT. | 412,825.5495 | 2,284,475.5838 | 412,786.8792 | 2,284,261.5919 | 5/8"X30" REBAR WITH TRAVERSE CAP SET SV1 |
| 9+16.50 | 10.34' RT. | 412,690.5371 | 2,284,813.4230 | 412,651.8795 | 2,284,599.3994 | MAG NAIL SET SV2 |
| 9+63.38 | 46.14' RT. | 412,642.7843 | 2,284,848.0446 | 412,604.1311 | 2,284,634.0178 | 5/8"X30" REBAR WITH TRAVERSE CAP SET SV4 |
| 11+25.21 | 17.44' LT. | 412,657.2073 | 2,285,021.3137 | 412,618.5527 | 2,284,807.2707 | 5/8"X30" REBAR WITH TRAVERSE CAP SET SV3 |
| 11+58.36 | 41.89' LT. | 412,672.4024 | 2,285,058.6106 | 412,633.7465 | 2,284,844.5640 | BENCHMARK #2 SV909 |
| EXISTING CENTERLINE ROW & CONST. 3RD ST. S.E. | | | | | | |
| 1+80.55 | ℄ | 412,886.5076 | 2,284,104.5148 | 412,847.8313 | 2,283,890.5559 | PI CLX4 |
| 7+25.05 | ℄ | 412,755.4244 | 2,284,633.0074 | 412,716.7604 | 2,284,419.0656 | PI CLX5 |
| 11+38.29 | ℄ | 412,636.7456 | 2,285,028.8332 | 412,598.093 | 2,284,814.7890 | PI CLX6 |
| EXISTING CENTERLINE ROW RIVERSIDE DR. S.E. | | | | | | |
| 101+80.55 | ℄ | 412,892.3311 | 2,284,105.9592 | 412,853.6542 | 2,283,892.0001 | PI CLX104 |
| 104+15.44 | ℄ | 412,835.7844 | 2,284,333.9408 | 412,797.1128 | 2,284,119.9604 | PC |
| 105+53.19 | ℄ | 412,802.6221 | 2,284,467.6422 | 412,763.9536 | 2,284,253.6493 | PI |
| 106+56.69 | ℄ | 412,915.7173 | 2,284,546.2887 | 412,877.0382 | 2,284,332.2884 | PT CLX103 |

GENERAL NOTES

STA - 3RD ST. S.E.

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ITEM 201 - CLEARING AND GRUBBING, AS PER PLAN

UNLESS SPECIFICALLY DESIGNATED "DO NOT DISTURB" IN THE PLANS, REMOVE ALL TREES AND STUMPS WITHIN THE CONSTRUCTION LIMITS AS APPROVED BY THE ENGINEER UNDER THE LUMP SUM BID FOR ITEM 201 - CLEARING AND GRUBBING, AS PER PLAN. ALL PROVISIONS AS SET FORTH IN THE ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS UNDER THIS ITEM SHALL BE ADHERED TO.

THE FOLLOWING IS AN APPROXIMATE ESTIMATE OF THE TOTAL NUMBER OF TREES AND STUMPS TO BE REMOVED.

| SIZES | NO. TREES | NO. STUMPS | TOTAL |
|-------|-----------|------------|-------|
| 18" | | 10 | 10 |

PRIOR TO BEGINNING WORK, THE CONTRACTOR, THE PROJECT ENGINEER, AND A REPRESENTATIVE OF THE ADJACENT PROPERTY OWNERS WILL REVIEW AND RECORD, INCLUDING PROJECT VIDEO TAPING, ALL PERSONAL PROPERTY ITEMS WITHIN THE PROJECT LIMITS (SEE ALSO CITY OF CANTON ENGINEERING STANDARDS FOR INFRASTRUCTURE CONSTRUCTION AVAILABLE FROM THE CITY). PERSONAL PROPERTY INCLUDES SUCH ITEMS AS SIGNING, LANDSCAPING PLANTS, LANDSCAPING IRRIGATION SYSTEMS, PAVEMENT, PARKING LOT LIGHTING, AND THE UNDERGROUND PLUMBING AND OR CABLING CONNECTING THESE SYSTEMS. NOTATIONS WILL BE MADE AS TO THE FUNCTIONALITY OF THE VARIOUS MECHANICAL AND ELECTRICAL SYSTEMS. A RECORD OF THIS REVIEW WILL BE KEPT IN THE PROJECT ENGINEER'S FILES. PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, A REVIEW OF THE PERSONAL PROPERTY ITEMS WILL BE MADE TO ENSURE THAT THEY ARE FUNCTIONING AT THE SAME CAPACITY AS NOTED PRIOR TO THE CONSTRUCTION.

THE REQUEST MUST BE APPROVED, IN WRITING, BEFORE THE CONTRACTOR HAS PERMISSION TO MODIFY THE PERSONAL PROPERTY ITEM.

ANY ITEMS DAMAGED BEYOND THE CONSTRUCTION LIMITS AS DEFINED ABOVE WILL BE REPLACED IN KIND OR AS APPROVED BY THE PROJECT ENGINEER.

ALL COSTS INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT AND INCIDENTALS TO PERFORM THIS WORK AS APPROVED BY THE ENGINEER SHALL BE INCLUDED IN THE LUMP SUM BID FOR ITEM 201 - CLEARING AND GRUBBING, AS PER PLAN.

EXPLORATORY BORINGS

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

ITEM SPECIAL - PIPE CLEANOUT

THIS WORK SHALL CONSIST OF REMOVING SEDIMENT AND DEBRIS FROM THE EXISTING DRAINAGE CONDUITS SPECIFIED IN THE PLANS. ALL MATERIAL REMOVED SHALL BE DISPOSED OF AS PER CMS 105.16 AND CMS 105.17. THE CONDUIT SHALL BE CLEANED OUT TO THE SATISFACTION OF THE ENGINEER.

CLEANOUT OF THE PIPE SHALL BE PAID FOR AT THE UNIT PRICE BID FOR ITEM SPECIAL - PIPE CLEANOUT. THIS PRICE SHALL INCLUDE ALL COSTS FOR LABOR, TOOLS, MATERIAL, EQUIPMENT AND INCIDENTALS REQUIRED TO COMPLETE THE CLEANOUT.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR THE ABOVE NOTED WORK AS DIRECTED BY THE ENGINEER:

| | |
|---|-------|
| ITEM SPECIAL - PIPE CLEANOUT, 24" AND UNDER | 50 FT |
|---|-------|

WATER WORK

ALL PROPOSED WATER WORK SHALL BE CONSTRUCTED IN THE PRESENCE OF AN ON SITE INSPECTOR AND SHALL BE COORDINATED AND APPROVED BY THE MUNICIPAL UTILITIES OF THE CITY OF CANTON. ALL ASSOCIATED COST TO PERFORM THIS COORDINATION, CONSTRUCT, AND ACQUIRE THE CITY OF CANTON APPROVAL OF THE PROPOSED WATER WORK CONSTRUCTION IS TO BE INCLUDED IN UNIT PRICES BID FOR ITEM 638.

CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING WATER FACILITIES PRIOR TO CONSTRUCTION UNDER ITEMS 611 AND 605.

THE FOLLOWING QUANTITIES ARE INCLUDED IN THE GENERAL SUMMARY TO BE USED AS DIRECTED BY THE ENGINEER FOR WATER WORK ITEMS THAT MAY BE DISCOVERED DURING THE PROPOSED CONSTRUCTION.

| | |
|--|--------|
| ITEM 638 - VALVE BOX ADJUSTED TO GRADE | 3 EACH |
|--|--------|

ITEM 204 - SUBGRADE COMPACTION AND PROOF ROLLING

CONSTRUCT THE SUBGRADE AS FOLLOWS AND IN THE FOLLOWING SEQUENCE:

- SHAPE THE SUBGRADE TO WITHIN 0.2 FEET OF THE PLAN SUBGRADE ELEVATION.
- EXCAVATE AND REPLACE UNSUITABLE SUBGRADE BEFORE PROOF ROLLING. THE EXCAVATION LIMITS SHALL BE AS DIRECTED BY THE ENGINEER. UNSUITABLE SUBGRADE INCLUDES UNSUITABLE SOIL (A-4B, A-2-5, A-5, A-7-5, AND SOIL WITH A LIQUID LIMIT GREATER THAN 65) AND ANY COAL, SHALE, OR ROCK WHICH NEEDS TO BE REMOVED ACCORDING TO SECTION 204.05 OF THE CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS).

IF THERE IS UNSUITABLE SUBGRADE IN A SHALLOW FILL LOCATION, EXCAVATE AND REPLACE THE UNSUITABLE SUBGRADE BEFORE CONSTRUCTING THE SHALLOW FILL AND SHAPING THE SUBGRADE.

- COMPACT THE SUBGRADE ACCORDING TO CMS 204.03.
- APPROXIMATE LIMITS FOR EXCAVATION OF UNSTABLE SUBGRADE SHALL BE AS DIRECTED BY THE ENGINEER. THE ENGINEER WILL IDENTIFY THE ACTUAL LIMITS OF EXCAVATION FOR UNSTABLE SUBGRADE BASED ON THE PROOF ROLLING RESULTS AND VISUAL OBSERVATIONS.

PROOF ROLL THE COMPACTED SUBGRADE ACCORDING TO CMS 204.06.

- EXCAVATE UNSTABLE SUBGRADE AS DIRECTED BY THE ENGINEER AND STABILIZE BY REPLACING WITH THE SPECIFIED MATERIALS ACCORDING TO CMS 204.07. EXCAVATIONS WILL EXTEND 18 INCHES BEYOND THE EDGE OF THE SURFACE OF THE PAVEMENT, PAVED SHOULDERS, OR PAVED MEDIANS.
- PROOF ROLL THE STABILIZED AREAS ACCORDING TO CMS 204.06 TO VERIFY STABILITY.
- FINE GRADE THE SUBGRADE TO THE SPECIFIED GRADE.

THE QUANTITIES FOR EXCAVATING THE UNSUITABLE SUBGRADE AND UNSTABLE SUBGRADE ARE BOTH PAID UNDER ITEM 204 - EXCAVATION OF SUBGRADE.

EARTHWORK FOR PROJECT TRANSITION

A CONTINGENCY OF ITEM 203 - EMBANKMENT AND ITEM 203 - EXCAVATION IS BEING PROVIDED IN THE GENERAL SUMMARY TO BE USED AS DIRECTED BY THE ENGINEER TO TAPER THE EARTHWORK INTO THE EXISTING AT THE BEGIN/END OF THE PROJECT.

| | |
|-----------------------|-------|
| ITEM 203 - EXCAVATION | 25 CY |
| ITEM 203 - EMBANKMENT | 25 CY |

UNSUITABLE SUBGRADE

ALTHOUGH NO SPECIFIC LOCATIONS ARE IDENTIFIED FOR THE UNSUITABLE SUBGRADE WITHIN THE PROJECT LIMITS, CONTINGENCY ITEMS OF WORK ARE SET UP. WHERE UNSUITABLE SUBGRADE IS FOUND DURING CONSTRUCTION OF THE PROPOSED ROADWAY, THE CONTRACTOR SHALL, UNDER THE DIRECTION OF THE ENGINEER, OVER-EXCAVATE THE UNSUITABLE SUBGRADE MATERIAL AND REPLACE IT WITH ITEM 204 - GRANULAR MATERIAL, TYPE B (LIMESTONE) AND GEOTEXTILE FABRIC. THE LIMITS OF THE OVER-EXCAVATION SHALL BE THE EXTENTS OF THE UNSUITABLE MATERIAL TO A MAXIMUM DEPTH OF 36" BELOW THE TOP OF THE PROPOSED SUBGRADE AND 18" BEYOND THE EDGE OF PAVEMENT AS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL DRAIN THE OVER-EXCAVATED AREA TO AN UNDERDRAIN, CATCH BASIN OR PIPE.

THE WORK DEFINED ABOVE SHALL BE IN ACCORDANCE WITH CITY STANDARD DRAWING NO 19. THE STANDARD DRAWING IS AVAILABLE FROM THE CITY.

AN ESTIMATED QUANTITY OF EXCAVATION, GRANULAR MATERIAL, TYPE B (LIMESTONE) AND GEOTEXTILE FABRIC HAS BEEN CARRIED TO THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER.

| | |
|--|--------|
| ITEM 204 - EXCAVATION OF SUBGRADE | 50 CY |
| ITEM 204 - GRANULAR MATERIAL, TYPE B (LIMESTONE) | 50 CY |
| ITEM 204 - GEOTEXTILE FABRIC | 100 SY |

ITEM 204 - PROOF ROLLING

PROOF ROLLING SHALL BE PERFORMED IN ACCORDANCE WITH ITEM 204 AND BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 204 - SUBGRADE COMPACTION.

TOPSOIL

TOPSOIL SHALL BE STRIPPED FROM AREAS TO BE EXCAVATED OR FILLED. ADDITIONAL MATERIAL REQUIRED TO FILL THE TOPSOIL STRIP AREA IN EMBANKMENT AREAS, TOPSOIL STRIPPING AND STOCKPILING INCLUDING ANY LABOR, TOOLS, EQUIPMENT, MATERIAL AND INCIDENTALS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT BID FOR ITEM 203 - EXCAVATION OR ITEM 203 - EMBANKMENT. NO ADDITIONAL COMPENSATION WILL BE PROVIDED.

SEEDING AND MULCHING

THE FOLLOWING QUANTITIES ARE PROVIDED TO PROMOTE GROWTH AND CARE OF PERMANENT SEEDED AREAS:

| | |
|--|------------|
| ITEM 659 - SOIL ANALYSIS TEST | 2 EACH |
| ITEM 659 - TOPSOIL | 167 CY |
| ITEM 659 - SEEDING AND MULCHING | 1267 SY |
| ITEM 659 - REPAIR SEEDING AND MULCHING | 64 SY |
| ITEM 659 - COMMERCIAL FERTILIZER | 0.20 TON |
| ITEM 659 - LIME | 0.31 ACRES |
| ITEM 659 - WATER | 7 MGAL |

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL BETWEEN THE RIGHT-OF-WAY LINES, AND WITHIN THE CONSTRUCTION LIMITS FOR AREAS OUTSIDE THE RIGHT-OF-WAY LINES COVERED BY WORK AGREEMENT OR SLOPE EASEMENT. QUANTITY CALCULATIONS FOR SEEDING AND MULCHING ARE BASED ON THESE LIMITS.

SEEDING AND MULCHING OF LAWNS

IN ADDITION TO "AREAS IN FRONT OF RESIDENCES" REFERRED TO IN ODOT CMS 659.10, THE SPECIAL PREPARATION SHALL BE EXTENDED TO ENCOMPASS ALL LAWNS AND/OR LAWN-LIKE AREAS AS DETERMINED BY THE ENGINEER.

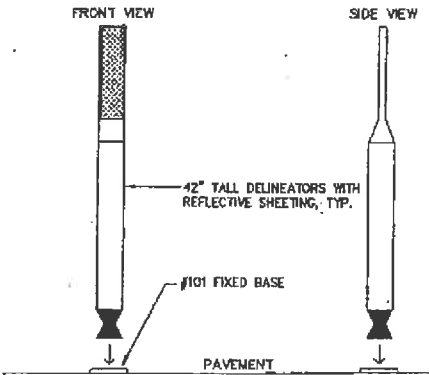
ITEM SPECIAL - BOLLARD, FLEXIBLE

THE CONTRACTOR SHALL FURNISH AND INSTALL AN ORANGE FLEXIBLE BASE MOUNTED REFLECTIVE DELINEATOR MODEL T42F WITH REFLECTIVE SHEETING AND MODEL #101 FIXED BASE AS SUPPLIED BY IMPACT RECOVERY SYSTEMS, INC. OR AN APPROVED EQUAL AT LOCATIONS IDENTIFIED IN THE PLANS.

GENERAL - THE ORANGE FLEXIBLE DELINEATOR SHALL INCLUDE THE FOLLOWING FEATURES AS A MINIMUM.

- THE 42" HIGH FLEXIBLE DELINEATOR POST SHALL BE CONSTRUCTED OF FLEXIBLE POLYETHELENE PLASTIC THAT IS RESISTANT TO ULTRAVIOLET LIGHT, OZONE AND HYDROCARBONS. THE POST SHALL HAVE SUFFICIENT STIFFNESS TO REMAIN RIGID IN WINDY CONDITIONS AND SHALL BE CAPABLE OF WITHSTANDING MULTIPLE IMPACTS BY MAINTENANCE VEHICLES WITHOUT REQUIRING MAJOR MAINTENANCE.
- FLEXIBLE DELINEATOR SHALL BE BASE MOUNTED WITH A 12" X 12" X 24" CONCRETE FOUNDATION.
- THE REFLECTIVE SHEETING SHALL BE HIGH INTENSITY, PRESSURE SENSITIVE AND WHITE IN COLOR.
- THE FLEXIBLE DELINEATOR SHALL HAVE AN ANTI-TWIST FEATURE THAT ASSURES THE POST WILL RETURN TO THE NORMAL UPRIGHT POSITION AFTER IMPACT. THE REACTIVE SPRING ASSEMBLY SHALL BE STAINLESS STEEL CABLE TESTED TO 145 LB. TENSION.
- FLEXIBLE DELINEATOR POST INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR BASE MOUNTED FLEXIBLE POST DELINEATORS.

THE COST OF ALL WORK INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED TO MANUFACTURE AND INSTALL COMPLETE THE FLEXIBLE DELINEATOR POST BOLLARD, TO THE SATISFACTION OF THE ENGINEER, SHALL BE PAID FOR BY THE UNIT PRICE BID FOR ITEM SPECIAL - BOLLARD, FLEXIBLE.



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ITEM 832 – EROSION CONTROL

THE FOLLOWING QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY:

ITEM 832 – EROSION CONTROL 5000 EACH

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

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

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM.

PRESERVATION AND RESTORATION OF DISTURBED FEATURES

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

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

SALVAGED CASTINGS

WHEN DIRECTED BY THE CITY ENGINEER, ALL METAL CASTINGS SHALL BE CAREFULLY REMOVED AND STORED ON SITE OR DELIVERED TO A LOCATION DESIGNATED BY THE CITY ENGINEER. PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 ITEM.

PLUG EXISTING CONDUIT

THIS ITEM SHALL CONSIST OF THE CONSTRUCTION OF BULKHEADS IN EXISTING CONDUITS TO BE ABANDONED.

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

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

CONSTRUCTION LAYOUT

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT UTILIZING PERTINENT PLAN DATA. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR STAKING HORIZONTAL OR VERTICAL CONTROL. CONSTRUCTION LAYOUT SHALL BE IN ACCORDANCE WITH ODOT CMS 623 CONSTRUCTION LAYOUT STAKES.

AT THE CITY ENGINEER'S REQUEST, THE CONTRACTOR SHALL MAKE AVAILABLE ALL SURVEY FIELD NOTES FOR REVIEW.

PAYMENT SHALL BE INCLUDED WITH ITEM 623 – CONSTRUCTION LAYOUT STAKES AND SURVEYING FOR PAYMENT.

EXISTING MONUMENTATION

THE CONTRACTOR SHALL PRESERVE ALL CORNERSTONES, IRON PINS, CONCRETE MONUMENTS AND/OR ANY TYPE OF LAND MONUMENT. THE CONTRACTOR SHALL HAVE ALL MONUMENTS IN THE PROXIMITY OF THE WORK REFERENCED. THE CONTRACTOR SHALL REPLACE/RESET ANY DISTURBED OR DAMAGED MONUMENTS AT HIS EXPENSE AND SHALL FURNISH A CERTIFICATION BY A REGISTERED SURVEYOR THAT THE MONUMENTS HAVE BEEN RESTORED.

INSPECTION

FOLLOWING THE PRE-CONSTRUCTION MEETING(S) AND ESTABLISHMENT OF AN APPROVED SCHEDULE, THE CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOUR NOTICE BEFORE STARTING ANY WORK ON THIS PROJECT AND SHALL KEEP THE CITY INFORMED OF HIS/HER CONSTRUCTION SCHEDULE. ALL WORK REQUIRED FOR THIS IMPROVEMENT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF CANTON OR THEIR DESIGNATED REPRESENTATIVE. NO WORK SHALL BE PERFORMED WITHOUT AN AUTHORIZED INSPECTOR PRESENT, UNLESS OTHERWISE APPROVED.

EASEMENTS AND RIGHT-OF-WAY

THE CONTRACTOR SHALL STAY WITHIN THE DESIGNATED PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAY PROVIDED FOR THE PROJECT AT ALL TIMES. NO MATERIAL SHALL BE STORED NOR ANY WORK PERFORMED ON PRIVATE PROPERTY UNLESS OTHERWISE APPROVED. DISTURBANCE OF EXISTING FEATURES AND/OR IMPROVEMENTS SHALL BE KEPT TO AN ABSOLUTE MINIMUM AND AS APPROVED BY THE CITY ENGINEER/PROPERTY OWNER.

SUITABILITY OF SITE

THE CITY OF CANTON SHALL NOT BE RESPONSIBLE FOR THE TYPE AND/OR SUITABILITY OF THE MATERIAL UNDERLYING THE PROJECT SITE. THE CONTRACTOR MUST APPRISE HIMSELF OF ANY EXISTING SITE CONDITIONS WHICH MAY AFFECT HIS BID OR THE PERFORMANCE OF THE REQUIRED WORK. THE CONTRACTOR SHALL PERFORM ANY INVESTIGATIONS AND/OR TESTING NECESSARY, AT HIS EXPENSE, TO ADEQUATELY DETERMINE/ESTIMATE TO THEIR SATISFACTION ALL SITE CONDITIONS WHICH COULD AFFECT THE PERFORMANCE OF THE PROPOSED IMPROVEMENTS. THIS COULD INCLUDE, BUT NOT BE LIMITED TO, UNSUITABLE AND/OR UNSTABLE SOIL/SUBSURFACE CONDITIONS, ROCK, WATER (PERCHED OR FREE), SPRINGS, ETC.

REFER TO CITY STANDARD DRAWING NO. 19 FOR ADDITIONAL DETAILS. THE STANDARD DRAWING IS AVAILABLE FROM THE CITY.

REVIEW OF DRAINAGE FACILITIES

BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE CITY, REPRESENTATIVES OF THE CITY AND THE CONTRACTOR, ALONG WITH OTHER LOCAL REPRESENTATIVES, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCE SHALL BE DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION SHALL BE KEPT IN WRITING BY THE CITY AND THE CONTRACTOR.

ALL NEW CONDUITS, INLETS, CATCH BASINS, AND MANHOLES CONSTRUCTED, RECONSTRUCTED OR ADJUSTED AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEAN CONDITION BEFORE THE PROJECT WILL BE ACCEPTED BY THE CITY.

ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE BID FOR THE PERTINENT 611 CONDUIT ITEMS.

EXISTING UNDERDRAINS

PROVIDE UNOBSTRUCTED OUTLETS FOR ALL EXISTING UNDERDRAINS ENCOUNTERED DURING CONSTRUCTION.

PROVIDE AN OUTLET PER STANDARD CONSTRUCTION DRAWING DM-1.1 FOR ALL UNDERDRAINS THAT OUTLET TO A SLOPE.

UNDERDRAINS THAT CAN BE CONNECTED TO THE NEW OR EXISTING UNDERDRAINS AT THE END OF THE PROJECT LIMITS AS WELL AS ALL NECESSARY BENDS OR BRANCHES REQUIRED FOR CONNECTION ARE INCLUDED IN THE BASIS OF PAYMENT FOR UNCLASSIFIED PIPE UNDERDRAINS.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR THE WORK NOTED ABOVE:

ITEM 611 – 6" CONDUIT, TYPE F 25 FT
ITEM 605 – 6" UNCLASSIFIED PIPE UNDERDRAINS 25 FT

UNRECORDED STORM WATER DRAINAGE

FURNISH A CONTINUANCE FOR ALL UNRECORDED STORM WATER DRAINAGE, SUCH AS ROOF DRAINS, FOOTER DRAINS, OR YARD DRAINS, DISTURBED BY THE WORK. FURNISH EITHER AN OPEN CONTINUANCE OR AN UNOBSTRUCTED CONTINUANCE BY CONNECTING A CONDUIT THROUGH THE CURB OR INTO A DRAINAGE STRUCTURE. THE LOCATION, TYPE, SIZE AND GRADE OF THE NEEDED CONDUIT TO REPLACE OR EXTEND AN EXISTING DRAIN WILL BE DETERMINED BY THE ENGINEER. ALL SUCH CONTINUANCE REQUIRES A RIGHT OF WAY USE PERMIT.

THE FOLLOWING CONDUIT TYPES MAY BE USED: 707.33, 707.41 NON-PERFORATED, 707.42, 707.43, 707.45, 707.46, 707.47, 707.51, 707.52 ACCORDING TO ASTM D 3034, SDR35.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE:

ITEM 611 – 12" CONDUIT, TYPE B, FOR DRAINAGE CONNECTION 25 FT
ITEM 611 – 12" CONDUIT, TYPE C, FOR DRAINAGE CONNECTION 25 FT

ITEM 611 – CATCH BASIN FOR POSITIVE DRAINAGE

FOR ISOLATED AREAS OF STANDING WATER IN THE TREE LAWN/PAVEMENT AREA, THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER TO PROVIDE AN INLET FOR AND CONNECT THEM TO THE DRAINAGE SYSTEM:

ITEM 611 – CATCH BASIN, NO. 2-2B 1 EACH
ITEM 611 – CATCH BASIN, NO. 6 1 EACH
ITEM 611 – 12" CONDUIT, TYPE C 25 FT

GENERAL NOTES

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ITEM 609 - CURB, TYPE 2-A

PROPOSED CURB JOINTS NEXT TO THE EXISTING CONCRETE PAVEMENT SHALL BE SEALED WITH HOT APPLIED JOINT SEALER, PER ODOT CMS 705.04. THE JOINT SEALER SHALL BE INCLUDED WITH ITEM 609 - CURB, TYPE 2-A FOR PAYMENT.

UNRECORDED ACTIVE SANITARY SEWER CONNECTIONS

FURNISH A CONTINUANCE FOR ALL UNRECORDED ACTIVE SANITARY SEWER CONNECTIONS SUCH AS SANITARY, WASTE-WATER, CURTAIN/GRADIENT DRAINS, AND FOUNDATION FLOOR DRAINS DISTURBED BY THE WORK. FURNISH AN UNOBSTRUCTED CONTINUANCE OF THE UNRECORDED ACTIVE SANITARY SEWER CONNECTIONS TO THE SATISFACTION OF THE ENGINEER. ALL SUCH CONTINUANCE REQUIRES A RIGHT OF WAY USE PERMIT. ALL SANITARY AND SANITARY WASTE-WATER CONTINUANCE MAY ALSO REQUIRE AN NPDES PERMIT FROM THE OHIO ENVIRONMENTAL PROTECTION AGENCY. REPORT ALL CONTINUANCE TO THE LOCAL HEALTH DEPARTMENT.

THE FOLLOWING CONDUIT TYPES MAY BE USED: 707.42, 707.43, 707.44, 707.45, 707.46, 707.47, 707.51, 707.52 ACCORDING TO ASTM D 3034, SDR35, 706.01, 706.02, OR 706.08 WITH JOINTS AS PER 706.11 OR 706.12.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE WORK NOTED ABOVE:

ITEM 611 - 12" CONDUIT, TYPE B, FOR SANITARY 25 FT

ITEM 611 - CATCH BASIN, NO. 3

THESE ITEMS SHALL BE CONSTRUCTED USING BICYCLE SAFE GRATES.

MANHOLE NO. 3 OR WATER VALVE COVERS

THE CONTRACTOR SHALL TAKE SPECIAL CARE IN MAKING SURE THE MANHOLE COVERS AND WATER VALVE COVERS ARE PLACED FLUSH WITH THE PROPOSED SIDEWALK/ROADWAY SURFACE AS APPROVED BY THE ENGINEER. IF ANY LOCATIONS ARE DETERMINED TO BE DEFICIENT TO THE SPECIFIED REQUIREMENTS, THE CONTRACTOR SHALL PERFORM APPROPRIATE CORRECTIVE MEASURES TO MAKE THIS CONDITION MEET THE MINIMUM ACCEPTED REQUIREMENTS LISTED HEREIN. ANY CORRECTIVE MEASURE REQUIRED WILL BE PERFORMED AT NO ADDITIONAL PROJECT COST AND BE APPROVED BY THE ENGINEER PRIOR TO ACCEPTANCE.

ITEM 611 - MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN

THE EXISTING CATCH BASIN AT STA. 11+20.52, 12.14' RT. SHALL BE RECONSTRUCTED WITH A MANHOLE FRAME AND COVER. THE MANHOLE SHALL HAVE A NEW HEAVY DUTY CASTING INCLUDING COVER. THE HEAVY DUTY CASTING INCLUDING COVER SHALL BE INCLUDED WITH ITEM 611 - MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN.

ITEM SPECIAL - MISCELLANEOUS METAL

EXISTING CASTINGS MAY PROVE TO BE UNSUITABLE FOR REUSE, AS DETERMINED BY THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CASTINGS OF THE REQUIRED TYPE, SIZE AND STRENGTH (HEAVY OR LIGHT DUTY) FOR THE PARTICULAR STRUCTURE IN QUESTION. ALL MATERIALS SHALL MEET ITEM 611 OF THE SPECIFICATIONS AND SHALL HAVE THE PRIOR APPROVAL OF THE ENGINEER.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER.

ITEM SPECIAL - MISCELLANEOUS METAL 2000 LB

THE CONTRACTOR IS CAUTIONED TO USE EXTREME CARE IN THE REMOVAL, STORAGE AND REPLACEMENT OF ALL EXISTING CASTINGS. CASTINGS DAMAGED BY THE NEGLIGENCE OF THE CONTRACTOR, AS DETERMINED BY THE ENGINEER, SHALL BE REPLACED WITH THE PROPER NEW CASTINGS AT THE EXPENSE OF THE CONTRACTOR.

ITEM 608 - CURB RAMP, AS PER PLAN

ITEM 609 - CURB, TYPE 6, AS PER PLAN

THE CONTRACTOR SHALL INSTALL THE PROPOSED TYPE 6 CURB AND PROPOSED CURB RAMPS NEXT TO EXISTING PAVEMENT WITHOUT DISTURBING THE EXISTING PAVEMENT. ANY DAMAGE TO THE EXISTING PAVEMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. AN ESTIMATED QUANTITY FOR ITEM SPECIAL - MISCELLANEOUS METAL HAS BEEN INCLUDED TO REPLACE EXISTING CATCH BASIN CASTINGS AND GRATES (AT THE INTERSECTION OF 3RD ST. S.E. AND WARNER RD. S.E.) THAT MAY BE UNSUITABLE FOR REUSE. THE CATCH BASIN CASTING AND GRATE REPLACEMENT SHALL BE AS DIRECTED BY THE ENGINEER. SEE GENERAL NOTE ITEM SPECIAL - MISCELLANEOUS METAL. ALL COSTS INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED TO INSTALL THE TYPE 6 CURB SHALL BE INCLUDED WITH ITEM 609 - CURB, TYPE 6, AS PER PLAN FOR PAYMENT.

PAVING AT INTERSECTING ROADS

THE CROSS SLOPE OF THE PROPOSED PAVEMENT SHALL BE TRANSITIONED TO MEET THE INTERSECTING ROAD PAVEMENT OF ALL INTERSECTING ROADS.

PART-WIDTH CONSTRUCTION

BECAUSE OF THE NECESSITY TO BUILD THIS PROJECT UNDER TRAFFIC AND TO CONSTRUCT THE FULL PAVEMENT WIDTH IN STAGES, EXERCISE CARE TO PREVENT THE CONSTRUCTION OF A BUTT JOINT IN THE BASE COURSES. LAP LONGITUDINAL JOINTS AS SHOWN ON STANDARD CONSTRUCTION DRAWING BP-3.1.

ITEM 407 - TACK COAT

THE ENGINEER SHALL ADJUST THE RATE OF APPLICATION IN THE FIELD OF ITEM 407 - TACK COAT AS NEEDED. FOR ESTIMATING PURPOSES ONLY, THE PLAN QUANTITIES INDICATE AN AVERAGE APPLICATION RATE FOR THESE ITEMS. SEE CMS TABLE 407.06-1 FOR THE RANGE OF APPLICATION RATES. DO NOT ORDER MATERIALS FOR THESE ITEMS UNLESS AUTHORIZED BY THE ENGINEER.

ITEM 407 - TACK COAT (FOR PROPOSED PAVEMENT) 0.06 GAL/SY

ITEM 407 - TACK COAT (FOR BRICK SURFACES) 0.08 GAL/SY

PROFILE AND ALIGNMENT

THE INTENT OF THE PROPOSED PAVEMENT RESURFACING IS TO UTILIZE THE ALIGNMENT AND PROFILE OF THE EXISTING PAVEMENT UNLESS OTHERWISE DETAILED IN THE PLANS. THE PROPOSED ASPHALT CONCRETE OVERLAY SHALL HAVE A MINIMUM THICKNESS OF 1 1/4" OF ITEM 441 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 AND 1 3/4" OF ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22.

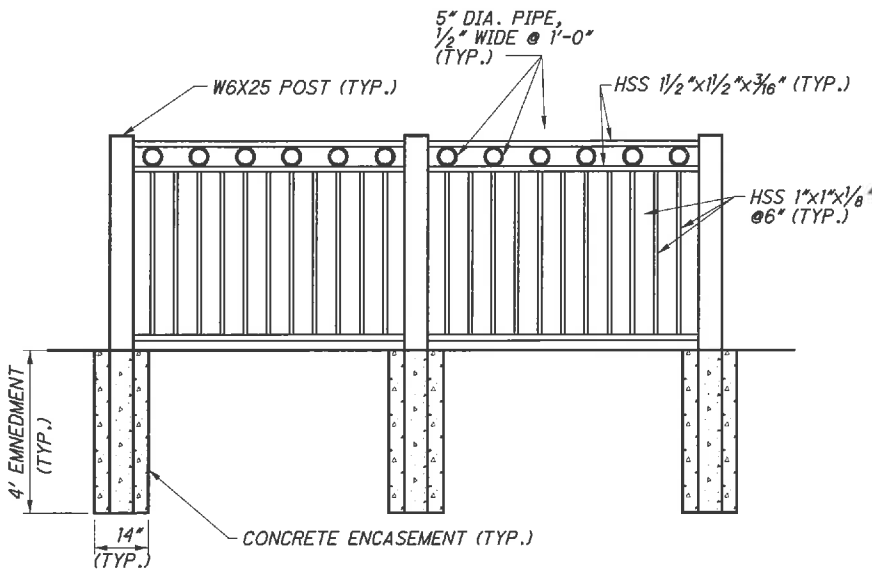
THE PAVEMENT PLANING IS INTENDED TO REMOVE ALL ASPHALT DOWN TO THE EXISTING BRICK SURFACE. 3% IS THE AVERAGE DEPTH ANTICIPATED. AN ESTIMATED QUANTITY OF ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), AS PER PLAN, (PG 64-22) HAS BEEN INCLUDED BELOW FOR AREAS WHERE THE EXISTING ASPHALT PAVEMENT IS THICKER THAN THE AVERAGE 3% THICKNESS AND AN ESTIMATED QUANTITY OF ITEM 253 - PAVEMENT REPAIR HAS BEEN INCLUDED FOR AREAS REQUIRING PAVEMENT REPAIR AS DIRECTED BY THE ENGINEER. THE FOLLOWING QUANTITIES HAVE BEEN CARRIED TO THE GENERAL SUMMARY:

ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE 5 CY
TYPE 1, (448), AS PER PLAN, PG 64-22

ITEM 253 - PAVEMENT REPAIR 200 SY

ITEM 607 - FENCE, MISC.: DECORATIVE FENCE (GROUND MOUNTED)

THIS ITEM SHALL CONFORM TO THE DETAILS SHOWN BELOW AS APPROVED BY THE CITY. THE FENCE SHALL BE GALVANIZED AND POWDER COATED PER ITEM 513 - STRUCTURAL STEEL MEMBERS, LEVEL 6, AS PER PLAN (PREFABRICATED TRUSS, 98 FEET SPAN) GENERAL NOTE SECTION "GALVANIZED AND POWDER COATED STEEL COMPONENTS" ON SHEET 40. THE FENCE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF ITEM 513 - STRUCTURAL STEEL MEMBERS, LEVEL 6, AS PER PLAN (PREFABRICATED TRUSS, 98 FEET SPAN) ON SHEETS 38 TO 40.



FENCE MISC.: DECORATIVE FENCE (GROUND MOUNTED)

CONTRACTION JOINTS IN CONCRETE PAVEMENT OR BASE WIDENING

WHERE NEW CONCRETE IS PLACED ADJACENT TO EXISTING CONCRETE, PROVIDE CONTRACTION JOINTS IN THE NEW CONCRETE TO FORM CONTINUOUS JOINTS WITH THOSE IN THE EXISTING CONCRETE.

THE MAXIMUM DISTANCE BETWEEN THE JOINTS IN THE NEW CONCRETE IS IN ACCORDANCE WITH STANDARD CONSTRUCTION DRAWING BP-2.2. IF NECESSARY, ADDITIONAL JOINTS MAY BE PROVIDED IN THE NEW CONCRETE AT APPROXIMATELY EQUAL INTERVALS BETWEEN EXISTING JOINTS THAT EXCEED THE MAXIMUM SPACING.

PAVEMENT STANDARDS

PAVEMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE CITY STANDARD DRAWINGS AND SPECIFICATIONS, AND ODOT SPECIFICATIONS UNLESS SPECIFIED OTHERWISE ON THE PLANS. THE STANDARD DRAWINGS AND SPECIFICATIONS OF THE CITY OF CANTON ARE AVAILABLE FROM THE CITY.

EXISTING STREET NAME AND TRAFFIC CONTROL SIGNS

WHERE WORK REQUIRES THE MOVEMENT OF EXISTING SIGNS (STOP SIGNS, SPEED LIMIT SIGNS, NO PARKING SIGNS, ETC.), THE CONTRACTOR IS REQUIRED TO MAINTAIN THE FUNCTION OF ALL TRAFFIC CONTROL SIGNS. ALL SIGNS REMOVED BY THE CONTRACTOR SHALL BE STORED ON SITE AND REINSTALLED BY THE CONTRACTOR.

NEW STREET NAME AND TRAFFIC CONTROL SIGNS

ALL STREET NAME AND TRAFFIC CONTROL SIGNS SHALL COME COMPLETE AND BE MADE IN ACCORDANCE WITH THE CITY OF CANTON SIGN AND PAINT DEPARTMENT SPECIFICATIONS. GENERALLY, ALL SIGNS SHALL HAVE HI-INTENSITY SHEETING AND BE MADE WITH .080 50/52 ALUMINUM. STREET NAME SIGNS SHALL BE MADE WITH WHITE UPPER AND LOWER CASE LETTERING ON GREEN BACKGROUND USING 9" BLANKS, BE DOUBLE SIDED WITH RADIUS CORNERS AND HAVE 6" NAME AND 3" SUFFIXES. ALL SIGN RELATED HARDWARE IS TO BE INCLUDED, SUCH AS 6" HEAVY DUTY U-CHANNEL CAPS AND STREET NAME CROSSES. PAYMENT FOR THE ABOVE SHALL BE INCLUDED WITH THE PERTINENT 630 ITEM. THE CITY OF CANTON SIGN AND PAINT DEPARTMENT SPECIFICATIONS ARE AVAILABLE FROM THE CITY.

RELEASE OF RETAINER/BONDS

PRIOR TO THE RELEASE OF RETAINER/CONSTRUCTION BOND BY THE CITY OF CANTON, THE CONTRACTOR SHALL HAVE COMPLETED THE ENGINEER'S PROJECT PUNCHLIST AND SUBMIT FINAL WAIVER OF LIEN, IN ACCORDANCE WITH CITY SS 01-00. THE SUPPLEMENTAL SPECIFICATION IS AVAILABLE FROM THE CITY.

ENVIRONMENTAL COMMITMENTS

THE SPECIFICATIONS SET FORTH IN THE MOST CURRENT VERSION OF ODOT'S CONSTRUCTION AND MATERIAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, LOCATION AND DESIGN MANUAL AND STANDARD CONSTRUCTION DRAWINGS WILL BE USED TO ENSURE ADEQUATE EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION. FOR CHANNEL PROTECTION, USE NATIVE VEGETATION FOR EROSION CONTROL OR, AT A MINIMUM, USE NATIVE VEGETATION IN COMBINATION WITH ROCK. ALL DISTURBED AREAS IN THE PROJECT VICINITY SHOULD BE MULCHED AND REVEGETATED WITH NATIVE PLANT SPECIES.

1. THIS PROJECT IS LOCATED WITHIN THE KNOWN HABITAT RANGES OF THE FEDERALLY LISTED AND PROTECTED INDIANA BAT AND NORTHERN LONG-EARED BAT. NO TREES SHALL BE REMOVED UNDER THIS PROJECT FROM APRIL 1 THROUGH SEPTEMBER 30. ALL NECESSARY TREE REMOVAL SHALL OCCUR FROM OCTOBER 1 THROUGH MARCH 31. THIS REQUIREMENT IS NECESSARY TO AVOID AND MINIMIZE IMPACTS TO THESE SPECIES AS REQUIRED BY THE ENDANGERED SPECIES ACT (ESA). FOR THE PURPOSES OF THIS NOTE, A TREE IS DEFINED AS A LIVE, DYING, OR DEAD WOODY PLANT, WITH A TRUNK THREE INCHES OR GREATER IN DIAMETER AT A HEIGHT OF 4.5 FEET ABOVE THE GROUND SURFACE, AND WITH A MINIMUM HEIGHT OF 13 FEET.

2. IN STREAM WORK RESTRICTIONS FOR THE MIDDLE BRANCH OF NIMISHILLEN CREEK ARE FROM APRIL 15 THROUGH JUNE 30.

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ITEM 614 - MAINTAINING TRAFFIC

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND CONTROLLING TRAFFIC ON ALL STREETS AND ROADS AFFECTED BY CONSTRUCTION AND SHALL, PRIOR TO CONSTRUCTION, SUBMIT A DETAILED PROJECT CONSTRUCTION SCHEDULE TO THE CITY OF CANTON FOR APPROVAL INDICATING DATES AND DURATION OF EACH PHASE OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE CITY OF CANTON IN WRITING A MINIMUM OF 14 DAYS IN ADVANCE OF THE FIRST ANTICIPATED IMPACT TO THROUGH TRAFFIC OF A PORTION OF THE 3RD ST. S.E. IMPROVEMENT.

THE CONTRACTOR SHALL ALSO NOTIFY, IN WRITING, THE FOLLOWING AGENCIES AT LEAST FOURTEEN (14) DAYS PRIOR TO THE TIME WHEN THE DETOUR WILL BE IMPLEMENTED:

LOCAL FIRE DEPARTMENT(S)
CANTON SCHOOL DISTRICTS
STARK COUNTY SHERIFF
CITY OF CANTON ENGINEER
CITY OF CANTON POLICE DEPARTMENT

ALL CONSTRUCTION SIGNS AND TEMPORARY TRAFFIC CONTROL AND PROTECTION DEVICES SHALL BE ERECTED AND MAINTAINED IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND ODOT ITEM 614 - MAINTAINING TRAFFIC.

LOCAL TRAFFIC WILL BE MAINTAINED IN ACCORDANCE WITH THE MAINTENANCE OF TRAFFIC PHASING MAP SHOWN ON SHEET 2. ALL COORDINATION, SIGNING, DRUMS AND OTHER MAINTENANCE OF TRAFFIC INCIDENTALS REQUIRED FOR THE WORK AS APPROVED BY THE ENGINEER INCLUDING LABOR, TOOLS, MATERIALS, EQUIPMENT AND INCIDENTALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614 - MAINTAINING TRAFFIC. THE PROPOSED INTERSECTION WORK AT 3RD ST. S.E. AND RIVERSIDE DR. S.E. SHALL BE COMPLETED PRIOR TO THE CLOSING OF 3RD ST. S.E. IN ORDER TO MAINTAIN LOCAL ACCESS. ACCESS TO ALL DRIVES WITHIN THE WORK LIMITS OF THE PROJECT SHALL BE MAINTAINED AT ALL TIMES. THE FOLLOWING ITEMS MAY BE NEEDED TO MAINTAIN LOCAL TRAFFIC AS DIRECTED BY THE ENGINEER.

ITEM 410 - TRAFFIC COMPACTED SURFACE, TYPE A OR B

ITEM 616 - WATER

PAYMENT FOR ALL LABOR AND MATERIALS TO MAINTAIN LOCAL TRAFFIC WILL BE PERFORMED BY CHANGE ORDER.

LENGTH AND DURATION OF LANE CLOSURES AND RESTRICTIONS SHALL BE AT THE APPROVAL OF THE ENGINEER. IT IS THE INTENT TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC AND ADJACENT PROPERTY OWNERS. THE CONTRACTOR SHALL MINIMIZE THE AMOUNT OF TIME THE EXPOSED PLANED PAVEMENT IS USED AS THE ROADWAY TRAVEL SURFACE DUE TO THE POTENTIAL FOR DETERIORATION OF THE PAVEMENT AS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE AND PHASING PLAN FOR THE PROPOSED WORK PRIOR TO CONSTRUCTION WHICH WILL LIMIT THE TIME FRAME THE PLANED SURFACE IS UTILIZED AS A TRAVEL SURFACE PRIOR TO THE PLACEMENT OF THE ASPHALT CONCRETE OVERLAY. THE SCHEDULE AND PHASING PLAN SHALL BE ACCEPTED BY THE CITY AND ENGINEER PRIOR TO THE COMMENCEMENT OF WORK FOR THE PROPOSED PAVEMENT. ADDITIONAL PAVEMENT DETERIORATION DUE TO A LENGTHY DURATION OF EXPOSED PLANED SURFACE SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. LANE CLOSURES OR RESTRICTIONS OVER SEGMENTS OF THE PROJECT IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

A. 3RD ST. S.E. PHASE 1

ONE LANE ONE WAY TRAFFIC (IN THE EASTBOUND DIRECTION) WITH A MINIMUM 11 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES WITH A WORK ZONE TRAFFIC SIGNAL OR FLAGGER BY MEANS OF USING EXISTING PAVEMENT, TEMPORARY PAVEMENT AND COMPLETED PAVEMENT TO CONSTRUCT PHASE 1. TRAFFIC SHALL BE MAINTAINED AS APPROVED BY THE ENGINEER. FULL DEPTH PAVEMENT SHALL BE CONSTRUCTED TO MEET THE EXISTING PAVEMENT.

SOUTH SIDEWALK PHASE 1

THE SOUTH SIDEWALK WILL REMAIN OPEN DURING PHASE 1.

B. 3RD ST. S.E. PHASE 2

ONE LANE ONE WAY TRAFFIC (IN THE EASTBOUND DIRECTION) WITH A MINIMUM 11 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES EXCEPT WHEN THROUGH TRAFFIC WILL NO LONGER BE PERMITTED IN THE PROJECT LIMITS WHEN THE VEHICULAR BRIDGE IS REMOVED AND THE CUL-DE-SAC IS CONSTRUCTED. TRAFFIC SHALL BE MAINTAINED AT ALL TIMES, EXCEPT FOR A PERIOD NOT TO EXCEED 60 CONSECUTIVE DAYS, WHEN THROUGH TRAFFIC MAY BE DETOURED. LIQUIDATED DAMAGES SHALL BE ASSESSED IN ACCORDANCE WITH CMS 108.07 FOR EACH CALENDAR DAY THE ROADWAY REMAINS CLOSED TO TRAFFIC BEYOND THE SPECIFIED LIMIT. SEE SHEET 11 FOR DETOUR. THE CONTRACTOR SHALL PROVIDE, ERECT, AND MAINTAIN GATES AND BARRICADES AND ADVANCE WARNING SIGNS AT EACH END OF THE PROJECT AS PER DETAILS ON STANDARD CONSTRUCTION DRAWING MT-101.60. LOCAL TRAFFIC AND ACCESS TO THE PARK SHALL BE MAINTAINED AT ALL TIMES.

SOUTH SIDEWALK PHASE 2

THE SOUTH SIDEWALK WILL BE CLOSED DURING PHASE 2. A DETOUR WILL BE PROVIDED. SEE SHEET 11 FOR PEDESTRIAN DETOUR.

C. 3RD ST. S.E. PHASE 3

TRAFFIC WEST OF THE MIDDLE BRANCH OF NIMISHILLEN CREEK WILL BE MAINTAINED USING EXISTING PAVEMENT AND COMPLETED PAVEMENT. LOCAL TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.

WARNER RD. S.E. PHASE 3

TRAFFIC SHALL BE MAINTAINED AT ALL TIMES.

SOUTH SIDEWALK PHASE 3

THE SOUTH SIDEWALK WILL BE CLOSED DURING PHASE 3. A DETOUR WILL BE PROVIDED. SEE SHEET 11 FOR PEDESTRIAN DETOUR.

D. PEDESTRIAN ACCESS

PEDESTRIAN TRAFFIC WITHIN THE PROJECT LIMITS SHALL BE MAINTAINED AT ALL TIMES EXCEPT AS NOTED IN THE PLANS AND THIS MAINTAINING TRAFFIC GENERAL NOTE. WHEN WORK WILL RESTRICT A SIDEWALK AREA, THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING PEDESTRIAN DETOUR ROUTES DURING CONSTRUCTION IN ACCORDANCE WITH ODOT STD. DWG. MT-110.10. THE PEDESTRIAN DETOUR ROUTE MUST BE APPROVED BY THE PROJECT ENGINEER PRIOR TO IMPLEMENTATION.

IT IS THE INTENT OF THIS PROJECT TO MINIMIZE IMPACT TO THE EXISTING UTILITIES. IN ADDITION TO ODOT CMS 107.16 AND THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION ACTIVITIES TO LIMIT THE ACTUAL TIME THAT ANY UTILITY ADJUSTMENT REQUIRED TO CONSTRUCT 3RD ST. S.E. IMPROVEMENTS IS NECESSARY TO PREVENT ADVERSE IMPACTS TO THE UTILITY. THIS COORDINATION SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE BID FOR ITEM 614 - MAINTAINING TRAFFIC AND SHALL BE INCLUSIVE OF ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO COORDINATE WITH AND LIMIT CONFLICTS IN ACCORDANCE WITH THE UTILITY REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COMPENSABLE COST DUE TO THE UTILITY.

IF THE CONTRACTOR SO ELECTS, HE/SHE MAY SUBMIT ALTERNATE METHODS FOR THE MAINTENANCE OF TRAFFIC, PROVIDED THE INTENT OF THE ABOVE PROVISIONS ARE FOLLOWED AND NO ADDITIONAL INCONVENIENCE TO THE TRAVELING PUBLIC RESULTS THEREFROM. NO ALTERNATE PLAN WILL BE PUT INTO EFFECT UNTIL THE APPROVAL HAS BEEN GRANTED, IN WRITING, BY THE CITY.

THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER FOR THE MAINTENANCE OF TRAFFIC:

ITEM 410 - TRAFFIC COMPACTED SURFACE, TYPE A OR B 25 CY

ITEM 614 - ASPHALT CONCRETE FOR MAINTAINING TRAFFIC 25 CY

THE WORK ZONES AND CONTRACTOR'S EQUIPMENT SHALL BE SET UP AND OPERATED IN SUCH A MANNER THAT VEHICULAR INGRESS AND EGRESS SHALL BE PROVIDED AT ALL TIMES FOR PROPERTIES ADJACENT TO THE WORK. FOR ADDITIONAL REQUIREMENTS, SEE 107.07 OF THE CONSTRUCTION AND MATERIAL SPECIFICATIONS.

ROAD WORK AHEAD (W20-1) SIGNS SHALL BE PLACED AT THE BEGINNING & END OF THE PROJECT ON 3RD ST. S.E. AND ON ALL SIDEROADS IN THE PROJECT LENGTH, APPROXIMATELY 200 FEET IN ADVANCE OF THE WORK AREA.

END ROAD WORK (G20-2) SIGNS SHALL BE PLACED AT THE BEGINNING & END OF THE PROJECT ON 3RD ST. S.E. AND ON SIDE ROADS APPROXIMATELY 100 FEET BEYOND THE WORK AREA.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH CMS 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS AND INCIDENTALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614 - MAINTAINING TRAFFIC UNLESS SEPARATELY ITEMIZED IN THE PLAN.

DUST CONTROL

THE CONTRACTOR SHALL FURNISH AND APPLY WATER FOR DUST CONTROL AS DIRECTED BY THE ENGINEER. THE FOLLOWING ESTIMATED QUANTITY HAS BEEN INCLUDED FOR DUST CONTROL PURPOSES AND CARRIED TO THE GENERAL SUMMARY:

ITEM 616 - WATER 10 MGAL

TRENCH FOR WIDENING

TRENCH EXCAVATION FOR BASE WIDENING SHALL BE ONLY ON ONE SIDE OF THE PAVEMENT AT A TIME. THE OPEN TRENCH SHALL BE ADEQUATELY MAINTAINED AND PROTECTED WITH DRUMS OR BARRICADES AT ALL TIMES AS PER THE ODOTCD. PLACEMENT OF PROPOSED SUB-BASE AND BASE MATERIAL SHALL FOLLOW AS CLOSELY AS POSSIBLE BEHIND EXCAVATION OPERATIONS. THE LENGTH OF THE WIDENING TRENCH, WHICH IS OPEN AT ANY ONE TIME, SHALL BE HELD TO A MINIMUM AND SHALL AT ALL TIMES BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

OVERNIGHT TRENCH CLOSING

THE BASE WIDENING SHALL BE COMPLETED TO A DEPTH OF NO MORE THAN 3 INCHES BELOW THE EXISTING PAVEMENT BY THE END OF EACH WORK DAY. NO TRENCH SHALL BE LEFT OPEN OVERNIGHT EXCEPT FOR A SHORT LENGTH (25 FEET OR LESS) OF A WORK SECTION AT THE END OF THE TRENCH. IN CASE WORK MUST BE SUSPENDED BECAUSE OF INCLEMENT WEATHER OR OTHER REASONS, THE TRENCH FOR THE UNCOMPLETED BASE WIDENING SHALL BE BACKFILLED AT THE DIRECTION OF THE ENGINEER.

SUSPENSION OF WORK

IF THE CONTRACTOR FAILS TO COMPLY WITH THE PROVISIONS FOR MAINTENANCE OF TRAFFIC AS SET FORTH IN THESE PLANS OR WITH PROVISIONS OF THE ODOTCD, THE ENGINEER MAY SUSPEND WORK UNTIL THE CONTRACTOR COMPLIES WITH THE NECESSARY REQUIREMENTS. NO COMPENSATION WILL BE PAID FOR SUSPENSION OF WORK.

LEE PARK PROTECTION AND ACCESS

ACCESS TO LEE PARK WILL BE MAINTAINED USING ALTERNATE ACCESS POINTS AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL INSTALL TEMPORARY CONSTRUCTION FENCING ALONG PROPOSED CONSTRUCTION LIMITS AT LEE PARK PRIOR TO THE START OF CONSTRUCTION ACTIVITIES TO PROTECT THE PARK AND THE PUBLIC. THE CONTRACTOR SHALL PROVIDE AND INSTALL APPROPRIATE SIGNAGE TO ALERT LEE PARK USERS OF CONSTRUCTION ACTIVITIES, ACCESS RESTRICTIONS OR CLOSURES, AND TO DIRECT USERS TO SECONDARY PARK ACCESS POINTS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR STAGE AND/OR STORE CONSTRUCTION EQUIPMENT AND/OR MATERIALS OUTSIDE OF THE PROPOSED CONSTRUCTION LIMITS IN PROXIMITY OF THE DEFINED BOUNDARIES OF LEE PARK. STAGING AND/OR STORAGE OF CONSTRUCTION EQUIPMENT AND/OR MATERIALS WITHIN LEE PARK IS PROHIBITED.

THE CONTRACTOR SHALL CLOSELY COORDINATE THE CONSTRUCTION SCHEDULE WITH THE CANTON PARKS AND RECREATION DEPARTMENT, AND THE CITY OF CANTON.

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ITEM 614 - LAW ENFORCEMENT OFFICER (WITH PATROL CAR) FOR ASSISTANCE DURING CONSTRUCTION OPERATIONS

USE OF LAW ENFORCEMENT OFFICERS (LEOS) BY CONTRACTORS OTHER THAN THE USES SPECIFIED BELOW WILL NOT BE PERMITTED AT PROJECT COST. LEOS SHOULD NOT BE USED WHERE THE OMTCD INTENDS THAT FLAGGERS BE USED.

IN ADDITION TO THE REQUIREMENTS OF CMS 614 AND THE OMTCD, A UNIFORMED LEO WITH AN OFFICIAL PATROL CAR (CAR WITH TOP-MOUNTED EMERGENCY FLASHING LIGHTS AND COMPLETE MARKINGS OF THE APPROPRIATE LAW ENFORCEMENT AGENCY) SHALL BE PROVIDED FOR THE FOLLOWING TRAFFIC CONTROL TASKS:

DURING THE ENTIRE ADVANCE PREPARATION AND CLOSURE SEQUENCE WHERE COMPLETE BLOCKAGE OF TRAFFIC IS REQUIRED.

DURING A TRAFFIC SIGNAL INSTALLATION WHEN IMPACTING THE NORMAL FUNCTION OF A SIGNAL OR THE FLOW OF TRAFFIC, OR WHEN TRAFFIC NEEDS TO BE DIRECTED THROUGH AN ENERGIZED TRAFFIC SIGNAL CONTRARY TO THE SIGNAL DISPLAY (E.G. DIRECTING MOTORISTS THROUGH A RED LIGHT).

IN ADDITION TO THE REQUIREMENTS OF CMS 614 AND THE OMTCD, A UNIFORMED LEO WITH AN OFFICIAL PATROL CAR (CAR WITH TOP-MOUNTED EMERGENCY FLASHING LIGHTS AND COMPLETE MARKINGS OF THE APPROPRIATE LAW ENFORCEMENT AGENCY) SHOULD BE PROVIDED FOR THE FOLLOWING TRAFFIC CONTROL TASKS AS APPROVED BY THE ENGINEER:

FOR LANE CLOSURES: DURING INITIAL SET-UP PERIODS, DURING TEAR DOWN PERIODS, SUBSTANTIAL SHIFTS OF A CLOSURE POINT OR WHEN NEW LANE CLOSURE ARRANGEMENTS ARE INITIATED FOR LONG-TERM LANE CLOSURES/SHIFTS (FOR THE FIRST AND LAST DAY OF MAJOR CHANGES IN TRAFFIC CONTROL SETUP).

IN GENERAL, LEOS SHOULD BE POSITIONED IN ADVANCE OF AND ON THE SAME SIDE AS THE LANE RESTRICTION OR AT THE POINT OF ROAD CLOSURE, AND SHOULD MANUALLY CONTROL TRAFFIC MOVEMENTS THROUGH SIGNALIZED INTERSECTIONS IN WORK ZONES.

LEOS SHOULD NOT FORGO THEIR TRAFFIC CONTROL RESPONSIBILITIES TO APPREHEND MOTORISTS FOR ROUTINE TRAFFIC VIOLATIONS. HOWEVER, IF A MOTORIST'S ACTIONS ARE CONSIDERED TO BE RECKLESS, THEN PURSUIT OF THE MOTORIST IS APPROPRIATE.

THE LEOS WORK AT THE DIRECTION OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SERVICES OF THE LEOS WITH THE APPROPRIATE AGENCIES AND COMMUNICATING THE INTENTIONS OF THE PLANS WITH RESPECT TO THE DUTIES OF THE LEOS. THE ENGINEER SHALL HAVE FINAL CONTROL OVER THE LEOS' DUTIES AND PLACEMENT, AND WILL RESOLVE ANY ISSUES THAT MAY ARISE BETWEEN THE TWO PARTIES.

THE LEO SHALL REPORT IN TO THE CONTRACTOR, PRIOR TO THE START OF THE SHIFT, IN ORDER TO RECEIVE INSTRUCTIONS REGARDING SPECIFIC WORK ASSIGNMENTS DURING HIS/HER SHIFT. THE LEO IS EXPECTED TO STAY AT THE PROJECT SITE FOR THE ENTIRE DURATION OF HIS/HER SHIFT. THE LEO SHALL REPORT TO THE CONTRACTOR AT THE END OF HIS/HER SHIFT. SHOULD IT BE NECESSARY TO LEAVE THE PROJECT SITE, THE LEO SHALL NOTIFY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE THE LEO WITH A TWO-WAY COMMUNICATION DEVICE WHICH SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF HIS/HER SHIFT.

LEOS (WITH PATROL CAR) REQUIRED BY THE TRAFFIC MAINTENANCE TASKS ABOVE SHALL BE PAID FOR ON A UNIT PRICE (HOURLY) BASIS UNDER ITEM 614 - LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE. THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN CARRIED TO THE GENERAL SUMMARY.

ITEM 614 - LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE 16 HOURS

THE HOURS PAID SHALL INCLUDE ANY MINIMUM SHOW-UP TIME REQUIRED BY THE LAW ENFORCEMENT AGENCY INVOLVED.

ANY ADDITIONAL COSTS (ADMINISTRATIVE OR OTHERWISE) INCURRED BY THE CONTRACTOR TO OBTAIN THE SERVICES OF AN LEO ARE INCLUDED WITH THE BID UNIT PRICE FOR ITEM 614 - LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE.

FLOODLIGHTING

FLOODLIGHTING OF THE WORK SITE FOR OPERATIONS CONDUCTED DURING NIGHT TIME PERIODS SHALL BE ACCOMPLISHED SO THAT THE LIGHTS DO NOT CAUSE GLARE TO THE DRIVERS ON THE ROADWAY. TO ENSURE THE ADEQUACY OF THE FLOODLIGHT PLACEMENT, THE CONTRACTOR AND THE ENGINEER SHALL DRIVE THROUGH THE WORK SITE EACH NIGHT WHEN THE LIGHTING IS IN PLACE AND OPERATIVE PRIOR TO COMMENCING ANY WORK. IF GLARE IS DETECTED, THE LIGHT PLACEMENT AND SHIELDING SHALL BE ADJUSTED TO THE SATISFACTION OF THE ENGINEER BEFORE WORK PROCEEDS.

PAYMENT FOR ALL LABOR, EQUIPMENT, TOOLS, MATERIALS AND INCIDENTALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614 - MAINTAINING TRAFFIC.

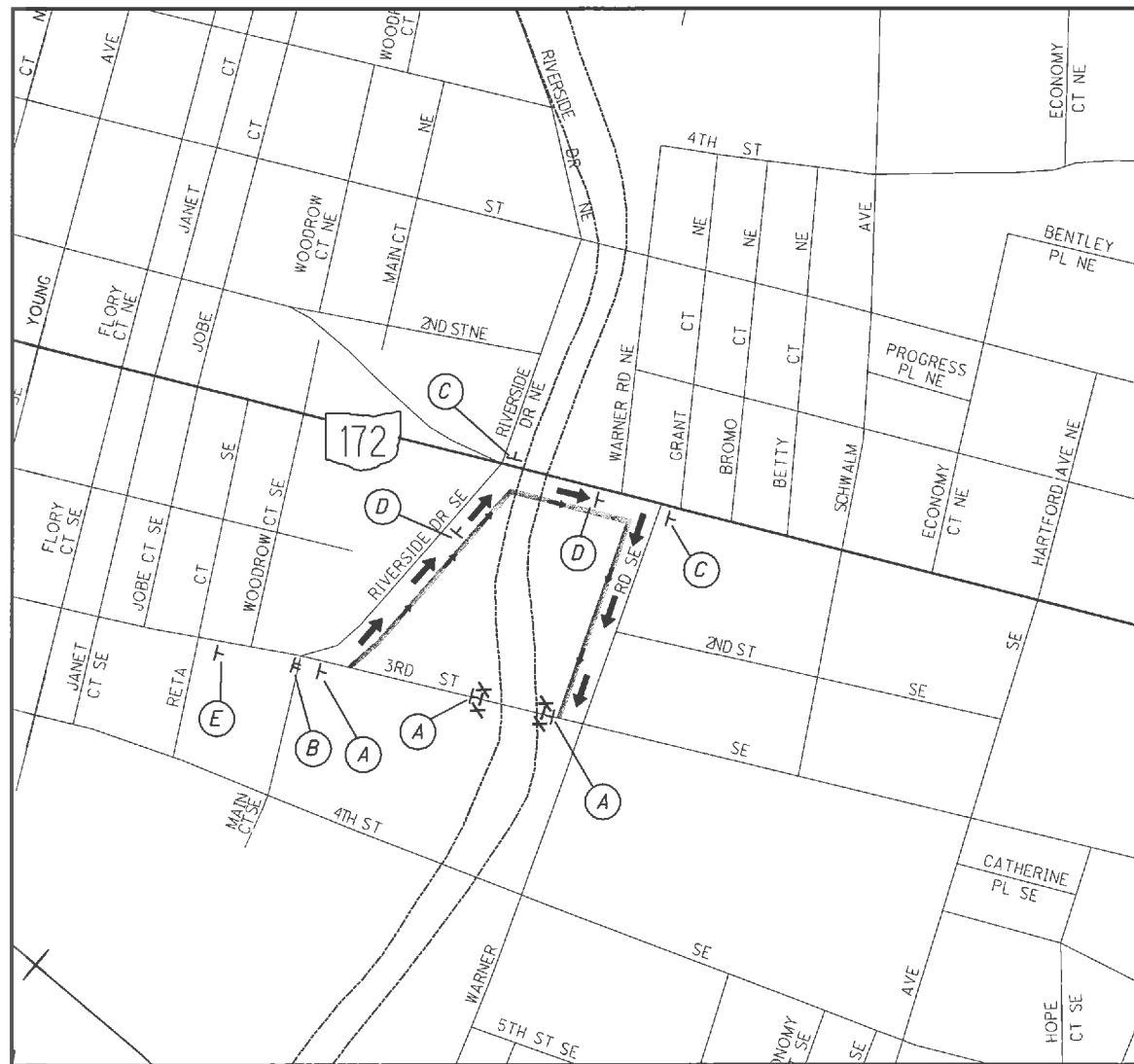
FLASHING ARROW PANELS

WHEN FLASHING ARROW PANELS ARE UTILIZED FOR NIGHT LANE CLOSURES, SOLAR, ELECTRIC, OR BATTERY POWERED EQUIPMENT SHALL BE EXCLUSIVELY UTILIZED WHEN LOCATED WITHIN 300 FEET OF ANY RESIDENCE. DIESEL OR GASOLINE POWERED GENERATORS WILL NOT BE PERMITTED IN THESE AREAS, EXCEPT WHEN USED INTERMITTENTLY FOR THE SOLE PURPOSE OF CHARGING INTERNAL BATTERIES WHICH PROVIDE THE PRIMARY POWER FOR THE EQUIPMENT.

EQUIPMENT AND MATERIAL STORAGE

IN ORDER TO PROVIDE FOR THE SAFETY OF THE TRAVELING PUBLIC, THE CONTRACTOR'S ATTENTION IS DIRECTED TO CMS 614.035. IN ADDITION, THE FOLLOWING PROVISIONS SHALL APPLY:

1. ANY REMOVED ITEMS SHALL NOT BE STORED ON THE RIGHT OF WAY FOR MORE THAN FOURTEEN (14) DAYS.
2. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT NO EXPENSE TO THE CITY.



3RD ST. S.E. DETOUR ROUTE

→ 3RD ST. S.E. DETOUR

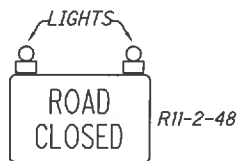
--- PEDESTRIAN DETOUR

X-X DENOTES GATES & BARRICADES AS PER
ODOT STD. DWG. MT-101.60

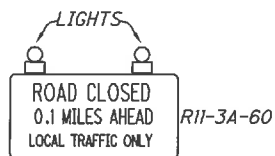
ITEM 614 - DETOUR SIGNING

3RD ST. S.E. LUMP SUM

TOTAL CARRIED TO
GENERAL SUMMARY LUMP SUM



(A)
INSTALL IN ACCORDANCE
WITH PART 6 OF THE OHIO
MANUAL OF UNIFORM
TRAFFIC CONTROL DEVICES
(TYP.)



M4-10L-48

(B)



3rd ST. S.E. D3-1-VAR.



(C)



3rd ST. S.E. D3-1-VAR.



M5-1R-21

(D)



(E)

DETOUR SIGNING

THE CONTRACTOR WILL PROVIDE, INSTALL, MAINTAIN, AND SUBSEQUENTLY REMOVE THE
DETOUR SIGNING. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE LUMP SUM BID FOR
ITEM 614 - DETOUR SIGNING.

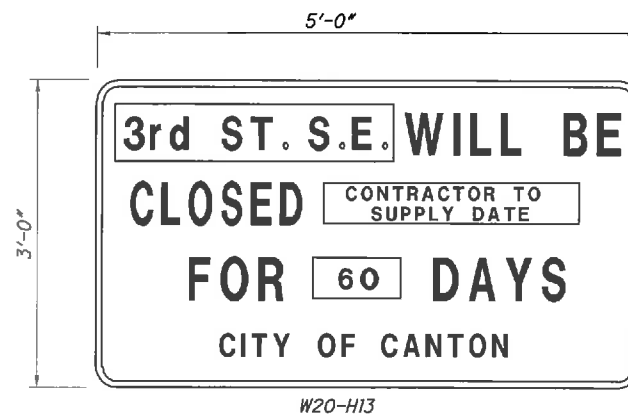
COOPERATION BETWEEN CONTRACTORS

SEPARATE CONTRACTORS WORKING WITHIN THE LIMITS OF THE PROJECT OR ON ADJACENT PROJECTS
SHALL CONDUCT THEIR WORK WITHOUT INTERFERING WITH OR HINDERING THE PROGRESS, COMPLETION
OR WORK BEING PERFORMED BY OTHER CONTRACTORS AND SHALL COOPERATE WITH EACH OTHER AS
DIRECTED BY THE ENGINEER.

NOTICE OF CLOSURE SIGNS

NOTICE OF CLOSURE SIGNS (W20-H13), AS DETAILED IN THESE PLANS, SHALL BE ERECTED BY THE
CONTRACTOR AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED ROAD CLOSURE. THE SIGNS
SHALL BE ERECTED ON THE RIGHT-HAND SIDE OF THE ROAD FACING TRAFFIC. THEY SHALL BE
PLACED SO AS NOT TO INTERFERE WITH THE VISIBILITY OF ANY OTHER TRAFFIC CONTROL SIGNS.
THE SIGNS SHOULD BE ERECTED AT THE POINT OF CLOSURE.

PAYMENT FOR THESE SIGNS SHALL BE INCLUDED IN THE LUMP SUM BID FOR ITEM 614 - MAINTAINING
TRAFFIC AND SHALL INCLUDE FURNISHING, ERECTING, MAINTAINING AND REMOVING THE SIGNS
INCLUDING SUPPORTS.



MAINTENANCE OF TRAFFIC
DETOUR MAP

STA-3RD. ST. S.E.

11
59

| <div> <div>12</div> <div>59</div> </div> | STA-3RD ST. S.E. | GENERAL SUMMARY |
|--|------------------|-----------------|
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[illegible]

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| LINE | DESCRIPTION | | CALCULATION | | | | | | | | | | QUANTITY | | | | | | | |
|------|----------------------------------|----------|-------------|----------|------|--------|-------|---|------|-------|----|-------|---------------------------|------------|----------|------------|------------|------------|------------|-----------|
| | | | | | | | | | | | | | | | | | | | | |
| | FULL DEPTH PAVEMENT (CONCRETE) | | | | | | | | | | | | | | | | | | | |
| | RIVERSIDE DR. S.E. INTERSECTION | | | | | | | | | | | | | | | | | | | |
| 1 | STA | 4+90.20 | TO STA | 6+03.35 | = | | | | | | | | COMPUTER GENERATED AREA = | 1975.25 SF | | | | | | |
| | CUL DE SAC | | | | | | | | | | | | | | | | | | | |
| 2 | STA | 7+25.05 | TO STA | 7+41.37 | = | 16.32 | FT | x | (| 30.3 | FT | + | 30.1 | FT) | / | 2 | = | 492.86 SF | | |
| 3 | STA | 7+41.37 | TO STA | 7+66.30 | = | 24.93 | FT | x | (| 30.1 | FT | + | 29.5 | FT) | / | 2 | = | 742.91 SF | | |
| 4 | STA | 7+41.37 | TO STA | 7+66.30 | = | 24.93 | FT | x | 24.9 | FT | x | (| 1 | - | π | / | 4 |) | = | 133.22 SF |
| 5 | STA | 7+66.30 | TO STA | 8+08.04 | = | 41.74 | FT | x | (| 50 | FT | + | 42.5 | FT) | / | 2 | = | 1930.48 SF | | |
| 6 | STA | 7+66.30 | TO STA | 8+49.48 | = | (| π | x | 42.5 | FT | x | 42.5 | FT) | x | 259.63 | / | 360 | = | 4092.42 SF | |
| 7 | SUM LINES | 1 | TO | 6 | | | | | | | | | = | 9367.14 SF | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | RESURFACING (ASPHALT) | | | | | | | | | | | | | | | | | | | |
| | RIVERSIDE DR. S.E. INTERSECTION | | | | | | | | | | | | | | | | | | | |
| 8 | STA | 5+72.91 | TO STA | 6+01.93 | = | 29.02 | FT | x | (| 18.2 | FT | + | 17.5 | FT) | / | 2 | = | 518.01 SF | | |
| 9 | STA | 6+01.93 | TO STA | 6+03.35 | = | 1.42 | FT | x | (| 17.5 | FT | + | 17.5 | FT) | / | 2 | = | 24.85 SF | | |
| 10 | STA | 6+03.35 | TO STA | 6+25.00 | = | 21.65 | FT | x | (| 34.1 | FT | + | 33.4 | FT) | / | 2 | = | 730.69 SF | | |
| 11 | SUM LINES | 8 | TO | 10 | | | | | | | | | = | 1273.55 SF | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | 202 - PAVEMENT REMOVED | | | | | | | | | | | | | | | | | | | |
| 12 | STA | 4+90.20 | TO STA | 5+72.96 | = | | | | | | | | COMPUTER GENERATED AREA = | 668.18 SF | | | | | | |
| 13 | STA | 5+34.70 | TO STA | 5+72.96 | = | 38.32 | FT | X | (| 13 | + | 13.08 |) | / | 2 | = | 499.69 SF | | | |
| 14 | STA | 5+72.96 | TO STA | 6+03.35 | = | 30.38 | FT | X | (| 18.96 | + | 17.64 |) | / | 2 | = | 555.95 SF | | | |
| 15 | STA | 7+25.05 | TO STA | 8+00.85 | = | 75.8 | FT | X | (| 31.4 | + | 28 |) | / | 2 | = | 2251.26 SF | | | |
| 16 | STA | 8+00.85 | TO STA | 8+51.66 | = | 50.81 | FT | X | (| 28 | + | 26.7 |) | / | 2 | = | 1389.65 SF | | | |
| 17 | STA | 8+51.66 | TO STA | 9+36.63 | = | 84.97 | FT | X | (| 26.4 | + | 26.3 |) | / | 2 | = | 2238.96 SF | | | |
| 18 | STA | 10+64.54 | TO STA | 10+74.96 | = | 10.42 | FT | X | (| 27.2 | + | 28 |) | / | 2 | = | 287.59 SF | | | |
| 19 | STA | 10+74.96 | TO STA | 11+18.62 | = | 43.66 | FT | X | (| 28 | + | 36.1 |) | / | 2 | = | 1399.30 SF | | | |
| 20 | STA | 11+18.62 | TO STA | 11+28.23 | = | 9.61 | FT | X | (| 38.9 | + | 52.3 |) | / | 2 | = | 438.22 SF | | | |
| 21 | SUM LINES | 12 | TO | 20 | | | | | | | | | = | 9728.80 SF | | | | | | |
| 22 | LINE | 21 | = | 9728.80 | SF | / | 9 | | | | | | | | = | 1080.98 SY | | | | |
| | TOTAL CARRIED TO GENERAL SUMMARY | | | | | | | | | | | | = | 1081 SY | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| | 202 - WALK REMOVED | | | | | | | | | | | | | | | | | | | |
| | 3RD ST. S.E. | | | | | | | | | | | | | | | | | | | |
| 23 | STA | 5+34.23 | TO STA | 6+01.29 | LT = | 64.4 | FT | X | (| 5 | FT | + | 4.7 | FT) | / | 2 | = | 312.34 SF | | |
| 24 | STA | 5+62.84 | TO STA | 5+91.80 | LT = | 32.9 | FT | X | (| 5 | FT | + | 4.9 | FT) | / | 2 | = | 162.86 SF | | |
| 25 | STA | 5+34.26 | TO STA | 5+60.26 | RT = | 26.00 | FT | x | (| 4.9 | FT | + | 4.9 | FT) | / | 2 | = | 127.40 SF | | |
| 26 | STA | 8+07.19 | TO STA | 9+50.33 | RT = | 143.14 | FT | x | (| 4.8 | FT | + | 4.7 | FT) | / | 2 | = | 679.92 SF | | |
| 27 | STA | 9+35.58 | TO STA | 9+50.39 | LT = | 14.81 | FT | x | (| 4 | FT | + | 3.9 | FT) | / | 2 | = | 58.50 SF | | |
| 28 | STA | 10+49.59 | TO STA | 10+54.58 | RT = | 4.99 | FT | x | (| 3.9 | FT | + | 3.7 | FT) | / | 2 | = | 18.96 SF | | |
| 29 | STA | 10+49.60 | TO STA | 10+54.62 | LT = | 5.02 | FT | x | (| 4 | FT | + | 3.9 | FT) | / | 2 | = | 19.83 SF | | |
| 30 | STA | 11+56.06 | TO STA | 11+75.00 | RT = | 18.94 | FT | x | (| 4.7 | FT | + | 5.1 | FT) | / | 2 | = | 92.81 SF | | |
| 31 | STA | 11+61.22 | TO STA | 11+75.00 | LT = | 13.78 | FT | x | (| 4.5 | FT | + | 4.8 | FT) | / | 2 | = | 64.08 SF | | |
| | WARNER RD. S.E. | | | | | | | | | | | | | | | | | | | |
| 32 | STA | 49+00.00 | TO STA | 49+78.55 | LT = | 74.74 | FT | x | (| 4.7 | FT | + | 5 | FT) | / | 2 | = | 362.49 SF | | |
| 33 | STA | 49+00.00 | TO STA | 49+74.38 | RT = | 73.26 | FT | x | (| 4.4 | FT | + | 4.4 | FT) | / | 2 | = | 322.34 SF | | |
| 34 | STA | 49+72.29 | TO STA | 49+83.83 | LT | | | | | | | | COMPUTER GENERATED AREA | = | 60.48 SF | | | | | |
| 35 | STA | 50+21.59 | TO STA | 50+34.11 | RT | | | | | | | | COMPUTER GENERATED AREA | = | 79.57 SF | | | | | |
| 36 | STA | 50+21.04 | TO STA | 50+31.90 | LT = | 10.86 | FT | x | (| 2.4 | FT | + | 4.1 | FT) | / | 2 | = | 35.29 SF | | |
| 37 | SUM LINES | 23 | TO | 36 | | | | | | | | | = | 2396.87 SF | | | | | | |
| | TOTAL CARRIED TO GENERAL SUMMARY | | | | | | | | | | | | = | 2397 SF | | | | | | |
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CALCULATIONS

STA-3RD ST. S.E.

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| LINE | DESCRIPTION | CALCULATION | QUANTITY |
|---|---------------------------------|--|--|
| 608 - 4" CONCRETE WALK | | | |
| 3RD ST. S.E. | | | |
| 64 | STA 5+88.08 TO STA 6+01.29 | LT = $35.11 \text{ FT} \times (5 \text{ FT} + 5 \text{ FT}) / 2$ | = 175.55 SF |
| 65 | STA 8+27.39 TO STA 8+40.11 | RT = $13.07 \text{ FT} \times (4.5 \text{ FT} + 4.5 \text{ FT}) / 2$ | = 58.82 SF |
| 66 | STA 8+40.11 TO STA 8+51.38 | RT = $11.31 \text{ FT} \times (4.5 \text{ FT} + 4.5 \text{ FT}) / 2$ | = 50.90 SF |
| 67 | STA 8+42.49 TO STA 8+50.15 | RT = $4.22 \text{ FT} \times (10 \text{ FT} + 11.3 \text{ FT}) / 2$ | = 44.94 SF |
| 68 | STA 8+42.11 TO STA 8+50.15 | RT = | COMPUTER GENERATED AREA = 85.26 SF |
| 69 | STA 8+50.15 TO STA 9+08.03 | RT = $57.65 \text{ FT} \times (18.6 \text{ FT} + 13.6 \text{ FT}) / 2$ | = 928.17 SF |
| 70 | STA 9+08.03 TO STA 9+23.46 | RT = $15.90 \text{ FT} \times (13.6 \text{ FT} + 17.7 \text{ FT}) / 2$ | = 248.84 SF |
| 71 | STA 9+23.46 TO STA 9+38.89 | LT / RT = $16.00 \text{ FT} \times (24.6 \text{ FT} + 28.8 \text{ FT}) / 2$ | = 427.20 SF |
| 72 | STA 9+38.89 TO STA 9+49.13 | LT / RT = $9.23 \text{ FT} \times (28.8 \text{ FT} + 28.4 \text{ FT}) / 2$ | = 263.98 SF |
| 73 | STA 10+50.62 TO STA 11+16.77 | RT = $67.00 \text{ FT} \times (10.2 \text{ FT} + 10 \text{ FT}) / 2$ | = 676.70 SF |
| 74 | STA 11+55.88 TO STA 11+75.00 | RT = $19.12 \text{ FT} \times (4.7 \text{ FT} + 5.1 \text{ FT}) / 2$ | = 93.69 SF |
| 75 | STA 11+61.38 TO STA 11+75.00 | LT = $13.62 \text{ FT} \times (4.8 \text{ FT} + 4.8 \text{ FT}) / 2$ | = 65.38 SF |
| ALONG WARNER RD. S.E. | | | |
| 76 | STA 49+00.00 TO STA 49+66.40 | LT = $66.40 \text{ FT} \times (4.8 \text{ FT} + 4.8 \text{ FT}) / 2$ | = 318.72 SF |
| 77 | STA 49+00.00 TO STA 49+72.30 | RT = $73.34 \text{ FT} \times (4.5 \text{ FT} + 4.5 \text{ FT}) / 2$ | = 330.03 SF |
| 78 | STA 50+29.92 TO STA 50+34.11 | RT = $4.19 \text{ FT} \times (0 \text{ FT} + 4.2 \text{ FT}) / 2$ | = 8.80 SF |
| 79 | SUM LINES 64 TO 78 | | = 3776.98 SF |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 3777 SF |
| 608 - CURB RAMP, AS PER PLAN | | | |
| 3RD ST. S.E. | | | |
| 80 | STA 5+34.26 TO STA 5+60.26 | RT = $(26.00 \text{ FT} \times 5 \text{ FT}) + (6 \text{ FT} \times 6.5 \text{ FT})$ | = 169.00 SF |
| 81 | STA 5+47.24 | LT = $(5 \text{ FT} \times 6 \text{ FT}) + 2 \times (6 \text{ FT} \times 5 \text{ FT} / 2)$ | = 60.00 SF |
| 82 | STA 5+58.68 | LT = $(5.25 \text{ FT} \times 6 \text{ FT}) + 2 \times (6 \text{ FT} \times 5 \text{ FT} / 2) + 0.5 \text{ FT} \times 15 \text{ FT}$ | = 69.00 SF |
| 83 | STA 5+77.07 | LT = $(7.5 \text{ FT} + 5.8 \text{ FT}) / 2 \times (9.2 \text{ FT} + 7.4 \text{ FT}) / 2$ | = 55.20 SF |
| 84 | STA 8+38.42 | LT/RT = $(9.1 \text{ FT} \times 5.8 \text{ FT}) + 2 \times (5.8 \text{ FT} \times 6.4 \text{ FT} / 2) + 0.5 \text{ FT} \times 22.1 \text{ FT}$ | = 100.95 SF |
| WARNER RD. S.E. | | | |
| 85 | STA 49+66.40 TO STA 49+88.66 | LT = $(22.26 \text{ FT} \times 5.5 \text{ FT}) + (4.63 \text{ FT} + 6.16 \text{ FT}) / 2 \times 10 \text{ FT}$ | = 176.38 SF |
| 86 | STA 49+66.40 TO STA 49+88.66 | LT = $(6.16 \text{ FT} \times 6.39 \text{ FT}) / 2 + (4.63 \text{ FT} \times 5.83 \text{ FT}) / 2$ | = 33.18 SF |
| 87 | STA 49+72.30 TO STA 49+84.36 | RT | COMPUTER GENERATED AREA = 67.61 SF |
| 88 | STA 50+17.75 TO STA 50+31.87 | LT = $14.12 \text{ FT} \times (5.1 + 5.4) \text{ FT} / 2$ | = 74.13 SF |
| 89 | STA 50+20.73 TO STA 50+34.11 | RT | COMPUTER GENERATED AREA = 83.00 SF |
| 90 | SUM LINES 80 TO 89 | | = 888.45 SF |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 889 SF |
| 623 - MONUMENT BOX ADJUSTED TO GRADE | | | |
| 91 | STA 5+53.19 | LT | = 1 EACH |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 1 EACH |
| 690 - SPECIAL - BOLLARD, FLEXIBLE | | | |
| 92 | STA 9+44.12 | RT | = 1 EACH |
| 93 | STA 10+55.62 | RT | = 1 EACH |
| 94 | SUM LINES 92 TO 93 | | = 2 EACH |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 2 EACH |
| 254 - PAVEMENT PLANING, ASPHALT CONCRETE | | | |
| 95 | LINE 11 | | = 1273.55 SF |
| 96 | LINE 95 | = $1273.55 \text{ SF} / 9$ | = 141.51 SY |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 142 SY |
| 304 - 6" AGGREGATE BASE | | | |
| 97 | LINE 7 | | = 9367.14 SF |
| ADDITIONAL FOR STEP | | | |
| 98 | CUL-DE-SAC | = $327.75 \text{ FT} \times (6 \text{ " } / 12 \text{ " })$ | = 163.88 SF |
| 99 | RIVERSIDE DR. S.E. INTERSECTION | = $152.87 \text{ FT} \times (6 \text{ " } / 12 \text{ " })$ | = 76.44 SF |
| ADDITIONAL | | | |
| 100 | UNDER SIDEWALK | LINE 79 | = 3776.98 SF |
| 101 | UNDER CURB RAMP | LINE 90 | = 888.45 SF |
| 102 | UNDER TRAFFIC ISLAND | LINE 123 | = 702.20 SF |
| 103 | SUM LINES 97 TO 102 | | = 14975.09 SF |
| 104 | LINE 103 | = $14975.09 \text{ SF} \times (6 \text{ " } / 12 \text{ " }) / 27$ | = 277.32 CY |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 278 CY |
| 407 - TACK COAT (FOR BRICK SURFACES) | | | |
| 105 | LINE 11 | = $(1273.55 \text{ SF} / 9) \times 0.08 \text{ GAL} / \text{SY}$ | = 11.32 GAL |
| | | | TOTAL CARRIED TO GENERAL SUMMARY = 12 GAL |

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CALCULATIONS

STA-3RD ST. S.E.

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| LINE | DESCRIPTION | CALCULATION | QUANTITY |
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| | 407 - TACK COAT (FOR PROPOSED PAVEMENT) | | |
| 106 | LINE 11 | = (1273.55 SF / 9) x 0.06 GAL / SY | = 8.49 GAL |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 9 GAL |
| | 441 - 1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 | | |
| 107 | LINE 11 | = 1273.55 SF x (1 1/4" / 12) / 27 | = 4.91 CY |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 5 CY |
| | 441 - 1 3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448), PG64-22 | | |
| 108 | LINE 11 | = 1273.55 SF x (1 3/4" / 12) / 27 | = 6.88 CY |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 7 CY |
| | 452 - 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1, AS PER PLAN | | |
| 109 | LINE 7 | | = 9367.14 SF |
| 110 | LINE 109 | = 9367.14 SF / 9 | = 1040.79 SY |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 1041 SY |
| | 609 - CURB, TYPE 2-A | | |
| | 3RD ST. S.E. TRAFFIC ISLAND - ALONG FACE OF CURB | | |
| 111 | STA 5+22.63 TO STA 5+66.53 | | = 87.41 FT |
| | 3RD ST. S.E. RIGHT TURN LANE - ALONG FACE OF CURB | | |
| 112 | STA 5+80.66 TO 6+03.35 LT | | = 64.34 FT |
| | CUL-DE-SAC - ALONG FACE OF CURB | | |
| 113 | STA 7+24.22 TO 8+01.93 RT | | = 76.86 FT |
| 114 | STA 8+44.72 TO 8+45.62 LT | | = 2.05 FT |
| 115 | STA 7+25.05 TO 8+48.99 | | = 170.59 FT |
| 116 | SUM LINES 111 TO 115 | | = 401.25 FT |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 402 FT |
| | 609 - CURB, TYPE 6, AS PER PLAN | | |
| | 3RD ST. S.E. | | |
| 117 | STA 5+27.13 TO STA 5+62.04 LT | | = 34.91 FT |
| 118 | STA 11+56.41 TO 11+75.00 RT | | = 18.59 FT |
| 119 | STA 11+60.89 TO 11+75.00 LT | | = 14.10 FT |
| | WARNER RD. S.E. | | |
| 120 | STA 49+00.00 TO 49+66.40 LT | | = 66.40 FT |
| 121 | STA 49+00.00 TO 49+72.30 RT | | = 72.30 FT |
| 122 | SUM LINES 117 TO 121 | | = 206.30 FT |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 207 FT |
| | 609 - 6" CONCRETE TRAFFIC ISLAND | | |
| 123 | STA 5+22.63 TO STA 5+66.53 | | COMPUTER GENERATED AREA = 702.20 SF |
| 124 | LINE 123 | = 702.2 SF / 9 | = 78.02 SY |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 78 SY |
| | 626 - BARRIER REFLECTOR, TYPE 2 | | |
| 125 | STA 10+53.90 TO STA 10+66.05 | = 6.25 FT / 50 + 25 FT TYPE T / 50 (3 MINIMUM) | = 3 EACH |
| | TOTAL CARRIED TO GENERAL SUMMARY | | = 3 EACH |

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CALCULATIONS

STA-3RD ST. S.E.

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| LINE | DESCRIPTION | | CALCULATION | | | | | | | | | | QUANTITY | |
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| | | | | | | | | | | | | | | |
| | 659 - SEEDING AND MULCHING | | | | | | | | | | | | | |
| 1 | TOTAL SEEDING AND MULCHING FROM PLAN | | | | | | | | | | | | = 1267.00 SY | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 1267 SY | |
| | | | | | | | | | | | | | | |
| | 659 - REPAIR SEEDING AND MULCHING | | | | | | | | | | | | | |
| 2 | LINE | 1 | = | 1267.00 | SY | X | 5% | | | | | | = 63.35 SY | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 64 SY | |
| | | | | | | | | | | | | | | |
| | 659 - TOPSOIL | | | | | | | | | | | | | |
| 3 | LINE | 1 | = | 1267.00 | SY | X | III | CY | / | 1000 | SY | | = 140.64 CY | |
| | LANDSCAPING AREAS | | | | | | | | | | | | | |
| 4 | STA | 8+45.16 | TO STA | 9+49.13 | | | | | | | | | COMPUTER GENERATED AREA | = 1886.54 SF |
| 5 | STA | 10+50.62 | TO STA | 10+64.08 | | | | | | | | | COMPUTER GENERATED AREA | = 182.2 SF |
| 6 | SUM LINES | 4 | AND | 5 | = | 2068.74 | / | 9 | SY | X | III | CY | = 25.51 CY | |
| 7 | SUM LINES | 3 | AND | 6 | | | | | | | | | = 166.15 CY | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 167 CY | |
| | | | | | | | | | | | | | | |
| | 659 - COMMERCIAL FERTILIZER | | | | | | | | | | | | | |
| 8 | LINE | 1 | = | 1267.00 | SY | X | 1 | TON | / | 7410 | SY | | = 0.17 TON | |
| | LANDSCAPING AREAS | | | | | | | | | | | | | |
| 9 | SUM LINES | 4 | AND | 5 | = | 2068.74 | SF | / | 9 | X | 1 | TON | = 0.03 TON | |
| 10 | SUM LINES | 8 | AND | 9 | | | | | | | | | = 0.20 TON | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 0.20 TON | |
| | | | | | | | | | | | | | | |
| | 659 - LIME | | | | | | | | | | | | | |
| 11 | LINE | 1 | = | 1267.00 | SY | / | 4840 | SY PER ACRE | | | | | = 0.26 ACRE | |
| | LANDSCAPING AREAS | | | | | | | | | | | | | |
| 12 | SUM LINES | 4 | AND | 5 | = | 2068.74 | SF | / | 9 | / | 4840 | SY PER ACRE | = 0.05 ACRE | |
| 13 | SUM LINES | 11 | AND | 12 | | | | | | | | | = 0.31 ACRE | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 0.31 ACRE | |
| | | | | | | | | | | | | | | |
| | 659 - WATER | | | | | | | | | | | | | |
| 14 | LINE | 1 | = | 1267.00 | SY | X | 0.0027 | M GAL | / | SY | X | 2 APPLICATIONS | = 6.84 MGAL | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 7 MGAL | |
| | | | | | | | | | | | | | | |
| | 659 - SOIL ANALYSIS TEST | | | | | | | | | | | | | |
| 15 | LINE | 7 | = | 166.15 | CY | X | 1.00 | TEST | / | 10000 | CY | (MINIMUM OF 2 TESTS) | = 0.02 EACH | |
| | TOTAL CARRIED TO GENERAL NOTES | | | | | | | | | | | | = 2 EACH | |
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| DRAINAGE SUBSUMMARY | | | | | | | | | | | | | | | |
|--------------------------------------|-----------|------------|------------|-------|--------------------------------|---------------------|--|---------------------|---------------------|---------------------|--------------------|------------------------------------|-----------------------|------------------------------|---|
| SHEET NO. | REFERENCE | STATION | | SIDE | 202 | | | 611 | | | | | | | |
| | | | | | PIPE REMOVED, 24" AND UNDER | CATCH BASIN REMOVED | SPECIAL - PIPE CLEANOUT, 24" AND UNDER | 12" CONDUIT, TYPE B | 12" CONDUIT, TYPE C | 15" CONDUIT, TYPE B | CATCH BASIN, NO. 3 | CATCH BASIN, NO. 5 WITH B GRATE | CATCH BASIN, NO. 2-2B | MANHOLE ADJUSTED TO GRADE | MANHOLE RECONSTRUCTED TO GRADE, AS PER PLAN |
| | | FROM | TO | | FT | EACH | FT | FT | FT | FT | EACH | EACH | EACH | EACH | EACH |
| 23 | D-1 | 7+27.96 | 7+53.00 ± | LT/RT | 4 | 1 | 19 | | | 4 | 1 | | | | |
| 23 | D-2 | 7+28.60 | 7+53.00 ± | LT | 4 | 1 | 30 | 4 | | | 1 | | | | |
| 23 | D-3 | 7+53.00 | 8+66.04 ± | RT | | | 114 | | | | | | | 1 | |
| 23 | D-4 | 8+65.90 | 8+66.04 ± | LT/RT | 6 | 1 | 39 | | 14 | | | | 1 | | |
| 23 | D-5 | 9+25.00 ± | | | | | | | | | | | | 1 | |
| 23 | D-6 | 11+17.55 | 11+20.00 | LT/RT | 4 | 1 | 14 | | | 4 | | 1 | | | |
| 23 | D-7 | 11+20.00 | | RT | | | | | | 9 | | 1 | | | |
| 23 | D-8 | 11+13.48 ± | 11+20.52 ± | RT | 9 | 1 | | | | | | | | | 1 |
| TOTAL | | | | | 27 | 5 | 216 | 4 | 14 | 17 | 2 | 2 | 1 | 2 | 1 |
| TOTALS CARRIED TO GENERAL SUMMARY | | | | | 27 | 5 | 216 | 4 | 14 | 17 | 2 | 2 | 1 | 2 | 1 |

| DRIVEWAY SUBSUMMARY | | | | | | | | |
|--------------------------------------|-----------|----------|------|--|------------|---------------------|----------------|---|
| SHEET NO. | REFERENCE | STATION | SIDE | DRIVE AREA (COMPUTER GENERATED AREA) | 203 | 204 | 304 | 452 |
| | | | | | EXCAVATION | SUBGRADE COMPACTION | AGGREGATE BASE | 6" NON-REINFORCED CONCRETE PAVEMENT, CLASS OCl, AS PER PLAN |
| | | | | SF | CY | SY | CY | SY |
| 34 | DR-1 | 8+16.15 | RT | 248.68 | 10.20 | 27.63 | 4.61 | 27.63 |
| 34 | DR-2 | 9+03.29 | LT | 708.27 | 26.23 | 78.70 | 13.12 | 78.70 |
| 34 | DR-3 | 10+72.41 | LT | 1341.31 | 12.49 | 149.03 | 24.84 | 149.03 |
| TOTAL | | | | 2298.26 | 48.92 | 255.36 | 42.56 | 176.67 |
| TOTALS CARRIED TO GENERAL SUMMARY | | | | | 49 | 256 | 43 | 177 |

| TRAFFIC CONTROL SUBSUMMARY | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|-----------|-------------|--------------------|----------|---------|----------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------|------------------|---|---|---|---|---------------|-------------|----------------|------------|------------|--------|------|-------|
| SHEET NO. | REFERENCE | STATION | | SIDE | CODE | SIZE | 630 | | | | | | | | | | 644 | | | | | | |
| | | | | | | | GROUND MOUNTED SUPPORT, NO. 2 POST | GROUND MOUNTED SUPPORT, NO. 3 POST | GROUND MOUNTED SUPPORT, NO. 4 POST | SIGN POST REFLECTOR | SIGN, FLAT SHEET | REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL | REMOVAL OF GROUND MOUNTED SIGN AND REERECTION | REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL | REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL | EDGE LINE, 4" | CENTER LINE | CROSSWALK LINE | LANE ARROW | YIELD LINE | | | |
| | | EXISTING | PROPOSED | | | | | | | | | | | | | | | | | | | | |
| | | | FROM | TO | | | IN | x | IN | FT | FT | FT | EACH | SF | EACH | EACH | EACH | EACH | MILE | MILE | FT | EACH | FT |
| | | | MARKING | | | | | | | | | | | | | | | | | | | | |
| 35-36 | | | 4+85.75 | 5+54.80 | LT | | | | | | | | | | | | | | 80.41 | 69.05 | 47.97 | | |
| 35-36 | | | 5+54.80 | 5+87.11 | LT | | | | | | | | | | | | | | 58.15 | 32.31 | 40.10 | | 17.00 |
| 35-36 | | | 5+87.11 | 7+41.37 | | | | | | | | | | | | | | | | 154.26 | | 1 | |
| 35-36 | | | 11+27.50 | 11+47.67 | RT | | | | | | | | | | | | | | | | 41.32 | | |
| 35-36 | | | 11+28.86 | 11+51.43 | LT | | | | | | | | | | | | | | | | 47.21 | | |
| 35-36 | | | 11+47.67 | 11+57.25 | LT / RT | | | | | | | | | | | | | | | | 81.87 | | |
| | | | SIGNING | | | | | | | | | | | | | | | | | | | | |
| | | | RIVERSIDE DR. S.E. | | | | | | | | | | | | | | | | | | | | |
| 35 | S-1 | 105+35.50 ± | 105+19.00 | | RT | W1-8L-18 | 18 | x | 24 | 9.5 | | | 1 | 3.00 | 1 | | 1 | | | | | | |
| 35 | S-2 | | 105+57.00 | | LT | R5-1-30 | 30 | x | 30 | | 13.0 | | | 6.25 | | | | | | | | | |
| 35 | S-3 | | 105+73.00 | | LT | R6-2R-24 | 24 | x | 30 | 13.0 | | | | 5.00 | | | | | | | | | |
| 35 | S-4 | 105+56.22 ± | 106+00.00 | | RT | W1-8L-18 | 18 | x | 24 | 9.5 | | | 1 | 3.00 | 1 | | 1 | | | | | | |
| 35 | S-5 | 105+74.72 ± | | | RT | W1-8L-18 | | | | | | | | | 1 | | 1 | | | | | | |
| | | | 3RD ST. S.E. | | | | | | | | | | | | | | | | | | | | |
| 35 | S-6 | | 4+85.00 | | RT | W14-1-30 | 30 | x | 30 | | 14.0 | | | 6.25 | | | | | | | | | |
| 35 | S-7 | | 5+35.00 | | LT | R1-6-12 | 12 | x | 36 | 7.5 | | | | 3.00 | | | | | | | | | |
| 35 | S-8 | | 5+35.00 | | RT | R1-6-12 | 12 | x | 36 | 7.5 | | | | 3.00 | | | | | | | | | |
| 35 | S-9 | | 5+63.00 | | LT | W1-8R-18 | 18 | x | 24 | 9.5 | | | 1 | 3.00 | | | | | | | | | |
| 35 | S-10 | | 5+75.00 | | LT | R1-2-36 | 36 | x | 36 | | 16.1 | | 1 | 9.00 | | | | | | | | | |
| | | | | | | R6-2R-24 | 24 | x | 30 | | | | | 5.00 | | | | | | | | | |
| 35 | S-11 | 6+13.45 ± | 6+00.00 | | RT | R7-1D-12 | 12 | x | 18 | 12.0 | | | | 1.50 | | | 1 | | | | | | |
| 36 | S-12 | 8+23.74 ± | | | RT | SPECIAL | | | | | | | | | | | 2 | | | | | | |
| 36 | S-13 | 9+19.60 ± | | | LT | R7-1D-12 | | | | | | | | | | | 1 | | | | | | |
| 36 | S-14 | 9+37.96 ± | | | LT | SPECIAL | 12 | x | 12 | 8.5 | | | | | | 1 | 1 | | | | | | |
| 36 | S-15 | | 9+45.00 | | LT | OM4-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 36 | S-16 | | 9+45.00 | | LT | OM4-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 36 | S-17 | | 9+45.00 | | LT | OM4-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 36 | S-18 | 10+52.13 ± | | | LT | SPECIAL | 12 | x | 12 | 8.5 | | | | | | 1 | 1 | | | | | | |
| 36 | S-19 | | 10+56.81 | | LT | OM4-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 36 | S-20 | | 10+59.75 | | LT | OM4-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 36 | S-21 | | 10+63.31 | | LT | OM4-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 36 | S-22 | | 11+07.46 | | RT | R1-1 | | | | | | | | | 1 | | 1 | | | | | | |
| | | | | | | 3-WAY | | | | | | | | | 1 | | | | | | | | |
| 36 | S-23 | 11+13.77 ± | 11+13.77 | | LT | R1-1 | 30 | x | 30 | | 13.0 | | 1 | 6.25 | 1 | | 1 | | | | | | |
| | | | | | | SPECIAL | 24 | x | 18 | | | | | 3.00 | | | | | | | | | |
| | | | | | | R6-2R | | | | | | | | | 1 | | | | | | | | |
| | | | | | | R5-1 | | | | | | | | | 1 | | | | | | | | |
| 36 | S-24 | | 11+21.00 | | LT | R6-1R-36 | 36 | x | 12 | 11.5 | | | | 3.00 | | | | | | | | | |
| | | | | | | R6-1L-36 | 36 | x | 12 | | | | | 3.00 | | | | | | | | | |
| 36 | S-25 | | 11+21.00 | | LT | OM1-1-18 | 18 | x | 18 | 9.6 | | | | 2.25 | | | | | | | | | |
| 37 | S-26 | 11+70.00 ± | 11+75.00 | | RT | R2-1-24 | 24 | x | 30 | | 15.1 | | | | | 1 | | | | | | | |
| | | | | | | SPECIAL | 18 | x | 24 | | | | | | | 1 | | | | | | | |
| TOTAL | | | | | | | | | | 164.2 | 55.1 | 16.1 | 5 | 79.0 | 8 | 4 | 7 | 4 | 138.56 | 255.62 | 258.47 | 1 | 17.00 |
| COVERT FEET TO MILES WHERE APPLICABLE | | | | | | | | | | | | | | | | | | 0.03 | 0.05 | | | | |
| TOTALS CARRIED TO GENERAL SUMMARY | | | | | | | | | | 164.2 | 55.1 | 16.1 | 5 | 79.0 | 8 | 4 | 7 | 4 | 0.03 | 0.05 | 259 | 1 | 17 |

CURVE DATA

CL RIVERSIDE DR. S.E.
P.I. STA. 105+53.19
 $\Delta=69^{\circ}06'55''$
 $Dc=28^{\circ}38'52''$
 $R=200.00'$
 $T=137.75'$
 $L=241.26'$
 $CHD.=226.89'$
 $BRG.=N 69^{\circ}22'21'' E$

ROADWAY LEGEND

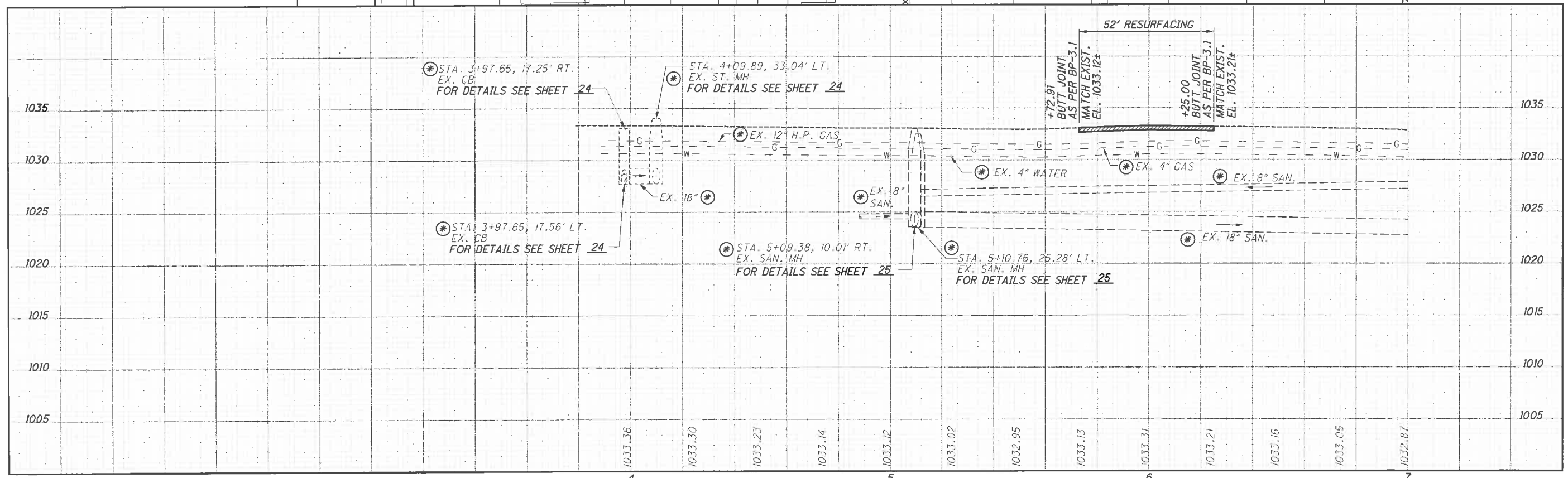
- PLANING AND RESURFACING (THK. = 3")
- FULL DEPTH PAVEMENT (8" - 452 ON 6" - 304)
- DO NOT DISTURB
- TO BE RELOCATED BY OTHERS
- MONUMENT BOX ADJUSTED TO GRADE
- CONSTRUCTION LIMITS
- RELOCATED POLE
- H.P. HIGH PRESSURE

| CROSS REFERENCES | |
|------------------|----------------------|
| 3-4 | TYPICAL SECTIONS |
| 20-21 | SUBSUMMARIES |
| 24-31 | CROSS SECTIONS |
| 32-33 | INTERSECTION DETAILS |
| 35-36 | TRAFFIC CONTROL |

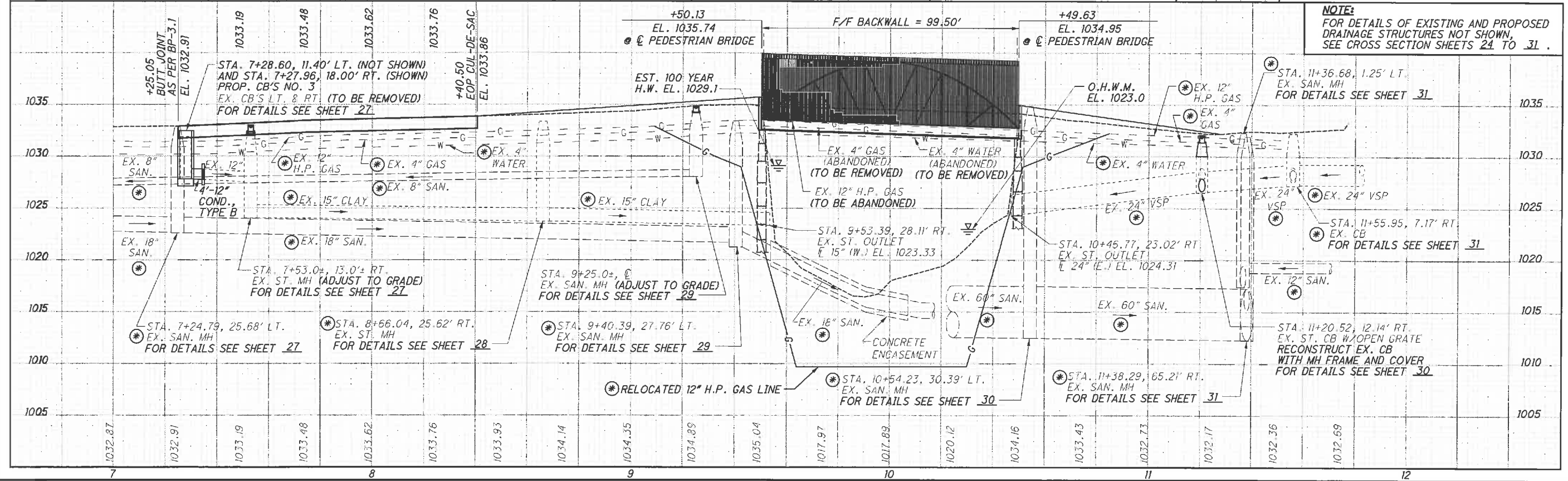
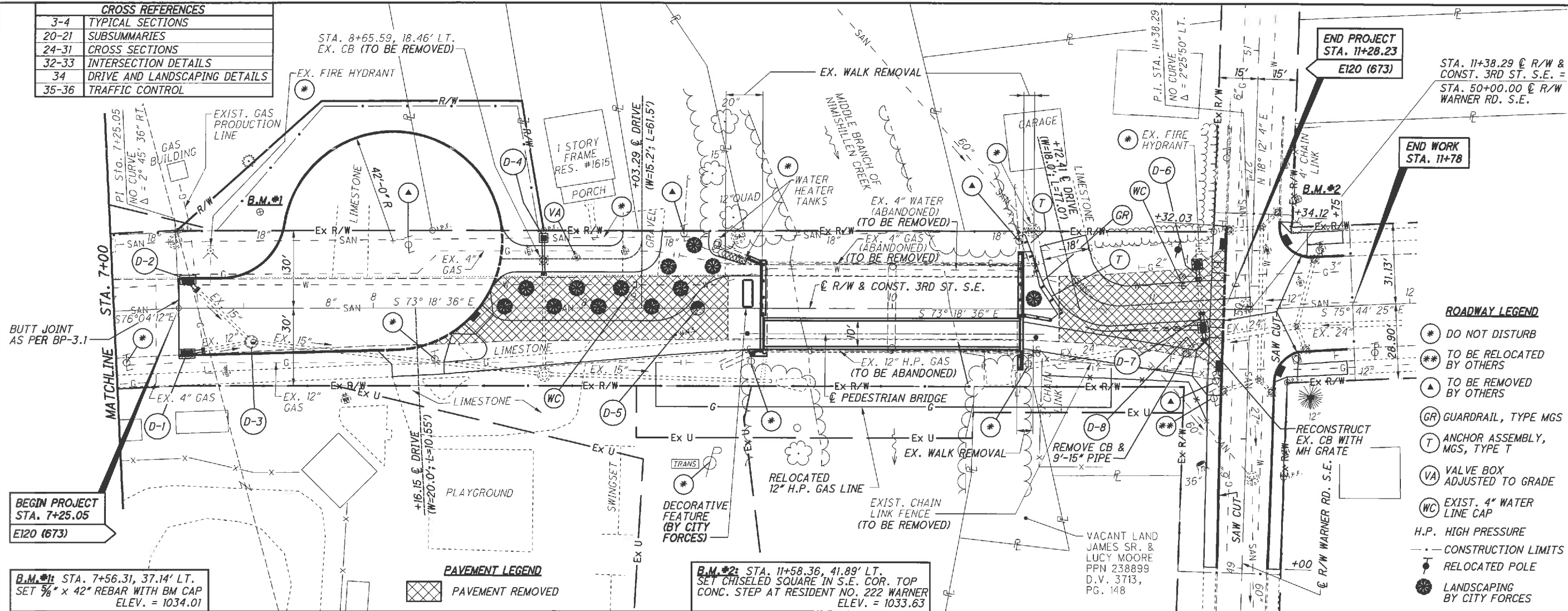


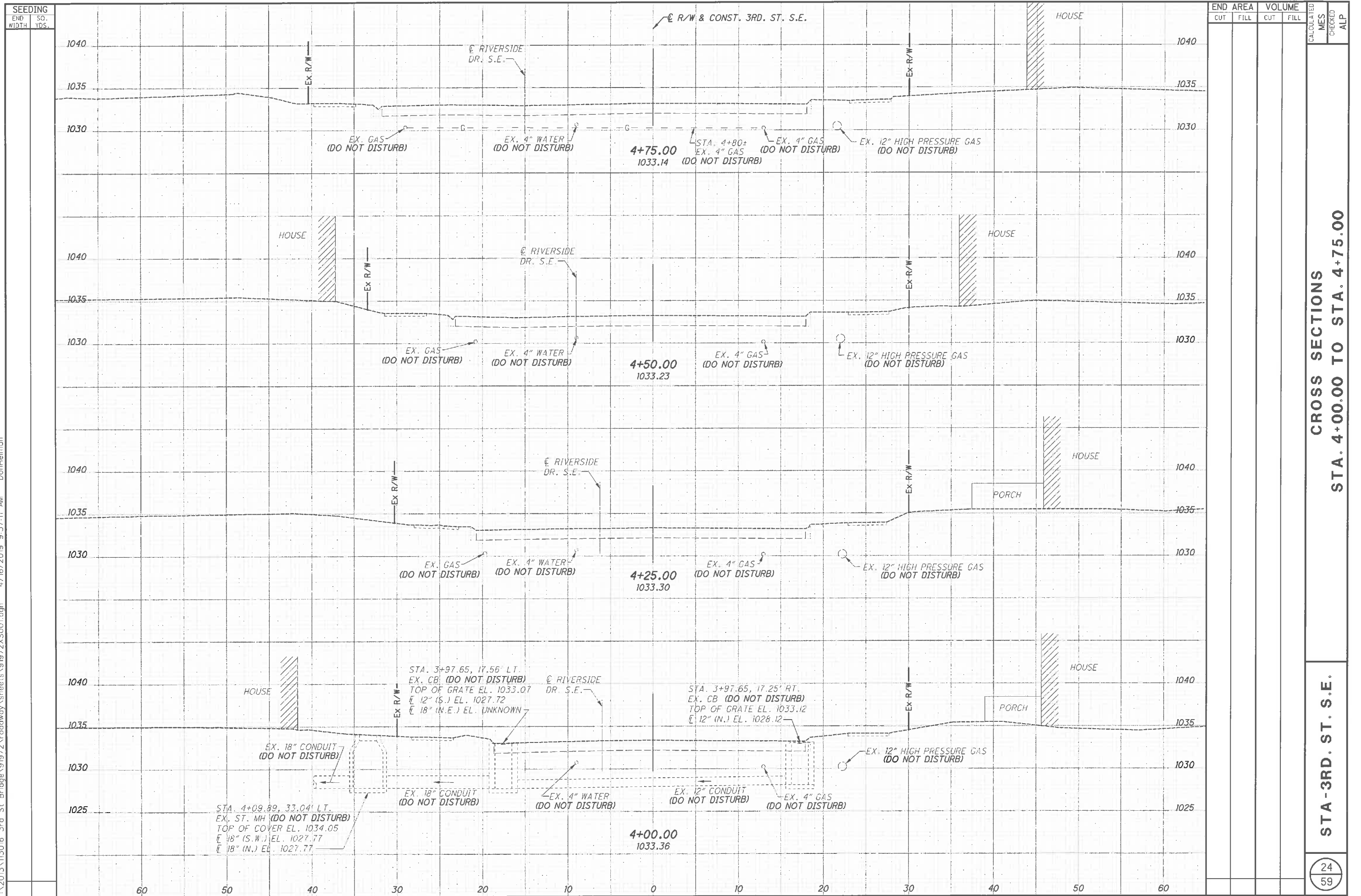
PLAN AND PROFILE
STA. 2+00.00 TO STA. 7+00.00

STA-3RD ST. S.E.
22
59



| CROSS REFERENCES | |
|------------------|-------------------------------|
| 3-4 | TYPICAL SECTIONS |
| 20-21 | SUBSUMMARIES |
| 24-31 | CROSS SECTIONS |
| 32-33 | INTERSECTION DETAILS |
| 34 | DRIVE AND LANDSCAPING DETAILS |
| 35-36 | TRAFFIC CONTROL |

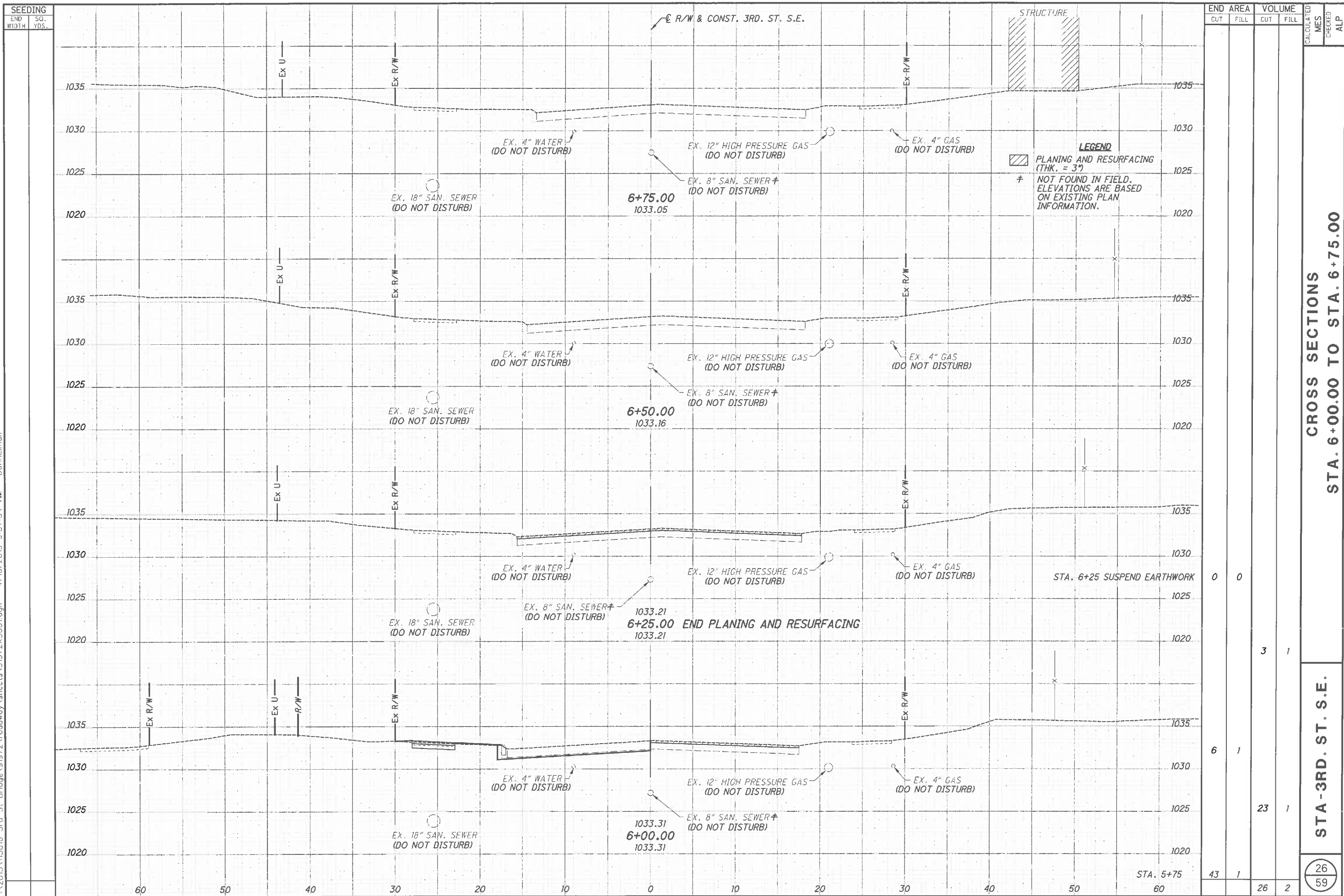


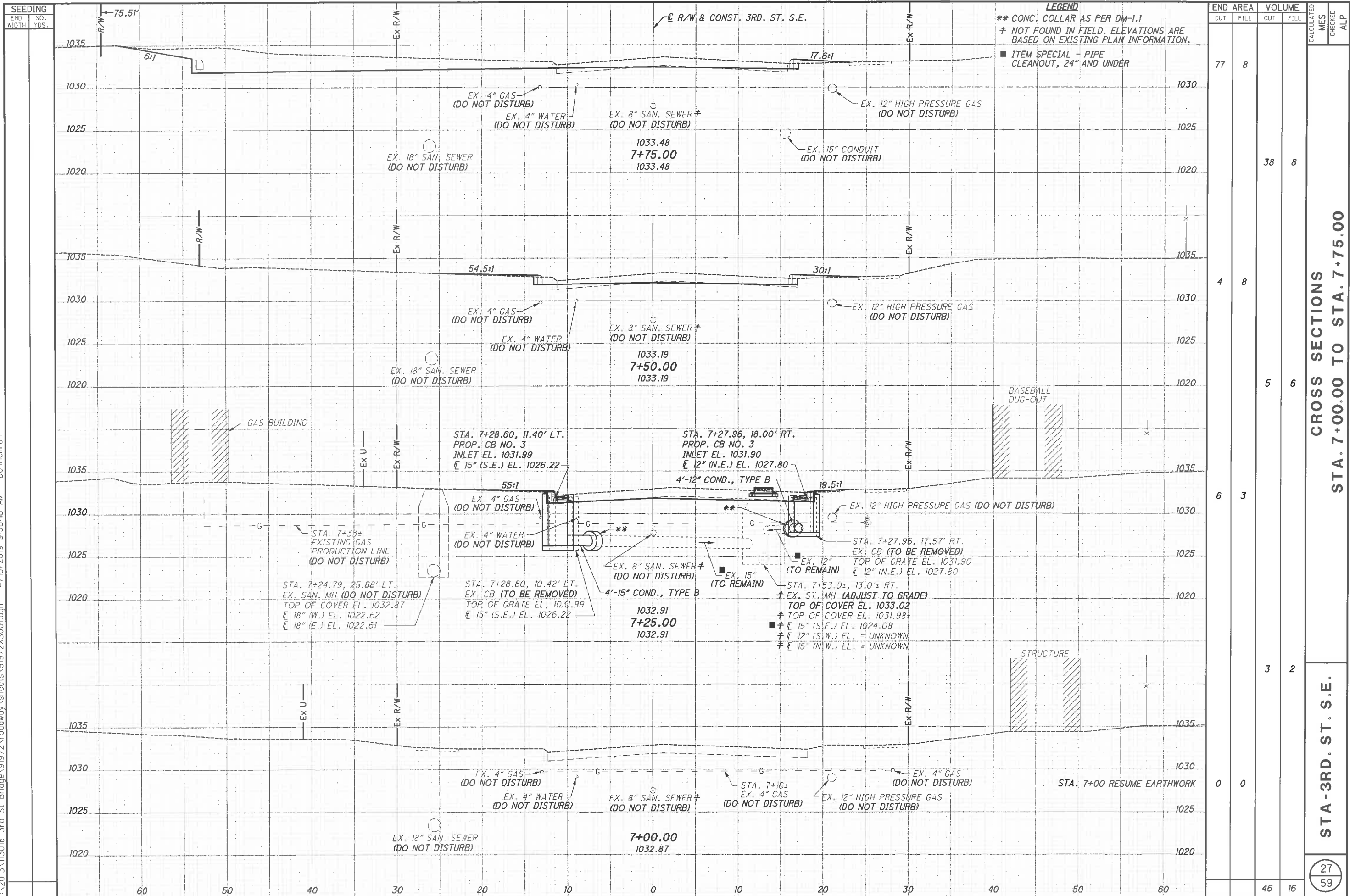


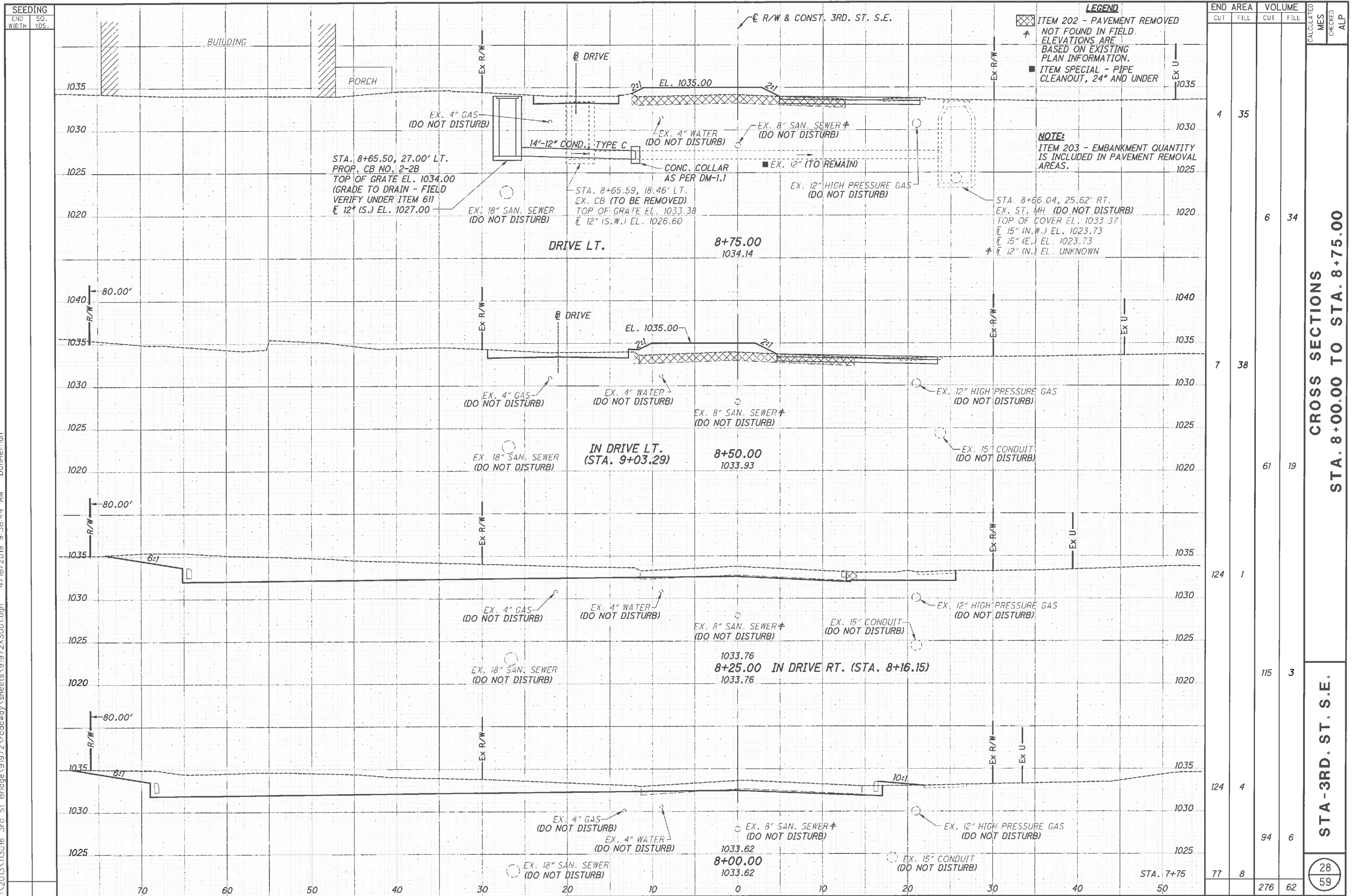
CROSS SECTIONS
STA. 4+00.00 TO STA. 4+75.00

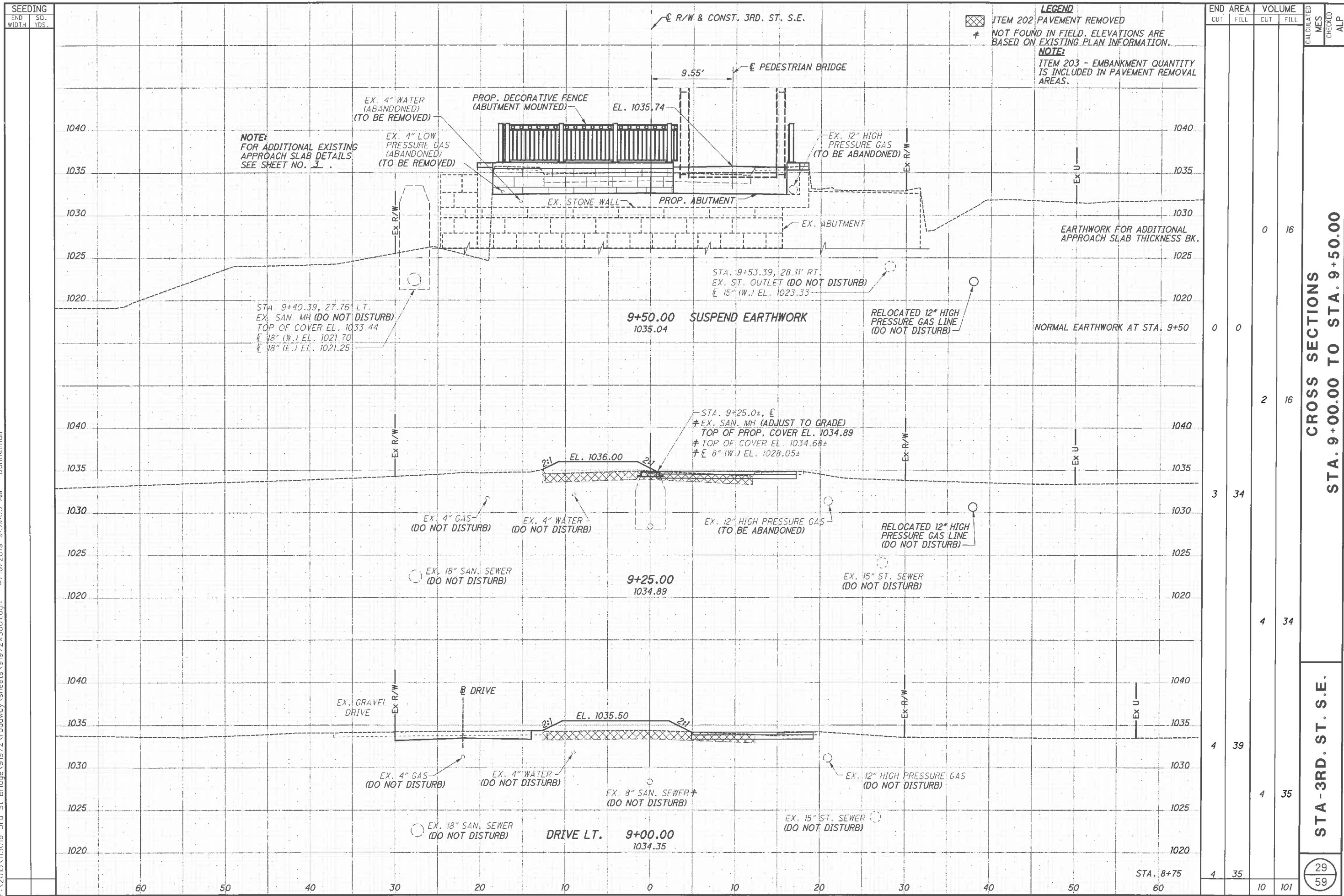
STA-3RD. ST. S.E.



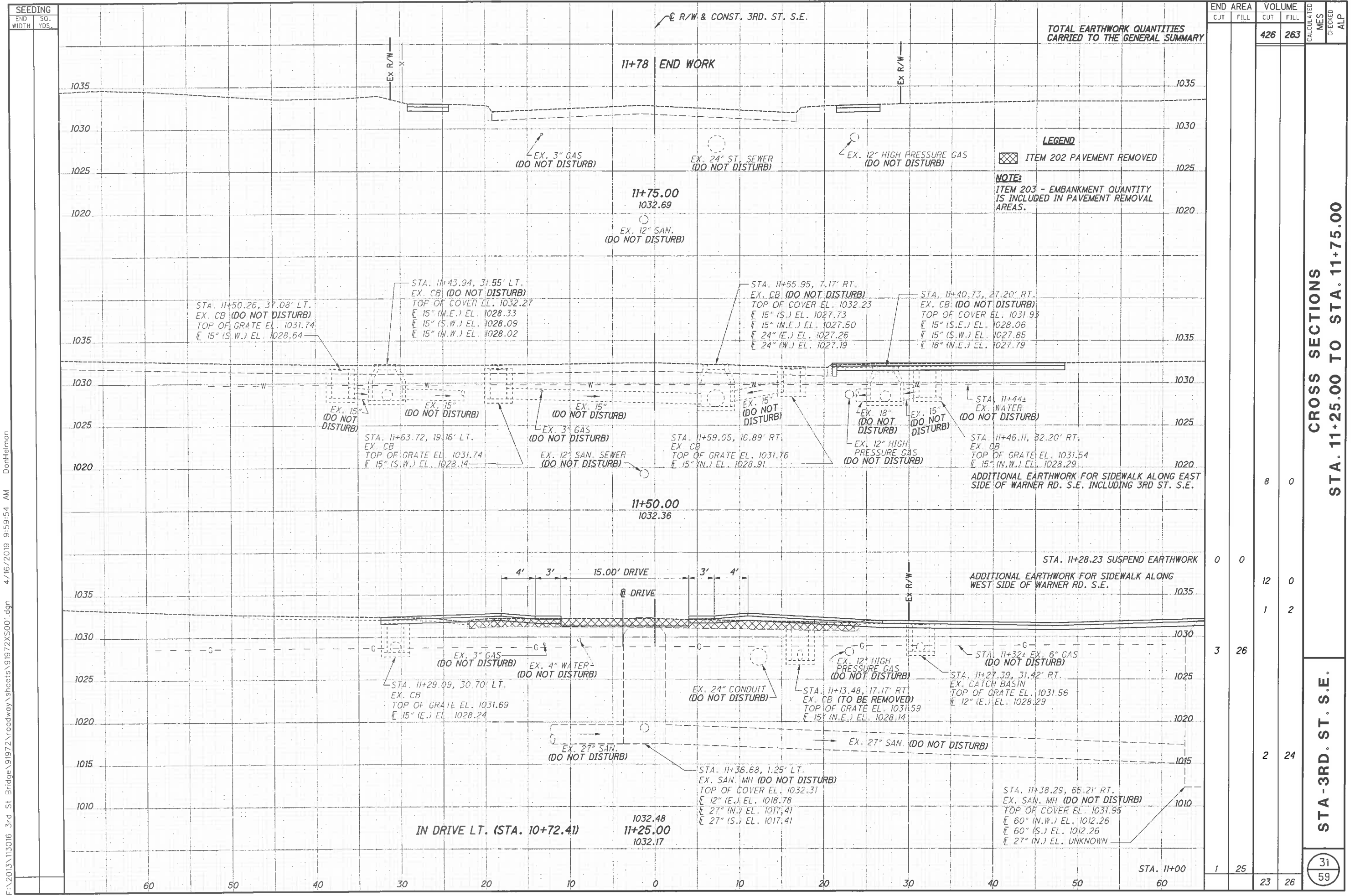












CURVE DATA

CL RIVERSIDE DR. S.E.
P.I. STA. 105+53.19
 $\Delta = 69^{\circ}06'55''$
 $Dc = 28^{\circ}38'52''$
 $R = 200.00'$
 $T = 137.75'$
 $L = 241.26'$
 $CHD. = 226.89'$
 $BRG. = N 69^{\circ}22'21'' E$

ISLAND ELEVATIONS

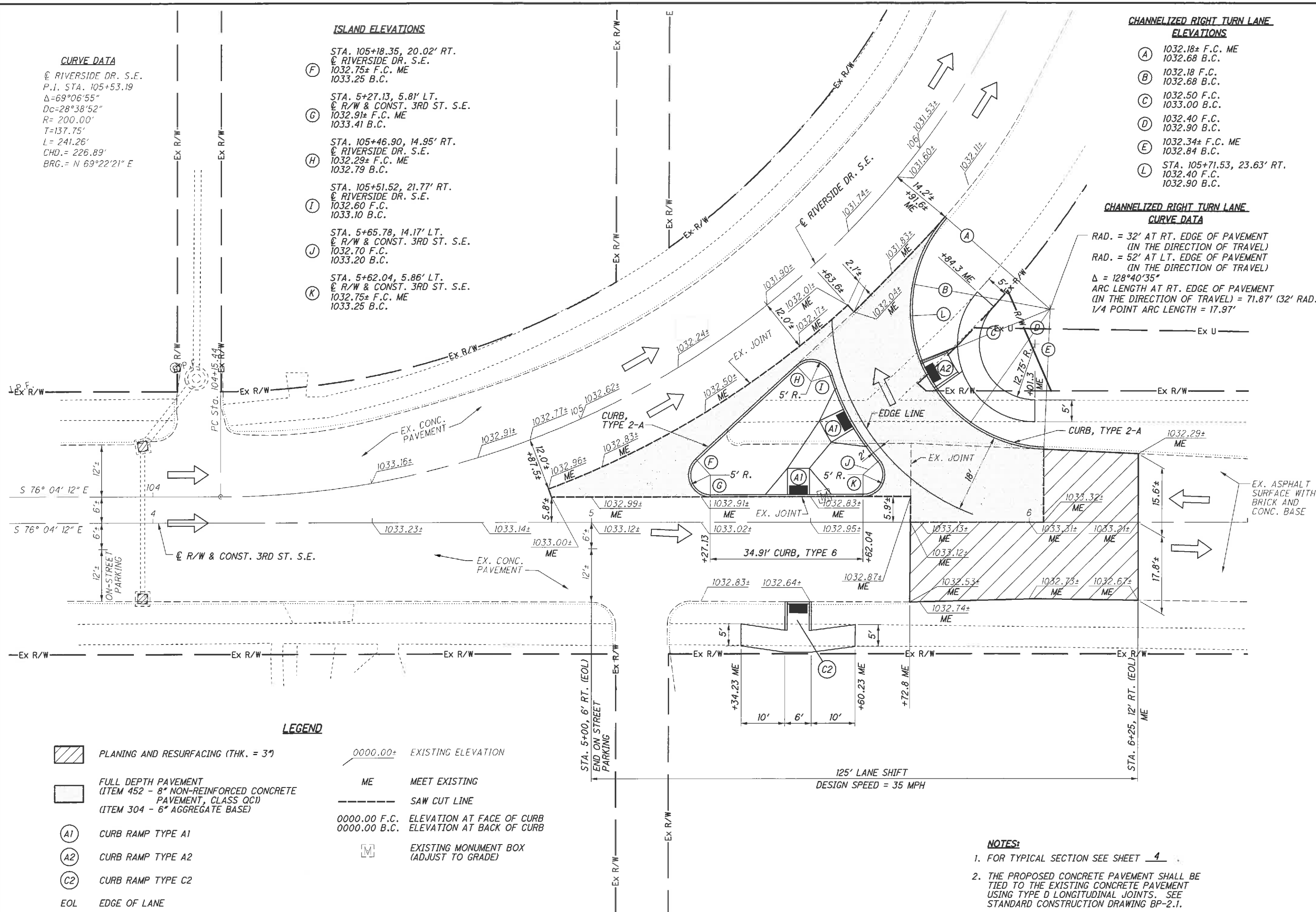
- (F) STA. 105+18.35, 20.02' RT.
CL RIVERSIDE DR. S.E.
1032.75± F.C. ME
1033.25 B.C.
- (G) STA. 5+27.13, 5.81' LT.
CL R/W & CONST. 3RD ST. S.E.
1032.91± F.C. ME
1033.41 B.C.
- (H) STA. 105+46.90, 14.95' RT.
CL RIVERSIDE DR. S.E.
1032.29± F.C. ME
1032.79 B.C.
- (I) STA. 105+51.52, 21.77' RT.
CL RIVERSIDE DR. S.E.
1032.60 F.C.
1033.10 B.C.
- (J) STA. 5+65.78, 14.17' LT.
CL R/W & CONST. 3RD ST. S.E.
1032.70 F.C.
1033.20 B.C.
- (K) STA. 5+62.04, 5.86' LT.
CL R/W & CONST. 3RD ST. S.E.
1032.75± F.C. ME
1033.25 B.C.

CHANNELIZED RIGHT TURN LANE ELEVATIONS

- (A) 1032.18± F.C. ME
1032.68 B.C.
- (B) 1032.18 F.C.
1032.68 B.C.
- (C) 1032.50 F.C.
1033.00 B.C.
- (D) 1032.40 F.C.
1032.90 B.C.
- (E) 1032.34± F.C. ME
1032.84 B.C.
- (L) STA. 105+71.53, 23.63' RT.
1032.40 F.C.
1032.90 B.C.

CHANNELIZED RIGHT TURN LANE CURVE DATA

RAD. = 32' AT RT. EDGE OF PAVEMENT
(IN THE DIRECTION OF TRAVEL)
RAD. = 52' AT LT. EDGE OF PAVEMENT
(IN THE DIRECTION OF TRAVEL)
 $\Delta = 128^{\circ}40'35''$
ARC LENGTH AT RT. EDGE OF PAVEMENT
(IN THE DIRECTION OF TRAVEL) = 71.87' (32' RAD.)
1/4 POINT ARC LENGTH = 17.97'



LEGEND

- PLANING AND RESURFACING (THK. = 3")
- FULL DEPTH PAVEMENT
(ITEM 452 - 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1)
(ITEM 304 - 6" AGGREGATE BASE)
- (A1) CURB RAMP TYPE A1
- (A2) CURB RAMP TYPE A2
- (C2) CURB RAMP TYPE C2
- EOL EDGE OF LANE
- 0000.00± EXISTING ELEVATION
- ME MEET EXISTING
- SAW CUT LINE
- 0000.00 F.C. ELEVATION AT FACE OF CURB
- 0000.00 B.C. ELEVATION AT BACK OF CURB
- EXISTING MONUMENT BOX (ADJUST TO GRADE)

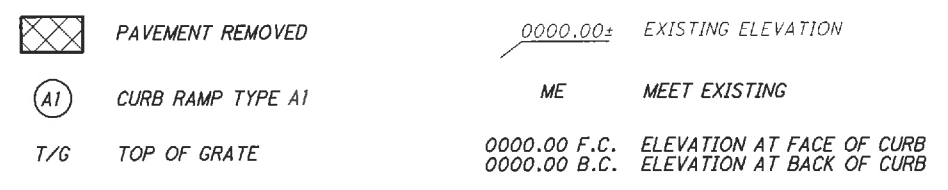
NOTES:

- FOR TYPICAL SECTION SEE SHEET 4
- THE PROPOSED CONCRETE PAVEMENT SHALL BE TIED TO THE EXISTING CONCRETE PAVEMENT USING TYPE D LONGITUDINAL JOINTS. SEE STANDARD CONSTRUCTION DRAWING BP-2.1.

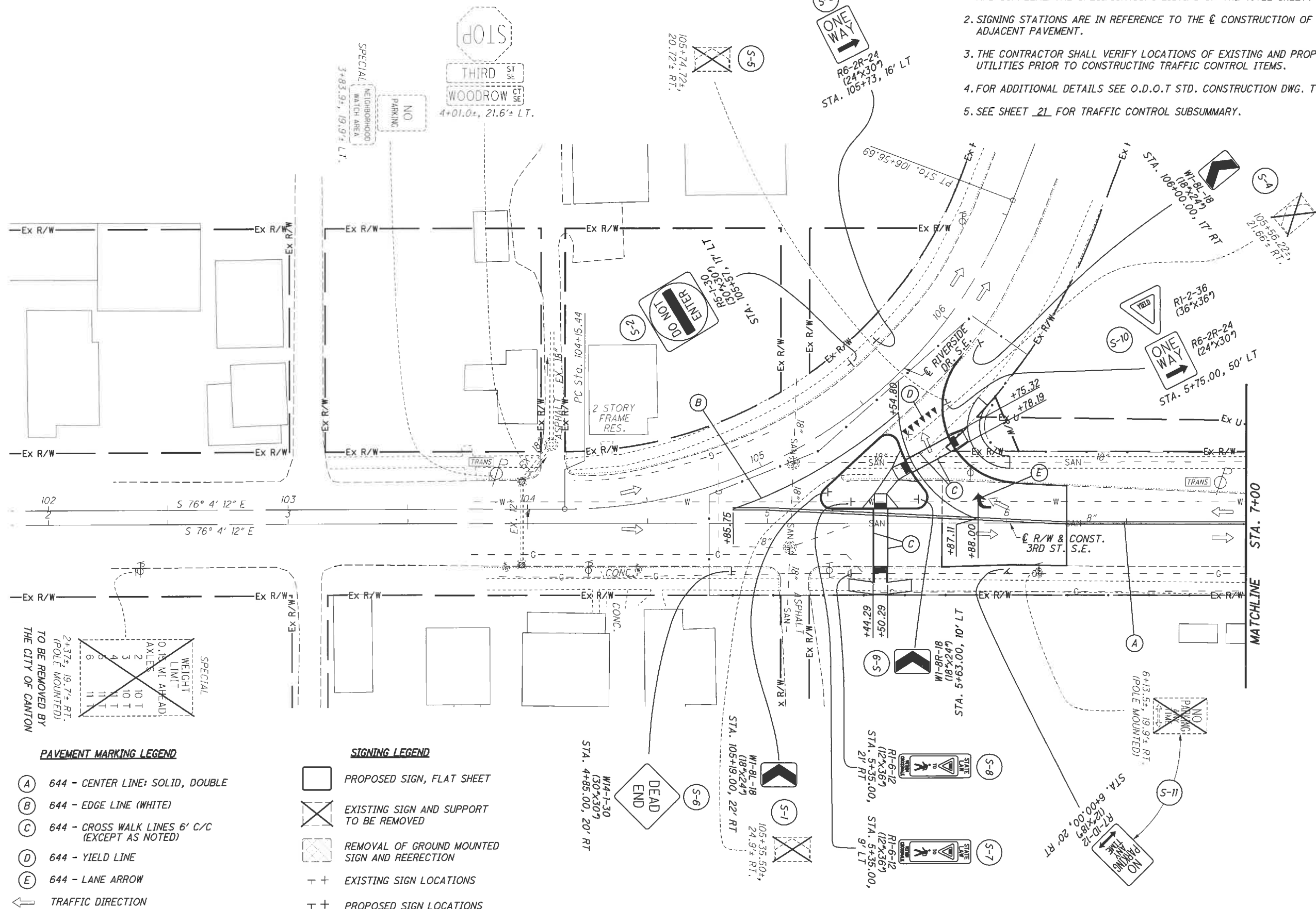
INTERSECTION DETAIL
RIVERSIDE DR. S.E. AT 3RD ST. S.E.

STA-3RD ST. S.E.

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- NOTES:**
1. FOR TYPICAL SECTION SEE SHEET 4 .
 2. ENSURE POSITIVE DRAINAGE FOR THE CUL-DE-SAC. THE PAYMENT FOR THIS WORK SHALL BE INCIDENTAL TO ITEM 452 - 8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1 AND ITEM 611 - CATCH BASIN, NO. 3.

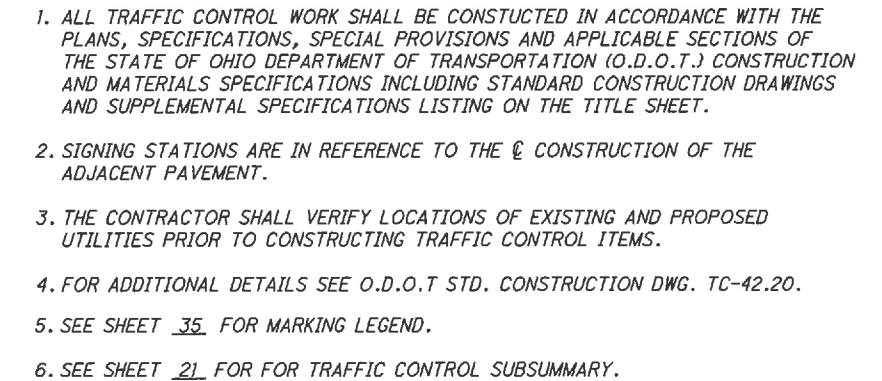


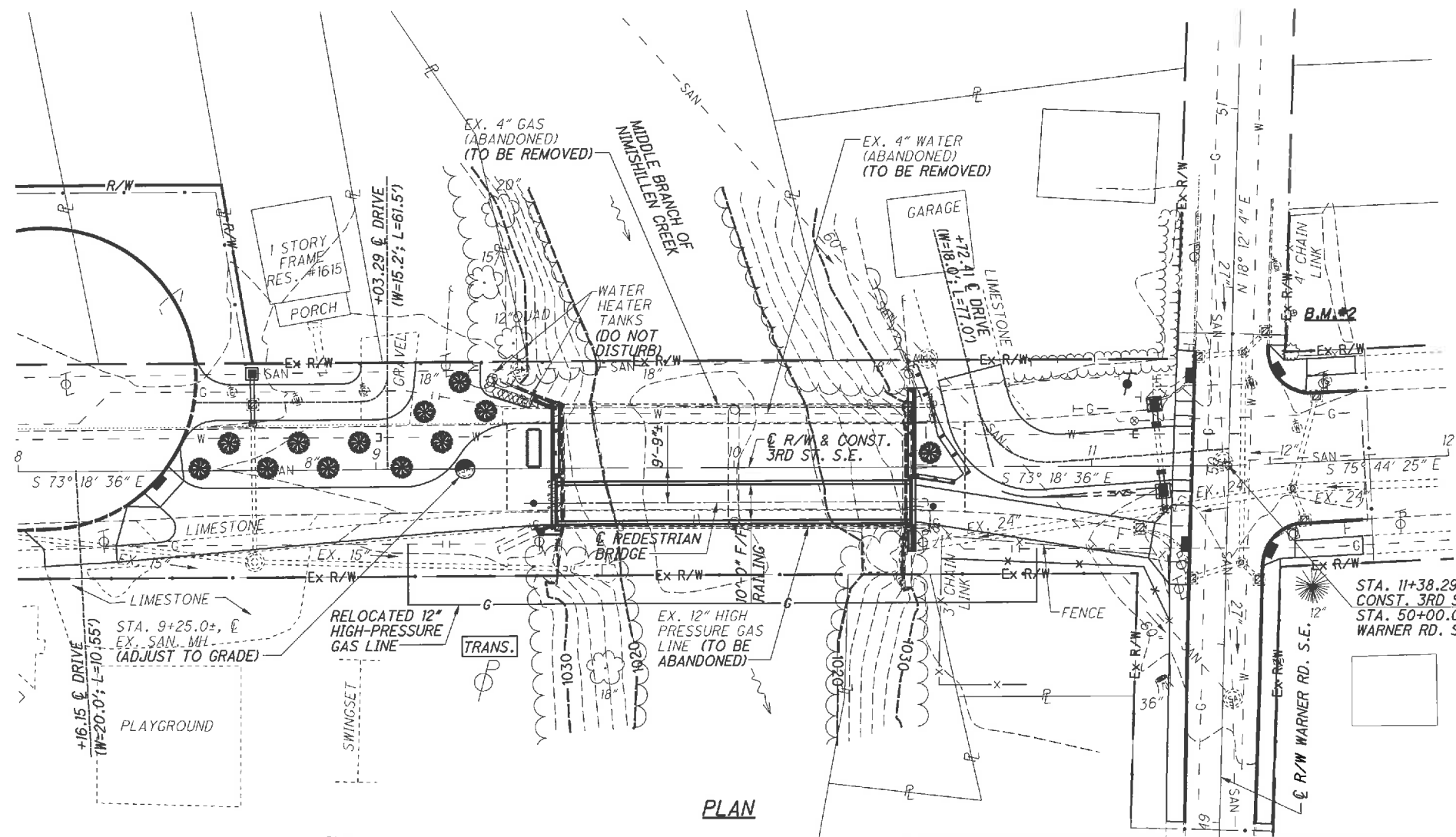
TRAFFIC CONTROL PLAN
STA. 2+00.00 TO STA. 7+00.00

STA-3RD ST. S.E.

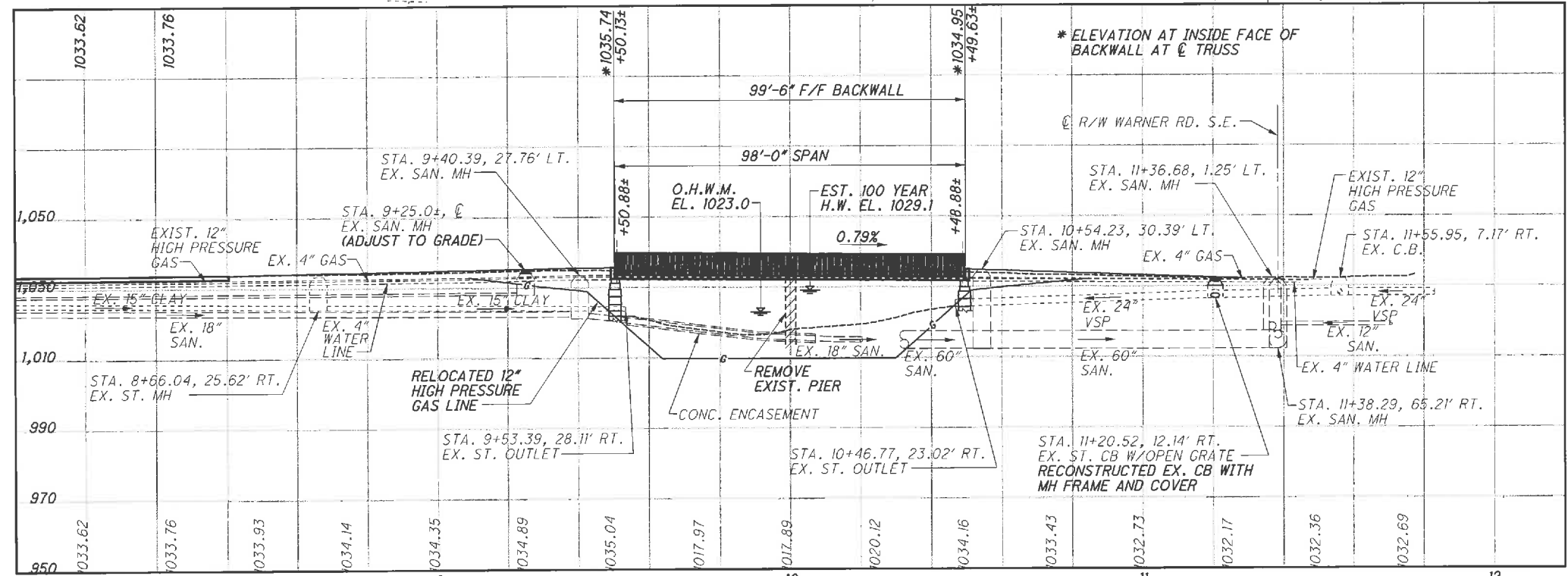
35
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PLAN



PROFILE ALONG CENTERLINE OF CONSTRUCTION

BENCHMARK DATA

BM #1 STA. 7+56.31, ELEV. 1034.01, OFFSET 37.14', LT.
BM #2 STA. 11+58.36, ELEV. 1033.63, OFFSET 41.89', LT.

FOR ADDITIONAL BENCHMARK INFORMATION, SEE ROADWAY PLAN SHEET 23.

NOTES

EARTHWORK LIMITS SHOWN ARE APPROXIMATE. ACTUAL SLOPES SHALL CONFORM TO PLAN CROSS SECTIONS.

DESIGN TRAFFIC:

2019 ADT = 200 2019 ADTT = 0
2039 ADT = 250 2039 ADTT = 0

DIRECTIONAL DISTRIBUTION = 100%

FOR UTILITIES AND UTILITY DISPOSITION NOT SHOWN. SEE ROADWAY PLAN SHEET 23.

LEGEND

RELOCATED POLE

HYDRAULIC DATA

(3RD ST. S.E. SITE PLAN REVISED 4-22-82)

DRAINAGE AREA = 96 SQ. MILES

Q (20) = 4640 CFS
Q (100) = 7300 CFS V (100) = 8.4 FT/S

EXISTING STRUCTURE

TYPE: TWO SPAN NONCOMPOSITE PRESTRESSED CONCRETE BOX BEAMS ON CONCRETE AND STONE WALL ABUTMENTS WITH A REINFORCED CONCRETE CAPPED PILE PIER.

SPANS: 48'-4" ± ; 48'-4" ± C/C BEARINGS

ROADWAY: 24'-0" ± T/T OF CURB WITH TWO - 4'-6" SIDEWALKS

LOADING: HS20 AND ALTERNATE MILITARY LOADING

SKEW: 0° ±

APPROACH SLABS: 15' LONG

ALIGNMENT: TANGENT

WEARING SURFACE: ASPHALT CONCRETE

STRUCTURE FILE NUMBER: 7660898

DATE BUILT: 1982

DISPOSITION: REMOVE SUPERSTRUCTURE AND PIER

PROPOSED STRUCTURE

TYPE: PREFABRICATED POWDER COATED GALVANIZED THRU TRUSS WITH CORRUGATED STEEL DECKING AND ASPHALT WEARING SURFACE WITH STEEL RAILINGS AND REINFORCED CONCRETE SEATS AND BACKWALLS ON EXISTING ABUTMENTS

SPANS: 98'-0" C/C BEARINGS

BRIDGE WIDTH: 10'-0" F/F RAIL

LOADING: 90 PSF

SKEW: NONE

ALIGNMENT: TANGENT

CROWN: 0.016 FT/FT

WEARING SURFACE: CONCRETE

COORDINATES: LATITUDE 40° 47' 37" N

LONGITUDE 81° 21' 29" W

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REFER TO THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS:

SS 800 DATED 01-18-19

DESIGN SPECIFICATIONS:

THIS STRUCTURE CONFORMS TO THE "LRFD BRIDGE DESIGN SPECIFICATIONS" ADOPTED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 8TH EDITION 2017 SPECIFICATIONS AND THE ODOT BRIDGE DESIGN MANUAL, 2019.

OPERATIONAL IMPORTANCE

A LOAD MODIFIER OF 1.0 HAS BEEN ASSUMED FOR THE DESIGN OF THIS STRUCTURE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, ARTICLE 1.3.5 AND THE ODOT BRIDGE DESIGN MANUAL, 2007.

DESIGN LOADING

0.090 KIPS/SQ. FT.

DESIGN DATA

CONCRETE CLASS QC1 - COMPRESSIVE STRENGTH 4000 PSI (SUBSTRUCTURE)

REINFORCING STEEL - ASTM A615 OR A996, GRADE 60. MINIMUM YIELD STRENGTH 60,000 PSI

ITEM 511 - CLASS QC1 CONCRETE, ABUTMENT, AS PER PLAN

THE COARSE AGGREGATE SHALL BE NO. 57 LIMESTONE.

A CONCRETE AESTHETIC TREATMENT SYSTEM SHALL BE SUCH TO DUPLICATE CLOSELY THE APPEARANCE OF NATURAL SANDSTONE. THE CONCRETE AESTHETIC TREATMENT SYSTEM SHALL INCLUDE THE SURFACE FINISH, STAIN, AND FORMLINERS AND SHALL ALL BE FURNISHED BY THE SAME MANUFACTURER. THE SURFACE FINISH, STAINING AND FORMLINERS TO BE USED AT THE ABUTMENTS SHALL BE AS SHOWN IN THESE PLANS. ALL MATERIALS, SURFACE PREPARATION, STAINING AND TEST SAMPLES REQUIRED TO COMPLETE THIS WORK SHALL BE INCLUDED WITH THE ITEM 511 CLASS QC1 CONCRETE PAY ITEM.

A RELEASING AGENT COMPATIBLE WITH THE FORMLINER AND WITH THE COLOR STAIN SHALL BE APPLIED TO THE FORMLINER SURFACE. THE RELEASING AGENT SHALL NOT BOND WITH THE CONCRETE OR ADVERSELY AFFECT THE CONCRETE. THE FORMLINER SHALL BE SUPPORTED AS NECESSARY TO PREVENT DEFORMATIONS OR AS PER MANUFACTURER'S RECOMMENDATIONS. HORIZONTAL LINES OF THE STONE PATTERN SHALL BE ALIGNED. COMPLETE SHOP DRAWINGS DETAILING THE STONE PATTERNS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO PLACING ANY CONCRETE WHERE THE FORMLINER IS TO BE USED. THE SHOP DRAWING SHALL SHOW PLAN, ELEVATION AND DETAILS TO SHOW OVERALL PATTERN, JOINT LOCATIONS, FORM TIE LOCATIONS AND OTHER SPECIAL CONSIDERATIONS. COMPLETE STONE PATTERNS SHALL BE DETAILED AROUND CORNERS ON THE SUBSTRUCTURE UNITS. THE FINISHED TEXTURE SHALL BE SIMILAR TO THAT OF RUBBED CONCRETE.

THE FORMLINER TO BE USED SHALL BE CUSTOM ROCK INTERNATIONAL (C.R.I.), STANDARD PATTERN FOR CONCRETE WALLS #1104 R2 OR AN APPROVED EQUAL MEETING THE DETAILS SHOWN IN THE PLANS FOR STAGGERED (INTERLOCKING) PATTERNS. THE AESTHETIC TREATMENT SYSTEM MANUFACTURER SHALL SUBMIT AT LEAST FIVE YEARS RELATED EXPERIENCE. THE AESTHETIC TREATMENT SYSTEM SHALL BE FURNISHED BY ONE OF THE FOLLOWING MANUFACTURERS OR AN APPROVED EQUAL:

CUSTOM ROCK INTERNATIONAL
ST. PAUL, MINNESOTA
WWW.CUSTOMROCK.COM

INCRETE SYSTEMS, INC.
ODESA, FLORIDA
WWW.INCRETE.COM

THE STAIN SHALL BE APPLIED AT LEAST 28 DAYS AFTER PLACEMENT OF THE CONCRETE. SURFACE PREPARATION FOR STAIN AND APPLICATION REQUIREMENTS SHALL BE PER MANUFACTURER'S RECOMMENDATION. IF THE COATING FAILS TO ADHERE OR DOES NOT ATTAIN THE DESIRED APPEARANCE (AS DEMONSTRATED ON THE TEST SAMPLE), THE COATING SHALL BE COMPLETELY REMOVED AND REAPPLIED UNTIL THE DESIRED FINISH IS OBTAINED. THE AVERAGE THICKNESS OF THE COMPLETED COATING SHALL NOT EXCEED 1/8 INCH. THE FINAL STAIN COLOR SHALL BE AS DIRECTED BY THE ENGINEER BASED ON RESULTS OF THE TEST SAMPLE.

A PRECONSTRUCTION TEST SAMPLE SHALL BE CONSTRUCTED FOR APPROVAL BY THE ENGINEER. IF THE TEST SAMPLE DOES NOT MEET THE APPROVAL OF THE ENGINEER, THE RESULTS MAY BE GROUNDS TO REJECT THE PROPOSED FORMLINER AND/OR THE CONCRETE STAIN. THE TEST SAMPLE MUST PASS APPROVAL. FAILURE WILL REQUIRE PLACEMENT OF ANOTHER TEST SAMPLE. A FIVE FOOT HIGH BY EIGHT FOOT LONG TEST SAMPLE SHALL BE MADE. THE MINIMUM SAMPLE THICKNESS SHALL BE 9 INCHES AND SHOULD BE PLACED UPRIGHT AS PLACED ON THE STRUCTURE. THE TEST SAMPLE SHALL BE OF THE SAME CEMENT AND AGGREGATE SOURCE THAT WILL BE USED IN THE SUBSTRUCTURE UNITS AND CURED IN THE SAME MANNER. PLACEMENT SHALL BE DONE IN A MANNER TO DUPLICATE CONSTRUCTION METHODS THAT WILL BE USED IN THE FIELD. THE TEST SAMPLE SHALL BE CONSTRUCTED AT THE JOB SITE OR AN APPROVED SITE AGREED UPON BY THE ENGINEER. AFTER APPROVAL, THE CONCRETE TEST SAMPLE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. TWO STAINS SHALL BE

APPLIED TO THE TEST SAMPLE, ONE TO EACH HALF (FOUR FEET) OF THE EXPOSED SURFACES OF THE CONCRETE RECTANGULAR STONE AESTHETIC TREATMENT. THE COLOR OF EACH STAIN SHALL BE SIMILAR TO NATURAL SANDSTONE, EXCEPT THAT ONE STAIN SHALL BE A SLIGHTLY DARKER TINT THAN THE OTHER. SAMPLE COLORS (SWABS) SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER PRIOR TO APPLYING THE STAINS TO THE TEST SAMPLE AND ALTERATIONS TO THE COLORS BASED ON THE APPEARANCE MAY BE NECESSARY AFTER THE TEST SAMPLE IS STAINED.

ITEM 513 - STRUCTURAL STEEL MEMBERS, LEVEL 6, AS PER PLAN (PREFABRICATED TRUSS, 98 FEET SPAN)

MANUFACTURER'S QUALIFICATIONS

AISC CERTIFICATION:

THE MANUFACTURER SHALL BE AN APPROVED STEEL FABRICATOR UNDER THE AISC QUALITY MANAGEMENT SYSTEM CERTIFICATION PROGRAM AS AN ADVANCED STEEL BRIDGE FABRICATOR INCLUDING FRACTURE CRITICAL AND SOPHISTICATED PAINT SYSTEM ENDORSEMENTS, FOR A PERIOD OF AT LEAST FIVE (5) CONTINUOUS YEARS IMMEDIATELY PRECEDING THE BID OPENING.

EXPERIENCE:

THE MANUFACTURER SHALL HAVE DESIGNED AND MANUFACTURED AT LEAST TEN (10) PERMANENT PREMANUFACTURED STEEL TRUSS OR ROLLED BEAM BRIDGES OF APPROXIMATELY THE SAME SIZE AND CONFIGURATION AS THE PROPOSED BRIDGE DURING A PERIOD OF NOT MORE THAN FIVE (5) CONTINUOUS YEARS IMMEDIATELY PRECEDING THE BID OPENING. THE MANUFACTURER SHALL ALSO HAVE EXPERIENCE DESIGNING AND MANUFACTURING BRIDGES WITH ALL-BOLTED COMPONENT CONNECTIONS USING COMPUTER NUMERICALLY CONTROLLED (CNC) DRILLING EQUIPMENT AND SHOP BOLTING OPERATIONS.

QUALITY ASSURANCE:

QUALITY ASSURANCE OF SHOP DRAWINGS, MATERIAL TEST REPORTS, AND INSPECTION ACCORDING TO ODOT SUPPLEMENT 1078.

PRE-BID REPRESENTATIVE:

THE MANUFACTURER SHALL ASSIGN A LOCAL PRE-BID REPRESENTATIVE FOR THE PURPOSES OF ATTENDING PRE-BID MEETINGS AND PRE-CONSTRUCTION CONFERENCES. THIS REPRESENTATIVE SHALL BE AVAILABLE TO ASSIST IN DEFINING THE ENGINEERING SCOPE OF SERVICES AND PLANNED CONSTRUCTION ACTIVITIES ALONG WITH COORDINATING INFORMATION DURING THE PRE-BID PHASE.

GOVERNING CODES AND STANDARDS

THE BRIDGE SHALL BE DESIGNED IN ACCORDANCE WITH CURRENT, RECOGNIZED AND ACCEPTED SPECIFICATIONS FOR BRIDGE DESIGN AND CONSTRUCTION, INCLUDING ALL INTERIMS, AND AS STIPULATED IN AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR HIGHWAY BRIDGES, 8TH EDITION (2017) AND AASHTO LRFD BRIDGE CONSTRUCTION SPECIFICATIONS 4TH EDITION (2017). REFERENCE THE FOLLOWING CODES AND STANDARDS:

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), STEEL CONSTRUCTION MANUAL, 15TH EDITION.

AMERICAN WELDING SOCIETY (AWS) D1.5 BRIDGE WELDING CODE (USE AWS D1.1 FOR WELDING NOT COVERED IN AWS D1.5).

RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCSC) SPECIFICATIONS FOR STRUCTURAL JOINT USING A325 OR A490 BOLTS (2004).

AASHTO/NSBA S2.1 STEEL BRIDGE FABRICATION GUIDE SPECIFICATIONS, 2018 EDITION.

BRIDGE CHARACTERISTICS AND REQUIREMENTS

SPAN: 1 SPAN

LENGTH: 98 FT. C/C BEARINGS

WIDTH: 10 FT. F/F RAIL

SKREW: NONE

FINISH: HOT-DIP GALVANIZED ZINC & POWDER COATED

THE CROWN OF THE WEARING SURFACE SHALL BE AT 0.016 MINIMUM CROSS SLOPE IN EACH DIRECTION.

FLOORING/DECK:

ASPHALT DECK WITH GALVANIZED CORRUGATED STEEL DECK. CONTRACTOR/TRUSS MANUFACTURE DECK DESIGN BASED ON FLOOR SYSTEM AND DESIGN LOADING.

BRIDGE RAILINGS:

MINIMUM DESIGN AND LAYOUT GIVEN IN PLANS WITH CONTRACTOR/ TRUSS MANUFACTURE DECK DESIGN BASED ON TRUSS ATTACHMENT SPACING AND DESIGN LOADING.

BEARINGS:

LAMINATED ELASTOMERIC BEARING PADS BENEATH LOAD PLATES AND/OR PTFE & STAINLESS STEEL SLIDING BEARINGS. ANCHOR BOLTS REQUIRED PER PLAN DETAILS AT EXPANSION AND FIXED ENDS.

EXPANSION JOINTS:

SLIDING ANGLE OR PLATE ON BACKWALL ANGLE.

BRIDGE STYLE IN SECTION:

THE TRUSS DESIGN SHALL BE A WELDED OR BOLTED HALF OR THROUGH-TRUSS. ONLY OPEN ROLLED OR WELDED TRUSS MEMBERS SHALL BE ALLOWED, NO TUBE SECTIONS SHALL BE USED.

BRIDGE STYLE IN ELEVATION:

THE TRUSS DESIGN SHALL BE A WELDED OR BOLTED TRUSS AND PRESENTED IN THE BIDDING DOCUMENTS. THE OWNER RESERVES THE RIGHT TO REJECT THE BID BECAUSE OF THE STYLE OR CONFIGURATION OF THE TRUSS.

THE TRUSSES SHALL EACH HAVE A BOWSTRING SHAPE TOP CHORD, AND A VERTICAL MEMBER AT EACH INTERIOR BOTTOM CHORD PANEL POINT. THE BOTTOM (TENSION) CHORD OF EACH TRUSS SHALL CONSIST OF TWO EQUAL-SIZED MEMBERS WITH ADEQUATE SECTION PROPERTIES TO PROVIDE REDUNDANCY.

THE MAXIMUM STRUCTURE DEPTH OF THE TRUSS (TOP OF DECK TO EXISTING ABUTMENT SEAT) SHALL BE PER PLAN DETAILS.

THE PROFILE GRADE ACROSS THE BRIDGE SHALL MATCH THAT SHOWN ON THE SITE PLAN AS CLOSELY AS PRACTICAL. HOWEVER, ADJUSTMENTS AND MODIFICATIONS FOR CAMBER AND MANUFACTURING ARE ALLOWED TO FACILITATE ERECTION AND CONSTRUCTION.

BRIDGE STYLE - TRUSS CONNECTIONS:

THE PREFERRED TRUSS CONNECTION TYPE (AS OUTLINED BELOW) SHALL BE BOLTED DOUBLE GUSSET PLATES AT THE CHORDS, ALTHOUGH WELDED CONNECTIONS ARE NOT PROHIBITED, BUT FIELD WELDING OF GALVANIZED MEMBERS OR COMPONENTS IS NOT ALLOWED.

THE TRUSS GIRDERS SHALL BE DESIGNED USING GUSSET PLATES ON EACH SIDE OF THE CHORD MEMBER AND HIGH STRENGTH STRUCTURAL FASTENERS (BOLTS) TO CONNECT WEB (DIAGONAL AND VERTICAL) MEMBERS TO THE CHORD MEMBERS. SHIM OR FILL PLATES SHALL BE USED WHERE WEB MEMBERS DO NOT DIMENSIONALLY FIT UP WITH THE LARGER CHORD MEMBERS.

ENGINEERING

LICENSURE:

THE ENGINEERING DESIGN OF THE BRIDGE SHALL BE PERFORMED BY, OR UNDER THE DIRECT SUPERVISION OF, A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OHIO. THE DESIGN SHALL BE COMPLETED IN ACCORDANCE WITH RECOGNIZED ENGINEERING PRINCIPLES AND DESIGN PRACTICES AND WITH A STANDARD OF CARE COMMENSURATE WITH THE MANUFACTURER'S ROLE IN THE PROJECT.

DESIGN SPECIFICATION:

THE BRIDGE SHALL BE DESIGNED IN ACCORDANCE WITH: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS 8TH EDITION (2017) INCLUDING ALL INTERIMS. ADDITIONALLY, THE LIVE LOAD SHALL BE SPECIFIED AS: PEDESTRIAN LIVE LOAD OF 90 PSF (PEDESTRIAN BRIDGES).

GENERAL NOTES - 1
3RD ST. S.E.
OVER MIDDLE BRANCH OF NIMISHILLEN CREEK

STA-3RD ST. S.E.
PID No. 91972

2 / 18

38
59

RICHLAND ENGINEERING LIMITED
28 NORTH PARK STREET
MANSFIELD, OHIO 44902

DESIGNED BLN
CHECKED dht
DRAWN JLS
REVISED
REVIEWED DT
DATE 03/18/19
STRUCTURE FILE NUMBER

F:\2013\113016 3rd St. Bridge\91972\structures\Sheets\91972GN001.dgn 4/16/2019 10:11:16 AM DonHelmen

ANALYSIS:

DUE TO THEIR CONFIGURATION, A U-FRAME ANALYSIS IS REQUIRED FOR HALF-THROUGH TRUSSES, TO CONFIRM THE TOP CHORD'S STABILITY BY COMPUTING THE RELATIVE STIFFNESS OF THE BRIDGE'S CROSS SECTIONAL MEMBERS TO DETERMINE THE RESISTANCE OF THE TOP CHORD MEMBERS TO BUCKLING. THE ANALYSIS SHALL FOLLOW E. C. HOLT, JR. AND R. M. BARNOFF'S RESEARCH PERFORMED FOR THE COLUMN RESEARCH COUNCIL, (1950-1957).

LOAD RATING:

A LOAD RATING OF THE BRIDGE'S SUPERSTRUCTURE SHALL BE SUPPLIED TO THE OWNER AFTER THE BRIDGE'S FABRICATION IS COMPLETE. REQUIREMENTS FOR THE LOAD RATING SHALL BE PER ODOT'S BRIDGE DESIGN MANUAL SECTION 900.

LOADS & LOAD COMBINATIONS:

ALL APPLICABLE DEAD AND LIVE LOADS SHALL BE APPLIED AND COMBINED AS SPECIFIED IN THE DESIGN SPECIFICATION. LONGITUDINAL FORCES FROM THERMAL EXPANSION AND CONTRACTION, ALONG WITH LATERAL FORCES FROM WIND, FLOOD OR SEISMIC EVENTS SHALL BE COMPUTED AND COMBINED AS APPLICABLE AND IN ACCORDANCE WITH THE DESIGN SPECIFICATION.

GUSSET PLATES:

GUSSET PLATES SHALL BE ADEQUATELY DESIGNED TO TRANSFER MEMBER FORCES IN ACCORDANCE WITH GOVERNING SECTIONS OF THE DESIGN SPECIFICATIONS AND FHWA PUBLICATION NUMBER IF-09-014. ALL GUSSET PLATES SHALL HAVE 1" RADIUS CORNERS, EXCEPT FOR THE LOWER CORNERS ALIGNED TOWARD THE MID-LINE OF THE BRIDGE. THEY SHALL BE SQUARE TO AID THEIR ORIENTATION DURING ASSEMBLY.

CAMBER & DEFLECTION:

CALCULATION OF THE BRIDGE'S DEAD AND LIVE LOAD DEFLECTION IS REQUIRED. LIVE LOAD DEFLECTION OF THE PRIMARY MEMBERS SHOULD BE LIMITED TO THE SPAN-TO-DEFLECTION RATIO OF L/600 UNLESS OTHERWISE SPECIFIED. DEAD LOAD DEFLECTION SHALL BE ACCOMMODATED BY FORMING CAMBER INTO THE UNLOADED GEOMETRY OF THE MEMBERS. PROFILE GRADE CURVATURE SHALL ALSO BE TAKEN INTO ACCOUNT WHEN DETERMINING THE FABRICATED (OR INDUCED) CAMBER OF THE MEMBERS. NO CAMBER ADJUSTMENT IS REQUIRED FOR SPANS OF LESS THAN 50 FT., EXCEPT THAT THEY BE FABRICATED WITH THEIR NATURAL MILL CAMBER AS "UP".

STAY-IN-PLACE FORMS FOR ASPHALT DECKS:

THE ASPHALT DECK SHALL BE DESIGNED IN ACCORDANCE WITH THE MINIMUM DESIGN GIVEN IN PLANS WITH CONTRACTOR/ TRUSS MANUFACTURER DECK DESIGN BASED ON FLOOR SYSTEM AND DESIGN LOADING.

RAILINGS:

RAILINGS SHALL BE DESIGNED TO PROVIDE A CONTINUOUS, SNAG-FREE ALIGNMENT ALONG THE BRIDGE'S EDGE OF ROADWAY. ADDITIONALLY, THEY SHALL TRANSITION SMOOTHLY TO AN ABUTMENT MOUNTED RAILING SYSTEM EVENTUALLY TERMINATING AS DETAILED IN THE PLANS. THE RAILING SYSTEM SHALL BE DESIGNED TO MEET THE DIMENSIONAL REQUIREMENTS OF THE PLANS AND TO RESIST BICYCLE AND PEDESTRIAN VEHICULAR LOADS IN ACCORDANCE WITH THE LRFD DESIGN SECTIONS 13.8 AND 14.9.

DRAWING SUBMITTALS:

THE MANUFACTURER SHALL DESIGN THE PREFABRICATED BRIDGE(S) AND PREPARE DRAWINGS IN ACCORDANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS. ENGINEERING DRAWINGS AND CALCULATIONS, SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE WHERE THE BRIDGE IS TO BE ERECTED, WILL BE SUBMITTED TO THE OWNER FOR APPROVAL WITHIN 4 WEEKS OF RECEIPT OF THE PURCHASE ORDER, AFTER RECEIVING ANSWERS TO REQUESTS FOR INFORMATION (RFI). SHOP DRAWINGS WILL BE SUPPLIED TO THE OWNER FOR APPROVAL BEFORE STARTING FABRICATION.

UNLESS OTHERWISE REQUESTED, AN ELECTRONIC VERSION OF THE SHOP DRAWINGS WILL BE SUBMITTED IN PORTABLE DOCUMENT FORMAT (.PDF) VIA EMAIL TO THE OWNER OR THE OWNER'S DESIGNATED CONTACT. AFTER FINAL APPROVAL BY THE OWNER, THE MANUFACTURER SHALL PROVIDE THE OWNER WITH TWO 24" X 36" PAPER COPIES OF THE ENGINEERING DRAWINGS. SETS OF THE AS-FABRICATED DRAWINGS (11" X 17") SHALL BE TRANSMITTED TO THE CONTRACTOR AT THE TIME OF BRIDGE DELIVERY.

MATERIALS & COMPONENTS

STEEL:

MEMBERS FOR BRIDGES SHALL BE FABRICATED FROM DOMESTICALLY PRODUCED, WIDE FLANGE BEAM AND/OR CHANNEL SHAPES DESIGNATED ASTM A709 GRADE 50 AND STRUCTURAL STEEL PLATE DESIGNATED ASTM A709 GRADE 50, ALL PROVIDED BY AN AISC RECOGNIZED SUPPLIER.

STRUCTURAL FASTENERS:

ALL BOLTED CONNECTIONS SHALL UTILIZE ASTM A325 HIGH STRENGTH BOLTS. GALVANIZED BOLTS SHALL BE A325 TYPE 1, HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A153 SPECIFICATIONS.

ANCHOR BOLTS:

THE ANCHOR BOLTS SUPPLIED WITH ALL BRIDGE SYSTEMS SHALL BE ASTM A449 FULL THREAD STUDS HOT DIP GALVANIZED AS PER ASTM A153. EACH ANCHOR BOLT SHALL BE PROVIDED WITH ONE A563 GALVANIZED HEAVY HEX NUT AND ONE F436 GALVANIZED FLAT WASHER. TWO 1 INCH DIAMETER ANCHOR BOLTS SHALL BE USED AT EACH BEARING. THEY SHALL BE EMBEDDED A MINIMUM OF 12 INCHES INTO THE CONCRETE SEAT WITH NON-SHRINK GROUT.

BEARINGS:

SLIDING (PTFE) PLATES SHALL BE PER APPLICABLE LRFD DESIGN SECTION 14. ELASTOMERIC AND LAMINATED ELASTOMERIC BEARING PADS SHALL BE CUSTOM MOLDED FROM NEOPRENE OR NATURAL RUBBER. LAMINATED PADS SHALL BE REINFORCED WITH INTERNAL STEEL PLATES AND VULCANIZE-BONDED TO ALTERNATING LAYERS OF THE ELASTOMER DURING THE MOLDING PROCESS PER APPLICABLE LRFD DESIGN SECTION 14.

EXPANSION JOINTS:

ARMORED SLIDING JOINT COMPRISED OF A DECK ATTACHED STEEL ANGLE OR PLATE, SLIDING OVER A STEEL ANGLE EMBEDDED INTO THE CONCRETE BACKWALL CONSTRUCTION WITH HEADED STUDS. ARMORED JOINTS SHALL BE HOT DIP GALVANIZED AS PER ASTM A123 AND DETAILED IN THE CONSTRUCTION PLANS.

FLOORING FOR ASPHALT DECKS:

THE MINIMUM FLOORING SHALL BE 3"x6" 5 GA. GALVANIZED CORRUGATED STEEL DECKING, ASTM A1011-SS GRADE 50 (OR BETTER) STEEL SHEET SECTION MODULUS 5.206 IN³/PLANK OR AS REQUIRED BY DESIGN.

MANUFACTURING AND QUALITY CONTROL

ASPHALT DECKING:

THE ASPHALT DECK SHALL BE CONSTRUCTED BY THE CONTRACTOR. ASPHALT SHALL BE FORMED, MIXED, PLACED, COMPACTED, AND FINISHED IN ACCORDANCE WITH THE 441 SPECIFICATION REFERENCED IN THE ENGINEERING DRAWINGS AND AS APPROVED BY THE OWNER IN THE FIELD. THE ASPHALT SHALL BE INCLUDED WITH THE TRUSS FOR PAYMENT.

CERTIFICATION MANUAL:

A CURRENT COPY OF THE AISC PROGRAM MANUAL DESCRIBING THE BRIDGE MANUFACTURER'S OPERATIONS AND PRACTICES SHALL BE MAINTAINED BY THE QUALITY CONTROL MANAGER FOR REVIEW BY DESIGNATED QUALITY CONTROL INSPECTORS. COPIES OF THE AISC CERTIFICATION MANUAL SHALL BE MADE AVAILABLE TO CUSTOMERS AND THEIR REPRESENTATIVES, UPON REQUESTS.

CLEANING AND SURFACE PREPARATION:

STEEL THAT IS TO BE FABRICATED SHALL BE CLEANED BY SOLVENT OR HAND TOOLS, OR SHOT BLASTED, AS NEEDED TO CLEAN AND REMOVE RUST AND MILL SCALE THAT MIGHT IMPEDE ACCURACY OF FIT-UP OR QUALITY OF FABRICATION PRIOR TO PROCESSING. STEEL TO BE GALVANIZED SHALL BE PREPARED IN ACCORDANCE WITH THE GALVANIZERS RECOMMENDATIONS.

CAMBERING:

THE BRIDGE SHALL BE CAMBERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE DESIGN COMPUTATIONS TO OFFSET THE PREDICTED TOTAL DEAD LOAD DEFLECTION AND TO ACCOMMODATE THE PROFILE GRADE INDICATED IN THE CONTRACT DOCUMENTS. MECHANICAL (COLD) CAMBERING MAY BE USED WHERE PERMITTED BY THE APPLICABLE CONSTRUCTION SPECIFICATIONS AND THE OWNER'S CUSTOMARY PRACTICES. HEAT CAMBERING BY EXPERIENCED WORKERS MAY BE EMPLOYED, AS AN OPTIONAL METHOD.

WELDING:

ALL WELDING SHALL CONFORM TO THE AASHTO/AWS D1.5 BRIDGE WELDING CODE. WELDING OF TUBULAR CONNECTIONS IS COVERED IN THE AWS D1.1 WELDING CODE. ALL WELDING SHALL UTILIZE E70 OR E80 SERIES ELECTRODES. THE WELD PROCESS USED SHALL BE FLUX CORE ARC WELDING (FCAW) OR SHIELDED MANUAL ARC WELDING (SMAW) PER ANSI/AASHTO/AWS D1.5 "BRIDGE WELDING CODE". WELDING OPERATORS SHALL BE PROPERLY ACCREDITED AND EXPERIENCED. QUALIFICATIONS OF WELDERS SHALL BE MADE AVAILABLE UPON REQUEST.

PLATE & SHAPE CUTTING:

PLATE AND SHAPE CUTTING SHALL CONFORM TO METHODS SPECIFIED IN AASHTO/AWS D1.5 BRIDGE WELDING CODE SECTION 3 WORKMANSHIP. COMPUTER NUMERICALLY CONTROLLED (CNC) CUTTING EQUIPMENT SHALL BE UTILIZED AS A MANUFACTURING METHOD AS IT ALLOWS FOR HIGHLY ACCURATE DIMENSIONAL CUTTING ALONG WITH PRECISE AND RAPID SHOP OPERATIONS. EXCEPTIONS TO CNC PROCESSING SHOULD BE SUBMITTED IN WRITING TO THE OWNER FOR APPROVAL, PRIOR TO COMMENCING FABRICATION.

BOLT HOLES:

ALL BOLT HOLE FABRICATION FOR HIGH STRENGTH, SLIP CRITICAL BOLTED CONNECTIONS SHALL CONFORM TO THE WORKMANSHIP REQUIREMENTS OF THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCSC) SPECIFICATIONS FOR STRUCTURAL JOINT USING A325 BOLTS. COMPUTER NUMERICALLY CONTROLLED (CNC) DRILLING EQUIPMENT SHALL BE UTILIZED AS A MANUFACTURING METHOD AS IT ALLOWS FOR HIGHLY ACCURATE HOLE LOCATION ALONG WITH PRECISE AND RAPID SHOP OPERATIONS. EXCEPTIONS TO CNC PROCESSING SHOULD BE SUBMITTED IN WRITING TO THE OWNER FOR APPROVAL, PRIOR TO COMMENCING FABRICATION.

BOLTING:

ALL SHOP AND FIELD BOLTING SHALL COMPLY WITH THE AASHTO CONSTRUCTION SPECIFICATIONS, SECTION 11 AND THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCSC) SPECIFICATIONS FOR STRUCTURAL JOINTS USING A325 BOLTS. NUTS SHALL BE ASTM A563 GRADE DH AND WASHERS SHALL BE ASTM F436, OF CORRESPONDING FINISH. SHOP AND FIELD BOLTS SHALL BE TIGHTENED USING THE TURN-OF-NUT INSTALLATION METHOD (AASHTO 11.5.6.4.4 OR RCSC 8.2.1); OR BY A TENSION CONTROLLED (TC) WRENCH AND BOLT SYSTEM (ASTM F1852); OR BY USE OF DIRECT TENSION INDICATING (DTI) WASHERS.

ONLY A325 TYPE I HEX HEAD (HOT-DIP GALVANIZED, ASTM A153) BOLTS SHALL BE USED.

GALVANIZED AND POWDER COATED STEEL COMPONENTS:

FABRICATED TRUSS ELEMENTS AND BOLTED BEAM CONNECTIONS SHALL BE INDIVIDUALLY HOT DIP GALVANIZED PRIOR TO ASSEMBLY TO ENSURE CORROSION PROTECTION HAS BEEN ACHIEVED BETWEEN ASSEMBLED ELEMENTS AND WITHIN TRUSS JOINT PLIES. THE ONLY EXCEPTION TO THIS SHALL BE FLOOR BEAM END-PLATE ASSEMBLIES WHICH, IF WELDED, SHALL REQUIRE SUPPLEMENTAL SEAL WELDS TO PREVENT PICKLING ACID LEAKAGE AFTER GALVANIZING.

ALL HOT-DIP GALVANIZING SHALL BE IN ACCORDANCE WITH ASTM A123. DAMAGE TO HOT DIP GALVANIZED COATINGS RESULTING FROM WELDING, HANDLING, OR OTHER FACTORS SHALL BE REPAIRED IN ACCORDANCE WITH ASTM STANDARD PRACTICE A780. ALL BOLTS AND FASTENERS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM SPECIFICATION A153. THE STEEL GALVANIZER OF THE BRIDGE ELEMENTS (OTHER THAN BRIDGE FLOORING) SHALL BE A MEMBER OF THE AMERICAN GALVANIZER'S ASSOCIATION AND SHALL PROVIDE THE BRIDGE OWNER A WRITTEN LIMITED WARRANTY AGAINST CORROSION OF THE SUPERSTRUCTURE COMPONENTS FOR A PERIOD OF NOT LESS THAN 35 YEARS. ALL GALVANIZED STEEL COMPONENTS SHALL BE SHOP POWDER COATED IN ACCORDANCE WITH THE CITY OF CANTON REQUIREMENTS.

THE POWDER COAT COLOR OF THE TRUSS SHALL BE SHERWIN WILLIAMS SW4016 - CORRUGATE BROWN OR APPROVED EQUAL. THE POWDER COAT COLOR OF THE RAILING SHALL BE 17038 MIRROR BLACK. THE CONTRACTOR SHALL SUBMIT FOR THE APPROVAL OF THE ENGINEER AND OWNER THE POWDER COATING PROCEDURES AND DETAILS.

A PRECONSTRUCTION TEST SAMPLE SHALL BE SUBMITTED TO THE CITY FOR APPROVAL. THE TEST SAMPLE MUST PASS APPROVAL BY THE CITY PRIOR TO FABRICATION.

SHOP ASSEMBLY:

SHOP ASSEMBLY SHALL CONFORM TO AASHTO CONSTRUCTION SPECIFICATIONS AND AASHTO/NSBA S2.1 GUIDE SPECIFICATIONS. FOR BRIDGES SUCH AS TRUSSES, THE MANUFACTURER SHALL SHOP ASSEMBLE THE ENTIRE SPAN, TO CONFORM TO THE CAMBER AND BLOCKING REQUIREMENTS SHOWN IN THE ENGINEERING DRAWINGS IN AN UNLOADED, LAYDOWN PROCESS. IF THE SPAN IS TOO LONG FOR A COMPLETE SHOP ASSEMBLY, THE MANUFACTURER SHALL CHECK-ASSEMBLE A MINIMUM OF THREE ADJACENT SHIPPABLE UNITS OF THE BRIDGE, IN A SEQUENTIAL MANNER, TO ENSURE THAT AN ACCURATE FIT-UP OF ASSEMBLIES ARE POSSIBLE IN THE FIELD. COMPLEX FRAMING MEMBERS SUCH AS SKEWED FLOOR BEAMS SHALL ALSO BE CHECK-ASSEMBLED IN THE SHOP, TO ENSURE GEOMETRIC ACCURACY AND FIT-UP HAS BEEN ACHIEVED. STRINGERS, BEAMS, TRANSVERSE BRACING AND ACCESSORY PIECES ARE NOT REQUIRED TO BE CHECK-ASSEMBLED TO THEIR PRIMARY MEMBERS UNLESS SPECIFIED IN THE CONTRACT DOCUMENTS.

SHOP INSPECTION:

EACH BRIDGE SHALL BE INSPECTED BY A QUALIFIED INSPECTOR PER ODOT SUPPLEMENT 1078. FOR ALL WELDED ASSEMBLIES THE INSPECTOR SHALL BE A CERTIFIED WELD INSPECTOR THAT IS QUALIFIED UNDER THE AWS QC-1 PROGRAM. EACH INSPECTION SHALL INCLUDE AS A MINIMUM REQUIREMENT THE FOLLOWING: REVIEW OF SHOP DRAWINGS, WELD PROCEDURES, WELDER QUALIFICATIONS AND WELD TESTING REPORTS, VISUAL INSPECTION OF WELDS AND VERIFICATION OF OVERALL DIMENSIONS AND GEOMETRY OF THE BRIDGE. NON DESTRUCTIVE TESTING OF WELDS SHALL BE PERFORMED BOTH PRIOR TO AND AFTER GALVANIZING. ALL WELDS SHALL BE VISUALLY INSPECTED 100%. ALL WELDS SHALL BE MAGNETIC PARTICLE TESTED FOR A MINIMUM LENGTH OR 12". WELDS OVER 12" LONG SHALL BE MAGNETIC PARTICLE TESTED AT LEAST 12" FOR EVERY 10' OF LENGTH. A REPORT OF THESE INSPECTIONS SHALL BE PROVIDED.

MATERIAL CERTIFICATION:

THE MANUFACTURER SHALL MAINTAIN A PROGRAM TO RECEIVE, INSPECT, RECORD AND TRACE MATERIALS USED IN THE BRIDGE. MATERIAL TEST REPORTS SHALL BE USED TO PROVE DOMESTICITY, AND DOCUMENT CHEMISTRY AND PHYSICAL TEST RECORDS. CERTIFICATES OF CONFORMANCE SHALL BE USED TO DOCUMENT COMPLIANCE WITH SPECIFICATIONS. TRACEABILITY SHALL BE MET BY HEAT AND LOT NUMBERS RECORDS FROM THE PRODUCING MILL OR SUPPLIER. THIS PROGRAM SHALL BE IN EVIDENCE BY THE MANUFACTURER'S AISC CERTIFICATION AND A WRITTEN COPY FOUND IN THE MANUFACTURER'S AISC CERTIFICATION MANUAL.

TRUSS ASSEMBLY RECORDS:

THE MANUFACTURER SHALL COMPLETE AND MAINTAIN A RECORD OF ASSEMBLY FOR EACH TRUSS BRIDGE, DOCUMENTING SPECIFIC PIECES, HEAT NUMBERS AND POSITIONS FOR TRUSS GIRDER MEMBERS, IN ACCORDANCE WITH THE MANUFACTURER'S AISC CERTIFICATION MANUAL.

SITE, DELIVERY & ERECTION

CONTRACTOR RESPONSIBILITY:

THE CONTRACTOR SHALL PROCURE ALL NECESSARY INFORMATION ABOUT THE SITE AND SOIL CONDITIONS. THE CONSTRUCTION OF THE BRIDGE ABUTMENTS AND/OR FOOTINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PERTINENT INFORMATION RELATED TO THE DESIGN AND PERFORMANCE OF THE BRIDGE SUPERSTRUCTURE SHALL BE MADE AVAILABLE TO THE BRIDGE MANUFACTURER UPON EXECUTION OF THE AGREEMENT. THE CONTRACTOR SHALL INSTALL THE ANCHOR BOLTS IN ACCORDANCE WITH THE BRIDGE MANUFACTURER'S ENGINEERING DRAWINGS AND RECOMMENDATIONS. ALL ROADWAY APPROACH WORK AND PAVING OF THE BRIDGE'S ROADWAY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL ELECTRICAL GROUNDING AND LIGHTNING PROTECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DELIVERY:

DELIVERY OF THE BRIDGE WILL BE WITHIN AN AGREED PERIOD OF TIME AFTER APPROVAL OF ENGINEERING DRAWINGS (8 WEEKS). BEARING PLATES, ANCHOR BOLTS AND EXPANSION JOINTS CAN BE FURNISHED IN ADVANCE OF THE BRIDGE FOR INCORPORATION INTO THE ABUTMENT CONSTRUCTION, UPON RECEIPT OF A TIMELY REQUEST BY THE CONTRACTOR. DELIVERY OF THE BRIDGE SHALL BE COORDINATED BETWEEN THE MANUFACTURER OR THEIR SUPPLIER AND THE CONTRACTOR. THE SUPPLIER SHALL COMMUNICATE THIS INFORMATION TO THE MANUFACTURER DEPENDING ON THE AGREEMENT AND SUBSEQUENT RESPONSIBILITIES.

ERECTION:

THE MANUFACTURER WILL ADVISE THE CONTRACTOR OF THE ATTACHMENT POINTS AND OTHER NECESSARY INFORMATION REQUIRED TO INSTALL THE BRIDGE. THE METHOD AND SEQUENCE OF ERECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE INCLUDED IN THE AGREEMENT. UNLOADING, STABILIZATION, SPlicing, BOLTING, AND PROPER RIGGING AND LIFTING ARE THE RESPONSIBILITY OF THE CONTRACTOR.

TECHNICAL ASSISTANCE

THE SUCCESSFUL BIDDER THROUGH THE MANUFACTURER AND/OR SUPPLIER SHALL PROVIDE A QUALIFIED TECHNICAL ASSISTANT AT THE JOBSITE WHILE THE PRIMARY STRUCTURE COMPONENTS ARE INSTALLED. THE CONTRACTOR SHALL NOTIFY THE MANUFACTURER OR THEIR REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF THE PLANNED INSTALLATION. THE TECHNICAL ASSISTANT SHALL HAVE AT LEAST FIVE (5) YEARS EXPERIENCE IN THE INSTALLATION OF SIMILAR BRIDGES.

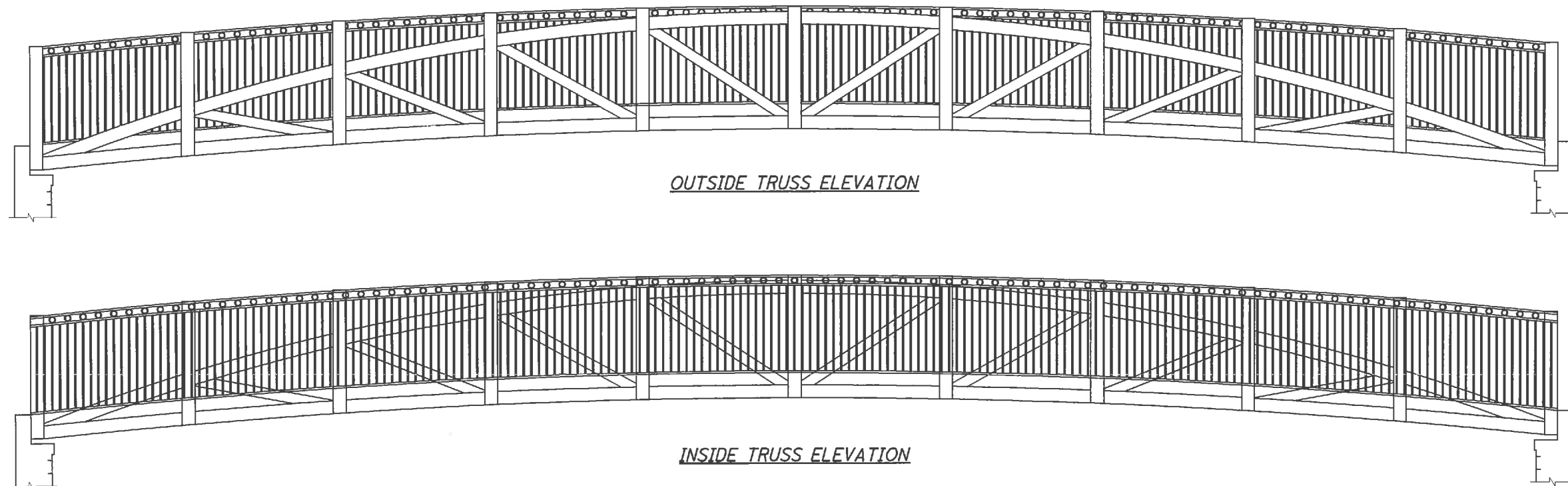
THE MANUFACTURER SHALL PROVIDE AT THE TIME OF ORIGINAL SHIPMENT, A REINSTALLATION MANUAL FOR THE OWNER DETAILING THE DISASSEMBLY AND INSPECTION REQUIREMENTS OF MEMBERS, CONNECTIONS AND FASTENERS AND THE RECOMMENDATIONS FOR REUSE BASED ON CONDITIONS ASSESSED AFTER DISASSEMBLY. THE MANUAL SHALL INCLUDE CONDITION LOGS FOR RECORDING MEMBER AND CONNECTION CONDITIONS ONCE DISASSEMBLED.

MEASUREMENT AND PAYMENT

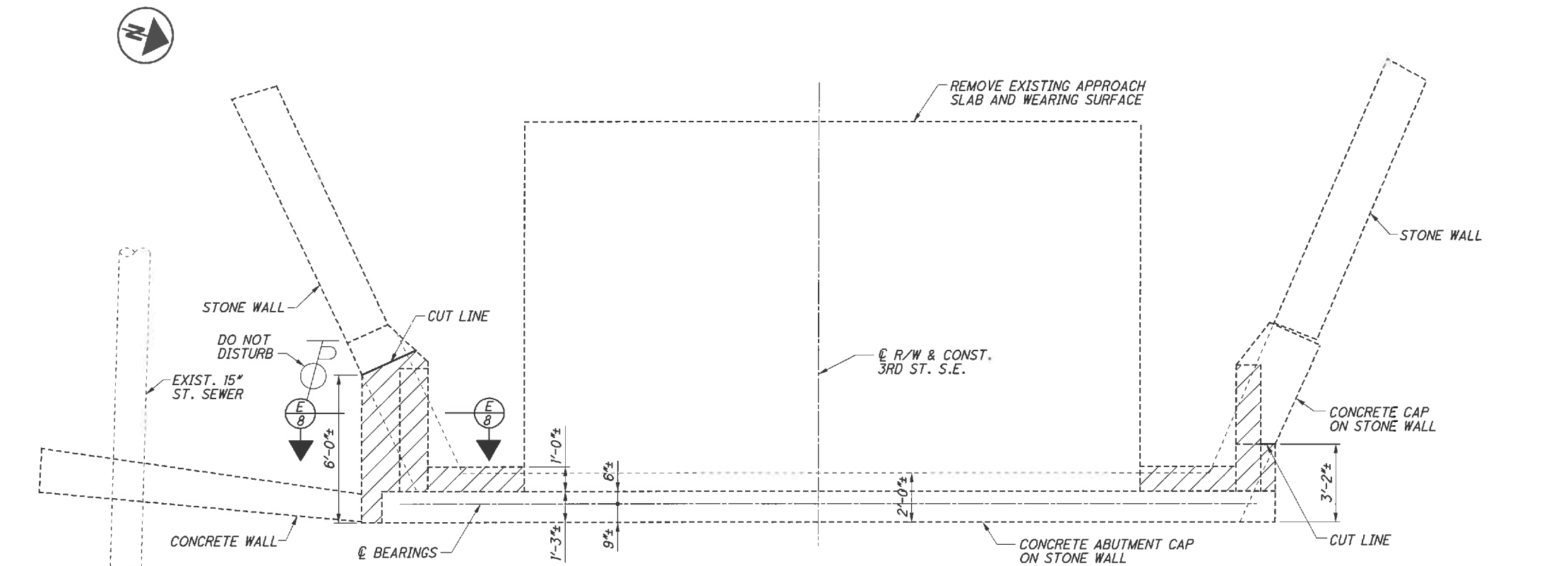
THE DESIGN, FABRICATION, MANUFACTURING AND ERECTION OF THE POWDER COATED GALVANIZED STEEL TRUSS AND BEARINGS (INCLUDING ANCHOR BOLTS AND DOWEL HOLES) SHALL BE INCLUDED IN THIS WORK. ALSO INCLUDED IS CONSTRUCTING THE SLIDING PLATE EXPANSION JOINTS AND ASPHALT DECK WEARING SURFACE. ALL ABUTMENT AND APPROACH WORK (INCLUDING APPROACH RAILING BEYOND THE BRIDGE LIMITS) ARE SEPARATE WORK ITEMS. THIS WORK SHALL BE PAID FOR BY ITEM 513 - STRUCTURAL STEEL MEMBERS, LEVEL 6, AS PER PLAN (PREFABRICATED TRUSS, 98 FEET SPAN) AS A LUMP SUM ITEM.

ITEM 607 - FENCE, MISC.: DECORATIVE FENCE (ABUTMENT MOUNTED)

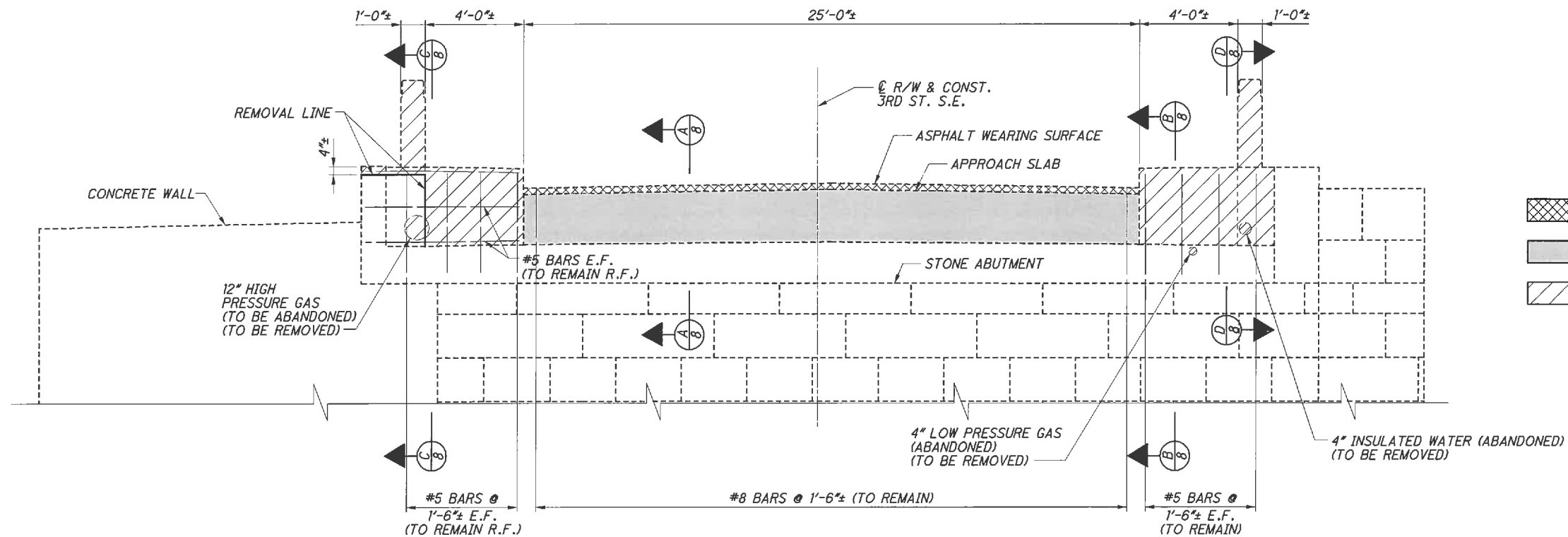
THE FENCE MOUNTED ON THE ABUTMENTS SHALL BE SUBSTANTIALLY SIMILAR TO THAT ATTACHED TO THE BRIDGE WITH ONLY THE BACK SUPPORT DETAILS DIFFERING. THE GALVANIZED POWDER COATED FINISH SHALL BE THE SAME.



| ESTIMATED QUANTITIES | | | | | | | CALCULATED | JLS | DATED | 02/19 |
|----------------------|-----------|-------|------|--|--------|-------|--------------|-----|-------|-------|
| | | | | | | | CHECKED | JSB | DATED | 02/19 |
| ITEM | ITEM EXT. | TOTAL | UNIT | DESCRIPTION | ABUTS. | GEN'L | SEE SHEET | | | |
| 202 | 11200 | LS | | PORTIONS OF STRUCTURE REMOVED | | LS | | | | |
| 202 | 22900 | 84 | SY | APPROACH SLAB REMOVED | | 84 | | | | |
| 202 | 23500 | 344 | SY | WEARING COURSE REMOVED | | 344 | | | | |
| 503 | 21300 | LS | | UNCLASSIFIED EXCAVATION | | LS | | | | |
| 509 | 10000 | 1999 | LB | EPOXY COATED REINFORCING STEEL | 1999 | | | | | |
| 510 | 10000 | 122 | EA | DOWEL HOLES WITH NONSHRINK, NONMETALLIC GROUT | 122 | | | | | |
| 511 | 45711 | 15 | CY | CLASS QC1 CONCRETE, ABUTMENT, AS PER PLAN | 15 | | 2/18 | | | |
| 513 | 10121 | LS | | STRUCTURAL STEEL MEMBERS, LEVEL 6, AS PER PLAN (PREFABRICATED TRUSS, 98 FEET SPAN) | | LS | 2/18 TO 4/18 | | | |
| 518 | 21200 | 29 | CY | POROUS BACKFILL WITH GEOTEXTILE FABRIC | 29 | | | | | |
| 607 | 98000 | 61 | FT | FENCE, MISC.: DECORATIVE FENCE (ABUTMENT MOUNTED) | 61 | | 4/18 | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |






PLAN



ELEVATION

LEGEND

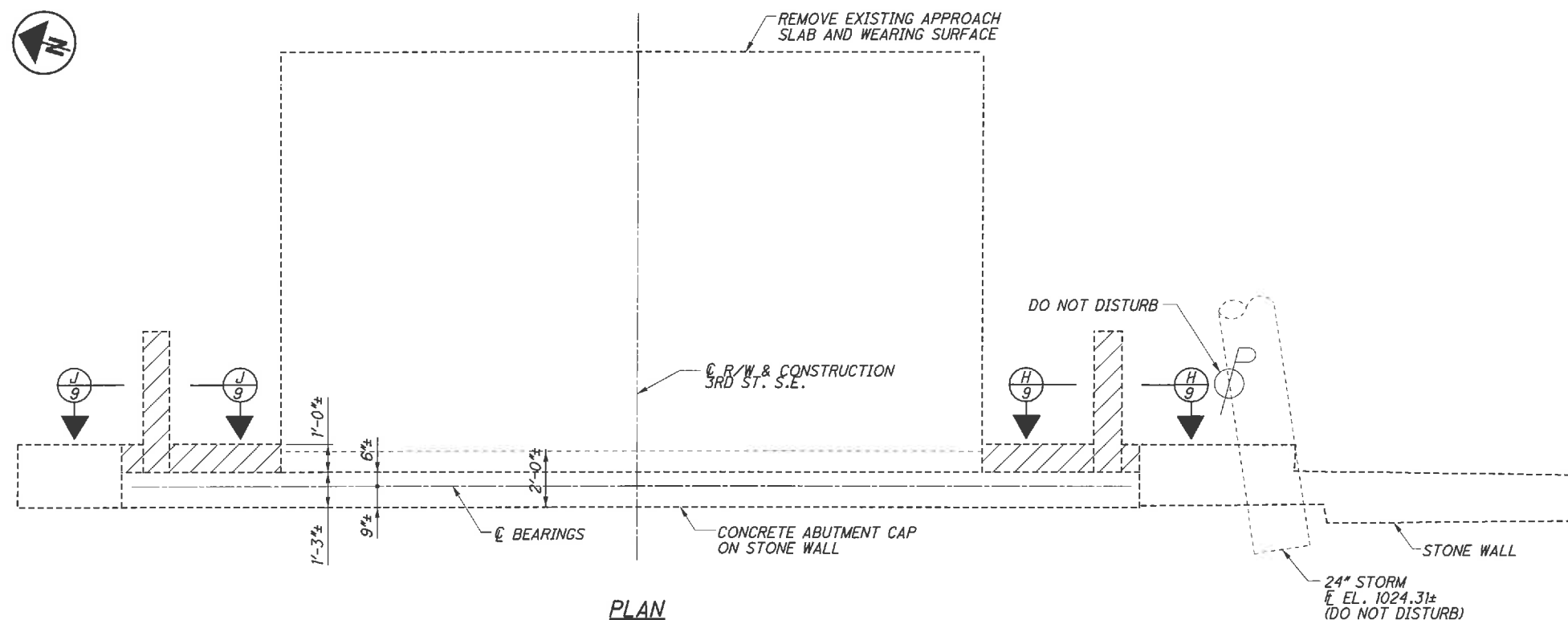
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-  INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - APPROACH SLAB REMOVED.
-  INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - PORTIONS OF STRUCTURE REMOVED.

LEGEND

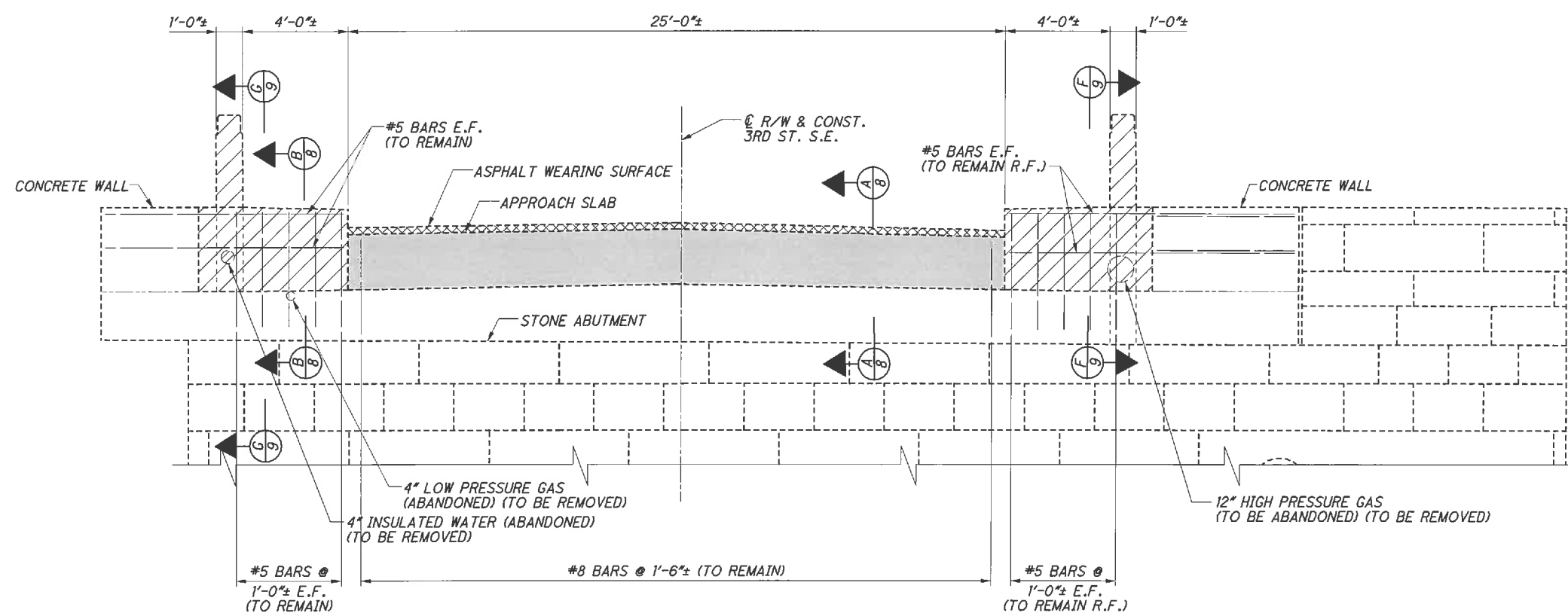
MATERIALS SHOWN ARE EXISTING.

NOTATION: R.F. - REAR FACE
E.F. - EACH FACE

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


PLAN



ELEVATION

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-  INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - WEARING COURSE REMOVED.
-  INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - APPROACH SLAB REMOVED.
-  INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - PORTIONS OF STRUCTURE REMOVED.

LEGEND

MATERIALS SHOWN ARE EXISTING.

NOTATION: R.F. - REAR FACE
E.F. - EACH FACE

FORWARD ABUTMENT REMOVAL DETAILS
3RD ST. S.E.
OVER MIDDLE BRANCH OF NIMSHILLEN CREEK

STA-3RD ST. S.E.
PID No. 91972

7 / 18

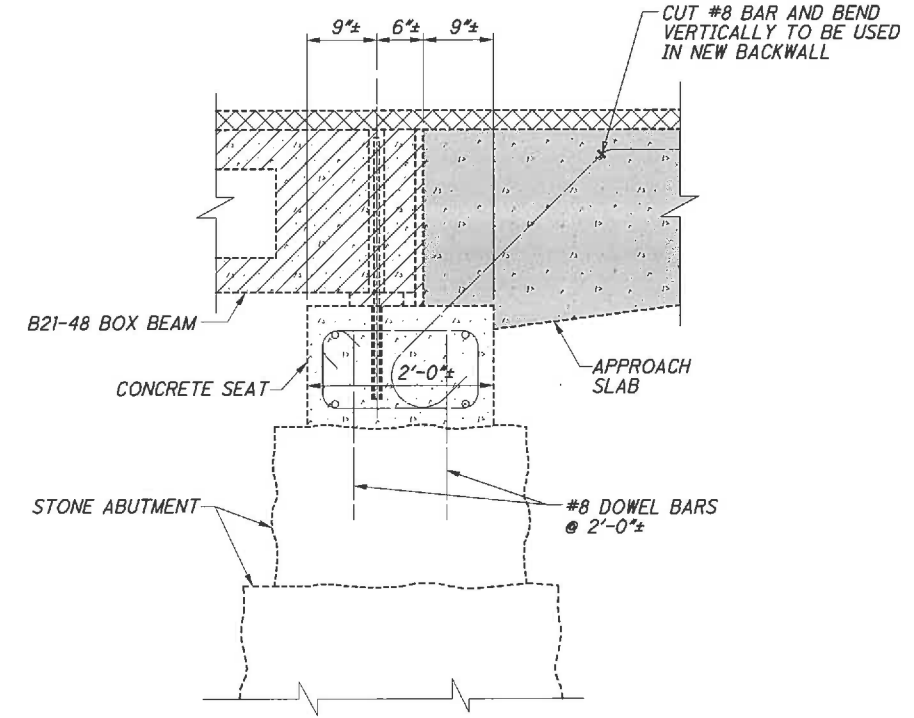
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59

RICHLAND ENGINEERING LIMITED
29 NORTH PARK STREET
MANSFIELD, OHIO 44902

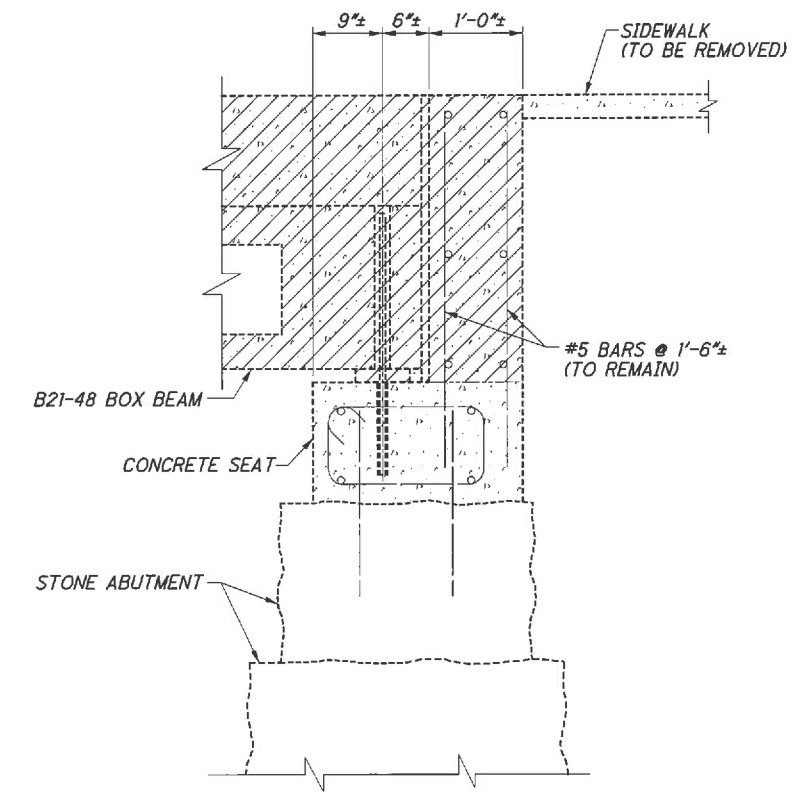
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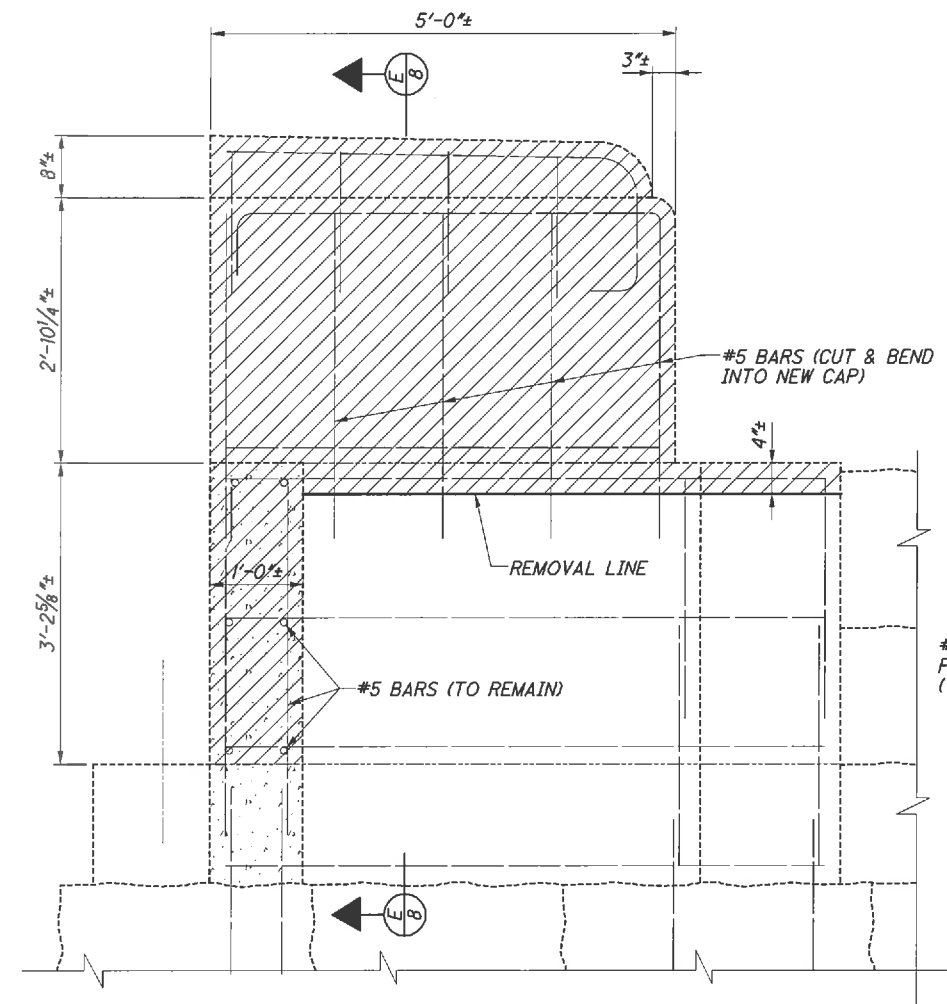
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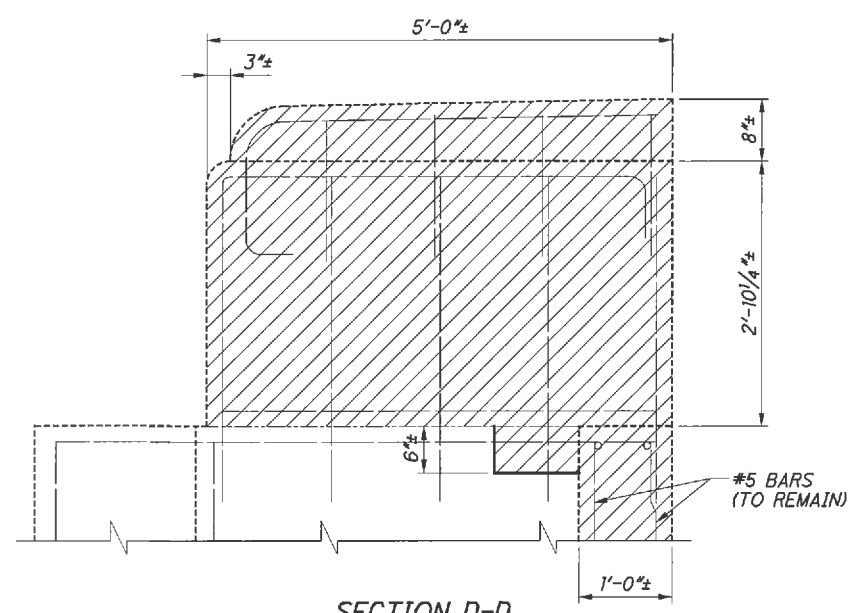
SECTION A-A



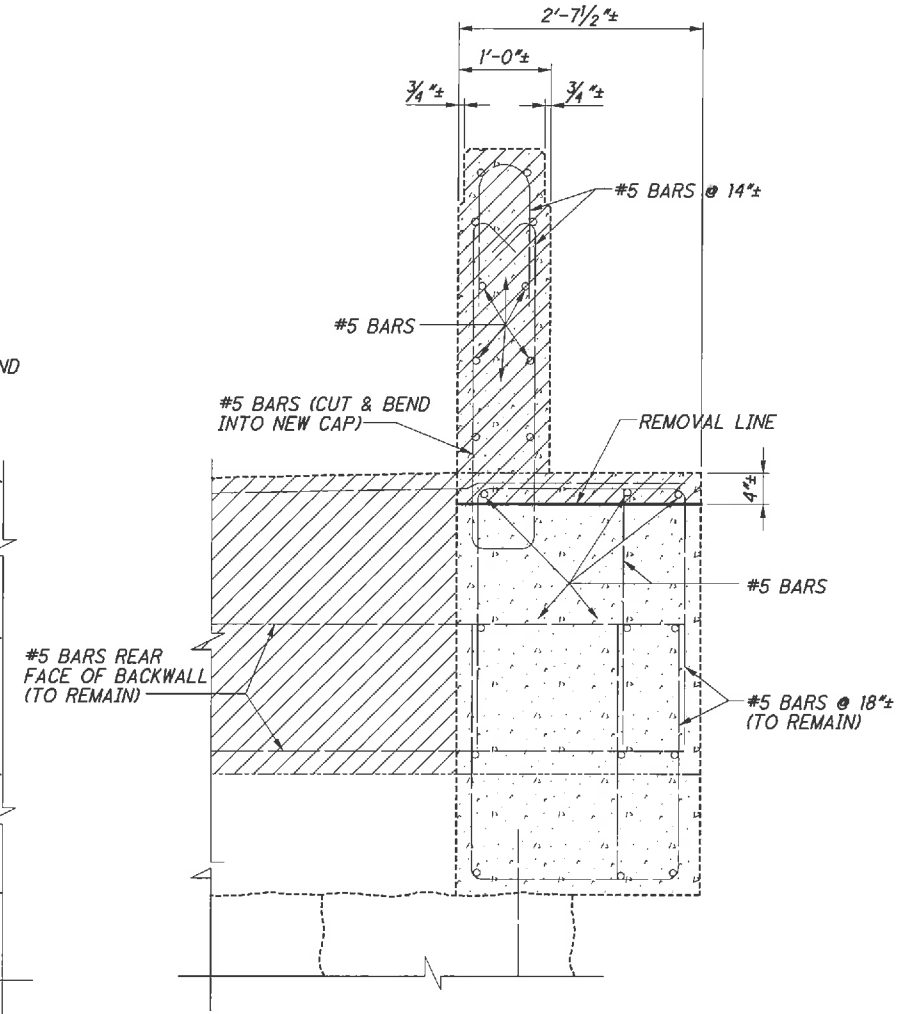
SECTION B-B



SECTION C-C



SECTION D-D



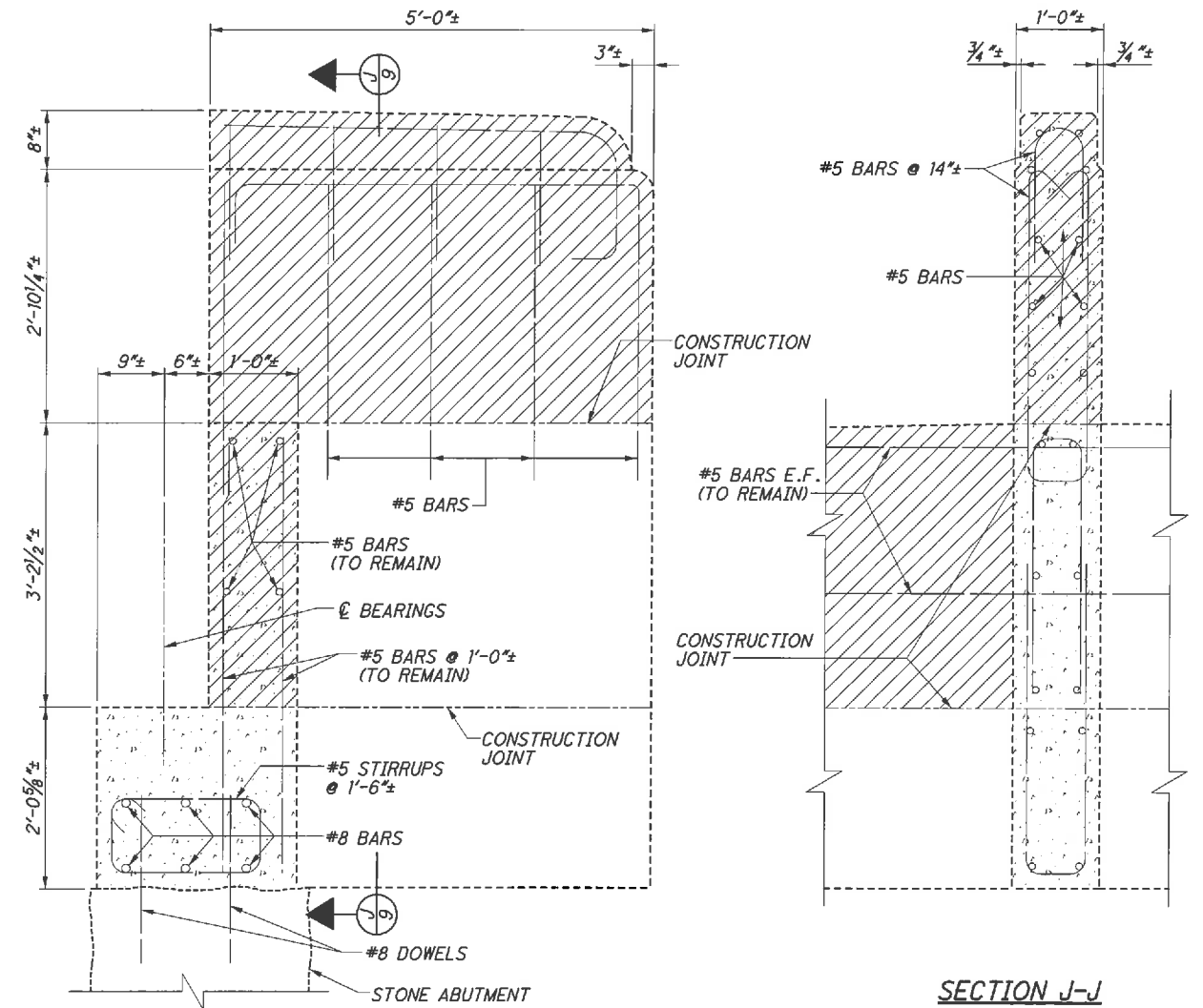
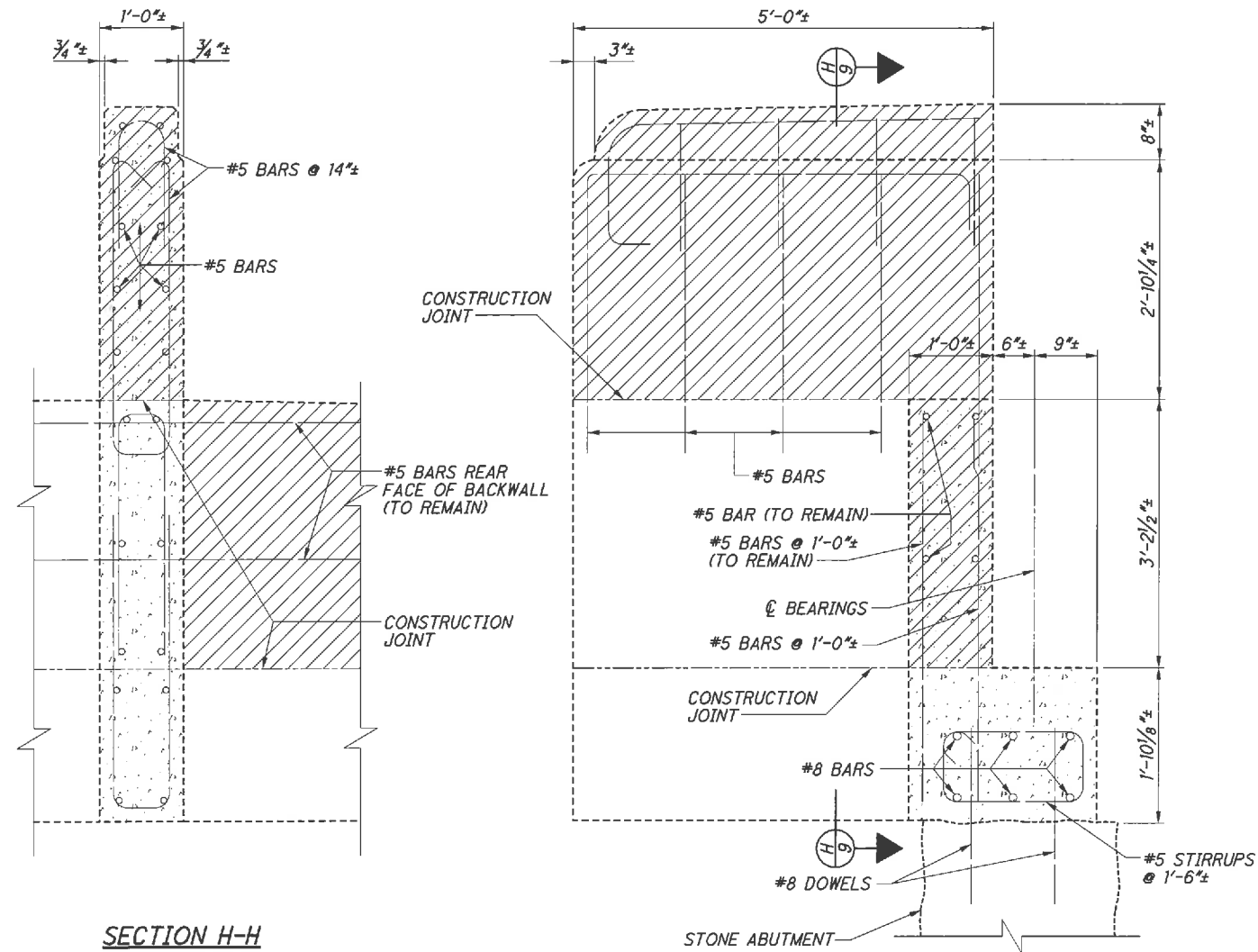
SECTION E-E

LEGEND

- INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - WEARING COURSE REMOVED.
- INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - APPROACH SLAB REMOVED.
- INDICATES MATERIAL TO BE REMOVED PER ITEM 202 - PORTIONS OF STRUCTURE REMOVED.

NOTES

SECTIONS A-A & B-B: FOR LOCATIONS SEE SHEETS 6/18 AND 7/18.
SECTIONS C-C, D-D & E-E: FOR LOCATION SEE SHEET 6/18.



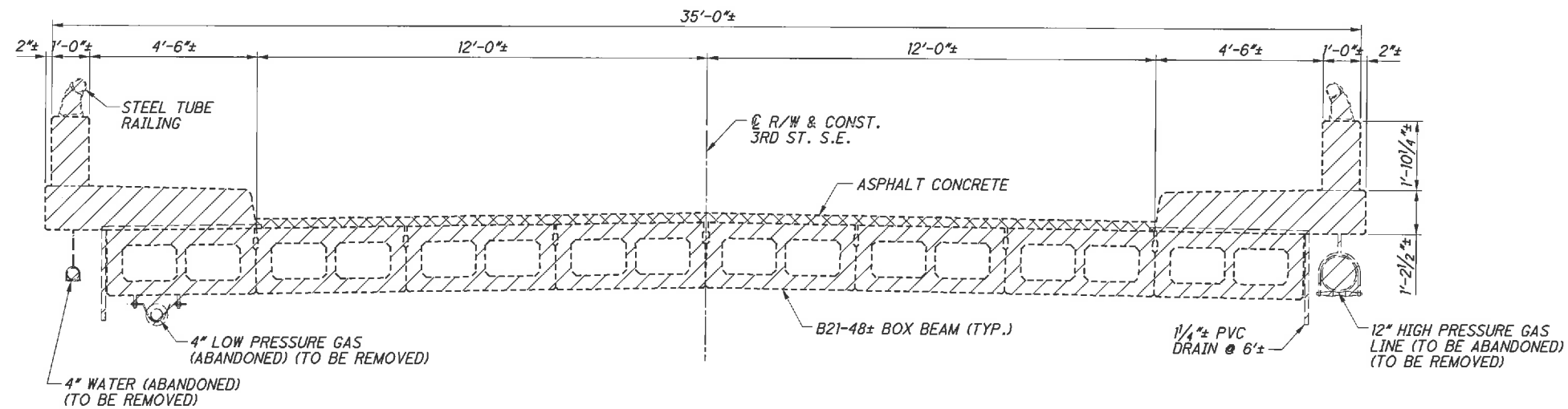
LEGEND

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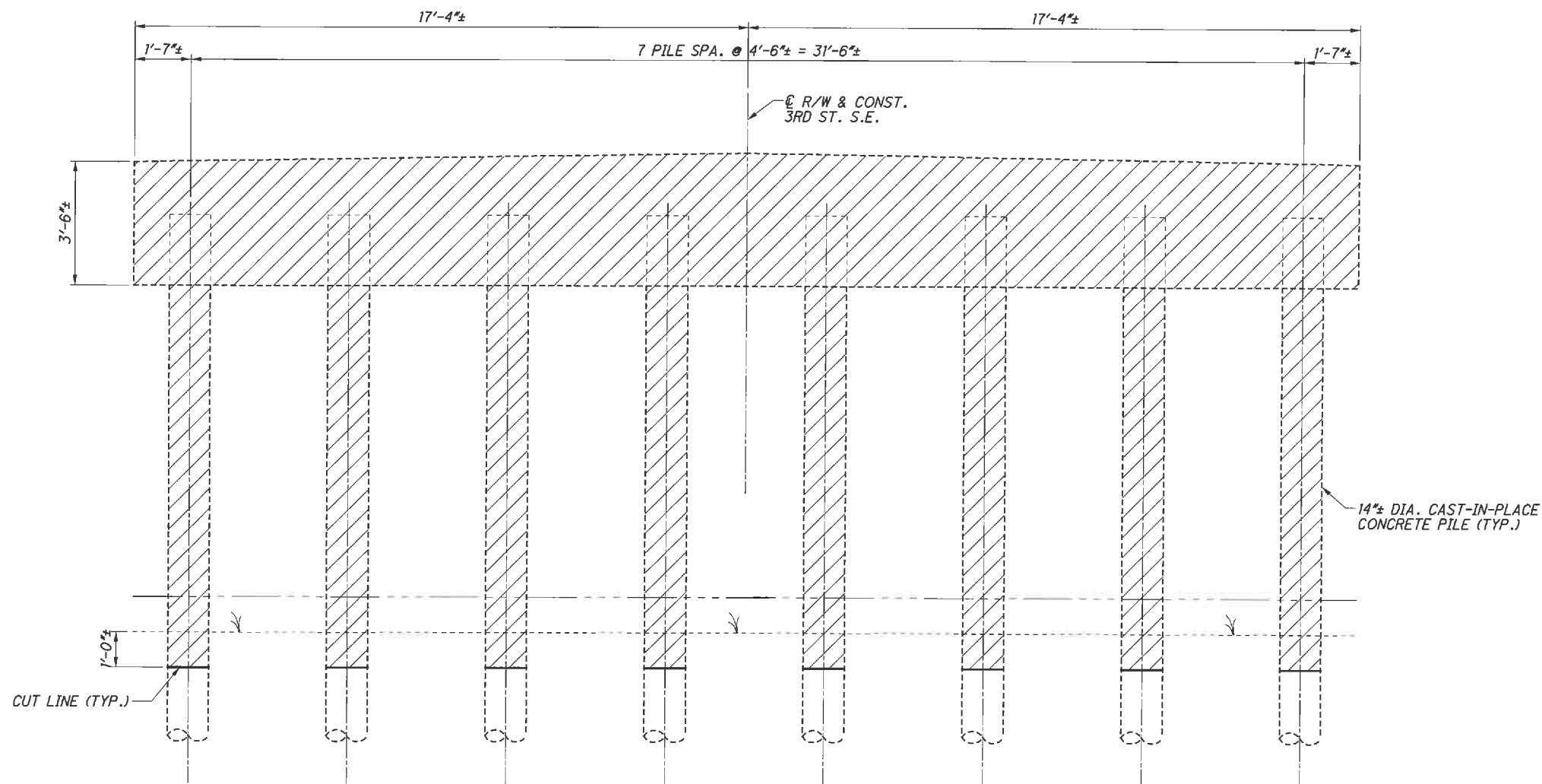
NOTES

NOTATION: E.F. - EACH FACE

SECTIONS F-F, G-G, H-H & J-J: FOR LOCATIONS SEE SHEET 7/18.



EXISTING TRANSVERSE SECTION



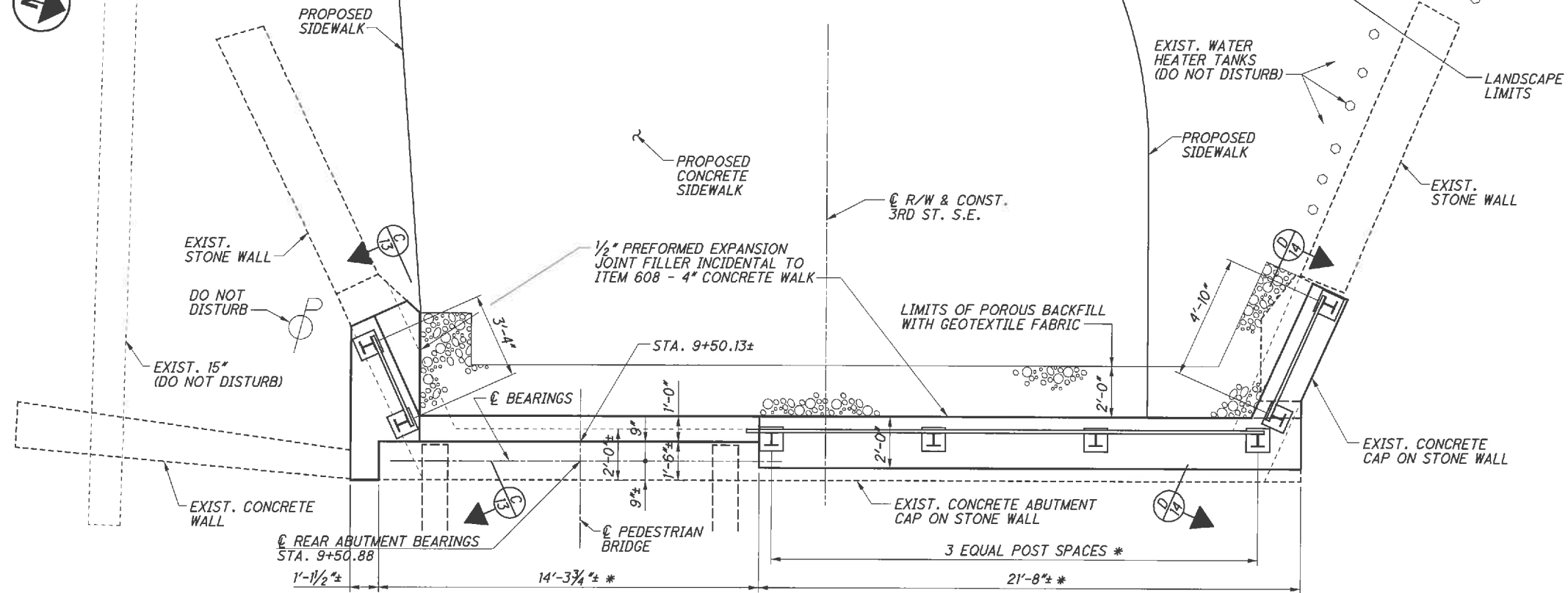
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LEGEND

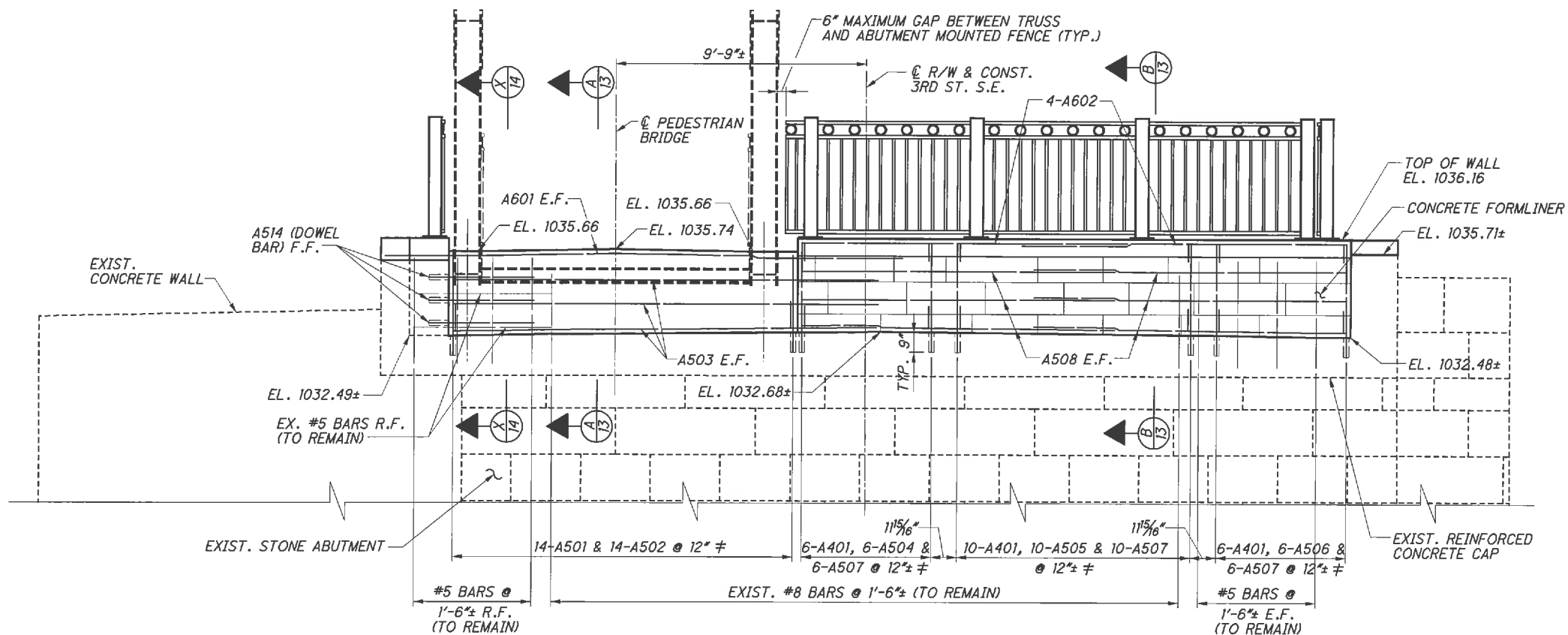
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- INDICATES MATERIALS TO BE REMOVED PER ITEM 202 - WEARING COURSE REMOVED.

NOTES

MATERIALS SHOWN ARE EXISTING.



PLAN



ELEVATION

LEGEND

* ACTUAL DIMENSIONS TO BE DETERMINED BY TRUSS DESIGN.
 † A501, A504, A505 & A506 BARS ARE DOWEL BARS

NOTES

NOTATION: E.F. - EACH FACE
 F.F. - FRONT FACE
 R.F. - REAR FACE

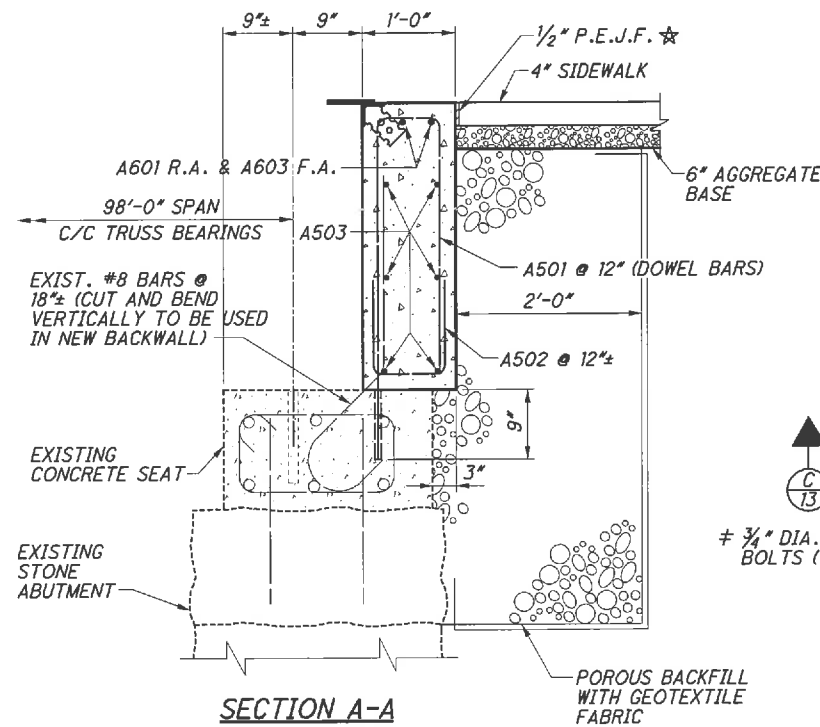
REINFORCING STEEL SPLICE LENGTHS SHALL BE 4'-1" FOR HORIZONTAL #4 BARS, 2'-4" FOR VERTICAL #5 BARS, 3'-1" FOR HORIZONTAL #5 BARS AND 4'-0" FOR HORIZONTAL #6 BARS.

RAILING DETAILS: SEE SHEET 17/18.

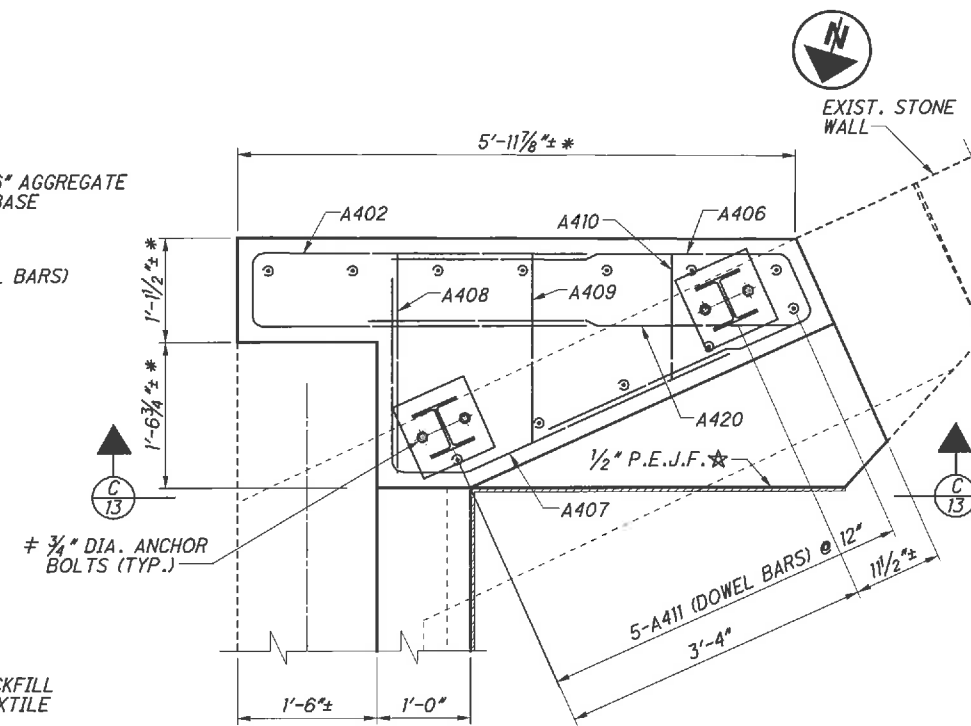
REAR ABUTMENT SOUTH WALL: FOR DETAILS SEE SHEET 13/18.

REAR ABUTMENT NORTH WALL: FOR DETAILS SEE SHEET 14/18.

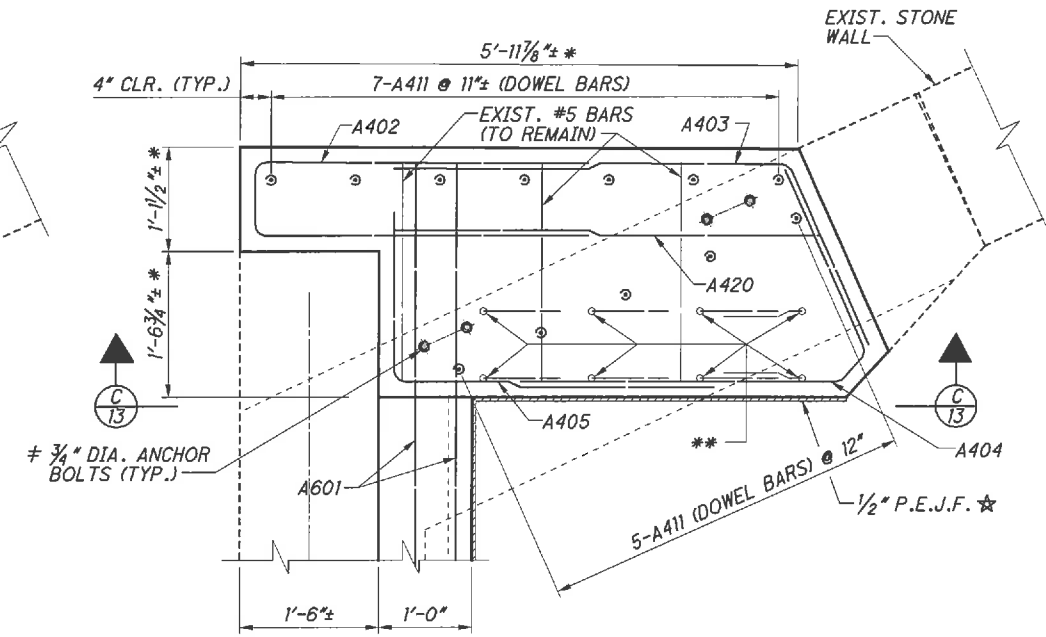
F:\2013\113016 3rd St. Bridge\91972\structures\Sheets\91972AB004.dgn 4/16/2019 10:16:26 AM DonHeiman



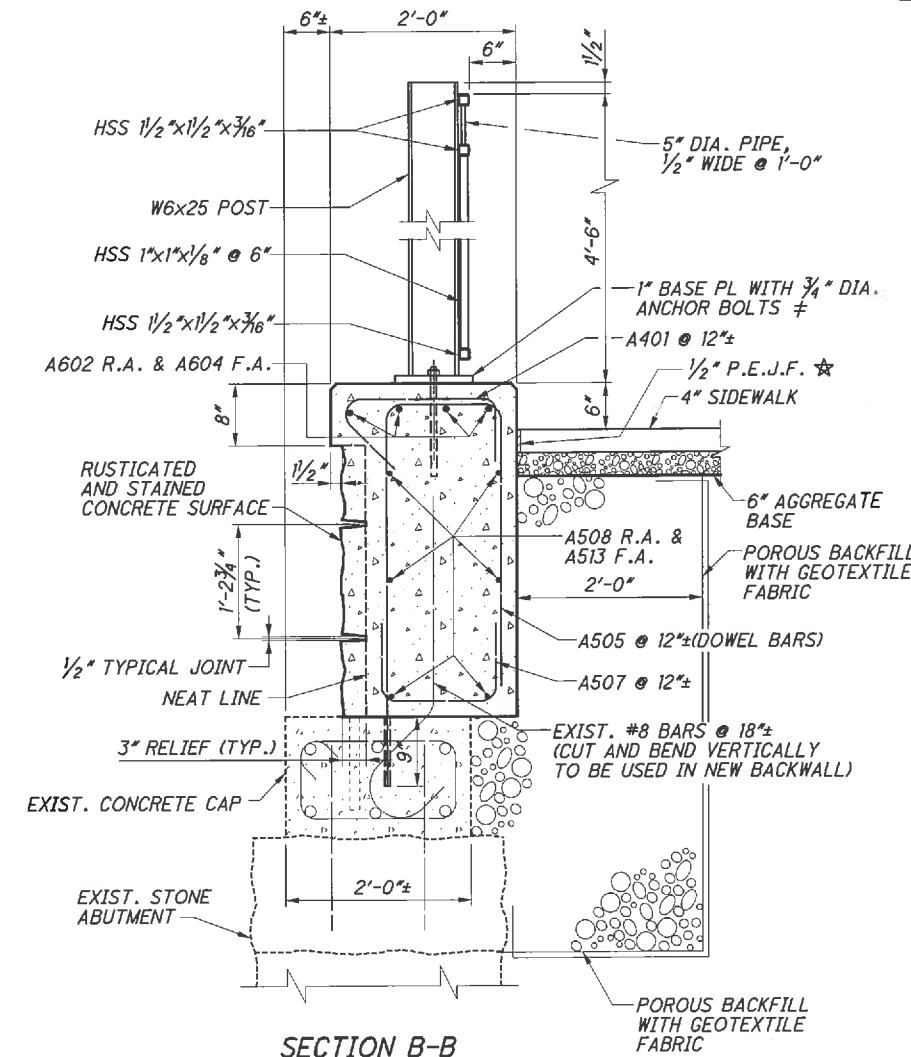
SECTION A-A



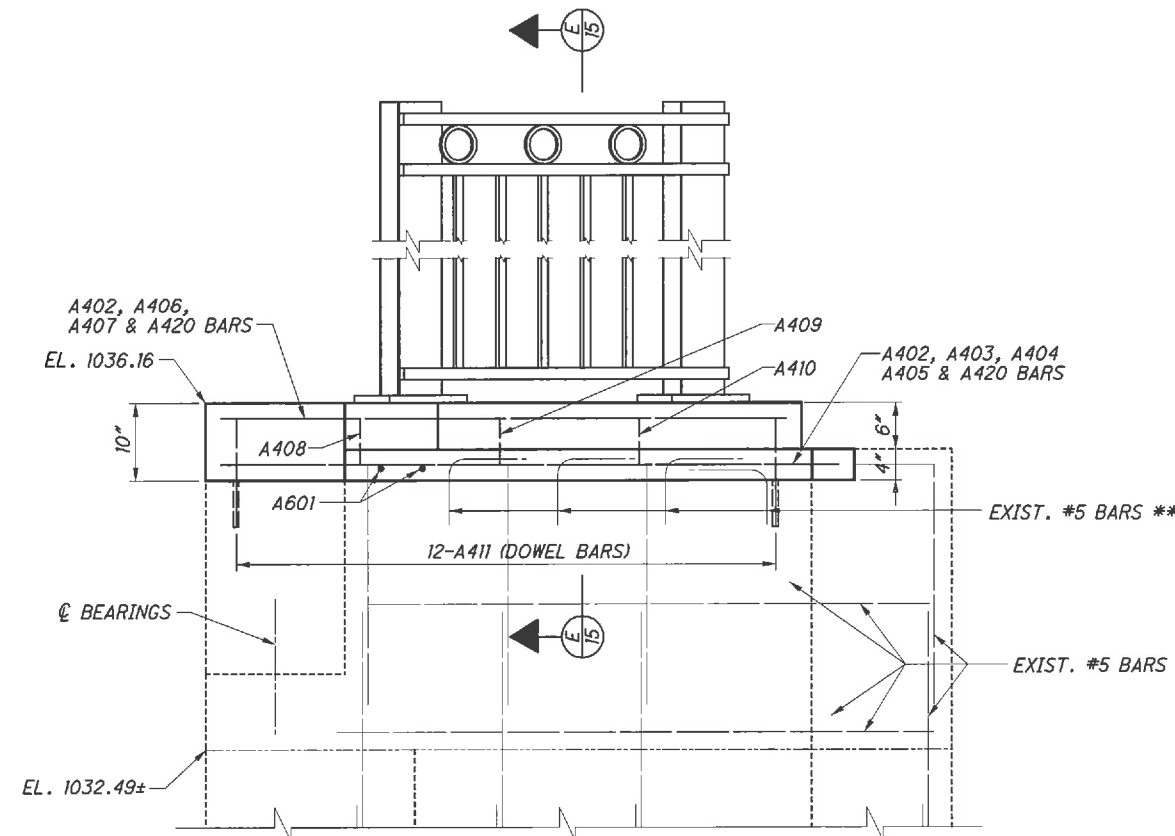
REAR ABUTMENT SOUTH WALL - TOP REINFORCING



REAR ABUTMENT SOUTH WALL - BOTTOM REINFORCING



SECTION B-B



SECTION C-C

LEGEND

- * MATCH EXISTING
- ** EXISTING #5 BARS (CUT AND BEND INTO NEW CAP)
- ± 12" MINIMUM EMBEDMENT
- ☆ 1/2" PREFORMED EXPANSION JOINT FILLER (P.E.J.F.) INCIDENTAL TO ITEM 608 - 4" CONCRETE WALK.

NOTES

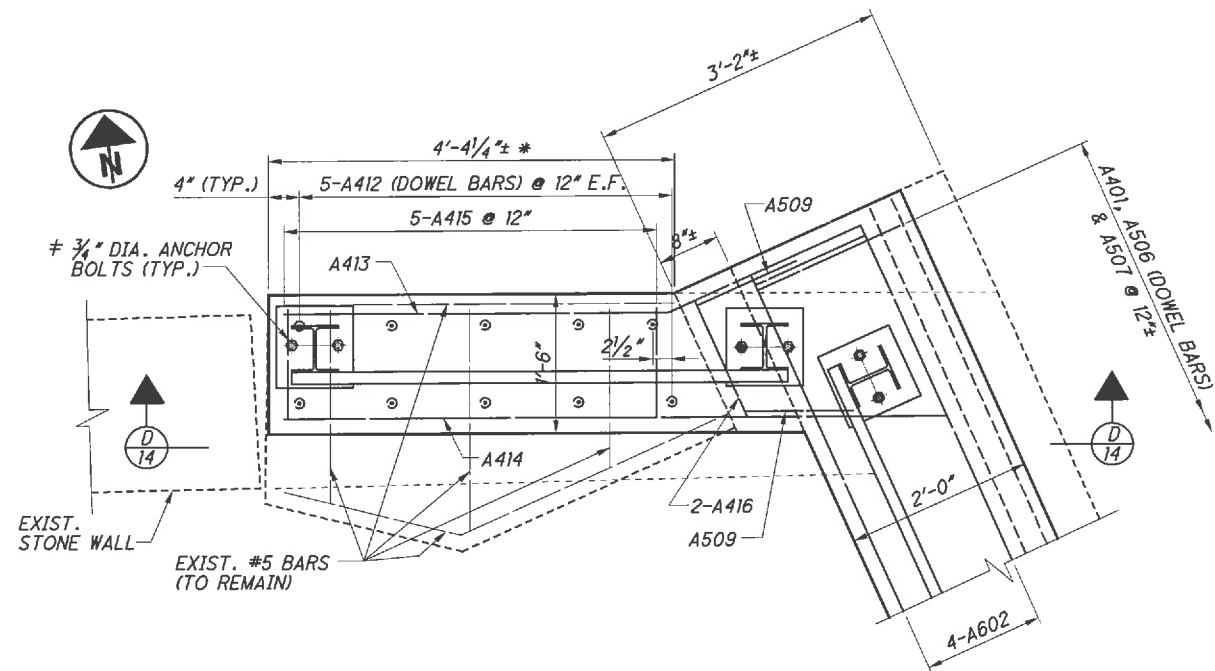
NOTATION: R.A. - REAR ABUTMENT
F.A. - FORWARD ABUTMENT

SECTIONS A-A & B-B: FOR LOCATIONS SEE SHEETS 11/18 & 12/18.

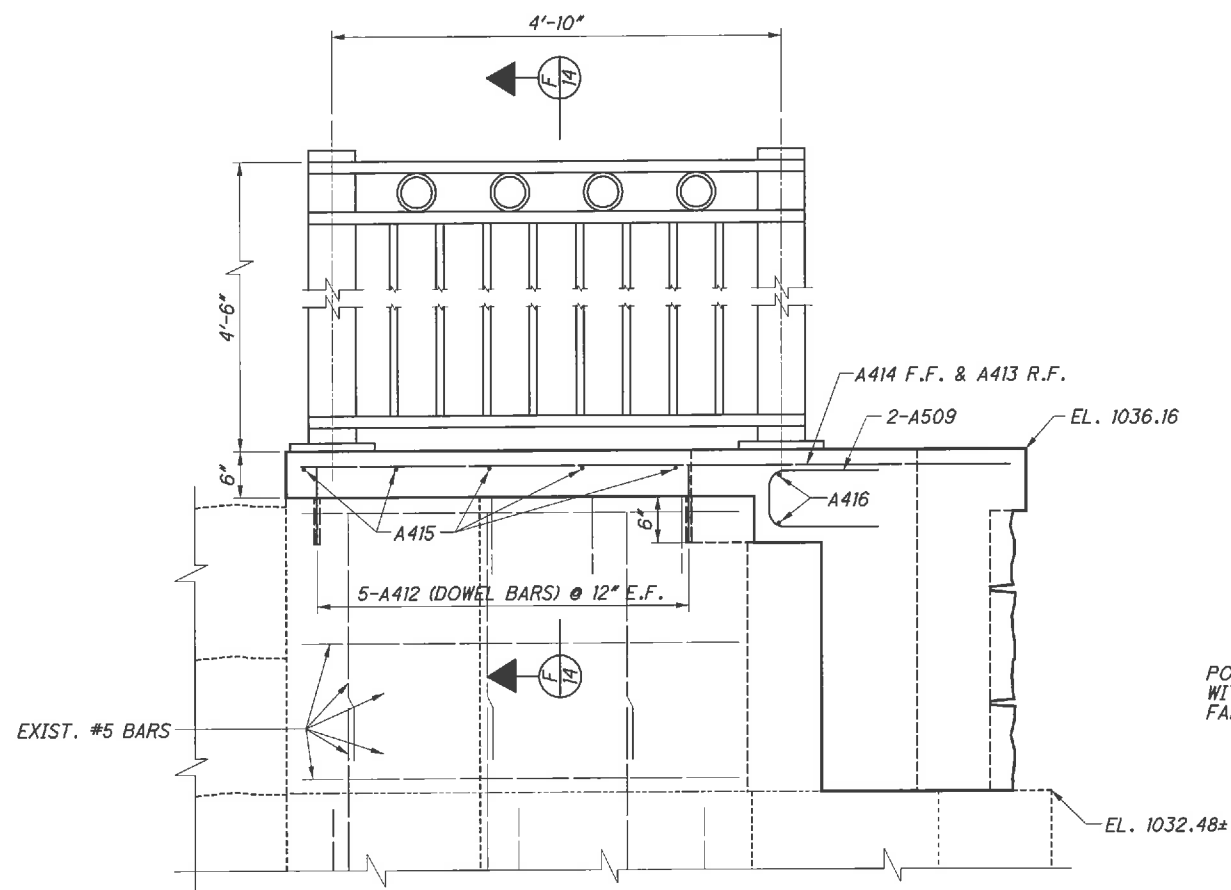
BASE PLATE DETAIL: SEE SHEET 15/18.

ADDITIONAL NOTES: SEE SHEET 11/18.

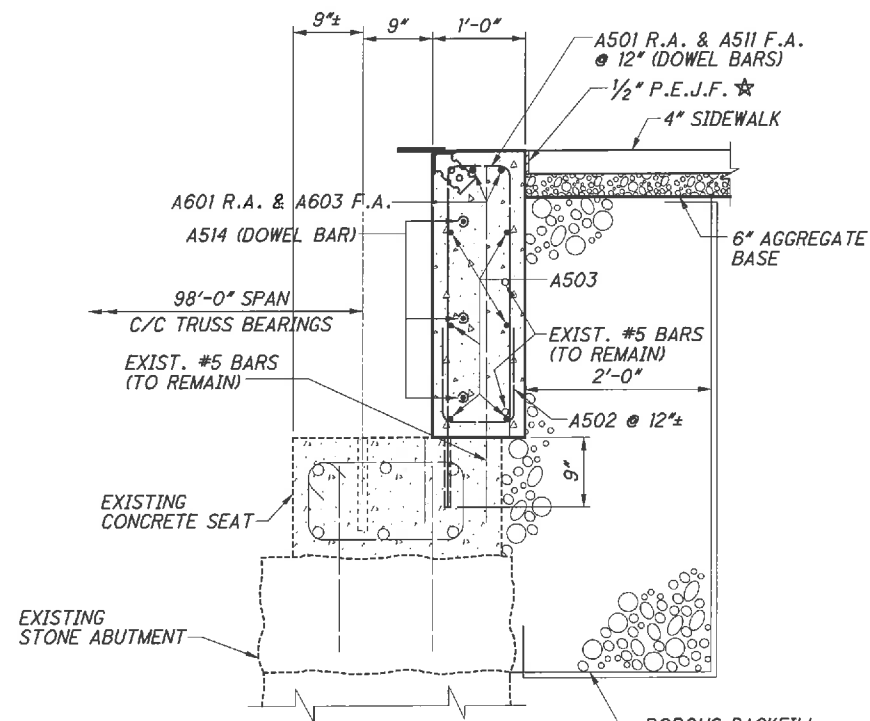
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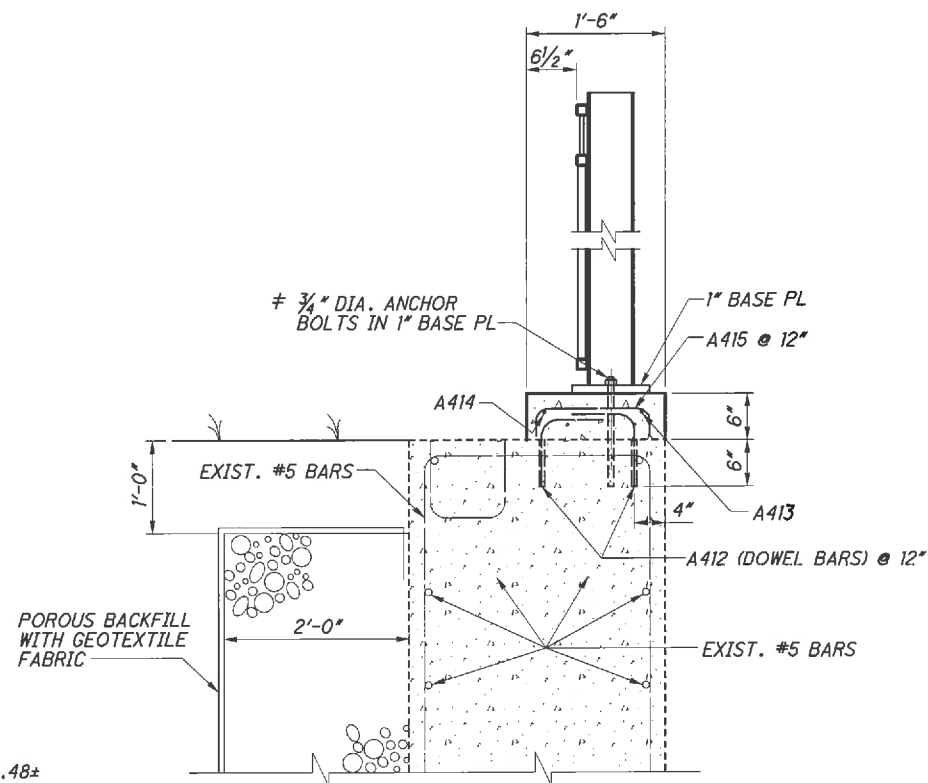
REAR ABUTMENT NORTH WALL



SECTION D-D



SECTION X-X



SECTION F-F

LEGEND

- * MATCH EXISTING
- # 12" MINIMUM EMBEDMENT
- ★ 1/2" PREFORMED EXPANSION JOINT FILLER (P.E.J.F.) INCIDENTAL TO ITEM 608 - 4" CONCRETE WALK.

NOTES

NOTATION: F.F. - FRONT FACE
R.F. - REAR FACE
E.F. - EACH FACE

SECTION X-X: FOR LOCATIONS SEE SHEETS 11/18 & 12/18.

ADDITIONAL NOTES: SEE SHEET 11/18.

ABUTMENT SECTIONS - 2
3RD ST. S.E.
OVER MIDDLE BRANCH OF NIMISHILLEN CREEK

STA-3RD ST. S.E.
PID No. 91972

14/18

50
59

RICHLAND ENGINEERING LIMITED
28 NORTH PARK STREET
MANSFIELD, OHIO 44802

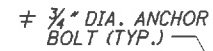
DATE
03/18/19
REVIEWED
DT
STRUCTURE FILE NUMBER

DRAWN
JLS
REVISED

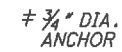
DESIGNED
BLN
CHECKED
dht



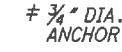
(RAILING NOT SHOWN)



BASE PLATE DETAIL



SECTION G-G



SECTION H-H

LEGEND

- ★ 1/2" PREFORMED EXPANSION JOINT FILLER (P.E.J.F.) INCIDENTAL TO ITEM 608 - 4" CONCRETE WALK.

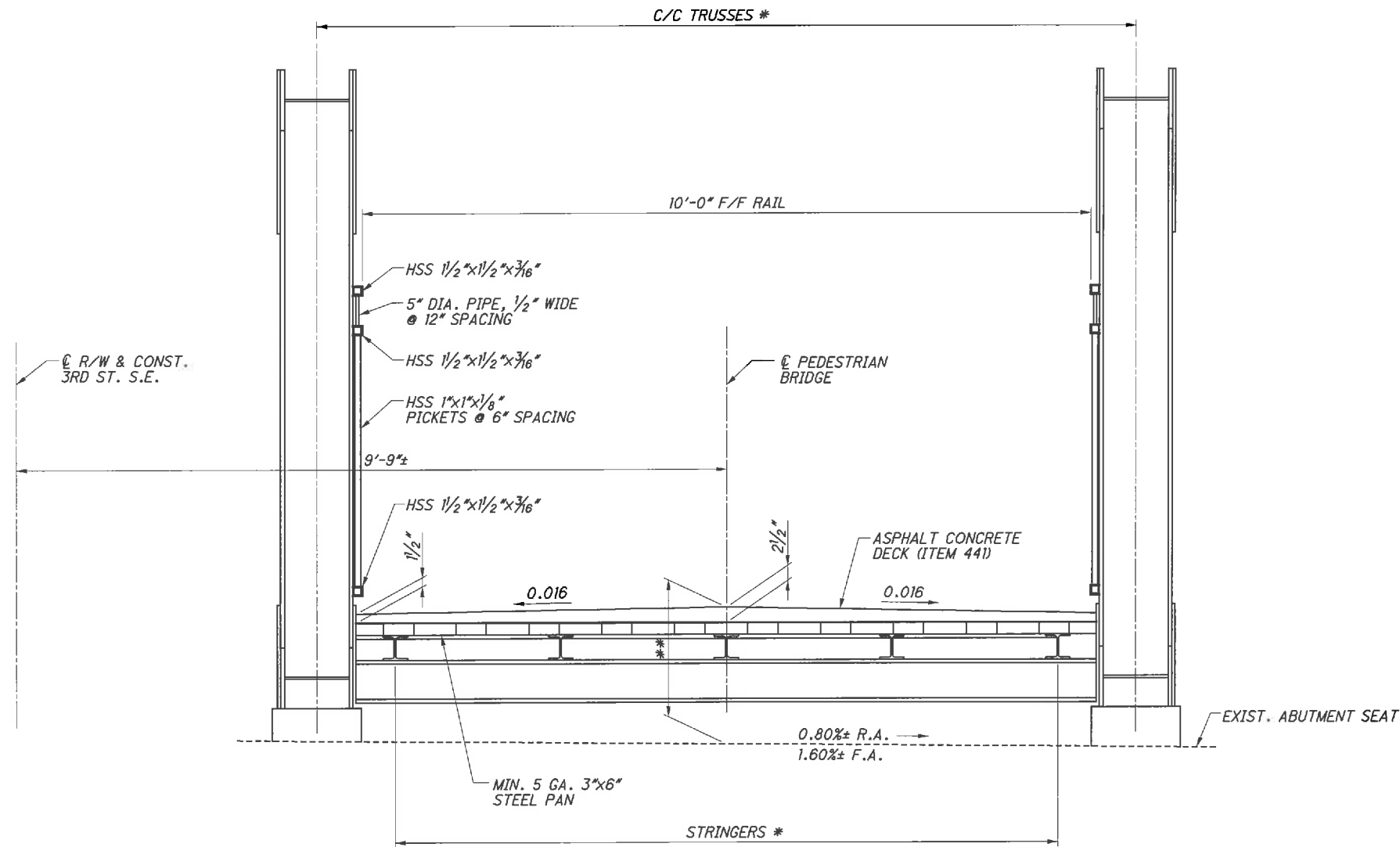
NOTES

SECTION E-E: FOR LOCATION SEE SHEET 13/18.

SECTIONS G-G & H-H: FOR LOCATIONS SEE SHEET 12/18.

ADDITIONAL NOTES: SEE SHEET 11/18.

F:\2013\13016 3rd St Bridge\91972\structures\Sheets\91972TS001.dgn 4/16/2019 10:18:20 AM DonHelman



TRANSVERSE SECTION

LEGEND

* SPACING PER TRUSS MANUFACTURER

** 3'-0" MAXIMUM DEPTH AT ABUTMENTS, INCLUDING BEARINGS. STEEL SHIMS TO BE USED TO SET UNDER BEARINGS ON EXISTING SEATS (ESTIMATED MAXIMUM SHIM DEPTH IS 3/2". IF SHIM DEPTH IS OVER 6", A REINFORCED CONCRETE BEARING PAD MAY BE CONSTRUCTED ON THE EXISTING SEAT.

NOTES

RAILING DETAILS: SEE SHEET 17/18.

TRANSVERSE SECTION
3RD ST. S.E.
OVER MIDDLE BRANCH OF NIMISHILLEN CREEK

STA - 3RD ST. S.E.
PID No. 91972

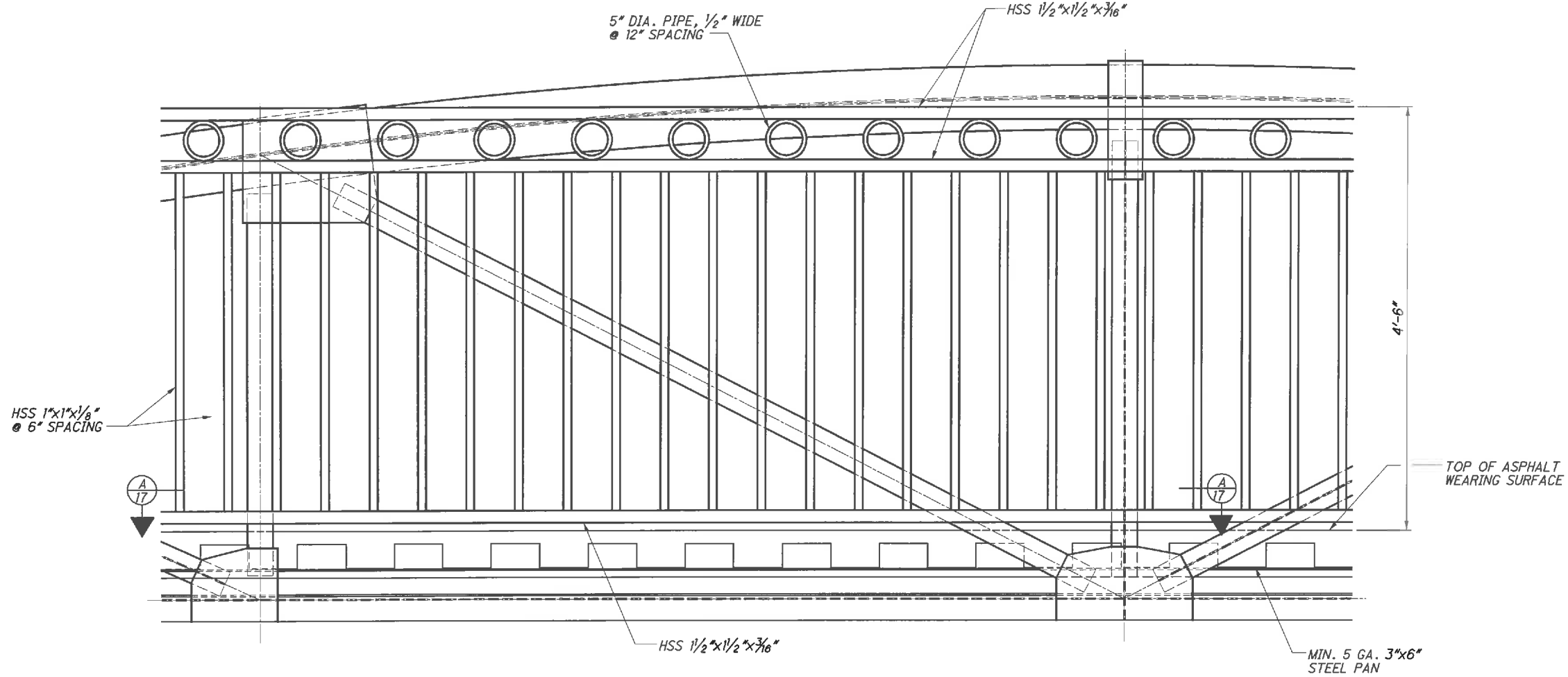
16 / 18

52
59

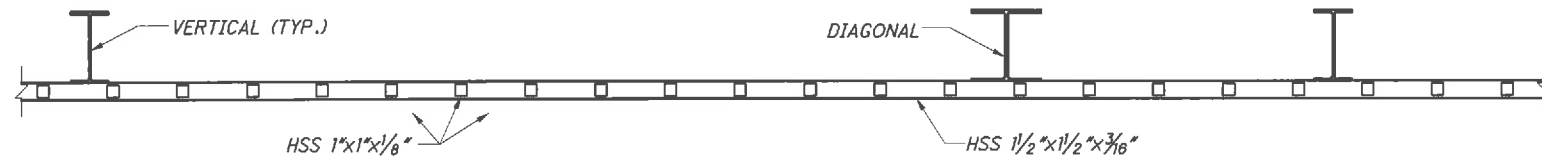
RICHLAND ENGINEERING LIMITED
29 NORTH PARK STREET
MANSFIELD, OHIO 44902

DESIGNED
BLN
CHECKED
dht
DRAWN
RB
REVISED
REVIEWED
DT
DATE
03/18/19
STRUCTURE FILE NUMBER

F:\2013\113016 3rd St Bridge\91972\structures\Sheets\91972SD001.dgn 4/16/2019 10:18:54 AM DonHelman

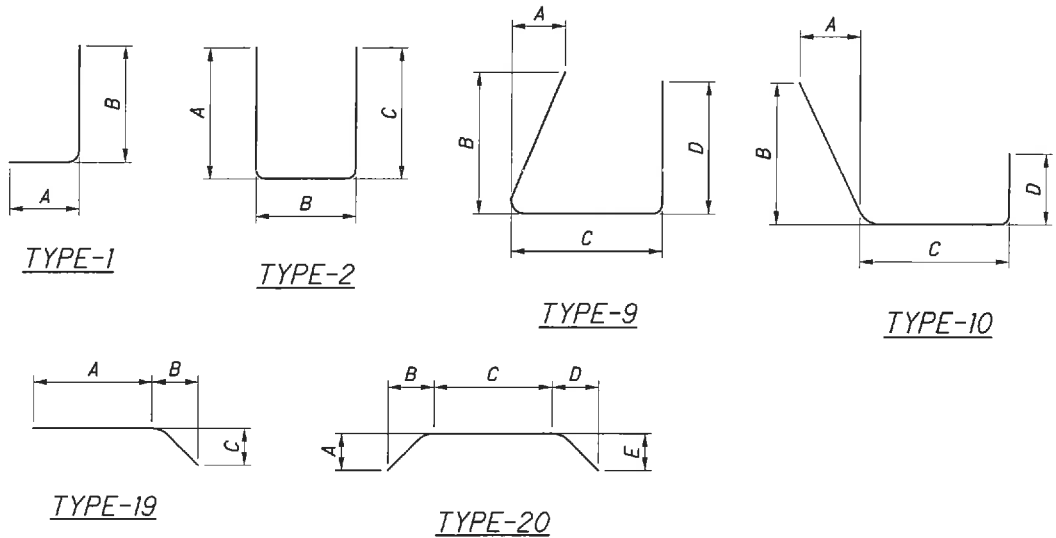


PARTIAL RAILING ELEVATION



SECTION A-A

| MARK | NUMBER | | | LENGTH | WEIGHT | TYPE | DIMENSIONS | | | | | | | | | | |
|-----------|--------|---------|-------|--------|--------|------|------------|------------|------------|-------|-----------|---|------------|-----|------|-------|--|
| | REAR | FORWARD | TOTAL | | | | A | B | C | D | E | R | INC | | | | |
| | | | | | | | | | | | | | | | | | |
| ABUTMENTS | | | | | | | | | | | | | CALCULATED | JLS | DATE | 02/19 | |
| | | | | | | | | | | | | | CHECKED | BLN | DATE | 03/19 | |
| A401 | 22 | 21 | 43 | 2'-9" | 79 | 9 | 0'-5 1/4" | 0'-8" | 1'-8" | 0'-8" | | | | | | | |
| A402 | 2 | | 2 | 7'-8" | 10 | 2 | 3'-7" | 0'-9" | 3'-7" | | | | | | | | |
| A403 | 1 | | 1 | 6'-4" | 4 | 19 | 4'-2 3/4" | 0'-10 1/2" | 1'-11 1/4" | | | | | | | | |
| A404 | 1 | | 1 | 6'-0" | 4 | 20 | 1'-11 1/2" | 0'-10" | 0'-5 3/4" | 2'-4" | 2'-6 1/4" | | | | | | |
| A405 | 1 | | 1 | 5'-3" | 4 | 1 | 1'-10" | 3'-6" | | | | | | | | | |
| A406 | 1 | | 1 | 7'-11" | 5 | 10 | 1'-8 3/4" | 3'-10 1/4" | 0'-8 3/4" | 3'-1" | | | | | | | |
| A407 | 1 | | 1 | 5'-10" | 4 | 10 | 2'-9 3/4" | 1'-3 1/4" | 0'-9 1/2" | 2'-1" | | | | | | | |
| A408 | 1 | | 1 | 3'-1" | 2 | 2 | 0'-6" | 2'-4" | 0'-6" | | | | | | | | |
| A409 | 1 | | 1 | 2'-10" | 2 | 2 | 0'-6" | 2'-0" | 0'-6" | | | | | | | | |
| A410 | 1 | | 1 | 2'-1" | 1 | 2 | 0'-6" | 1'-4" | 0'-6" | | | | | | | | |
| A411 | 12 | | 12 | 1'-9" | 14 | 1 | 0'-8" | 1'-2" | | | | | | | | | |
| A412 | 10 | 24 | 34 | 1'-5" | 32 | 1 | 0'-8" | 0'-10" | | | | | | | | | |
| A413 | 1 | | 1 | 6'-4" | 4 | 19 | 4'-2 3/4" | 1'-11 1/2" | 0'-10 1/2" | | | | | | | | |
| A414 | 1 | | 1 | 7'-1" | 5 | STR | | | | | | | | | | | |
| A415 | 5 | | 5 | 1'-7" | 5 | 2 | 0'-3 1/2" | 1'-2" | 0'-3 1/2" | | | | | | | | |
| A416 | 2 | | 2 | 1'-4" | 2 | STR | | | | | | | | | | | |
| A417 | | 12 | 12 | 1'-10" | 15 | 1 | 0'-3 1/2" | 1'-8" | | | | | | | | | |
| A418 | | 2 | 2 | 5'-4" | 7 | STR | | | | | | | | | | | |
| A419 | | 2 | 2 | 6'-11" | 9 | STR | | | | | | | | | | | |
| A420 | 2 | | 2 | 4'-7" | 6 | STR | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| A501 | 14 | 5 | 19 | 6'-10" | 135 | 2 | 3'-8" | 0'-8" | 2'-9" | | | | | | | | |
| A502 | 14 | 16 | 30 | 2'-5" | 76 | 2 | 1'-0" | 0'-8" | 1'-0" | | | | | | | | |
| A503 | 6 | 6 | 12 | 17'-8" | 221 | STR | | | | | | | | | | | |
| A504 | 6 | 6 | 12 | 8'-3" | 103 | 2 | 4'-1" | 1'-3" | 3'-2" | | | | | | | | |
| A505 | 10 | 7 | 17 | 8'-5" | 149 | 2 | 4'-2" | 1'-3" | 3'-3" | | | | | | | | |
| A506 | 6 | | 6 | 8'-7" | 54 | 2 | 4'-3" | 1'-3" | 3'-4" | | | | | | | | |
| A507 | 22 | 21 | 43 | 2'-8" | 120 | 2 | 0'-10" | 1'-3" | 0'-10" | | | | | | | | |
| A508 | 12 | | 12 | 12'-3" | 153 | STR | | | | | | | | | | | |
| A509 | 2 | | 2 | 2'-9" | 6 | 2 | 1'-2" | 0'-8" | 1'-2" | | | | | | | | |
| A510 | | 4 | 4 | 6'-8" | 28 | 2 | 3'-7" | 0'-8" | 2'-8" | | | | | | | | |
| A511 | | 7 | 7 | 7'-0" | 51 | 2 | 3'-9" | 0'-8" | 2'-10" | | | | | | | | |
| A512 | | 8 | 8 | 8'-1" | 67 | 2 | 4'-0" | 1'-3" | 3'-1" | | | | | | | | |
| A513 | | 12 | 12 | 11'-4" | 142 | STR | | | | | | | | | | | |
| A514 | 3 | 3 | 6 | 4'-0" | 25 | STR | | | | | | | | | | | |
| A515 | | 2 | 2 | 6'-3" | 13 | 2 | 2'-11" | 0'-8" | 2'-11" | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| A601 | 2 | | 2 | 20'-0" | 60 | STR | | | | | | | | | | | |
| A602 | 8 | | 8 | 12'-9" | 153 | STR | | | | | | | | | | | |
| A603 | | 2 | 2 | 18'-7" | 56 | STR | | | | | | | | | | | |
| A604 | | 8 | 8 | 14'-5" | 173 | STR | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | 1999 | | | | | | | | | | | | |



NOTES

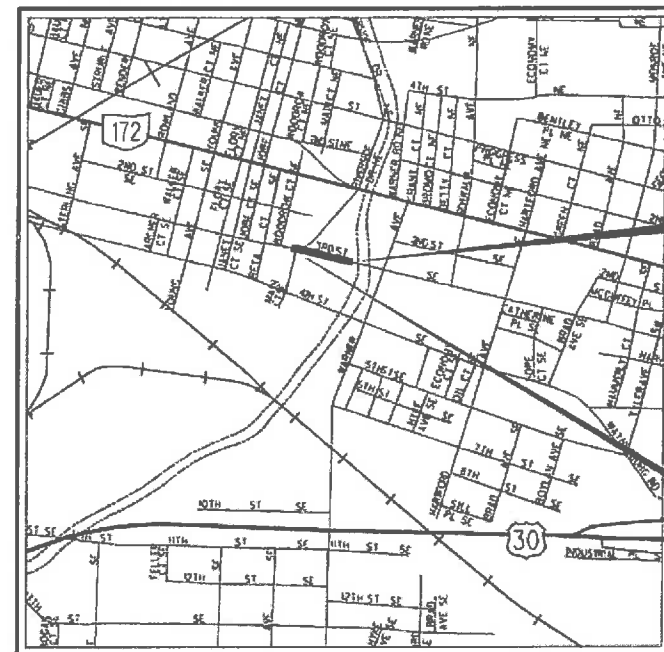
BAR SIZE IS INDICATED IN THE BAR MARK. THE FIRST LETTER IDENTIFIES BAR LOCATION, THE NEXT DIGIT INDICATES THE BAR SIZE DESIGNATION, THE REMAINING DIGITS STATE THE SEQUENCE NUMBER.

EXAMPLE: A501
A = LOCATION OF THE BAR IN ABUTMENT
5 = BAR SIZE DESIGNATION
01 = SEQUENCE NUMBER

BAR DIMENSIONS SHOWN ARE OUT TO OUT UNLESS OTHERWISE INDICATED. R INDICATES INSIDE RADIUS, UNLESS OTHERWISE NOTED.

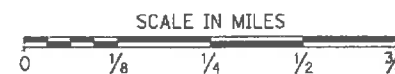
ALL REINFORCING STEEL TO BE EPOXY COATED.

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LOCATION MAP

LATITUDE: 40°47'37" N LONGITUDE: 81°21'29" W



UTILITY OWNERS

ELECTRIC

AEP-OHIO
301 CLEVELAND AVENUE S.W.
P.O. BOX 24400
CANTON, OHIO 44701
330-438-7762
ATTN: KEN HUOT

TELEPHONE

AT&T
50 WEST BOWER STREET
AKRON, OHIO 44308
330-384-2245
ATTN: RICH WILSON

CABLE

TIME WARNER CABLE
5520 WHIPPLE AVE. N.W.
NORTH CANTON, OHIO 44720
330-494-9200
ATTN: RON FERDINAND
EXT.: 330-555-3003

SEWERS

CITY OF CANTON
CITY ENGINEER'S OFFICE
2436 30TH ST. N.E.
CANTON, OHIO 44705
330-489-3381
ATTN: DAN MOEGLIN

GAS

DOMINION EAST OHIO GAS
320 SPRINGSIDE DR.
AKRON, OHIO 44333
330-664-2409
ATTN: MARY LONG

OIL

ENERVEST (FORMERLY
BELDON & BLAKE)
125 S.R. 43
HEARTVILLE, OHIO 44652
330-877-6747
ATTN: RICK KEPLER

WATER

CITY OF CANTON WATER
DEPARTMENT
2664 HARRISBURG RD. N.E.
CANTON, OHIO 44708
330-489-3310
ATTN: LEWI MILLER

NOTES: THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE OBTAINED FROM THE OWNER OF THE UTILITIES AS REQUIRED BY SECTION 153.64 O.R.C.

CONVENTIONAL SYMBOLS

| | | | |
|-----------------------------|----------------|-----------------------|----------------------------|
| County Line | ----- | Ditch / Creek (Ex) | ~~~~~ |
| Township Line | ----- | Ditch / Creek (Pr) | ~~~~~ |
| Section Line | ----- | Tree Line (Ex) | ~~~~~ |
| Corporation Line | ----- or ----- | Ownership Hook Symbol | Example |
| Fence Line (Ex) | ----- (Pr) | Property Line Symbol | Example |
| Center Line | ----- | Break Line Symbol | Example |
| Right of Way (Ex) | ----- Ex R/W | Tree (Pr) | Tree (Ex) Shrub (Ex) |
| Right of Way (Pr) | ----- R/W | Tree (Remove) | Shrub (Remove) |
| Standard Highway Ease. (Ex) | ----- Ex SH | Evergreen (Ex) | Stump |
| Temporary Right of Way | ----- TMP | Evergreen (Remove) | Stump (Remove) |
| Channel Ease. (Pr) | ----- CH | Wetland (Pr) | Grass (Pr) Aerial Target |
| Utility Ease. (Ex) | ----- Ex U | Post (Ex) | Mailbox (Ex) Mailbox (Pr) |
| Railroad | ----- or ----- | Light (Ex) | Telephone Marker (Ex) TEL |
| Guardrail (Ex) | ----- (Pr) | Fire Hydrant (Ex) | Water Meter (Ex) |
| Construction Limits | ----- | Water Valve (Ex) | Utility Valve Unknown (Ex) |
| Edge of Pavement (Ex) | ----- | Telephone Pole (Ex) | Power Pole (Ex) |
| Edge of Pavement (Pr) | ----- | Light Pole (Ex) | |
| Edge of Shoulder (Ex) | ----- | | |
| Edge of Shoulder (Pr) | ----- | | |

RIGHT OF WAY LEGEND SHEET STA-3RD ST. S.E.

CITY OF CANTON
STARK COUNTY
STATE OF OHIO

INDEX OF SHEETS:

| | |
|---------------------------|-----|
| LEGEND SHEET | 1 |
| PROPERTY MAP | 2 |
| SUMMARY OF ADDITIONAL R/W | 3 |
| R/W DETAIL | 4-5 |

PROJECT DESCRIPTION

REMOVAL OF A DEFICIENT BRIDGE OVER THE MIDDLE BRANCH OF NIMISHILLEN CREEK. INSTALLATION OF A PREFABRICATED PEDESTRIAN BRIDGE. EXISTING APPROACH WILL BE A CUL-DE-SAC ON EXISTING VERTICAL ALIGNMENT. INTERSECTION MODIFICATION AT 3RD ST. S.E. AND RIVERSIDE DR. S.E. MINOR UTILITY WORK AND DRAINAGE WORK.

PROJECT LENGTH 0.12 MILE.

PLANS PREPARED BY:

FIRM NAME: RICHLAND ENGINEERING LIMITED

R/W DESIGNER: BRIAN BESECKER

R/W REVIEWER: ROBERT J. MCAULEY

FIELD REVIEWER: ROBERT J. MCAULEY

PRELIMINARY FIELD REVIEW DATE:

TRACINGS FIELD REVIEW DATE: 1/11/19

OWNERSHIP UPDATED BY: BRIAN BESECKER

DATE COMPLETED: 1/14/19

PLAN COMPLETION DATE: 1/15/19

MONUMENT LEGEND

- EXISTING R/W MONUMENT BOX
- IRON PIN FOUND
- IRON PIN SET W/ ID CAP (5/8"x30") LONG REBAR WITH PLASTIC CAP STAMPED "RICHLAND ENGINEERING LIMITED"
- IRON PIPE FOUND

TYPES OF TITLE LEGEND:
WD = WARRANTY DEED

STRUCTURE KEY

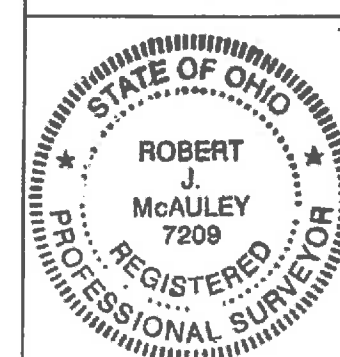
- RESIDENTIAL
- COMMERCIAL
- OUT-BUILDING

I, ROBERT J. MCAULEY, P. S. HAVE CONDUCTED A SURVEY OF THE EXISTING CONDITIONS FOR THE OHIO DEPARTMENT OF TRANSPORTATION IN 2013. THE RESULTS OF THAT SURVEY ARE CONTAINED HEREIN. THE HORIZONTAL COORDINATES EXPRESSED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE ON NAD 83(86) DATUM. THE PROJECT COORDINATES (US SURVEY FEET) ARE RELATIVE TO STATE PLANE GRID COORDINATES (US SURVEY FEET) BY A PROJECT ADJUSTMENT FACTOR OF 1.000093681. AS A PART OF THIS PROJECT I HAVE REESTABLISHED THE LOCATIONS OF THE EXISTING PROPERTY LINES AND THE EXISTING CENTERLINE OF RIGHT OF WAY FOR PROPERTY TAKES CONTAINED HEREIN. AS A PART OF THIS PROJECT I HAVE ESTABLISHED THE PROPOSED PROPERTY LINES, CALCULATED THE GROSS TAKE, PRESENT ROADWAY OCCUPIED (PRO), NET TAKE AND NET RESIDUE; AS WELL AS PREPARED THE LEGAL DESCRIPTIONS NECESSARY TO ACQUIRE THE PARCELS AS SHOWN HEREIN. AS A PART OF THIS WORK I HAVE SET RIGHT OF WAY MONUMENTS AT THE PROPERTY CORNERS, PROPERTY LINE INTERSECTION, POINTS ALONG THE RIGHT OF WAY AND/OR ANGLE POINTS ON THE RIGHT OF WAY. ALL OF MY WORK CONTAINED HEREIN WAS CONDUCTED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE 4733-37 COMMONLY KNOWN AS "MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO" UNLESS NOTED. THE WORDS I AND MY AS USED HEREIN ARE TO MEAN EITHER MYSELF OR SOMEONE WORKING UNDER MY DIRECT SUPERVISION.

Robert J. McAuley
ROBERT J. MCAULEY, PROFESSIONAL LAND SURVEYOR 7209

15 Jan 2019
DATE:

SURVEYORS SEAL



RIGHT OF WAY
LEGEND SHEET

STA-3RD ST. S.E.

1/5

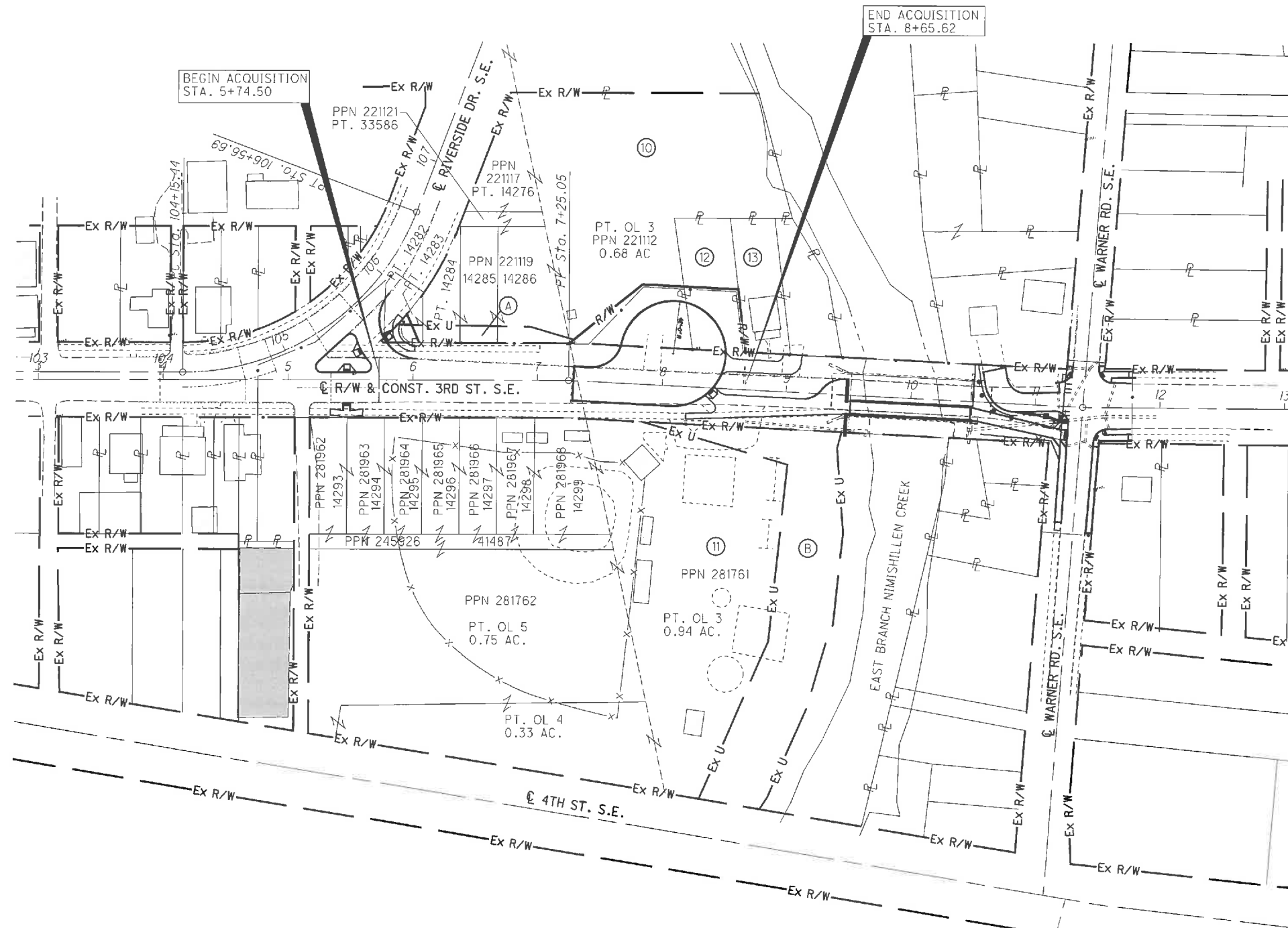
55
59

FEDERAL PROJECT NO.
E120 (673)

PID NO.
91972

CALCULATED
BB
CHECKED
RJM

STATE OF OHIO
STARK COUNTY
MCKINLEY TOWNSHIP
CITY OF CANTON



(10)
 MATTHEW W. WEIDA
 INST. 200602270011155
 3RD ST. S.E.

⑪
CITY OF CANTON
D.V. 1216, PG. 229
3RD ST. S.E.

(12)
 STARK COUNTY LAND
 REUTILIZATION CORPORATION
 INST. 20150930039044
 1613 3RD ST. S.E.
 PPN 220820
 32463

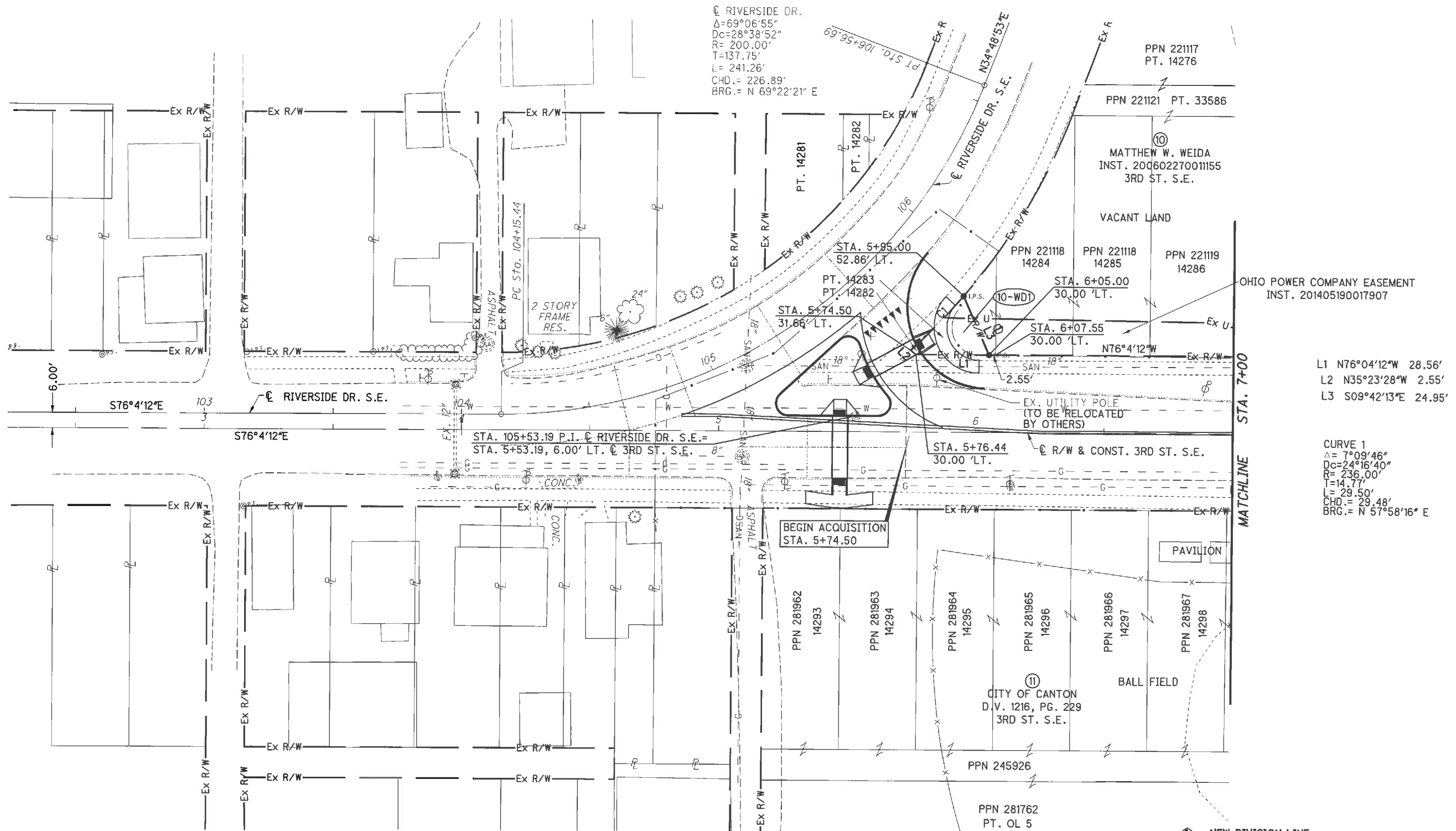
⑬
RAFE N. LAZAR
INST. 2002010894
1615 3RD ST. S.E.
PPN 220526
32464

(A) OHIO POWER COMPANY EASEMENT
INST. 201405190017907

(B) OHIO POWER COMPANY EASEMENT
INST. 201606020021217

| | | |
|----------------|-------------|--------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| REV. BY | DATE | DESCRIPTION |
| DATE COMPLETED | 1/15/19 | |

C RIVERSIDE DR.
 Δ=69°06'55"
 Dc=28°38'52"
 R= 200.00'
 T=137.75'
 L= 241.26'
 CHD.= 226.89'
 BRG.= N 69°22'21" E



L1 N76°04'12"W 28.56'
L2 N35°23'28"W 2.55'
L3 S09°42'13"E 24.95'

CURVE 1
 $\Delta = 7^{\circ}09'46''$
 $Dc = 24^{\circ}16'40''$
 $R = 236.00'$
 $T = 14.77'$
 $L = 29.50'$
 $CHD. = 29.48'$
 $BRG. = N 57^{\circ}58'16'' E$

① - NEW DIVISION LINE

| | | |
|----------------|-------------|--------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| REV. BY | DATE | DESCRIPTION |
| DATE COMPLETED | 1/15/19 | |

STA-3RD ST. S.E.

RIGHT OF WAY PLAN
STA. 2+50.00 TO STA. 7+00.00

PID NO.
91972

| | |
|-----|--------------|
| BB | R/W REVIEWER |
| RJM | |

HORIZONTAL
SCALE IN FEET

⑬
RAFE N. LAZAR
INST. 2002010894
1615 3RD ST. S.E.
PPN 220526
32464



| | | |
|----------------|-------------|--------------------|
| | | |
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| | | |
| | | |
| REV. BY | DATE | DESCRIPTION |
| DATE COMPLETED | 1/15/19 | |