The City of Canton

Invitation to Bid

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

GP 1319 Market Ave. S. Streetscape, Phase 3
Item/Project

Engineering Department
Responsible Department

2:00:00 PM, 5/23/2022
Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City **State** **Zip**

Contact Person **Phone No.** **Email Address**

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

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

The City of Canton

Legal Notice

Sealed bids will be received by the City of Canton (the “City”), as provided in this notice for the GP 1319 Market Ave. S. Streetscape, Phase 3 Project (the “Project”), Ordinance 7/2022. Contract documents, which include additional details of the Project, are on file and available from the City of Canton’s web site (https://cantonohio.gov/448/Purchasing-Procurement).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "GP 1319 Market Ave. S. Streetscape, Phase 3 PROJECT BID." Bids will be received on or before 2:00:00 PM, local time, 5/23/2022 and will be opened shortly thereafter.

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

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

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INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

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

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

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.

2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.

3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:

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

b. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

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

C. OWNER & ENGINEER

1. The Owner is:

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

The Owner's Representative is:

Eduardo Molina

2. The Design Engineer for the Project is:

NA
NA
NA, NA NA

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **GP 1319 Market Ave. S. Streetscape, Phase 3 Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.

2. The Mayor **yes** determined that a Project Labor Agreement ("PLA") will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters. Any such PLA shall be negotiated by the Mayor of the Owner with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor. The successful Bidder shall comply with and adhere to all of the provisions of any PLA for the Project.

3. A pre-bid conference will be held at **NA on NA** at **NA**.

E. WORK

1. This Project includes **Streetscape, ADA Ramps, Traffic Signal, Electrical, Lighting**, and the like as set forth in the Contract Documents.

2. Alternate No. 1 for this Project is **NA**.

3. Alternate No. 2 for this Project is **NA**.

4. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.

5. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.

6. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact **Eduardo Molina,** The City of Canton, at **eduardo.molina@cantonohio.gov** or **330-438-6928** if they have any interest in accessing the Project site, independent of any pre-bid meeting.

F. ESTIMATE OF COST

1. The total estimated construction cost for the Base Bid Work for the Project for which bids are being solicited at this time is **$1,385,030.44.**

   The estimated cost for Alternate 1 - **NA** is: .

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

G. CONTRACT DOCUMENTS

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

Bidders may view and download copies of the Contract Documents from The City of Canton Purchasing web site at https://cantonohio.gov/448/Purchasing-Procurement, which is the only authorized source of the Contract Documents. The City of Canton's sourcing tool, Vendor Registry, will maintain the Bidder's list and will provide notice and copies of Addenda as issued. It is the responsibility of any person or organization interested in a hard copy of the Contract Documents to pay all costs associated with printing.

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

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

H. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.

2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid, the lowest amount shall control, whether expressed in numbers or words.

3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid

amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.

4. Each Bidder shall submit **an original** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

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

Bids must be received at the designated location for the bid opening before 2:00:00 PM, local time, on 5/23/2022.

6. **The completed Bid Form shall be accompanied by the following completed documents:**

a. **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**

b. **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**

c. **Contractor's Qualification Statement (See Paragraph I.4, below.)**

d. **Contractor's List of Subcontracted Work Categories (See Paragraph I.5, below.)**

e. **A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price, and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal. (See Section W, below.)**

f. **The Project Labor Agreement (PLA) Letter of Assent (See Appendix A).**

g. **If this project is funded in whole or part by the Ohio Public Works Commission, then certification of agreement and compliance with certain statements and covenants regarding Bidder's subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts (See Section Y, below.)**

7. The Bidder shall take the following precautions in preparing its bid:

a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph H.6 above) have been included in a sealed opaque envelope addressed as described in Paragraph H.5 above.

b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.

c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents as described in Paragraph M.1 below.

d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:

1) The Bidder
2) The Surety or Sureties

e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.

f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. Bonds and Guarantees

a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA or EJCDC Bid Bond forms are not acceptable.**

b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**

c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the

Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.

e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.

f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.

g. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.

9. Permits

a. Owner has obtained, or will obtain the following permits for the Project, as applicable:

NA

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

I. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.

2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on the Bid Form. Failure to do so may result in disqualification of the bid.

3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, pursuant to the Codified Ordinances of Canton Chapters 105, 182, and 507, the Owner will award the Contract for the Work to the bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best include the factors set forth below, including the Additional Criteria. Depending upon the type of work, the Owner, in its discretion, may also consider other essential factors, as the Owner may determine and as are included in the Specifications. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate. The Owner, in its discretion, reserves the right to request additional

information and documentation relating to these criteria from Bidders after the bid opening.

a. Work to be subcontracted. The Bidder must identify all work to be subcontracted. See paragraph I.5 below. All subcontractors are subject to the approval of the Owner based on the criteria set forth in this Section I.

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

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

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

c. The Bidder's prior history regarding timeliness of performance, quality of work, the Bidder's history of filing claims and having claims filed against it, extension requests, fines and penalties imposed and payments thereof, and contract defaults, with explanations.

d. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Ohio Prevailing Wage laws, Davis Bacon, and Ohio ethics laws.

e. The Bidder's prior experience with similar work on comparable or more complex projects.

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

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

h. A public entities' determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the public entity, and the Bidder's explanation thereof.

i. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.

j. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

k. Any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Bidder, to the extent that any work to be performed on this Project is within the field of such licensed profession.

l. The Bidder's equipment and facilities.

m. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.

n. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.

o. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.

p. The Owner's prior experience with the Bidder's surety.

q. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.

r. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.

s. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.

4. Qualifications Statement. Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within three (3) business days of the date on the request.

5. List of Subcontracted Work Categories. Each Bidder will submit with its bid a completed list of Subcontracted Work Categories, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested information within three (3) business days of the date on the request.

6. Additional Criteria for Determining Lowest and Best Bid. Pursuant to the Codified Ordinances of the City of Canton, Chapter 105, the Owner, in its discretion, may consider any or all of the Additional Criteria below in determining which bid is lowest and best.

   a. Any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the Bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

   b. Any violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin, and/or violation of any employee's civil or labor rights or equal employment opportunities.

   c. Any litigation in which the Bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years. Bidders shall provide copies of pleadings.

   d. Allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.

   e. Violations of the workers compensation law.

   f. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.

   g. Any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules, and/or regulations.

   h. Documentation that the Bidder provides health insurance and pension benefits to its employees.

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

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

   k. Whether the Bidder's employees are OSHA-10 and/or OSHA-30 certified.

   l. The Bidder's commitment to comply with the Owner's Contract Compliance Program regarding equal employment opportunity. Each Bidder shall file contract employment reports with the Owner's contracting agency or as may be directed by the Owner or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs, and statistics of the Bidder and shall be in such form as the Owner may prescribe.

m. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.

7. The failure to submit information that Owner has the right to receive under these Instructions to Bidders on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.

8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

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

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

i. Project Owner

ii. Project Name

iii. Subcontract Scope

iv. Subcontract Value

v. Owner’s contact name and phone number.

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

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

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

10. Additional Post-Bid Submittals

a) Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.

11. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

12. Award of Contract. The award of the Contract will only be made pursuant to approval of the City's Board of Control.

J. EXECUTION OF CONTRACT

1. Within the time designated by the Owner after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus may be specified. Should this be the case, each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner of use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.

2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.

3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Owner a minimum of seven (7) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Contract Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Owner's decision on approval of a proposed product will be final.

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

   a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;

   b. Requests submitted without adequate documentation;

   c. Requests received after the specified cut-off date;

   d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.

4. When the Owner approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.

5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work or other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.

6. If an addendum is issued approving a substitution for a specified Standard, any Bidder proposed to use said substitution must indicate so with its Bid, using the form provided.

7. Following the award of the Contract, there shall be no substitution for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

8. The Owner reserves the right to value engineer any item within the specifications if it is deemed to be in the best interest of the Owner.

L. ALTERNATES

1. The Owner may request bids on alternates. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

2. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

M. UNIT PRICES

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

N. ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. **This is 5/16/2022, 2:00:00 PM.** The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents..

2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.

3. All Addenda will be issued, except as hereafter provided, via the current City bid tool at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.

4. Copies of each Addendum will be posted via the Owner's current bid tool and it is the responsibility of the bidder or any other interested party to check the bid tool for any updates or addenda. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should check the Owner's bid tool prior to the bid opening to verify the number of Addenda issued.

5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.

6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:

   a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

   b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner at purchasing@cantonohio.gov. Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only and will be made available by the City's web tool. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

P. STATE SALES AND USE TAXES

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

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

1. Dates for Substantial Completion. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner-Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only by Change Order. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

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

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

      90 calendar days

2. Liquidated Damages.

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

3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially

Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

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

S. MODIFICATION/WITHDRAWAL OF BIDS

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

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.

3. Withdrawal after Bid Deadline.

   a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:

      (1) the price bid was substantially lower than the other bids;

      (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;

      (3) the bid was submitted in good faith; and

      (4) the Bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.

   b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.

   c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to

prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

   a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

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

U. FINDINGS FOR RECOVERY

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

V. PREVAILING WAGES

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

W. DBE PARTICIPATION GOALS

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

   8%

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

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

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

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

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

5. Challenges to Owner's Discretion. If any Bidder directly challenges, or indirectly challenges through contribution of money or other resources to a third party, Owner's discretion in determining any Bidder's compliance with the DBE goal stated in these Instructions to Bidders, or good faith efforts pertaining to same, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such challenge, should there be an adjudication by a court of competent jurisdiction that the Owner did not abuse its discretion in making its determination.

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

X. OTHER LOCAL ORDINANCE REQUIREMENTS

1. Each Bidder, by the act of submitting its bid agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances of the City of Canton for wages, salaries, fees, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this Agreement. Bidder agrees with the Owner regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code. Municipal income tax withholding provisions of Section 718.011(B)(1) and 718.011(D) of the Ohio Revised Code shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property. Each Bidder agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

2. Each Bidder, by the act of submitting its bid agrees that all steel necessary in the construction of the Work performed under the Agreement shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply.

3. Each Bidder, by the act of submitting its bid agrees that all materials used in the construction covered by the Agreement shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

4. Chapter 105.12 – Local Bidder Preference.

a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars ($20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars ($50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 115-2018. Passed 5-14-18.)

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

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation, or gender identity. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation, or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation, or gender identity.

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

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

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

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

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

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

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

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

(3) Cancellation of the public contract and declaration of forfeiture of the performance bond.

(4) In cases is which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to

enforce these provisions, including enjoining within applicable laws of contractors, subcontractors, or other organizations, individuals, or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

2. A Project Labor Agreement (PLA) is not required for this project. Prevailing Wages are required for this Project (See Appendix B).

Y. OHIO PUBLIC WORKS COMMISSION FUNDING

1. **No** When this line is checked by the Owner, e.g. with an "X" or other mark, the Project is being funded in whole or part by the Ohio Public Works Commission ("OPWC"), and the requirements of the OPWC, attached to these Instructions to Bidders, apply.

2. The OPWC requirements include that the Bidder include with its bid certification of agreement and compliance with certain statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

END OF INSTRUCTIONS TO BIDDERS

The City of Canton

OWNER-CONTRACTOR AGREEMENT

[Where Owner Performs Construction Administration Duties]

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

Contract: ____
Ordinance: 7/2022
Alternates: ____

Contractor:
____
____
____, ____0
Telephone: ____
Fax: ____

Project:
GP 1319 Market Ave. S. Streetscape, Phase 3

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

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

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

A. Legal Notice;
B. Instructions to Bidders;
C. Bid Form;
D. Owner-Contractor Agreement;
E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
F. Supplementary Conditions (when applicable);
G. Drawings;
H. Specifications;
I. Project Labor Agreement (if applicable)
J. Addenda issued;
K. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
L. Statement of Claim Form; and
M. Modifications issued after the execution of the contract, including:
   i. A Change Order;
   ii. A Work Change Directive; or,
   iii. A written order for a minor change of the Work issued by the Owner or Engineer in accordance with the General Conditions.

N. **Yes** _ When this line is checked by the Owner, e.g. with an "X" or other mark, the State of Ohio Department of Transportation, Construction and Material Specifications, effective as of January 1, 2019, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.
O. Project Labor Agreement (if applicable)

1.1 Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement,

Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

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

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

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

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

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

2.1 The Engineer is:
Eduardo Molina
eduardo.molina@cantonohio.gov
330-438-6928

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

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

3.2 DATE OF SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Owner or Engineer. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **90 calendar days** of the Date of Commencement ("Date of Substantial Completion"). Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

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

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

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

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

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

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

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION OF OVERALL PROJECT

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

LIQUIDATED DAMAGES – FINAL COMPLETION

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

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

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

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is **$$0.00**, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: $**$0.00** (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	NA	$____
2	NA	$____

4.3 Allowances included in the Contract Sum:

Allowance Description	Amount
Allowance #1: NA	$____
Allowance #2: NA	$____

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

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

6. GENERAL.

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

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

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

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

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

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

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

6.7.1 NON-DISCRIMINATION. Contractor agrees:

.1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

.2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

.3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

.4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

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

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

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

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

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

6.11 CONTRACTOR ATTESTATIONS.

.1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.

.2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.

.3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.

.4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.

.5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.

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

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

Owner:
The City of Canton

By: _____

Name: _____

Title: _____

Date: _____

Contractor:
____

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE
(Section 5705.41, R.C.)

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

DATED: _____

_____
Fiscal Officer

The City of Canton

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ _____ ("Contractor") as principal and _____ _____ as surety are hereby held and firmly bound unto the **City of Canton** as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ _____, 20__, to undertake the construction of the **GP 1319 Market Ave. S. Streetscape, Phase 3 Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ Dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

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

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

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

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

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

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

_____
PRINCIPAL

By: _____

Printed Name & Title: _____

_____
SURETY

By: _____

Printed Name & Title: _____

_____

Surety's Address: _____

_____

Surety's Telephone Number: _____

Surety's Fax Number: _____

_____
SURETY'S AGENT

Surety's Agent's Address: _____

_____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

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

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

CONTRACT BOND
(O.R.C. § 153.57)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20__, enter into a contract with the Owner for construction of the **GP 1319 Market Ave. S. Streetscape, Phase 3 Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

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

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

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

_____ (PRINCIPAL)

By: _____

Printed Name & Title:_____

_____

_____ (SURETY)

By: _____

Printed Name & Title:_____

_____

Surety's Address: _____

_____

Surety's Telephone Number:_____

Surety's Fax Number:_____

_____
NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

_____

_____

Surety's Agent's Telephone Number:_____

Surety's Agent's Fax Number:_____

BID FORM

1.01 BID SUBMITTED BY:

_____
(Contractor)

Date bid submitted: _____

1.02 DELIVER TO:

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

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **GP 1319 Market Ave. S. Streetscape, Phase 3 Project** including having also received, read, and taken into account the following Addenda:

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

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

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

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

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

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

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

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

2.01 BID:

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

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

3.01 INSTRUCTIONS FOR SIGNING

A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.

B. The person signing for a partnership must be a partner or his authorized representative.

C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.

D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

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

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

2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Owner.

3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the

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

4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner with necessary information so that the Owner may investigate the Claim and mitigate its damages.

5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.

6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.

7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.

8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder has submitted the lowest and best bid and that the bid is responsive to the specifications.

10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: _____

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

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

Name Title

DATE SIGNED: _____ SIGNATURE: _____

ADDRESS: _____

_____

TELEPHONE: _____

FAX: _____

FEDERAL TAX I.D. # _____

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

_____ _____

_____ _____

Name

_____

Address

_____ _____

_____ _____

Name

_____

Address

_____ _____

_____ _____

Name

_____

Address

_____ _____

_____ _____

Name

_____

Address

_____ _____

_____ _____

Name

_____

Address

END OF SECTION

CONTRACTOR'S QUALIFICATION STATEMENT

GP 1319 Market Ave. S. Streetscape, Phase 3 Project

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

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

_____

_____

PRINCIPAL OFFICE: _____

_____

☐ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

☐ Other

NAME OF PROJECT: **GP 1319 Market Ave. S. Streetscape, Phase 3** Project

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor in the construction industry?

1.2 How many years has your organization been in business under its present business name?

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2. List jurisdictions in which your organization's partnership or trade name is filed.

2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.

3. EXPERIENCE

3.1. List the categories of work that your organization normally performs with its own forces.

3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1. Has your organization ever failed to complete any work?

3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?

3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.

3.3. Has your organization ever failed to comply with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.

3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

3.5. On a separate sheet, list construction projects your organization has <u>in progress</u> with an original Contract Sum of more than $10,000,000, giving the name of project, owner and its telephone

number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

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

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

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

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

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

3.7.1. State average annual amount of construction work your organization has performed during the last five years.

3.7.2. If any of the following members of your organization's management -- president, chairman of the board, or any director -- operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

3.7.3. If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

3.7.4. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

3.8. On a separate sheet, list the construction education, training, construction experience, and tenure with your organization for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

3.9. Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.

4. REFERENCES

4.1. Trade References:

4.2. Bank References:

4.3. Surety:

4.3.1. Name of bonding company:

4.3.2. Name and address of agent:

5. FINANCING

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

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

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

Net Fixed Assets;

Other Assets;

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

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

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

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

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

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

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

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

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

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

[left intentionally blank]

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

SIGNATURE:

Dated this _____ day of _____ 20____.

Name of Organization: _____

By: _____
[print name]

Signature: _____

Title: _____

State of _____

County of _____

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

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

_____
Notary Public

My Commission Expires:_____

SEAL

Modified General Conditions (EJCDC)
Please go to this link for the document or enter the following link into a web browser:

https://cantonohio.gov/DocumentCenter/View/594/Modified-Standard-General-Conditions-of-the-Construction-Contract---Where-Owner-Performs-Administrative-Duties-PDF

City of Canton Codified Ordinances

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

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

2. **Chapter 105.03 – U.S. Steel Usage Required; Exception.**
   All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.
   (Ord. 224-77. Passed 6-27-77.)

3. **Chapter 105.05 – Materials to be Purchased Locally.**
   In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:
   It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
   (Res. 49-77. Passed 2-7-77.)

4. **Chapter 105.06 – Minority Contract Provision.**
   a. All contracts with the City shall include the following clause:
   The bidder agrees to expend at least $_____of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.
   (Ord.185-2011. Passed 10-31-11.)

5. **Chapter 105.12 – Local Bidder Preference.**
   a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars ($20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

   b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office,

sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice: Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars ($50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 115-2018. Passed 5-14-18.)

6. Chapter 105.15 – City Income Tax

a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.

b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.

c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.

d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.

e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

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

of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.
(Ord. 238-2015. Passed 11-30-15.)

7. Chapter 182.30 – Contract Provisions

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

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

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

(Ord. 238-2015. Passed 11-30-15.)

8. Chapter 507.03 – Equal Employment Opportunity Clause.

b. During the performance of this contract, the contractor agrees as follows:
   1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
   2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

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

   3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or

understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

STATEMENT OF CLAIM FORM
Claim No. ___ for Contractor

1. Name of Contractor: _____

2. Date written claim given:_____.

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

   Name:_____ Title: _____
   Telephone No. _____ (office) FAX No. _____

   E-mail: _____

4. General description of claim:

_____
_____
_____

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

_____
_____
_____

6. Delay claims:

   6.1 Date delay commenced: _____
   6.2 Duration of the delay: _____
   6.3 Apparent cause of the delay and part of critical path affected:

_____
_____
_____

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

_____
_____
_____

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

_____
_____
_____

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

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

CONTRACTOR: _____

By: _____

Name and Title:_____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

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

_____

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

_____
Notary Public

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

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Engineer that the Contractor will be making a Claim and most often is incomplete.

2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.

3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.

4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.

5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

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

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.

7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.

8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

The City of Canton

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

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

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

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20___,

_____
(Name of Contractor)

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

County	Amount (includes total amount due, plus penalties and interest thereon)
Stark	$_____

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

_____

_____
(Affiant)

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

_____
(Notary Public)

My commission expires

_____, 20__

The City of Canton

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

Project: **GP 1319 Market Ave. S. Streetscape, Phase 3**

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

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

_____
Company Name

_____
Authorized Signature (Company Officer)

_____
Title

_____
Date

State of: _____ County of _____

Subscribed and sworn to before me this _____

day of _____

Notary Public: _____

My Commission Expires: _____

CITY OF CANTON
GP 1319 Market Ave. S. Streetscape, Phase 3 Project

PRE-BID SUBSTITUTION FORM

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

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

Specification Section	Brand or Name Specified	Proposed Substitution

ODOT MANUAL SUPPLEMENT

This Supplement shall apply where and to the extent that the State of Ohio Department of Transportation Construction and Material Specifications, in the current version as of January 1, 2019, is expressly incorporated into the Contract Documents via the Owner-Contractor Agreement, or when designated as a Contract Document in the list of Contract Documents in the Owner-Contractor Agreement, or is referenced anywhere else in the Contract Documents as one of the Contract Documents.

1. Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.

2. The Contractor's obligations under this ODOT Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.

3. Delays. Regardless of the terms in this ODOT Supplement, including Item 109.05, all time adjustments shall be subject to a) filing a Change Proposal and / or Claim in accordance with Articles 11 and 12 of the Modified Standard General Conditions of the Contract for Construction (EJCDC C-700, 2013 edition) ("Modified Standard General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with the Modified Standard General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in the Modified Standard General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item 109.05.D substantiating its entitlement to additional compensation.

4. Division 100, General Provisions. The following Division 100 General Provisions of the State of Ohio Department of Transportation, Construction Specifications Manual in the current version as of January 31, 2019, are incorporated in this ODOT Supplement, subject to any changes or limitations herein.

a. Item 101.01, General.

b. Item 101.02, Abbreviations, provided that references to DCA, DDD, DET, DGE shall mean the Owner.

c. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:

i. Claims is deleted

ii. Contract Bond is deleted.

iii. Contract Documents is deleted.

iv. Contract Price is deleted.

v. Contract Time is deleted.

vi. Contractor is deleted.

vii. Department shall mean the Owner.

viii. Director shall mean the Owner's representative.

ix. Disputes is deleted.

x. Engineer is deleted.

xi. Extra Work Contract is deleted.

xii. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.

xiii. Final Inspector shall mean the Owner.

xiv. Laboratory is deleted.

xv. Prebid Question is deleted.

xvi. Proposal Guaranty is deleted.

xvii. Questionnaire is deleted.

xviii. Shop Drawings is deleted.

xix. Signatures on Contract Documents is deleted.

xx. State or state shall mean the Owner.

xxi. Subcontractor is deleted.

xxii. Work is deleted.

d. Item 101.04, Interpretations.

e. Item 103.03, Cancellation of Award.

f. Item 104.02.D.2, Significant Changes in the Character of the Work (including Tables 104.02-1 and 104.02-2 following this Item), provided that all references to Item 108 and 109.12 are deleted and that all time adjustments shall be subject to filing a Change Proposal and / or Claim in accordance with the Modified Standard General Conditions and substantiating the entitlement to an extension of time as provided in the Modified Standard General Conditions (EJCDC Document C-700, 2013 edition) ("Modified Standard General Conditions").

g. Item 104.03, Rights in and Use of Materials Found on the Work.

h. Item 104.04, Cleaning Up.

i. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.

j. Item 105.06, Superintendent.

k. Item 105.10, Inspection of Work.

l. Item 105.11, Removal of Defective and Unauthorized Work.

m. Item 105.12, Load Restrictions.

n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.

o. Item 105.14, Maintenance During Construction, except substitute "Final Completion" for "Final Inspector accepts the work under 109.12" and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.

p. Item 105.15, Failure to Maintain Roadway or Structure.

q. Item 105.16, Borrow and Waste Areas.

r. Item 105.17, Construction and Demolition Debris.

s. Item 106.01, Source of Supply and Quality Requirements.

t. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.

u. Item 106.03, Small Quantities and Materials for Temporary Application.

v. Item 106.04, Plant Sampling and Testing Plan.

w. Item 106.05, Storage of Materials.

x. Item 106.06, Handling Materials.

y. Item 106.07, Unacceptable Materials, except substitute the word "unacceptance" in the third sentence with the word "unacceptable."

z. Item 106.08, Department-Furnished Material.

aa. Item 106.09, Steel and Iron Products Made in the United States.

bb. Item 107.01, Laws to be Observed.

cc. Item 107.02, Permits, Licenses, and Taxes.

dd. Item 107.03, Patented Devices, Materials, and Processes.

ee. Item 107.05, Federal-Aid Provisions.

ff. Item 107.06, Sanitary Provisions.

gg. Item 107.07, Public Convenience and Safety.

hh. Item 107.08, Bridges Over Navigable Waters.

ii. Item 107.09, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.

jj. Item 107.10, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete, and all references to Items 109.11 and 109.12 are deleted.

kk. Item 107.11, Contractor's Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.

ll. Item 107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner's representative and, if there is no Owner's representative, to the Engineer. Reference to the "State of Ohio, Department of Transportation" shall mean the Owner.

mm. Item 107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, "When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier".

nn. Item 107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.

oo. Item 107.15, Contractor's Responsibility for Work, provided that reference to "Final Inspection according to 109.12.A" shall mean "Final Completion." and all references to Item 108 are deleted.

pp. Item 107.17, Furnishing Right-of-Way.

qq. Item 107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.

rr. Item 107.20, Civil Rights.

ss. Item 107.21, Prompt Payment.

tt. Item 108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner with information or reports on DBE participation unless the Contract Documents otherwise require such reports or information. Additionally, unless otherwise provided in the Contract Documents, the 50% self-contracting requirement in the first sentence is waived.

uu. Item 108.04, Limitation of Operations.

vv. Item 108.05, Character of Workers, Methods, and Equipment.

ww. Item 108.10, Payroll Records.

xx. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.

yy. Item 109.02, Measurement Units.

zz. Item 109.03, Scope of Payment.

aaa. (Reserved.)

bbb. Item 109.05, Extra Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall require the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department

shall mean the Ohio Department of Transportation, e) the compensation provided in 109.05.B through 109.05.D constitutes payment in full for all the items referred to in Items 109.05.C.1-10, except for any additional compensation for delays, f) the mark-ups provided in Items 109.05.D.2.b and 109.05.D.2.d are deleted, and g) Item 109.05.D.2.f regarding home office overhead is deleted. The Contractor's entitlement to home office overhead, if any, shall be subject to current Ohio law.

ccc. 109.06, Directed Acceleration.

ddd. (Reserved.)

eee. 109.08, Unrecoverable Costs.

5. Divisions 200 through 700. Divisions 200 through 700 of the State of Ohio Department of Transportation, Construction Specifications Manual in the current version as of January 31, 2019 are incorporated in this ODOT Supplement.

a. All references to Division 100 Items in Divisions 200 through 700 shall be to the Division 100 Items as modified in this Supplement.

b. Where Division 100 Items are referred to in Divisions 200 through 700 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.

c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.

d. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified Standard General Conditions.

e. In Item 624.04, the reference to item 109.09 shall be governed by the payment provisions in the Modified Standard General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified Standard General Conditions. In this regard, the basis for payment of mobilization costs will be as provided in Item 624.04.

f. General to Divisions 200 through 700. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

END OF ODOT SUPPLEMENT

Appendix A

PROJECT LABOR AGREEMENT
FOR

2022 CITY-WIDE STREET SCAPE PROJECTS

ENTERED INTO BETWEEN

CITY OF CANTON
AND

EAST CENTRAL OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL AFL-CIO
AND

SIGNATORY LOCAL UNIONS

Effective _____

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ARTICLE I

INTENT AND DURATION

Section 1. Intent And Duration. This Project Labor Agreement (the "Agreement" or "PLA") is entered into between the City of Canton (the "Owner"); the East Central Ohio Building and Construction Trades Council, AFL-CIO ("ECOB & CTC" or "Council"); and the Signatory Unions (the "Unions"), and applies exclusively to the construction work within the scope of this Agreement to be performed on the 2022 City-Wide Street Scape Projects (hereinafter "the Project"). The purpose of this Agreement is to promote efficiency and cost-savings in the construction and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction, reconstruction, repair, and renovation work covered by this Agreement on the Project shall be contracted exclusively to Contractors, of whatever tier, who agree to execute and be bound by the terms of this Agreement. Prior to performing any work on the Project, all Contractors of whatever tier shall execute the Letter of Assent (attached as Appendix 1) *and* participate in a Pre-Job Conference as required by Article VIII, Section 4 of this Agreement. The Owner (or its permitted designee) shall monitor compliance with this Agreement by all contractors and subcontractors. For purposes of the Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in any on-site construction, reconstruction, repair, and renovation work required to complete the Project, unless such work is specifically excluded by Article IV, Section 2 of this Agreement. The Owner, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union, which

conflicts with any provisions in this Agreement, will be binding on any other party unless endorsed in writing by the Owner.

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

ARTICLE II

PURPOSE

Section 1. Purpose. The parties to this Agreement understand and acknowledge that this Project is important to the economic stability and development of the City of Canton and the safety and welfare of its residents. The parties further agree that a project of this nature and character requires prompt and safe completion as discussed in Section 2 of this Article.

Throughout calendar year 2022, the City will renovate and install various improvements and upgrades throughout several sections of the City. The components of this Project are crucial elements of the City's Comprehensive Beautification Program. The Project includes improvements and upgrades that will enhance the appearance of several City sectors and the general appearance of the City. The Project will involve the installation of concrete curbs, sidewalks, brick sidewalk inlays, decorative lighting, foundations, conduit and electrical services, ADA ramps, asphalt restoration, landscaping, installation of reinforcing steel and general carpentry form work at various locations throughout the City. The work will be performed in phases as time, weather and funding allow.

The Project has an estimated cost of $1.8 million and is planned to be let out for bid on or around April 15, 2022.

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that timely completion of the Project will require the use of substantial numbers

of employees from construction and supporting crafts possessing skills and qualifications that are essential to the Project. The Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and with no delays. In recognition of those special needs of the Project, the Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in any strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of the City of Canton. Contractors agree not to engage in any lockouts.

ARTICLE III

BENEFITS OF THE AGREEMENT

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

(a) reducing and/or eliminating the tension and potential disagreements that might otherwise exist between Union and non-union workers on the Project;

(b) avoiding the costly delays of strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;

(c) standardizing terms and conditions governing the employment of labor on the Project;

(d) permitting flexibility in work scheduling and shift hours and times;

(e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;

(f) providing comprehensive and standardized mechanisms for the settlement

of work disputes;

(g) ensuring a reliable source of skilled and experienced labor; and

(h) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry. Mindful of the economic condition and unemployment rate in Stark County, the Owner anticipates and expects that all construction workers and employees on this Project will be residents of Stark County. In view of the very technical and specialized work that is inherent in the construction industry, all parties acknowledge that this expectation by the Owner is a goal, not a mandate. To this end, all Contractors working under this Agreement pledge that they will make a good-faith effort to reach this goal expressed by the Owner.

ARTICLE IV

SCOPE OF AGREEMENT

Section 1. The Work. This Agreement is specifically defined and limited to onsite construction, reconstruction, repair, and renovation work required to complete the Project.

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

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Owner.

(c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas and except

as provided in Article IV, Section 9), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).

(d) All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.

(e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.

(f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.

(h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.

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

(j) This Agreement does not apply to work covered under a collective bargaining agreement between a contractor and a local union in the outside line branch of the International Brotherhood of Electrical Workers, including, but not limited to, construction of electrical transmission and distribution lines (including above-ground and below-ground lines), catenary and trolley facilities, switch yards, and substations.

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

Section 3. Contract Award and Consent to Agreement.

(a) The Owner, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any agreements between such Contractor and any Union party, *provided that* any and all Contractors are willing, ready and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

(b) All Contractors, as a condition to awarding any contract or subcontract for any work covered by this Agreement, shall obtain and deliver to the Council a Letter of Assent (in the form provided by Appendix 1) executed by the awarded Contractor.

(c) Where any Contractor violates the above Section 3(b), such Contractor and subcontractor shall be jointly and severally liable for damages incurred by any affected Union(s) from such failure of the Contractor to properly bind a subcontractor to the Agreement by Letter of Assent, determined pursuant to the Grievance Procedure set forth in Article VII of this Agreement.

(d) Notwithstanding the foregoing Section 3(c), compliance with this Agreement is an absolute condition, as determined by the Owner, to performing any work on the Project unless such work is specifically excluded by Article IV, Section 2. Any Contractor performing work on the Project shall be deemed to have accepted this Agreement by such performance and agreed to be bound by all of its terms, without exception.

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

Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

Section 5. Craft Jurisdiction. This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement, the Agreement will utilize the local area collective bargaining agreements of signatory locals, not state-wide agreements or other special project agreements, as a reference to define the signatory local unions' craft jurisdiction.

Section 6. Subcontracting. The Owner agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement by the procedure set forth in Article IV, Section 3. Contractors who are signatory to local are collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this Project shall be subject to all of the dispute resolution provisions of this Agreement.

Section 7. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Construction Supervisor and/or any Contractor, and neither the Owner nor Construction Supervisor shall assume any liabilities of the Contractors.

Section 8. Abatement of Agreement. As areas of covered work on the Project are accepted by the Owner, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

Section 9. Miscellaneous. Notwithstanding any other provision of this Agreement, this Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the contractor(s), of whatever tier, who have contracts awarded for such work on the project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in this Article II. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on site shall be performed by the appropriate craft signatory to this Agreement and approved by the owner.

ARTICLE V

LABOR/MANAGEMENT COOPERATION

JOINT ADMINISTRATIVE COMMITTEE

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

Section 2. The Committee shall meet at least quarterly, or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

ARTICLE VI

UNION RECOGNITION AND EMPLOYMENT

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

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

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

Section 4. Lack of Job Referral System. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union a forty-eight (48) hour opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

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

dispatch to the Project.

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

ARTICLE VII

GRIEVANCE ARBITRATION PROCEDURE

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

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

Section 3. Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor

shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the Local Union may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description hereof, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

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

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

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they

shall request the Federal Mediation and Conciliation Services (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of FMCS shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally be the Contractor and the involved Local Union(s).

Section 4. Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the Contractor to adhere to the time limits established herein shall result in the grievance being sustained. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 5. The Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VIII

JURISDICTIONAL DISPUTES

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

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

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

Section 4. Each Contractor will conduct a Pre-Job Conference with the Council prior to commencing work which shall require completion of a Pre-Job Conference Verification Form (attached as Appendix 2). This Pre-Job Conference requirement may be waived only by the Council, in writing, upon request of a Contractor. The Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

MANAGEMENT'S RIGHTS

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

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

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

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

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

ARTICLE X

WORK STOPPAGES

Section 1. No Strikes or Work Disruptions. There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Local Union is unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

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

ARTICLE XI

WAGES AND BENEFITS

Section 1. Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid 100% of the wages and 100% of the fringe benefits as established in the respective Union's Local Area Collective Bargaining Agreement and any subsequent modifications thereto. The Contractor, upon request,

shall provide the Unions and Owner with substantiation that wages and benefits are being paid on the Project. The Unions shall provide the Owner, and any Contractor or subcontractor that is party to this Agreement, with wage, fringe benefit and dues reporting forms.

Section 2. Payment of Benefits/Contributions. Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor.

Section 3. Non-Affiliated Labor Organizations. The Contractor shall deduct from each employee's wages all uniform dues and working assessments the employee has voluntarily authorized in writing as set forth in the Employee's Local Collective Bargaining Agreement. If a labor organization is not affiliated with the Council, and supplies its members or referrals for work on the Project, such labor organization shall pay to the Council the dues and assessments it would owe the Council if affiliated, for all periods during which the labor organization has members or referrals working on the Project. Any disputes under this paragraph shall be resolved exclusively between the labor organization and the Council by using the grievance procedure appearing in Article VII, as provided herein. All grievances shall be reduced to writing within thirty (30) days of the date on which the aggrieved party discovered the dispute. The grievance shall be initiated at Article VII, Section 3, Step 3.

ARTICLE XII

LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some

crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the Project. All parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout by a Contractor on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement. Should any Local Union fail or refuse to provide and/or refer qualified employees for work on the Project during an economic strike, any affected Contractor shall be permitted to utilize the procedures appearing in Article VI, Section 5 of this Agreement.

Section 2. Wage/Benefit Increases. Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project, those wage and/or benefit increases shall be paid by the affected Contractor, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

ARTICLE XIII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) eight hours days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day

or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For purposes of Section 3, the third shift shall be considered as part of the prior day's work.

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

Section 3. Overtime. Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or, for 8 hour shifts, in excess of eight (8) hours per day; or for 10 (ten) hour shifts for work in excess of 10 hours per day; such work and work performed on Saturdays shall be paid at one and one-half times the straight time rate of pay. However, in scheduled four (4) day/ten hour shift work weeks, Friday may be scheduled as a "makeup" day at straight time to make up for a day lost (Monday through Thursday) due to inclement weather. In addition, if a "make-up" day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours work or pay. In any week in which employees on the Project are scheduled on four/ten hour shifts, an employee whose first day of work on the Project begins on Wednesday or later day of the schedule shall be paid, during the first week of his employment only, time-and-one-half for all hours worked in excess of eight in a day or each day he works during said week. Work on Sundays and holidays shall be at double time. There shall be no restriction on any contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.

(a) Shift work may be performed at the option of the Contractor(s) upon three

(3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours pay. A premium of $.25 per hour shall be paid for work on the second shift and $.50 per hour for work on the third shift.

(b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift) between Monday through Thursday.

Section 5. Minimum Pay. An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this agreement when the employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the employer requests employees to remain available for work, the employees will be compensation for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this section are not applicable where the employee voluntarily quits or lays off.

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

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

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

Section 9. Helmets to Hardhats.

(a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

ARTICLE XIV

APPRENTICES

Section 1. Need For. The parties recognize the need to maintain continuing

support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will, accordingly, employ apprentices in their respective crafts to perform work on the Project in accordance with Section 2 below.

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

ARTICLE XV

DRUG AND ALCOHOL POLICY

Section 1. Drug and Alcohol Policy. All parties understand and agree that a drug and alcohol policy, approved by the Council, will be in force for all work performed under the Agreement. The drug and alcohol policy will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The drug and alcohol policy, attached hereto as Appendix 3, is incorporated into and made part of this Agreement and is implemented for all Contractors and employees working on the Project.

ARTICLE XVI

NON-DISCRIMINATION

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

ARTICLE XVII

SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project. This Agreement settles all demands and issues on the matters subject to collective bargaining and shall not be

modified or supplemented in any way except by written agreement executed by the Owner and all parties.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

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

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

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

OWNER
CITY OF CANTON

Director of Public Service

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

JERRY DURKEY

APPROVED AS TO FORM

CITY OF CANTON
DIRECTOR OF LAW

BOILERMAKERS LOCAL NO. 744

By:

Name: MARTIN D. MAHON

Title: BUSINESS MANAGER

Date: 3·16·2022

BRICKLAYERS LOCAL 6

By:

Name: Justin M. Gastrell

Title: Field Representative

Date: 3-17-22

ELECTRICIANS LOCAL NO. 540

By:

Name: AARON M BROWN

Title: BUSINESS MANAGER

Date: 3/16/2022

ELEVATOR CONSTRUCTORS
LOCAL NO. 45

By:_____

Name:_____

Title:_____

Date: _____

GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92

By: Warren Brustoski

Name: Warren Brustoski

Title: B.A.

Date: 3-16-22

GLAZIERS LOCAL NO. 1162

By:_____

Name:_____

Title:_____

Date: _____

HEAT & FROST INSULATORS AND ALLIED WORKERS LOCAL NO. 84

By: _____

Name: DAMON WROBEL

Title: BUSINESS MANAGER

Date: 03/16/22

INDIANA/KENTUCKY/OHIO REGIONAL COUNCIL OF CARPENTERS

By: _____

Name: _____

Title: _____

Date: _____

IRONWORKERS LOCAL NO. 550

By: _____

Name: William Theiss II

Title: BM

Date: 3-11-22

LABORERS LOCAL NO. 1015

By: Jake Croston Jr

Name: Jake Croston Jr

Title: Business Manager

Date: 3/16/22

MILLWRIGHT PILEDRIVER LOCAL NO. 1090

By: _____

Name: _____

Title: _____

Date: _____

OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL NO. 109

By: William C Taggart

Name: William C Taggart

Title: BM / Fin. Sec

Date: 03/10/2022

PAINTERS LOCAL NO. 841

By: _____

Name: _____

Title: _____

Date: _____

PLUMBERS, PIPEFITTERS AND REFRIGERATION LOCAL NO. 94

By: _____

Name: Brett McElfresh

Title: B.M.

Date: 3.16.2022

ROOFERS LOCAL UNION NO. 88

By: _____

Name: BARBARA A. DIXON

Title: BUSINESS MANAGER

Date: 3-11-22

SHEET METAL WORKERS LOCAL NO. 33

By: _____

Name: JERRY DUBUEQ

Title: BUSINESS AGENT

Date: 3.16.22

SPRINKLER FITTERS LOCAL NO. 669

By:_____

Name:_____

Title:_____

Date: _____

APPENDIX 1

LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT FOR THE 2022 CITY-WIDE STREET SCAPE PROJECTS

Pursuant to Article I, Section 1 and Article IV, Section 3 of the Project Labor Agreement (the "Agreement") for the above-referenced Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

By executing this Letter of Assent, the undersigned also reaffirms, acknowledges, and agrees that it must participate in a Pre-Job Conference with the East Central Ohio Building & Construction Trades Council prior to performing any work on the Project. A Pre-Job Conference shall be valid only where the undersigned Contractor completes the Pre-Job Conference Verification Form provided in Appendix 2.

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

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPENDIX 2

Pre-Job Conference Verification Form

Date of Conference _____

Location of Conference _____

Project Name _____

Contractor Name _____

Address of Contractor _____

_____

Point of Contact _____

Phone _____

Email _____

Scope of Work _____

_____

_____

Contractor has provided Council with a list of all proposed trade assignments by craft including scope of work for each assignment.

Y___ N___

Contractor has provided Council with a list of all subcontractors that will perform work on the Project.

Y___ N___

Contractor affirms that it is responsible for subcontracting any work on the Project in strict compliance with Article IV, Section 3 of the Project Labor Agreement.

Y___ N___

The Council has in its possession a Letter of Assent signed by Contractor.

Y___ N___

ACKNOWLEDGED:

BY COUNCIL: (signature)_____(title)_____

BY CONTRACTOR: (signature)_____(title)_____

APPENDIX 3

EMPLOYEE DRUG AND ALCOHOL TESTING POLICY

SPECIFICATIONS

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

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

The policy for this Project requires that any construction employee entering the project site will comply with the substance abuse testing requirements as outlined in this section. The Owner reserves the right to amend this specification upon written notice to the Contractor and the Unions on the Project. The parties to this agreement shall recognize the Drug Free Work Site Program as implemented through participating Unions and/or Contractors as administered by the contractor, or for contractors who are not signatory to agreements with signatory unions belonging to ECOB & CTC, and their core employees, an equivalent program that meets the specifications, contractual requirements, and testing requirements as set forth in Appendix 3.

CONTRACTUAL REQUIREMENTS

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

this specification. A copy of each contractor's substance abuse program must be submitted to the Owner for approval prior to commencement of any work on the Project site.

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

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

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

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

TESTING REQUIREMENTS

The Project requires:

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

paraphernalia as creating reasonable suspicion.

All Prime Contractors must perform post-offer/pre-engagement, and post accident/incident testing upon reasonable suspicion, as follows:

a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA) certified laboratory with test results interpreted by a licensed medical review officer (MRO).

b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.

c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by this specification. Acceptable negative test result format.

- A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
- An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

COMPLIANCE PROCEDURE

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

The Contractor's pre-engagement employees who receive a positive test result

shall immediately leave the Project Site. Transportation of employees receiving the positive test result is the direct responsibility of the employing Prime Contractor, including employees of its subcontractors. Furthermore, pre-engagement employees receiving a positive test shall not be permitted to return to the Project Site earlier than 90 days from the date of the positive test. At this time the employee may begin the process outlined by this specification again.

DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS- GRIEVANCE PROCEDURES

1. DEFINITIONS:

(a) Company Premises - the term "Company Premises" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Contractor on the Project. Construction job sites for which the Contractor has responsibility are included.

(b) Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.

(c) Employee - Individuals, who perform work for the Contractor, including, but not limited to management, supervision, engineering, craft workers and clerical personnel.

(d) Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.

(e) Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.

(f) Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

2. CONFIDENTIALITY

(a) All parties to this policy and program have only the interests of employees

in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Contractor will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.

(b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."

(c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.

(d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

(e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

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

(a) Use, possess, dispense or receive prohibited substances on or at the Project job site; or

(b) Report to work at or on the Project with any measurable amount of prohibited substances in their system.

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

(a) Applicants testing positive for drug use will not be hired.

(b) Employees who have not voluntarily come forward, and who test positive for

a drug use, will be terminated.

(c) Employees who refuse to cooperate with testing procedures will be terminated.

(d) Employees found in possession of drugs or drug paraphernalia will be terminated.

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

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

Appendix B

Prevailing Wage Requirements and Rates

Overview

This project will utilize Ohio 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 your company is working **four months or less** on site, payrolls must be sent **at least monthly** if working **more than four months** on site. Certified payroll forms used by contractors **must include all the information that is on payroll form included** with this package, if the payroll form you use does not have sections for all the information, it must be included as an attachment to the certified payroll. (During the project you may send copies of the certified payroll but **by the end of the project you must provide the original signed documents to the Prevailing Wage Coordinator** before you will receive your final payment). Fringe benefit break down needs to be attached to **each** payroll. For any **work classifications** requiring a group number (1-5) such as laborer or operating engineer if the group number or identifying equipment employee is operating is not entered a revised payroll will be required.

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, apprentices on site cannot exceed ratios in the wage decision rate schedule, 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 Prevailing Wage Rates as of the posting date of this bid. Actual rates due to workers will be those in affect at the time of work. Please note that the wages of the County where the work is be completed will be in effect. Due to the location of the water treatment plants, this could be either Stark or Tuscarawas counties. Both are attached. All applicable prevailing wage rates must be posted on the job site for the duration of the project.

WEEKLY PAYROLLS

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

A) Name of each employee.

B) Employees' social security numbers

C) Special classification of employees (same as shown on wage determination or provisional approval.)

D) Rate of pay not less than that shown on the wage determination.

E) Allowable fringe benefits paid to the employee.

F) Hours worked each day and total hours worked for each week for each employee.

G) Gross amount paid to each employee.

H) Itemized deductions for each employee.

I) Net amount paid to each employee.

J) The following certification:

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

_____ _____

(SIGNATURE) (TITLE)

PREVAILING WAGE COORDINATOR

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

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

CONTRACTORS SUBMISSIONS TO THE WAGE COORDINATOR:

1) Contractors are required to supply to the Wage Coordinator, **a schedule of the dates during the life of the contract with City of Canton on which they are required to pay wages to the employees**. See Section 4115.03 (A) (2)

2) Contractors shall also deliver to the Wage Coordinator **a certified copy of the payroll within two weeks after the initial pay date and supplemental reports for each month thereafter, which shall exhibit for each employee, their name, current address, social security number, job classification, number of hours worked for project, rate of pay, project gross pay, fringe payments, total hours all jobs, total gross all jobs, and deductions from their wages.** See Section 4115.03 (A) (3)

3) If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or subcontractor, such supplemental reports shall be filed each week after the initial report. See Section 4115.03 (A) (6) (C)

4) The certification of each payroll shall be executed by the contractor, subcontractor, or duly appointed agent thereof and **include a State of Compliance** stating that the payroll is correct and complete and that during the payroll period, all persons employed on said project have been paid the full weekly wages earned, that no rebates have or will be made either directly or indirectly to, or on behalf of said contractor or subcontractor for the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions. See Section 4115.03 (A) (6) (C)

5) Contractors will also provide **each month a copy of any Labor Union Fringe Benefit Fund reports that they submitted to the unions**. See Section 4115.03

PREVAILING WAGE COORDINATOR MONITORING PROCEDURES

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

1 Attend Pre-Construction Meetings to advise contractor of Prevailing Wage responsibilities

2 Wage Coordinator has the authority to spot check employees pay checks in the field on the scheduled pay days for full compliance, with regard to the prevailing wage rates, including benefits.

3 Wage Coordinator shall visit the project site to get names of employees performing work on the project site, to cross check with payroll reports submitted.

4 Wage Coordinator shall verify the subcontractors performing work on the project site with regard to whether they have been approved by the contracting authority.

5 Wage Coordinator shall check to see that the prevailing wages are posted on the project site in a place accessible to employees.

6 Ascertain that the statement of compliance accompanying the certified payroll is the correct one for the project

7 Wage Coordinator has the right to request any addition information they feel is required for proper wage verification.

8 Contact Contractors of delinquent payrolls

9 Notify contractors when necessary to request payroll corrections

10 Investigate wage complaints ,by self or with Ohio Department of Commerce Division of Labor & Worker Safety

PAYROLL DATES
PREVAILING WAGE LAW

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

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

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

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

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

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

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

Pay Day:_____

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

_____ _____
(Contractor's Signature and Title) (Company Name)

_____
(Date)

LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

_____

FEDERAL I.D.# _____

RE: _____

(Project Name) (Project Number)

_____

(Address)

_____ hereby authorizes

(Company Officer/Owner-Title)

_____ as the person to

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

BY:_____

(Print Name)

_____

(Signature)

_____

(Title)

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

_____

Notary Public

FRINGE BENEFITS

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

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

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

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

HEALTH & WELFARE PLAN: _____

ADDRESS: _____

_____

PENSION PLAN: _____

ADDRESS: _____

_____

APPRENTICESHIP PROGRAM: _____

YOUR COMPANY IS: _____ UNION _____ NON-UNION

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

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

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

PROJECT NAME: _____

PREVAILING WAGE NOTIFICATION to EMPLOYEE

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

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

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

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

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

Hourly fringe benefits paid on your behalf by this company:

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

ontractor's Signature:	Date:
Employee's Signature:	Date:

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

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

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

Certified Payroll Heading:

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

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".

3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

4. Project Total Hours : Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
   1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
   2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
   3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans.** If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans.** List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, ***calculate the hourly fringe credit by dividing the yearly employer contribution by*** the lesser of: hours actually worked in the year (these must be documented) or ***2080.*** Fringe benefits include: **Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self explanatory.

11. Self explanatory.

(a) The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.
   (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
   (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
   (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
   (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
6. Gross amount earned on all projects during the pay period.
7. Total deductions from employee's wages.
8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

CERTIFIED PAYROLL REPORT

Employer Name & Address	Name of General / Prime Contractor	Project Name & Location	Contracting Public Authority
Check if subcontractor ☐	Week Ending	Payroll # Page_____Of_____	Project Number

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

Name and Title _____ Signature _____

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

PREVAILING WAGES

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

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

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

_____
(Project name and location of the project)

during the following period from _____ to _____

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

I further certify that no rebates of deductions for any wages due any person have been directly or indirectly made other that those provided by law.

_____
(Signature of officer or agent)

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

20_____.

_____
(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

Appendix B Prevailing Wage Determination Cover Letter

County: STARK
Determination Date: 05/02/2022
Expiration Date: 08/02/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

Wage law.)
wh1500

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	$25.50	$7.25	$6.45	$0.65	$0.00	$0.00	$0.07	$0.00	$0.00	$39.92	$52.67
Trainee	$16.50	$7.25	$1.50	$0.65	$0.00	$0.00	$0.07	$0.00	$0.00	$25.97	$34.22

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*, ATHENS, AUGLAIZE, BROWN, BUTLER*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Butler County:(townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships

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

Details :

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 84 Heat & Frost Insulators

Change # : LCN01-2018fbLoc84

Craft : Asbestos Worker Effective Date : 06/06/2018 Last Posted : 06/06/2018

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	$31.47		$9.49	$8.36	$0.36	$0.00	$3.39	$0.24	$0.00	$0.00	$53.31	$69.04
Apprentice	**Percent**											
1st Year	50.00	$15.74	$9.49	$8.36	$0.36	$0.00	$3.39	$0.24	$0.00	$0.00	$37.58	$45.44
2nd Year	60.00	$18.88	$9.49	$8.36	$0.36	$0.00	$3.39	$0.24	$0.00	$0.00	$40.72	$50.16
3rd Year	70.00	$22.03	$9.49	$8.36	$0.36	$0.00	$3.39	$0.24	$0.00	$0.00	$43.87	$54.88
4th Year	80.00	$25.18	$9.49	$8.36	$0.36	$0.00	$3.39	$0.24	$0.00	$0.00	$47.02	$59.60

Special Calculation Note : Other is Industry and Labor Management Fund

Ratio :

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, ASHTABULA*, CARROLL, COLUMBIANA, COSHOCTON, ERIE*, HARRISON, HOLMES, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Ashtabula County: except for the townships of Ashtabula, Austinburg, Geneva, Harpersfield, Jefferson, Plymouth and Saybrook.Erie except Sandusky city limits.

Details :

The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers.
On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Boilermaker Local 744

Change # : LCNO1-2019fbLoc744

Craft : Boilermaker Effective Date : 04/03/2019 Last Posted : 04/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	$38.05		$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$67.76	$86.78
Apprentice	**Percent**											
1st 6 months	70.02	$26.64	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$56.35	$69.67
2nd 6 months	72.52	$27.59	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$57.30	$71.10
3rd 6 months	75.00	$28.54	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$58.25	$72.52
4th 6 months	77.51	$29.49	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$59.20	$73.95
5th 6 months	80.00	$30.44	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$60.15	$75.37
6th 6 months	85.03	$32.35	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$62.06	$78.24
7th 6 months	90.00	$34.25	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$63.96	$81.08
8th 6 months	95.00	$36.15	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$65.86	$83.93
Helper	60.00	$22.83	$7.07	$16.07	$0.74	$0.00	$5.08	$0.75	$0.00	$0.00	$52.54	$63.96

Special Calculation Note : Other is Supplemental Health

Ratio :

5 Journeymen to 1 Apprentice to 1 Helper

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 6

Change # : LCN01-2021fbLoc6

Craft : Bricklayer Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	$29.64		$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$48.78	$63.60
Pointer Caulker Cleaner	$29.64		$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$48.78	$63.60
Stone Mason	$29.64		$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$48.78	$63.60
Cement Mason	$29.64		$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$48.78	$63.60
Plaster	$29.64		$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$48.78	$63.60
Apprentice	**Percent**											
1st 6 months	55.00	$16.30	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$35.44	$43.59
2nd 6 months	60.00	$17.78	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$36.92	$45.82
3rd 6 months	65.00	$19.27	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$38.41	$48.04
4th 6 months	70.00	$20.75	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$39.89	$50.26
5th 6 months	75.00	$22.23	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$41.37	$52.49
6th 6 months	80.00	$23.71	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$42.85	$54.71
7th 6 months	90.00	$26.68	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$45.82	$59.15
8th 6 months	95.00	$28.16	$10.17	$7.73	$1.19	$0.00	$0.00	$0.05	$0.00	$0.00	$47.30	$61.38

Special Calculation Note : OTHER IS DRUG TESTING

Ratio :

1 Journeymen to 1 Apprentice
5 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
13 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 8 Tile Finisher

Change # : LCN01-2014fbLoc8

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Terrazzo Finisher	$23.17		$5.00	$7.85	$0.20	$0.00	$0.37	$0.37	$0.00	$0.00	$36.96	$48.55
Resilient flooring Wood Laminate Carpet Carpet Tile Finisher	$13.34		$5.00	$7.23	$0.00	$0.00	$0.00	$0.26	$0.00	$0.00	$25.83	$32.50
New Employees	**Percent**											
1st 30 days	59.89	$13.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.88	$20.81
2nd 30 days thru 6 months	59.89	$13.88	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.88	$25.81
2nd 6 months	69.90	$16.20	$5.00	$7.85	$0.20	$0.00	$0.37	$0.37	$0.00	$0.00	$29.99	$38.08
3rd 6 months	74.93	$17.36	$5.00	$7.85	$0.20	$0.00	$0.37	$0.37	$0.00	$0.00	$31.15	$39.83
4th 6 months	79.88	$18.51	$5.00	$7.85	$0.20	$0.00	$0.37	$0.37	$0.00	$0.00	$32.30	$41.55
5th 6 months	84.88	$19.67	$5.00	$7.85	$0.20	$0.00	$0.37	$0.37	$0.00	$0.00	$33.46	$43.29
6th 6 months	89.88	$20.83	$5.00	$7.85	$0.20	$0.00	$0.37	$0.37	$0.00	$0.00	$34.62	$45.03

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

Special Calculation Note : Other $.40 is for International Masonry Training. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

Journeymen 4 to 1 Apprentice

Journeymen 6 to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

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

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN1-2021fbLoc6

Craft : Bricklayer Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Setter	$26.00		$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$41.46	$54.46
Marble Mason	$26.00		$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$41.46	$54.46
Terrazzo worker	$26.00		$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$41.46	$54.46
Finisher Support	$23.42		$8.49	$6.35	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$38.85	$50.56
Apprentice Finisher Support Only												
1st 30 days	$14.05		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.05	$21.08
30 days-6 months	$14.05		$8.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.54	$29.57
2ND 6 months	$16.39		$8.49	$6.35	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$31.82	$40.02
3RD 6 months	$17.57		$8.49	$6.35	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$33.00	$41.79
4TH 6 months	$18.74		$8.49	$6.35	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$34.17	$43.54
5TH 6 months	$19.91		$8.49	$6.35	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$35.34	$45.30
6TH 6 months	$21.08		$8.49	$6.35	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$36.51	$47.05
Apprentice	Percent											
1st 30 Days	60.00	$15.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.60	$23.40
30 days- 6 months	60.00	$15.60	$8.49	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.09	$31.89
2nd 6 months	70.00	$18.20	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$33.66	$42.76
3rd 6 months	75.00	$19.50	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$34.96	$44.71
4th 6 months	80.00	$20.80	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$36.26	$46.66

5th 6 months	85.00	$22.10	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$37.56	$48.61
6th 6 months	90.00	$23.40	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$38.86	$50.56
7th 6 months	95.00	$24.70	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$40.16	$52.51
8th 6 months	95.00	$24.70	$8.49	$6.35	$0.62	$0.00	$0.00	$0.00	$0.00	$0.00	$40.16	$52.51

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN1-2019fbLoc6

Craft : Bricklayer Effective Date : 06/01/2019 Last Posted : 05/29/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Setter	$25.27		$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$39.26	$51.90
Marble Mason	$25.27		$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$39.26	$51.90
Terrazzo worker	$25.27		$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$39.26	$51.90
Finisher Support	$22.68		$7.55	$5.85	$0.57	$0.00	$0.00	$0.00	$0.00	$0.00	$36.65	$47.99
APPRENTICE Finisher Support Only												
1st 30 days	$13.61		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13.61	$20.41
30 days-6 months	$13.61		$7.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21.16	$27.96
2ND 6 months	$15.88		$7.55	$5.85	$0.57	$0.00	$0.00	$0.00	$0.00	$0.00	$29.85	$37.79
3RD 6 months	$17.01		$7.55	$5.85	$0.57	$0.00	$0.00	$0.00	$0.00	$0.00	$30.98	$39.49
4TH 6 months	$18.14		$7.55	$5.85	$0.57	$0.00	$0.00	$0.00	$0.00	$0.00	$32.11	$41.18
5TH 6 months	$19.28		$7.55	$5.85	$0.57	$0.00	$0.00	$0.00	$0.00	$0.00	$33.25	$42.89
6TH 6 months	$20.41		$7.55	$5.85	$0.57	$0.00	$0.00	$0.00	$0.00	$0.00	$34.38	$44.59
Apprentice	**Percent**											
1st 30 Days	60.00	$15.16	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.16	$22.74
30 days- 6 months	60.00	$15.16	$7.55	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22.71	$30.29
2nd 6 months	70.00	$17.69	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$31.68	$40.52
3rd 6 months	75.00	$18.95	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$32.94	$42.42
4th 6 months	80.00	$20.22	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$34.21	$44.31
5th 6 months	85.00	$21.48	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$35.47	$46.21
6th 6 months	90.00	$22.74	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$36.73	$48.10
7th 6 months	95.00	$24.01	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$38.00	$50.00
8th 6 months	95.00	$24.01	$7.55	$5.85	$0.59	$0.00	$0.00	$0.00	$0.00	$0.00	$38.00	$50.00

Special Calculation Note : Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.
Note that the classification description is clarified after the local union number at the top of the

page.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :
BELMONT, CARROLL, HARRISON, JEFFERSON, MONROE, STARK, TUSCARAWAS

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Commercial NE Zone 2B

Change # : LCN01-2021fbLocNEZone2B

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$28.17		$7.81	$11.17	$0.56	$0.00	$1.12	$0.00	$0.00	$0.00	$48.83	$62.92
Apprentice	**Percent**											
1st 3 Months	60.00	$16.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.90	$25.35
2nd 3 Months	60.00	$16.90	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$25.27	$33.72
2nd 6 Months is 1st year	60.00	$16.90	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$25.27	$33.72
3rd 6 Months	60.00	$16.90	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$25.27	$33.72
4th 6 Months is 2nd year	60.00	$16.90	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$25.27	$33.72
5th 6 Months	70.00	$19.72	$7.81	$7.82	$0.56	$0.00	$0.78	$0.00	$0.00	$0.00	$36.69	$46.55
6th 6 Months is 3rd year	75.00	$21.13	$7.81	$8.38	$0.56	$0.00	$0.84	$0.00	$0.00	$0.00	$38.72	$49.28
7th 6 Months	80.00	$22.54	$7.81	$8.94	$0.56	$0.00	$0.90	$0.00	$0.00	$0.00	$40.75	$52.01
8th 6 Months is 4th year	85.00	$23.94	$7.81	$9.49	$0.56	$0.00	$0.95	$0.00	$0.00	$0.00	$42.75	$54.73

Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Local 509 NE District Interior Systems

Change # : LCN01-2010mmLoc509Int Systems

Craft : Carpenter Effective Date : 06/17/2010 Last Posted : 06/17/2010

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Window Shade Venetian Blinds Drapery Installer	$15.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$15.50	$23.25

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE,

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M3

Change # : LCN01-2021fbLocNEZoneM3

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	$31.93		$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$53.36	$69.32
Certified Welder	$32.93		$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$54.36	$70.82
Lay-Out Man on Monorail	$33.43		$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$54.86	$71.57
Apprentice	**Percent**											
1st 6 months	60.00	$19.16	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$40.59	$50.17
2nd 6 months	60.00	$19.16	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$40.59	$50.17
3rd 6 months	62.00	$19.80	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$41.23	$51.12
4th 6 months	65.50	$20.91	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$42.34	$52.80
5th 6 months	69.00	$22.03	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$43.46	$54.48
6th 6 months	72.50	$23.15	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$44.58	$56.15
7th 6 months	76.00	$24.27	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$45.70	$57.83
8th 6 months	80.00	$25.54	$7.85	$10.90	$0.56	$0.00	$2.07	$0.05	$0.00	$0.00	$46.97	$59.75

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

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

The term "Millwright and Machine Erectors'" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014 fringe 4 6.20

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

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

Ratio :

1 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

Details :
10/27/10 New Contract jc

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Insulation NE Zone 2B

Change # : LCN01-2021fbLocNEZone2B

Craft : Carpenter **Effective Date :** 05/21/2021 **Last Posted :** 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Insulation	$22.54		$7.81	$11.17	$0.56	$0.00	$1.12	$0.00	$0.00	$0.00	$43.20	$54.47
Apprentice	**Percent**											
1st 3 months	50.00	$11.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11.27	$16.91
2nd 3 months	50.00	$11.27	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$19.64	$25.27
2nd 6 months	50.00	$11.27	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$19.64	$25.27
3rd 6 months	55.00	$12.40	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$20.77	$26.97
4th 6 months	60.00	$13.52	$7.81	$0.00	$0.56	$0.00	$0.00	$0.00	$0.00	$0.00	$21.89	$28.66
5th 6 months	70.00	$15.78	$7.81	$7.82	$0.56	$0.00	$0.78	$0.00	$0.00	$0.00	$32.75	$40.64
6th 6 months	75.00	$16.91	$7.81	$8.38	$0.56	$0.00	$0.84	$0.00	$0.00	$0.00	$34.50	$42.95
7th 6 months	80.00	$18.03	$7.81	$8.94	$0.56	$0.00	$0.90	$0.00	$0.00	$0.00	$36.24	$45.26
8th 6 months	85.00	$19.16	$7.81	$9.49	$0.56	$0.00	$0.95	$0.00	$0.00	$0.00	$37.97	$47.55

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

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Pile Driver NE Zone P3

Change # : LCN01-2021fbLocNEZoneP3

Craft : Carpenter Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Pile Driver	$28.18		$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$49.38	$63.47
Diver	$42.27		$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$63.47	$84.60
Certified Welder	$29.23		$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$50.43	$65.04
Apprentice	**Percent**											
1st 6 months	60.00	$16.91	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$38.11	$46.56
2nd 6 months	60.00	$16.91	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$38.11	$46.56
3rd 6 months	62.00	$17.47	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$38.67	$47.41
4th 6 months	65.50	$18.46	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$39.66	$48.89
5th 6 months	69.00	$19.44	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$40.64	$50.37
6th 6 months	72.50	$20.43	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$41.63	$51.85
7th 6 months	76.00	$21.42	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$42.62	$53.33
8th 6 months	80.00	$22.54	$7.82	$10.90	$0.56	$0.00	$1.92	$0.00	$0.00	$0.00	$43.74	$55.02

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

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

STARK, WAYNE, CARROLL, TUSCARAWAS

Special Jurisdictional Note :

Details :

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning,

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter Floorlayer NE Zone 2B

Change # : LCN01-2021fbLocNEZone2B

Craft : Carpenter **Effective Date :** 05/21/2021 **Last Posted :** 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	$28.17		$7.81	$11.17	$0.58	$0.00	$1.12	$0.00	$0.00	$0.00	$48.85	$62.94
Apprentice	**Percent**											
1st 3 Months	60.00	$16.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.90	$25.35
2nd 3 Months	60.00	$16.90	$7.81	$0.00	$0.58	$0.00	$0.00	$0.00	$0.00	$0.00	$25.29	$33.74
2nd 6 Months is 1st year	60.00	$16.90	$7.81	$0.00	$0.58	$0.00	$0.00	$0.00	$0.00	$0.00	$25.29	$33.74
3rd 6 Months	60.00	$16.90	$7.81	$0.00	$0.58	$0.00	$0.00	$0.00	$0.00	$0.00	$25.29	$33.74
4th 6 Months is 2nd year	60.00	$16.90	$7.81	$0.00	$0.58	$0.00	$0.00	$0.00	$0.00	$0.00	$25.29	$33.74
5th 6 Months	70.00	$19.72	$7.81	$7.82	$0.58	$0.00	$0.78	$0.00	$0.00	$0.00	$36.71	$46.57
6th 6 Months is 3rd year	75.00	$21.13	$7.81	$8.38	$0.58	$0.00	$0.84	$0.00	$0.00	$0.00	$38.74	$49.30
7th 6 Months	80.00	$22.54	$7.81	$8.94	$0.58	$0.00	$0.90	$0.00	$0.00	$0.00	$40.77	$52.03
8th 6 Months is 4th year	85.00	$23.94	$7.81	$9.49	$0.58	$0.00	$0.95	$0.00	$0.00	$0.00	$42.77	$54.75

Special Calculation Note :

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/01/2021 **Last Posted :** 05/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$30.40		$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$47.95	$63.15
Apprentice	Percent											
1st year	50.00	$15.20	$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$32.75	$40.35
2nd year	70.00	$21.28	$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$38.83	$49.47
3rd year	90.00	$27.36	$9.50	$7.57	$0.48	$0.00	$0.00	$0.00	$0.00	$0.00	$44.91	$58.59

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change # : LCN01-2021fbHvyHwy

Craft : Bricklayer **Effective Date :** 06/01/2021 **Last Posted :** 05/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$31.39		$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$48.95	$64.64
Apprentice	**Percent**											
1st year	50.00	$15.70	$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$33.26	$41.10
2nd year	70.00	$21.97	$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$39.53	$50.52
3rd year	90.00	$28.25	$9.50	$7.57	$0.49	$0.00	$0.00	$0.00	$0.00	$0.00	$45.81	$59.94

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 2 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.
(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy

Change # : LCN01-2022sksCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2022 Last Posted : 04/27/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$32.49		$8.45	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$51.26	$67.50
Apprentice	**Percent**											
1st Year	70.00	$22.74	$8.45	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$41.51	$52.88
2nd Year	80.00	$25.99	$8.45	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$44.76	$57.76
3rd Year	90.00	$29.24	$8.45	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$48.01	$62.63

Special Calculation Note : Other $0.07 is for International Training Fund

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BLEMONT, BROWN, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LORAIN, LOGAN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

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

Details :

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Heavy Highway Exhibit A Dist 1. sks

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District II

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2021 **Last Posted :** 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$31.15		$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$49.72	$65.29
Apprentice	Percent											
1st Year	70.00	$21.80	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$40.37	$51.28
2nd Year	80.00	$24.92	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$43.49	$55.95
3rd Year	90.00	$28.03	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$46.60	$60.62

Special Calculation Note : Other $0.07 is for International Training Fund

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CLERMONT, COLUMBIANA, DEFIANCE, ERIE, HAMILTON, HARDIN, HIGHLAND, HOLMES, HURON, LOGAN, LORAIN, MAHONING, MEDINA, MERCER, OTTAWA, PAULDING, PORTAGE, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, VAN WERT, WARREN, WAYNE, WILLIAMS

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District II

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason **Effective Date :** 05/01/2021 **Last Posted :** 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$32.02		$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$50.59	$66.60
Apprentice	**Percent**											
1st Year	70.00	$22.41	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$40.98	$52.19
2nd Year	80.00	$25.62	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$44.19	$56.99
3rd Year	90.00	$28.82	$8.25	$7.35	$0.65	$0.00	$2.25	$0.07	$0.00	$0.00	$47.39	$61.80

Special Calculation Note : Other $0.07 is for International Training Fund.

Ratio :

1 Journeymen to 1 Apprentice
2 to 1 thereafter

Jurisdiction (* denotes special jurisdictional note) :

ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CLERMONT, COLUMBIANA, DEFIANCE, ERIE, HAMILTON, HARDIN, HIGHLAND, HOLMES, HURON, LOGAN, LORAIN, MAHONING, MEDINA, MERCER, OTTAWA, PAULDING, PORTAGE, SANDUSKY, SENECA, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, VAN WERT, WARREN, WAYNE, WILLIAMS

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason & Plasterer Local 109

Change # : LCN01-2020fbLoc109

Craft : Cement Effective Date : 07/09/2020 Last Posted : 07/09/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$30.04		$8.89	$7.15	$0.40	$0.00	$4.25	$0.06	$0.00	$0.00	$50.79	$65.81
Plasterer	$29.33		$8.39	$7.15	$0.40	$0.00	$4.00	$0.06	$0.00	$0.00	$49.33	$64.00
Apprentice Cement Mason	**Percent**											
1st year	70.52	$21.18	$8.89	$7.15	$0.40	$0.00	$4.25	$0.06	$0.00	$0.00	$41.93	$52.53
2nd year	80.36	$24.14	$8.89	$7.15	$0.40	$0.00	$4.25	$0.06	$0.00	$0.00	$44.89	$56.96
3rd year	90.18	$27.09	$8.89	$7.15	$0.40	$0.00	$4.25	$0.06	$0.00	$0.00	$47.84	$61.39
Plasterer Apprentice												
1st year	68.89	$20.69	$8.39	$7.15	$0.40	$0.00	$4.00	$0.06	$0.00	$0.00	$40.69	$51.04
2nd year	78.45	$23.57	$8.39	$7.15	$0.40	$0.00	$4.00	$0.06	$0.00	$0.00	$43.57	$55.35
3rd year	88.05	$26.45	$8.39	$7.15	$0.40	$0.00	$4.00	$0.06	$0.00	$0.00	$46.45	$59.68

Special Calculation Note : Other is for International Training.

Ratio :

1 Journeymen to 1 Apprentice
5 Journeymen to 2 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Finishers when applying colorshake shall be paid an additional $2.00 per DAY.
Swing Scaffolds up to 50 feet shall be paid $0.25 above the Journeymen rate.
Swing Scaffolds over 50 feet shall be paid $0.35 above the Journeymen rate.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 540 Inside

Change # : LCN01-2022sksLoc540in

Craft : Electrical **Effective Date :** 01/05/2022 **Last Posted :** 01/05/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$35.28		$6.50	$10.00	$1.09	$3.53	$3.88	$1.16	$0.00	$0.00	$61.44	$79.08
Apprentice	Percent											
1st 1000 hrs	45.00	$15.88	$6.50	$0.00	$0.44	$0.00	$0.48	$0.48	$0.00	$0.00	$23.78	$31.71
2nd 1000 hrs	47.00	$16.58	$6.50	$0.00	$0.46	$0.00	$0.50	$0.50	$0.00	$0.00	$24.54	$32.83
3rd 1500 hrs	50.00	$17.64	$6.50	$2.50	$0.53	$1.41	$0.57	$0.57	$0.00	$0.00	$29.72	$38.54
4th 1500 hrs	60.00	$21.17	$6.50	$5.00	$0.64	$1.69	$0.69	$0.69	$0.00	$0.00	$36.38	$46.96
5th 1500 hrs	70.00	$24.70	$6.50	$7.50	$0.75	$1.98	$0.80	$0.80	$0.00	$0.00	$43.03	$55.37
6th 1500 hrs	80.00	$28.22	$6.50	$10.00	$0.85	$2.26	$0.91	$0.91	$0.00	$0.00	$49.65	$63.77

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

Ratio :

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

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.
Columbiana County: Knox Township only.
Mahoning County: Smith Township only.
Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.
Wayne County: That portion south of Baughman, Chester, Green and WayneTownships.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 540 Inside Lt Commercial Northern

Change # : LCN01-2022sksLoc540in

Craft : Electrical **Effective Date :** 01/05/2022 **Last Posted :** 01/05/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$35.28		$6.50	$10.00	$1.09	$3.53	$3.88	$1.16	$0.00	$0.00	$61.44	$79.08
CE-3 12,001-14,000 Hrs	$26.88		$6.47	$0.00	$0.87	$0.00	$0.81	$0.81	$0.00	$0.10	$35.94	$49.38
CE-2 10,001-12,000 Hrs	$21.12		$6.47	$0.00	$0.87	$0.00	$0.63	$0.63	$0.00	$0.10	$29.82	$40.38
CE-1 8,001-10,000 Hrs	$19.20		$6.47	$0.00	$0.87	$0.00	$0.58	$0.58	$0.00	$0.10	$27.80	$37.40
CW-4 6,001-8,000 Hrs	$17.28		$6.47	$0.00	$0.87	$0.00	$0.52	$0.52	$0.00	$0.10	$25.76	$34.40
CW-3 4,001-6,000 Hrs	$15.36		$6.47	$0.00	$0.87	$0.00	$0.46	$0.46	$0.00	$0.10	$23.72	$31.40
CW-2 2,001-4,000 Hrs	$14.40		$6.47	$0.00	$0.87	$0.00	$0.43	$0.43	$0.00	$0.10	$22.70	$29.90
CW-1 0-2,000 Hrs	$13.44		$6.47	$0.00	$0.87	$0.00	$0.40	$0.40	$0.00	$0.10	$21.68	$28.40
Apprentice	**Percent**											
1st 1000 hrs	45.00	$15.88	$6.50	$0.00	$0.44	$0.00	$0.48	$0.48	$0.00	$0.00	$23.78	$31.71
2nd 1000 hrs	47.00	$16.58	$6.50	$0.00	$0.46	$0.00	$0.50	$0.50	$0.00	$0.00	$24.54	$32.83
3rd 1500 hrs	50.00	$17.64	$6.50	$2.50	$0.53	$1.41	$0.57	$0.57	$0.00	$0.00	$29.72	$38.54
4th 1500 hrs	60.00	$21.17	$6.50	$5.00	$0.64	$1.69	$0.69	$0.69	$0.00	$0.00	$36.38	$46.96
5th 1500 hrs	70.00	$24.70	$6.50	$7.50	$0.75	$1.98	$0.80	$0.80	$0.00	$0.00	$43.03	$55.37
6th 1500 hrs	80.00	$28.22	$6.50	$10.00	$0.85	$2.26	$0.91	$0.91	$0.00	$0.00	$49.65	$63.77

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note : Carroll County: North half including; Fox, Harrison, Rose and Washington Townships.
Columbiana County: Knox Township only.
Mahoning County: Smith Township only.
Tuscarawas County: That portion North of Auburn, Clay, Rush and York Townships.
Wayne County: That portion south of Baughman, Chester, Green, Wayne and Wooster Townships.

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 540 Voice Data Video

Change # : LCN01-2021sksLoc540VDV

Craft : Voice Data Video **Effective Date :** 08/31/2021 **Last Posted :** 08/25/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician	$22.85		$6.40	$4.79	$0.57	$2.29	$2.07	$0.75	$0.00	$0.00	$39.72	$51.15
Cable Puller	$13.02		$6.40	$0.00	$0.29	$0.00	$0.39	$0.39	$0.00	$0.00	$20.49	$27.00
Apprentice Starting Prior to 08/01/2020												
2nd Step 65%	$14.85		$6.40	$0.00	$0.36	$1.19	$0.00	$0.48	$0.00	$0.00	$23.28	$30.70
3rd Step 75%	$17.14		$6.40	$4.79	$0.42	$1.37	$2.07	$0.56	$0.00	$0.00	$32.75	$41.32
4th Step 80%	$18.28		$6.40	$4.79	$0.44	$1.46	$2.07	$0.59	$0.00	$0.00	$34.03	$43.17
5th Step 85%	$19.42		$6.40	$4.79	$0.47	$1.55	$2.07	$0.63	$0.00	$0.00	$35.33	$45.04
6th Step 90%	$20.57		$6.40	$4.79	$0.50	$1.65	$2.07	$0.67	$0.00	$0.00	$36.65	$46.94
Apprentice Starting After 08/01/2020	**Percent**											
1st Step	60.00	$13.71	$6.40	$0.00	$0.31	$0.00	$1.24	$0.41	$0.00	$0.00	$22.07	$28.92
2nd Step	65.00	$14.85	$6.40	$3.11	$0.36	$1.19	$1.35	$0.48	$0.00	$0.00	$27.74	$35.17
3rd Step	75.00	$17.14	$6.40	$3.59	$0.42	$1.37	$1.55	$0.56	$0.00	$0.00	$31.03	$39.60
4th Step	85.00	$19.42	$6.40	$4.07	$0.47	$1.55	$1.76	$0.63	$0.00	$0.00	$34.30	$44.01

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

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

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

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

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

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

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2021fbLoc7

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$45.61	$6.75	$1.37	$0.46	$0.00	$10.95	$0.60	$0.00	$0.00	$65.74	$88.54
Certified Lineman Welder	$45.61	$6.75	$1.37	$0.46	$0.00	$10.95	$0.60	$0.00	$0.00	$65.74	$88.54
Certified Cable Splicer	$45.61	$6.75	$1.37	$0.46	$0.00	$10.95	$0.60	$0.00	$0.00	$65.74	$88.54
Operator A	$40.88	$6.75	$1.23	$0.41	$0.00	$9.81	$0.60	$0.00	$0.00	$59.68	$80.12
Operator B	$36.20	$6.75	$1.09	$0.36	$0.00	$8.69	$0.60	$0.00	$0.00	$53.69	$71.79
Operator C	$29.12	$6.75	$0.87	$0.29	$0.00	$6.99	$0.60	$0.00	$0.00	$44.62	$59.18
Groundman 0-12 months Exp	$22.81	$6.75	$0.68	$0.23	$0.00	$5.47	$0.60	$0.00	$0.00	$36.54	$47.94
Groundman 0-12 months Exp w/CDL	$25.09	$6.75	$0.75	$0.25	$0.00	$6.02	$0.60	$0.00	$0.00	$39.46	$52.01
Groundman 1 yr or more	$25.09	$6.75	$0.75	$0.25	$0.00	$6.02	$0.60	$0.00	$0.00	$39.46	$52.01
Groundman 1 yr or more w/CDL	$29.65	$6.75	$0.85	$0.28	$0.00	$6.50	$0.60	$0.00	$0.00	$44.63	$59.46
Equipment Mechanic A	$36.20	$6.75	$1.09	$0.36	$0.00	$8.69	$0.60	$0.00	$0.00	$53.69	$71.79
Equipment Mechanic B	$32.66	$6.75	$0.98	$0.33	$0.00	$7.84	$0.60	$0.00	$0.00	$49.16	$65.49
Equipment Mechanic C	$29.12	$6.75	$0.87	$0.29	$0.00	$6.99	$0.60	$0.00	$0.00	$44.62	$59.18
X-Ray Technician	$45.61	$6.75	$1.37	$0.46	$0.00	$10.95	$0.60	$0.00	$0.00	$65.74	$88.54

Apprentice	Percent											
1st 1000 hrs	60.00	$27.37	$6.75	$0.82	$0.27	$0.00	$6.57	$0.60	$0.00	$0.00	$42.38	$56.06
2nd 1000 hrs	65.00	$29.65	$6.75	$0.89	$0.30	$0.00	$7.12	$0.60	$0.00	$0.00	$45.31	$60.13
3rd 1000 hrs	70.00	$31.93	$6.75	$0.96	$0.32	$0.00	$7.66	$0.60	$0.00	$0.00	$48.22	$64.18
4th 1000 hrs	75.00	$34.21	$6.75	$1.03	$0.34	$0.00	$8.21	$0.60	$0.00	$0.00	$51.14	$68.24
5th 1000 hrs	80.00	$36.49	$6.75	$1.09	$0.36	$0.00	$8.76	$0.60	$0.00	$0.00	$54.05	$72.29
6th 1000 hrs	85.00	$38.77	$6.75	$1.16	$0.39	$0.00	$9.30	$0.60	$0.00	$0.00	$56.97	$76.35
7th 1000 hrs	90.00	$41.05	$6.75	$1.23	$0.41	$0.00	$9.85	$0.60	$0.00	$0.00	$59.89	$80.41

Special Calculation Note : Other is Health Retirement Account

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

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

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

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON,

WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Change # : LCN01-2021fbLoc7

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$43.22	$6.75	$1.30	$0.43	$0.00	$10.37	$0.60	$0.00	$0.00	$62.67	$84.28
Substation Technician	$43.22	$6.75	$1.30	$0.43	$0.00	$10.37	$0.60	$0.00	$0.00	$62.67	$84.28
Cable Splicer	$45.26	$6.75	$1.36	$0.45	$0.00	$10.86	$0.60	$0.00	$0.00	$65.28	$87.91
Operator A	$38.75	$6.75	$1.16	$0.39	$0.00	$9.30	$0.60	$0.00	$0.00	$56.95	$76.32
Operator B	$34.27	$6.75	$1.03	$0.34	$0.00	$8.22	$0.60	$0.00	$0.00	$51.21	$68.34
Operator C	$27.54	$6.75	$0.83	$0.28	$0.00	$6.61	$0.60	$0.00	$0.00	$42.61	$56.38
Groundman 0-12 months Exp	$21.61	$6.75	$0.65	$0.22	$0.00	$5.19	$0.60	$0.00	$0.00	$35.02	$45.82
Groundman 0-12 months Exp w/CDL	$23.77	$6.75	$0.71	$0.24	$0.00	$5.70	$0.60	$0.00	$0.00	$37.77	$49.66
Groundman 1 yr or more	$23.77	$6.75	$0.71	$0.24	$0.00	$5.70	$0.60	$0.00	$0.00	$37.77	$49.66
Groundman 1 yr or more w/CDL	$28.09	$6.75	$0.84	$0.28	$0.00	$6.74	$0.60	$0.00	$0.00	$43.30	$57.35
Equipment Mechanic A	$34.27	$6.75	$1.03	$0.34	$0.00	$8.22	$0.60	$0.00	$0.00	$51.21	$68.34
Equipment Mechanic B	$30.91	$6.75	$0.93	$0.31	$0.00	$7.42	$0.60	$0.00	$0.00	$46.92	$62.38
Equipment Mechanic C	$27.54	$6.75	$0.83	$0.28	$0.00	$6.61	$0.60	$0.00	$0.00	$42.61	$56.38
Line Truck w/uuger	$30.44	$6.75	$0.91	$0.30	$0.00	$7.31	$0.60	$0.00	$0.00	$46.31	$61.53
Apprentice	**Percent**										

1st 1000 hrs	60.00	$25.93	$6.75	$0.78	$0.26	$0.00	$6.22	$0.60	$0.00	$0.00	$40.54	$53.51
2nd 1000 hrs	65.00	$28.09	$6.75	$0.84	$0.28	$0.00	$6.74	$0.60	$0.00	$0.00	$43.30	$57.35
3rd 1000 hrs	70.00	$30.25	$6.75	$0.91	$0.30	$0.00	$7.26	$0.60	$0.00	$0.00	$46.07	$61.20
4th 1000 hrs	75.00	$32.42	$6.75	$0.97	$0.32	$0.00	$7.78	$0.60	$0.00	$0.00	$48.84	$65.04
5th 1000 hrs	80.00	$34.58	$6.75	$1.04	$0.35	$0.00	$8.30	$0.60	$0.00	$0.00	$51.62	$68.90
6th 1000 hrs	85.00	$36.74	$6.75	$1.10	$0.37	$0.00	$8.82	$0.60	$0.00	$0.00	$54.38	$72.75
7th 1000 hrs	90.00	$38.90	$6.75	$1.17	$0.39	$0.00	$9.34	$0.60	$0.00	$0.00	$57.15	$76.60

Special Calculation Note : Other is Health Retirement Account
Operator "A"
John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

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

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

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note : 0.30 is for Health Retirement Account.

Details :
Heli - Arc Welding will be paid $.30 above Journeyman rate. Additional compensation of 10% over the

Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2021fbLoc71CentralOhio

Craft : Lineman Effective Date : 03/16/2021 Last Posted : 03/16/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	$40.31	$6.75	$1.21	$0.40	$0.00	$7.66	$0.06	$0.00	$0.00	$56.39	$76.54
Traffic Signal & Lighting Journeyman	$38.77	$6.75	$1.16	$0.39	$0.00	$7.37	$0.06	$0.00	$0.00	$54.50	$73.89
Equipment Operator	$35.41	$6.75	$1.06	$0.35	$0.00	$6.73	$0.06	$0.00	$0.00	$50.36	$68.06
Groundman 0-12 months (W/O CDL)	$21.47	$6.75	$0.64	$0.21	$0.00	$4.08	$0.06	$0.00	$0.00	$33.21	$43.95
Groundman 0-12 months (W/CDL) plus	$23.46	$6.75	$0.70	$0.23	$0.00	$4.46	$0.06	$0.00	$0.00	$35.66	$47.39
Groundsman greater than 1 Year (W/CDL)	$25.45	$6.75	$0.76	$0.25	$0.00	$4.84	$0.06	$0.00	$0.00	$38.11	$50.83
Traffic Signal Apprentices											
1st 1,000 hours	$23.26	$6.75	$0.70	$0.23	$0.00	$4.42	$0.06	$0.00	$0.00	$35.42	$47.05
2nd 1,000 hours	$25.20	$6.75	$0.76	$0.25	$0.00	$4.79	$0.06	$0.00	$0.00	$37.81	$50.41
3rd 1,000 hours	$27.14	$6.75	$0.81	$0.27	$0.00	$5.16	$0.06	$0.00	$0.00	$40.19	$53.76
4th 1,000 hours	$29.08	$6.75	$0.87	$0.29	$0.00	$5.53	$0.06	$0.00	$0.00	$42.58	$57.12
5th 1,000 hours	$31.01	$6.75	$0.93	$0.31	$0.00	$5.89	$0.06	$0.00	$0.00	$44.95	$60.46
6th 1,000 hours	$34.89	$6.75	$1.05	$0.35	$0.00	$6.63	$0.06	$0.00	$0.00	$49.73	$67.17
Apprentice Lineman	**Percent**										

1st 1,000 Hours	60.00	$24.19	$6.75	$0.73	$0.24	$0.00	$4.60	$0.06	$0.00	$0.00	$36.57	$48.66
2nd 1,000 Hours	65.00	$26.20	$6.75	$0.79	$0.26	$0.00	$4.98	$0.06	$0.00	$0.00	$39.04	$52.14
3rd 1,000 Hours	70.00	$28.22	$6.75	$0.85	$0.28	$0.00	$5.36	$0.06	$0.00	$0.00	$41.52	$55.63
4th 1,000 Hours	75.00	$30.23	$6.75	$0.91	$0.30	$0.00	$5.74	$0.06	$0.00	$0.00	$43.99	$59.11
5th 1,000 Hours	80.00	$32.25	$6.75	$0.97	$0.32	$0.00	$6.13	$0.06	$0.00	$0.00	$46.48	$62.60
6th 1,000 Hours	85.00	$34.26	$6.75	$1.03	$0.34	$0.00	$6.51	$0.06	$0.00	$0.00	$48.95	$66.09
7th 1,000 Hours	90.00	$36.28	$6.75	$1.09	$0.36	$0.00	$6.89	$0.06	$0.00	$0.00	$51.43	$69.57

Special Calculation Note : Other is Safety & Education Fund.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Change # : LCR01-2017fbLoc71VDV

Craft : Voice Data Video Effective Date : 10/18/2017 Last Posted : 10/18/2017

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Installer Technician I	$23.46	$5.50	$0.70	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$29.96	$41.69
Installer Technician II	$22.37	$5.50	$0.67	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$28.84	$40.03
Equipment Operator I	$22.37	$5.50	$0.67	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$28.84	$40.03
Equipment Operator II	$18.43	$5.50	$0.55	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$24.78	$33.99
Installer /Repair Outside	$22.37	$5.50	$0.67	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$28.84	$40.03
Ground Driver W/CDL	$15.83	$5.50	$0.47	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$22.10	$30.01
Groundman	$13.24	$5.50	$0.40	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$19.44	$26.06
Cable Splicer	$23.46	$5.50	$0.70	$0.00	$0.00	$0.30	$0.00	$0.00	$0.00	$29.96	$41.69

Special Calculation Note :

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :
Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of

fiber.

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

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

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

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

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

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Elevator Local 45

Change # : LCN01-2012kpLoc45

Craft : Elevator Effective Date : 04/04/2012 Last Posted : 04/04/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	$41.92		$11.03	$6.96	$0.55	$3.35	$5.00	$0.00	$0.00	$0.00	$68.81	$89.77
Helper	$29.34		$11.03	$6.96	$0.55	$1.76	$5.00	$0.00	$0.00	$0.00	$54.64	$69.31
0-6 months Probation	50.00	$20.96	$11.03	$6.96	$0.55	$1.26	$5.00	$0.00	$0.00	$0.00	$45.76	$56.24
1st year	55.00	$23.06	$11.03	$6.96	$0.55	$1.38	$5.00	$0.00	$0.00	$0.00	$47.98	$59.50
2nd year	65.00	$27.25	$11.03	$6.96	$0.55	$1.64	$5.00	$0.00	$0.00	$0.00	$52.43	$66.05
3rd year	70.00	$29.34	$11.03	$6.96	$0.55	$1.76	$5.00	$0.00	$0.00	$0.00	$54.64	$69.32
4th year	80.00	$33.54	$11.03	$6.96	$0.55	$2.01	$5.00	$0.00	$0.00	$0.00	$59.09	$75.85

Special Calculation Note : Vacation moves to 8% of BHR after 5 years

Ratio :

The total number of Helpers & Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) extra Helper or Apprentice may be employed for the first (2) teams and an extra Helper or Apprentice for each additional (3) teams.

Jurisdiction (* denotes special jurisdictional note) :

ASHLAND, CARROLL, COLUMBIANA, COSHOCTON, HARRISON, HOLMES, MAHONING, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Glazier Local 1162

Change # : LCN01-2021fbLoc1162

Craft : Glazier Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	$27.77		$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$41.79	$55.68
Apprentice	Percent											
1st 6 months	50.00	$13.89	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$27.91	$34.85
2nd 6 months	55.00	$15.27	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$29.29	$36.93
3rd 6 months	60.00	$16.66	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$30.68	$39.01
4th 6 months	65.00	$18.05	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$32.07	$41.10
5th 6 months	70.00	$19.44	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$33.46	$43.18
6th 6 months	75.00	$20.83	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$34.85	$45.26
7th 6 months	80.00	$22.22	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$36.24	$47.34
8th 6 months	90.00	$24.99	$6.88	$6.79	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$39.01	$51.51

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice
2 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 550

Change # : LCN01-2022sksLoc550

Craft : Ironworker **Effective Date :** 05/01/2022 **Last Posted :** 04/27/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$30.97		$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$52.87	$68.35
Apprentice	**Percent**											
1st 6 months	65.00	$20.13	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$42.03	$52.10
2nd 6 months	69.00	$21.37	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$43.27	$53.95
3rd 6 months	73.00	$22.61	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$44.51	$55.81
4th 6 months	77.00	$23.85	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$45.75	$57.67
5th 6 months	81.00	$25.09	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$46.99	$59.53
6th 6 months	85.03	$26.33	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$48.23	$61.40
7th 6 months	90.00	$27.87	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$49.77	$63.71
8th 6 months	95.00	$29.42	$8.98	$9.02	$0.76	$0.00	$2.73	$0.41	$0.00	$0.00	$51.32	$66.03

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

Ratio :

4 Journeymen to 1 Apprentice
1 Journeymen to 1 Apprentice, spinning of cable for suspension bridge
1 Journeymen to 1 Apprentice, ornamental work
2 Journeymen to 1 Apprentice, reinforcing work
1 Journeymen to 2 Apprentice, roadway

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 550 Glass & Curtain Wall

Change # : LCN01-2017fbLoc550

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Glass & Curtain Wall	$22.00		$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$36.89	$47.89
Apprentice	Percent											
1st 6 months	60.00	$13.20	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$28.09	$34.69
2nd 6 months	65.00	$14.30	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$29.19	$36.34
3rd 6 months	70.00	$15.40	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$30.29	$37.99
4th 6 months	75.00	$16.50	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$31.39	$39.64
5th 6 months	80.00	$17.60	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$32.49	$41.29
6th 6 months	85.00	$18.70	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$33.59	$42.94
7th 6 months	90.00	$19.80	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$34.69	$44.59
8th 6 months	95.00	$20.90	$7.00	$7.47	$0.09	$0.00	$0.33	$0.00	$0.00	$0.00	$35.79	$46.24

Special Calculation Note :

Ratio :

. Apprentice to 1 Journeymen

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 2

Change # : LCN01-2021fbLaborHevHwy2

Craft : Laborer Group 1 **Effective Date :** 05/01/2021 **Last Posted :** 04/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$33.70		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$45.65	$62.50
Group 2	$33.87		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$45.82	$62.75
Group 3	$34.20		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$46.15	$63.25
Group 4	$34.65		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$46.60	$63.92
Watch Person	$26.00		$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$37.95	$50.95
Apprentice	**Percent**											
0-1000 hrs	60.00	$20.22	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$32.17	$42.28
1001-2000 hrs	70.02	$23.60	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$35.55	$47.35
2001-3000 hrs	80.00	$26.96	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$38.91	$52.39
3001-4000 hrs	90.00	$30.33	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$42.28	$57.45
More Than 4000 hrs	100.00	$33.70	$7.50	$3.90	$0.45	$0.00	$0.00	$0.00	$0.10	$0.00	$45.65	$62.50

Special Calculation Note : Watchman has no Apprentices. Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate.

Ratio :

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL, WOOD

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

Details :

Group 1

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

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

Group 2
Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

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

Group 3
Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4
Miner,Welder, Gunite Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.
The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 1015 Building

Change # : LCN01-2021fbLoc1015

Craft : Laborer **Effective Date :** 07/14/2021 **Last Posted :** 07/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$29.57		$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$41.47	$56.26
Group 2	$29.97		$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$41.87	$56.85
Group 3	$30.32		$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$42.22	$57.38
Group 4	$30.27		$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$42.17	$57.31
Group 5	$22.61		$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$34.51	$45.82
Apprentice	Percent											
0-1000 hrs	60.00	$17.74	$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$29.64	$38.51
1001-2000 hrs	70.00	$20.70	$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$32.60	$42.95
2001-3000 hrs	80.00	$23.66	$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$35.56	$47.38
3001-4000 hrs	90.00	$26.61	$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$38.51	$51.82
More than 4000 hrs	100.00	$29.57	$7.50	$3.90	$0.40	$0.00	$0.00	$0.00	$0.10	$0.00	$41.47	$56.26

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

Ratio :

1 Journeyman to 1 Apprentice
4 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :
CARROLL, STARK, WAYNE

Special Jurisdictional Note :

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

Group 2
Bottom Man, Scaffold Builder, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and

Dynamite Blaster, Creosote Worker, Form Setter, Plasterer Tender, Hod Carrier Laser Beam Set-up Man, All confined space work, furnaces, pickel tubs, acid-pits, and Hazardous Waste Level (C)

Group 3
Mason Tender, Mortar Mixer, Stonemason Tender,skid-loader, Hazardous Waste Level (B)

Group 4
Gunnite Operator, Hazardous Waste Level (A)

Group 5
Watchman

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCN01-2021sksLoc18zone3

Craft : Operating Engineer **Effective Date :** 08/13/2021 **Last Posted :** 08/13/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Group A	$39.14		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.09	$74.66
Group B	$39.02		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$54.97	$74.48
Group C	$37.98		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.93	$72.92
Group D	$36.80		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$52.75	$71.15
Group E	$31.34		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$47.29	$62.96
Master Mechanic	$39.39		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.34	$75.03
Cranes 150'-180'	$39.64		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.59	$75.41
Cranes 180'-249'	$40.14		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$56.09	$76.16
Cranes 249' and over	$40.39		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$56.34	$76.53
Apprentice	**Percent**											
1st Year	50.00	$19.57	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$35.52	$45.31
2nd Year	60.00	$23.48	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$39.43	$51.18
3rd Year	70.00	$27.40	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$43.35	$57.05
4th Year	80.00	$31.31	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$47.26	$62.92
Field Mechanic Trainee			$8.76	$6.25	$0.85			$0.09				
1st Year	50.00	$19.57	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$35.52	$45.31
2nd Year	60.00	$23.48	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$39.43	$51.18
3rd Year	70.00	$27.40	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$43.35	$57.05
4th Year	80.00	$31.31	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$47.26	$62.92

Special Calculation Note : Other: Education & Safety $0.09

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE,

78, will not be subject to the apprenticeship ratios in this collective bargaining agreement	FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

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

Group B - Articulating/end dumps (minus $4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats;, Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet

Cranes 180' – 249' - Boom & Jib 180 - 249 feet

Cranes 250' and over - Boom & Jib 250-feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2021sksLoc18hevhwyII

Craft : Operating Engineer **Effective Date :** 08/13/2021 **Last Posted :** 08/13/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Class A	$39.14		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.09	$74.66
Class B	$39.02		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$54.97	$74.48
Class C	$37.98		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$53.93	$72.92
Class D	$36.80		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$52.75	$71.15
Class E	$31.34		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$47.29	$62.96
Master Mechanic	$39.39		$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$55.34	$75.03
Apprentice	**Percent**											
1st Year	50.00	$19.57	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$35.52	$45.31
2nd Year	60.00	$23.48	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$39.43	$51.18
3rd Year	70.00	$27.40	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$43.35	$57.05
4th Year	80.00	$31.31	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$47.26	$62.92
Field Mech Trainee Class 2												
1st year	50.00	$19.57	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$35.52	$45.31
2nd year	60.00	$23.48	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$39.43	$51.18
3rd year	70.00	$27.40	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$43.35	$57.05
4th year	80.00	$31.31	$8.76	$6.25	$0.85	$0.00	$0.00	$0.09	$0.00	$0.00	$47.26	$62.92

Special Calculation Note : Other: Education & Safety Fund is $0.09 per hour.

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.
Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus $4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.
Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete

Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 841

Change # : LCN01-2021sksLoc841

Craft : Painter Effective Date : 11/17/2021 Last Posted : 11/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$28.18		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$43.53	$57.62
Paperhanger	$28.18		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$43.53	$57.62
Painter Spray Gun Operator Any and Al Coatings)	$29.03		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$44.38	$58.90
Swing Scaffold, Bosum Chair, & Window Jacks	$28.93		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$44.28	$58.75
Sandblast, Painting of Standpipes, etc. from Scaffolds Open Structural Steel, Standpipes and Water Towers	$29.43		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$44.78	$59.50
Epoxy Application	$28.83		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$44.18	$58.60
Synthetic Exterior, Lead Abatement, Asbestos Removal	$29.43		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$44.78	$59.50
Apprentice	**Percent**											
1st Year	53.24	$15.00	$6.85	$2.72	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$25.57	$33.07
2nd Year	60.00	$16.91	$6.85	$3.14	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$27.90	$36.35
3rd Year	70.00	$19.73	$6.85	$3.57	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$31.15	$41.01
4th Year	80.00	$22.54	$6.85	$4.34	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$34.73	$46.01

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

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, MEDINA, PORTAGE*, STARK, SUMMIT*, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Summit Cnty: South of and including the Ohio Turnpike, Portage Cnty: North to and including the Ohio Turnpike

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 841 (Finisher/Taper)

Change # : LCN01-2021sksLoc841

Craft : Drywall Finisher **Effective Date :** 11/17/2021 **Last Posted :** 11/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher/PainterTaper	$29.43		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$44.78	$59.50
Apprentice	**Percent**											
1st Year	50.98	$15.00	$6.85	$2.72	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$25.57	$33.08
2nd Year	65.00	$19.13	$6.85	$3.52	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$30.50	$40.06
3rd Year	80.00	$23.54	$6.85	$4.34	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$35.73	$47.51

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

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, MEDINA, PORTAGE*, STARK, SUMMIT*, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Summit County South of and including the Ohio Turnpike, Portage Cnty: North of and including the Ohio Turnpike

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 841 Bridge Painter

Change # : LCN01-2021sksLoc841

Craft : Painter Effective Date : 11/17/2021 Last Posted : 11/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Blaster Class 1	$37.85		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$53.20	$72.12
Class 2 Bridge Painter, Rigger, Containment Builder, Spot Blaster	$34.85		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$50.20	$67.62
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (0-5 Years Exp)	$27.85		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$43.20	$57.13
Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Dive (5 plusYears Exp).	$30.85		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$46.20	$61.63
Class 4 Concrete Sealing, Concrete Blasting/Power Washing/Etc.	$30.85		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$46.20	$61.63
Class 5 Quality Control/QualityAssurance Traffic Safety, Competent Person.	$30.85		$6.85	$7.50	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$46.20	$61.63
Apprentice	**Percent**											
1st Year	50.01	$18.93	$6.85	$2.72	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$29.50	$38.96
2nd Year	60.00	$22.71	$6.85	$3.14	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$33.70	$45.06
3rd year	70.00	$26.50	$6.85	$3.57	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$37.92	$51.16
4th Year	80.00	$30.28	$6.85	$4.34	$0.35	$0.00	$0.65	$0.00	$0.00	$0.00	$42.47	$57.61

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

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

CARROLL, COSHOCTON, HOLMES, MEDINA, PORTAGE*, STARK, SUMMIT*, TUSCARAWAS, WAYNE

Special Jurisdictional Note : Summit County: South of and including the Ohio Turnpike, Portage County: North to and including the Ohio Turnpike

Details :

Class 1 – Abrasive blasting of any kind
Class 2 – Bridge painting, coating applications of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building and all remedial/ spot blasting.
Class 3 – Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, truck, etc. Load and unloading trucks, handle materials, man safety boats, handle traffic control, clean up/ vacuum abrasive blast materials and related tasks.
Class 4 – All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc.
Class 5 – Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter Effective Date : 06/10/2015 Last Posted : 06/10/2015

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Painter Metal Polisher											
Top Helper Class A	$19.09	$3.65	$0.00	$0.00	$0.66	$0.00	$0.00	$0.00	$0.00	$23.40	$32.94
Top Helper Class B	$19.09	$3.65	$0.65	$0.00	$1.03	$0.00	$0.37	$0.00	$0.00	$24.79	$34.33
Top Helper Class C	$19.09	$3.65	$1.00	$0.00	$1.76	$0.00	$0.37	$0.00	$0.00	$25.87	$35.41
Helper Class A	$14.69	$3.65	$0.00	$0.00	$0.51	$0.00	$0.00	$0.00	$0.00	$18.85	$26.19
Helper Class B	$14.69	$3.65	$0.65	$0.00	$0.79	$0.00	$0.28	$0.00	$0.00	$20.06	$27.40
Helper Class C	$14.69	$3.65	$1.00	$0.00	$1.64	$0.00	$0.28	$0.00	$0.00	$21.26	$28.60
New Hire 90 Days	$11.00	$3.65	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.65	$20.15

Special Calculation Note : Other is Sick and Personal Time

Ratio :

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

VAN WERT, VINTON, WARREN, WASHINGTON,
WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.
Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

.

Class A Workers: Less than 1 Year of Service.
Class B Workers: More than 1 and less than 8 Years of Service.
Class C Workers: More than 8 Years of Service.

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

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 (A) Sign

Change # : CN01-2009Loc639A

Craft : Painter Effective Date : 03/06/2009 Last Posted : 03/06/2009

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Sign Erector	$19.98		$4.46	$1.00	$0.25	$1.68	$0.00	$0.00			$27.37	$37.36
Serviceman	$19.98		$4.46	$1.00	$0.25	$1.68	$0.00	$0.00			$27.37	$37.36
Metal Sign Fabricator	$19.98		$4.46	$1.00	$0.25	$1.68	$0.00	$0.00			$27.37	$37.36
Neon Bender Pattern Maker	$19.98		$4.46	$1.00	$0.25	$1.68	$0.00	$0.00			$27.37	$37.36
Computer Operator	$18.98		$4.46	$1.00	$0.25	$1.61	$0.00	$0.00			$26.30	$35.79
Router	$18.98		$4.46	$1.00	$0.25	$1.61	$0.00	$0.00			$26.30	$35.79
Plastic Wood Fabricator	$18.98		$4.46	$1.00	$0.25	$1.61	$0.00	$0.00			$26.30	$35.79
Vinyl Applicator	$18.98		$4.46	$1.00	$0.25	$1.61	$0.00	$0.00			$26.30	$35.79
Apprentice For Sign Service, Metal,Neon,Pattern	**Percent**											
1000 hrs	50.00	$9.99	$4.46	$1.00	$0.25	$1.03	$0.00	$0.00			$16.73	$21.73
2000 hrs	55.00	$10.99	$4.46	$1.00	$0.25	$0.37	$0.00	$0.00			$17.07	$22.56
3000 hrs	60.00	$11.99	$4.46	$1.00	$0.25	$0.37	$0.00	$0.00			$18.07	$24.06
4000 hrs	65.00	$12.99	$4.46	$1.00	$0.25	$0.37	$0.00	$0.00			$19.07	$25.56
5000 hrs	70.00	$13.99	$4.46	$1.00	$0.25	$0.37	$0.00	$0.00			$20.07	$27.06
6000 hrs	85.00	$16.98	$4.46	$1.00	$0.25	$0.37	$0.00	$0.00			$23.06	$31.55
7000 hrs	90.00	$17.98	$4.46	$1.00	$0.25	$0.37	$0.00	$0.00			$24.06	$33.05

Special Calculation Note : Apprentice Rates For: Computer Operator, Router, Plastic-Wood Fabricator Vinyl Application

1000 hrs 50% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.99
2000 hrs 55% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.37
3000 hrs 65% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.37

4000 hrs 50% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.37
5000 hrs 70% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.37
6000 hrs 85% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.37
7000 hrs 90% plus ($4.46 h&w)+($1.00 pension)+($.25 apprentice training) + vacation $0.37

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT

Special Jurisdictional Note :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

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

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

Class D											

Special Calculation Note : Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :
Class A: less that 1 year.
Class B: 1-3 years.
Class C; 3-10 years.
Class D: More than 10 years.

Prevailing Wage Rate
Skilled Crafts

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

Change # : CN01-2006Loc639Cleve

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

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

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :
ALLEN, ASHLAND, ASHTABULA, AUGLAIZE, BELMONT, CARROLL, CHAMPAIGN, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DEFIANCE, ERIE, FULTON, GEAUGA, GUERNSEY, HANCOCK, HARDIN, HARRISON, HENRY, HOLMES, HURON, JEFFERSON, KNOX, LAKE, LOGAN, LORAIN, LUCAS, MAHONING, MARION, MEDINA,

MERCER, MONROE, MORROW, NOBLE, OTTAWA, PAULDING, PIKE, PORTAGE, PUTNAM, RICHLAND, SANDUSKY, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, VAN WERT, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 (D) Sign

Change # : CN01-2005Loc639D

Craft : Painter Effective Date : 12/12/2005 Last Posted : 12/12/2005

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Painter Sign Erector	$15.25		$3.65	$1.45	$0.10	$1.34	$0.00	$0.00			$21.79	$29.41
Sign Fabricator	$15.25		$3.65	$1.45	$0.10	$1.34	$0.00	$0.00			$21.79	$29.41
Serviceman	$15.25		$3.65	$1.45	$0.10	$1.34	$0.00	$0.00			$21.79	$29.41
Apprentice	**Percent**											
0-6 Months	60.00	$9.15	$3.65	$1.45	$0.10	$0.94	$0.00	$0.00			$15.29	$19.87
6-12 Months	65.00	$9.91	$3.65	$1.45	$0.10	$0.99	$0.00	$0.00			$16.10	$21.06
12-18 Months	70.00	$10.67	$3.65	$1.45	$0.10	$1.04	$0.00	$0.00			$16.91	$22.25
18-24 Months	75.00	$11.44	$3.65	$1.45	$0.10	$1.09	$0.00	$0.00			$17.73	$23.45
24-30 Months	80.00	$12.20	$3.65	$1.45	$0.10	$1.14	$0.00	$0.00			$18.54	$24.64
30-36 Months	85.00	$12.96	$3.65	$1.45	$0.10	$1.19	$0.00	$0.00			$19.35	$25.83
36-42 Months	90.00	$13.73	$3.65	$1.45	$0.10	$1.24	$0.00	$0.00			$20.16	$27.03
42-48 Months	95.00	$14.49	$3.65	$1.45	$0.10	$1.29	$0.00	$0.00			$20.98	$28.22

Special Calculation Note : Add .75 cents increase per hour for high pay over 40 feet.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

3 Journeymen to 1 Apprentice	CARROLL, COSHOCTON, HOLMES, KNOX, STARK, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

Change # : LCN01-2020fbLoc94

Craft : Plumber/Pipefitter Effective Date : 06/04/2020 Last Posted : 06/04/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	$35.78		$8.58	$5.94	$0.77	$0.00	$6.05	$0.19	$0.00	$0.00	$57.31	$75.20
Apprentice Hired After 05-01-2017												
1st Year	$14.31		$8.58	$0.00	$0.77	$0.00	$3.03	$0.19	$0.00	$0.00	$26.88	$34.03
2nd Year	$17.89		$8.58	$0.50	$0.77	$0.00	$3.03	$0.19	$0.00	$0.00	$30.96	$39.91
3rd Year	$21.47		$8.58	$0.50	$0.77	$0.00	$2.69	$0.19	$0.00	$0.00	$34.20	$44.93
4th Year	$25.05		$8.58	$0.74	$0.77	$0.00	$4.23	$0.19	$0.00	$0.00	$39.56	$52.09
5th Year	$28.62		$8.58	$0.75	$0.77	$0.00	$4.23	$0.19	$0.00	$0.00	$43.14	$57.45
Apprentice If Hired Before 5-01-2017	**Percent**											
5th 6 months	60.00	$21.47	$8.58	$0.50	$0.77	$0.00	$1.79	$0.19	$0.00	$0.00	$33.30	$44.03
6th 6 months	65.00	$23.26	$8.58	$0.50	$0.77	$0.00	$1.79	$0.19	$0.00	$0.00	$35.09	$46.72
7th 6 months	75.00	$26.83	$8.58	$0.50	$0.77	$0.00	$1.79	$0.19	$0.00	$0.00	$38.67	$52.08
8th 6 months	80.00	$28.62	$8.58	$0.50	$0.77	$0.00	$1.79	$0.19	$0.00	$0.00	$40.45	$54.77
9th 6 months	85.00	$30.41	$8.58	$0.50	$0.77	$0.00	$1.79	$0.19	$0.00	$0.00	$42.24	$57.45
10th 6 monthsr	90.00	$32.20	$8.58	$0.50	$0.77	$0.00	$1.79	$0.19	$0.00	$0.00	$44.03	$60.13

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :
CARROLL*, STARK, WAYNE

3 Journeyman to 1 Apprentice Thereafter

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 94

Change # : LCN01-2021sksLoc94

Craft : Plumber/Pipefitter **Effective Date :** 11/24/2021 **Last Posted :** 11/24/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	$36.33		$8.83	$6.19	$0.77	$0.00	$6.30	$0.10	$0.00	$0.00	$58.52	$76.68
Apprentice Hired After 05-01-2017												
1st Year	$14.53		$8.83	$0.00	$0.77	$0.00	$3.15	$0.10	$0.00	$0.00	$27.38	$34.65
2nd Year	$18.17		$8.83	$0.50	$0.77	$0.00	$3.15	$0.10	$0.00	$0.00	$31.52	$40.61
3rd Year	$21.80		$8.83	$0.50	$0.77	$0.00	$3.15	$0.10	$0.00	$0.00	$35.15	$46.05
4th Year	$25.43		$8.83	$0.50	$0.77	$0.00	$4.73	$0.10	$0.00	$0.00	$40.36	$53.07
5th Year	$29.06		$8.83	$0.50	$0.77	$0.00	$4.55	$0.10	$0.00	$0.00	$43.81	$58.34
Apprentice If Hired Before 5-01-2017	**Percent**											
5th yr 1st 6mos	85.00	$30.88	$8.83	$0.50	$0.77	$0.00	$1.82	$0.10	$0.00	$0.00	$42.90	$58.34
5th yr 2nd 6 months	90.00	$32.70	$8.83	$0.50	$0.77	$0.00	$1.82	$0.10	$0.00	$0.00	$44.72	$61.07

Special Calculation Note : Other is International Training Fund.

Ratio :

1 Journeymen to 2 Apprentice
4 Journeymen to 3 Apprentice
6 Journeymen to 4 Apprentice
9 Journeymen to 5 Apprentice
11 Journeyman to 6 Apprentice

3 Journeyman to 1 Apprentice Thereafter

Jurisdiction (* denotes special jurisdictional note) :
CARROLL*, STARK, WAYNE

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Roofer Local 88

Change # : LCN01-2021fbLoc88

Craft : Roofer Effective Date : 06/09/2021 Last Posted : 06/09/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	$27.47		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$48.25	$61.99
HELPERS												
Helper -500 Hrs. 1st 6 months	$15.38		$2.25	$0.00	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$19.71	$27.40
Helper - 500 Hrs. 2nd 6 months	$17.03		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$37.81	$46.33
2nd year Helper	$18.68		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$39.46	$48.80
3rd year Helper	$20.33		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$41.11	$51.27
4th year Helper	$21.98		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$42.76	$53.75
5th year Helper	$23.62		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$44.40	$56.21
6th year Helper	$25.27		$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$46.05	$58.69
Apprentice	**Percent**											
1st 6 months w/500 hrs	56.00	$15.38	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$36.16	$43.85
2nd 6 months w/500 hrs	62.00	$17.03	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$37.81	$46.33
3rd 6 months w/500 hrs	68.00	$18.68	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$39.46	$48.80
4th 6 months w/500 hrs	74.00	$20.33	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$41.11	$51.27
5th 6 months w/500 hrs	80.00	$21.98	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$42.76	$53.74

6th 6 months w/500 hrs	86.00	$23.62	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$44.40	$56.22
7th 6 months w/500 hrs	92.00	$25.27	$8.90	$9.80	$0.40	$0.00	$1.50	$0.18	$0.00	$0.00	$46.05	$58.69

Special Calculation Note : Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid $.25 more per hour.
Other $0.18 is for C.I.D.B.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron)

Change # : LCN02-2021fbLoc33Akron

Craft : Sheet Metal Worker **Effective Date :** 08/01/2021 **Last Posted :** 07/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$32.65		$9.00	$13.04	$0.93	$0.00	$7.20	$0.00	$0.00	$0.00	$62.82	$79.14
Industrial Door	$23.36		$8.27	$5.44	$0.17	$0.00	$2.15	$0.00	$0.00	$0.00	$39.39	$51.07
Apprentice Helper Trainee												
1st 60 Days Probationary Period	$12.15		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12.15	$18.23
61 days-12 Months	$13.55		$8.27	$1.88	$0.17	$0.00	$1.41	$0.00	$0.00	$0.00	$25.28	$32.06
2nd Year	$15.89		$8.27	$1.88	$0.17	$0.00	$1.59	$0.00	$0.00	$0.00	$27.80	$35.75
3rd Year	$17.05		$8.27	$1.88	$0.17	$0.00	$1.69	$0.00	$0.00	$0.00	$29.06	$37.59
4th Year	$18.69		$8.27	$1.88	$0.17	$0.00	$1.80	$0.00	$0.00	$0.00	$30.81	$40.16
5th Year	$20.09		$8.27	$1.88	$0.17	$0.00	$1.91	$0.00	$0.00	$0.00	$32.32	$42.37
Apprentice	**Percent**											
Apprentice												
1st year	45.00	$14.69	$9.00	$3.54	$0.17	$0.00	$0.00	$0.00	$0.00	$0.00	$27.40	$34.75
2nd year	50.00	$16.32	$9.00	$3.93	$0.93	$0.00	$3.60	$0.00	$0.00	$0.00	$33.78	$41.95
3rd year	55.00	$17.96	$9.00	$4.32	$0.93	$0.00	$3.60	$0.00	$0.00	$0.00	$35.81	$44.79
4th year	65.00	$21.22	$9.00	$5.11	$0.93	$0.00	$3.60	$0.00	$0.00	$0.00	$39.86	$50.47
5th year	80.00	$26.12	$9.00	$6.29	$0.93	$0.00	$3.60	$0.00	$0.00	$0.00	$45.94	$59.00

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

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 33 (Akron) Decking

Change # : CN01-2009Loc33(Akron)Deck

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

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

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

3 Journeymen To 1 Apprentice	ASHLAND, CARROLL, COSHOCTON, CRAWFORD, HOLMES, MEDINA, PORTAGE, RICHLAND, STARK, SUMMIT, TUSCARAWAS, WAYNE

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2022sksLoc669

Craft : Sprinkler Fitter Effective Date : 04/06/2022 Last Posted : 04/06/2022

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	$43.75		$10.99	$7.10	$0.52	$0.00	$5.12	$0.00	$0.00	$0.00	$67.48	$89.35
Apprentice Indentured after April 1, 2013	**Percent**											
ClLASS 1	45.00	$19.69	$7.85	$0.00	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$28.06	$37.90
CLASS 2	50.02	$21.88	$7.85	$0.00	$0.52	$0.00	$0.00	$0.00	$0.00	$0.00	$30.25	$41.20
CLASS 3	54.43	$23.81	$10.99	$7.10	$0.52	$0.00	$1.15	$0.00	$0.00	$0.00	$43.57	$55.48
CLASS 4	59.43	$26.00	$10.99	$7.10	$0.52	$0.00	$1.15	$0.00	$0.00	$0.00	$45.76	$58.76
CLASS 5	64.43	$28.19	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$48.20	$62.29
CLASS 6	69.43	$30.38	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$50.39	$65.57
CLASS 7	74.43	$32.56	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$52.57	$68.85
CLASS 8	79.42	$34.75	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$54.76	$72.13
CLASS 9	84.43	$36.94	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$56.95	$75.42
CLASS 10	89.44	$39.13	$10.99	$7.10	$0.52	$0.00	$1.40	$0.00	$0.00	$0.00	$59.14	$78.70

Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW,

MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Bldg & HevHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCRO1-2021fbBldgHevHwy

Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	$29.24		$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.44	$60.06
Apprentice	**Percent**											
First 6 months	80.00	$23.39	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.59	$51.29
7-12 months	85.00	$24.85	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.05	$53.48
13-18 months	90.00	$26.32	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.52	$55.67
19-24 months	95.00	$27.78	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$43.98	$57.87
25-30 months	100.00	$29.24	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.44	$60.06

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN,

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate
Skilled Crafts

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

Change # : LCRO1-2021fbBldgHevHwy

Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks-Asphalt-Oil Spray bar men- 5 Axle & Over -Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	$29.66		$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.86	$60.69
Apprentice	**Percent**											
First 6 months	80.00	$23.73	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$39.93	$51.79
7-12 months	85.00	$25.21	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$41.41	$54.02
13-18 months	90.00	$26.69	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$42.89	$56.24
19-24 months	95.00	$28.18	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$44.38	$58.47
25-30 months	100.00	$29.66	$7.50	$8.50	$0.20	$0.00	$0.00	$0.00	$0.00	$0.00	$45.86	$60.69

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

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN,

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

Special Jurisdictional Note :

Details :

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

Appendix C

Market Ave. S. Streetscape, Ph. 3, GP 1319
Contract and Specifications
Detailed Specification

Railroad Crossings

The Project includes the installation of two casing conduits, with internal carrier conduits for communications and electric cables, in Market Ave. S crossing under the Norfolk Southern Railroad (NS); one along the west side of Market Ave. S and the second along the east side of Market Ave. S. See the Norfolk Southern Railroad Coordination note on the General Notes sheet, and the Railroad Crossing Details sheet of the Market Avenue South Streetscape, Phase 3, GP 1319 construction plans.

The City will acquire the necessary permits prior to construction of the railroad crossing.

The Contractor shall be responsible for all coordination and submittal of all necessary documents to NS. Contractor shall include the City Engineer in all communications with NS. The Contractor shall pay all NS costs beyond the Permit Application.

Insurance. Before commencing work located on the railroad property, the contractor must procure the required Railroad Protective Liability insurance with Norfolk Southern listed as the insured; or the contractor may purchase the insurance through the NS Risk Management program [typically a cost of $1,900.00 for one year coverage].

Contractor must conduct and coordinate all work within the railroad right-of-way so as not to impede or adversely affect the railroad facilities or rail service. Work within the railroad right-of-way must conform to the Project construction plans, NS specifications, permits, and/or agreements.

The following NS Documents have been included in Appendix C of the Market Avenue South Streetscape, Phase 3, GP 1319 Contract and Specifications Book:

- NSCE-8 Specifications for Pipeline Occupancy and Conduit Occupations
- NS Work Safety Requirements for 3rd Party Pipe and Wire Installations

APPENDIX C
Market Ave. S. Streetscape, Ph. 3,
GP 1319
Contract and Specifications

SPECIFICATIONS

FOR

PIPELINE OCCUPANCY

OF

NORFOLK SOUTHERN CORPORATION

PROPERTY

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Specifications for Pipeline Occupancy of Norfolk Southern Property

1.0 GENERAL

1.1 Scope

A. This specification shall apply to the design and construction of pipelines carrying flammable or non-flammable substances. This specification shall also apply to tracks owned by others (sidings, industry tracks, etc.) over which NS operates its equipment.

B. It is to be clearly understood that NS owns its right-of-way for the primary purpose of operating a railroad. All occupancies shall therefore be designed and constructed so that rail operations and facilities are not interfered with, interrupted or endangered. In addition, the proposed facility shall be located to minimize encumbrance to the right-of-way so that the railroad will have unrestricted use of its property for current and future operations.

1.2 Definitions

A. NS	-	Norfolk Southern Corporation
B. Applicant	-	Individual, corporation or municipality desiring occupancy of NS property
C. Professional Engineer	-	Engineer licensed in the state where the facilities are to be constructed
D. Carrier Pipe	-	Pipe used to transport the product
E. Casing Pipe	-	Pipe through which the carrier pipe is installed
F. Sidings or industry tracks	-	Tracks located off NS's right-of-way, serving an industry

1.3 Application for Occupancy

A. Individuals, corporations, or municipalities desiring occupancy of NS property by pipeline occupations must agree, upon approval of the engineering and construction details by NS, to execute an appropriate NS occupational license and pay any required fees and/or rentals specified therein.

B. The application process and guidelines for a pipeline crossing occupancy can be found at www.nscorp.com, then follow links for "Customers", "Real Estate", "Wireline/Pipeline and Fiber Optics"

C. All applications shall be submitted through the web based application portal at https://ns.railprospermitting.com with a PDF copy of all design and construction plans, and a PDF copy of all specifications and engineering computations for the proposed occupancy. On extensive projects, only those plans involving work on, or affecting NS property and operations, shall be submitted. Included shall be a plan showing the extent of the total project upon which that portion of the work affecting NS is clearly defined.

D. All of the above plans, specifications and computations must be prepared by and bear the seal of a Professional Engineer licensed in the state the project is located.

1.4 Right of Entry

A. No entry upon NS property for the purpose of conducting surveys, field inspections, obtaining soils information or any other purposes associated with the design and construction for the proposed occupancy, will be permitted without a proper entry permit prepared by NS. The applicant must pay the associated fees and execute the entry permit.

B. It is to be clearly understood that the issuance of an entry permit does not constitute authority to proceed with any construction. Construction cannot begin until a formal agreement is executed by NS and the applicant receives permission to proceed with the work, from the designated construction monitoring agency of NS.

C. The application for a Right of Entry permit shall be obtained at www.nscorp.com, then follow links for Real Estate > NS Services > Access NS Property.

1.5 Site Inspection

A. For longitudinal occupancy of NS property, a site inspection along the proposed pipeline route may be required before final design plans are prepared. When a site inspection is required, the applicant and/or his engineer must meet with representatives of NS to view the entire length of the proposed occupancy.

B. Prior to the site inspection the applicant must submit the following information through the application portal:

(1) A plan view of the proposed route showing all tracks, both NS right-of-way lines and all other facilities located on the right-of-way. The distance from the proposed pipeline to the adjacent track and to the right-of-way lines must be shown.

(2) A complete "Pipe Data Sheet" (See Plate I)

(3) Typical cross sections along the proposed route. (See Plate V)

C. Site inspections for pipe crossings are not required unless, in the opinion of NS, the size and location of the facility warrant an inspection.

1.6 Information Required for Submission

1.6.1 Plans and Computations

A. Plans for proposed pipeline occupancies shall be submitted to and approved by NS prior to NS issuance of an agreement and start of construction.

B. Plans are to be prepared in 11" x 17" size and submitted in a PDF format. Failure of the applicant to comply with these requirements may be sufficient cause for rejection of the application.

C. Plans shall be drawn to scale, dimensioned with US Customary Units, and shall include the following (See Plates I to IX):

(1) Plan view of proposed pipeline in relation to all NS facilities and facilities immediately adjacent to

NS including, but not limited to, tracks, buildings, signals, pole lines, other utilities and all other facilities that may affect or influence the pipeline design and construction. (See Plate II)

(2) The location, in feet, of the pipe crossing from the nearest centerline of an NS bridge, giving the NS bridge number. If the above is not available, provide distance to the nearest highway grade crossing of the railroad and the DOT number posted at the highway grade crossing, if available.

(3) In all cases, the name of the State and County in which the proposed facilities are located must be shown. In States where Townships, Ranges and Sections are used, show the distance in feet to the nearest Section line and identify the Section number, Township and Range.

(4) The profile of the ground above the centerline of the pipe, from field survey, showing relationship of the pipeline and/or casing pipe to the ground levels, the tracks and other facilities, (See Plate III). For longitudinal occupations, the top of rail profile of the adjacent track shall be shown on the pipeline profile, (see Plate IV).

(5) All NS property lines indicated by dimensions, in feet, to the centerline of adjacent track, as well as the overall width of the NS right-of-way. If the pipeline is in a public highway, the limits of the dedicated highway right-of-way, as well as the limits of any paving, sidewalks etc., shall be defined, by dimensions in feet, from the centerline of the dedicated right-of-way,

(6) The angle of the crossing in relation to the centerline of the tracks(s). (See Plate II)

(7) On pipelines having valves, the distance in feet along the pipeline from the crossing to the nearest valves and/or control stations.

(8) A separate "Pipe Data Sheet" (See Plate I) shall be submitted on an 8 ½" x 11" sheet, for each crossing.

D. The plan shall be specific, on NS property and under tracks that are not on NS property, as to the:

(1) Method of installation. (See Section 5.1)

(2) Size and material of the casing pipe. (See Section 4.3)

(3) Size and material of the carrier pipe. (See Section 4.4)

These items **cannot** have an alternative and any application that is received that indicates options in any of the above items **will not be processed.**

E. Once the application has been approved by NS, no variance from the plans, specifications, method of installation, construction, etc., as approved in the occupancy document, will be considered or permitted without the payment to NS of additional fees for the re-processing of the application.

F. All plans and computations associated with the work under the agreement shall be prepared by, and bear the seal of, a licensed Professional Engineer in the state where the work will take place. If not so imprinted, the application will be given no further consideration. This requirement also applies to all data submitted by the applicant's contractor. Contractor's plans and computations that are not stamped will be returned and construction will not be permitted to proceed.

1.6.2 Specifications

A. Project specifications, for all work on and affecting the NS right-of-way, shall be included with the submission. All pertinent requirements of this document shall be included.

1.7 Notification to Proceed with Construction

A. After approval of the engineering plans and specifications and execution of the occupational agreement, the applicant will be notified of the appropriate NS representative that must be contacted prior to start of construction. The NS representative will coordinate all other construction aspects of the project that relate to NS, including but not limited to, construction monitoring, flagging, track work, and protection of signal cables.

2.0 GENERAL REQUIREMENTS

2.1 Use of a Casing Pipe

A. A casing pipe will be required for all pipeline crossings carrying liquid flammable or non-flammable substances under pressure.

B. For flammable and nonflammable gas pipelines the casing pipe may be omitted provided the carrier pipe meets the requirements provided in the AREMA Manual Chapter 1, Part 5, Section 5.2.3. NS may require use of a casing pipe at locations where increased risks from specific site conditions (track speed, traffic density, etc.) are present.

C. Pressure pipelines that do not cross under the track but are located within 30 feet of the centerline of any track or closer than 45 feet to nearest point of any bridge, building or other important structure, shall be encased.

D. The casing pipe shall be laid across the entire width of the right-of-way, except where a greater length is required to comply with Section 4.3.1.F. of this specification, even though such extension is beyond the right-of-way. For non-pressure sewer or drainage crossing, where a casing is used for carrier pipe installation purposes only, the casing need only to extend from the boring pit to the receiving pit.

2.2 Location of Pipeline on the Right-of-Way

A. Pipelines laid longitudinally on NS right-of-way shall be located as far as practicable from any tracks or other important structures and as close to the railroad property line as possible. Longitudinal pipelines must not be located in earth embankments or within ditches located on the right-of-way.

B. Pipelines shall be located, where practicable, to cross tracks at approximate right angles to the track, but preferably at not less than 45 degrees.

C. Pipelines shall not be placed within a culvert, under railroad bridges, nor closer than 50 feet to any portion of any railroad bridge, building, or other important structure, except in special cases, and then by special design, as approved by NS Engineering.

D. Pipelines shall not be located within 50 feet of a turnout (switch) when crossing the track. The limits of the turnout extend from the point of the switch to the last long timber.

E. Pipeline shall not be located within 50 feet of a control point area. The limits of the control point area are governed by the signal system regulating the control point.

F. Pipeline installations shall not be designed as an open cut installation where the pipeline is to be located within the limits of a grade crossing. If it is shown that no other method of installation is possible, the applicant will be responsible for reimbursing NS for all costs associated with the removal and reconstruction of the grade crossing.

G. Pipelines carrying liquefied petroleum gas shall, where practicable, cross the railroad where tracks are carried on embankment.

H. Longitudinal uncased gas pipelines must not be located within 30 feet of any track.

2.3 Depth of Installation

2.3.1 Pipelines Conveying Non-Flammable Substances

A. Casing/carrier pipes placed under NS track(s) shall be not less than 5 ½ feet from base of rail to top of pipe at its closest point, except that under sidings or industry tracks this distance may be 4 ½ feet as approved by NS. On other portions of the right-of-way, where the pipe is not directly beneath any track, the depth from ground surface will be 4 feet or from bottom of ditch to top of pipe shall not be less than 3 feet.

B. Pipelines laid longitudinally on NS right-of-way, 50 feet or less from centerline track, shall be buried not less than 4 feet from ground surface to top of pipe. Where the pipeline is laid more than 50 feet from centerline of track, the minimum cover shall be at least 3 feet.

2.3.2 Pipelines Conveying Flammable Substances

A. Casing pipes under NS track(s) shall be not less than 5 ½ feet from base of rail to top of pipe at its closest point, except that under sidings or industry tracks this distance may be 4 ½ feet as approved by NS. On other portions of the right-of-way, where the pipe is not directly beneath any track, the depth from ground surface will be 4 feet or from bottom of ditch to top of pipe shall not be less than 3 feet.

B. Uncased gas pipelines, under NS track(s), shall not be less than 10 feet from the base of rail to the top of the pipe at its closest point. At all other locations where crossing the right-of-way, the minimum ground cover must be 6 feet. Where it is not possible to obtain the above depths, use of a casing pipe will be required.

C. Pipelines laid longitudinally on NS's right-of-way, 50 feet or less from centerline track, shall be buried not less than 6 feet from ground surface to top of pipe. Where the pipeline is laid more than 50 feet from centerline of track, the minimum cover shall be at least 5 feet.

2.4 Pipelines Within Limits of a Dedicated Highway

A. Pipelines within the limits of a dedicated highway are subject to all the requirements of this specification and must be designed and installed in accordance with them.

B. The limits of the dedicated highway (right-of-way) must be clearly shown on the plans.

C. Construction cannot begin until an agreement has been executed between NS and the applicant and proper notification has been given to NS 's authorized representative. (See Section 1.7)

D. Pipelines shall maintain a minimum horizontal clearance of 4-feet, or if within 4-feet, a minimum vertical clearance of 10-feet from the base of any railroad signal apparatus.

2.5 Modification of Existing Facilities

A. Any replacement or modification of an existing carrier pipe and/or casing shall be considered as anew installation, subject to the requirements of this specification.

2.6 Abandoned Facilities

A. The owner of all abandoned pipe crossings and other occupancies shall notify NS in writing of the intention to abandon. The owner of pipe crossings and other occupancies shall submit to NS a request to abandon through the application portal and shall include its abandonment plans.

B. Abandoned pipelines shall be removed or completely filled with cement grout, compacted sand or other methods as approved by NS.

C. Abandoned manholes and other structures shall be removed to a minimum distance of 3 feet below finished grade and completely filled with cement grout or compacted sand.

2.7 Conflict of Specifications

A. Where laws or orders of public authority prescribe a higher degree of protection than specified herein, then the higher degree so prescribed shall be deemed a part of this specification.

2.8 Insulation

A. Pipelines and casings shall be suitably insulated from underground conduits carrying electric wires on NS property.

2.9 Corrosion Protection and Petroleum Leak Prevention

A. Pipelines on NS property that carry petroleum products or hazardous liquids shall be designed in accordance with current federal, state and/or local regulations that mandate leak detection automatic shutoff, leak monitoring, and sacrificial anodes and/or exterior coatings to minimize corrosion and prevent petroleum releases.

3.0 SOIL INVESTIGATION

3.1 General

A. Test borings or other soil investigations approved by NS shall be made to determine the nature of the underlying material for all pipe crossings 60 inches in diameter and larger under track(s). (See section 1.4 relative to procedures)

B. Test borings or other soil investigations, approved by NS, may be required when, in the judgement of NS, they are necessary to determine the adequacy of the design and construction of pipe crossings less than 60 inches in diameter and for other facilities located on the right-of-way.

3.2 Location

A. Borings shall be made on each side of the track(s), on the centerline of the pipe crossing, and as close to the track(s) as practicable. (See Section 1.4 relative to procedures)

B. Test boring logs shall be accompanied with a plan, drawn to scale, showing the location of the borings in relation to the track(s) and the proposed pipe.

3.3 Sampling

A. Test borings shall be conducted by a qualified firm using current methods approved by ASTM for soil sampling. Boring logs and soil data shall be accompanied by an analysis of the pertinent soil characteristics and their impact on the project as it relates to the railway by a certified Geologist or licensed Professional Engineer

3.4 Boring Logs

A. Test boring logs shall clearly indicate all of the following:

(1) Boring number as shown on the required boring location plan.

(2) Ground elevation at each boring using same datum as the pipeline construction plans.

(3) Engineering description of soils or rock encountered.

(4) Depth and percent recovery of all soil samples.

(5) Depth from surface for each change in strata.

(6) Blows for each 6 inches (152mm) of penetration for the standard penetration test described in ASTM D 1586. Blows for lesser penetrations should be recorded.

(7) Percent recovery and Rock Quality Designation (RQD) for all rock cores.

(8) Depth to ground water while sampling and when it has stabilized in the bore hole.

B. The location of the carrier pipe and/or casing pipe shall be superimposed on the boring logs before submission to NS.

C. All borings shall be sealed, for their full depth, with a 4-3-1 bentonite-cement-sand grout after accurate ground water readings have been taken and recorded.

D. Soil samples taken from auger vanes or return wash water are not acceptable.

3.5 Additional Information

A. When directed by NS, additional borings may be required for the purpose of taking undisturbed thin-wall piston samples or Dennison type samples for laboratory testing to determine the index and engineering properties of certain soil strata.

B. The geotechnical report shall access the risk of frac-out. Information required to evaluate such a risk includes but not limited to the following:

(1) Maximum allowable fluid pressure
(2) Minimum depth of bore
(3) Expected drilling fluid pressure
(4) Pressure exerted by overburden
(5) Potential for type of soil to have fissures

4.0 DESIGN REQUIREMENTS

4.1 Design Loads

4.1.1 General Requirements

A. All pipes, manholes and other facilities shall be designed for the external and internal loads to which they will be subjected.

B. To allow for placement of additional track(s) or shifting of the existing track(s), all proposed pipelines or structures shall be designed as if a railroad loading is directly above the facility.

4.1.2 Earth Load

A. The dead load of the earth shall be considered as 120 pounds per cubic foot unless soil conditions warrant the use of a higher value.

4.1.3 Railroad Load (Live Load Impact)

A. The railroad live load used shall be a Cooper E-80 loading. This loading consists of 80-kip axle loads spaced 5 feet on centers.

B. An impact factor of 1.75 (multiply live load by the impact factor) shall be used for depth of cover up to 5 feet. Between 5 and 30 feet, the impact factor is reduced by 0.03 per foot of depth. Below a depth of 30 feet, the impact factor is one.

C. The values shown in Table shall be used for the vertical pressure on a buried structure for the various heights of cover.

Table 1

Live loads, including impact, for various heights of cover for a Cooper E-80 loading.

Height of Cover	Load
Feet	lb/sq ft
2	3800
3	3150
4	2850
5	2550
6	2250
7	1950
8	1700
9	1500
10	1300
12	1000
14	800
16	625
18	500
20	400
25	250
30	150

D. To determine the horizontal pressure caused by the railroad loading on a sheet pile wall or other structure adjacent to the track, the Boussinesq analysis shall be used. The load on the track shall be taken as a strip load with a width equal to the length of the ties, 8 ½ feet. The vertical surcharge, q (psf), caused by each axle, shall be uniform and equal to the axle load divided by the tie length and the axle spacing, 5 feet. For the E-80 loading results in;

$Q = 80{,}000 / (8.5 \times 5) = 1882$ psf. ($q = 356 / (2.591 \times 1.524) = 90.1$ kPa)

The horizontal pressure due the live load surcharge at any point on the wall or other structure is p_h and can be calculated by the following:

$p_h = (2q/\pi)\,(\beta - \sin\beta\,(\cos 2\alpha))$ (See PLATE IX)

E. The vertical and horizontal pressures given above shall be used unless an alternate design method is approved by NS. Proposals to use an alternate design method must include acceptable references and a statement explaining the justification for choosing the alternate method.

4.2 Design Assumptions

A. To design a casing pipe or an uncased carrier pipe for the external loads on NS's right-of-way, the following design assumptions shall be used, unless site conditions indicate more conservative values are required:

B. Flexible Pipe (Steel, DIP, CMP, Tunnel Liner Plate)

(1) Steel Pipe (Bored and jacked in place)
- Spangler's Iowa formula shall be used for design with:

(a) Deflection lag factor - $D_\vartheta = 1.5$
(b) Modulus of soil reaction - $E' = 1080$ psi
(c) Bedding constant - $Kb = 0.096$
(d) Soil loading constant - $K_{u'} = 0.13$
(e) Allowable deflection of pipe - 3% of pipe diameter

(2) Ductile Iron Pipe (Open Cut)
- ANSI Specification A 21.50 shall be used for design with:

(a) Pipe laying condition = type 3 (see Sec. 5.1.2 for backfill requirements on RR R/W)
(b) Earth load – ANSI A 51.50 prism method

(3) Corrugated Steel Pipe & Corrugated Structural Steel Plate Pipe (Open Cut)
- AREMA Chapter 1, Part 4, Sections 4.9 & 4.10 shall be used for design with:

(a) Soil stiffness factor - K = 0.33
(b) Railroad impact as per Section 4.1.3b. of this specification

(4) Tunnel Liner Plate (Tunneled)
- AREMA

(a) Soil stiffness factor - K = 0.33
(c) Railroad impact as per Section 4.1.3.b. of this specification.

4.3 Casing Pipe

4.3.1 General Requirements

A. Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length, except at ends of casing where ends are left open, or through vent pipes when ends of casing are sealed. Casing shall be installed so as to prevent the formation of a waterway under the railroad, and with an even bearing throughout its length, and shall slope to one end (except for longitudinal occupancy).

B. The casing pipe and joints shall be of steel and of leakproof construction when the pipeline is carrying liquid flammable products or highly volatile substances under pressure.

C. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For steel pipe casings, the inside diameter of the casing pipe shall be at least 2 inches greater than the largest outside diameter of the carrier pipe joints or couplings, for carrier pipe less than 6 inches in diameter; at least 4 inches greater for carrier pipe 6 inches and over in diameter.

D. A maximum vertical deflection of the casing pipe of 3 percent of its diameter, plus ½ inch clearance shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible casing pipe shall be at least 2 inches greater than the outside diameter of the carrier pipe for pipe less than 8 inches in diameter; at least 3 ¼ inches greater for pipe 8 inches to 16 inches, inclusive, in diameter and at least 4 ½ inches greater for pipe 18 inches and over in diameter.

E. The casing pipe diameter shall not be larger than is necessary to permit the insertion of the carrier pipe.

F. Casing pipe under railroad tracks and across NS's right-of-way shall extend the **greater** of the following distances, measured at right angle to centerline of track:

(1) Across the entire width of the NS right-of-way
(2) 3 feet beyond ditch line
(3) 2 feet beyond toe of slope
(4) A minimum distance of 30 feet from each side of centerline of outside track when casing is sealed at both ends.
(5) A minimum distance of 45 feet from centerline of outside track when casing is open at both ends.
(6) Beyond theoretical railroad embankment line. This line begins at a point, on existing grade, 14 feet horizontally from centerline track and extends downward on a 2 (H) to 1 (V) slope. (See Plate III) The 14 feet is measured from 19 inches below the base of the rail.

G. If additional tracks are constructed in the future, the casing shall be extended correspondingly at the applicant's expense.

4.3.2 Steel Pipe

A. Steel pipe may be installed by open cut, boring or jacking.

B. Steel pipe shall have a specified minimum yield strength, SMYS, of at least 35,000 psi . The ASTM or API specification and grade for the pipe are to be shown on the Pipe Data Sheet (Plate I).

C. Joints between the sections of pipe shall be fully welded around the complete circumference of the pipe.

D. In situations where the applicant can demonstrate a situational need, interlocked joints (commonly known as "Permalok" joints) may be considered in place of fully welded joints. Submissions shall include an engineering analysis of the suitability of the proposed interlocked joint for railroad loading and jacking stresses in the given soil.

E. Steel casing pipe, with a minimum cover of 5 ½ ft., shall have a **minimum** wall thickness as shown in Table 2, unless computations indicate that a thicker wall is required.

Table 2

Pipe Diameter	Cathodically Protected	Uncoated and Unprotected
Nominal Pipe Size	Nominal Wall Thickness	Nominal Wall Thickness
Inches	Inches	Inches
10 and under	0.188	0.188
12 & 14	0.188	0.250
16	0.219	0.281
18	0.250	0.312
20 & 22	0.281	0.344
24	0.312	0.375
26	0.344	0.406
28	0.375	0.438
30	0.406	0.469
32	0.438	0.500
34 &36	0.469	0.532
38	0.500	0.562
40	0.531	0.594
42	0.562	0.625
44 & 46	0.594	0.657
48	0.625	0.688
50	0.656	0.719
52	0.688	0.750
54	0.719	0.781
56 & 58	0.750	0.812
60	0.781	0.844
62	0.812	0.875
64	0.844	0.906
66 & 68	0.875	0.938
70	0.906	0.969
72	0.938	1.000

F. Coated steel pipe that is bored or jacked into place shall conform to the wall thickness requirements for uncoated steel pipe since the coating may be damaged during installation.

G. Smooth wall steel pipes with a nominal diameter over 72 inches will not be permitted.

4.3.3 Corrugated Steel Pipe and Corrugated Structural Steel Plate Pipe

A. Corrugated steel pipe and corrugated structural steel plate pipe may be used for a casing only when placed by the open cut method. Jacking or boring through the railroad embankment is not permitted.

B. Corrugated steel pipe and corrugated structural steel plate pipe may be used for a casing provided the pressure in the carrier pipe is less than 100 psi.

C. Pipe shall be bituminous coated and shall conform to the current American Railway Engineering and Maintenance-of-Way Association Specifications Chapter 1, Part 4.

D. Corrugated steel pipe shall have a minimum sheet thickness as shown in Table 4. Corrugated structural steel plate pipe shall have a minimum plate thickness of 8 gage, 0.168 in. If computations indicate that a greater thickness is required, the thicker sheet or plate shall be used.

Table 4

Pipe Diameter		Sheet Thickness
Inches	Gage	Inches
12 to 30	14	0.079
36	12	0.109
42 to 54	10	0.138
60 to 120	8	0.168

4.3.4 Steel Tunnel Liner Plates

A. Liner plates shall be installed by the tunneling method as detailed in Section 5.15 of this specification.

B. Tunnel liner plates shall be galvanized and bituminous coated and shall conform to current AREMA Specification Chapter 1, Part 4, Section 4.16. If the tunnel liner plates are used only to maintain a tunneled opening until the carrier pipe is installed, and the annular space between the carrier pipe and the tunnel liner is completely filled with cement grout within a reasonably short time after completion of the tunnel, then the tunnel liner plates need not be galvanized and coated.

C. Tunnel liner plates are to be a minimum of 12 gage and shall be fabricated from structural quality, hot-rolled, carbon-steel sheets or plates conforming to ASTM Specification A 569.

D. The following liner plate information must be shown on the Pipe Data Sheet (plate I):

(1) Number of flanges (2 or 4)

(2) Width of plate

(3) Type of plate (smooth or corrugated)

4.3.5 Concrete Encasement

A. At locations where the installation is by open cut and a casing pipe is required but cannot be installed due to elbows or other obstructions, concrete encasement may be used when approved by NS.

B. The concrete encasement must provide a minimum cover of 6 inches of concrete around the pipe. A 6 x 6 – W 2.9 x W 2.9 (152 x 152 MW 18.7 x MW 18.7) welded wire fabric shall be placed in the concrete on all sides.

4.4 Carrier Pipe

4.4.1 General Requirements

A. The pipe shall be laid with sufficient slack so that it is not in tension.

B. Steel pipe shall not be used to convey sewage, storm water or other liquids which could cause corrosion.

C. Carrier pipes which are not encased and are located on NS's right-of-way or under tracks which NS operates, shall be manufactured in accordance with the following specifications:

(1) Steel Pipe – The ASTM or API specification and grade for the pipe is to be shown on the Pipe Data Sheet. The specified minimum yield strength is to be at least 35,000 psi (241 MPa). For flammable substances see Sections 4.42 and 4.43 for additional requirements.

(2) Ductile Iron Pipe – ANSI A21.51/AWWA C151

(3) Corrugated Metal Pipe – AREMA Chapter 1, Part 4

D. Carrier pipes installed within a casing pipe shall be designed for the internal pressure to which it will be subjected.

E. Gravity flow carrier pipes, installed without a casing pipe, shall meet the requirements, of the particular pipe material, as given in Section 4.3 of this specification.

4.4.2 Pipelines Carrying Flammable Substances

A. Pipelines carrying oil, liquefied petroleum gas and other flammable liquid products shall be of steel and conform to the requirements of the current ANSI B 31.4 Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohols, and other applicable ANSI codes, except that the maximum allowable stresses for design of steel pipe shall not exceed the following percentages of the specified minimum yield strength (multiplied by the longitudinal joint factor) of the pipe as defined in the above codes:

(1) The following percentages apply to hoop stress in steel pipe within a casing under railroad tracks, across NS right-of-way and longitudinally on NS right-of-way:

(a) Seventy-two percent on oil pipelines.

(b) Fifty percent for pipelines carrying condensate, natural gasoline, natural gas liquids, liquefied petroleum gas, and other liquid petroleum products.

(c) Sixty percent for installations on gas pipelines.

(2) The following percentages apply to hoop stress in steel pipe laid longitudinally on NS right-of- way without a casing:

(a) Sixty percent for oil pipelines.

(b) Forty percent for pipelines carrying condensate, natural gasoline, natural gas liquids, liquefied petroleum gas, and other liquid petroleum products.

(c) For gas pipelines see Section 4.4.3.b.

B. Computations, based on the above requirements and stamped by a P.E., shall be submitted with the application occupancy.

4.4.3 Uncased Pipelines Carrying Gas

A. Pipelines carrying flammable and nonflammable gas products shall be steel and shall conform to the requirements of the current ANSI B 31.8 Gas Transmission and Distribution Piping Systems, and other applicable ANSI codes.

B. The minimum wall thickness for uncased carrier pipe shall be in accordance with the values provided in AREMA, Chapter 1, Part 5, Section 5.2, Tables 5.2.3 (a through j).

C. A durable coating, which will resist abrasion (fusion bonded epoxy or other suitable material), shall be used to protect the uncased pipeline when the boring method of installation is used.

D. If NS determines there is the potential for damage to the uncased pipeline (foreign material in the subgrade, third party damage, etc.) special protection of the pipeline will be required. Special may include the use of a protection slab over the pipeline, increased depth of bury or other means.

4.5 Casing Pipe End Seals

A. Casings for carrier pipes of flammable and hazardous substances shall be suitably sealed to the outside of the carrier pipe. Details of the end seals shall be shown on the plans.

B. Casings for carrier pipes of non-flammable substances shall have both ends of the casing blocked up in such a way as to prevent the entrance of foreign material but allowing leakage to pass in the event of a carrier break.

C. The ends of a casing pipe may be left open when the ends are at or above ground surface and above high water level, provided drainage is affordable in such a manner that leakage will be conducted away from railroad tracks and structures.

4.6 Vents

A. Sealed casings for flammable substances shall be properly vented. Vent pipes shall be of sufficient diameter, but in no case less than two inches in diameter, and shall be attached near each end of the casing and project through the ground surface at right-of-way lines or not less than 45 feet, measured at right angles from centerline of nearest track.

B. Vent pipes shall extend not less than 4 feet above the ground surface. Top of vent pipe shall have a down-turned elbow, properly screened, or a relief valve. Vents in locations subject to high water shall

be extended above the maximum elevation of high water and shall be supported and protected in a manner approved by NS.

C. Vent pipes shall be at least 4 feet, vertically, from aerial electric wires or greater if required by national Electrical Safety Code (ANSI C2).

D. When the pipeline is in a public highway, street-type vents shall be installed.

4.7 Signs

A. All pipelines (except those in streets or access roads where it would not be practical to do so) shall be prominently marked at right-of-way lines (on both sides of track for crossings) by durable, weatherproof signs located over the centerline of the pipe. Signs shall show the following:

(1) Name and address of applicant

(2) Contents of pipe

(3) Pressure in pipe

(4) Emergency telephone number

B. For pipelines running longitudinally on NS property, signs shall be placed over the pipe (or offset and appropriately marked) at all changes in direction of the pipeline. Such signs should also be located so that when standing at one sign the next adjacent marker in either direction is visible. In no event shall they be placed more than 500 feet apart unless otherwise specified by NS.

C. The applicant must maintain all signs on NS right-of-way as long as the occupational agreement is in effect.

4.8 Warning Tape

A. All pressure pipelines installed on NS right-of-way by open cut shall have detectable underground warning tape placed a minimum distance of 18 inches directly above the pipeline with the tape placed not less than 12” below grade.

4.9 Shut-off Valves

A. Accessible emergency shut off valves shall be installed within effective distances each side of the railroad at locations selected by NS where hazard to life and property must be guarded against. No additional valves will be required where pipelines are provided with automatic control stations and within distances approved by NS.

4.10 Cathodic Protection

A. Cathodic protection shall be applied to all pipelines carrying flammable substances on NS’s right-of-way.

B. For crossings and at other locations where the pipeline must be placed within a casing, the casing is to have cathodic protection, or the wall thickness is to be increased to the requirements of Section 4.3.2 Table 2.

C. Uncased gas carrier pipes must be coated and cathodically protected to industry standards and test sites, for monitoring the pipeline, provided within 50 feet of the crossing.

D. Where casing and/or carrier pipes are cathodically protected by other than anodes, NS shall be notified and a suitable test made to ensure that other railroad structures and facilities are adequately protected from the cathodic current in accordance with the recommendation of current Reports of Correlating committee on Cathodic Protection, published by the National Association of Corrosion Engineers.

E. Where sacrificial anodes are used the locations shall be marked with durable signs.

4.11 Manholes

A. Manholes shall not be located on NS property where possible. At locations where this is not practical, including longitudinal occupancies, manholes shall be precast concrete sections conforming to ASTM Designation C 478, "Specification for Precast Concrete Manhole Sections".

B. The top of manholes located on NS property shall be flush with the top of ground and shall not be located with service or access roads.

C. The distance from centerline of adjacent track to centerline of proposed manhole shall be shown on the plans.

4.12 Box Culverts

A. Reinforced concrete box culverts shall conform to the requirements of the most recent edition of Norfolk Southern's Public Projects Manual, available here: http://www.nscorp.com/content/nscorp/en/transportation-terms/other-requirements/public-project-guidelines.html.

4.13 Drainage

A. Occupancies shall be designed, and their construction shall be accomplished, so that adequate and uninterrupted drainage NS right-of-way is maintained.

B. All pipes, ditches, spillways, overflows, and other structures carrying surface drainage on or to NS property and/or under NS track(s) shall be designed to carry the run-off from a one hundred (100) year storm. Computations indicating this design, prepared by a Professional Engineer, and suitable topographic plans, outlining the total drainage area, shall be submitted.

C. If the drainage is to discharge into an existing drainage channel on NS's right-of-way and/or through a drainage structure under NS track(s), the computations must include the hydraulic analysis of any existing ditch and/or structure.

D. When calculating the capacity of existing or proposed drainage structures, under NS track(s), the headwater at the structure shall not be greater than 1.5.

E. Pipe(s) used to carry surface drainage on NS right-of-way shall have a minimum diameter of 36 inches.

F. Detention ponds must not be placed on any part of NS's right-of-way. Also, the railroad embankment must not be used as any part of a detention pond structure.

G. Formal approval of the proposed design, by the appropriate governmental agency having jurisdiction, shall be submitted with the drainage computations.

4.14 Pipelines on Bridges

A. Pipelines of any types shall not be installed on any bridge carrying NS tracks.

B. New overhead pipe bridges shall not be constructed over NS's right-of-way where underground installation of the pipeline is possible. Where the applicant can show that no practicable alternative is available, this type of structure will be permitted provided the following conditions are met:

(1) The vertical clearance, distance from top of rail to bottom of structure, is shown and is a minimum of 23 feet, measured at a point 6 feet horizontally from centerline track.

(2) The support bents for the overhead structure are located off of NS's right-of-way or a minimum clear distance of 18 feet from centerline track, whichever distance is greater.

(3) Support bents within 25 feet of centerline track have pier protection in accordance with AREMA requirements.

(4) Complete structural plans and design computations for the structure and foundations, stamped by a Professional Engineer, are submitted with the application.

(5) A fence (with barbed wire) or other measures are provided which will prevent access to the bridge by unauthorized personnel or vandals.

C. Pipelines carrying flammable substances or non-flammable substances, which by their nature might cause damage if escaping on or near railroad facilities or personnel, shall not be installed on bridges over NS tracks. In special cases when it can be demonstrated to NS's satisfaction that such an installation is necessary and that no practicable alternative is available, NS may permit the installation and only by special design approved by NS.

D. When permitted, pipelines on bridges over NS tracks shall be so located as to minimize the possibility of damage from vehicles, railroad equipment, vandalism and other external causes. Leak protection extending across the NS right-of-way shall be provided as directed by NS (See Plate VII).

5.0 CONSTRUCTION REQUIREMENTS

5.1 Method of Installation

5.1.1 General Requirements

A. Bored, jacked or tunneled installations shall have a bore hole essentially the same as the outside diameter of the pipe plus the thickness of the protective coating.

B. The use of water or other liquids to facilitate casing emplacement and spoil removal is prohibited except when used in conjunction with Directional Boring Method "A" (see section 5.1.6).

C. If during installation an obstruction is encountered which prevents installation of the pipe in accordance with this specification, the pipe shall be abandoned in place and immediately filled with grout. A new installation procedure and revised plans must be submitted to, and approved by, NS before work can resume.

5.1.2 Track and Ground Monitoring

A. General track and ground monitoring requirements

(1) General requirement

a. Temporary lighting may also be required by the NS to identify tripping hazards to train crewmen and other NS personnel.

b. Any excavation, holes or trenches on the NS property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA requirements.

(2) Track and ground monitoring are required as follows:

a. For crossings with pipe diameter and depth (below base of rail) as shown below in

b. For shoring within Zone 1 of any track, as shown below in PLATE VIII.

c. Additional monitoring may be required by the NS on a case by case basis.

(3) Monitoring schedule

a. Monitoring shall commence once any construction activity is within Zone 1. See PLATE VIII.

b. Monitoring shall continue through completion of installation and may be required after completion for a period of time determined by NS or its representative.

Table 5.1.2-1

Final Bore Hole, inches

Depth, feet (below base of rail)	1-5	6-12	12-24	24 - 42	42 - 54	54 - 60	>60
5	X	X	X	X	X	X	X
10	X	X	X	X	X	X	X
15		X	X	X	X	X	X
20			X	X	X	X	X
25				X	X	X	X
30					X	X	X
>30						X	X

X = Track Monitoring is required

B. Track Monitoring

(1) Track Deflection Limits

(2) Targets

a. Track monitoring shall not require track access other than to place the track monitoring targets.

b. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.

c. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.

(3) Monitoring Plan

(4) If the top of rail does deflect more than values listed below, all operations shall stop until the matter is resolved.

a. Track monitoring values for Class 3 through Class 4:
   1. Threshold value = 1/8 inch permanent vertical or horizontal deflection
   2. Installation Shutdown value = 1/4 inch permanent vertical or horizontal deflection

b. Track monitoring values for Class 1 through Class 2:
   1. Threshold value = 1/4 inch permanent vertical or horizontal deflection
   2. Installation Shutdown value = 1/2 inch permanent vertical or horizontal deflection

c. Provide established contingency plan, see Section D, in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal.

d. Establish a benchmark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
   1. Example locations for shooting rail elevations would be at:
      - At the centerline of an under-track crossing.
      - At both outside edges of the crossing i.e. for a wide excavation.
      - At multiple locations from the crossing/excavation edge but no less than 10, 20, 30, 40 and 50 feet from the crossing.

e. Monitoring shall be continuous and recorded in a field logbook dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

(1) Provide means for monitoring ground settlement. Submit monitoring plan for NS review.

(2) Ground monitoring points should be in alignment above the proposed construction activities.

D. Contingency Plans

(1) The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Installation Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.

   a. Track monitoring values for Class 3 through Class 4:
      1. Threshold value = 1/8 inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = 1/4 inch permanent vertical or horizontal deflection
   b. Track monitoring values for Class 1 through Class 2:
      1. Threshold value = 1/4 inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = 1/2 inch permanent vertical or horizontal deflection

(2) The Contingency Plans shall provide means and methods, with options if necessary.

(3) The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.

   a. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the NS.

   b. Once the Installation Shutdown value is exceeded all project work shall stop and the chosen

Contingency Plan shall commence. NS may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the contractor, once the Installation Shutdown value is exceeded.

5.1.3 Open Cut

A. Open cut is a non-standard procedure that should be avoided whenever possible. The applicant must request a variance for open cut approval when making application for occupancy. Applicant should be aware that open cut applications and procedures have the potential to result in additional NS charges.

B. Installations beneath the track by open trench methods will be permitted only with the approval of the AVP Maintenance of Way & Structures.

C. Installations by open cut will not be permitted under mainline tracks, tracks carrying heavy tonnage or tracks carrying passenger trains. Also, open cut shall not be used within the limits of a highway/railroad grade crossing or its approaches, 25 feet either side of traveled way, where possible.

D. At locations where open cut is permitted, the trench is to be backfilled with crushed stone with a top size of the aggregate to be a maximum of 2 inches and to have no more than 5% passing the number 200 sieve. The gradation of the material is to be such that a dense stable mass is produced.

E. The backfill material shall be placed in loose 6 inch lifts and compacted to at least 95% of its maximum density with a moisture content that is no more than 1% greater than or 2% less than the optimum moisture as determined in accordance with current ASTM Designation D – 1557 (Modified Proctor). When the backfill, material is within 3 feet of the subgrade elevation (the interface of the ballast and the subsoil) a compaction of at least 98% will be required.

F. All backfilled pipes laid either perpendicular or parallel to the tracks must be designed so that the backfill material will be positively drained. This may require the placement of lateral drains on pipes laid longitudinally to the track and the installation of stub perforated pipes at the edge of the slopes.

G. Unless otherwise agreed upon, all work involving rail, ties and other track material will be performed by NS employees, at such times as are consistent with NS work schedules regarding the availability of said employees, and at the sole expense of the applicant.

5.1.4 Bore and Jack (Steel Pipe)

A. This method consists of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.

B. The boring operation shall be progressed on a 24-hour basis without stoppage in Zone 1, 2, and 3 as indicated in Plate VIII (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.

C. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.

D. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, procedures as outlined in Section 5.1.1c. must be implemented immediately.

E. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than ½ inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting (see Section 5.2) or other methods approved

by NS, shall be employed to fill such voids.

F. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.

G. Plans and description of the arrangement to be used shall be submitted to NS for approval and no work shall proceed until such approval is obtained.

H. Any method that employs simultaneous boring and jacking for pipes over 8 inches in diameter that does not have the above approved arrangement **will not be permitted.** For pipe 8 inches and less in diameter, augering or boring without this arrangement may be considered for use only as approved by NS.

5.1.5 Jacking (Steel Pipe)

A. This method consists of pushing sections of pipe into position with jacks placed against a backstop and excavation performed by hand from within the jacking shield at the head of the pipe. Ordinarily 36-inch pipe is the least size that should be used, since it is not practical to work within smaller diameter pipes.

B. Jacking shall be in accordance with the current American Railway Engineering Association Specifications, Chapter 1, Part 4 "Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, auguring, or drilling equipment.

Bracing and backstops shall be so designed and jacks of sufficient rating used so that the jacking can be progressed on a 24-hour basis without stoppage in Zone 1, 2, and 3 as indicated Plate VIII.(except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.

C. Immediately upon completion of jacking operation, the installation shall be pressure grouted as per Section 5.2 of this specification.

5.1.6 Tunneling (Tunnel Liner Plate)

A. This method consists of placing rings of liner plate within the tail section of a tunneling shield or tunneling machine. A tunneling shield shall be used for all liner plate installations unless otherwise approved by NS.

B. The shield shall be of steel construction, designed to support a railroad track loading as specified in Section 4.1.3 of this specification, in addition to the other loadings imposed. The advancing face shall be provided with a hood, extending no less than 20 inches beyond the face and extending around no less than the upper 240 degrees of the total circumference. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates. The shield shall conform to and not exceed the outside dimensions of the liner plate tunnel being placed by more than 1 inch at any point on the periphery unless otherwise approved by NS.

C. The shield shall be adequately braced and provided with necessary appurtenances for completely bulkheading the face with horizontal breast boards and arranged so that the excavation can be benched as may be necessary. Excavation shall not be advanced beyond the edge of the hood, except in rock.

D. Manufacturer's shop detail plans and manufacturer's computations showing the ability of the tunnel liner plates to resist the jacking stresses shall be submitted to NS for approval.

E. Unless otherwise approved by NS, the tunneling shall be conducted continuously, on a 24-hour basis,

until the tunnel liner extends at least beyond the theoretical railroad embankment line with no stoppage within Zone 1, 2, and 3 as indicated (See Plate VIII).

F. At any interruption of the tunneling operation, the heading shall be completely bulkheaded.

G. The liner plates shall have tapped grout holes for no smaller than 1 ½ inch pipe, spaced at approximately 3 feet around the circumference of the tunnel liner and 4 feet longitudinally.

H. Grouting behind the liner plates shall be in accordance with Section 5.2 of this specification.

5.1.7 Directional Boring / Horizontal Directional Drilling (Steel Pipe)

Method "A"

A. This method consists of setting up specialized drilling equipment on existing grade (launching and receiving pits are not required) and boring a small diameter pilot hole on the desired vertical and horizontal alignment, using a mechanical cutting head with a high pressure fluid (bentonite slurry) to remove the cuttings. The drill string is advanced with bentonite slurry pumped through the drill string to the cutting head and then forced back along the outside of the drill string, carrying the cuttings back to the surface for removal. When the cutting head reaches the far side of the crossing, it is removed and a reamer (with a diameter greater than the cutting head) is attached to the lead end of the drill string. The

pipeline is attached to the reamer and the pilot hole is then back reamed while the pipeline is pulled into place.

B. This method is used to place pipelines under rivers, wetlands and other obstructions which would be difficult to cross by conventional methods. The length of the bore is generally several hundred feet in length, with installations over a thousand feet possible.

C. Consideration will be given where the depth of cover is greater than 10 feet below the base of the rail, or the bore is in rock. Factors considered will be track usage, pipe size, contents of pipeline, soil conditions, etc.

D. The following preliminary information must be submitted with the request for consideration of this type of installation:

(1) A site plan of the area.
(2) A plan view and profile of the crossing
(3) A Pipe Data Sheet
(4) Appropriately spaced soil borings along the proposed pipeline route
(5) A construction procedure, including a general description of equipment to be used

If NS determines this method of installation is acceptable, final design plans and specifications are to be prepared and submitted for approval.

E. The project specifications must require the contractor to submit, to NS for approval, a complete construction procedure of the proposed boring operation. Included with the submission shall be the manufacture's catalog information describing the type of equipment to be used.

F. Maximum pipe size for HDD application shall be 36" in diameter.

G. Any over-cut by the cutting head should be minimized to match the pipe being installed. Any over-cut shall be no more than 2" larger than the installed pipeline. If voids should develop or if the bored

hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting (see Section 5.2) or other methods approved by NS, shall be employed to fill such voids. HDD can be progressed on a 24- hour basis without stoppage in Zone 1, 2, and 3 as indicated Plate VIII.

H. The applicant's engineer shall provide the project geotechnical analysis to the NS representative for review. Specify the maximum drilling fluid pressures so that applicant's engineer can ensure that frac-out does not occur. As a general rule of thumb, the fluid pressure must not exceed the uplift capacity of the soil (nominally 1 psi per foot of depth).

Reference National Utility Contractors Association (NUCA) "*Trenchless Construction and Rehabilitation Methods*" *(4th Edition) and* ASCE's *"Pipeline Design for Installation by Horizontal Directional Drilling" (4th Edition).* Per NUCA, "Important physical properties that need to be determined include strength, grain size, moisture content, plasticity characteristics, compressibility, and permeability of the deposits".

Further geotechnical analysis by the applicant may be required to verify that railroad tracks, property and facilities will not be affected by the proposed bore.

Method "B"

A. This method is used to place small diameter conduit for electric lines and other utilities. This method consists of using hydraulic jacking equipment to push a solid steel rod under the railroad from a launching pit to a receiving pit. At the receiving pit, a cone shaped "expander" is attached to the end of the rod and the conduit (casing pipe) is attached to the expander. The rod, expander and conduit are then pulled back from the launching pit until the full length of the conduit is inplace.

B. This method may be used to place steel conduit (casing pipe), up to and including 6 inches in diameter, under the railroad.

C. The project specifications must require the contractor to submit, to NS for approval, a complete construction procedure of the proposed boring operation. Included with the submission shall be the manufacture's catalog information describing the type of equipment to beused.

D. Maximum pipe size for HDD application shall be 36" in diameter.

E. Any over-cut by the cutting head should be minimized to match the pipe being installed. Any over-cut shall be no more than 2" larger than the installed pipeline. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting (see Section 5.2) or other methods approved by NS, shall be employed to fill such voids. HDD can be progressed on a 24- hour basis without stoppage in Zone 1, 2, and 3 as indicated Plate VIII.

F. The applicant's engineer shall provide the project geotechnical analysis to NS representative for review. Specify the maximum drilling fluid pressures so that applicant's engineer can ensure that frac-out does not occur. As a general rule of thumb, the fluid pressure must not exceed the uplift capacity of the soil (nominally 1 psi per foot of depth).

Reference National Utility Contractors Association (NUCA) "*Trenchless Construction and Rehabilitation Methods*" *(4th Edition) and* ASCE's *"Pipeline Design for Installation by Horizontal Directional Drilling" (4th Edition).* Per NUCA, "Important physical properties that need to be determined include strength, grain size, moisture content, plasticity characteristics, compressibility, and permeability of the deposits".

Further geotechnical analysis by the applicant may be required to verify that railroad tracks, property

and facilities will not be affected by the proposed bore.

5.1.8 Tunnel Boring Machines and Microtunneling

A. A tunnel boring machine (TBM), also known as a "mole", is a machine used to excavate tunnels with a circular cross section through a variety of soil and rock strata. May also be used called Microtunneling for smaller tunnels.

B. Use of TBM will be considered for installations of pipelines at least 20-feet below base of rail.

C. Plans must indicate locations and depth of boring and receiving pits and shoring details as required in Section 5.8, below.

D. The submission must include a detailed soil analysis and the details of the machine to be used, including the type of boring head, type of slurry to be used (if applicable), and type of guidance system.

5.1.9 Slip Lining

A. Slip-lining is the process of replacing an existing carrier pipe within an existing casing pipe.

B. The submission must demonstrate that the existing casing is constructed of a material described in section 4 of this specification, including appropriate wall thickness and joints.

C. The submission must demonstrate that the existing casing is of an adequate length to meet the requirements of section 4.3.1 of this Specification.

D. The submission must include documentation that clearly demonstrates that the casing has not deteriorated to a point where it no longer complies with items B and C, above. If necessary, the applicant may apply for a right-of-entry permit as outlined in Section 1.4 of this Specification in order to excavate the ends of the existing casing for a thorough inspection.

5.1.10 Cured In Place Pipe (CIPP)

A. CIPP is a trenchless rehabilitation method used to repair existing pipelines from existing access points.

B. CIPP will be considered for rehabilitation of existing non-pressurized sewer and storm drain only.

C. Submission must include details of proposed access to existing pipe on either side of the Railroad right-of-way, and a detailed assessment and analysis of the condition of the existing pipe.

D. Submission must include details of the proposed pipe bypass system to be used during construction.

(1) The submission must include documentation that clearly demonstrates that the casing has not deteriorated to a point where it no longer complies with items B and C, above. If necessary, the applicant may apply for a right-of-entry permit as outlined in Section 1.4 of this Specification in order to excavate the ends of the existing casing for a thorough inspection.

5.1.11 Pipe Bursting and Pipe Ramming

A. Pipe Bursting is a trenches method of replacing buried pipelines such as sewer, water, or natural gas pipes without the need for a traditional trenching by expanding the diameter of the current pipe to receive a new pipe.

B. Pipe Ramming uses pneumatic percussive blows to drive the pipe through the ground without the use of an auger.

C. Neither Pipe Bursting nor Pipe Ramming will be considered for installations beneath railroad track. Both methods may be considered at NS's discretion if the installation will not come closer than 25-feet to the centerline of any railroad track or closer than 50-feet to any other railroad structure.

5.2 Grouting

A. For jacked and tunneled installations, a uniform mixture of 1:6 (cement: sand) cement grout shall be placed under pressure through the grout holes to fill any voids which exist between the pipe or liner plate and the undisturbed earth.

B. Grouting shall start at the lowest hole in each grout panel and proceed upwards simultaneously on both sides of the pipe.

C. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.

D. When grouting tunnel liner plates, grouting shall be kept as close to the heading as possible, using grout stops behind the liner plates if necessary. Grouting shall proceed as directed by NS, but in no event shall more than 6 lineal feet (1.8 m) of tunnel be progressed beyond the grouting.

5.3 Soil Stabilization

A. Pressure grouting of the soils or freezing of the soils before jacking, boring, or tunneling may be required at the direction of NS to stabilize the soils, control water, prevent loss of material and prevent settlement or displacement of embankment. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.

B. The materials to be used and the method of injection shall be prepared by a Registered Professional Soils Engineer or by an experienced and qualified company specializing in this work and submitted for approval to NS before the start of work. Proof of experience and competency shall accompany the submission.

5.4 Dewatering

A. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site, provided the contractor has received approval from NS to operate them. Pumps in operation shall be constantly attended on a 24-hour basis until, in the sole judgement of NS, the operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of railroad embankment, tracks, and facilities.

5.5 Safety Requirements

All operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. All work on or near NS property shall be conducted in accordance with NS safety rules and regulations. The contractor shall secure and comply with the NS safety rules and shall give written acknowledgement to NS that they have been received, read, and understood by the contractor and its employees. Operations will be subject to NS monitoring at any and all times.

A. All cranes, lifts, or other equipment that will be operated in the vicinity of NS's electrification and power transmission facilities shall be electrically grounded as directed by NS.

B. At all times when the work is being progressed, a field supervisor for the work with no less than twelve (12) months experience in the operation of the equipment being used shall be present. If boring equipment or similar machines are being used, the machine operator also shall have no less than twelve (12) months experience in the operation of the equipment being used.

C. Whenever equipment or personnel are working closer than 15 feet from the centerline of an adjacent track, that track shall be considered as being obstructed. Insofar as possible, all operations shall be conducted no less than this distance. Operations closer than 15 feet from the centerline of a track shall be conducted only with the permission of, and as directed by, a duly qualified NS railroad employee or an authorized NS representative present at the site of the work.

D. Construction near switching areas may require lighting.

E. Crossing of tracks at grade by equipment and personnel is prohibited except by prior arrangement with and as directed by NS.

5.6 Blasting

A. Blasting will not be permitted.

5.7 Protection of Drainage Facilities

A. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by NS. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

B. Soil erosion methods shall be used to protect railroad ditches and other drainage facilities during construction on and adjacent to NS right-of-way.

5.8 Support of Excavation Adjacent to Track

5.8.1 Launching and Receiving Pits

A. The location and dimensions of all pits or excavations shall be shown on the plans. The distance from centerline of adjacent track to face of pit or excavation shall be clearly labeled. Also, the elevation of the bottom of the pit or excavation must be shown on the profile.

B. The face of all pits shall be located a minimum of 25 feet from centerline of adjacent track, **measured at right angles to track**, unless otherwise approved by NS.

C. NS Typical Drawing No. 4 – Shoring Requirements shall govern the limits and type of required excavation support.

D. All plans and calculations for shoring shall be prepared, signed and sealed by a Registered Professional Engineer licensed in the state of the project. The Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

E. The plans shall contain details of the shoring system showing sizes of all structural members, details of connection, *and* embedment depth. The plans shall include a plan view showing all the proposed excavations and distances from centerline of track to face of excavation. Plans shall show a section normal to the track showing the shoring location relative to the centerline of track and showing the height of sheeting and track elevation in relation to the bottom of excavation. The plans must be complete and accurately describe the nature of the work.

F. Shoring in Zone 1 or 2, AREMA recommended practice is to be used for design. No increase in temporary stresses is permitted. Refer to AREMA Load Section.

G. Design shall include 2 feet of spoils adjacent to the shoring and the first 1 foot below the dredge line is to be neglected for passive resistance

H. Shoring location in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements shall be designed using interlocking sheeting. Soldier piles and lagging will be considered only when its use is specifically approved by NS. Consideration for the use of soldier piles and lagging will only be made if the required penetration of steel sheet piling cannot be obtained and when dry, stable material will be encountered.

I. All excavations with the limits shown on NS Typical Drawing No. 4 – Shoring Requirements shall be designed for railroad live load surcharge. All shoring designed for railroad live load surcharge shall be based on Cooper's E-80 live load. AREMA Chapter 8, Part 20, Section 3, Paragraph 2(b), refers to the Boussinesq equation as a method to determine lateral pressure values for railroad surcharge loading. NS Typical Drawing No. 5 – Shoring Design Guide – Lateral Pressures from Train Loads indicates the lateral pressures associated with various depths of excavation and distances from centerline of track as determine by the Boussinesq equation.

J. Calculations for the proposed shoring shall include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest tack shall be 3/8". For all other cases, the max deflections shall not exceed ½".

K. Railings shall be constructed around all excavations on NS property. Walkways with railings shall be constructed over open excavations adjacent to the tracks located within the normal walkway. Refer to AREMA Section 15 for walkway and railing design criteria. Railings shall not be closer than 10'-0" horizontally from centerline of track. Railing shall be indicated on plans submitted for NS acceptance.

L. Approval of the excavation plan does not relieve the applicant of ultimate responsibility and liability for the excavation plan.

M. If the excavation pit design and shoring system will be submitted by the applicant's contractor, the applicant's contract specifications must require the applicant's contractor to obtain NS approval prior to beginning any excavation.

5.8.2 Parallel Trenching and Other Excavation

A. NS Typical Drawing No. 4 – Shoring Requirements shall govern the limits and type of excavation support.

B. The design and construction requirements for this construction shall be in accordance with the requirements of Section 5.8.1.

5.9 Inspection and Testing

A. For pipelines carrying flammable or hazardous materials, ANSI Codes, current at time of constructing the pipeline, shall govern the inspection and testing of the facility on NS property, except as follows:

(1) One hundred percent of all field welds shall be inspected by radiographic examinations, and such field welds shall be inspected for 100 percent of the circumference.

(2) The proof testing of the strength of carrier pipe shall be in accordance with ANSI requirements.

5.10 Reimbursement of Costs

A. All costs incurred by NS or its representative associated with the pipe installation (construction

monitoring, flagging, track work, protection of signal cables, etc.) shall be reimbursed by the applicant.

PUBLICATION STANDARDS SOURCES

ANSI	American National Standards Institute, Inc. 1899 L Street, NW, 11th Floor Washington, DC 20036 Tel: 202.293.8020
AREMA	American Railway Engineering Maintenance-of-Way Association 4501 Forbes Blvd., Suite 130 Lanham, MD 20706 Tel: 301.459.3200
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive, PO Box C700 West Conshohocken, PA 19428 Tel: 610.832.9500
AWWA	American Water Works Association, Inc. 6666 West Quincy Avenue Denver, CO 80235 Tel: 303.794.7711 or 800.926.7337
NACE	National Association of Corrosion Engineers 15835 Park Ten Place Houston, TX 77084 Tel: 281.228.6200

NOTE: If other than ANSI, AREMA, ASTM, AWWA or NACE specifications are referred to for design, materials or workmanship on the plans and specifications for the work, then copies of the applicable sections of such other specifications referred to shall accompany the plans and specifications for the work.

Plate I - Pipe Data Sheet

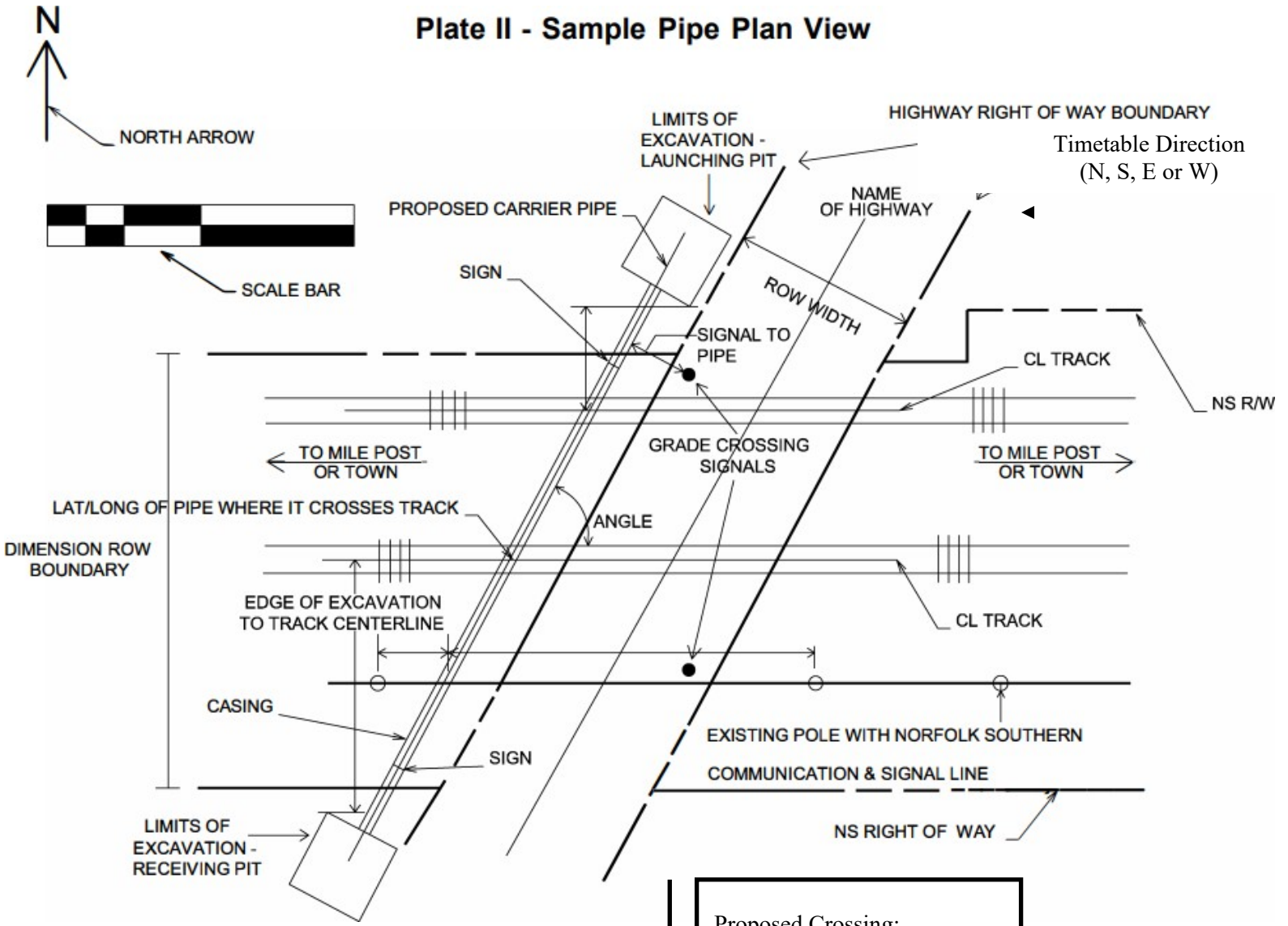
	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED		
MAX. ALLOWABLE OPERATING PRESSURE		
NOMINAL SIZE OF PIPE		
OUTSIDE DIAMETER		
INSIDE DIAMETER		
WALL THICKNESS		
WEIGHT PER FOOT		
MATERIAL		
PROCESS OF MANUFACTURE		
SPECIFICATION		
GRADE OR CLASS (Specified Minimum Yield Strength)		
TEST PRESSURE		
TYPE OF JOINT		
TYPE OF COATING		
DETAILS OF CATHODIC PROTECTION		
DETAILS OF SEALS OR PROTECTION AT END OF CASING		
CHARACTER OF SUBSURFACE MATERIAL		
APPROXIMATE GROUND WATER LEVEL		
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS		

Proposed method of installation:

- ☐ Bore and jack (per Section 5.1.3 of NSCE-8)
- ☐ Jacking (per Section 5.1.4 of NSCE-8)
- ☐ Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- ☐ Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- ☐ Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other (Specify):_____

Last Revised: 12/20/17

Plate II - Sample Pipe Plan View



Looking Direction should be
Increasing and Decreasing Milepost

Plate III - Sample Pipe Profile View

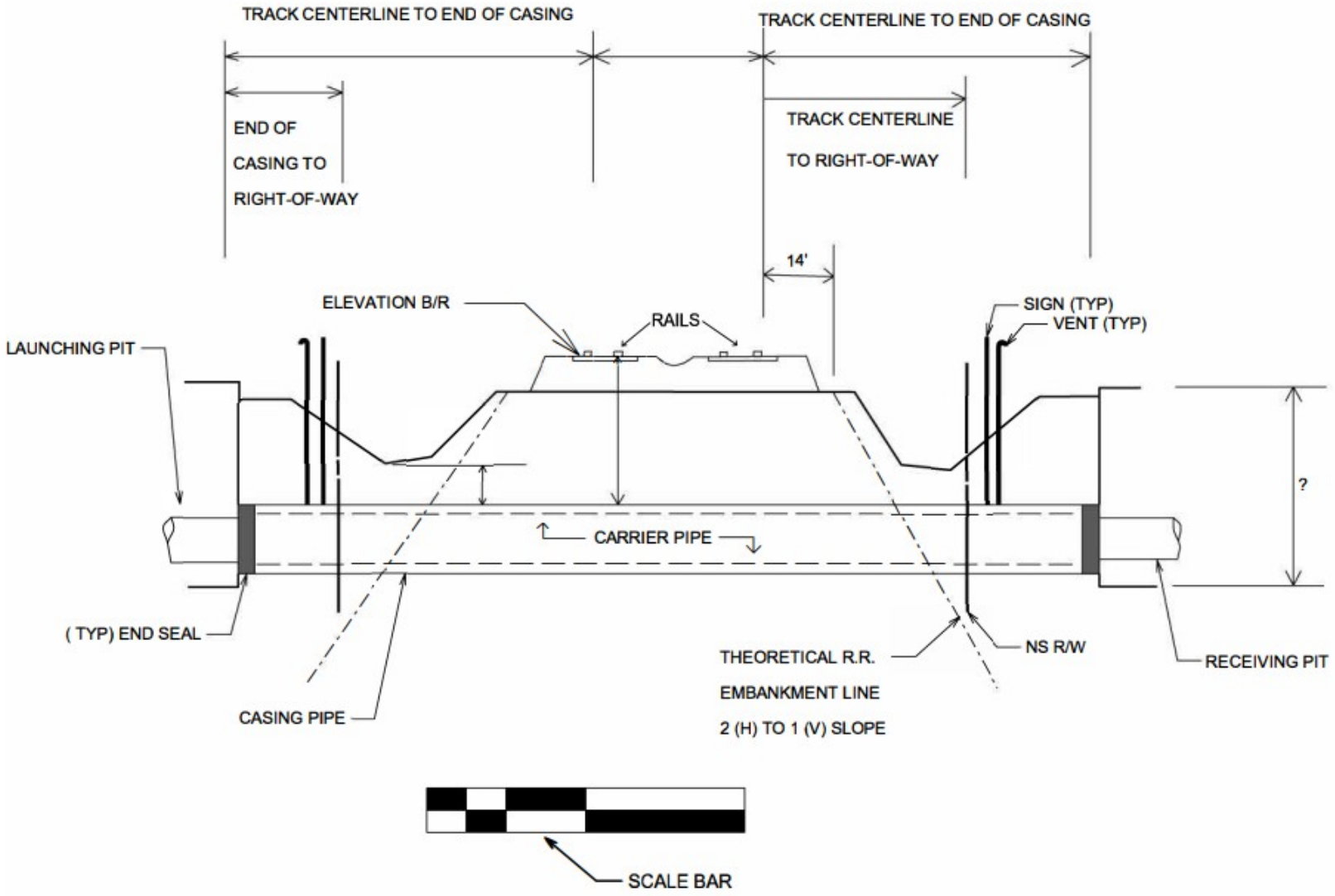
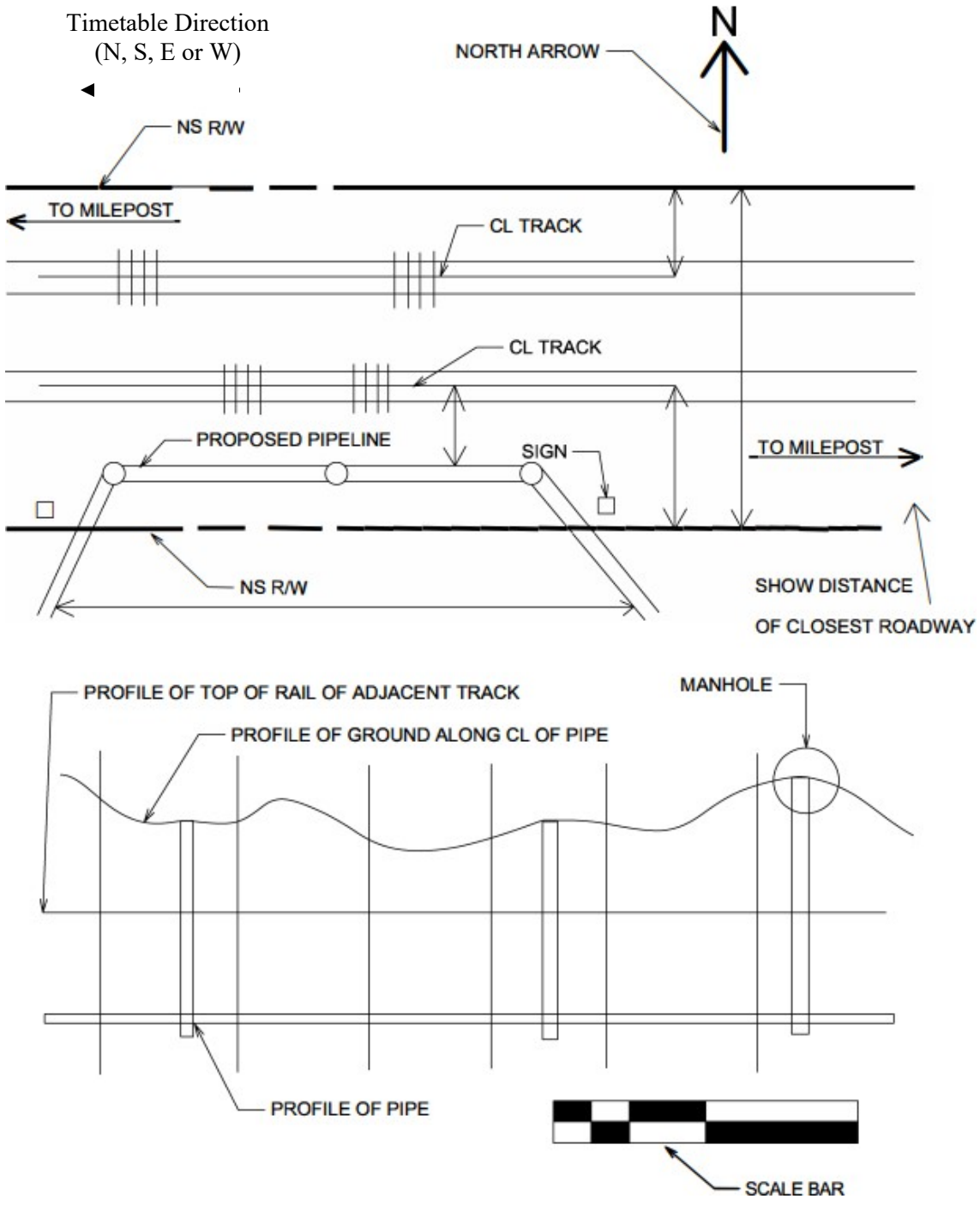
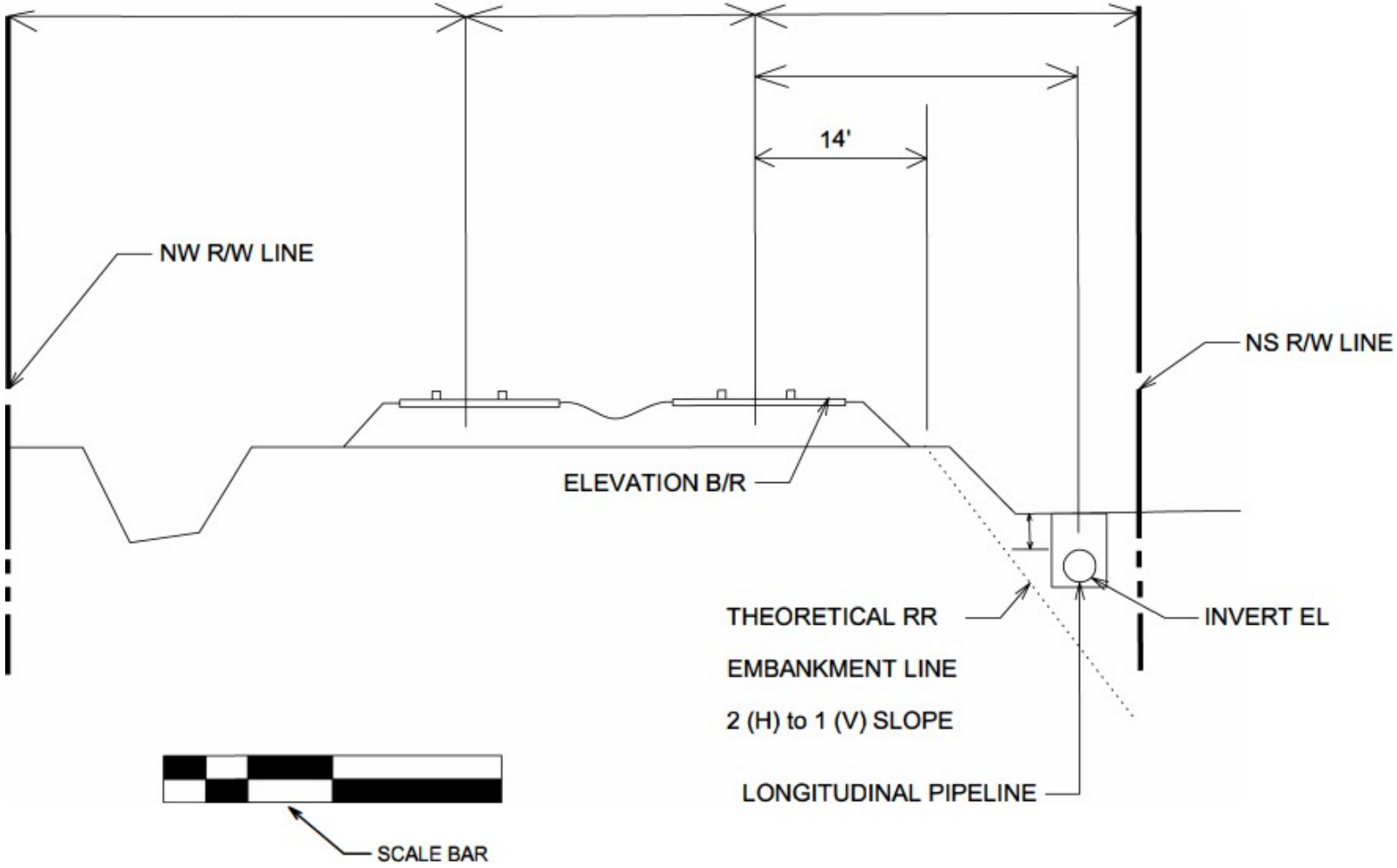


Plate IV - Sample Pipe Parallel Plan and Profile Views



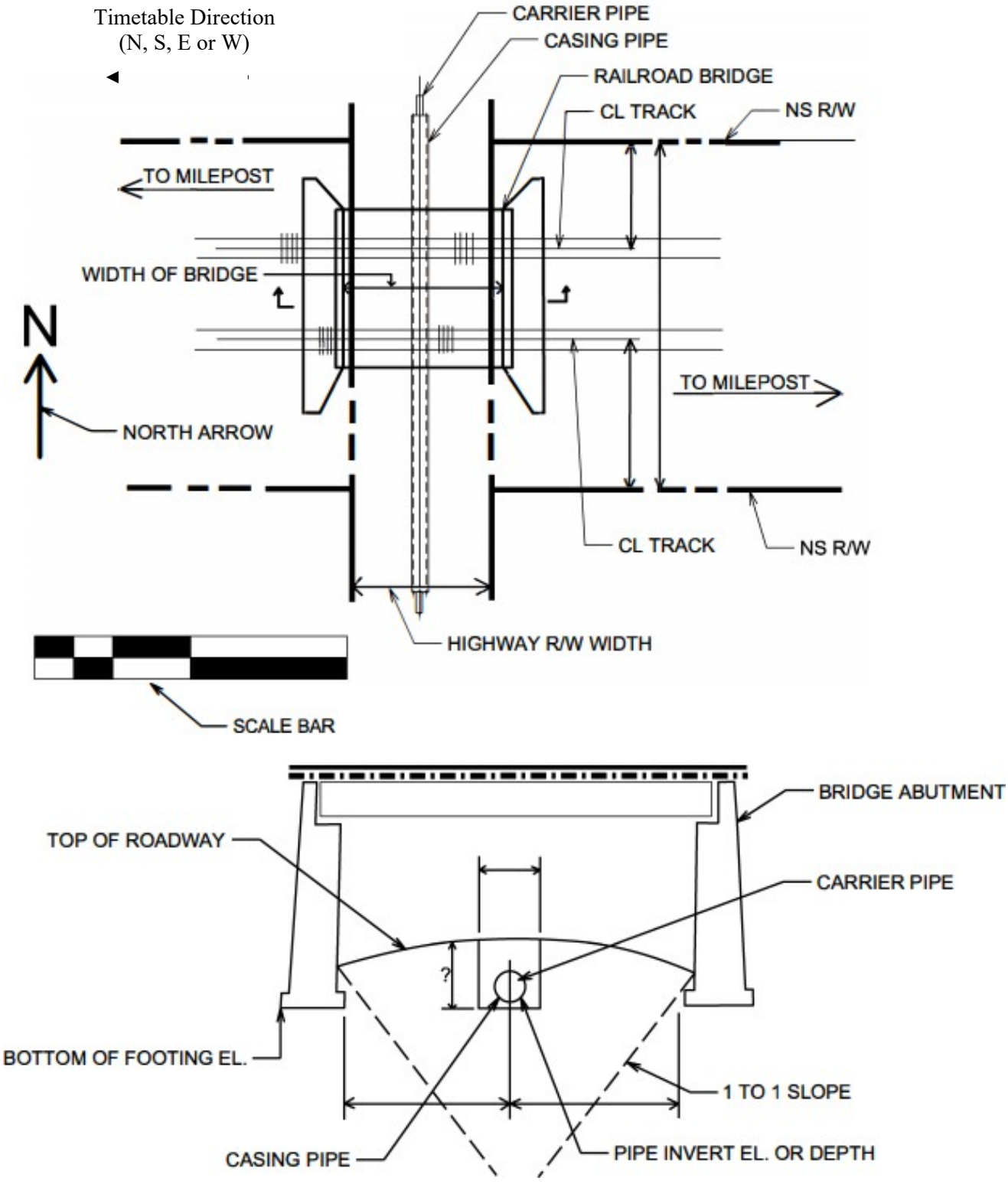
Looking Direction should be
Increasing and Decreasing Milepost

Plate V - Sample Pipe Parallel Section View



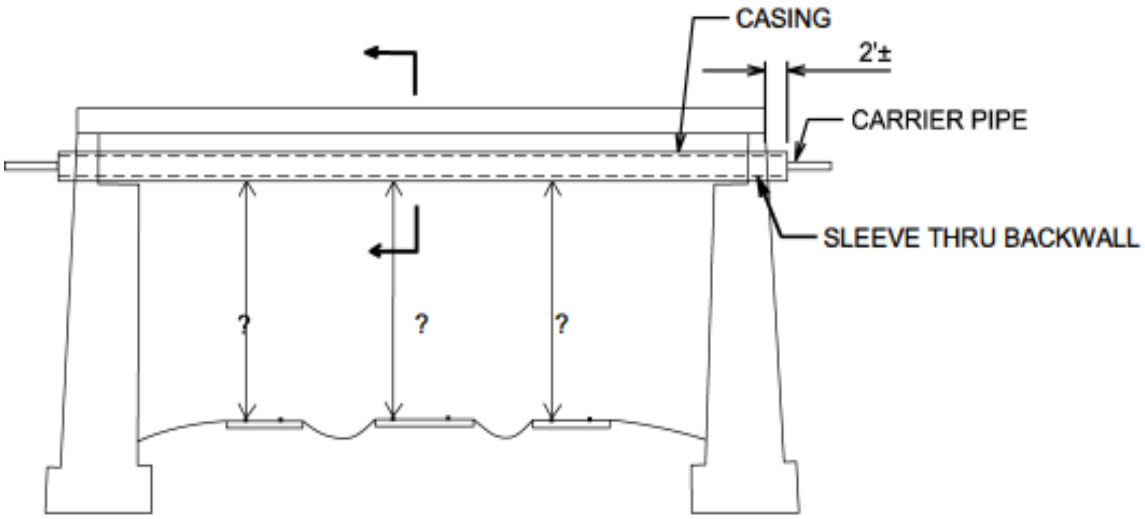
Looking Direction should be
Increasing and Decreasing Milepost

Plate VI - Sample Pipe Plan and Section Under Railway Bridge

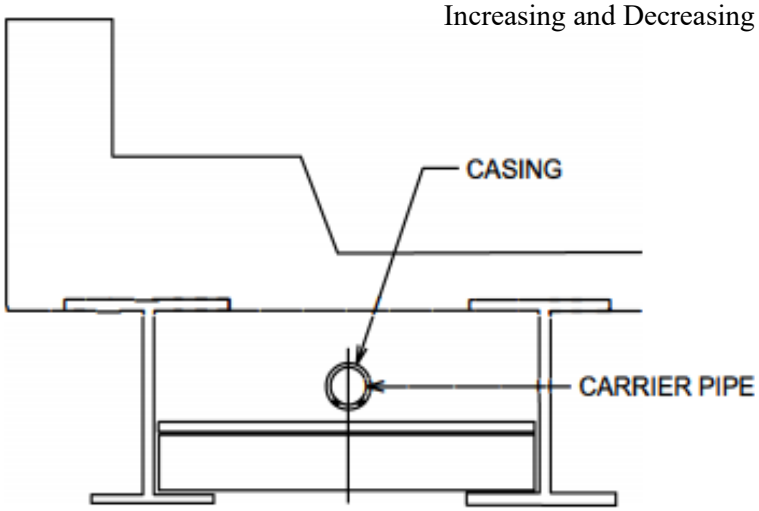


Looking Direction should be
Increasing and Decreasing Milepost

PLATE VII - Sample Pipe Profile and Section Views Pipe in Highway Over Railway



Looking Direction should be
Increasing and Decreasing Milepost



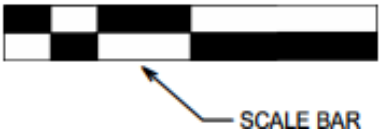
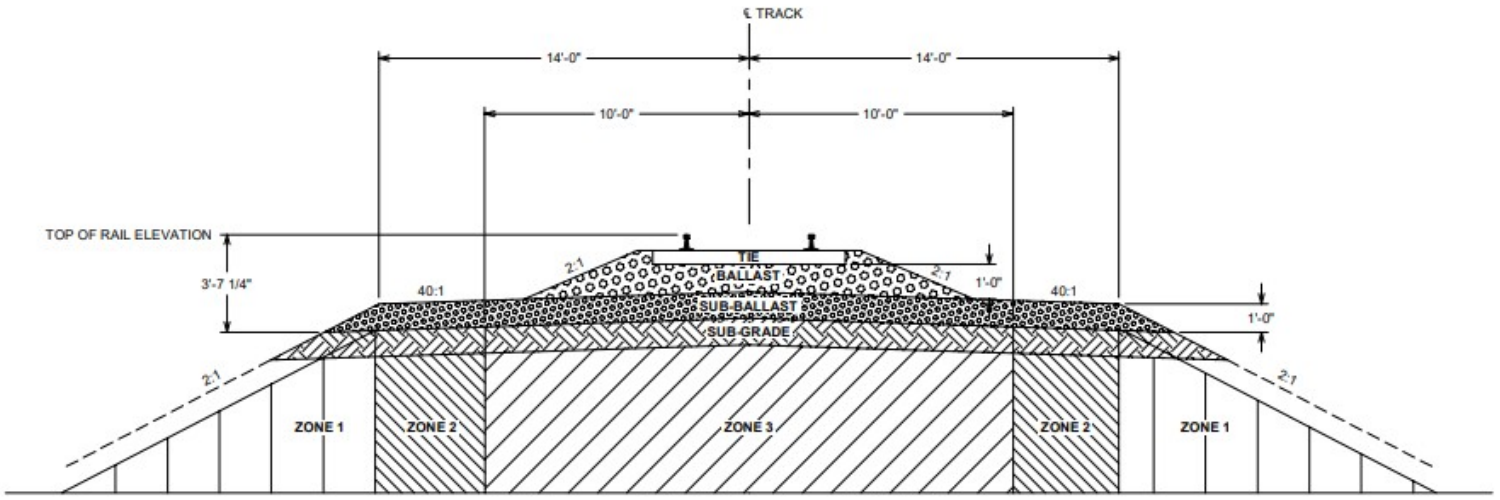


PLATE VIII - Railway Shoring Requirements



ROADBED PROFILE - SHORING REQUIREMENTS (NTS)

ZONE 1	EXCAVATION WITHIN ZONE 1 WILL REQUIRE SHORING FOR THE PROTECTION OF THE RAILROAD
ZONE 2	EXCAVATION WITHIN ZONE 2 WILL REQUIRE SHORING CONSISTING OF INTERLOCKING SHEETING FOR THE PROTECTION OF THE RAILROAD
ZONE 3	**NO EXCAVATIONS WILL BE ALLOWED IN ZONE 3**

NOTES:

1. EXCAVATIONS OUTSIDE OF ZONE 1 MAY REQUIRE SHORING FOR SAFETY. LATERAL PRESSURES DUE TO TRAIN LOADINGS DO NOT AFFECT SHORING DESIGN OUTSIDE OF ZONE 1.
2. REFER TO PUBLIC PROJECTS MANUAL APPENDIX H, SECTION H.I.6.A. (OVERHEAD BRIDGE) OR SECTION H.2.8.A (UNDERPASS BRIDGE) AND APPENDIX H FOR ADDITIONAL SHORING LOCATION REQUIREMENTS.

REVISIONS		
DATE	LTR	DESCRIPTION
9/23/2013	1	REVISE ZONE 2 DIMENSION AND AREA
1/1/15	2	REVISED NOTE 2

NORFOLK SOUTHERN

PUBLIC PROJECTS MANUAL
TYPICAL DRAWINGS

SHORING DESIGN GUIDE
SHORING REQUIREMENTS

REF. NO.: SEC 1 - OHB - 5 - SHT 4

DATE: AUGUST 1, 2015 | DRAWING NO.: 4

Filename: P:\GBM600 - TECHNICAL\633 - PUBLIC PROJECTS MANUAL\ST ANDARD DRAWINGS\4_SHORING DESIGN GUIDE - SHORING REQUIREMENTS.DWG

PLATE IX - Lateral Pressures for Sheeting Design

LATERAL PRESSURES FROM COOPERS E-80 TRAIN LOADS

THE BOUSSINESQ EQUATION FOR STRIP LOADS IS SHOWN IN THE AREMA MANUAL FOR RAILWAY ENGINEERING, CHAPTER 8, SECTION 20.3.2.2

BOUSSINESQ EQUATION:

$$PS = (2q/\pi) * (\beta - (SIN(\beta) * COS(2\alpha)))$$

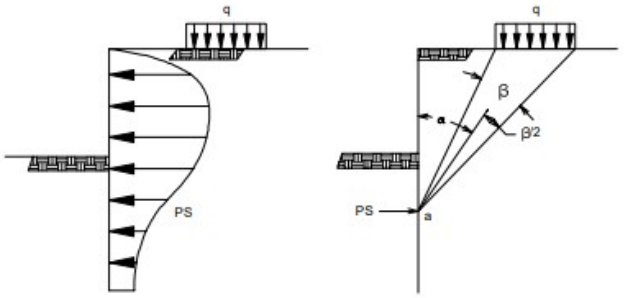
WHERE:

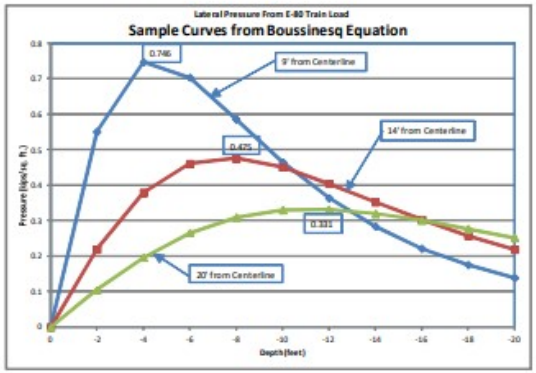
PS	=	ACTIVE PRESSURE FROM SURCHARGE LOADING
β	=	ATAN((CLT+TL/2) / HS) - ATAN((CLT-TL/2) / HS) IN RADIANS
α	=	β/2 + ATAN((CLT-TL/2) / HS) IN RADIANS
q	=	UNIFORM SURCHARGE LOAD FROM TRAINS = 80 KIPS/ (5) (TL)
CLT	=	DISTANCE FROM FACE OF RETAINING WALL TO CENTERLINE OF TRACK
TL	=	TIE LENGTH = 8.5' STANDARD
HS	=	DEPTH BELOW APPLIED SURCHARGE LOADING

Table 1 - Lateral Pressure from E-80 Train Loads
(From Boussinesq Equation)

"CLT" (Distance From Centerline of Track in Feet)	Depth (Feet) 0	-2	-4	-6	-8	-10	-12	-14	-16	-18	-20
8	0	0.7	**0.846**	0.732	0.576	0.439	0.333	0.253	0.195	0.152	0.12
9	0	0.55	**0.746**	0.703	0.585	0.464	0.363	0.283	0.221	0.175	0.139
10	0	0.44	0.65	**0.659**	0.579	0.478	0.385	0.307	0.245	0.196	0.158
11	0	0.36	0.565	**0.608**	0.561	0.482	0.99	0.326	0.265	0.215	0.176
12	0	0.301	0.492	**0.556**	0.536	0.477	0.406	0.339	0.281	0.232	0.192
14	0	0.218	0.378	0.46	**0.475**	0.45	0.404	0.352	0.302	0.257	0.218
16	0	0.165	0.297	0.38	**0.413**	**0.411**	0.386	0.35	0.311	0.272	0.236
18	0	0.13	0.239	0.315	0.357	**0.369**	**0.36**	0.338	0.309	0.276	0.247
20	0	0.104	0.196	0.265	0.309	0.329	**0.331**	0.319	0.3	0.276	0.251
23	0	0.078	0.15	0.208	0.25	0.276	**0.287**	**0.287**	0.279	0.265	0.247
26	0	0.061	0.118	0.166	0.205	0.232	0.248	**0.255**	**0.254**	0.247	0.237
29	0	0.049	0.095	0.136	0.17	0.196	0.214	0.224	**0.228**	**0.227**	0.222
32	0	0.04	0.078	0.113	0.143	0.167	0.185	0.197	0.205	**0.207**	**0.206**
35	0	0.034	0.066	0.095	0.122	0.144	0.161	0.174	0.183	0.188	**0.189**
39	0	0.027	0.053	0.078	0.1	0.119	0.135	0.148	0.158	0.164	**0.168**
43	0	0.022	0.044	0.064	0.083	0.1	0.115	0.127	0.137	0.144	**0.149**
47	0	0.019	0.037	0.054	0.07	0.085	0.098	0.11	0.119	0.127	**0.133**
51	0	0.016	0.031	0.046	0.06	0.073	0.085	0.095	0.104	0.112	**0.118**
55	0	0.014	0.027	0.04	0.052	0.063	0.074	0.084	0.092	0.099	**0.105**

All pressures shown are in kips per sq. ft.
Boxed values represent the maximum pressure ordinate for each value of "CLT".





NOTES:

1. TABLE 1 PROVIDES THE RESULTANT LATERAL PRESSURES FOR VARIOUS DEPTHS AND DISTANCES FROM THE CENTERLINE OF TRACK. THREE REPRESENTATIVE PRESSURE CURVES ARE ALSO SHOWN ON THE PROVIDED SAMPLE CURVES FROM BOUSSINESQ EQUATION.
2. FOR A SIMPLIFIED ENGINEERING ANALYSIS, THE RAILROAD LOADING SURCHARGE PRESSURE MAY BE ASSUMED RECTANGULAR WITH WIDTH (P) EQUAL TO 0.8 OF THE MAXIMUM PRESSURE ORDINATE AS GIVEN BY THE APPROPRIATE RAILROAD CURVE.
3. WORK THIS DRAWING WITH PUBLIC PROJECTS MANUAL APPENDIX H, SECTION H.I.6 (OVERHEAD BRIDGE) OR SECTION H.2.8 (UNDERPASS BRIDGE).

REVISIONS		
DATE	LTR.	DESCRIPTION

NORFOLK SOUTHERN

PUBLIC PROJECTS MANUAL
TYPICAL DRAWINGS

SHORING DESIGN GUIDE
LATERAL PRESSURES FROM
TRAIN LOADS

REF. NO.: SEC 3 - MISC 1

DATE: AUGUST 1, 2015 | DRAWING NO.: 5

Filename: P:\GBM400 - TECHNICAL MJ3 - PUBLIC PROJECTS MANUAL\ST #NOMID DRAWINGS\5_SHORING DESIGN GUIDE - LATERAL PRESSURES FROM TRAIN LOADS.DWG

APPENDIX C

Market Ave. S. Streetscape, Ph. 3, GP 1319
Contract and Specifications

NORFOLK SOUTHERN CORPORATION
REAL ESTATE OCCUPANCY PROGRAM

WORK SITE SAFETY REQUIREMENTS FOR 3rd PARTY PIPE & WIRELINE INSTALLATION CONTRACTORS

EFFECTIVE: May 1, 2020

NORFOLK SOUTHERN
One line, infinite possibilities.

STATEMENT OF SAFETY POLICY FOR CONTRACTORS*

Norfolk Southern Corporation and its corporate affiliates (hereinafter collectively called "Norfolk Southern") are committed to the principle that safety is good business.

Responsibility for safety and environmental stewardship cannot be transferred. Each contractor is held accountable for his/her actions on the job.

We expect all contractors granted access to Norfolk Southern property to abide by these Six Tenets of Safety.

1. **All injuries can be prevented.**
2. **All exposures can be safeguarded.**
3. **Safety is each contractor's responsibility.**
4. **Safety Training is essential.**
5. **Safety is a condition of continued access to Norfolk Southern property.**
6. **Safety is good business.**

Work site safety is <u>NOT</u> negotiable and is required in the performance of your work while on Norfolk Southern property.

- **As used herein, the term "contractor" refers to a contractor engaged by a 3rd party entity for the benefit of the 3rd party entity, and not working directly under contract with Norfolk Southern. The term contractor includes all of his/her employees, agents, subcontractors, and material or equipment suppliers who access Norfolk Southern property.**

INTRODUCTION

This document is intended to help you understand and comply with Norfolk Southern safety and security requirements while performing work on Norfolk Southern property for the benefit of a pipe or wireline owner. These requirements apply to you and your employees, including your subcontractors, and suppliers delivering materials and equipment to the worksite, while on Norfolk Southern property. It is extremely important that you understand and adhere to each of these rules and requirements.

The terms "contractor" or "contractors", as used in the rules which follow, include the employees, agents, and subcontractors of any contractor engaged by a 3rd party entity for the benefit of the 3rd party entity, and not working directly for Norfolk Southern. The term contractor includes all of his/her employees, agents, subcontractors, and material or equipment suppliers who access Norfolk Southern property.

Contractors are responsible for knowing and following the applicable local, county, state and federal laws and regulations, and any special provisions which may be imposed by the Federal Railroad Administration (FRA) or other regulatory agencies, including FRA fall protection and Roadway Worker Protection, applicable OSHA requirements, and Department of Homeland Security requirements. Contractors are encouraged to ask the designated Norfolk Southern site representative for assistance regarding any questions on safety.

These guidelines are not all inclusive. Each contractor must adopt and enforce such rules or practices as may be necessary for the safe performance of their work. These guidelines do not prohibit contractors from adopting more restrictive rules and instructions for their work.

Remember: safety is a condition of being allowed to perform work on Norfolk Southern property. Responsibility for safety cannot be transferred. Each contractor is responsible for the safe performance of the work they have been engaged to perform for the owner of the pipe or wireline. The contractor must take the appropriate steps to assure compliance by their employees, their subcontractors, and their suppliers with applicable safety rules, regulations and laws. A failure to work safely on NS property may result in the removal of the contractor from NS property and the termination of the property access and/or occupancy agreement.

If you have any questions regarding safety or the meaning of these guidelines, please contact the designated Norfolk Southern Pipe & Wireline project coordinator or work site representative, or email the Norfolk Southern Engineering - Design & Construction Utility group at *NSENG.Utility@nscorp*.com .

1 - CONTRATOR SITE ACCESS

1.1 Contractors may NOT access Norfolk Southern property for inspection, to stage material or equipment, or begin any work until a formal agreement (including all necessary Right of Entry) is executed by NS and the pipe or wireline owner and the contractor receives specific permission to proceed with the work from the designated construction coordination and monitoring agency of NS.

[End of section]

2 - GENERAL SAFETY REQUIREMENTS

2.1 Contractors are solely responsible for controlling the means and manner of the work done by their employees, for ensuring the compliance by their employees with the rules and procedures set forth in this manual or otherwise required by applicable laws, rules or regulations, and for the safe performance of their employees during the time they are on or about the property or equipment of Norfolk Southern.

2.2 Contractors are responsible for maintaining a copy of these requirements on-site while work is in progress and must ensure that their employees and suppliers are aware them and in compliance.

2.3 When any person is injured as result of a work site accident, emergency medical assistance must be called if needed.

2.4 Contractors must immediately report all accidents and injuries to the designated Norfolk Southern representative (NOTE: "designated Norfolk Southern representative" or "designated railroad employee" means the project's Construction Monitor, Observer, Roadway Worker in Charge (Flagger), or any other NS designated individual having oversight of the work site and/or responsibility for providing the contractor protection from railway operations.

2.5 The report must include the name and address of each injured person and describe the extent of injury. Names and addresses of all persons at the scene are required, whether or not they admit knowledge of the accident.

2.6 Contractors must be conversant with and obey the rules and any special instructions issued to them by representatives of Norfolk Southern. If in doubt as to their meaning, contractors must stop work and consult with the designated Norfolk Southern representative for an explanation.

2.7 Contractors must expect the movement of trains, engines or cars, or on-track roadway equipment at any time, on any track, at any speed, in either direction.

2.8 **Accidents, defects in track, bridges, signals or highway crossing warning devices, fires on or near the right of way, or any unusual condition that may affect the safe operation of the railroad that becomes known to the contractor must be reported to the designated Norfolk Southern representative or any other railroad employee by the quickest means of communication.**

2.9 **A contractor who reports for duty under the influence of alcohol or a prohibited drug as defined in Norfolk Southern's Policy on Alcohol and Drugs, or who uses any of the foregoing while on duty, will not be allowed to remain on Norfolk Southern property. Possession of any of the foregoing while on duty, or possession, use, or being under the influence of any of the foregoing while on Company property is strictly prohibited.**

2.10 **Firearms are not allowed on Norfolk Southern property unless given special permission in writing by the head of the Norfolk Southern Police Department.**

2.11 **In case of danger to, loss of, or damage to railroad property by fire, theft, or other causes, contractors must immediately notify the designated Norfolk Southern representative. Unauthorized possession, removal, or disposal of any material from railroad property or property served by the railroad is prohibited. All articles of value found on railroad property must be cared for and promptly reported to the designated Norfolk Southern representative.**

2.12 **Contractors must not do any work in a manner that will jeopardize their own safety or the safety of others. They must ensure that appliances, tools, supplies, and facilities used in performing their duties are in proper condition. It is the duty of every contractor to examine them to determine they are in safe working condition.**

2.13 **Photography on Company property without proper authority is prohibited.**

2.14 **Contractors must follow and observe all local, state and federal laws and regulations applicable to their operations, including but not limited to FHWA, OSHA, DOT and FRA Regulations.**

[End of section]

3 - PERSONAL PROTECTIVE EQUIPMENT

3.1 Contractors must wear suitable clothing, footwear, and personal protective equipment to perform their duties safely and as prescribed by applicable laws and regulations.

3.2 Contractors are responsible for ensuring their workers have and utilize proper personal protective equipment. They are responsible to see that it is kept in good order, properly fitted, and available for their use when needed.

3.3 Contractors are prohibited from working on Norfolk Southern property:

- In shorts;
- In oily, greasy, torn, loose, or frayed clothing;
- Without shirts or working in shirts that do not cover shoulders, upper arms, back, and abdomen;
- EXCEPTION: Underwater divers and other specialized occupations approved by Norfolk Southern may be allowed to deviate from these requirements as necessary for the performance of their duties.

3.4 Contractors must wear protective footwear while on Norfolk Southern property. Protective footwear:

- Has an upper portion constructed of leather or leather-like material that provides firm ankle support and fits snugly about the foot, ankle, and leg. Footwear must be 6" minimum in height as measured from the bottom of the heel to the top of the uppers. Sole and heels must be sturdy, non-leathery, and in good condition.
- Must have a 90 degree defined heel to the walking surface with a minimum height of 3/8" as measured between the bottom of the heel and the bottom of the sole.

3.5 Contractors must wear and utilize at minimum the following personal protective equipment while on Norfolk Southern property; Hard hats, impact resistant eye protection with side shields appropriate for ambient lighting level, protective footwear, ANSI Class II certified reflective exterior clothing or safety vest, and task appropriate gloves.

3.6 When required by work task or in proximity to machine/equipment operations, appropriate additional personal protective equipment must be utilized. This includes, but are not limited to; hearing protection, face shields for saw cutting and grinding, spats, knee-guards, metatarsal protection, ice creepers, protective clothing and shields for hot-work (welding, torch cutting or burning), belts, lanyards and full body harness for climbing and/or fall protection, and masks or respirators as prescribed by applicable laws and regulations. Norfolk Southern practices and procedures may require hearing protection or other protective equipment to be utilized without regard to the contractor's work task in specified areas of the property. Contractors should contact the designated Norfolk Southern representative to obtain copies of Norfolk Southern practices and procedures if needed.

3.7 Contractors must not wear finger rings (including silicon or plastic), earrings, open gauges, facial rings, or other articles of adornment or clothing that may be snagged by material or equipment.

[End of section]

4 - REQUIREMENTS FOR WORKING ON OR NEAR TRACKS

4.1 Contractors must not occupy, perform any work activity in, or break the vertical plane of the track zone with equipment without the permission of the designated Norfolk Southern representative. As used herein, the vertical plane of the track zone is located 15 feet outward from the centerline of the nearest track.

4.2 Contractors must not walk or stand between the rails of a track, or place themselves in the foul a live track, without the permission of designated Norfolk Southern representative. The vertical plane of the fouling zone is located 4 foot outward from the nearest rail.

4.3 Only when authorized by the designated Norfolk Southern representative may contractors enter the foul zone and cross track(s). If authorized, contractors must cross tracks at a 90 degree angle to the rails, first stopping before entering the fouling zone to look both ways and insure way is clear.

4.4 Contractors must not;

- Walk or stand between the rails of a track.
- Sit, stand, or step on rails, guard rails, switches or frogs.
- Operate any track switch or derail.
- Cross over, under, or between coupled rail cars.
- Step between or immediately in front of standing rail cars, locomotives, or on-track equipment.

4.5 All operating equipment within 25 feet of nearest rail must halt operations when a train is passing. Other equipment operating beyond 25 feet may be required to be halted by the designated Norfolk Southern representative if the operation of that equipment is deemed potentially impactful to train passage.

4.6 Contractors working adjacent to a track upon which movements are being made must maintain vigilant lookout for approaching movements, and as they pass keeping watch for loose lading or binder chains and straps that could cause personal injury.

4.7 Contractors are not expected to inspect passing trains but if a defect is noted or there are other reasons to stop a train in the case of emergency the following methods can be used:

To give an STOP signal, move the hand, flag, lamp or fusee back and forth horizontally, at right angles to the track, until acknowledged by a short blast of the engine whistle or other response from the train crew.

If a dangerous condition is observed in a passing train and its crew cannot be notified to stop by hand signal, notify the nearest Norfolk Southern representative, or contact NS Police at 800-453-2530.

4.8 Contractors must not ride on rail equipment except when authorized and in the performance of duty.

4.9 Contractors must not sit, stand, or step on any parts of railroad equipment except when authorized and in the performance of duty.

[End of section]

5 - GENERAL REQUIREMENTS FOR WORKING ON NS PROPERTY

5.1 All Contractors must perform all duties efficiently and safely while on Norfolk Southern property.

5.2 Contractors must notify the designated Norfolk Southern representative as to their whereabouts while performing work on company property, and must not occupy or use Norfolk Southern property outside the limits of the Right of Entry agreement for any purpose.

5.3 Contractors must keep premises and work areas subject to their control neat and clean. Buildings, facilities and equipment must not be defaced.

5.4 When practicable, equipment or material that would obstruct the view of the track must be left at least 300 feet from highway grade crossings.

5.5 All equipment left unattended on railroad property is to be effectively immobilized so that it cannot be moved by unauthorized persons.

5.6 While clearing and grubbing the work site, care must be taken when removing vegetation and material from the railroad embankment slopes with heavy equipment. Work should take place only in accordance with approved work plans and the permission of the designated Norfolk Southern representative.

5.7 Contractors must exercise care to prevent loss by fires. Frequent inspections must be made of the work area, and fire hazards found must be promptly corrected or reported to the proper railroad officer. No burning, welding, heating or use of open flame is permitted without permission of designated Norfolk Southern representative. Also see Sections 7 and 9 of this document.

5.8 No metallic measuring tape, chain, or rope is to be allowed to cross or touch the rails without permission of designated Norfolk Southern representative.

5.9 Motor vehicle operators must reduce speed and sound alarm when approaching persons, doorways, passageways, corners or places where persons are likely to step out.

5.10 Posted speed restrictions must be observed. If speeds are not posted movements must be made a speed that allows for stopping the vehicle in one-half the driver's range of vision.

5.11 If active railway tracks must be crossed by a motor vehicle or equipment, the driver must stop short of the track, turn-off radios, lower windows, look both ways, and not proceed until the way is known to be clear.

5.12 Contractors must comply with all local, state and federal regulations pertaining to worker safety, such as lock-out/tag-out, when working on electrical circuits, machinery, pressure lines, energy storing devices, etc..

5.13 **Standing near or in line with a cable, rope or chain under tension when a pull is being made, or standing under a load, bucket or magnet handled by hoisting equipment, is prohibited.**

5.14 **Contractors must comply with all local, state and federal regulations pertaining to worker safety in regard to confined spaces. Entry must not be allowed unless appropriate steps have been taken in accordance with the contractor's confined space entry program.**

5.15 **Operating any type of internal combustion engine in an enclosed space without adequate ventilation is prohibited.**

5.16 **Climbing or jumping over obstructions or across openings is prohibited. Use authorized paths or routes where provided.**

5.17 **Scuffling, horseplay, practical jokes, and conduct of a similar nature, while on Norfolk Southern property, are prohibited.**

5.18 **Running is prohibited.**

5.19 **Use of handrails on stairs where provided is required.**

5.20 **Smoking including the use of electronic cigarette devices is not permitted in:**

- **All office facilities, including yard offices, reporting locations, division offices, shop facilities.**
- **Company or company-provided vehicles, roadway machines, or on-track equipment.**
- **Locker rooms, restrooms, lunch rooms, or tool rooms**
- **Shop facilities (including non-office work areas)**

5.21 **Contractors should warn those who handle trash for disposal when glass, sharp metal, or pointed objects are placed in trash receptacles. Contractors whose responsibilities include emptying trash receptacles should wear work gloves and expect the presence of glass, sharp metal or pointed objects.**

5.22 **Norfolk *Southern's Four Rules of Environmental Quality* must be complied with while on property;**

1. **Don't Dump, Bury, or Burn any waste.**
2. **Properly dispose of ALL wastes.**
3. **Minimize waste.**
4. **Report and manage all spills.**

5.23 **All excess material, waste, scrap, and miscellaneous trash project generated by contractor is to be removed from Norfolk Southern property at the completion of work.**

5.24 **When requested, contractors are to supply the Material Safety Data Sheet (MSDS) for any chemicals, materials, or other substances being used at the work site.**

[End of section]

6 - REQUIREMENTS FOR TOOL & MACHINERY USAGE

6.1 **Contractors must not use tools, machinery or appliances that are improperly assembled, detective or improvised, nor use them for other than their intended purposes.**

6.1 **Tools, machinery and appliances not in use must be properly protected. Sharp points or edges must not be left exposed. Laying down a power tool with the motor running is prohibited.**

6.2 **Operating machines or appliances without safety guards in proper position is prohibited.**

6.3 **Reaching between, going between, or touching moving belts, chains and cables, or shifting them by hand is prohibited.**

6.4 **Contractor must have a Lock-out/Tag-out program that complies with applicable laws and regulations. Work on equipment, tools, or machinery must be performed in compliance with this program.**

6.5 **Using pneumatic grinding tools not equipped with a speed governor in working and safe order is prohibited.**

6.6 **Pointing pneumatic hammers or other power-actuated tools at a person is prohibited.**

6.7 **Contractors must take care that tools do not fall from scaffolds or other elevated locations.**

6.8 **Contractors must ensure that ladders are in good condition and of adequate length and meet all applicable laws and regulatory guidelines for their use and design. Contractors must ensure that scaffolds are properly constructed or assembled, are strong enough for the load, and meets all applicable laws and regulatory guidelines. Only ladders, scaffolds, man lifts, etc. that meet applicable laws and regulatory guidelines should be used.**

6.9 **Except when on a scaffold with edge barriers or when using a ladder with safety cage, contractors must use fall-protection equipment in accordance with OSHA and FRA regulations when working on;**

- **Towers and masts,**
- **When working on bridges, abutments, or other elevated structures.**
- **On steep hillsides, cliffs, or embankments.**

6.10 **Moving scaffolds or ladders from point to point while people are on them is prohibited.**

6.11 **Leaning out, or reaching out more than an arm's length from edge of ladder, scaffold, or elevated platform or structure is prohibited.**

6.12 **Contractors must maintain adequate clearance between work equipment and energized power lines.**

[End of section]

7 - REQUIREMENTS FOR ELECTRICAL & LINE WORK, HOT WORK, & CONFINED SPACE ENTRY

7.1 Only trained and qualified contractors shall work on electric wires and apparatus, climb poles or towers, enter power plants or energized substation enclosures, perform welding or torch cutting, or perform work in confined spaces. Qualified contractors performing such work must comply with all federal, state and local regulations applicable to such work.

7.2 Before climbing a pole, tower or other structure, contractors must first examine and test it to ensure it will support the weight of individuals working on the pole, tower, or structure. A defective pole must not be climbed until it has been made safe, either by pike poles or lashing it to a new pole in the event of replacement. A defective tower or other structure must be suitably reinforced before it is climbed. When ascending or descending a wooden pole, observe the pole surface and avoid setting climbing gaffs where they come in contact with cracks, holes, knots, or any other obstacles that might cause gaffs to cut out. Before commencing work on wooden poles, assure that gaffs have been recently gauged and are in safe condition for climbing.

7.3 Contractors must not stand, sit, or lean on a cross arm while working on a pole until they are positive that the arm is strong enough to safely support their weight.

7.4 When working on or handling wire, rope, or cable, on curves or at corners, contractors must not place themselves in the inside angle of the curve or corner unless they are properly protected.

7.5 When cutting wire, contractors must take particular care to secure loose ends. Contractors must use care to prevent injury when removing insulation or metal sheeting from wire and cable.

7.6 Use both hands when ascending or descending ladders, poles, or structures. Body belts, shoulder straps, or pockets must be used to carry small tools or material. Hand lines must be used for heavier items.

7.7 Two or more contractors must not climb up or down the same pole at the same time. A contractor following another must wait until the preceding contractor is either in position on the pole with safety belt fastened around the pole, or in the clear at the bottom.

7.8 Contractors are required to have their own hot work permit program that meets applicable laws and regulations.

7.9 Contractors must comply with all local, state and federal regulations pertaining to worker safety in regard to confined space entry. Entry must not be allowed unless appropriate steps have been taken in accordance with the contractor's confined space entry program which must consider and air quality monitoring and emergency evacuation.

[End of section]

8 - REQUIREMENTS FOR CRANES, HOISTS & PULLING EQUIPMENT

8.1 Contractors must see that capacity of cranes is not exceeded, that outriggers are properly used when required and that hooks, chains, cables, ropes and slings used for hoisting are of the proper size and in condition to handle the load safely.

8.2 Before using cranes, pullers, hoists, derricks, or similar equipment, the operator must ensure that the equipment is in safe condition. The contactor must ensure that all applicable laws and regulations pertaining to cranes, hooks, chains, cables, ropes and slings are complied with.

8.3 Cables, chains, pulleys, drums, and hooks must be inspected as required by applicable laws and regulations, and brakes and limit switches must be tested periodically as required by applicable laws and regulations to ensure that they are in proper condition and operate as intended. The operator must know the lifting capacity of the equipment.

8.4 Warning must be given to alert anyone in or near the path of a moving load or load handling equipment. Movement must stop unless everyone is clear.

8.5 Standing near or in line with a cable, rope or chain under tension when a pull is being made, or standing under a load, bucket or magnet handled by hoisting equipment, is prohibited. All machinery used to pull cables or chains must have safety shields.

8.6 No crane or boom equipment is allowed within 25 feet of nearest rail without specific permission of the designated Norfolk Southern representative.

8.7 No crane, boom equipment, or any part of a suspended load is allowed to foul the vertical plane of the Track Zone (15 feet from centerline of nearest track), or lift a load over a track without permission of the designated Norfolk Southern representative.

8.8 All contractors are to stay with their machines when crane or boom equipment is pointed toward track.

8.9 All cranes and boom equipment under load (to include pile driving) and other operating equipment within 25 feet of nearest rail must stop work when a train is passing. Other operating equipment may be required to be halted by the designated Norfolk Southern representative if the operation of that equipment is deemed potentially impactful to train passage.

8.10 Swinging loads must be secured to prevent movement while train is passing.

8.11 No loads are to be suspended above a moving train.

8.12 All contractor cranes and boom equipment is to be turned away from track after each work day or whenever equipment is unattended by the operator.

[End of section]

9 - REQUIREMENTS FOR EMERGENCY RESPONSE PLANNING & WORK SITE FIRE PROTECTION

9.1 EMERGENCY RESPONSE

- Contractors must:
- Know the street address of work site or other identifiable point of reference for the work site.
- Know the contact procedures for the nearest emergency service department serving the work site.
- Have a working means of making contact with emergency services readily available on-site.
- Establish a clear emergency alarm/signal for workers at the work site, identify a planned evacuation route, and a designated a reassembly point.

9.2 FIRE EXTINGUISHERS

- Contractors must:
- Have the appropriate type of device available on-site for the type work being performed.
- Have an appropriate number of devices available for the volume of work being performed.
- Ensure workers know; where the nearest fire extinguisher is located, how to operate it, and what type of fire on which it should be used.

9.3 COMBUSTIBLES

- Combustible material under or near welding, cutting or grinding operations must be moved a safe distance away, or covered with fire retardant material. Where this is not possible, all sparks and slag must be contained in an approved spark catcher.
- Work areas must be orderly and maintained free of trash and scrap material as necessary to help prevent fires.

9.4 FLAMMABLE LIQUIDS & REFUELING

- Smoking or open flames shall not be allowed within 25 feet of areas where fuel is being dispensed.
- Equipment must not be refueled while running or when hot.
- If necessary to transport gasoline or other flammable liquids, contractors must:
  - Use SAFETY CANS bearing Underwriters Laboratories or Factory Mutual logos.
  - Have a fire extinguisher readily available.
  - Maintain ventilation, and
  - Ensure protection against fire.

9.5 FLAMMABLE GAS USAGE & HANDLING

- The use of matches, cigarette lighters, or other open flames to light torches is prohibited. Operator should light his own torch using only a friction spark lighter or hot metal.
- Gas Cylinder valves and regulators must be closed when moving equipment from one area of the work site to another, or when leaving equipment unattended.
- Throwing, dropping or roughly handling loaded or empty oxygen, acetylene or other gas cylinders, or carboys, is prohibited.
- Hoisting gas cylinders without cradle is prohibited. Gas cylinders must not be handled by a magnet.

[End of section]

CONTACT INFORMATION

Norfolk Southern Railroad Police

Network Communication Center
800-453-2530
(Use this number to make emergency notifications of conditions impacting railroad property, the safe passage of trains, or highway at-grade crossing light/gate failures)

RailPros

Designated Administrator & Field Coordinator for NS Pipe & Wireline Occupancy Program
833-315-0594

Norfolk Southern Real Estate Department

System Manager Property Services
404-962-5653

Norfolk Southern Engineering Department

Chief Engineer - Design & Construction
404-529-1221

System Manager Utility Engineering
404-962-5542

Norfolk Southern Safety & Environmental Department

404-582-5374

Project Specific Contact Information (should be completed by Contractor)

Project Name: _____

Project Owner: _____

Project Location: _____ **R.R. MP:** _____

Designated Norfolk Southern Representative(s)

NAME: _____

CONTACT NUMBER: _____

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

Items 1, 3 - 9 are optional and discretionary to the undersigned

THIS WASTE AGREEMENT, made this _____ day of _____ 20___ , by and between _____ (called "Contractor"), and _____ of _____ (called "Land Owner"), concerning a certain construction contract between the Contractor and _____ in the City of Canton, OH for the _____ (project), as follows:

1. MANNER OF WASTING: Land Owner grants to Contractor the exclusive right to place dirt, earth, rock, topsoil, subsurface, unsuitable and/or other excess material (called "waste material") upon the area described in the following paragraph without requirement, limit, or restriction as to depth, amount, manner, or time.
2. WASTE AREA: The property upon which Contractor is permitted to place material is commonly known as _____ (address).
3. TITLE TO WASTE AREA: The Land Owner warrants that it has title to and the right to contract for placement of waste material in said area and agrees to defend and indemnify Contractor against any claim, suit, or damage arising out of such title or right to contract.
4. ACCESS AND USE: Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete fulfillment of this agreement, and the right of quiet enjoyment in the intended use of such area.
5. PAYMENT: Contractor agrees to pay and Land Owner agrees to accept as full and final compensation for all rights granted and covenants contained herein and all claims of every nature the sum of _____ payable _____ .
6. BASIS OF MEASUREMENTS: It is mutually agreed that measurement of the amount of materials wasted, where required, shall be made on the following basis: _____ and said measurement shall be binding upon the parties hereto for all purposes.
7. DAMAGES: Land Owner hereby waives any and all claims for damage to the waste area and to the area of ingress and egress except as specifically noted herein.
8. RELEASE: Upon receipt of final payment hereunder, and provided all terms of this agreement have been fulfilled, Land Owner hereby releases Contractor from further liability of any kind or nature hereunder.

WITNESSES:

_____

_____

CONTRACTOR:

_____
Authorized Signature & Title

LANDOWNER:

_____
Signature

9. ENTIRE AGREEMENT: It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.
10. DISCLAIMER: The City of Canton is not a party to the here above agreement. The Contractor and Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the here above agreement. The waste material is the property of the Contractor, not the City of Canton.

Appendix C

CITY OF CANTON
MARKET AVENUE SOUTH STREETSCAPE PH 3

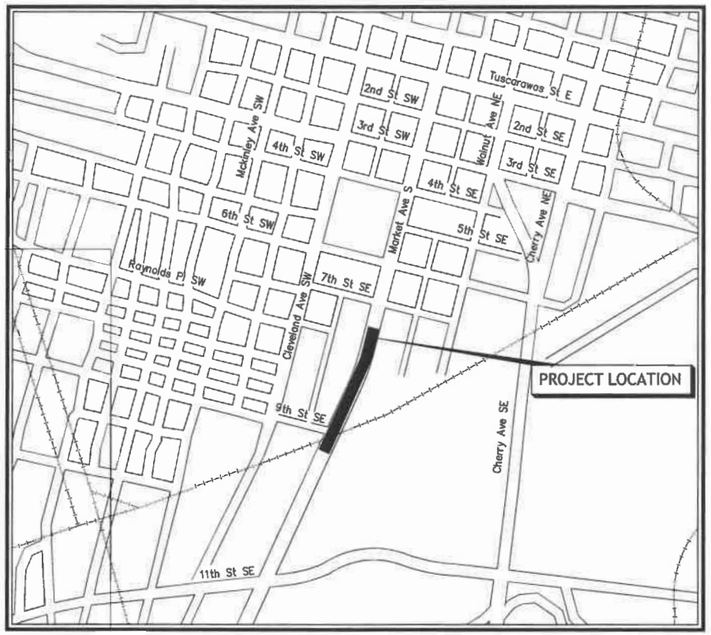
STARK COUNTY, OHIO
CITY OF CANTON - GP 1319
ISSUED: MARCH 2021

SITE PLAN LEGEND

EXISTING	PROPOSED	
	10	CENTERLINE/BASELINE CONSTRUCTION
P	P	PROPERTY LINE
Ex R/W	R/W	RIGHT OF WAY
		EASEMENT
	TMP	TEMPORARY RIGHT OF WAY
1000	1000	CONTOUR
		SWALE (EDGE OF WATER)
X X X	X X X	FENCELINE
G G G G G		GUARDRAIL
		RAILROAD TRACKS
X" STM	X" STM	STORM SEWER
X" SAN	X" SAN	SANITARY SEWER
X" SAN FM	X" SAN FM	SANITARY SEWER FORCEMAIN
X" WTR W	X" WTR W	WATER LINE
X" GAS G	X" GAS G	GAS LINE
COM	COM	GENERIC COMMUNICATIONS LINE
CTV		CABLE TV LINE
E	E	ELECTRIC LINE
FO	FO	FIBER OPTIC LINE
STE	STE	STEAM LINE
T	T	TELEPHONE LINE (UNDERGROUND)
TR	TR	TRAFFIC SIGNAL CONDUIT
TIC	TIC	TRAFFIC INTERCONNECT CONDUIT
ST	ST	STORM MANHOLES, CATCH BASINS, CURB INLETS
SA CO SAI SEP TNK	SA CO	SANITARY MANHOLE, CLEANOUT, MARKER, VENT PIPE, SEPTIC TANK LID
W W	W W	FIRE HYDRANT, HYDRANT ASSEMBLY, WATER VALVE, METER, SERVICE BOX
G HG G		GAS METER, VALVE, MANHOLE, MARKER, VENT PIPE
E E E EV	LT	GROUND MOUNTED TRANSFORMER, ELECTRIC PULL BOX, METER, MANHOLE, VAULT, LIGHTING PULL BOX
TR TR	TR	SIGNAL POLE, TRAFFIC PULL BOX, MANHOLE, CONTROLLER CABINET, PAD MOUNTED CABINET
TV T AC		CABLE TV BOX, TELEPHONE BOX, AIR CONDITIONER, SATELLITE DISH, CELLPHONE TOWER, GROUND LITE
M WELL G WELL O WELL CIST		MONITORING WELL, GAS WELL, OIL WELL, CISTERN, SOIL BORING
T T U UM		TELEPHONE BOX, TELEPHONE MANHOLE, UNKNOWN UTILITY BOX, UNKNOWN MANHOLE
		POWER POLE, TELEPHONE POLE, LIGHT POLE, COMBINATION POLES, GENERIC/GUY POLE, GUY WIRE
MB	P	STREET SIGNS, STREE NAME SIGN, POST, MAILBOX, FLAG POLE, FLAG, PARKING METER
		DECIDUOUS TREE, EVERGREEN, SHRUB, STUMP, ROCK, TREE REMOVED/PRUNED
M IPF	M IPS	MONUMENT BOX, IRON PIN/PIPE

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THESE PLAN BID DOCUMENTS SHALL GOVERN THIS IMPROVEMENT. FOR PURPOSES OF THIS PLAN, REFERENCES TO DIRECTOR OR ENGINEER SHALL BE CONSTRUED TO MEAN THE CITY ENGINEER AND/OR HIS REPRESENTATIVES.



LOCATION MAP

0 500 1000
GRAPHIC SCALE IN FEET

Know what's below. Call before you dig.

ODOT SUPPLEMENTAL SPECIFICATIONS

SPEC NO	DATE
800	1/21/2022
821	4/20/2012
832	10/19/2018
921	4/20/2012

ODOT STANDARD DRAWING INDEX

STD DWG NO	DATE	STD DWG NO	DATE
BP-3.1	1/21/2022	TC-71.10	7/16/2021
DM-1.1	7/17/2020	TC-74.10	1/21/2022
DM-4.4	1/15/2016	MT-97.10	4/19/2019
HL-30.22	1/15/2021	MT-97.11	1/20/2017
TC-22.20	1/17/2014	MT-101.90	7/17/2020
TC-42.20	10/18/2013	MT-110.10	7/19/2013
TC-52.10	10/18/2013		
TC-52.20	1/15/2021		

CITY OF CANTON STANDARD DRAWING INDEX

STD DWG NO	DATE	STD DWG NO	DATE	STD DWG NO	DATE	STD DWG NO	DATE
1	12/8/20	24	2/26/2021	33	3/2/2021	45	3/4/2021
4	2/4/2021	27	2/26/2021	34	3/2/2021	61-65	7/6/18
10	2/26/2021	28	2/26/2021	40	3/4/2021		
12	2/26/21	29	3/1/2021	41	3/4/2021		
13	2/26/21	30	3/1/2021	42	3/4/2021		
18	2/24/21	31	3/1/2021	43	3/4/2021		
19	2/26/21	32	3/2/2021	44	3/4/2021		

INDEX OF DRAWINGS

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SCHEMATIC PLAN	2
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STREETSCAPE PLANS AND DETAILS	29-33

APPROVALS:
CITY OF CANTON

CITY ENGINEER — Date 3/23/22

PLANS PREPARED AND RECOMMENDED BY:

Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
HQ 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
W ENVDESIGNGROUP.COM

STATE OF OHIO — BRADLEY J. BENDLE — E-83918 — REGISTERED PROFESSIONAL ENGINEER — 3/15/2022

REVISED:

SET NO.

PROJ. NUMBER	21-00154-010	TITLE SHEET	SHEET 1 OF 33
DESIGNED BY:	RMS / BJB		
DRAWN BY:	RMS / JAN		
FILE NO.	ZTITL 21-00154-010.dwg		

E:\CANTON\21-00154-010 MARKET AVE. S. STREETSCAPE PHASE 3\CADD\PLANS\TITLE 21-00154-010 - 2/15/2022 11:52:49 AM

START PROJECT
STA 972+39.18

NORFOLK SOUTHERN R/W (VARIES)

MARKET AVE S (60')

9TH ST (60')

S 75°45'38" E

℄ EX. R/W 9TH ST

79°46'51"

100°13'9"

MARKET AVE S (70')

N 24°27'31" E

℄ EX. R/W MARKET AVE S

SEE BELOW

℄ MARKET AVE. S. STA 977+50

MATCHLINE

CNPT 3
MAG NAIL SET IN ASPHALT
STA. 974+41.80, 28.64' RT
N 411879.45, E 2279340.59
EL. 1036.61

SEE ABOVE

℄ MARKET AVE. S. STA 977+50

MATCHLINE

END PROJECT
STA 982+00.33

℄ EX. R/W 7TH ST

PI:979+61.72

MARKET AVE S (VARIES)

N 14°20'51" E

℄ EX. R/W MARKET AVE S

90°1'24"

89°58'36"

℄ EX. R/W RAYNOLDS PL SE

S 75°40'33" E

MARKET AVE S (100')

PI:984+10.13

90°8'32"

89°51'28"

S 75°47'41" E

7TH STREET SE (50')

RAYNOLDS PL SE (40')

CNPT 2
PK NAIL IN SIDEWALK
STA. 981+20.80, 51.56' RT
N 412505.90, E 2279619.18
EL. 1050.89

CNPT 1
PK NAIL IN GRASS
STA. 985+24.02, 37.05' RT
N 412900.12, E 2279705.02
EL. 1052.46
NOTE: MAY BE DISTURBED DURING PHASE 2 CONSTRUCTION

Ex R/W

P/L

0 20 40
GRAPHIC SCALE IN FEET

(A) ℄ EX. R/W MARKET AVE. S. STA. 974+67.57 = ℄ EX. R/W 7TH ST. STA. 190+00.00
N 411914.76, E 2279325.19

(B) ℄ EX. R/W MARKET AVE. S. STA. 981+41.27 = ℄ EX. R/W RAYNOLDS PL SE STA. 180+00.00
N 412538.52, E 2279574.28

(C) ℄ EX. R/W MARKET AVE. S. STA. 984+10.06 = ℄ EX. R/W 7TH ST. STA. 70+00.00
N 412798.94, E 2279640.93

Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
115 E 450 GRANT ST., AKRON, OH 44311
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W ENVDESIGNGROUP.COM

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MARKET AVENUE SOUTH STREETSCAPE PH 3

CITY OF CANTON

EST. 1805 CANTON, OHIO

100% SUBMITTAL

DATE: _____

REVISIONS

Δ	DATE	DESCRIPTION
-	.	.
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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

SCHEMATIC PLAN

E:\CANTON\21-00154-010 MARKET AVE. S. STREETSCAPE PHASE 3\CAD\DELIVERABLES\CNH 21-00154-010 - 3/15/2022 11:52:24 AM

TYPICAL SECTION LEGEND

(1) ITEM 202 – PAVEMENT REMOVED

(2) ITEM 202 – WALK REMOVED

(3) ITEM 202 – CURB REMOVED

(4) ITEM 203 – EXCAVATION AND EMBANKMENT (SEE NOTE 5)

(5) ITEM 204 – SUBGRADE COMPACTION

(6) ITEM 254 – PAVEMENT PLANING, 2"

(7) ITEM 301 – 4" ASPHALT CONCRETE BASE, PG64–22 (449)

(8) ITEM 304 – 4" AGGREGATE BASE

(9) ITEM 304 – 6" AGGREGATE BASE

(10) ITEM 304 – FILL VOID TO BOTTOM OF EXISTING PAVEMENT SUBGRADE WITH AGGREGATE BASE, THICKNESS VARIES

(11) ITEM 407 – TACK COAT, AS PER PLAN

(12) ITEM 408 – PRIME COAT (0.4 GAL/SY)

(13) ITEM 424 – 3/4" FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A, (449)

(14) ITEM 441 – VARIABLE DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64–22, (449) (APPROX. 1 1/4")

(15) ITEM 605 – 4" PIPE UNDERDRAIN (SEE STD. DWG. #32)

(16) ITEM 608 – 5" CONCRETE WALK (SEE STD. DWG. #29) SEE NOTE 6

(17) ITEM 609 – CONCRETE CURB (SEE STD. DWG. #30)

(18) ITEM 652 – 4" SCREENED TOPSOIL

(19) ITEM 659 – SEEDING AND MULCHING, AS PER PLAN

(20) ITEM 671 – TEMPORARY EROSION CONTROL MAT, TYPE A

(21) ITEM SPEC – CITY OF CANTON STREETSCAPE (SEE STD. DWG. #40)

(22) ITEM SPEC – PAVEMENT REPAIR (SEE STD. DWG. #31)

(23) ITEM 661 – PLANTING MISC.: GRAVEL

(A) EXISTING PAVEMENT, THICKNESS UNVERIFIED (SEE NOTE 4)

(B) EXISTING BRICK PAVERS, UNKNOWN THICKNESS AND COMPOSITION

(C) EXISTING CONCRETE WALK, UNKNOWN THICKNESS

(D) EXISTING CONCRETE CURB

(E) EXISTING CONCRETE CURB, INTEGRAL WITH WALK

(F) EXISTING ASPHALT OVERLAY, 3"±

(G) EXISTING ASPHALT, 2"±

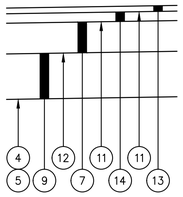
(H) EXISTING BINDER, 1 1/2"±

(I) EXISTING CONCRETE, 6"±

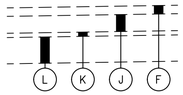
(J) EXISTING BRICK, 4"±

(K) EXISTING MORTAR, 1"±

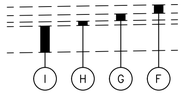
(L) EXISTING CONCRETE, 5"±



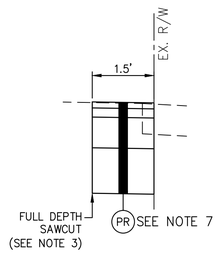
PR. PAVEMENT BUILDUP



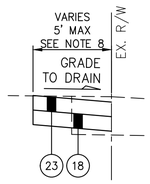
EX. BRICK BUILDUP



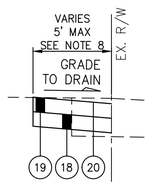
EX. ASPHALT BUILDUP



PAVEMENT REPLACEMENT
APPLIES STA 973+85.00 TO STA 977+32.35 LT



LANDSCAPING BED REPLACEMENT
APPLIES STA 977+57.17 TO STA 978+73.25 LT



LAWN REPLACEMENT
APPLIES STA 974+69.04 TO STA 977+26.70 RT

BEYOND R/W DETAILS
LEFT SHOWN, RIGHT SIMILAR
SEE NOTE 8

[A]

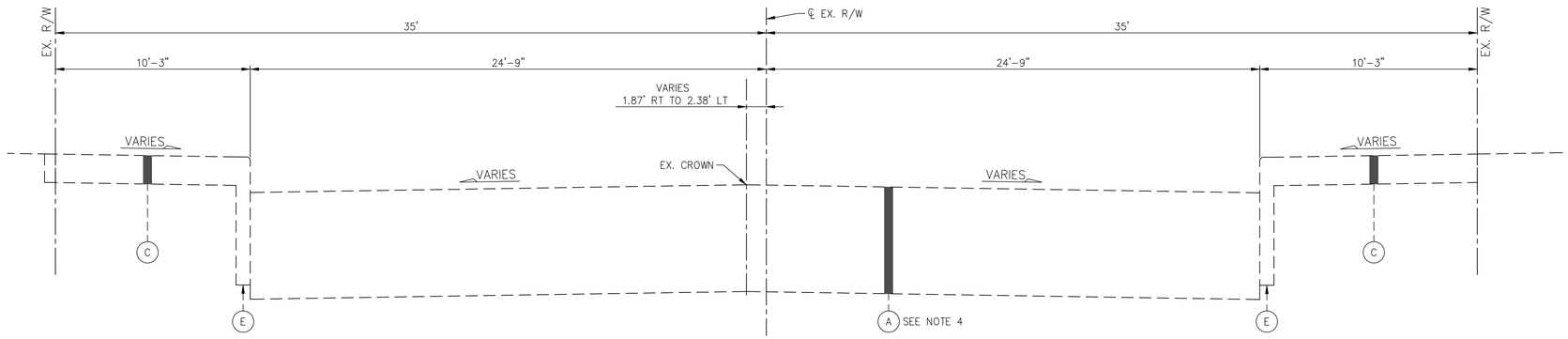
STATION LIMITS FROM	STATION LIMITS TO	WIDTH VARIANCE
973+59.00	974+35.00	4.00'
974+35.00	978+73.25	5.50'

[B]

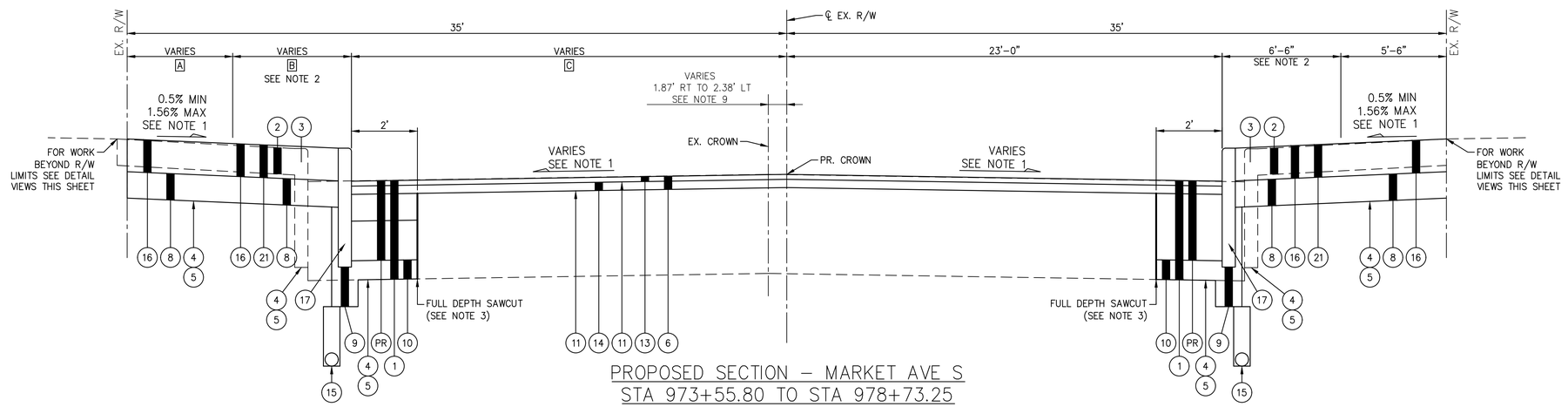
STATION LIMITS FROM	STATION LIMITS TO	WIDTH VARIANCE
973+59.00	973+80.41	5.22' TO 6.00'
973+80.41	974+01.00	6.00'
974+01.00	974+06.00	6.00' TO 6.94'
974+06.00	974+25.00	6.94' TO 7.13'
974+25.00	974+35.00	7.13' TO 8.00'
974+35.00	978+73.25	6.50'

[C]

STATION LIMITS FROM	STATION LIMITS TO	WIDTH VARIANCE
973+59.00	973+80.41	25.78' TO 25.00'
973+80.41	974+01.00	25.00'
974+01.00	974+06.00	25.00' TO 24.06'
974+06.00	974+25.00	24.06' TO 23.87'
974+25.00	974+35.00	23.87' TO 23.00'
974+35.00	978+73.25	23.00'



EXISTING SECTION – MARKET AVE S
STA 973+55.80 TO STA 978+73.25
NOT TO SCALE



PROPOSED SECTION – MARKET AVE S
STA 973+55.80 TO STA 978+73.25
NOT TO SCALE

NOTES:

1. CROSS SLOPE VARIES. SEE LAYOUT PLANS, SHEETS 12–15, FOR GRADING AND ELEVATIONS.
2. PAVEMENT BUILDUP IN THIS AREA SHALL CONSIST OF STANDARD CONCRETE WALK AND CITY OF CANTON STREETSCAPE BRICK PAVERS. SEE CANTON STD. DWG NO. 40 FOR BUILDUP OF PAVER SECTION AND LAYOUT PLANS FOR LOCATIONS.
3. COST FOR SAWCUTTING SHALL BE INCLUDED IN THE BID PRICE FOR PAVEMENT REMOVAL.
4. PER CITY RECORDS, EXISTING PAVEMENT BUILDUP VARIES WITHIN THE PROJECT AREA. LOCATIONS OF VARIATION ARE UNKNOWN. SEE EXISTING PAVEMENT BUILDUP DETAILS FOR APPROXIMATE BUILDUPS THAT MAY BE ENCOUNTERED.

   CONTRACTOR SHALL VERIFY PAVEMENT BUILDUP PRIOR TO MOBILIZING EQUIPMENT NECESSARY TO COMPLETE THE WORK INCLUDED IN THIS PROJECT.
5. COST FOR EXCAVATION AND EMBANKMENT SHALL BE INCLUDED IN THE BID PRICE FOR THE OTHER ITEMS NECESSITATING THE WORK.
6. CONCRETE WALK AT DRIVEWAYS SHALL BE 7" THICK PER STD. DWG #27 & #28.
7. PROPOSED PAVEMENT BEYOND LIMITS OF WALK SHALL MATCH EXISTING ASPHALT PAVEMENT BUILDUP WHERE PAVEMENT IS REMOVED. FOR BIDDING PURPOSES QUANTITIES HAVE BEEN GENERATED USING THE PROPOSED ROADWAY PAVEMENT. SLOPE THE NEW PAVEMENT AS REQUIRED FROM BACK OF WALK ELEVATION TO THE EXISTING PAVEMENT.
8. IN LOCATIONS WHERE NO WORK IS DENOTED BEYOND THE EXISTING R/W LIMITS WORK SHALL END AT THE R/W. EXISTING PAVEMENT/WALK SHALL BE SAWCUT AT THE EXISTING R/W LINE AND PROPOSED WORK SHALL MEET THE EXISTING PAVEMENT OR WALK TO REMAIN.
9. TO SHIFT CROWN FROM EXISTING LOCATION TO PROPOSED LOCATION, THE EXISTING CENTERLINE R/W, APPLY INTERMEDIATE COURSE WITH VARIABLE DEPTH. MAINTAIN EXISTING CROSS SLOPE LEFT OF EXISTING CROWN LINE AND CONTINUE CROSS SLOPE TO PROPOSED CROWN LINE. INTERMEDIATE COURSE LEFT OF EXISTING CROWN LINE WILL BE A UNIFORM 1 1/4" THICKNESS. BETWEEN THE EXISTING AND PROPOSED CROWN, INTERMEDIATE COURSE WILL BE WEDGE SHAPED WITH A THICKNESS OF 1 1/4" AT THE EXISTING CROWN AND A THICKER DEPTH AT THE PROPOSED CROWN. CROSS SLOPE RIGHT OF PROPOSED CROWN LINE WILL BE A WEDGE WITH A THICKNESS OF 1 1/4" AT THE CURB LINE AND A THICKER DEPTH AT THE PROPOSED CROWN.

Environmental Design Group
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W ENVDESIGNGROUP.COM

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MARKET AVENUE SOUTH STREETSCAPE PH 3

CITY OF CANTON

EST. 1805 CANTON, OHIO

100% SUBMITTAL

DATE:

REVISIONS

Δ	DATE	DESCRIPTION
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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

TYPICAL SECTIONS

E:\CANTON\21-00154-010\MARKET AVE. S. STREETSCAPE PHASE 3\CAD\DELIVERABLE\TYP3 21-00154-010 - 3/15/2022 11:52:26 AM

TYPICAL SECTION LEGEND

(1) ITEM 202 – PAVEMENT REMOVED

(2) ITEM 202 – WALK REMOVED

(3) ITEM 202 – CURB REMOVED

(4) ITEM 203 – EXCAVATION AND EMBANKMENT (SEE NOTE 5)

(5) ITEM 204 – SUBGRADE COMPACTION

(6) ITEM 254 – PAVEMENT PLANING, 2"

(7) ITEM 301 – 4" ASPHALT CONCRETE BASE, PG64-22 (449)

(8) ITEM 304 – 4" AGGREGATE BASE

(9) ITEM 304 – 6" AGGREGATE BASE

(10) ITEM 304 – FILL VOID TO BOTTOM OF EXISTING PAVEMENT SUBGRADE WITH AGGREGATE BASE, THICKNESS VARIES

(11) ITEM 407 – TACK COAT, AS PER PLAN

(12) ITEM 408 – PRIME COAT (0.4 GAL/SY)

(13) ITEM 424 – 3/4" FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A, (449)

(14) ITEM 441 – VARIABLE DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64-22, (449) (APPROX. 1 1/4")

(15) ITEM 605 – 4" PIPE UNDERDRAIN (SEE STD. DWG. #32)

(16) ITEM 608 – 5" CONCRETE WALK (SEE STD. DWG. #29) SEE NOTE 6

(17) ITEM 609 – CONCRETE CURB (SEE STD. DWG. #30)

(18) ITEM 652 – 4" SCREENED TOPSOIL

(19) ITEM 659 – SEEDING AND MULCHING, AS PER PLAN

(20) ITEM 671 – TEMPORARY EROSION CONTROL MAT, TYPE A

(21) ITEM SPEC – CITY OF CANTON STREETSCAPE (SEE STD. DWG. #40)

(22) ITEM SPEC – PAVEMENT REPAIR (SEE STD. DWG. #31)

(23) ITEM 661 – PLANTING MISC.: GRAVEL

(A) EXISTING PAVEMENT, THICKNESS UNVERIFIED (SEE NOTE 4)

(B) EXISTING BRICK PAVERS, UNKNOWN THICKNESS AND COMPOSITION

(C) EXISTING CONCRETE WALK, UNKNOWN THICKNESS

(D) EXISTING CONCRETE CURB

(E) EXISTING CONCRETE CURB, INTEGRAL WITH WALK

(F) EXISTING ASPHALT OVERLAY, 3"±

(G) EXISTING ASPHALT, 2"±

(H) EXISTING BINDER, 1 1/2"±

(I) EXISTING CONCRETE, 6"±

(J) EXISTING BRICK, 4"±

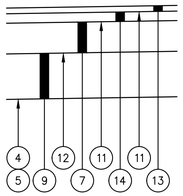
(K) EXISTING MORTAR, 1"±

(L) EXISTING CONCRETE, 5"±

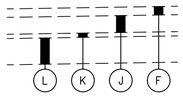
NOTES:

1. CROSS SLOPE VARIES. SEE LAYOUT PLANS, SHEETS 12–15, FOR GRADING AND ELEVATIONS.
2. PAVEMENT BUILDUP IN THIS AREA SHALL CONSIST OF STANDARD CONCRETE WALK AND CITY OF CANTON STREETSCAPE BRICK PAVERS. SEE CANTON STD. DWG NO. 40 FOR BUILDUP OF PAVER SECTION AND LAYOUT PLANS FOR LOCATIONS. ACTUAL WIDTH WILL VARY TO MEET EXISTING BOTTOM OF WALL, FACE OF BUILDING, OR EXISTING ADJACENT PAVEMENT.
3. COST FOR SAWCUTTING SHALL BE INCLUDED IN THE BID PRICE FOR PAVEMENT REMOVAL.
4. PER CITY RECORDS, EXISTING PAVEMENT BUILDUP VARIES WITHIN THE PROJECT AREA. LOCATIONS OF VARIATION ARE UNKNOWN. SEE EXISTING PAVEMENT BUILDUP DETAILS FOR APPROXIMATE BUILDUPS THAT MAY BE ENCOUNTERED.

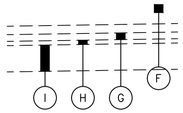
   CONTRACTOR SHALL VERIFY PAVEMENT BUILDUP PRIOR TO MOBILIZING EQUIPMENT NECESSARY TO COMPLETE THE WORK INCLUDED IN THIS PROJECT.
5. COST FOR EXCAVATION AND EMBANKMENT SHALL BE INCLUDED IN THE BID PRICE FOR THE OTHER ITEMS NECESSITATING THE WORK.
6. CONCRETE WALK AT DRIVEWAYS SHALL BE 7" THICK PER STD. DWG #27 & #28.
7. PROPOSED CROWN LINE IS ALONG A CURVE HAVING A 1000' RADIUS BEGINNING AND ENDING ON THE CENTERLINE RIGHT OF WAY AT THE BEGIN AND END STATIONS FOR THIS TYPICAL SECTION.
8. IN LOCATIONS WHERE THERE IS GRASS OR LANDSCAPING BEDS BEYOND PROPOSED SIDEWALK LIMITS, GRADE TO DRAIN WITHIN 5' OF LIMITS OF PROPOSED WALK. AREAS OF GRASS SHALL HAVE ITEMS 18, 19, AND 20 APPLIED PER THE TABLE ON THIS SHEET. AREAS OF LANDSCAPING BEDS SHALL HAVE ITEMS 18 AND 23 PER THE TABLE ON THIS SHEET.
9. TO SHIFT CROWN FROM EXISTING LOCATION TO PROPOSED LOCATION, THE EXISTING CENTERLINE R/W, APPLY INTERMEDIATE COURSE WITH VARIABLE DEPTH. MAINTAIN EXISTING CROSS SLOPE LEFT OF EXISTING CROWN LINE AND CONTINUE CROSS SLOPE TO PROPOSED CROWN LINE. INTERMEDIATE COURSE LEFT OF EXISTING CROWN LINE WILL BE A UNIFORM 1 1/4" THICKNESS. BETWEEN THE EXISTING AND PROPOSED CROWN, INTERMEDIATE COURSE WILL BE WEDGE SHAPED WITH A THICKNESS OF 1 1/4" AT THE EXISTING CROWN AND A THICKER DEPTH AT THE PROPOSED CROWN. CROSS SLOPE RIGHT OF PROPOSED CROWN LINE WILL BE A WEDGE WITH A THICKNESS OF 1 1/4" AT THE CURB LINE AND A THICKER DEPTH AT THE PROPOSED CROWN.



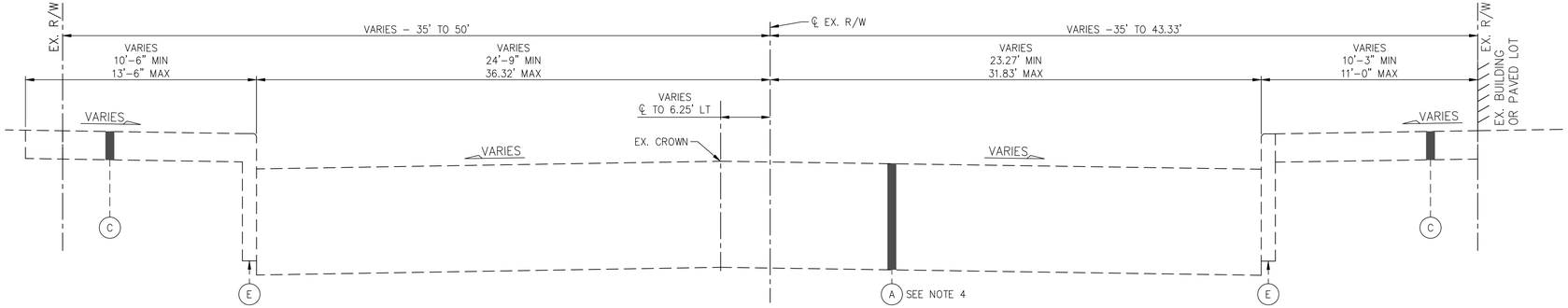
PR. PAVEMENT BUILDUP



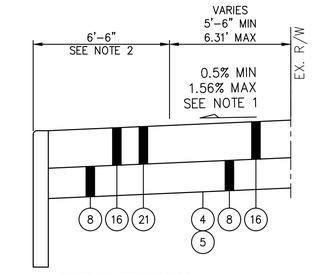
EX. BRICK BUILDUP



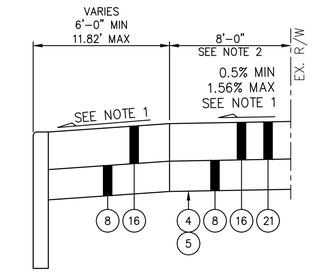
EX. ASPHALT BUILDUP



EXISTING SECTION – MARKET AVE S
STA 978+73.25 TO STA 980+50.18
NOT TO SCALE

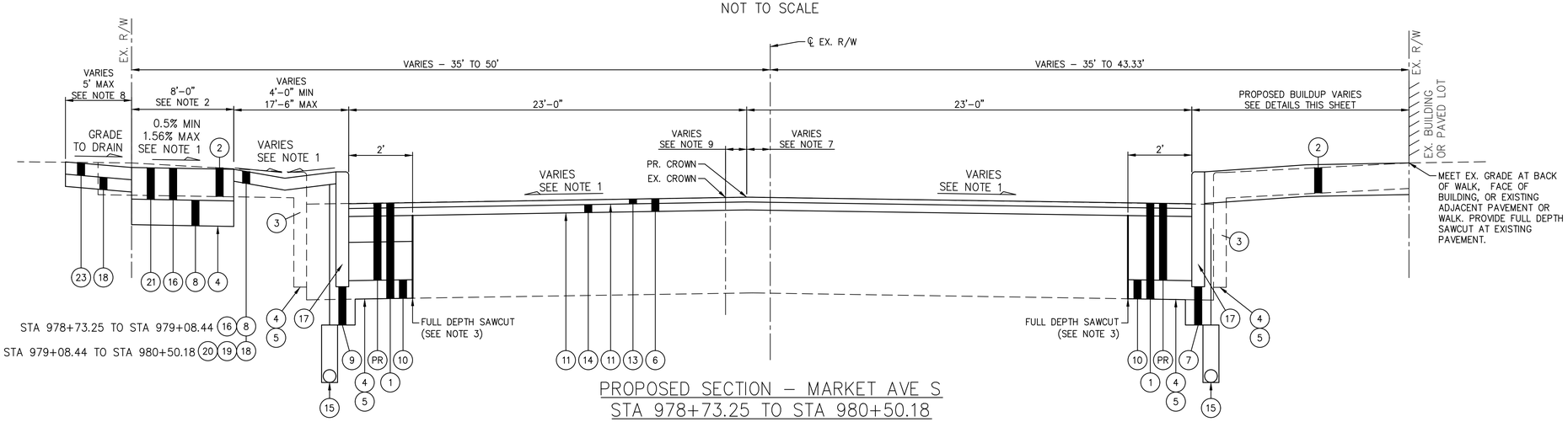


STANDARD STREETSCAPE
APPLIES STA 978+73.25 TO STA 979+27.00



DOWNTOWN STREETSCAPE
APPLIES STA 979+27.00 TO STA 978+73.25

WALK RIGHT DETAILS



PROPOSED SECTION – MARKET AVE S
STA 978+73.25 TO STA 980+50.18
NOT TO SCALE

Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
165 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
W ENVDESIGNGROUP.COM

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MARKET AVENUE SOUTH STREETSCAPE PH 3

CITY OF CANTON

EST. 1805 CANTON, OHIO

100% SUBMITTAL

DATE: _____

REVISIONS

△	DATE	DESCRIPTION
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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

TYPICAL SECTIONS

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TYPICAL SECTION LEGEND

(1) ITEM 202 – PAVEMENT REMOVED

(2) ITEM 202 – WALK REMOVED

(3) ITEM 202 – CURB REMOVED

(4) ITEM 203 – EXCAVATION AND EMBANKMENT (SEE NOTE 5)

(5) ITEM 204 – SUBGRADE COMPACTION

(6) ITEM 254 – PAVEMENT PLANING, 2"

(7) ITEM 301 – 4" ASPHALT CONCRETE BASE, PG64–22 (449)

(8) ITEM 304 – 4" AGGREGATE BASE

(9) ITEM 304 – 6" AGGREGATE BASE

(10) ITEM 304 – FILL VOID TO BOTTOM OF EXISTING PAVEMENT SUBGRADE WITH AGGREGATE BASE, THICKNESS VARIES

(11) ITEM 407 – TACK COAT, AS PER PLAN

(12) ITEM 408 – PRIME COAT (0.4 GAL/SY)

(13) ITEM 424 – 3/4" FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A, (449)

(14) ITEM 441 – VARIABLE DEPTH ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG 64–22, (449) (APPROX. 1 1/4")

(15) ITEM 605 – 4" PIPE UNDERDRAIN (SEE STD. DWG. #32)

(16) ITEM 608 – 5" CONCRETE WALK (SEE STD. DWG. #29) SEE NOTE 6

(17) ITEM 609 – CONCRETE CURB (SEE STD. DWG. #30)

(18) ITEM 652 – 4" SCREENED TOPSOIL

(19) ITEM 659 – SEEDING AND MULCHING, AS PER PLAN

(20) ITEM 671 – TEMPORARY EROSION CONTROL MAT, TYPE A

(21) ITEM SPEC – CITY OF CANTON STREETSCAPE (SEE STD. DWG. #40)

(22) ITEM SPEC – PAVEMENT REPAIR (SEE STD. DWG. #31)

(23) ITEM 661 – PLANTING MISC.: GRAVEL

(A) EXISTING PAVEMENT, THICKNESS UNVERIFIED (SEE NOTE 4)

(B) EXISTING BRICK PAVERS, UNKNOWN THICKNESS AND COMPOSITION

(C) EXISTING CONCRETE WALK, UNKNOWN THICKNESS

(D) EXISTING CONCRETE CURB

(E) EXISTING CONCRETE CURB, INTEGRAL WITH WALK

(F) EXISTING ASPHALT OVERLAY, 3"±

(G) EXISTING ASPHALT, 2"±

(H) EXISTING BINDER, 1 1/2"±

(I) EXISTING CONCRETE, 6"±

(J) EXISTING BRICK, 4"±

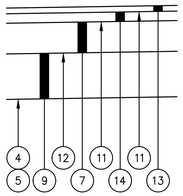
(K) EXISTING MORTAR, 1"±

(L) EXISTING CONCRETE, 5"±

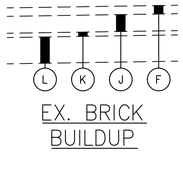
NOTES:

1. CROSS SLOPE VARIES. SEE LAYOUT PLANS, SHEETS 12–15, FOR GRADING AND ELEVATIONS.
2. PAVEMENT BUILDUP IN THIS AREA SHALL CONSIST OF STANDARD CONCRETE WALK AND CITY OF CANTON STREETSCAPE BRICK PAVERS. SEE CANTON STD. DWG NO. 40 FOR BUILDUP OF PAVER SECTION AND LAYOUT PLANS FOR LOCATIONS. ACTUAL WIDTH WILL VARY TO MEET EXISTING BOTTOM OF WALL, FACE OF BUILDING, OR EXISTING ADJACENT PAVEMENT.
3. COST FOR SAWCUTTING SHALL BE INCLUDED IN THE BID PRICE FOR PAVEMENT REMOVAL.
4. PER CITY RECORDS, EXISTING PAVEMENT BUILDUP VARIES WITHIN THE PROJECT AREA. LOCATIONS OF VARIATION ARE UNKNOWN. SEE EXISTING PAVEMENT BUILDUP DETAILS FOR APPROXIMATE BUILDUPS THAT MAY BE ENCOUNTERED.

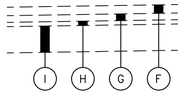
   CONTRACTOR SHALL VERIFY PAVEMENT BUILDUP PRIOR TO MOBILIZING EQUIPMENT NECESSARY TO COMPLETE THE WORK INCLUDED IN THIS PROJECT.
5. COST FOR EXCAVATION AND EMBANKMENT SHALL BE INCLUDED IN THE BID PRICE FOR THE OTHER ITEMS NECESSITATING THE WORK.
6. CONCRETE WALK AT DRIVEWAYS SHALL BE 7" THICK PER STD. DWG #27 & #28.
7. IN LOCATIONS WHERE THERE IS GRASS OR LANDSCAPING BEDS BEYOND PROPOSED SIDEWALK LIMITS, GRADE TO DRAIN WITHIN 5' OF LIMITS OF PROPOSED WALK. AREAS OF GRASS SHALL HAVE ITEMS 18, 19, AND 20 APPLIED PER THE TABLE ON THIS SHEET. AREAS OF LANDSCAPING BEDS SHALL HAVE ITEMS 18 AND 23 PER THE TABLE ON THIS SHEET.
8. TO SHIFT CROWN FROM EXISTING LOCATION TO PROPOSED LOCATION, THE EXISTING CENTERLINE R/W, APPLY INTERMEDIATE COURSE WITH VARIABLE DEPTH. MAINTAIN EXISTING CROSS SLOPE LEFT OF EXISTING CROWN LINE AND CONTINUE CROSS SLOPE TO PROPOSED CROWN LINE. INTERMEDIATE COURSE LEFT OF EXISTING CROWN LINE WILL BE A UNIFORM 1 1/4" THICKNESS. BETWEEN THE EXISTING AND PROPOSED CROWN, INTERMEDIATE COURSE WILL BE WEDGE SHAPED WITH A THICKNESS OF 1 1/4" AT THE EXISTING CROWN AND A THICKER DEPTH AT THE PROPOSED CROWN. CROSS SLOPE RIGHT OF PROPOSED CROWN LINE WILL BE A WEDGE WITH A THICKNESS OF 1 1/4" AT THE CURB LINE AND A THICKER DEPTH AT THE PROPOSED CROWN.



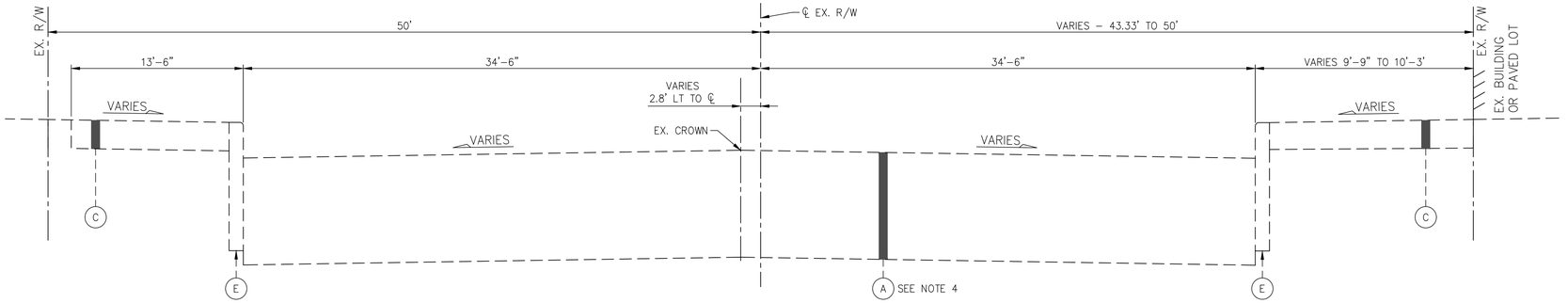
PR. PAVEMENT BUILDUP



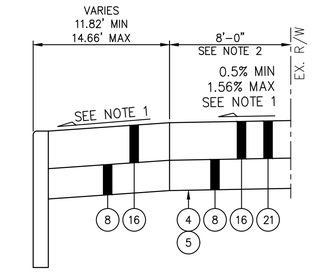
EX. BRICK BUILDUP



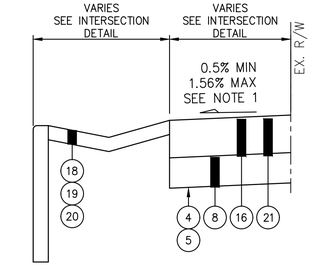
EX. ASPHALT BUILDUP



EXISTING SECTION – MARKET AVE S
STA 980+50.18 TO STA 982+00.33
NOT TO SCALE

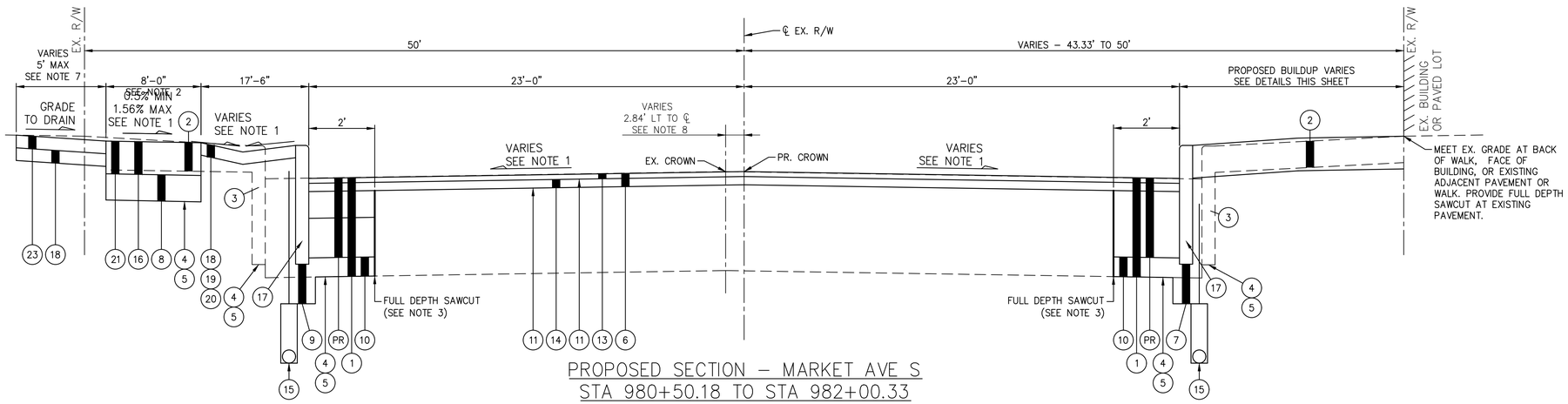


DOWNTOWN STREETSCAPE
APPLIES STA 980+50.18 TO STA 981+41.27



STREETSCAPE WITH GRASS
APPLIES STA 981+41.27 TO STA 982+00.33

WALK RIGHT DETAILS



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MARKET AVENUE SOUTH STREETSCAPE PH 3

CITY OF CANTON

EST. 1805 CANTON, OHIO

100% SUBMITTAL

DATE:

REVISIONS

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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
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TYPICAL SECTIONS

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PRECONSTRUCTION INCIDENTALS

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 TECHNICAL SPECIFICATIONS IN 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 CONTRACTOR SHALL COMPLY WITH THE CITY OF CANTON SUPPLEMENTAL SPECIFICATION 01-00 PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS.

ADMINISTRATIVE REQUIREMENTS:

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

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

PRECONSTRUCTION MEETING:

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

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

PROJECT SAFETY:

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

UNDERGROUND UTILITIES:

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

UTILITY NOTIFICATION:

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

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

THE PRIMARY UTILITIES WITHIN THE CITY OF CANTON AREA:

NATURAL GAS DIST./TRANS.
DOMINION EAST OHIO GAS
320 SPRINGSIDE DR.
AKRON, OHIO 44333
330-664-2541
ATTN: MICAH RISACHER
relocation@dominionenergy.com
EMERGENCY NO.
1-800-521-2600

TELEPHONE
AT&T
50 WEST BOWERY STREET
AKRON, OHIO 44308
ATTN: STEVE HYLTON
330-384-3055
EMERGENCY NO. - 24 HRS
1-800-572-4545 OPTION#4

COMMUNICATIONS CABLE
CHARTER (SPECTRUM)
5520 WHIPPLE AVE N.W.
NORTH CANTON, OHIO 44720
330-633-9203
ext. 216-555-4261
ATTN: RON ICKES
216-392-7964
ATTN: KEITH SCHALMO

ELECTRIC
AMERICAN ELECTRIC POWER
301 CLEVELAND AVE. S.W.
P.O. BOX 24400
CANTON, OHIO 44701-4400
330-438-7739
ATTN: KELLY HAER
330-316-2056
ERIC MCCREERY
330-413-5468

SANITARY AND STORM SEWER
CITY ENGINEER'S OFFICE
2436-30TH ST. N.E.
CANTON, OHIO 44705
ATTN: DAN MOEGLIN
330-489-3381

EMERGENCY NO
1-800-672-2017
cantondistrictppr@aep.com

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

WATER
CANTON WATER DEPT
2664 HARRISBURG RD. N.E.
CANTON, OHIO 44708
ATTN: BRENT BURRIER OR
LEWI MILLER
330-489-3310

THE CITY ENGINEER'S OFFICE IS TO BE CONTACTED DIRECTLY FOR SANITARY AND STORM SEWER AND TRAFFIC INTERCONNECT FACILITIES LOCATION: 330-489-3381.
[UTILITY CONTACTS LAST UPDATED 2/25/2022]

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 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.

CONTINGENCY QUANTITIES:

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

CONSTRUCTION INCIDENTALS

PLAN DISCREPANCIES:

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

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

VERIFICATION OF UNDERGROUND UTILITIES:

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

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

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

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

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

CONSTRUCTION NOISE:

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

OPEN TRENCH CONSTRUCTION:

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

THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE LOCAL AND STATE SAFETY REGULATIONS, INCLUDING CODE OF FEDERAL REGULATIONS, PART 1926 (SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION), SUBPART P (EXCAVATIONS), FOR ALL APPLICABLE REQUIREMENTS AND RESPONSIBILITIES.

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

TRENCH CLOSING AND TEMPORARY TOPPING:

THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE THE NECESSARY LEVELS OF PROTECTION AND SAFEGUARDING OF ALL OPEN TRENCHES, WHEN WORK IS EITHER COMPLETED AT THE END OF THE DAY OR SUSPENDED FOR ANY OTHER REASON.

FOR TRENCH SURFACE REQUIREMENTS, REFER TO NOTE 4 ON CITY STANDARD DRAWING NO. 19.

DUST CONTROL:

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

WORK LIMITS:

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

MATERIAL STORAGE/EQUIPMENT STORAGE:

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE APPROPRIATE EQUIPMENT AND MATERIAL STORAGE AREA TO SUIT HIS NEEDS.

REMOVAL OF DEBRIS AND SITE CLEANUP:

THE PROJECT SITE MUST BE KEPT FREE OF CONSTRUCTION DEBRIS, TRASH, PAPER AND OTHER WASTE ITEMS. COLLECT AND REMOVE THESE ITEMS AT THE END OF EACH WORK DAY.

CLEARING AND GRUBBING:

ALL TREES, STUMPS, ROOTS, SHRUBS AND DEBRIS REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR OFF SITE AT A LOCATION LICENSED TO ACCEPT SUCH MATERIAL. REMOVAL OF ALL TREES AND STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE WORK LIMITS OR AS NOTED ON THE PLANS SHALL BE PAID FOR UNDER THE LUMP SUM BID FOR ITEM 201, CLEARING AND GRUBBING. FOR TREES, REMOVAL INCLUDES THE ROOT MASS. NO ROOT MASS IS PERMITTED WITHIN THE FOOTPRINT OF ANY PAVEMENT (ASPHALT, CONCRETE, AGGREGATE).

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.

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 623 CONSTRUCTION LAYOUT STAKES.

AT THE CITY ENGINEER'S REQUEST, THE CONTRACTOR SHALL MAKE AVAILABLE ALL SURVEY FIELD NOTES FOR REVIEW.

EXISTING MONUMENTATION:

THE CONTRACTOR SHALL PRESERVE ALL CORNERSTONES, IRON PINS, CONCRETE MONUMENTS AND/OR ANY TYPE OF LAND MONUMENT. THE CONTRACTOR SHALL HAVE ALL MONUMENTS IN THE PROXIMITY OF THE WORK REFERENCED. THE CONTRACTOR SHALL REPLACE/RESET ANY DISTURBED OR DAMAGED MONUMENTS AND SHALL FURNISH A CERTIFICATION BY A REGISTERED SURVEYOR THAT THE MONUMENTS HAVE BEEN RESTORED.

ELEVATION DATUM:

ALL ELEVATIONS ARE BASED ON THE NAVD 1988 DATUM.

INSPECTION:

FOLLOWING THE PRE-CONSTRUCTION MEETING(S) AND ESTABLISHMENT OF AN APPROVED SCHEDULE, THE CONTRACTOR SHALL GIVE A MINIMUM 48 HOUR NOTICE BEFORE STARTING ANY WORK ON THIS PROJECT AND SHALL KEEP THE CITY INFORMED OF HIS/HER CONSTRUCTION SCHEDULE. ALL WORK REQUIRED FOR THIS IMPROVEMENT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF CANTON OR THEIR DESIGNATED REPRESENTATIVE. NO WORK SHALL BE PERFORMED WITHOUT AN AUTHORIZED INSPECTOR PRESENT, UNLESS OTHERWISE APPROVED. A NORFOLK SOUTHERN REPRESENTATIVE WILL ALSO BE ON SITE FOR WORK WITHIN THEIR RIGHT OF WAY. SEE THE NOTE ON SHEET 8.

EARTHWORK / SITE WORK

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 APPRAISE THEMSELVES OF ANY EXISTING SITE CONDITIONS WHICH MAY AFFECT THEIR BID OR THE PERFORMANCE OF THE REQUIRED WORK. THE CONTRACTOR SHALL PERFORM ANY INVESTIGATIONS AND/OR TESTING NECESSARY TO ADEQUATELY DETERMINE/ESTIMATE TO THEIR SATISFACTION ALL SITE CONDITIONS WHICH COULD AFFECT THE PERFORMANCE OF THE PROPOSED IMPROVEMENTS. THIS COULD INCLUDE, BUT NOT BE LIMITED TO, UNSUITABLE AND/OR UNSTABLE SOIL/SUBSURFACE CONDITIONS, ROCK, WATER (PERCHED OR FREE), SPRINGS, ETC.

REFER TO CITY STANDARD DRAWING NO. 19 FOR ADDITIONAL DETAILS.

REMOVAL/REPLACEMENT OF UNSUITABLE MATERIAL:

THE CONTRACTOR SHALL UNDERCUT AND REPLACE UNSUITABLE MATERIAL ENCOUNTERED DURING INSTALLATION OF THE PROPOSED UTILITIES AND ROADWAY IN ACCORDANCE WITH CITY STANDARD DRAWING NO. 19. THE FOLLOWING ITEMS ARE PROVIDED AS CONTINGENCY QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER PER CITY STANDARD DRAWING NO. 19:

ITEM 603 - EXTRA FOUNDATION, OPTION A (#1, #2 STONE)	10 CY
ITEM 603 - EXTRA FOUNDATION, OPTION B (#56,57,67 STONE)	10 CY
ITEM 603 - EXTRA FOUNDATION, OPTION C (304,411,617)	10 CY
ITEM 603 - EXTRA FOUNDATION, OPTION D (GEOGRID)	375 SF

SEEDING AND MULCHING:

THE FOLLOWING ITEMS ARE PROVIDED IN THE BID SCHEDULE TO BE USED FOR RESTORATION OF DISTURBED GRASS AREAS AND OTHER AREAS AS DIRECTED BY THE ENGINEER:

ITEM 653 - TOPSOIL, FURNISHED AND PLACED
ITEM 659 - SEEDING AND MULCHING, AS PER PLAN
ITEM 659 - WATER
ITEM 671 - TEMPORARY EROSION CONTROL MAT, TYPE A

ITEM 659 - SEEDING AND MULCHING, AS PER PLAN

SEEDING AND MULCHING SHALL BE AS PER ODOT ITEM 659 EXCEPT AS MODIFIED:

IN LIEU OF USING MULCH AS SPECIFIED IN 659.13 THROUGH 659.16, MULCHING SHALL BE PERFORMED BY APPLYING TEMPORARY EROSION CONTROL MAT, TYPE A. TEMPORARY EROSION CONTROL MAT SHALL BE PAID FOR SEPARATELY UNDER ITEM 671, TEMPORARY EROSION CONTROL MAT, TYPE A.

ROADWAY / DRIVE APPROACHES / WALK / CURB

PAVEMENT STANDARDS:

PAVEMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE CITY STANDARD DRAWINGS AND SPECIFICATIONS (LISTED BELOW) AND ODOT SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE ON THE PLANS.

CITY STANDARD DRAWING NO.:

DRIVEWAYS, CURBS, AND PAVEMENT
27 "DRIVE APPROACH WITH LAWNSTRIP BETWEEN SIDEWALK & CURB"
28 "DRIVE APPROACH WITH SIDEWALK AGAINST CURB"
29 "COMBINED CURB & WALK"
30 "CONCRETE CURB AND COMBINED CURB & GUTTER"
31 "PAVEMENT REPAIR"
32 "MINIMUM PAVEMENT STANDARDS FOR LOCAL STREETS"
33 "WHEELCHAIR RAMP"

CITY STREETSCAPE
40 "TYPICAL STREETSCAPE CORRIDOR"
42 "STREETSCAPE CONCRETE WALK PAVEMENT DETAILS"
43 "TREE FRAME & GRATE CONSTRUCTION DETAILS"
44 "CONCRETE WALK OVER VAULT CONSTRUCTION DETAILS"
45 "BRICK WALK OVER VAULT CONSTRUCTION DETAILS"

CITY SPECIFICATIONS:

"CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS"

RESTRICTED WORK SCHEDULE:

NO CONCRETE FINISH WORK OR PERMANENT ASPHALT SHALL BE PLACED FROM NOVEMBER 15TH TO APRIL 15TH UNLESS WRITTEN APPROVAL IS GRANTED BY THE CITY ENGINEER.

ASPHALT/CONCRETE:

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE OF BEGINNING WORK WHICH REQUIRES COMPACTION TESTING AND/OR PRE-POUR INSPECTION PRIOR TO PLACEMENT OF ASPHALT OR CONCRETE. WORK SHALL NOT PROCEED UNTIL TESTING AND/OR INSPECTION HAS BEEN COMPLETED AND APPROVED BY THE CITY ENGINEER.

ITEM 202 - REMOVAL, MISC.: PLANTER:

REMOVE EXISTING PLANTER AND ALL CONTENTS INCLUDING BUT NOT LIMITED TO CONCRETE, SOIL, STUMP, AND ROOT BALL. DISPOSE OF MATERIALS AS SPECIFIED IN SECTION 105.17 OF THE ODOT CMS.

ALL EQUIPMENT, LABOR, TOOLS, MATERIALS, SUBMITTALS, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK SHALL BE INCLUDED IN THE UNIT BID PRICE PER EACH FOR ITEM 202 - REMOVAL, MISC.: PLANTER

ITEM 407 - TACK COAT, AS PER PLAN:

TACK COAT SHALL BE ODOT CMS, ITEM 407 EXCEPT AS MODIFIED BELOW:

PAVEMENT THROUGHOUT THE PROJECT CONSISTS OF AN ASPHALT LAYER OF UNKNOWN THICKNESS ON TOP OF BRICK OR CONCRETE PAVEMENT. IN THE EVENT THAT PAVEMENT PLANING RESULTS IN EXPOSURE OF BRICK OR CONCRETE PAVEMENT BENEATH THE EXISTING ASPHALT LAYER, RUBBERIZED TACK COAT AS PER 702.13 AT AN APPLICATION RATE OF 0.08 GAL/SY SHALL BE APPLIED AS THE INITIAL LAYER BELOW THE INTERMEDIATE ASPHALT COURSE FOR THE ENTIRE PROJECT. IN THE EVENT THAT NO BRICK OR CONCRETE PAVEMENT IS EXPOSED DURING PAVEMENT PLANING, TACK COAT PER 702.04 AT AN APPLICATION RATE OF 0.08 GAL/SY SHALL BE APPLIED AS THE INITIAL LAYER BELOW THE INTERMEDIATE ASPHALT COURSE FOR THE ENTIRE PROJECT.

ITEM 608 - CURB RAMP, AS PER PLAN:

CURB RAMPS SHALL BE CONSTRUCTED PER CITY OF CANTON STANDARD DRAWING NO. 33. DETECTABLE WARNINGS SHALL MEET ALL REQUIREMENTS AS SHOWN ON THE CITY OF CANTON STANDARD CONSTRUCTION DRAWING.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH SQUARE FOOT OF CURB RAMP INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM SPECIAL - ELECTRICAL MANHOLE ADJUSTED TO GRADE:
ADJUST MANHOLE CASTING TO GRADE PER PLAN ELEVATIONS. ALL WORK MUST MEET REQUIREMENTS OF AEP. THIS WORK MAY BE NONPERFORMED IF AEP PERFORMS THE ADJUSTMENT.

Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
115 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
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MARKET AVENUE SOUTH STREETSCAPE PH 3
CITY OF CANTON

100% SUBMITTAL

DATE:

REVISIONS

	DATE	DESCRIPTION
-	-	-
-	-	-
-	-	-
-	-	-
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-	-	-

PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

GENERAL NOTES

E:\CANTON\21-00154-020 MARKET AVE. S. STREETSCAPE PHASE 3\CAD\DELIVERABLES\NOTE 21-00154-010 - 3/15/2022 11:52:33 AM

ROADWAY / DRIVE APPROACHES / WALK / CURB CONTINUED

ITEM 690 – ROADWAY, MISC.: BENCH

BENCH SHALL MEET THE FOLLOWING SPECIFICATIONS:

EACH BENCH SHALL BE COMPRISED OF TWO COMPONENTS OF 90° TO FORM ONE CURVED METAL BENCH WITH BACK AND MINIMUM THREE ARMRESTS PER COMPONENT. EACH COMPONENT SHALL HAVE A MINIMUM 40.25 INCH OUTSIDE RADIUS AND A 14.25 INCH INSIDE RADIUS. THE BENCH SHALL HAVE CONCEALED IN–GROUND SUPPORT MOUNTING. BENCH SHALL BE WELDED CONSTRUCTION USING 1/4 INCH x 1 1/2 INCH STEEL BARS, 5/8" O STEEL RODS AND SCHEDULE 40 STEEL PIPES. ALL BENCH DESIGNS SHALL BE ADA COMPLIANT AND SHALL HAVE ELECTROSTATIC POLYESTER POWDER COATED 8–10 MILS. THICK FINISH. THE COLOR SHALL BE BLACK AS SELECTED BY OWNER FROM COLOR CHART #52007 BY VICTOR STANLEY, INC. BENCH SHALL BE FURNISHED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS. ACCEPTABLE PRODUCT DESIGN IS "MODEL NRB–90" DESIGN BY VICTOR STANLEY (MODIFIED FOR PROJECT REQUIREMENTS) OR ACCEPTED EQUAL.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH ROADWAY, MISC.: BENCH INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM 690 – ROADWAY, MISC.: TRASH RECEPTACLE

TRASH RECEPTACLE SHALL MEET THE FOLLOWING SPECIFICATIONS:

TRASH RECEPTACLES SHALL BE TOP LOADING, 36 GALLON CAPACITY MADE FROM SOLID STEEL 5/8 INCH TOP RING WITH 3/8 X 1 INCH VERTICAL STEEL BARS WELDED CONSTRUCTION WITH ELEVATED RECESSED PEDESTAL TYPE BASE AND ELECTROSTATIC POLYESTER POWDER COATED FINISH. THE COATING SHALL BE MINIMUM 8–10 MILS. THICK. THE COLOR SHALL BE BLACK AS SELECTED BY OWNER FORM COLOR CHART #52007 FOR POWDER COATINGS BY VICTOR STANLEY, INC. EACH TRASH RECEPTACLE SHALL ALSO BE SUPPLIED WITH HIGH DENSITY BLACK PLASTIC FORMED LINER. IT SHALL BE REINFORCED, RIBBED AND MOLDED FOR DURABILITY. THE TRASH RECEPTACLE SHALL BE ANCHOR BOLTED TO THE PAVEMENT. TRASH RECEPTACLES SHALL BE FURNISHED AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. ACCEPTABLE PRODUCT DESIGN IS "IRON SIDE" SERIES, "MODEL S–42" WITH STANDARD TAPERED FORMED LID AS MANUFACTURED BY VICTOR STANLEY, INC. OR ACCEPTED EQUAL.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH ROADWAY, MISC.: TRASH RECEPTACLE INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

SANITARY SEWERS / STORM SEWERS

SEWER STANDARDS:

ALL SANITARY/STORM SEWER CONDUITS AND APPURTENANCES SHALL BE CONSTRUCTED ACCORDING TO APPLICABLE CITY STANDARD DRAWINGS AND SPECIFICATIONS (LISTED BELOW) AND ODOT SPECIFICATIONS EFFECTIVE AT THE TIME OF CONSTRUCTION, UNLESS SPECIFIED OTHERWISE ON THE PLANS.

CITY STANDARD DRAWING NO.:

CATCH BASINS
1 "CURB INLET CATCH BASIN"
4 "SQUARE–TOP CATCH BASIN"

MANHOLES
12 "MANHOLE COVER"
13 "MANHOLE ADJUSTMENTS"

CONDUITS AND TRENCHES
18 "HOUSE CONNECTION STACK"
19 "UTILITY TRENCH REQUIREMENTS"
24 "DOWNSPOUT & SUMP PUMP DISCHARGE OUTLETS"

ITEM 605 – 4" UNCLASSIFIED PIPE UNDERDRAINS, AS PER PLAN:

UNDERDRAINS SHALL BE CONSTRUCTED AS PER CITY OF CANTON STANDARD DRAWING NO. 32.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH LINEAR FOOT OF UNDERDRAIN INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM 611 – MANHOLE, ADJUSTED TO GRADE, AS PER PLAN:

SANITARY AND STORM MANHOLE ADJUSTMENTS TO GRADE SHALL BE MADE PER CITY OF CANTON STANDARD DRAWING NO. 13.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH MANHOLE ADJUSTED TO GRADE AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ELECTRICAL MANHOLES SHALL BE ADJUSTED BY AEP. AEP SHALL PROVIDE ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THIS WORK. CONTRACTOR SHALL COORDINATE WITH AEP TO HAVE THIS WORK COMPLETED.

ITEM 611 – CATCH BASIN, ADJUSTED TO GRADE (CONTINGENCY ITEM):

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH CATCH BASIN ADJUSTED TO GRADE AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER. THIS ITEM SHALL ONLY BE PERFORMED AT THE DIRECTION OF THE ENGINEER.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE BID TAB FOR USE AS DIRECTED BY THE ENGINEER.

ITEM 611 – CATCH BASIN, ADJUSTED TO GRADE 6 EACH

ITEM 611 – CATCH BASIN, MISC.: CITY OF CANTON SQUARE–TOP CATCH BASIN:

SQUARE–TOP CATCH BASIN SHALL BE PER CITY OF CANTON STANDARD DRAWING NO. 4.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH SQUARE–TOP CATCH BASIN INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

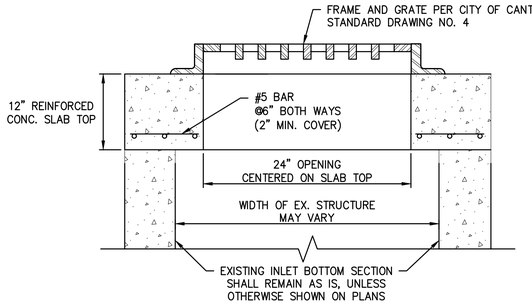
ITEM 611 – CATCH BASIN, MISC.: CITY OF CANTON CURB INLET CATCH BASIN:

CURB INLET CATCH BASIN SHALL BE PER CITY OF CANTON STANDARD DRAWING NO. 1.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH SQUARE–TOP CATCH BASIN INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM 611 – INLET RECONSTRUCTED TO GRADE, AS PER PLAN (FLAT TOP):

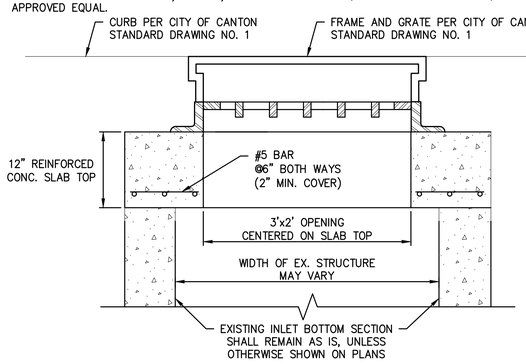
REMOVE THE EXISTING INLET GRATE AND LID FROM THE EXISTING STRUCTURE. REMOVE EXISTING WALLS OF STRUCTURE TO DEPTH NECESSARY TO INSTALL NEW SLAB TOP LID AND GRATE AS SHOWN BELOW. SLAB TOP LID SHALL BE CONSTRUCTED AS SHOWN AND MEET THE REQUIREMENTS OF ODOT CMS 706.12. CATCH BASIN FRAME AND GRATE SHALL MEET THE REQUIREMENTS OF CITY OF CANTON STANDARD DRAWING NO. 4. NO BRICK OR CONCRETE BLOCK CONSTRUCTION SHALL BE PERMITTED. NO CONCRETE BLOCKOUT SHALL BE PROVIDED. CASTING AND REINFORCED CONCRETE SLAB TOP SHALL BE SET ON TWO 1/2" TO 1/4" BEADS OF CONSEAL, BUTYL RUBBER SEALANT, OR APPROVED EQUAL.



SIDE VIEW
INLET RECONSTRUCTED TO GRADE, AS PER PLAN (FLAT TOP)

ITEM 611 – INLET RECONSTRUCTED TO GRADE, AS PER PLAN (FLAT TOP):

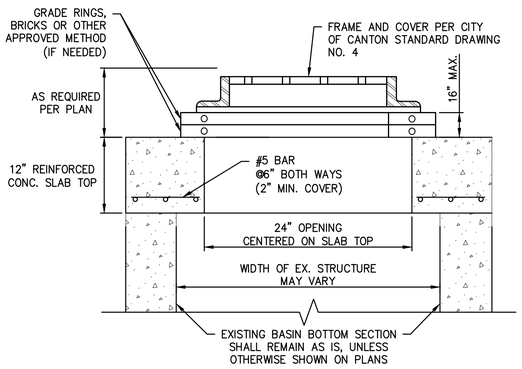
REMOVE THE EXISTING INLET GRATE AND LID FROM THE EXISTING STRUCTURE. REMOVE EXISTING WALLS OF STRUCTURE TO DEPTH NECESSARY TO INSTALL NEW SLAB TOP LID AND GRATE AS SHOWN BELOW. SLAB TOP LID SHALL BE CONSTRUCTED AS SHOWN AND MEET THE REQUIREMENTS OF ODOT CMS 706.12. CATCH BASIN FRAME AND GRATE SHALL MEET THE REQUIREMENTS OF CITY OF CANTON STANDARD DRAWING NO. 1. NO BRICK OR CONCRETE BLOCK CONSTRUCTION SHALL BE PERMITTED. CONCRETE BLOCKOUT AND SURROUNDING CURB SHALL BE PER CITY OF CANTON STANDARD DRAWING NO. 1. CASTING AND REINFORCED CONCRETE SLAB TOP SHALL BE SET ON TWO 1/2" TO 1/4" BEADS OF CONSEAL, BUTYL RUBBER SEALANT, OR APPROVED EQUAL.



SIDE VIEW
INLET RECONSTRUCTED TO GRADE, AS PER PLAN (CURB INLET)

ITEM 611 – INLET RECONSTRUCTED TO GRADE, AS PER PLAN (MANHOLE CASTING):

REMOVE THE EXISTING INLET GRATE AND LID FROM THE EXISTING STRUCTURE. PROVIDE NEW SLAB TOP LID CONSTRUCTED AS SHOWN BELOW THAT MEETS REQUIREMENTS OF ODOT C&MS 706.12. PROVIDE A MANHOLE FRAME AND COVER THAT MEETS REQUIREMENTS OF CITY OF CANTON STANDARD DRAWINGS NO. 10 AND 12. NO BRICK OR CONCRETE BLOCK CONSTRUCTION SHALL BE PERMITTED. NO CONCRETE BLOCKOUT SHALL BE PROVIDED. CASTING, GRADE RINGS, AND REINFORCED CONCRETE SLAB TOP SHALL BE SET ON TWO 1/2" TO 1/4" BEADS OF CONSEAL, BUTYL RUBBER SEALANT, OR APPROVED EQUAL.



SIDE VIEW
INLET RECONSTRUCTED TO GRADE, AS PER PLAN

ITEM 611 – CATCH BASIN, RECONSTRUCT TO GRADE (CONTINGENCY ITEM):

PAYMENT FOR THIS ITEM SHALL BE USED IN THE EVENT THE CONTRACTOR IS DIRECTED BY THE ENGINEER TO RECONSTRUCT BRICK OR MASONRY UNIT CATCH BASINS ON THE PROJECT. PAYMENT WILL BE BASED ON THE VERTICAL FOOT OF CATCH BASIN RECONSTRUCTED, MEASURED FROM THE LOWEST POINT OF RECONSTRUCTION TO THE HIGHEST POINT OF THE FINISHED CASTING FRAME/COVER. THE UNIT PRICE BID PER VERTICAL FOOT OF CATCH BASIN RECONSTRUCTED TO GRADE SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER. THIS ITEM WILL INCLUDE, BUT NOT LIMITED TO, SAWCUTTING OF PAVEMENTS, EXCAVATIONS, BACKFILLING AND REPLACING ROAD BASE DISTURBED/REMOVED AS A RESULT OF THE CATCH BASIN RECONSTRUCTION. THIS ITEM SHALL ONLY BE PERFORMED AT THE DIRECTION OF THE ENGINEER.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE BID TAB FOR USE AS DIRECTED BY THE ENGINEER:

ITEM 611 – CATCH BASIN, RECONSTRUCT TO GRADE (CONTINGENCY)10 VERTICAL FOOT

ITEM 611 – MANHOLE, RECONSTRUCT TO GRADE (CONTINGENCY ITEM):

PAYMENT FOR THIS ITEM SHALL BE USED IN THE EVENT THE CONTRACTOR IS DIRECTED BY THE ENGINEER TO RECONSTRUCT BRICK OR MASONRY UNIT MANHOLES ON THE PROJECT. PAYMENT WILL BE BASED ON THE VERTICAL FOOT OF MANHOLE RECONSTRUCTED, MEASURED FROM THE LOWEST POINT OF RECONSTRUCTION TO THE HIGHEST POINT OF THE FINISHED CASTING FRAME/COVER. THE UNIT PRICE BID PER VERTICAL FOOT OF MANHOLE RECONSTRUCTED TO GRADE SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER. THIS ITEM WILL INCLUDE, BUT NOT LIMITED TO, SAWCUTTING OF PAVEMENTS, EXCAVATIONS, BACKFILLING AND REPLACING ROAD BASE DISTURBED/REMOVED AS A RESULT OF THE MANHOLE RECONSTRUCTION. THIS ITEM SHALL ONLY BE PERFORMED AT THE DIRECTION OF THE ENGINEER.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE BID TAB FOR USE AS DIRECTED BY THE ENGINEER:

ITEM 611 – CATCH BASIN, RECONSTRUCT TO GRADE (CONTINGENCY) 20 VERTICAL FOOT

ITEM 611 – CONDUIT, TYPE B, BY SIZE (CONTINGENCY ITEM):

THE FOLLOWING QUANTITIES HAVE BEEN PROVIDED IN THE BID SCHEDULE TO BE USED AS DIRECTED BY THE ENGINEER:

ITEM 611 – 12" CONDUIT, TYPE B, 707.33	100 FT
ITEM 611 – 15" CONDUIT, TYPE B, 707.33	135 FT
ITEM 611 – 18" CONDUIT, TYPE B, 707.33	35 FT

HOUSE CONNECTION:

1. EXISTING ROOF DRAINS, OR YARD DRAINS DISTURBED BY THE PROPOSED WORK SHALL BE PROVIDED WITH UNOBSTRUCTED OUTLETS BY CONNECTION TO STORM SEWER MANHOLE, CATCH BASIN, OR AS DIRECTED BY THE ENGINEER. PROVIDE FITTINGS AND CONNECTORS AS REQUIRED FOR ALL CONNECTIONS. THE COST OF WHICH WILL BE INCLUDED IN THE PRICE BID FOR PIPE.
2. THE LOCATION, TYPE, SIZE AND GRADE OF REQUIRED REPLACEMENTS WILL BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION. QUANTITIES OF 4" AND 6" CONDUIT HAVE BEEN INCLUDED IN THE BID SCHEDULE FOR RECONNECTING EXISTING DRAINS. THESE ITEM SHALL NOT BE ORDERED UNTIL AUTHORIZED BY THE ENGINEER.

THE FOLLOWING QUANTITIES ARE PROVIDED IN THE BID SCHEDULE TO BE USED AS DIRECTED BY THE ENGINEER:

ITEM 611 – 4" CONDUIT, TYPE E	50 FT
ITEM 611 – 6" CONDUIT, TYPE E	50 FT

ITEM SPECIAL – MISCELLANEOUS METAL (CONTINGENCY ITEM):

EXISTING CASTINGS MAY PROVE TO BE UNSUITABLE FOR REUSE, AS DETERMINED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CASTINGS OF THE REQUIRED TYPE, SIZE AND STRENGTH FOR THE PARTICULAR STRUCTURE IN QUESTION. ALL MATERIAL SHALL MEET ITEM 611 OF THE SPECIFICATIONS, CANTON CITY STANDARD DRAWINGS, AND SHALL HAVE THE PRIOR APPROVAL OF THE ENGINEER.

THE CONTRACTOR IS CAUTIONED TO USED 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.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE BID TAB FOR USE AS DIRECTED BY THE ENGINEER.

ITEM SPECIAL – MISCELLANEOUS METAL 11000 POUNDS

PAVEMENT RESTORATION FOR DRAINAGE STRUCTURE INSTALLATION AND/OR REMOVAL AND PIPE INSTALLATION AND/OR REMOVAL
THE FOLLOWING QUANTITIES HAVE BEEN PROVIDED FOR PAVEMENT RESTORATION FOLLOWING THE INSTALLATION AND/OR REMOVAL OF ITEM 611, DRAINAGE STRUCTURES AND CONDUITS.

ITEM 301 – ASPHALT CONCRETE BASE, PG64–22 (449)	2 CY
ITEM 408 – PRIME COAT	7 GAL

STORM WATER POLLUTION PREVENTION

FOR PROJECTS LESS THAN ONE (1) ACRE OF TOTAL LAND–DISTURBANCE:

AN EPA NPDES CONSTRUCTION STORM WATER PERMIT AND SWP3 IS NOT REQUIRED. HOWEVER, THE DEVELOPER/ CONTRACTOR SHALL STILL ENSURE THAT APPROPRIATE PRACTICES ARE IN PLACE TO PROVIDE CONSTRUCTION RUNOFF AND EROSION AND SEDIMENT CONTROLS WITHIN THE PROJECT LIMITS. SUCH PRACTICES MAY INCLUDE THE USE OF SILT FENCE, STORM DRAIN INLET PROTECTION, JUTE MATTING, TEMPORARY SEEDING, MULCHING, CHECK DAMS, CONSTRUCTION ENTRANCES, CONCRETE WASHOUT AREAS, ETC. ALL PRACTICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CURRENT EDITION OF THE OHIO DEPARTMENT OF NATURAL RESOURCES' RAINWATER AND LAND DEVELOPMENT MANUAL, AS APPLICABLE.

EROSION AND SEDIMENT CONTROL PRACTICES MUST BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION ACTIVITY. A 5000 'EACH' AMOUNT OF ODOT ITEM 832 EROSION CONTROL HAS BEEN INCLUDED IN THE BID SCHEDULE FOR THIS USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUED INSPECTION AND MAINTENANCE OF ALL PRACTICES AND WILL BE HELD RESPONSIBLE FOR ADDRESSING ANY ON– OR OFF–SITE EROSION/SEDIMENT ISSUES RELATED TO THE PROJECT. THE OWNER/CONTRACTOR SHALL ABIDE BY ALL ORDERS ISSUED BY THE CITY PURSUANT TO INSPECTION OF THE PROJECT SITE.

TRAFFIC

MAINTAINING TRAFFIC:

THE CONTRACTOR SHALL MAINTAIN TRAFFIC ADJACENT TO AND THROUGH THE PROJECT AS DESCRIBED BELOW AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE OHIO DEPARTMENT OF TRANSPORTATION MANUAL OF CONSTRUCTION AND MATERIALS SPECIFICATIONS ITEM 614 MAINTAINING TRAFFIC. THE CONTRACTOR SHALL FURNISH, MAINTAIN, AND REMOVE ALL SIGNS, FLAGS, FLAGMEN, WATCHMEN, BARRICADES, SIGN SUPPORTS, CONES, BARRELS, AND INCIDENTALS IN CONFORMANCE WITH THE MOST RECENT REVISIONS OF THE CURRENT EDITION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. INTERFERENCE WITH VEHICULAR TRAFFIC SHALL BE KEPT TO A MINIMUM AT ALL TIMES. ALL OPEN TRENCHES AND EXCAVATIONS SHALL BE PROTECTED WITH DRUMS, BARRICADES, OR BARRIERS. ACCESS SHALL BE MAINTAINED AT ALL TIMES FOR EMERGENCY AND FIRE DEPARTMENT VEHICLES.

ANY TEMPORARY ROADWAY CLOSING MUST BE APPROVED IN WRITING BY THE CITY TRAFFIC ENGINEER AND ANY OTHER PUBLIC AGENCY HAVING JURISDICTION. THE CONTRACTOR SHALL NOTIFY THE TRAFFIC ENGINEER AT LEAST 72 HOURS IN ADVANCE OF ANY SUCH CLOSINGS FOR PUBLICATION AND EMERGENCY AGENCY NOTIFICATION.

ITEM 630 – SIGNING, MISC: SARTA SIGN AND SUPPORT BRACKET

SARTA SIGN AND SUPPORT BRACKET SHALL MEET SPECIFICATIONS AND DIMENSIONS AS DETAILED ON SHEET 28.

PAYMENT FOR THE SIGN AND SUPPORT BRACKET SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH SIGNAGE, MISC.: SARA SIGN AND SUPPORT BRACKET INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

RESIDENTIAL AND BUSINESS AREAS:

THE CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL RESIDENCES AND BUSINESSES DURING CONSTRUCTION. IN THE EVENT A DRIVE ACCESS NEEDS TO BE CLOSED, THE CONTRACTOR SHALL GIVE NOTICE OF CLOSURE AND DURATION TO THE PROPERTY OWNER 24 HOURS IN ADVANCE. CONTRACTOR SHALL ARRANGE FOR ALTERNATE PARKING AND REASONABLE ACCESS FOR THOSE PROPERTY OWNERS AFFECTED BY DRIVE CLOSURES.

EXISTING STREET NAME & 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 & 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 DOUBLED SIDED W/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.

EXISTING TRAFFIC SIGNALS:

WHERE WORK REQUIRES INTERFERENCE WITH EXISTING SIGNALIZATION IN THE INTERSECTIONS, ALL WORK SHALL BE COORDINATED THROUGH THE CITY ENGINEER. THE CONTRACTOR SHALL NOT ALTER ANY SIGNALIZATION WITHOUT THE CITY ENGINEER'S AUTHORIZATION.

NEW TRAFFIC SIGNALIZATION:

ALL NEW OR MODIFIED TRAFFIC SIGNALIZATION AT INTERSECTIONS SHALL BE IN ACCORDANCE WITH CITY TRAFFIC ENGINEERING TRAFFIC CONTROL GENERAL NOTES AND ODOT SPECIFICATIONS; WITH SPECIAL EMPHASIS ON ODOT ITEMS 625, 632, 633, 732, AND 733 WHICH DEALS WITH TRAFFIC CONTROL.

ITEM 630 – SIGN, FLAT SHEET, AS PER PLAN:

NEW STREET SIGNS AND TRAFFIC CONTROL SIGNS SHALL COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF CANTON SIGN AND PAINT DEPARTMENT. SEE TRAFFIC NOTE "NEW STREET NAME & TRAFFIC CONTROL SIGNS" IN THIS SECTION FOR FURTHER DETAILS.

SIGN PLACEMENT:

THE EXACT LOCATIONS OF SIGNS ARE TO BE STAKED. THE ENGINEER WILL REVIEW THE LOCATIONS PRIOR TO POST FABRICATION TO INSURE CLEARANCE OF DRIVES, ROADWAYS, AND OTHER OBSTACLES. IF THERE ARE ANY CONFLICTS, THEY WILL BE ADJUSTED AS DIRECTED BY THE ENGINEER. UPON ACCEPTANCE OF THE LOCATIONS BY THE ENGINEER AND PRIOR TO POST FABRICATION, THE CONTRACTOR WILL VERIFY THE REQUIRED LENGTH OF THE SIGN POSTS. PAYMENT FOR THIS IS INCIDENTAL TO ALL 630 ITEMS.

WATER MAIN / SERVICES

WATER MAINS/SERVICES:

ALL WATER MAINS, SERVICES AND APPURTENANCES SHALL BE DESIGNED AND CONSTRUCTED ACCORDING TO THE CITY OF CANTON WATER DEPARTMENT REQUIREMENTS AND SPECIFICATIONS IN EFFECT AT THE TIME OF CONSTRUCTION. ANY DEVIATION FROM THE PLANS AFFECTING THE WATER SYSTEM MUST BE APPROVED BY THE CANTON WATER DEPARTMENT.

THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN IN SERVICE, ANY EXISTING WATER MAINS EXPOSED DURING CONSTRUCTION.

ANY WATER SERVICE LINE THAT IS BROKEN, CUT OR OTHERWISE DAMAGED, SHALL BE REPLACED FROM THE CORPORATION STOP TO THE CURB STOP WITH A SINGLE PIECE OF PLASTIC SERVICE LINE (DRISCOPLEX). NO SPLICING OF THE SERVICE LINE WILL BE PERMITTED.

SERVICE BRANCHES WILL BE INSTALLED AS PER ODOT ITEM 638.16 WITH THE FOLLOWING EXCEPTIONS:

1. WHEN A SERVICE BRANCH IS DISTURBED FOR LOWERING, RAISING, EXTENDING OR SHORTENING ON THE PROPERTY SIDE ON THE SERVICE STOP, IT SHALL BE REPLACED WITH NEW MATERIALS FROM THE CORPORATION STOP TO THE SERVICE STOP.

WHEN AN EXISTING WATER MAIN MUST BE SHUT DOWN TO PERFORM REQUIRED WORK, THE PROPERTIES TO BE EFFECTED SHALL BE GIVEN A MINIMUM 24 HOUR NOTICE OF SAID SHUT DOWN. THE WORK WILL BE SCHEDULED AND COORDINATED TO MINIMIZE THE TIME THE MAIN IS OUT OF SERVICE.

THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS IN ADVANCE OF ANY SHUT DOWN OF AN EXISTING WATER MAIN. THE CONTRACTOR WILL NOT OPERATE ANY VALVES. VALVES WILL BE OPERATED BY CANTON WATER DEPARTMENT PERSONNEL ONLY. VALVES DAMAGED BY THE CONTRACTOR'S OPERATION WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

ALL VALVE BOXES WILL BE ADJUSTED TO FINAL GRADE OF THE PAVEMENT WHEN THE PROJECT IS COMPLETED.

ITEM 638 – CUT AND PLUG EXISTING 6" WATER LINE (CONTINGENCY)

DURING EXCAVATION FOR PROPOSED LIGHT POLE FOUNDATIONS AND CATCH BASINS, EXISTING ABANDONED WATER LINE MAY BE ENCOUNTERED AND BE REQUIRED TO BE REMOVED. NOTIFY CITY OF CANTON WATER UTILITY CONTACT LISTED IN THESE NOTES IF WATER LINE IS ENCOUNTERED PRIOR TO BEGINNING REMOVAL. CUT AND REMOVE THE EXISTING WATER LINE TO THE LIMITS STATED IN THE PLANS OR AS DIRECTED BY THE ENGINEER. PLUG REMAINING ENDS OF WATER LINE PER CITY OF CANTON WATER DEPARTMENT REQUIREMENTS. INCLUDE ALL COSTS ASSOCIATED WITH THIS WORK IN THE COST OF THIS ITEM.

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE BID TAB FOR USE AS DIRECTED BY THE ENGINEER:

ITEM 638 – CUT AND PLUG EXISTING 6" WATER LINE 5 EACH

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PROJECT NO.:	21-00154-010
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CHECKED BY:	BJB/JES
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GENERAL NOTES

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LANDSCAPING

ITEM 661 – PLANTING, MISC.: GRAVEL

REMOVE EXISTING LANDSCAPING GRAVEL FROM PORTION OF PLANTING BED TO BE DISTURBED PRIOR TO CONSTRUCTION FOR REUSE. ONCE FINAL GRADES HAVE BEEN ESTABLISHED, REPLACE EXISTING GRAVEL IN A UNIFORM LAYER OVER THE DISTURBED AREA. IF GRAVEL IS NOT STORED FOR REUSE, REPLACEMENT GRAVEL SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE PROJECT BY THE CONTRACTOR. REPLACEMENT GRAVEL SHALL MATCH EXISTING.

PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE UNIT PRICE BID FOR EACH SQUARE YARD OF PLANTING, MISC.: GRAVEL INSTALLED AND SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, COORDINATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

POST CONSTRUCTION INCIDENTALS

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.

NORFOLK SOUTHERN RAILROAD COORDINATION

ALL WORK ASSOCIATED WITH THE CROSSING OF THE NORFOLK SOUTHERN RAILROAD RIGHT OF WAY MUST FOLLOW NORFOLK SOUTHERN REQUIREMENTS. REQUIREMENTS ARE DETAILED IN THE FOLLOWING NORFOLK SOUTHERN DOCUMENTS THAT HAVE BEEN INCLUDED IN THE CONTRACT BOOK:

- NSCE–8: SPECIFICATIONS FOR PIPELINE OCCUPANCY AND CONDUIT OCCUPATIONS
- NS WORK SAFETY REQUIREMENTS FOR 3RD PARTY PIPE AND WIRE INSTALLATIONS

ALL NECESSARY COORDINATION BETWEEN NORFOLK SOUTHERN AND THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE ITEMS OF WORK REQUIRING THE COORDINATION.

CITY OF CANTON WILL ACQUIRE ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION FOR WORK TO BE PERFORMED AT THE RAILROAD CROSSING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION AND SUBMITTAL OF ALL NECESSARY DOCUMENTATION TO NORFOLK SOUTHERN. CONTRACTOR SHALL INCLUDE THE CITY ENGINEER IN ALL COMMUNICATION WITH NORFOLK SOUTHERN. THE CONTRACTOR WILL PAY ALL NORFOLK SOUTHERN COSTS BEYOND THE PERMIT APPLICATION, INCLUDING BUT NOT LIMITED TO COSTS FOR NORFOLK SOUTHERN INSPECTOR AND NORFOLK SOUTHERN FLAGMAN. INCLUDE THE COST FOR THIS IN THE FOLLOWING PAY ITEM:

ITEM SPECIAL – NORFOLK SOUTHERN RAILWAY COSTS LUMP SUM

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ITEM 614 – MAINTAINING TRAFFIC

THIS ITEM SHALL CONSIST OF MAINTENANCE OF TRAFFIC ON EXISTING ROADWAYS IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY, CURRENT EDITION, LATEST REVISION, THE SPECIFICATIONS, AND THE FOLLOWING:

1. THE CONTRACTOR SHALL INFORM THE CANTON CITY ENGINEER, (330) 489–3381, EIGHTEEN (18) DAYS PRIOR TO THE BEGINNING OF WORK.

2. CONES SHALL NOT BE ACCEPTABLE TRAFFIC CONTROL DEVICES FOR LANE RESTRICTIONS OR LANE REDUCTIONS THAT ARE IN OPERATION ONE–HALF HOUR AFTER SUNSET OR ONE–HALF HOUR BEFORE SUNRISE. ALL NIGHTTIME LANE RESTRICTIONS SHALL REQUIRE DRUMS OR BARRICADES AT A MAXIMUM SPACING OF TEN (10) FEET. WEIGHTED CHANNELIZERS MAY BE USED IN ACCORDANCE WITH THE STANDARD CONSTRUCTION DRAWINGS.

3. THE CONTACTOR SHALL FURNISH ERECT, MAINTAIN, AND SUBSEQUENTLY REMOVE ALL FLAGS, BARRICADES, SIGNS, SIGN SUPPORTS, AND FURNISH AND MAINTAIN ALL FLAGGERS, WATCHERS, AND INCIDENTALS RELATED THERETO.

4. SIGNS FURNISHED SHALL BE IN NEW OR LIKE NEW CONDITIONS. LIKE NEW SIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE PROJECT ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR PROVIDING AND MAINTAINING LIGHTS, SIGNS, AND BARRICADES FOR THE MAINTENANCE OF TRAFFIC AND SAFETY OF HIS/HER WORK AT THE LOCATIONS SHOWN ON THESE PLANS OR AS DIRECTED BY THE ENGINEER.

5. ONLY DURING OFF PEAK PERIODS (I.E. ANY PERIOD OTHER THAN 6–8 AM AND 3–6 PM) SHALL THE CONTACTOR INSTALL AND SUBSEQUENTLY RESET ALL TRAFFIC CONTROL NECESSARY FOR THE WORK ZONE FOR EACH CONSTRUCTION PHASE.

6. A MINIMUM OF ONE (1) LANE OF TRAFFIC IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES.

7. TRAFFIC ON THE SIDE STREETS SHALL BE MAINTAINED SAFELY THROUGH THE CONSTRUCTION ZONE FOR ALL PHASES AT ALL TIMES. NO DETOUR OF SIDE STREET TRAFFIC IS INTENDED WITHIN THESE PLANS. IF THE CONTRACTOR PROPOSES TO CLOSE ANY OF THE SIDE STREETS DURING CONSTRUCTION, THE CONTRACTOR SHALL DEVELOP AN APPROPRIATE DETOUR PLAN AND SUBMIT FOR REVIEW AND APPROVAL OF THE ENGINEER. THIS WORK SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR ITEM 614 MAINTAINING TRAFFIC.

8. THE CONTRACTOR SHALL MAINTAIN VEHICULAR ACCESS TO ALL PROPERTIES WITHIN THE PROJECT LIMITS AT ALL TIMES. DRIVEWAY ACCESS MAY BE MAINTAINED BY USING PARTIAL WIDTH CONSTRUCTION IF OTHER SUITABLE ACCESS TO THE PROPERTY IS NOT AVAILABLE.

9. PEDESTRIAN TRAFFIC SHALL BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH ODOT SCD MT–110.10.

10. PRIOR TO OPENING TO TRAFFIC EACH LANE SHALL BE IN A SAFE PASSABLE CONDITION. ALL TRANSVERSE JOINTS SHALL EXTEND ACROSS THE FULL LANE AND SHOULDER WIDTH AND EACH LANE SHALL BE FREE FROM UNEVEN LONGITUDINAL JOINTS. THE CONTRACTOR SHALL PROVIDE ASPHALT WEDGES FOR TRANSVERSE JOINTS WHEREVER THERE ARE PAVEMENT ELEVATION DIFFERENCES.

11. IN ADDITION TO THE REQUIREMENTS OF ODOT CMS 614 WORK ZONE PAVEMENT MARKINGS (614.11), AT THE END OF EACH DAY OF WORK THE CONTRACTOR SHALL REPLACE (WITH WORK ZONE MARKINGS) ALL LANE, CENTER, STOP, OR CHANNELIZING LINES THAT WERE REMOVED OR COVERED DURING THE PAVEMENT REMOVAL OR PLACEMENT OPERATIONS.

THE FOLLOWING ITEMS HAVE BEEN INCLUDED IN THE BID SCHEDULE FOR USE AS DETERMINED BY THE ENGINEER FOR THE MAINTENANCE OF TRAFFIC.

410 TRAFFIC COMPACTED SURFACE, TYPE C 50 CY

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE THE ODOT CMS ITEM 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVISES. PAYMENT FOR ALL LABOR, EQUIPMENT, SIGNING, AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR ITEM 614 – MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLANS.

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. PLACEMENT OF PROPOSED SUBBASE AND BASE MATERIAL SHALL FOLLOW AS CLOSELY AS POSSIBLE BEHIND EXCAVATION OPERATIONS. THE LENGTH OF WIDENING TRENCH WHICH IS OPEN AT ANY ONE TIME SHALL BE HELD TO A MINIMUM AND SHALL AT ALL TIMES BE SUBJECT TO APPROVAL OF THE ENGINEER.

OVERNIGHT TRENCH CLOSING

THE BASE WIDENING SHALL BE COMPLETED TO A DEPTH OF NO MORE THAN THREE (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.

DUST CONTROL

THE CONTRACTOR SHALL FURNISH AND APPLY WATER FOR DUST CONTROL AS DIRECTED BY THE ENGINEER. THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED FOR DUST CONTROL PURPOSES:

ITEM 616, WATER 2 M. GAL.
ITEM 616, CALCIUM CHLORIDE 0.2 TON

SEQUENCE OF CONSTRUCTION

THE CONTRACTOR SHALL USE THE FOLLOWING SEQUENCE OF PHASES FOR THE CONSTRUCTION OF THE AREAS INDICATED:

PHASE 1: PAVEMENT PLANING AND UTILITY CROSSINGS
THIS PHASE SHALL CONSIST OF PLANING THE EXISTING PAVEMENT FOR THE ENTIRE LENGTH OF THE PROJECT. TRAFFIC SHALL BE MAINTAINED DURING THE PLANING OPERATIONS USING FLAGGERS AS PER ODOT SCD MT–97.11. UTILITY CROSSINGS FOR STREET LIGHTING SHALL ALSO BE CONSTRUCTED IN THIS PHASE. TRAFFIC SHALL BE MAINTAINED DURING CROSSING INSTALLATIONS USING FLAGGERS AS PER ODOT SCD MT–97.10. UTILITY CROSSINGS UNDER THE NORFOLK SOUTHERN RAILROAD CAN BE PERFORMED AT ANY POINT DURING THE PROJECT PRIOR TO FINAL SIDEWALK INSTALLATION SOUTH OF 9TH STREET NW.

PHASE 2: EAST SIDE CONSTRUCTION
THIS PHASE SHALL CONSIST OF CONSTRUCTING THE PROPOSED PAVEMENT, CURBS, CURB RAMPS, SIDEWALKS, DRIVE APRONS, LIGHT POLE AND SIGNAL POLE FOUNDATIONS AND CONDUITS ON THE EAST (NORTHBOUND) SIDE OF MARKET AVENUE FOR THE ENTIRE LENGTH OF THE PROJECT. THE PROPOSED PAVEMENT SHALL BE CONSTRUCTED UP TO AND INCLUDING THE BASE COURSE. TWO–LANE, TWO–WAY TRAFFIC SHALL BE MAINTAINED ON THE WEST (SOUTHBOUND) SIDE OF MARKET AVENUE.

PHASE 3: WEST SIDE CONSTRUCTION
THIS PHASE SHALL CONSIST OF CONSTRUCTING THE PROPOSED PAVEMENT, CURBS, CURB RAMPS, SIDEWALKS, DRIVE APRONS, LIGHT POLE AND SIGNAL POLE FOUNDATIONS AND CONDUITS ON THE WEST (SOUTHBOUND) SIDE OF MARKET AVENUE FOR THE ENTIRE LENGTH OF THE PROJECT. THE PROPOSED PAVEMENT SHALL BE CONSTRUCTED UP TO AND INCLUDING THE BASE COURSE. TWO–LANE, TWO–WAY TRAFFIC SHALL BE MAINTAINED ON THE EAST (NORTHBOUND) SIDE OF MARKET AVENUE.

PHASE 4: INTERMEDAITE COURSE, SURFACE COURSE, AND FINAL PAVEMENT MARKINGS
THIS PHASE SHALL CONSIST OF CONSTRUCTING THE INTERMEDIATE COURSE, SURFACE COURSE, AND PAVEMENT MARKINGS THROUGHOUT THE ENTIRE PROJECT. TRAFFIC SHALL BE MAINTAINED USING FLAGGERS AS PER SCD MT–97.11.

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MAINTENANCE OF TRAFFIC NOTES

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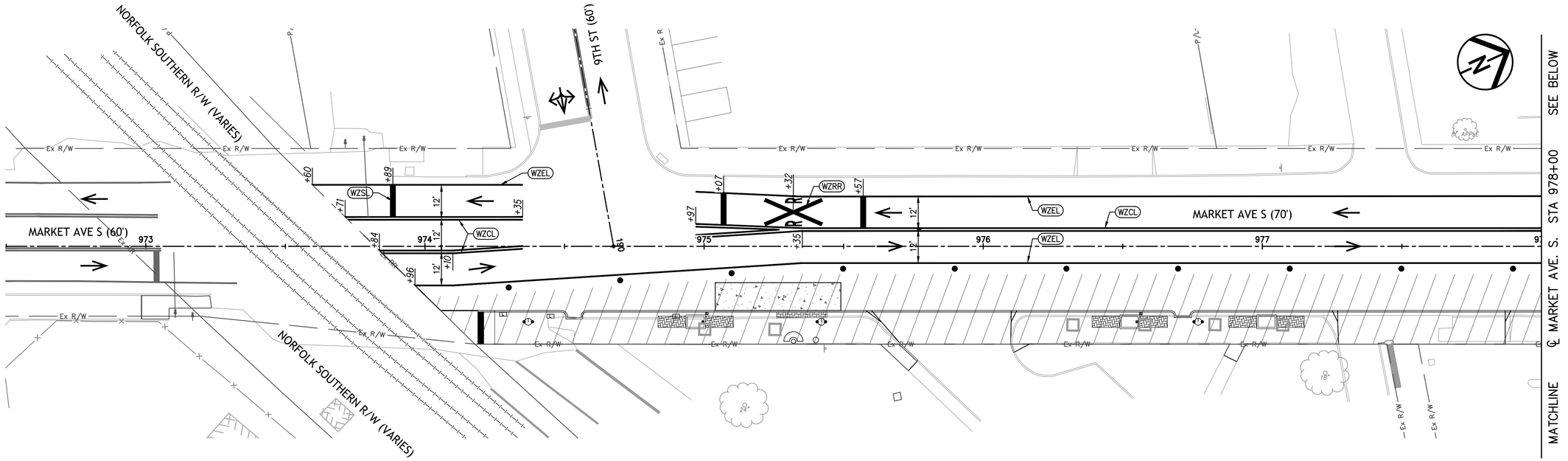

NOTES:

1. MINIMUM (SHIFTING) TAPER RATE IS 5.25:1.
2. REFER TO OMUTCD AND ODOT TRAFFIC STANDARD CONSTRUCTION DRAWINGS FOR ADVANCE WORK ZONE SIGNING FOR MARKET AVE AND SIDE STREETS.

LEGEND

- (WZCL) WORK ZONE CENTER LINE (DOUBLE SOLID)
- (WZEL) WORK ZONE EDGE LINE (WHITE)
- (WZSL) WORK ZONE STOP LINE (WHITE)
- (WZRR) WORK ZONE RAILROAD SYMBOL MARKING
- WORK AREA, THIS PHASE
- DIRECTION OF TRAVEL (LANE USE, SHOWN FOR CLARITY)
- DRUMS (40' SPACING ON TANGENTS, 25' SPACING ON TAPERS)
- EXISTING SIGN TO REMAIN POSTED THROUGH MOT PHASE
- PROPOSED SIGN

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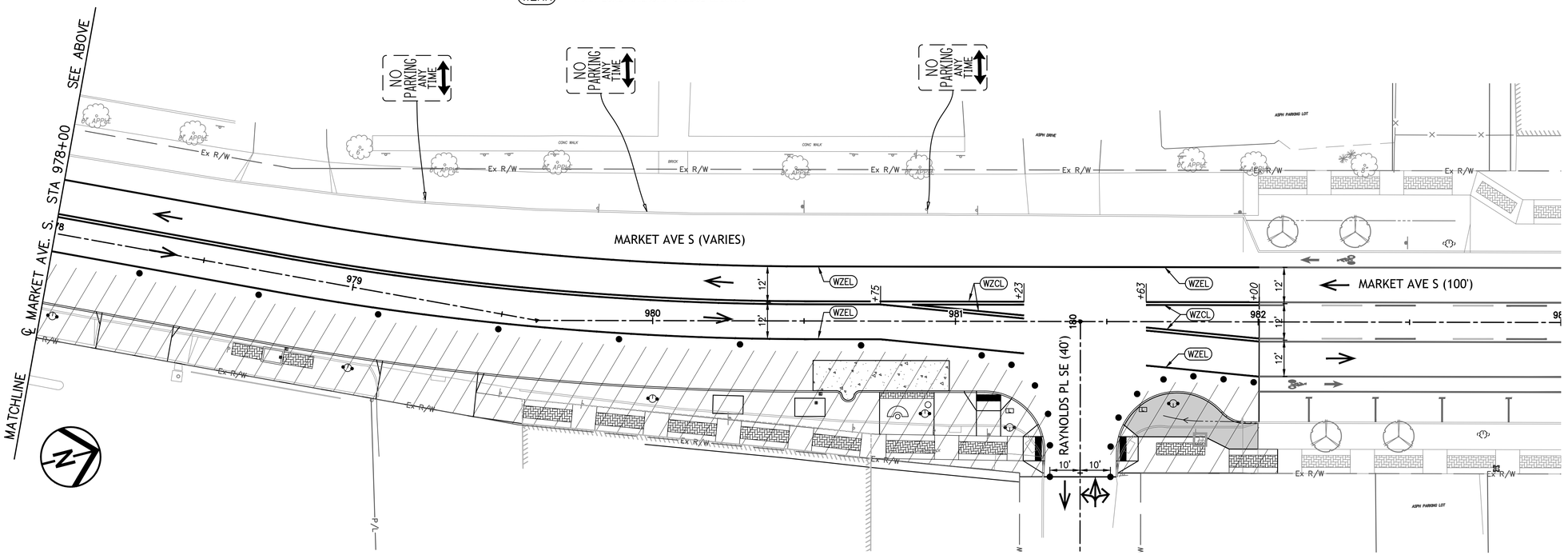
GRAPHIC SCALE IN FEET



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MAINTENANCE OF TRAFFIC PLAN - PHASE 2

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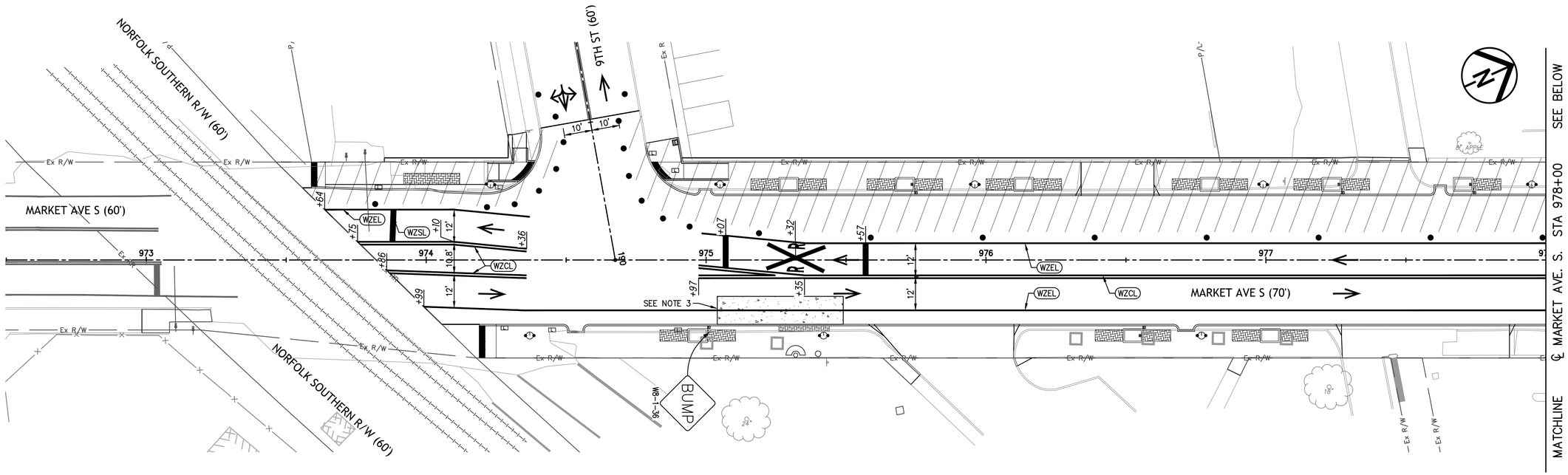

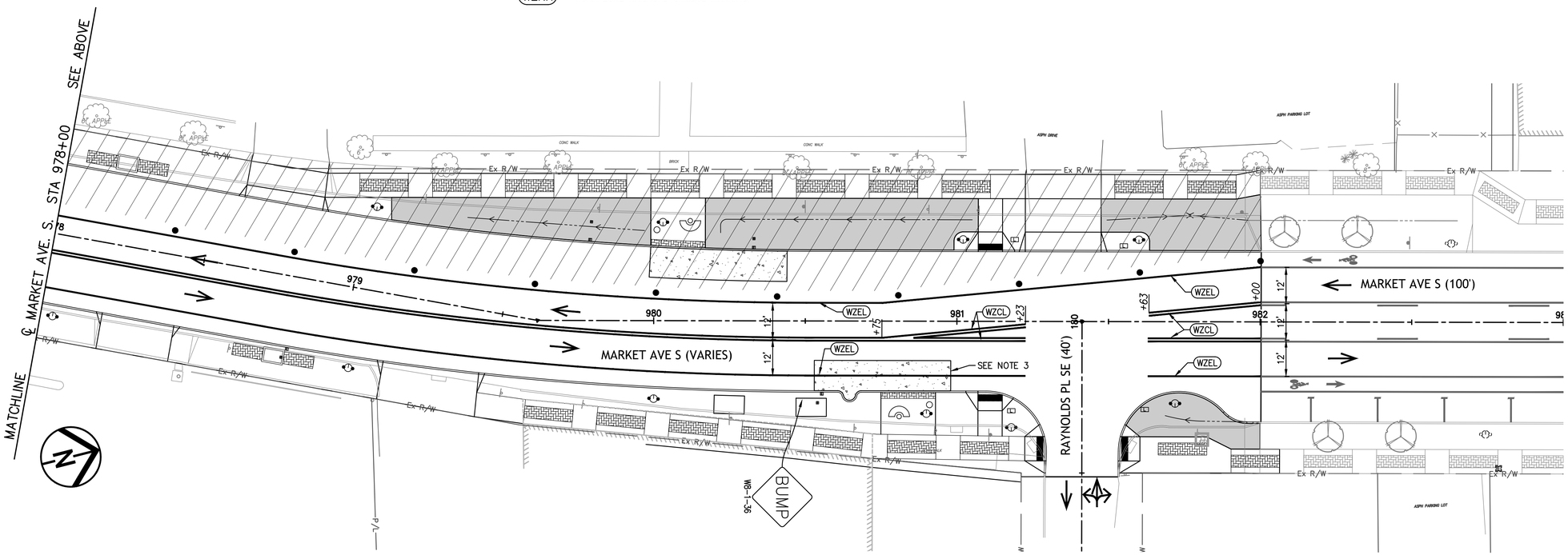

NOTES:

1. MINIMUM (SHIFTING) TAPER RATE IS 5.25:1.
2. REFER TO OMUTCD AND ODOT TRAFFIC STANDARD CONSTRUCTION DRAWINGS FOR ADVANCE WORK ZONE SIGNING FOR MARKET AVE AND SIDE STREETS.
3. PROVIDE ASPHALT WEDGES ON ALL EXPOSED EDGES OF CONCRETE BUS PAD PER ODOT SCD MT-101.90.

LEGEND

- (WZCL) WORK ZONE CENTER LINE (DOUBLE SOLID)
- (WZEL) WORK ZONE EDGE LINE (WHITE)
- (WZSL) WORK ZONE STOP LINE (WHITE)
- (WZRR) WORK ZONE RAILROAD SYMBOL MARKING
- WORK AREA, THIS PHASE
- DIRECTION OF TRAVEL (LANE USE, SHOWN FOR CLARITY)
- DRUMS (40' SPACING ON TANGENTS, 25' SPACING ON TAPERS)
- EXISTING SIGN TO REMAIN POSTED THROUGH MOT PHASE
- PROPOSED SIGN

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GRAPHIC SCALE IN FEET

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MAINTENANCE OF TRAFFIC PLAN - PHASE 3

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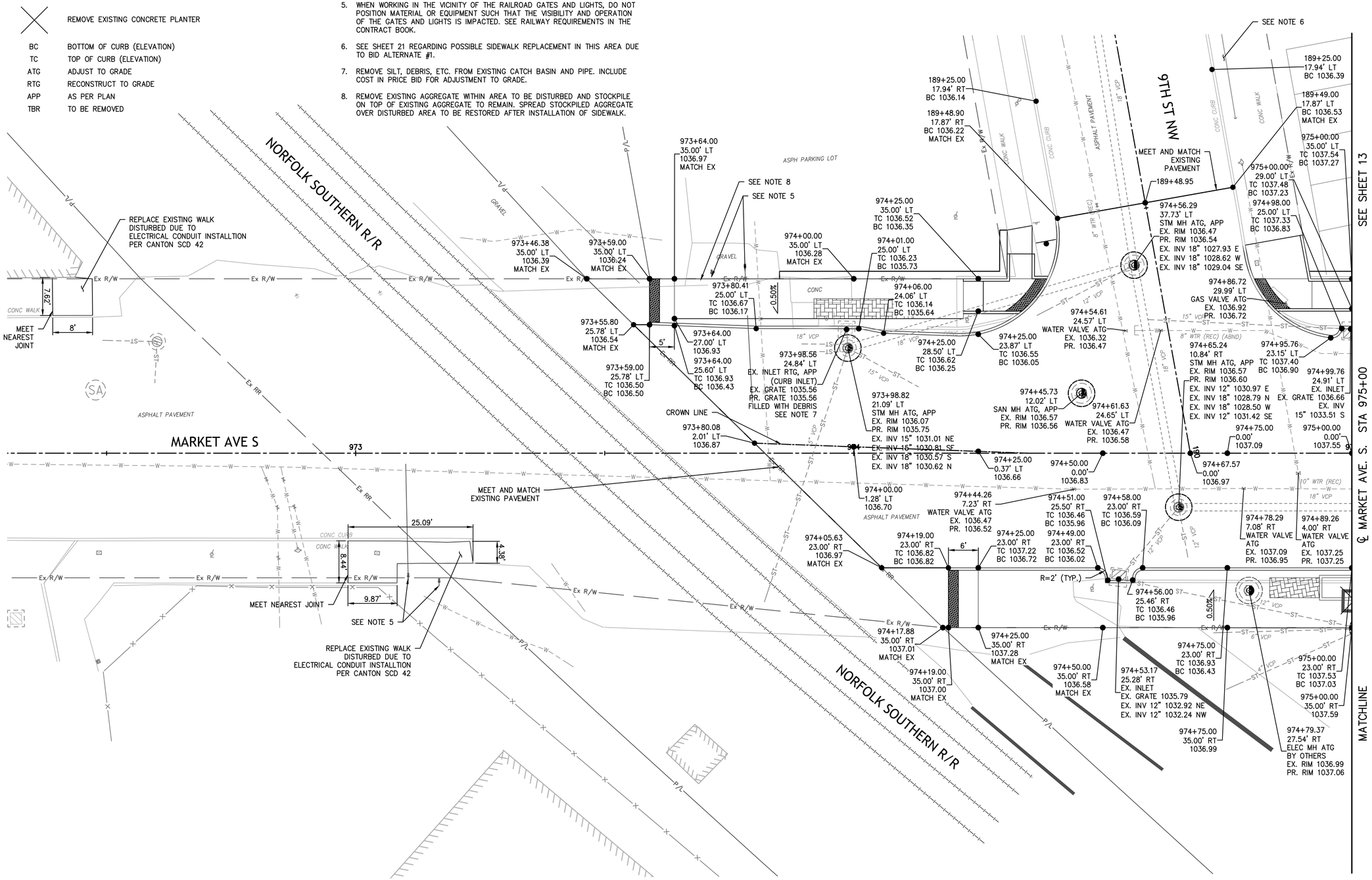
LEGEND

- SEEDING AND MULCHING — SEE STREETSCAPE PLAN, SHEETS 29–32
- LANDSCAPING BRICK — SEE STREETSCAPE PLAN, SHEETS 29–32
- CONCRETE BUS PAD — SEE STREETSCAPE PLAN, SHEETS 29–32
- SWALE, SEE NOTE 3
- REMOVE EXISTING CONCRETE PLANTER

BC	BOTTOM OF CURB (ELEVATION)
TC	TOP OF CURB (ELEVATION)
ATG	ADJUST TO GRADE
RTG	RECONSTRUCT TO GRADE
APP	AS PER PLAN
TBR	TO BE REMOVED

NOTES:

1. FOR LAYOUT OF STREETSCAPE AND LANDSCAPING ELEMENTS, SEE SHEETS 29–32.
2. ALL DRIVE APRONS SHALL FOLLOW REQUIREMENTS OF CITY OF CANTON STANDARD DRAWINGS NO. 27 AND 28; WITH DIMENSIONS AND ELEVATIONS AS SHOWN IN THESE PLANS.
3. PROVIDE 2' WIDE DITCH WITH 4:1 SIDE SLOPES. LINE WITH ODOT 671, EROSION CONTROL MAT, TYPE G.
4. SEE SHEET 16 FOR CURB RAMP AND CURB RETURN INFORMATION.
5. WHEN WORKING IN THE VICINITY OF THE RAILROAD GATES AND LIGHTS, DO NOT POSITION MATERIAL OR EQUIPMENT SUCH THAT THE VISIBILITY AND OPERATION OF THE GATES AND LIGHTS IS IMPACTED. SEE RAILWAY REQUIREMENTS IN THE CONTRACT BOOK.
6. SEE SHEET 21 REGARDING POSSIBLE SIDEWALK REPLACEMENT IN THIS AREA DUE TO BID ALTERNATE #1.
7. REMOVE SILT, DEBRIS, ETC. FROM EXISTING CATCH BASIN AND PIPE. INCLUDE COST IN PRICE BID FOR ADJUSTMENT TO GRADE.
8. REMOVE EXISTING AGGREGATE WITHIN AREA TO BE DISTURBED AND STOCKPILE ON TOP OF EXISTING AGGREGATE TO REMAIN. SPREAD STOCKPILED AGGREGATE OVER DISTURBED AREA TO BE RESTORED AFTER INSTALLATION OF SIDEWALK.



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MARKET AVENUE SOUTH STREETSCAPE PH 3

CITY OF CANTON

EST. 1805 CANTON, OHIO

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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

GRADING AND LAYOUT PLAN

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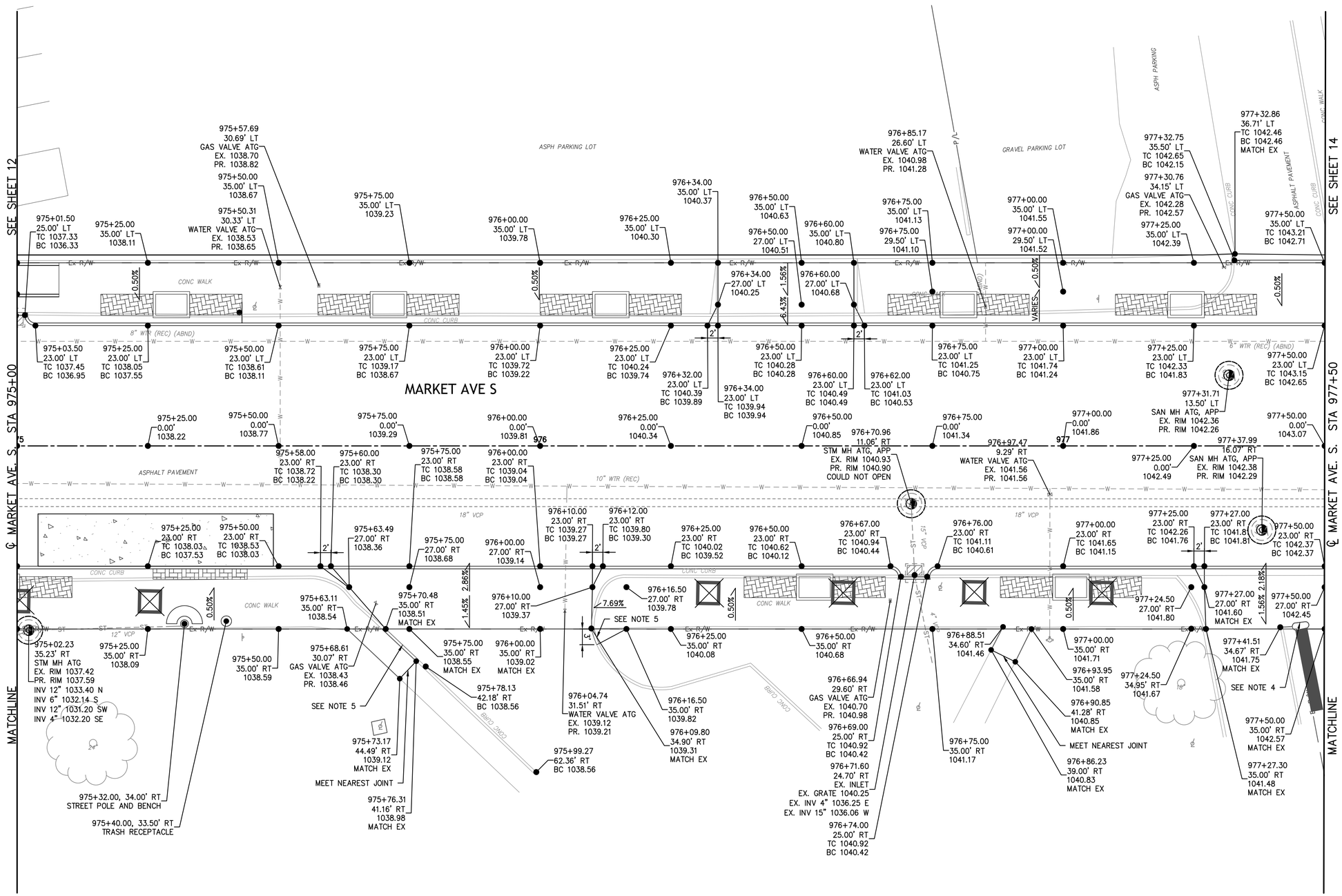
LEGEND

- SEEDING AND MULCHING — SEE STREETSCAPE PLAN, SHEETS 29–32
- LANDSCAPING BRICK — SEE STREETSCAPE PLAN, SHEETS 29–32
- CONCRETE BUS PAD — SEE STREETSCAPE PLAN, SHEETS 29–32
- SWALE, SEE NOTE 3
- REMOVE EXISTING CONCRETE PLANTER

BC	BOTTOM OF CURB (ELEVATION)
TC	TOP OF CURB (ELEVATION)
ATG	ADJUST TO GRADE
RTG	RECONSTRUCT TO GRADE
APP	AS PER PLAN
TBR	TO BE REMOVED

NOTES:

1. FOR LAYOUT OF STREETSCAPE AND LANDSCAPING ELEMENTS, SEE SHEETS 29–32.
2. ALL DRIVE APRONS SHALL FOLLOW REQUIREMENTS OF CITY OF CANTON STANDARD DRAWINGS NO. 27 AND 28; WITH DIMENSIONS AND ELEVATIONS AS SHOWN IN THESE PLANS.
3. PROVIDE 2' WIDE DITCH WITH 4:1 SIDE SLOPES. LINE WITH ODOT 671, EROSION CONTROL MAT, TYPE G.
4. MEET AND MATCH EXISTING WALL. DO NOT DISTURB WALL.
5. HORIZONTALLY SAW CUT EXISTING CURB TO TAPER CURB HEIGHT FROM 6" TO 0" AT THE EXISTING RIGHT OF WAY LINE.



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GRADING AND LAYOUT PLAN

13 OF 33

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LEGEND

- SEEDING AND MULCHING — SEE STREETSCAPE PLAN, SHEETS 29–32
- LANDSCAPING BRICK — SEE STREETSCAPE PLAN, SHEETS 29–32
- CONCRETE BUS PAD — SEE STREETSCAPE PLAN, SHEETS 29–32
- SWALE, SEE NOTE 3
- REMOVE EXISTING CONCRETE PLANTER

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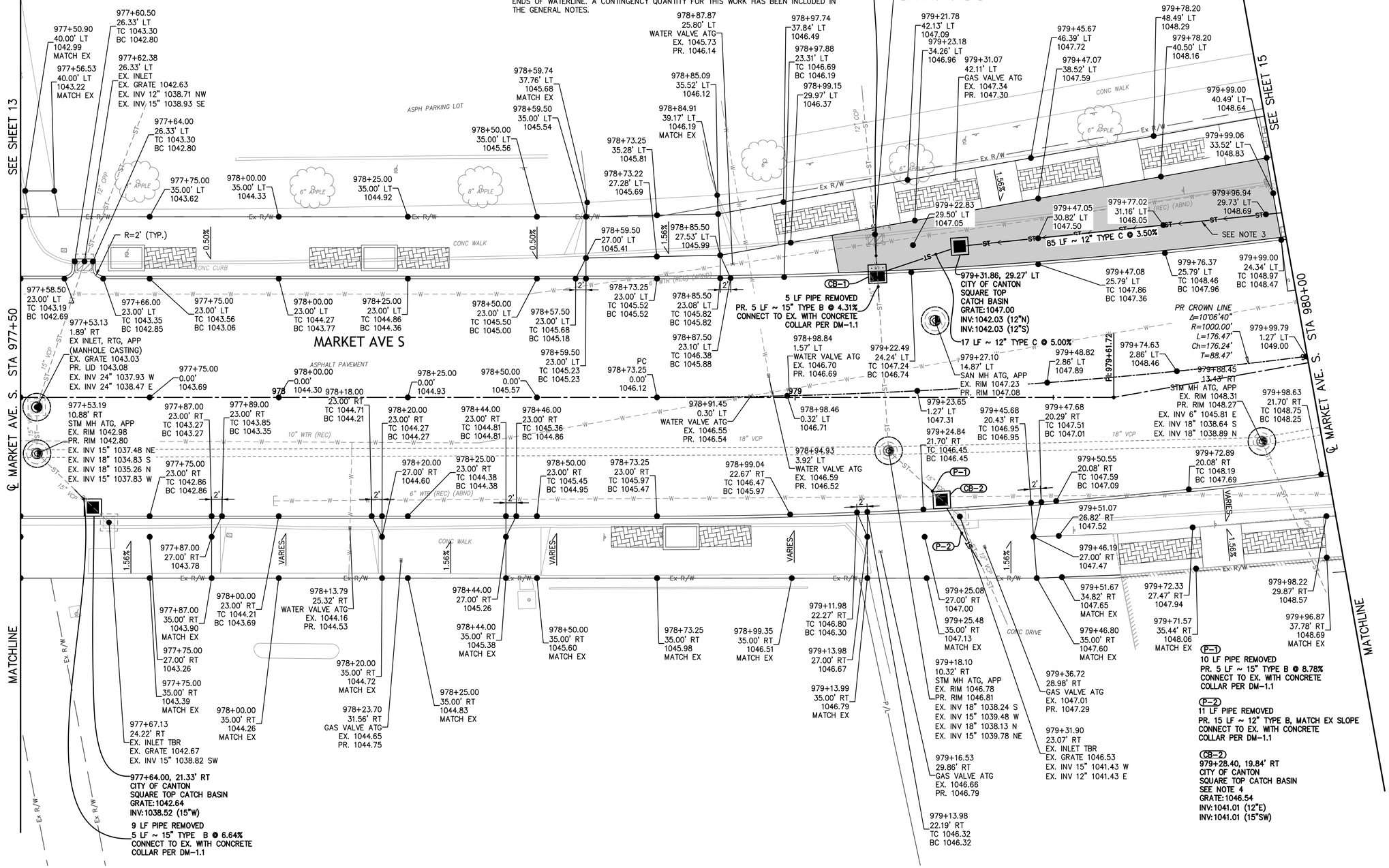
TC	TOP OF CURB (ELEVATION)
ATG	ADJUST TO GRADE
RTG	RECONSTRUCT TO GRADE
APP	AS PER PLAN
TBR	TO BE REMOVED

NOTES:

1. FOR LAYOUT OF STREETSCAPE AND LANDSCAPING ELEMENTS, SEE SHEETS 29–32.
2. ALL DRIVE APRONS SHALL FOLLOW REQUIREMENTS OF CITY OF CANTON STANDARD DRAWINGS NO. 27 AND 28; WITH DIMENSIONS AND ELEVATIONS AS SHOWN IN THESE PLANS.
3. PROVIDE 2' WIDE DITCH WITH 4:1 SIDE SLOPES. LINE WITH ODOT 671, EROSION CONTROL MAT, TYPE G.
4. PROPOSED CATCH BASIN IS LOCATED OVER EXISTING 6" ABANDONED WATER LINE PER RECORD INFORMATION. CONTRACTOR SHALL EXCAVATE FOR CATCH BASIN USING CAUTION. IF WATER LINE IS DISCOVERED TO BE IN CONFLICT WITH PROPOSED CATCH BASIN, CUT AND REMOVE 4' OF EXISTING WATER LINE CENTERED ON THE CATCH BASIN LOCATION. CAP ENDS OF WATERLINE. A CONTINGENCY QUANTITY FOR THIS WORK HAS BEEN INCLUDED IN THE GENERAL NOTES.



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GRADING AND LAYOUT PLAN

14 OF 33

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LEGEND

- SEEDING AND MULCHING — SEE STREETSCAPE PLAN, SHEETS 29–32
- LANDSCAPING BRICK — SEE STREETSCAPE PLAN, SHEETS 29–32
- CONCRETE BUS PAD — SEE STREETSCAPE PLAN, SHEETS 29–32
- SWALE, SEE NOTE 3
- REMOVE EXISTING CONCRETE PLANTER

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ATG	ADJUST TO GRADE
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APP	AS PER PLAN
TBR	TO BE REMOVED

NOTES:

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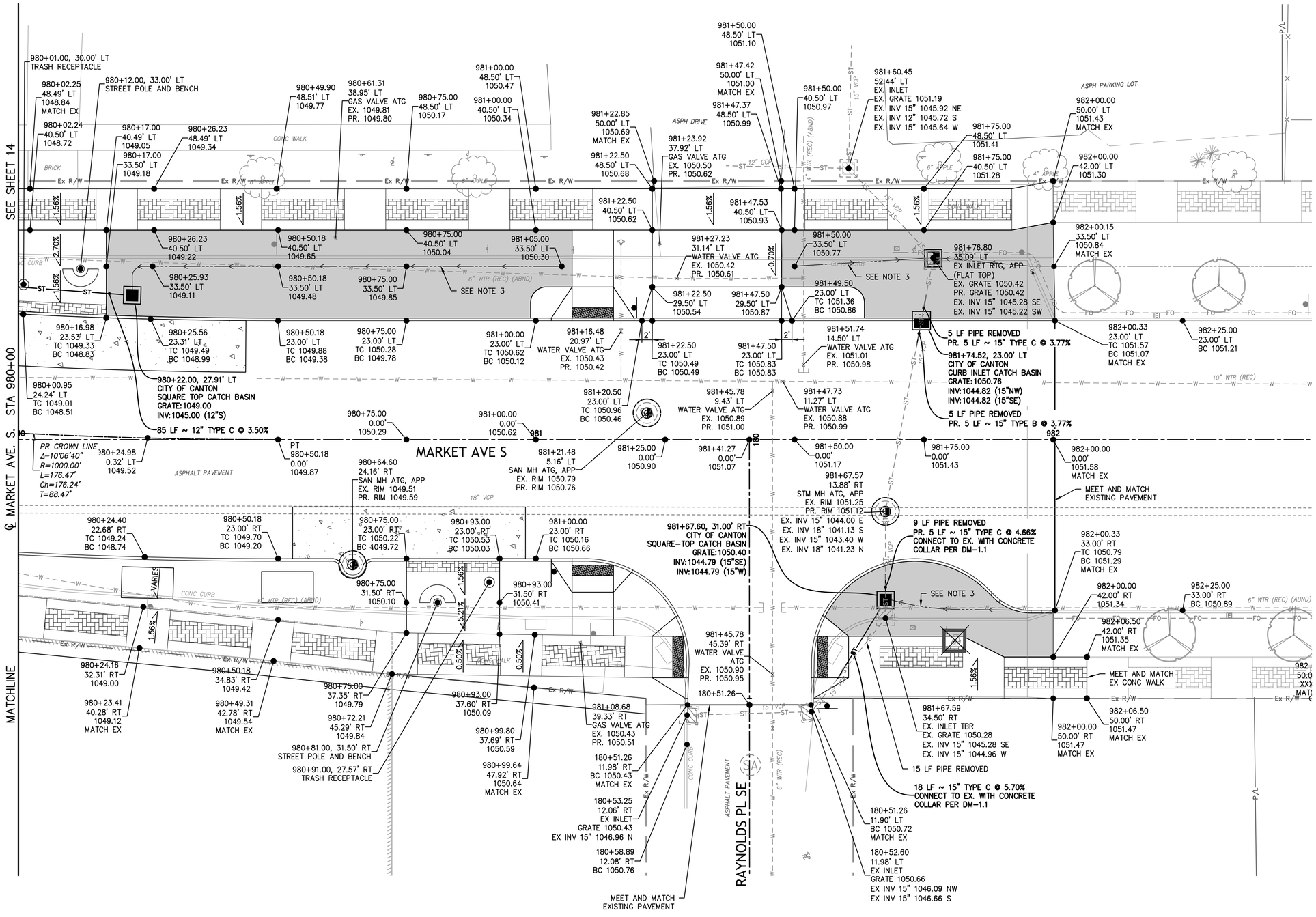
2. ALL DRIVE APRONS SHALL FOLLOW REQUIREMENTS OF CITY OF CANTON STANDARD DRAWINGS NO. 27 AND 28; WITH DIMENSIONS AND ELEVATIONS AS SHOWN IN THESE PLANS.
3. PROVIDE 2' WIDE DITCH WITH 4:1 SIDE SLOPES. LINE WITH ODOT 671, EROSION CONTROL MAT, TYPE G.
4. SEE SHEETS 17–18 FOR CURB RAMP AND CURB RETURN INFORMATION.



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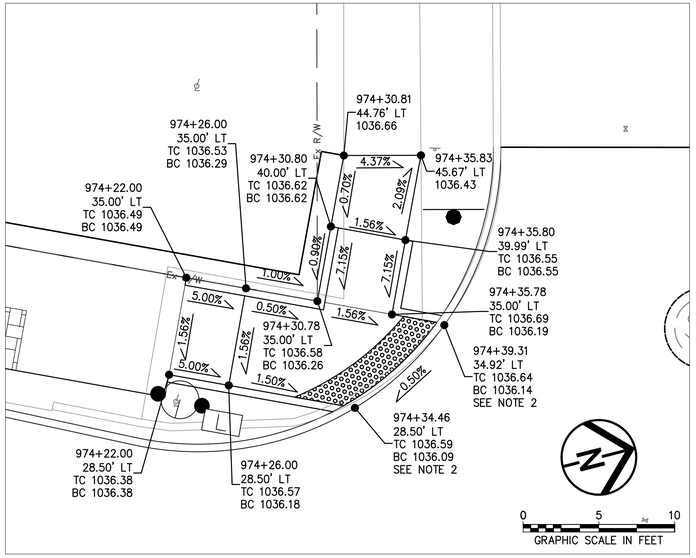
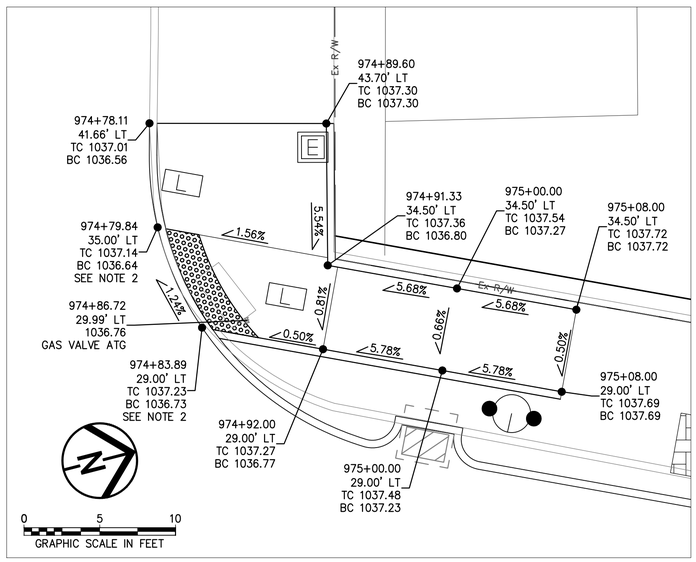
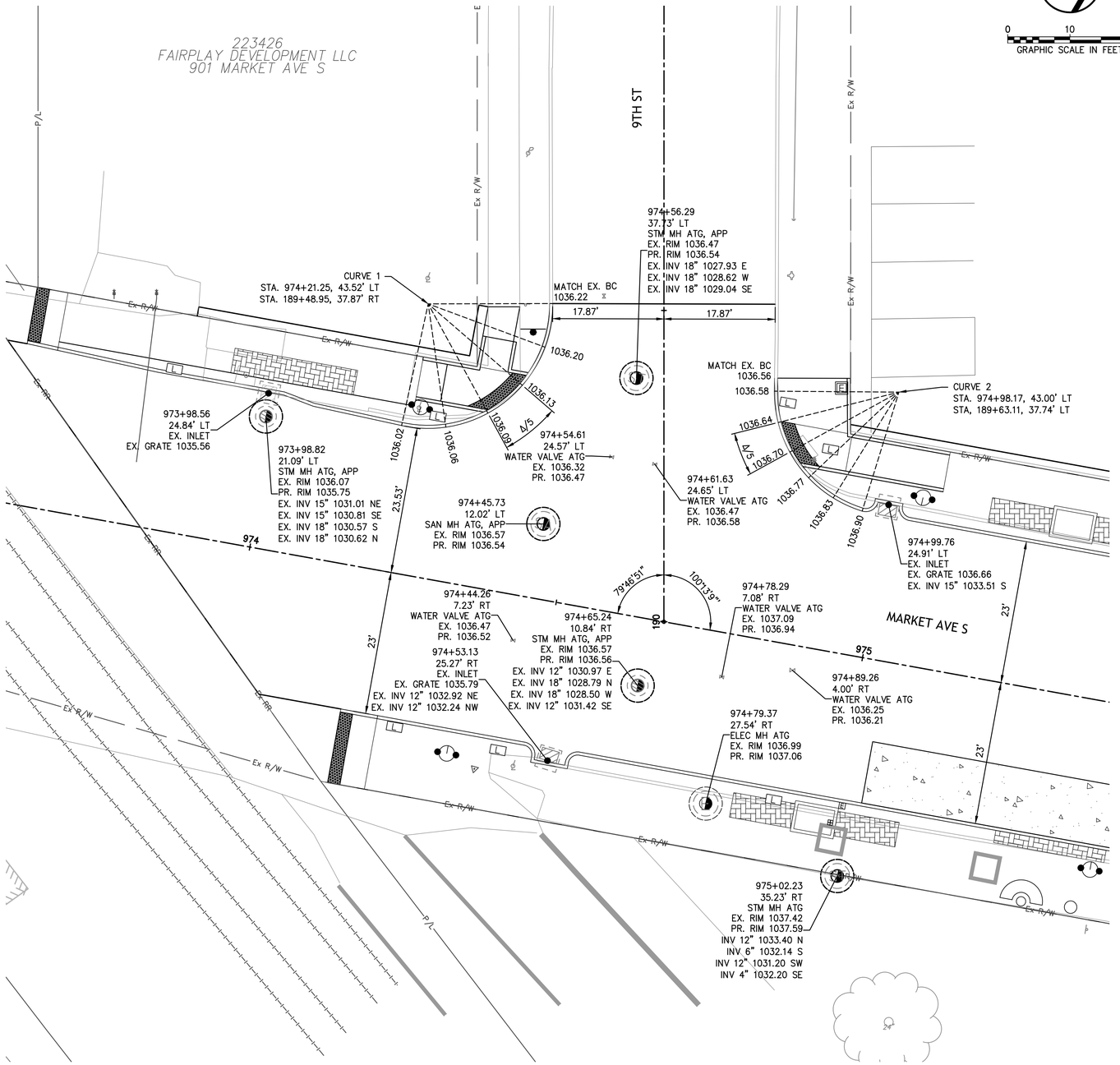


SOUTHWEST DETAIL VIEW



NORTHWEST DETAIL VIEW



DETECTABLE WARNINGS

BC	BOTTOM OF CURB (ELEVATION)
TC	TOP OF CURB (ELEVATION)
ATG	ADJUST TO GRADE
TBR	TO BE REMOVED

NOTES:

1. ALL ELEVATIONS GIVEN ALONG CURB RETURNS ARE BOTTOM OF CURB UNLESS OTHERWISE NOTED.
2. TOP OF CURB ELEVATIONS SHOWN ARE FOR RETURN CURB ALONG CURB RAMP. ROADWAY CURB ACROSS CURB RAMP SHALL BE FLUSH WITH THE PAVEMENT.

CURVE DATA FOR RADIUS RETURNS					
CURVE NO.	RADIUS	INTERIOR ANGLE	LENGTH OF CURVE	PC	PT
1	20.00'	102° 29' 02"	35.77'	974+20.52, 23.53' LT	189+48.90, 17.87' RT
2	20.00'	73° 15' 21"	25.57'	974+95.76, 23.15' LT	189+62.97, 23.15' LT

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INTERSECTION DETAILS - 9TH ST

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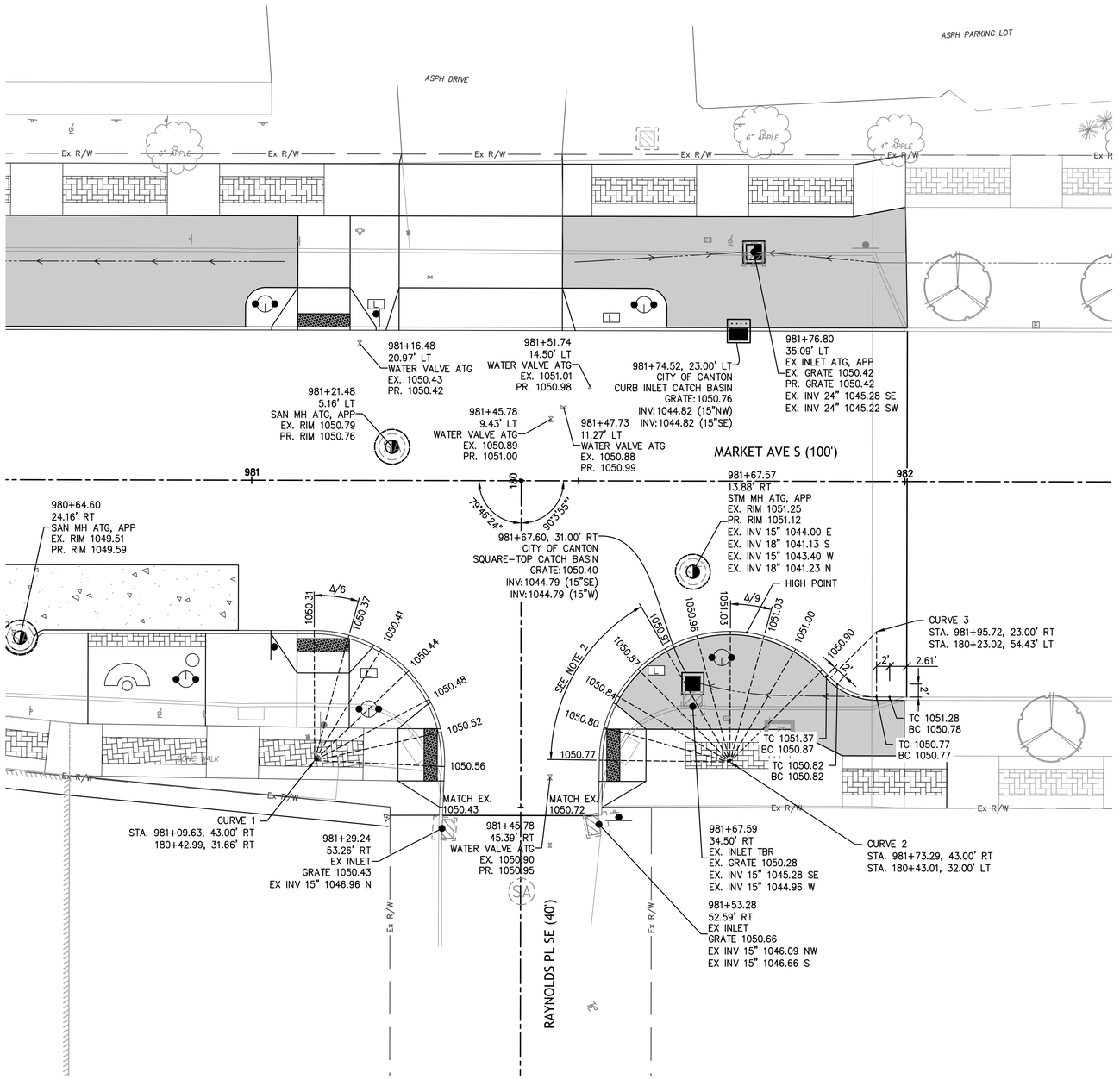

ALTERNATE GRADING
NORTHEAST RETURN

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GRAPHIC SCALE IN FEET

DETECTABLE WARNINGS

BC	BOTTOM OF CURB (ELEVATION)
TC	TOP OF CURB (ELEVATION)
ATG	ADJUST TO GRADE
TBR	TO BE REMOVED

NOTES:

1. ALL ELEVATIONS GIVEN ALONG CURB RETURNS ARE BOTTOM OF CURB UNLESS OTHERWISE NOTED.
2. ELEVATIONS SHOWN IN THIS AREA REQUIRE MILLING IN EXCESS OF THE 2" SHOWN ON THE TYPICAL SECTIONS. IF BRICK IS ENCOUNTERED DURING MILLING, USE ALTERNATE GRADING ON NORTHEAST RETURN AS SHOWN IN DETAIL ON THIS SHEET.

CURVE DATA FOR RADIUS RETURNS

CURVE NO.	RADIUS	INTERIOR ANGLE	LENGTH OF CURVE	PC	PT
1	20.00'	92° 16' 03"	32.21'	891+09.63, 23.00' RT	180+43.79, 11.68' RT
2	20.00'	134° 18' 58"	46.89'	981+87.43, 28.86' RT	180+42.77, 12.00' LT
3	20.00'	45° 00' 00"	7.85'	981+88.65, 30.07' RT	981+95.72, 33.00' RT

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INTERSECTION DETAILS - RAYNOLDS ST

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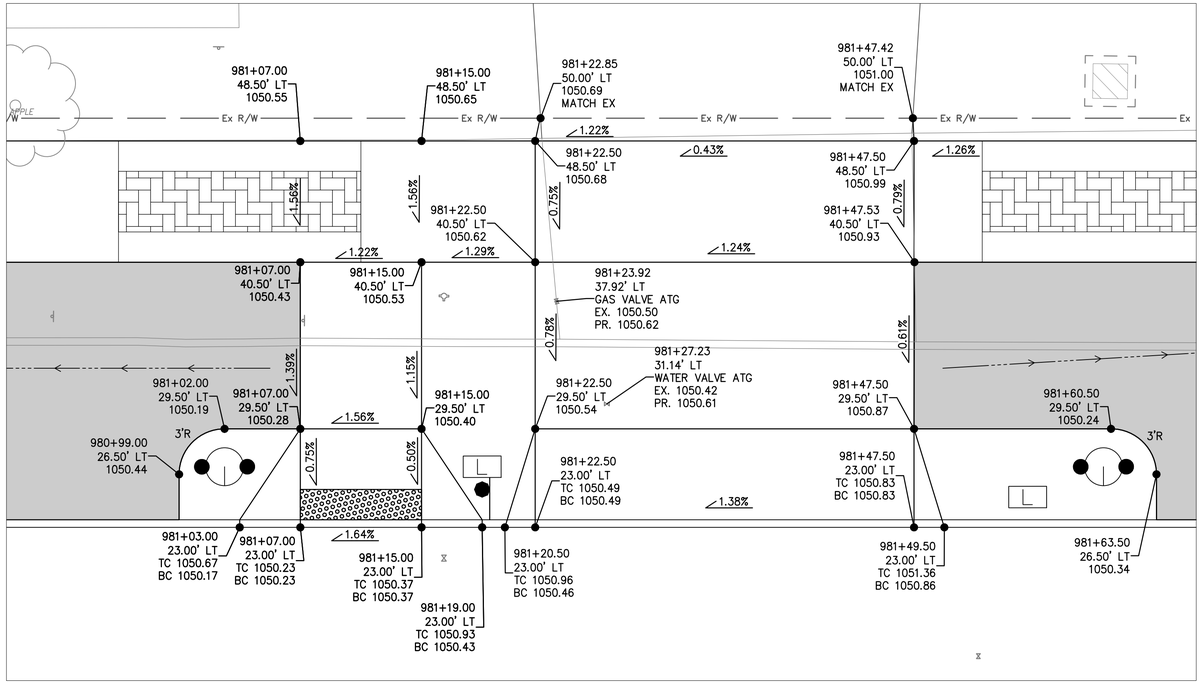
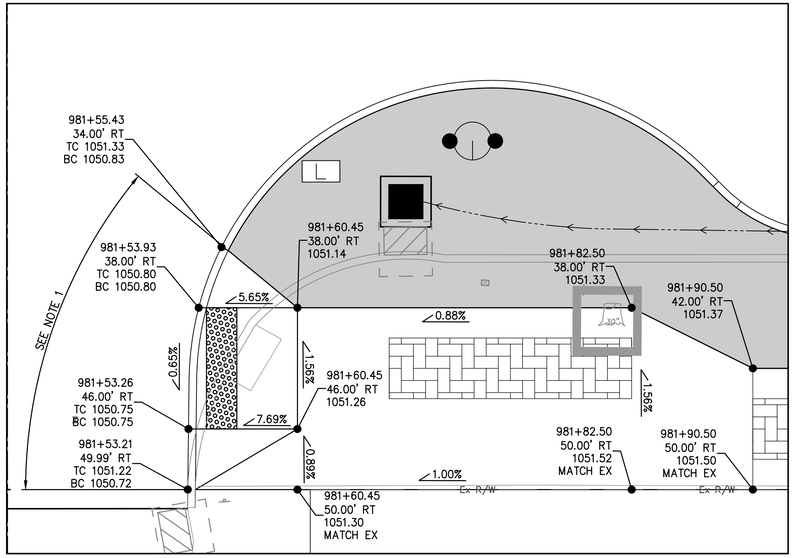
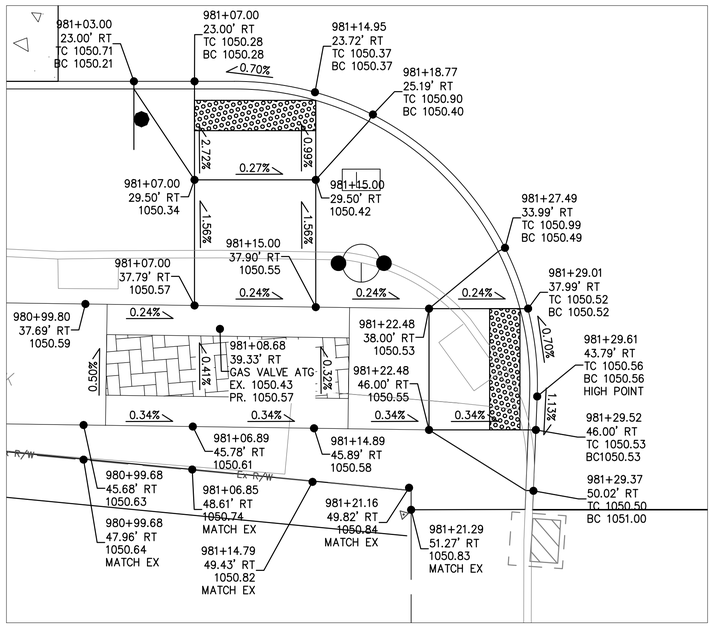


WEST DETAIL VIEW



NORTHEAST DETAIL VIEW



SOUTHEAST DETAIL VIEW

SEEDING AND MULCHING
SEE STREETSCAPE PLAN, SHEETS 29–32

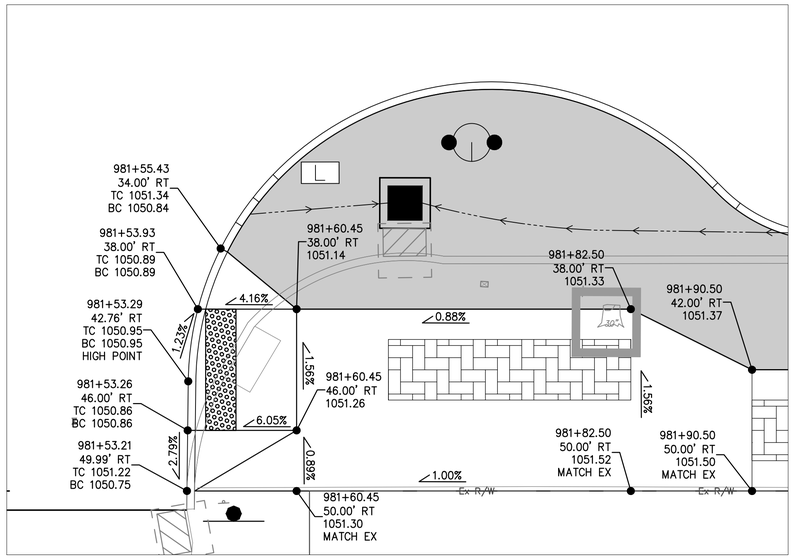
DETECTABLE WARNINGS

BC BOTTOM OF CURB (ELEVATION)

TC TOP OF CURB (ELEVATION)

NOTES:

1. ELEVATIONS SHOWN IN THIS AREA REQUIRE MILLING IN EXCESS OF THE 2" SHOWN ON THE TYPICAL SECTIONS. IF BRICK IS ENCOUNTERED DURING MILLING, USE ALTERNATE GRADING ON NORTHEAST RETURN AS SHOWN IN DETAIL ON THIS SHEET.



NORTHEAST DETAIL VIEW
ALTERNATE GRADING

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CURB RAMP DETAILS - RAYNOLDS ST

18 OF 33

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PADLOCKS AND KEYS
PADLOCKS FURNISHED SHALL BE EITHER BRASS OR BRONZE, EQUAL TO MASTER NO. 4BKA OR WILSON BOHANNAN 660A,AND SHALL BE KEYED IN ACCORDANCE WITH C&MS 631.06.PAYMENT SHALL BE INCLUDED IN THE BID FOR THE ITEM(S) BEING LOCKED.

DECORATIVE STREET LIGHT POLES
THE DECORATIVE STREET LIGHT POLES, LUMINAIRES, STREET POLES, AND WIRING INTERIOR TO THE LIGHT POLES ARE TO BE FURNISHED AND INSTALLED BY THE CITY OF CANTON FORCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OTHER ITEMS AND MATERIALS NECESSARY TO COMPLETE THE LIGHT POLE INSTALLATION, UP TO AND INCLUDING THE LIGHT POLE FOUNDATION, CONDUITS, WIRING, AND CONNECTOR KITS.

ITEM 625 – POWER SERVICE (LIGHTING), AS PER PLAN
IN ADDITION TO THE REQUIREMENTS OF THE SPECIFICATIONS, THE FOLLOWING IS ADDED.

THE POWER SUPPLYING AGENCY FOR THE PROJECT IS:

AMERICAN ELECTRIC POWER
301 CLEVELAND AVENUE SW
CANTON, OHIO 44720
PHONE: 330–438–7061

POWER SERVICE: 120/240 OR 120/208 VOLT, 100 AMP, 3–WIRE, SINGLE PHASE, GROUNDED NEUTRAL. THIS PROJECT HAS BEEN DESIGNED ON A BASIS OF A MAXIMUM 5% VOLTAGE DROP

ELECTRICAL CONDUCTORS FOR POWER SERVICE SHALL BE NO. 2 AWG DISTRIBUTION CABLE AND SHALL BE TYPE XHHW STRANDED COPPER. ELECTRICAL CONDUCTORS IN CONDUIT SHALL BE ELECTRICALLY CONTINUOUS BETWEEN THE POWER SOURCE AND THE LIGHTING CONTROLLER. UNDERGROUND SPLICES SHALL NOT BE PERMITTED.

THE CONTRACTOR SHALL COORDINATE WITH THE ELECTRIC UTILITY COMPANY THE FINAL LOCATION OF THE POWER SOURCE.

THE CONTRACTOR SHALL PAY ALL ELECTRICAL ENERGY CHARGES FOR NEW POWER SERVICES ESTABLISHED FOR THIS PROJECT. UPON COMPLETION OF THIS PROJECT AND AFTER WRITTEN AUTHORIZATION FROM THE CITY, THE POWER SERVICE ELECTRICAL ENERGY ACCOUNT SHALL BE TRANSFERRED TO THE CITY. THIS SHALL INCLUDE NEW POWER SERVICE ESTABLISHED BY THIS PROJECT AS WELL AS REASSIGNMENT OF EXISTING SERVICE DUE TO WORK PERFORMED BY THIS PROJECT.

THE CONTRACTOR SHALL FURNISH AND INSTALL ONE MILBANK SWITCH LOAD CONTROLLER MODEL CP3B51115AAOSP10. THE CONTRACTOR SHALL ALSO PROVIDE THE WORK PAD, GROUND ROD, ALL NECESSARY CONDUIT, WIRING, PULLBOXES, HARDWARE, AND FITTINGS FOR EACH POWER SERVICE LOCATION FROM THE DESIGNATED POWER SOURCE TO THE PROPOSED CONTROLLER AT THE LOCATIONS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

PAYMENT WILL BE MADE AT THE UNIT BID PRICE FOR EACH CMS ITEM 625, POWER SERVICE (LIGHTING), AS PER PLAN WHICH SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM 625 – NO. 6 AWG 600 VOLT DISTRIBUTION CABLE, AS PER PLAN
ELECTRICAL CONDUCTORS SHALL BE TYPE XHHW STRANDED COPPER. ELECTRICAL CONDUCTORS IN CONDUIT SHALL BE ELECTRICALLY CONTINUOUS BETWEEN LIGHT POLES AND THE LIGHTING CONTROLLER. UNDERGROUND SPLICES SHALL NOT BE PERMITTED. THE CONTRACTOR SHALL FURNISH THE CONNECTORS AT THE LIGHT POLE BASES AS PER CITY STANDARD DRAWING NO. 65. ALL OTHER REQUIREMENTS OF CMS SECTION 625 SHALL STILL BE APPLICABLE.

ITEM 625 – NO. 10 AWG 600 VOLT DISTRIBUTION CABLE, AS PER PLAN
ELECTRICAL CONDUCTORS SHALL BE TYPE XHHW STRANDED COPPER. ALL OTHER REQUIREMENTS OF CMS SECTION 625 SHALL STILL BE APPLICABLE.

ITEM 625 – CONDUIT, 2", 725.051, AS PER PLAN
ALL CONDUITS AND FITTINGS SHALL BE SCHEDULE 40 PVC. ALL CONDUITS SHALL HAVE ROT RESISTANT PULL WIRE. ALL CONDUITS ENTERING A PULL BOX, POLE, ETC., SHALL NOT EXTEND MORE THAN ONE (1) INCH BEYOND ENTERING THE PULL BOX, POLE, ETC. TRENCHING FOR THE INSTALLATION OF ELECTRICAL CONDUIT SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE PAYMENT FOR THE CONDUIT. WHERE POSSIBLE, THE ELECTRICAL CONDUIT SHALL BE PLACED IN THE TRENCH BEHIND THE CURB.

FOR PROPOSED CONDUITS LOCATED WITHIN PAVEMENT, USE OPEN CUT METHOD OF INSTALLATION. RESTORE PAVEMENT USING FULL DEPTH PAVEMENT BUILDUP AS SHOWN ON THE TYPICAL SECTIONS SHEETS. TRENCH LIMITS SHALL BE AS SHOWN ON ODOT SCD HL–30.22. ELECTRICAL CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR REGARDING PAVEMENT RESTORATION. QUANTITIES HAVE BEEN PROVIDED BELOW FOR THIS WORK.

ITEM 625 – CONDUIT, 3", 725.051, AS PER PLAN
ALL CONDUITS AND FITTINGS SHALL BE SCHEDULE 40 PVC. ALL CONDUITS SHALL HAVE ROT RESISTANT PULL WIRE. ALL CONDUITS ENTERING A PULL BOX, POLE, ETC., SHALL NOT EXTEND MORE THAN ONE (1) INCH BEYOND ENTERING THE PULL BOX, POLE, ETC. TRENCHING FOR THE INSTALLATION OF ELECTRICAL CONDUIT SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE PAYMENT FOR THE CONDUIT. WHERE POSSIBLE, THE ELECTRICAL CONDUIT SHALL BE PLACED IN THE TRENCH BEHIND THE CURB.

FOR PROPOSED CONDUITS LOCATED WITHIN PAVEMENT, USE OPEN CUT METHOD OF INSTALLATION. RESTORE PAVEMENT USING FULL DEPTH PAVEMENT BUILDUP AS SHOWN ON THE TYPICAL SECTIONS SHEETS. TRENCH LIMITS SHALL BE AS SHOWN ON ODOT SCD HL–30.22. ELECTRICAL CONTRACTOR TO COORDINATE WITH GENERAL CONTRACTOR REGARDING PAVEMENT RESTORATION. QUANTITIES HAVE BEEN PROVIDED BELOW FOR THIS WORK.

PAVEMENT RESTORATION FOR CONDUIT INSTALLATION
THE FOLLOWING QUANTITIES HAVE BEEN PROVIDED FOR PAVEMENT RESTORATION FOLLOWING INSTALLATION OF ITEM 625, CONDUIT 2" AND 3" AS PER PLAN.

ITEM 301 – ASPHALT CONCRETE BASE, PG64–22 (449)	3 CY
ITEM 408 – PRIME COAT	11 GAL

ITEM 625 – GROUND ROD, AS PER PLAN
IN ADDITION TO THE REQUIREMENTS OF ODOT CMS 625.16 AND 725.16, THE PROVIDED GROUND ROD SHALL BE CONSTRUCTED OF COPPER CLAD STEEL.

ITEM 625 – PULL BOX, MISC.: LIGHTING, 725.06, 17" x 30"
PULL BOXES SHALL BE MANUFACTURED BY CARSON BROOKS QUAZITE OR SYNERTECH OR APPROVED EQUAL. ALL PULL BOXES SHALL INCLUDE A POLYMER CONCRETE RING AND COVER TYPE, OR EQUAL. THE PULL BOX SHALL BE FIBERGLASS REINFORCED POLYESTER, OR EQUAL, WITH INSERTS AND SHALL BE 18 INCHES DEPTH. EACH PULL BOX SHALL INCLUDE TWO (2) STAINLESS STEEL HEX BOLTS. EACH PULL BOX AND COVER SHALL HAVE A MINIMUM LOAD RATING OF 20,000 POUNDS CAPACITY IN ACCORDANCE WITH THE WESTERN UNDERGROUND COMMITTEE GUIDE 3.6. UNDERDRAINS SHALL NOT BE INSTALLED IN PULL BOXES.

PULL BOXES SHALL BE MARKED "STREET LIGHTING" ON THE TIER 22 COVER AND SHALL MEET THE SPECIFICATIONS LISTED ABOVE, WITH DIMENSIONS 17"W x 30"L x 18"D.

ITEM 625 – PULL BOX, MISC.: LIGHTING, 725.06, 36" x 36"
PULL BOXES SHALL BE MANUFACTURED BY CARSON BROOKS QUAZITE OR SYNERTECH OR APPROVED EQUAL. ALL PULL BOXES SHALL INCLUDE A POLYMER CONCRETE RING AND COVER TYPE, OR EQUAL. THE PULL BOX SHALL BE FIBERGLASS REINFORCED POLYESTER, OR EQUAL, WITH INSERTS AND SHALL BE 18 INCHES DEPTH. EACH PULL BOX SHALL INCLUDE TWO (2) STAINLESS STEEL HEX BOLTS. EACH PULL BOX AND COVER SHALL HAVE A MINIMUM LOAD RATING OF 20,000 POUNDS CAPACITY IN ACCORDANCE WITH THE WESTERN UNDERGROUND COMMITTEE GUIDE 3.6. UNDERDRAINS SHALL NOT BE INSTALLED IN PULL BOXES.

PULL BOXES SHALL BE MARKED "STREET LIGHTING" ON THE TIER 22 COVER AND SHALL MEET THE SPECIFICATIONS LISTED ABOVE, WITH DIMENSIONS 36"W x 36"L x 18"D.

ITEM 625 – PULL BOX, MISC.:ELECTRIC, 725.06, 12" x 12"
PULL BOXES SHALL BE MANUFACTURED BY CARSON BROOKS QUAZITE OR SYNERTECH OR APPROVED EQUAL. ALL PULL BOXES SHALL INCLUDE A POLYMER CONCRETE RING AND COVER TYPE, OR EQUAL. THE PULL BOX SHALL BE FIBERGLASS REINFORCED POLYESTER, OR EQUAL, WITH INSERTS AND SHALL BE 12 INCHES DEPTH. EACH PULL BOX SHALL INCLUDE TWO (2) STAINLESS STEEL HEX BOLTS. EACH PULL BOX AND COVER SHALL HAVE A MINIMUM LOAD RATING OF 20,000 POUNDS CAPACITY IN ACCORDANCE WITH THE WESTERN UNDERGROUND COMMITTEE GUIDE 3.6. UNDERDRAINS SHALL NOT BE INSTALLED IN PULL BOXES.

PULL BOXES SHALL BE MARKED "ELECTRIC" ON THE TIER 15 COVER AND SHALL MEET THE SPECIFICATIONS LISTED ABOVE, WITH DIMENSIONS 12"W x 12"L x 12"D.

ITEM 625 – LIGHTING, MISC.: ELECTRIC RECEPTACLE
RECEPTACLE SHALL BE GROUND FAULT INTERRUPTER TYPE DUPLEX RECEPTACLE, 20 AMPERE, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE, NEMA 5–204, WEATHERPROOF.

RECEPTACLE SHALL BE SECURELY MOUNTED 12" ABOVE FINISHED GRADE ON A 4"x4" STEEL POST THAT EXTENDS 3' BELOW GRADE AND 18" ABOVE GRADE. WIRING SHALL BE INTERIOR TO THE STEEL POST. STEEL POST SHALL BE TOPPED WITH A MOLDED PLASTIC CAP. WIRING AND CONDUIT TO STEEL POST ARE PAID UNDER A SEPARATE ITEM.

EACH RECEPTACLE SHALL HAVE A SINGLE GANG, NEMA 3R, DIE CAST ALUMINUM HINGED COVER. COVER SHALL HAVE A LOCKABLE HASP. COVER SHALL BE INTERMATIC WP1010MXD OR APPROVED EQUAL.

PAYMENT FOR THIS ITEM SHALL BE AT THE UNIT PRICE BID FOR EACH ITEM 625 – LIGHTING, MISC.: ELECTRIC RECEPTACLE WHICH SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM AS DESCRIBED AND SHOWN ON THE PLANS IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM 625 – LIGHTING MISC.: TEST HOLE PERFORMED
IT IS ANTICIPATED THAT THE CONTRACTOR WILL ENCOUNTER UNDERGROUND UTILITIES WHILE EXCAVATING FOR LIGHTING SUPPORT FOUNDATIONS. IF, AFTER ACCURATELY IDENTIFYING THE PROPOSED LOCATION OF THE FOUNDATION, AS SHOWN IN THE PLANS, AND AFTER MODIFYING THAT LOCATION, IF NECESSARY BASED ON THE FIELD MARKING OF THE UNDERGROUND UTILITY LOCATION THE CONTRACTOR DISCOVERS A UTILITY CONFLICT DURING HIS EXCAVATION OPERATION, HE WILL BE COMPENSATED FOR LABOR AND EQUIPMENT COSTS ASSOCIATED FOR EACH PARTIAL FOUNDATION EXCAVATION ACCORDING TO HIS BID PRICE.

BEFORE THE CONTRACTOR BEGINS THE EXCAVATION AT THE MODIFIED LOCATION, HE SHALL VERIFY THAT THERE WILL BE NO OVERHEAD UTILITY CONFLICTS RESULTING FROM THE NEW LIGHTING SUPPORT LOCATION. NEW SUPPORT LOCATIONS ARE TO BE APPROVED BY THE ENGINEER.

THE CONTRACTOR'S WORK UNDER THIS BID ITEM SHALL INCLUDE BACKFILLING, COMPACTING, AND RESTORATION OF THE EXCAVATION TO ITS ORIGINAL CONDITION OR AS APPROVED BY THE ENGINEER.

EXCAVATIONS SHALL NOT BE LEFT OPEN OVERNIGHT.

PAYMENT FOR THIS ITEM SHALL BE AT THE UNIT PRICE BID FOR EACH ITEM 625–LIGHTING, MISC.: TEST HOLE PERFORMED. THE QUANTITIES PROVIDED IN THE PLANS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

ITEM 625 – LIGHT POLE FOUNDATION, AS PER PLAN
LIGHT POLE FOUNDATIONS SHALL BE CONSTRUCTED AS PER CITY OF CANTON STANDARD DRAWINGS NO. 61, 62, 63, AND 65. THE CONTRACTOR SHALL CONTACT THE CITY TO OBTAIN THE ANCHOR BOLTS. ALL OTHER REQUIREMENTS OF CMS SECTION 625 AND THE STANDARD DRAWINGS SHALL STILL BE APPLICABLE. PAYMENT FOR THIS ITEM SHALL BE FULL COMPENSATION FOR ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EXCAVATION, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

ITEM 625 – LIGHT POLE REMOVED, AS PER PLAN
THE EXISTING STREET LIGHT POLES AND LUMINAIRES AND OVERHEAD WIRING SHALL BE REMOVED AND TURNED OVER TO AEP. THE CONTRACTOR SHALL TAKE CARE TO ENSURE THE POLES AND LIGHTS ARE NOT DAMAGED DURING THE REMOVAL PROCESS. THE CONTRACTOR SHALL COORDINATE WITH AEP REGARDING THE TRANSPORT OF THE EXISTING POLES OFF OF THE PROJECT SITE TO AN AEP FACILITY.

ITEM 625 – UNDERGROUND WARNING/MARKING TAPE, AS PER PLAN
THE LOCATION OF UNDERGROUND CONDUIT AND BURIED ELECTRICAL CABLES SHALL BE MARKED BY THE USE OF A CONTINUOUS IDENTIFYING TAPE BURIED IN THE TRENCH ABOVE THE LINE. THE IDENTIFYING TAPE SHALL BE OF INERT MATERIAL, APPROXIMATELY SIX (6) INCHES WIDE AND COMPOSED OF POLYETHYLENE PLASTIC, HIGHLY RESISTANT TO ALKALIS, ACIDS, OR OTHER CHEMICAL COMPONENTS LIKELY TO BE ENCOUNTERED IN SOILS. THE TAPE SHALL BE BRIGHT RED, WITH THE IDENTIFYING PRINTING "ELECTRICAL" IN BLACK LETTERS, ONE SIDE ONLY. TAPE SHALL BE SUPPLIED IN CONTINUOUS ROLES WITH THE IDENTIFYING LETTERING REPEATED CONTINUOUSLY FOR THE FULL LENGTH OF THE TAPE. THE IDENTIFYING TAPE SHALL BE BURIED IN THE ELECTRIC LINES TRENCH WITH ONE STRIP APPROXIMATELY 6 INCHES TO 10 INCHES BELOW THE FINAL FINISHED GRADE. THE TAPE SHALL BE PLACED IN THE TRENCH WITH THE PRINTED SIDE UP AND SHALL BE ESSENTIALLY PARALLEL WITH THE FINISHED SURFACE. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO ENSURE THAT THE TAPE IS NOT PULLED, DISTORTED, OR OTHERWISE MISPLACED IN COMPLETING THE TRENCH BACKFILL.

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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

LIGHTING PLAN NOTES

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LEGEND

- PROPOSED LIGHTING/ELECTRICAL PULL BOX
- PROPOSED LIGHTING/ELECTRICAL CONTROL CENTER
- PROPOSED LIGHT POLE, TWIN POST TOP
- PROPOSED 2" CONDUIT, 725.051, FOR LIGHTING
- FO — PROPOSED 3" CONDUIT, 725.051 WITH PULL STRING (FOR FUTURE FIBER OPTIC BY OTHERS)
- A-01 — CIRCUIT LABEL AND POLE NUMBER

LIGHTING WIRING LEGEND

- (A) 3-#6 AWG AND 1-GROUND
- (B) 6-#6 AWG AND 1-GROUND
- (C) 12-#6 AWG AND 1-GROUND
- (D) 3-#10 AWG AND 1-GROUND

NOTES:

1. CONTRACTOR TO COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR FINAL LOCATION OF POWER SOURCE.
2. THE CONTRACTOR SHALL VERIFY ALL POLE LOCATIONS FOR POTENTIAL UTILITY CONFLICTS. FINAL POLE LOCATIONS TO BE ADJUSTED AS NECESSARY AND AS DIRECTED BY THE ENGINEER.
3. LAYOUT FOR THE LIGHTING WIRING MAY BE FIELD ADJUSTED AT THE DIRECTION OF THE ENGINEER.
4. ALL ELECTRICAL PULL BOXES AT RECEPTACLES SHALL BE 12"x12". ALL OTHER ELECTRICAL PULL BOXES SHALL BE 17"x30" UNLESS OTHERWISE NOTED.
5. PROPOSED LIGHT POLE FOUNDATION IS LOCATED AT APPROXIMATELY THE SAME LOCATION AS EXISTING LIGHT POLE FOUNDATION TO BE REMOVED. EXISTING STORM SEWER IS IN CLOSE PROXIMITY TO BOTH EXISTING AND PROPOSED FOUNDATION. CONTRACTOR SHALL EXERCISE CAUTION WHILE EXCAVATING TO REMOVE EXISTING AND INSTALL PROPOSED FOUNDATION. EXISTING STORM SEWER IS APPROXIMATELY 5 FEET DEEP TO TOP OF PIPE AT THIS LOCATION.

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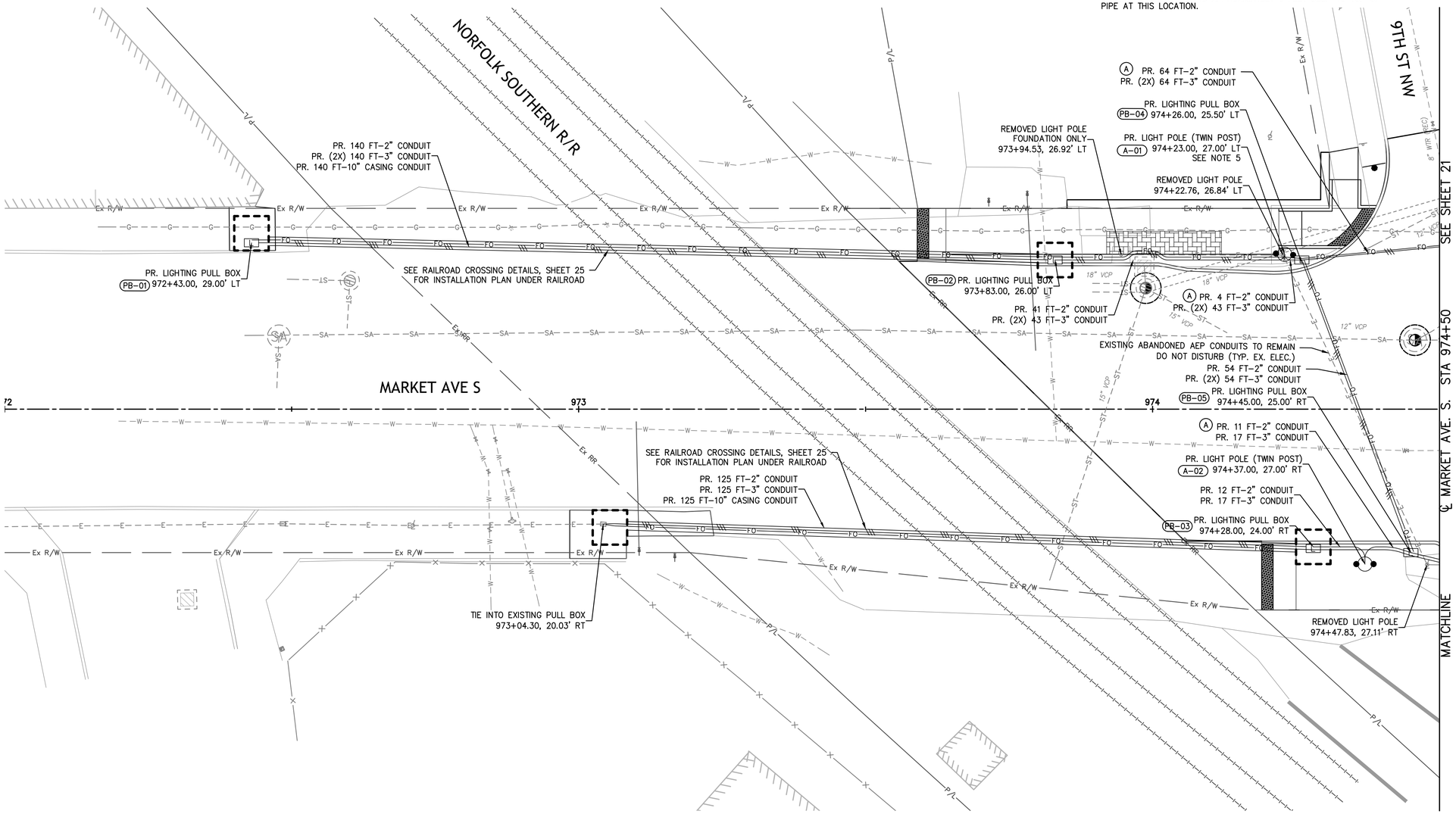
GRAPHIC SCALE IN FEET



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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

LIGHTING PLAN

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LEGEND

- PROPOSED LIGHTING/ELECTRICAL PULL BOX
- PROPOSED LIGHTING/ELECTRICAL CONTROL CENTER
- PROPOSED LIGHT POLE, TWIN POST TOP
- PROPOSED 2" CONDUIT, 725.051, FOR LIGHTING
- PROPOSED 3" CONDUIT, 725.051 WITH PULL STRING (FOR FUTURE FIBER OPTIC BY OTHERS)
- A-01 CIRCUIT LABEL AND POLE NUMBER
- EXISTING PLANTER TO BE REMOVED BY GENERAL CONTRACTOR

LIGHTING WIRING LEGEND

- (A) 3-#6 AWG AND 1-GROUND
- (B) 6-#6 AWG AND 1-GROUND
- (C) 12-#6 AWG AND 1-GROUND
- (D) 3-#10 AWG AND 1-GROUND

NOTES:

1. CONTRACTOR TO COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR FINAL LOCATION OF POWER SOURCE.
2. THE CONTRACTOR SHALL VERIFY ALL POLE LOCATIONS FOR POTENTIAL UTILITY CONFLICTS. FINAL POLE LOCATIONS TO BE ADJUSTED AS NECESSARY AND AS DIRECTED BY THE ENGINEER.
3. LAYOUT FOR THE LIGHTING WIRING MAY BE FIELD ADJUSTED AT THE DIRECTION OF THE ENGINEER.
4. ALL ELECTRICAL PULL BOXES AT RECEPTACLES SHALL BE 12"x12". ALL OTHER ELECTRICAL PULL BOXES SHALL BE 17"x30" UNLESS OTHERWISE NOTED.
5. ~~PROPOSED CONDUIT FROM POWER SERVICE LOCATION TO PB-06 AND ASSOCIATED SIDEWALK REPLACEMENT IS INCLUDED AS ALTERNATE 1. THIS ALTERNATE INCLUDES REMOVAL OF EXISTING SIDEWALK FROM BACK OF CURB TO BACK OF WALK, INSTALLATION OF PROPOSED 2" CONDUIT AND MARKING TAPE, AND REPLACEMENT OF SIDEWALK. REPLACEMENT SIDEWALK WILL MATCH EXISTING GRADE FROM BACK OF CURB TO BACK OF WALK. IF THIS ALTERNATE IS NONPERFORMED.~~ PROPOSED POWER SERVICE WIRING WILL BE RUN THROUGH EXISTING AEP OWNED CONDUIT FROM THE POWER SERVICE LOCATION TO PB-06.

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GRAPHIC SCALE IN FEET

POWER SERVICE LOCATION
PR 79 FT-2" CONDUIT FOR POWER SERVICE WITH 119 FT 2-#2 AWG BUNDLE WIRE BEYOND 79 FT CONDUIT LENGTH AT BASE OF POWER SERVICE LOCATION POLE FOR AEP CONNECTION SEE NOTE 5
PR. LIGHT PULL BOX (PB-06) STA. 974+80.94, 38.16' LT
PR. 9 FT-2" CONDUIT FOR POWER SERVICE WITH 2-#2 AWG
PR. CONTROL CENTER 974+89.00, 42.00' LT (A-CC)
PR. (2X) 10 FT-3" CONDUIT (C)
PR. LIGHT PULL BOX 974+89.00, 32.00' LT (PB-07)
PR. 18 FT-2" CONDUIT (A) PR. (2X) 632 FT-3" CONDUIT
PR. LIGHT POLE (TWIN POST) 975+05.00, 27.00' LT (A-03)
ELECTRIC PULL BOX AND RECEPTACLE W/ 5 FT-2" CONDUIT (D) 975+75.00, 24.00' LT
PR. 24 FT-2" CONDUIT (A) PR. (2X) 632 FT-3" CONDUIT
PR. LIGHT POLE (TWIN POST) 975+96.00, 27.00' LT (A-05)
PR. 108 FT-2" CONDUIT (A) PR. (2X) 632 FT-3" CONDUIT
PR. LIGHT POLE (TWIN POST) (A-07) 976+99.00, 27.00' LT
SEE SHEET 18
SEE SHEET 20
9TH ST NW
MARKET AVE S
MATCHLINE
MATCHLINE
℄ MARKET AVE. S. STA 974+50
℄ MARKET AVE. S. STA 977+00
PR. 64 FT-2" CONDUIT (A) PR. (2X) 64 FT-3" CONDUIT
(A) PR. 73 FT-2" CONDUIT PR. (2X) 632 FT-3" CONDUIT
REMOVED LIGHT POLE 975+45.41, 26.59' LT
PR. 57 FT-2" CONDUIT (B) PR. (2X) 57 FT-3" CONDUIT
EXISTING ABANDONED AEP CONDUITS TO REMAIN DO NOT DISTURB (TYP. EX. ELEC.)
(A) PR. 117 FT-2" CONDUIT PR. 641 FT-3" CONDUIT
ELECTRIC PULL BOX AND RECEPTACLE (D) WITH 5 FT-2" CONDUIT 976+56.50, 24.00' RT
PR. LIGHT POLE (TWIN POST) 976+77.00, 27.00' RT (A-06)
ELECTRIC PULL BOX AND RECEPTACLE WITH 5 FT-2" CONDUIT (D) 975+01.00, 24.00' RT
PR. LIGHT POLE (TWIN POST) 975+42.00, 27.00' RT (A-04)
PR. LIGHT PULL BOX 974+90.00, 25.00' RT (PB-08)
PR. 11 FT-2" CONDUIT (A) PR. 641 FT-3" CONDUIT
PR. 43 FT-2" CONDUIT (A) PR. 641 FT-3" CONDUIT
PR. 47 FT-2" CONDUIT (A) PR. 47 FT-3" CONDUIT
(A) PR. 22 FT-2" CONDUIT PR. 641 FT-3" CONDUIT
REMOVED LIGHT POLE 976+76.50, 27.00' RT
(A) PR. 132 FT-2" CONDUIT PR. 641 FT-3" CONDUIT

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PROJECT NO.:	21-00154-010
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LIGHTING PLAN

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LEGEND

- PROPOSED LIGHTING/ELECTRICAL PULL BOX
- PROPOSED LIGHTING/ELECTRICAL CONTROL CENTER
- PROPOSED LIGHT POLE, TWIN POST TOP
- PROPOSED 2" CONDUIT, 725.051, FOR LIGHTING
- FO — PROPOSED 3" CONDUIT, 725.051 WITH PULL STRING (FOR FUTURE FIBER OPTIC BY OTHERS)
- A–01 — CIRCUIT LABEL AND POLE NUMBER
- EXISTING PLANTER TO BE REMOVED BY GENERAL CONTRACTOR

LIGHTING WIRING LEGEND

- (A) 3–#6 AWG AND 1–GROUND
- (B) 6–#6 AWG AND 1–GROUND
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- (D) 3–#10 AWG AND 1–GROUND

NOTES:

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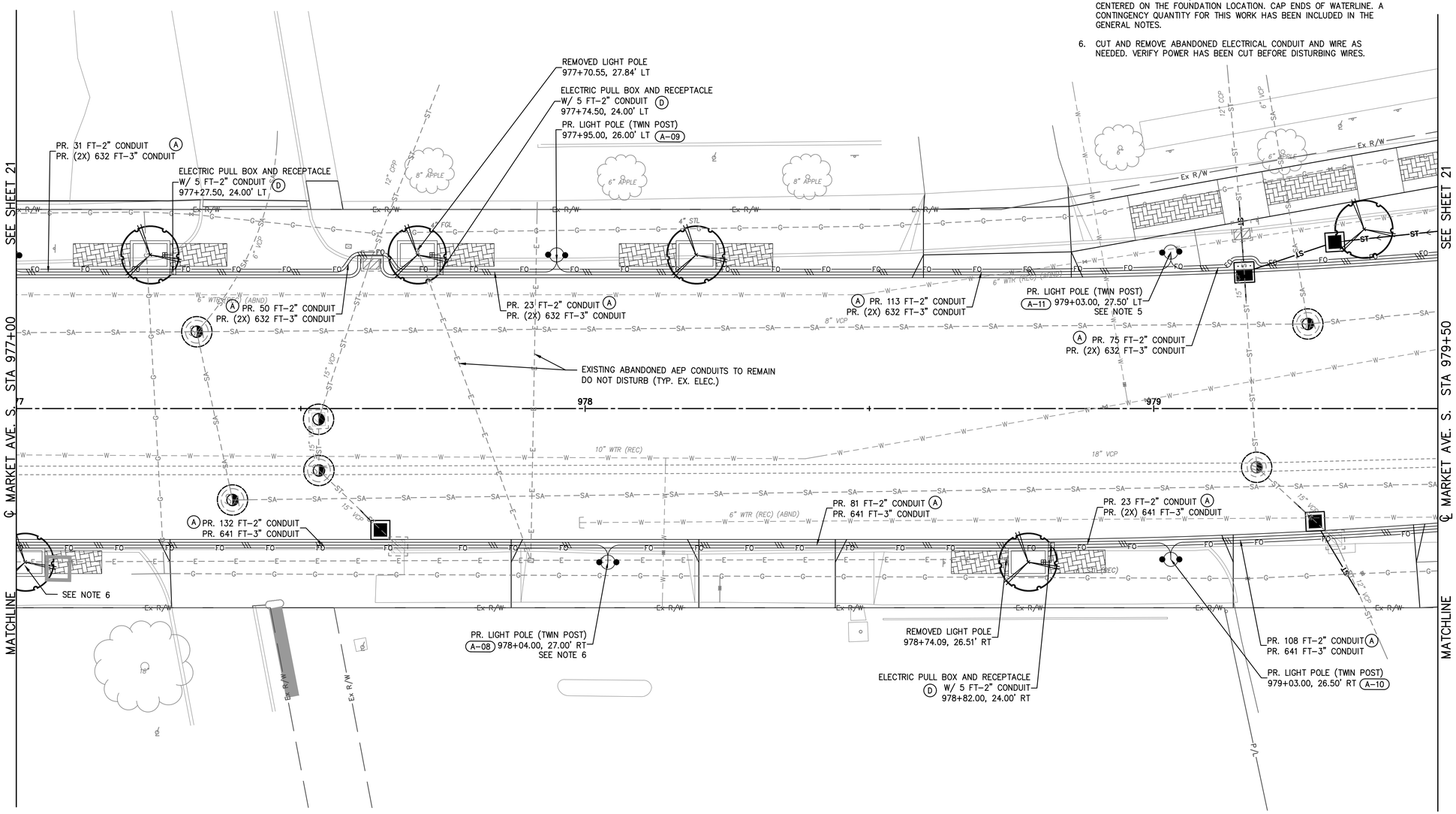
3. LAYOUT FOR THE LIGHTING WIRING MAY BE FIELD ADJUSTED AT THE DIRECTION OF THE ENGINEER.
4. ALL ELECTRICAL PULL BOXES AT RECEPTACLES SHALL BE 12"x12". ALL OTHER ELECTRICAL PULL BOXES SHALL BE 17"x30" UNLESS OTHERWISE NOTED.
5. PROPOSED LIGHT POLE FOUNDATION LOCATED OVER OR IN CLOSE PROXIMITY TO EXISTING 6" ABANDONED WATER LINE PER RECORD INFORMATION. CONTRACTOR SHALL EXCAVATE FOR FOUNDATION USING CAUTION. IF WATER LINE IS DISCOVERED TO BE IN CONFLICT WITH PROPOSED FOUNDATION, CUT AND REMOVE 4' OF EXISTING WATER LINE CENTERED ON THE FOUNDATION LOCATION. CAP ENDS OF WATERLINE. A CONTINGENCY QUANTITY FOR THIS WORK HAS BEEN INCLUDED IN THE GENERAL NOTES.
6. CUT AND REMOVE ABANDONED ELECTRICAL CONDUIT AND WIRE AS NEEDED. VERIFY POWER HAS BEEN CUT BEFORE DISTURBING WIRES.



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LIGHTING PLAN

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LEGEND

- PROPOSED LIGHTING/ELECTRICAL PULL BOX
- PROPOSED LIGHTING/ELECTRICAL CONTROL CENTER
- PROPOSED LIGHT POLE, TWIN POST TOP
- PROPOSED 2" CONDUIT, 725.051, FOR LIGHTING
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- A-01 — CIRCUIT LABEL AND POLE NUMBER
- EXISTING PLANTER TO BE REMOVED BY GENERAL CONTRACTOR

LIGHTING WIRING LEGEND

- (A) 3-#6 AWG AND 1-GROUND
- (B) 6-#6 AWG AND 1-GROUND
- (C) 12-#6 AWG AND 1-GROUND
- (D) 3-#10 AWG AND 1-GROUND

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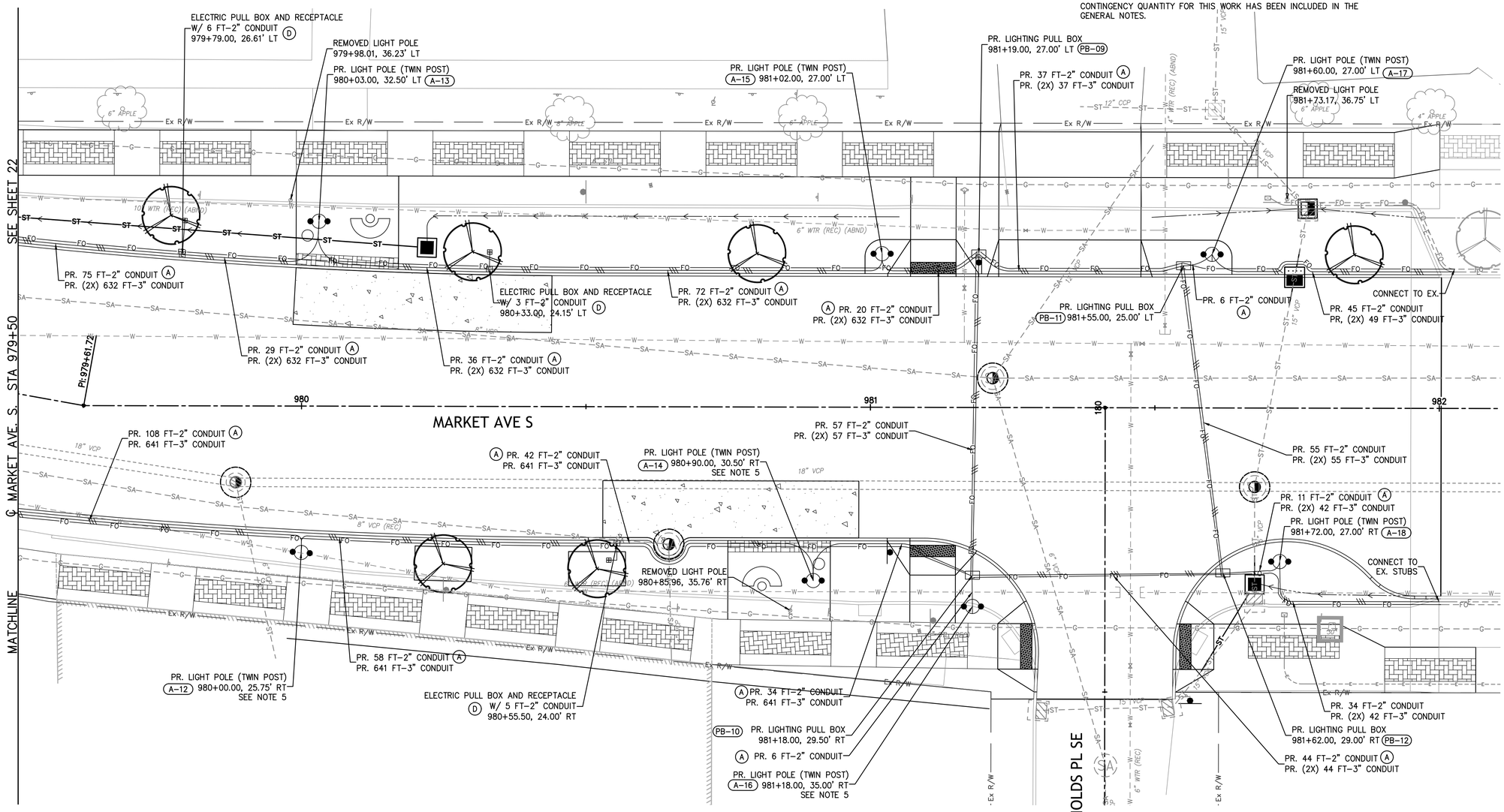

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LIGHTING PLAN

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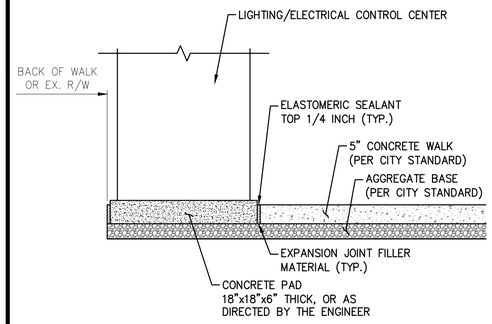
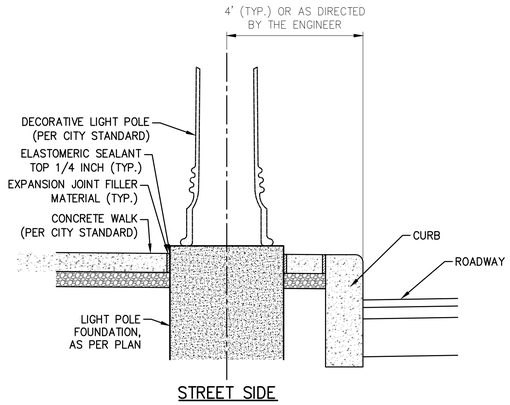
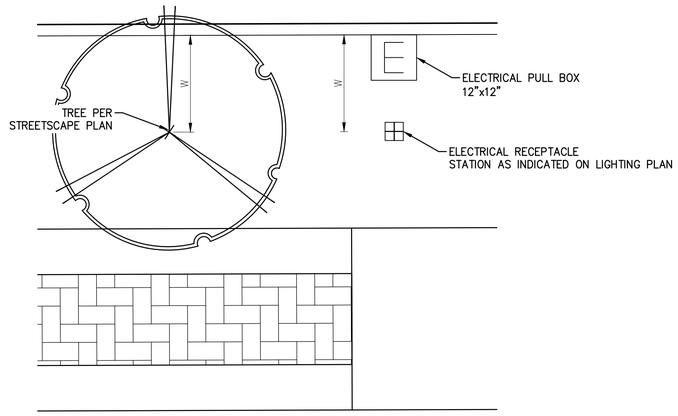


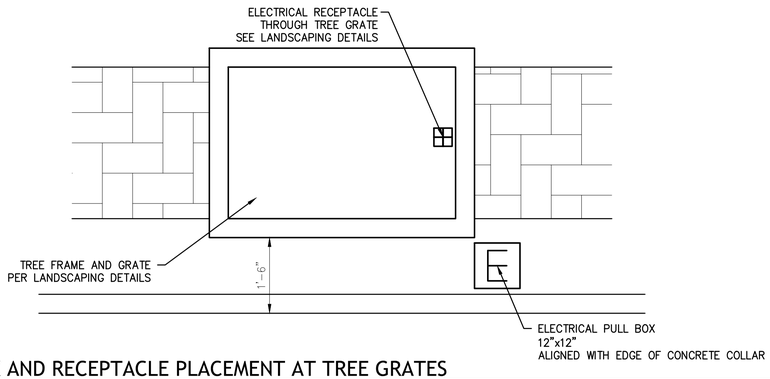
1/24 LIGHTING CONTROLLER CABINET PLACEMENT
NOT TO SCALE



2/24 DECORATIVE STREET LIGHT POLE PLACEMENT
NOT TO SCALE



3/24 ELECTRIC PULL BOX AND RECEPTACLE PLACEMENT IN LAWN
NOT TO SCALE



4/24 ELECTRIC PULL BOX AND RECEPTACLE PLACEMENT AT TREE GRATES
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MARKET AVENUE SOUTH
STREETSCAPE PH 3
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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

LIGHTING PLAN
DETAILS

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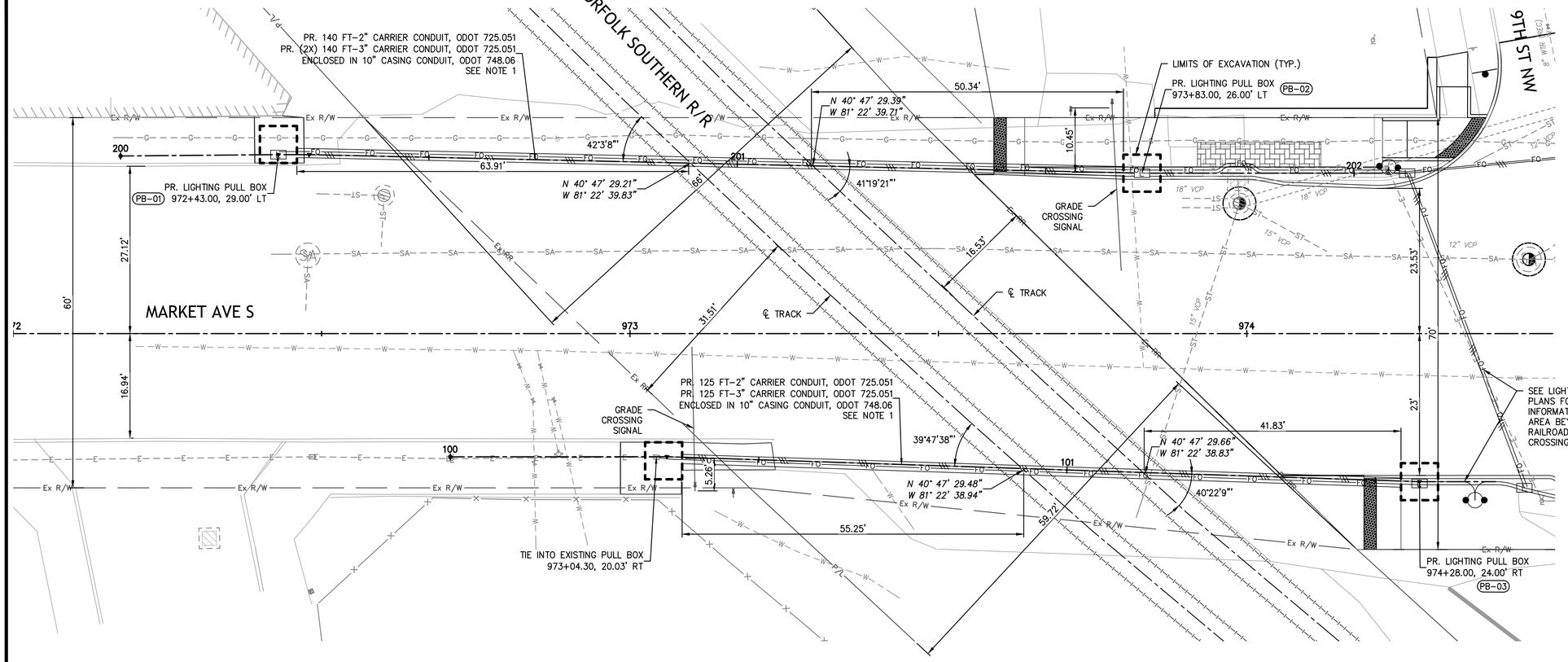
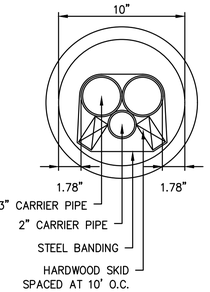
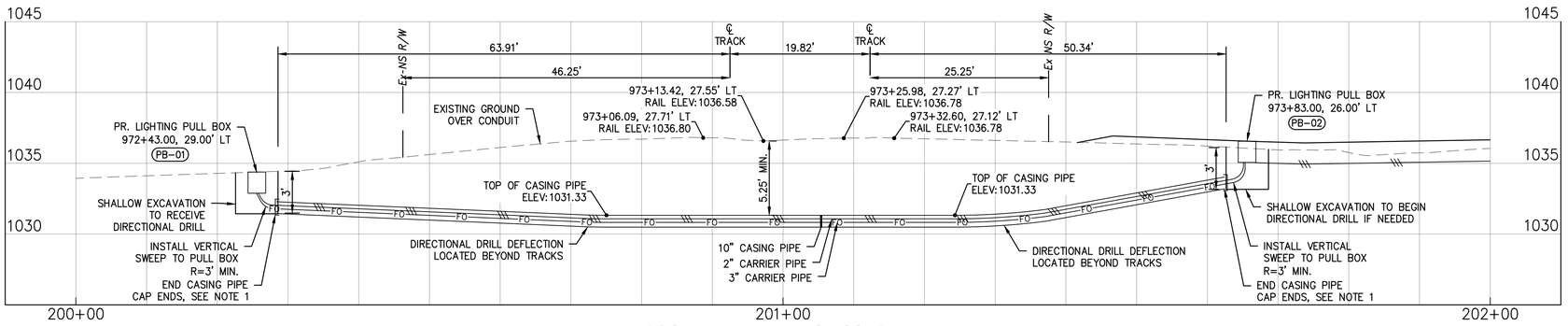
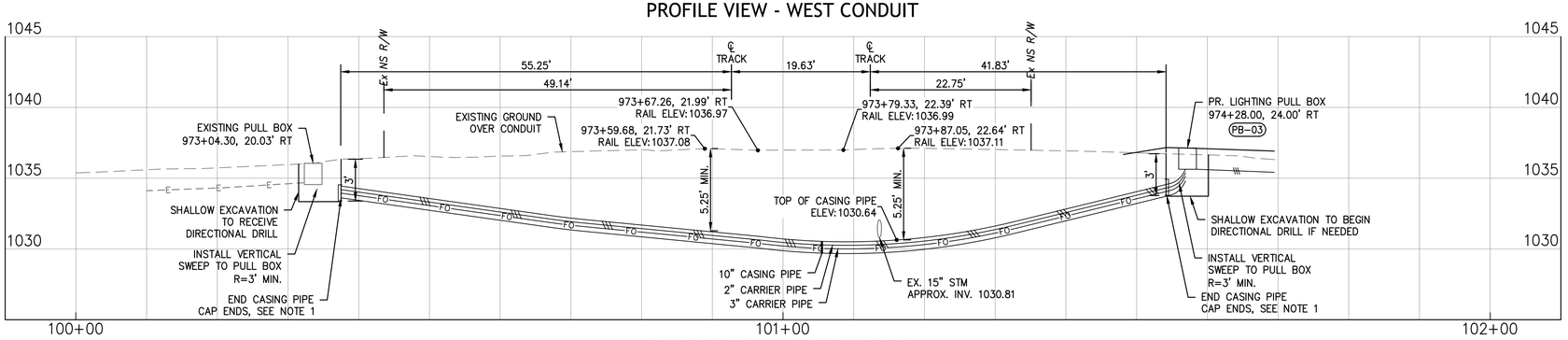




CASING PIPE DIAGRAM



PROFILE VIEW - WEST CONDUIT



PROFILE VIEW - EAST CONDUIT

NOTES:

1. SEAL ENDS OF 8" CASING CONDUIT WITH BRICK AND MORTAR AFTER INSTALLATION OF 2" AND 3" CONDUITS IS COMPLETE. ALL LABOR, MATERIALS, AND INCIDENTALS FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE INSTALLATION OF THE 8" CONDUIT. 8" CONDUIT SHALL HAVE A MINIMUM WALL THICKNESS OF 0.188 INCHES.
2. ALL WORK ASSOCIATED WITH THE RAILROAD CROSSING MUST FOLLOW NORFOLK SOUTHERN REQUIREMENTS. SEE GENERAL NOTES AND CONTRACT BOOK FOR MORE INFORMATION.
3. CONTRACTOR TO FIELD SURVEY EACH RAIL ELEVATION PRIOR TO BEGINNING WORK. DOCUMENT SURVEYED ELEVATIONS AND SUBMIT TO RESIDENT PROJECT REPRESENTATIVES. FOLLOW NORFOLK SOUTHERN REQUIREMENTS TO CONFIRM RAIL ELEVATIONS DURING AND AT END OF CONSTRUCTION PER NORFOLK SOUTHERN DOCUMENTS IN THE CONTRACT BOOK.
4. INSTALL ROT RESISTANT PULL STRING IN ALL CONDUITS UNDER THE RAILWAY. NO WIRE IS TO BE INSTALLED IN CONDUITS.

LEGEND

- PROPOSED LIGHTING/ELECTRICAL PULL BOX
- PROPOSED LIGHTING/ELECTRICAL CONTROL CENTER
- PROPOSED LIGHT POLE, TWIN POST TOP
- PROPOSED 2" CONDUIT, 725.051, FOR LIGHTING
- FO — PROPOSED (2x) 3" CONDUIT, 725.051 WITH PULL STRING (FOR FUTURE FIBER OPTIC BY OTHERS)

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CITY OF CANTON

EST. 1805 CANTON, OHIO

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CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

RAILROAD CROSSING DETAILS

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LEGEND

(SL)	STOP LINE, WHITE (24" WIDE)	(LA)	LANE ARROW
(CL)	CENTER LINE, PASSING PROHIBITED LEFT	(BL)	BIKE LANE MARKING
(CR)	CENTER LINE, PASSING PROHIBITED RIGHT	(IM)	ISLAND MARKING
(CS)	CENTER LINE, DOUBLE SOLID	(TD)	TRANSVERSE/DIAGONAL LINE, 24"
(EL)	EDGE LINE, 6" (WHITE)		EXISTING SIGN TO REMAIN
(CW)	CROSSWALK LINE, 12"		EXISTING SIGN AND SIGN SUPPORT TO BE REMOVED
(RR)	RAILROAD MARKING		EXISTING SIGN TO BE RE-ERECTED ON NEW SUPPORT
			PROPOSED SIGN

NOTE: ALL PAVEMENT MARKINGS SHALL BE PER ODOT C&MS ITEM 644 – THERMOPLASTIC PAVEMENT MARKINGS.

* PER SCD TC-71.10 STOP LINE IS INCLUDED IN COST OF RAILROAD MARKING

0 20 40
GRAPHIC SCALE IN FEET

R1-1-30
D3-1-24 (9th)(9"x24")
D3-1-36 (Market)(9"x36")
STA. 189+53 RT.

STOP
MARKET Ave South
9th St SW

R1-1
STA 189+49 RT.
STOP

RAIL ROAD CROSSING [RC]
3 TRACKS
REPORT EMERGENCY OR PROBLEM 1-800-366-4744 X-ING 502 72M
R15-1
R15-2P
I-13
STA 973+78 LT.

R3-17
M6-3
(POLE MOUNTED)
STA 974+23 LT.

R3-17-24
(POLE MOUNTED)
STA 974+23 LT.

9TH STREET SW

ENTERPRISE
COMMERCIAL SIGN
STA. 975+01 LT.

W10-1-36
STA 975+43 LT.

RIGHT LANE MUST TURN RIGHT
R3-7R
(POLE MOUNTED)
STA 975+45 LT.

NO PARKING ANY TIME
R7-1-12
(POLE MOUNTED)
STA 975+96 LT.

W10-1
STA 977+07 LT.

SEE SHEET 27

MARKET AVE S

PROJECTED PAVEMENT MARKINGS TO SHOW LANE ALIGNMENT DO NOT PAINT (TYP.)

SARTA CUSTOM SIGN
(POLE MOUNTED)
STA 975+42 RT
SEE DETAIL SHEET 28

SARTA BUS STOP SIGN

SARTA CUSTOM SIGN
STA. 975+43 RT.

R3-17-24
M4-1-24
M6-3-24
(POLE MOUNTED)
STA 974+37 RT.

R3-17
M6-1L
(POLE MOUNTED)
STA 974+48 RT.

R7-1-12
(POLE MOUNTED)

CUSTOM SIGN (2)
(POLE MOUNTED)
STA. 976+77 RT.
RELOCATED TO
STA 976+77 RT.
(POLE MOUNTED)

KEEP CANTON CLEAN

FEDERATED CAR CARE GENERAL AUTO REPAIR
COMMERCIAL SIGN
STA. 978+48 RT.

MATCHLINE
℄ MARKET AVE. S. STA 978+50

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PAVEMENT MARKING & SIGNAGE PLAN

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LEGEND

(SL)	STOP LINE, WHITE (24" WIDE)	(LA)	LANE ARROW
(CL)	CENTER LINE, PASSING PROHIBITED LEFT	(BL)	BIKE LANE MARKING
(CR)	CENTER LINE, PASSING PROHIBITED RIGHT	(IM)	ISLAND MARKING
(CS)	CENTER LINE, DOUBLE SOLID	(TD)	TRANSVERSE/DIAGONAL LINE, 24"
(EL)	EDGE LINE, 6" (WHITE)		EXISTING SIGN TO REMAIN
(CW)	CROSSWALK LINE, 12"		EXISTING SIGN AND SIGN SUPPORT TO BE REMOVED
(RR)	RAILROAD MARKING		EXISTING SIGN TO BE RE-ERECTED ON NEW SUPPORT
			PROPOSED SIGN

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* PER SCD TC-71.10 STOP LINE IS INCLUDED IN COST OF RAILROAD MARKING

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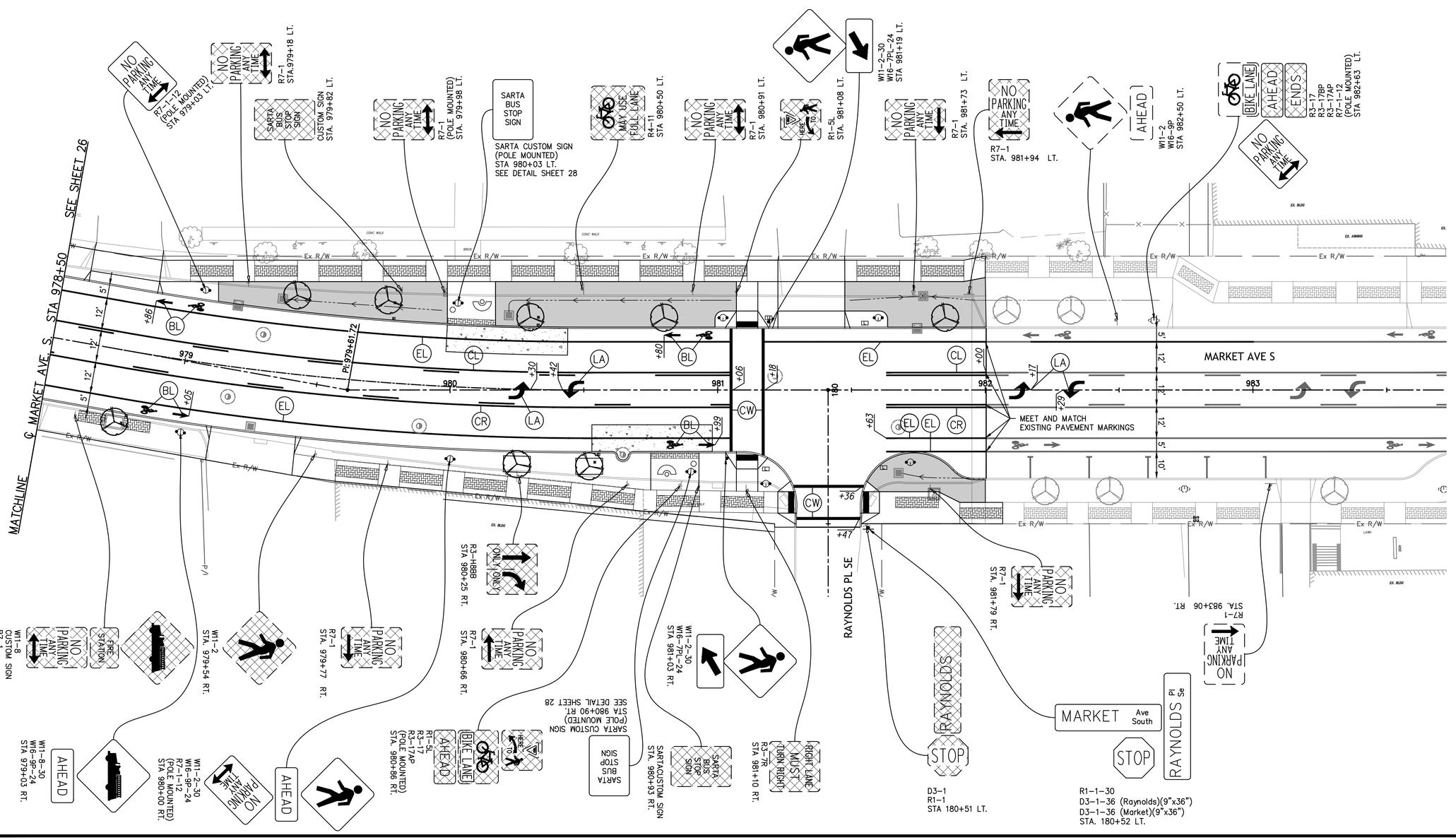

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PAVEMENT MARKING & SIGNAGE PLAN

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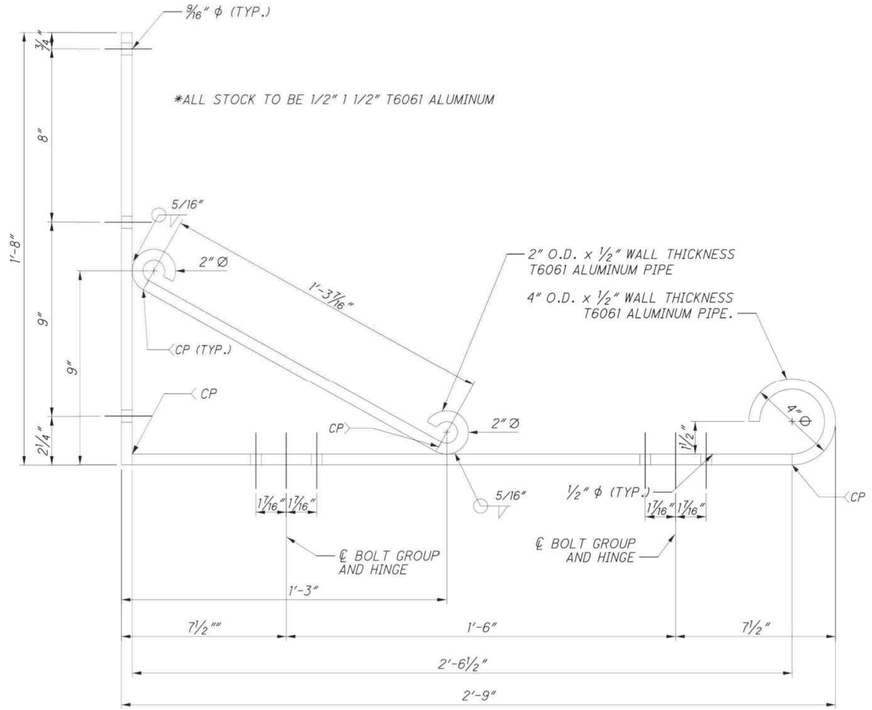

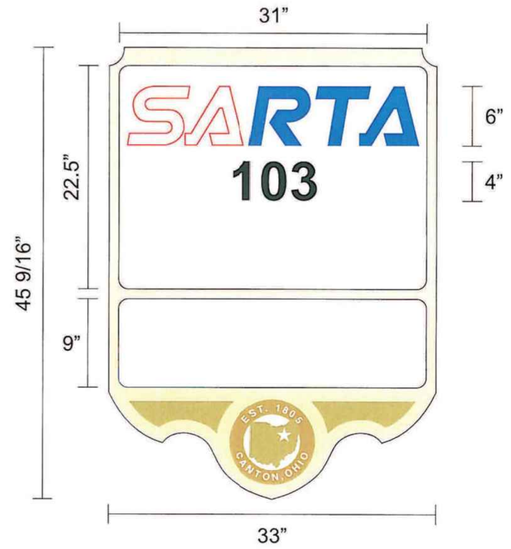

BRT STOP STATION ID SIGN SUPPORT BRACKET

SUPPORT BRACKET NOTES:

1) HOLES SHALL BE DRILLED IN MEMBERS PRIOR TO WELDING.

2) ALL WELDS SHALL BE GROUND SMOOTH BEFORE POWDER COATING.

3) BRACKET ASSEMBLIES SHALL BE POWDER COATED AFTER FABRICATION. THE COLOR SHALL BE GREEN TO MATCH THE CITY STANDARD FOR LIGHT POLES.

4) EACH BRACKET SHALL BE SUPPLIED WITH 2 STAINLESS STEEL FULL MORTISE DOOR HINGES. HINGES SHALL BE 3.5"x3.5"x0.123" THICK.

5) BRACKETS SHALL INCLUDE 8 - 1/2" DIAMETER x 1½" LONG STAINLESS STEEL BOLTS WITH 2 STAINLESS STEEL WASHERS AND 2 STAINLESS STEEL NUTS PER BOLT.

6) EACH BOLT SHALL BE DOUBLE NUTTED.

7) THE HOLE SPACING OF THE HINGES SHALL BE VERIFIED PRIOR TO FABRICATING THE BRACKETS.

8) THE HOLES IN THE BAR STOCK SHALL BE CENTERED IN THE MEMBERS.

9) BRACKETS SHALL BE POWDER COATED CBD GREEN (COLOR AND FORMULA IS ON FILE AT THE MIDWEST TANK SERVICES CO., INC., CANTON, OH).

BRT STOP STATION ID SIGN

SIGN NOTES:

1) SIGN SHALL BE MADE FROM 6mm WHITE/WHITE DIBOND WITH 16 PASS DIGITAL PRINTED GRAPHICS ON 3M 180-C VINYL WITH 3M MATTE LAMINATE APPLIED OVER ALL GRAPHICS.

2) ONE SIGN SHALL BE PROVIDED AT EACH BUS STOP ON WALNUT AND CHERRY WITHIN THE PROJECT LIMITS (10 TOTAL).

3) CONTRACTOR SHALL PROVIDE A SAMPLE SIGN TO THE CITY FOR APPROVAL PRIOR TO ORDERING ALL OTHER SIGNS.

4) SIGN SHALL BE DOUBLE SIDED.

5) BUS STOP ROUTE NUMBERS TO BE PROVIDED BY SARTA AT THE PRECONSTRUCTION MEETING.

6) GRAPHICS WILL BE PROVIDED BY THE CITY OF CANTON AT THE PRECONSTRUCTION MEETING AND WILL INCLUDE REQUIRED FEDERAL COLOR NUMBERS.

7) 5/16" DIAMETER HOLES WILL BE FIELD DRILLED FOR ATTACHMENT TO BRACKET HINGES.

8) 1/4" DIAMETER SS BOLTS WITH LOCK NUTS SHALL BE PROVIDED (4 PER SIGN).

1/28 SARTA STOP SIGN DETAIL
NOT TO SCALE

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SIGNAGE DETAILS

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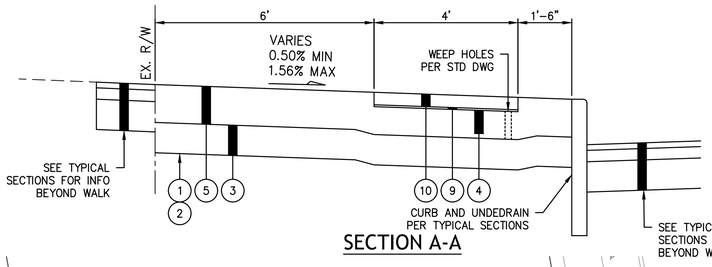
NOTES:
1. SEE CITY OF CANTON STANDARD DRAWINGS 40-43 FOR WALKWAY PAVER, CONCRETE WALKWAY, AND STREETSCAPE DETAILS.
2. CROSS SLOPES VARY. SEE GRADING AND LAYOUT PLAN.
3. CONCRETE WALK AT DRIVEWAYS SHALL BE 7" THICK PER CITY OF CANTON STANDARD DRAWINGS 27-28.

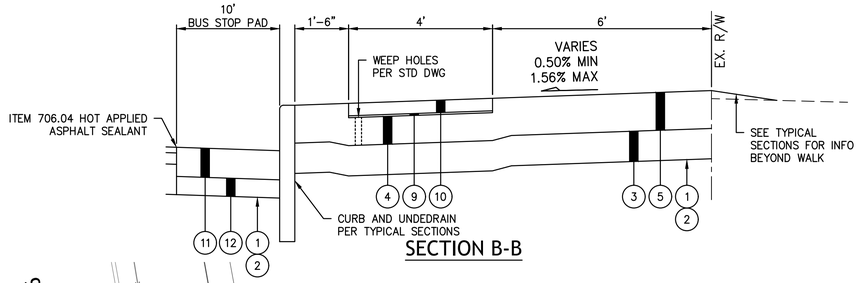
ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONDITION	QUANTITY	REMARKS
AC CA	ACER CAMPESTRE	HEDGE MAPLE	2.5"	AS SHOWN	B&B	3	SPECIMEN

TYPICAL SECTION LEGEND

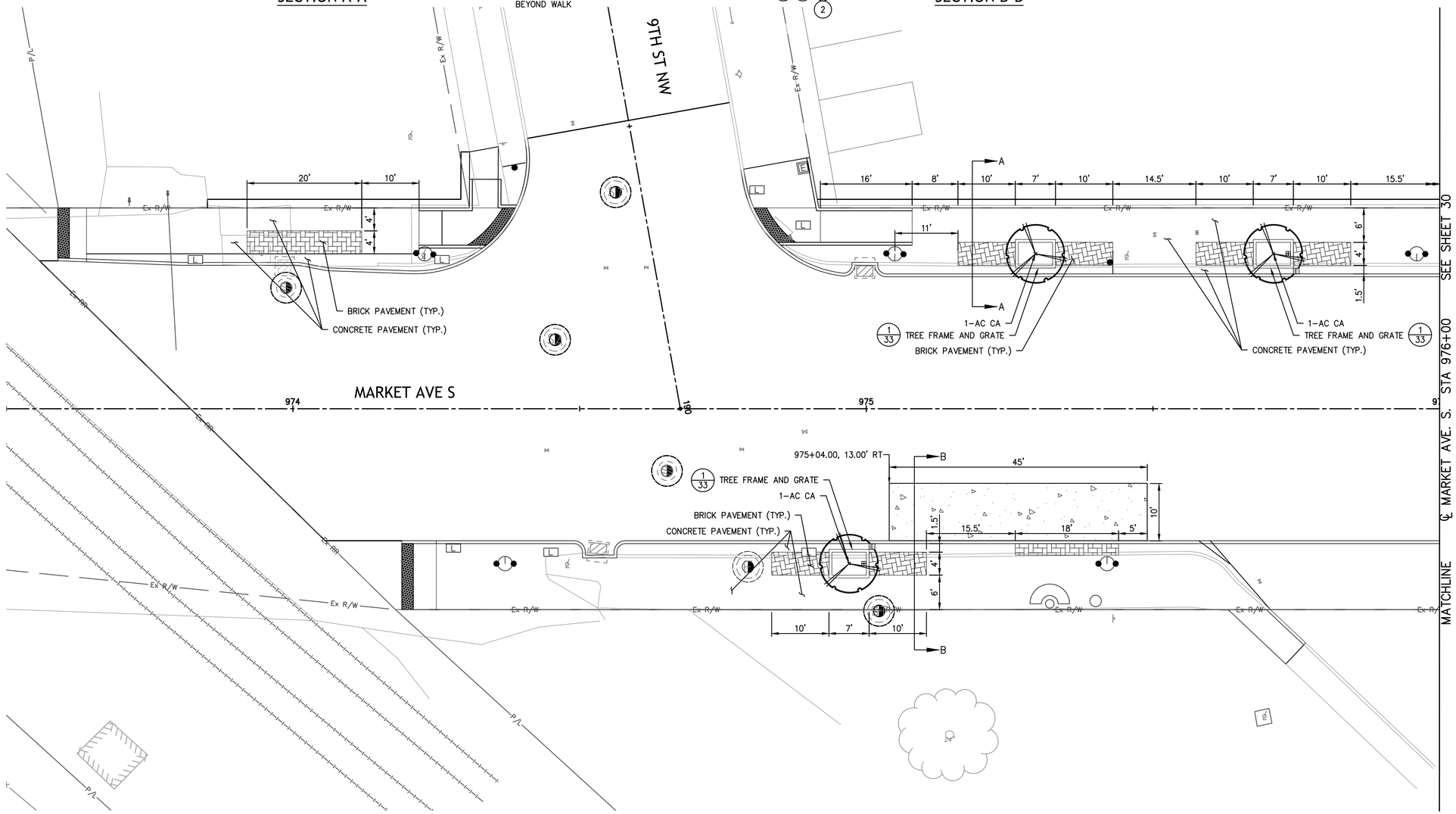
1. ITEM 203 – EXCAVATION AND EMBANKMENT
2. ITEM 204 – SUBGRADE COMPACTION
3. ITEM 304 – 4" AGGREGATE BASE
4. ITEM 608 – 3" CONCRETE WALK (UNDER BRICK STREETSCAPE) SEE NOTE 1
5. ITEM 608 – 5" CONCRETE WALK (SEE STD. DWG. #29) SEE NOTES 1,3
6. ITEM 652 – 4" SCREENED TOPSOIL
7. ITEM 659 – SEEDING AND MULCHING, AS PER PLAN
8. ITEM 671 – EROSION CONTROL MAT, TYPE A
9. ITEM SPEC – 1" LEVELING SAND (703.02)
10. ITEM SPEC – 2.25" LANDSCAPING BRICK
11. ITEM 452 – 10" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P
12. ITEM 304 – 6" AGGREGATE BASE



SECTION A-A



SECTION B-B



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STREETSCAPE PLAN

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TYPICAL SECTION LEGEND

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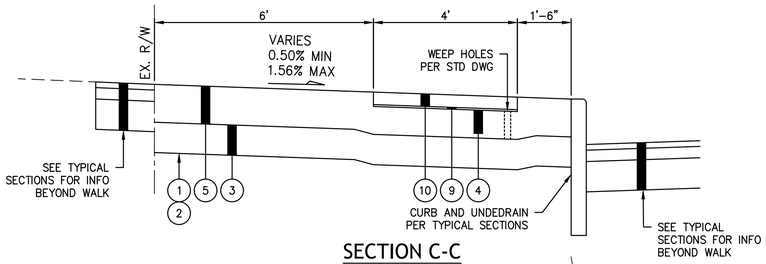
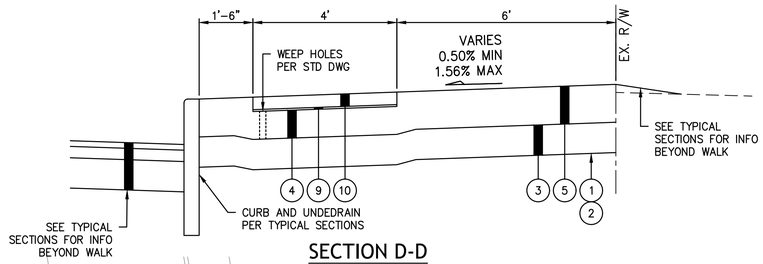
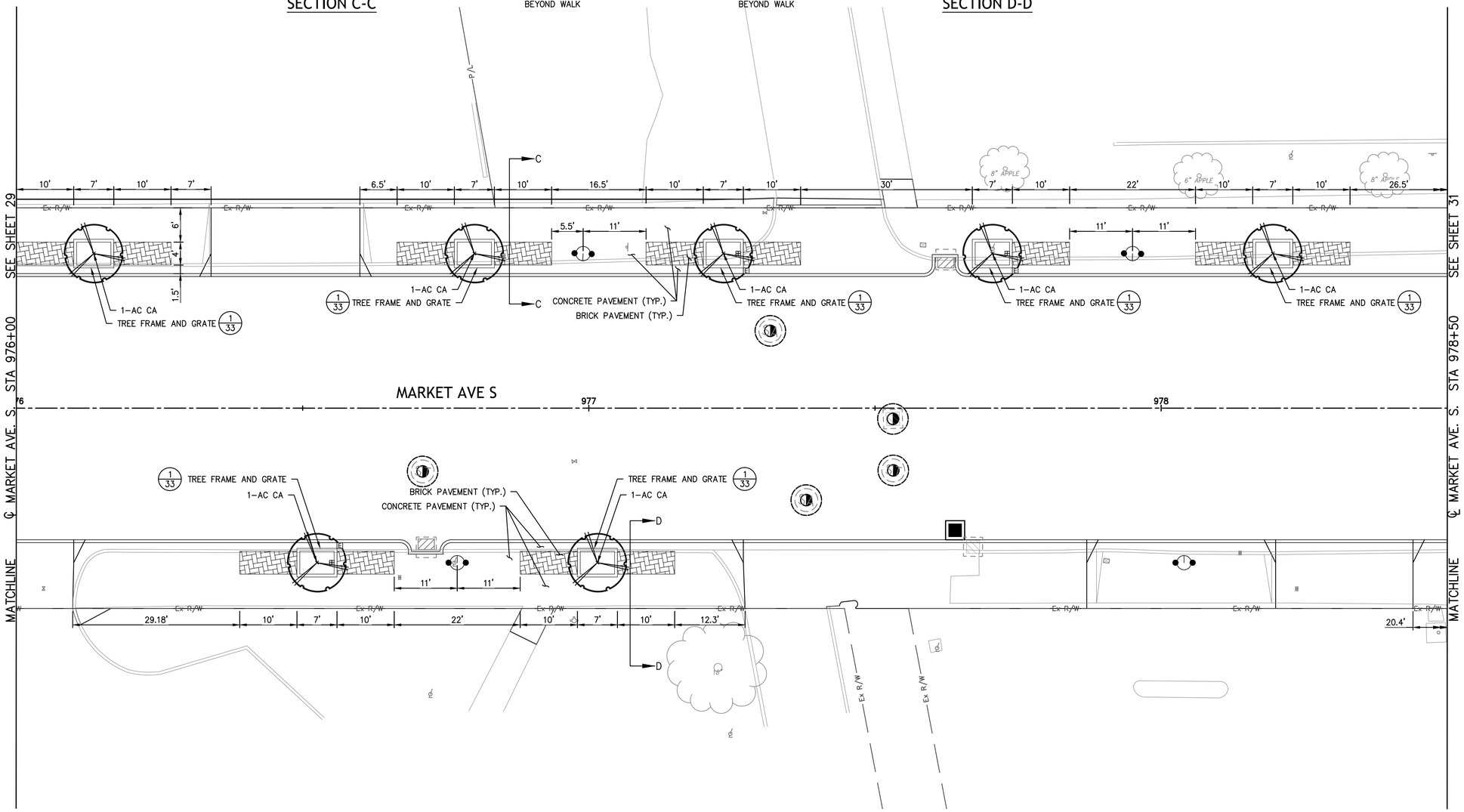


SECTION C-C



SECTION D-D



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STREETSCAPE PLAN

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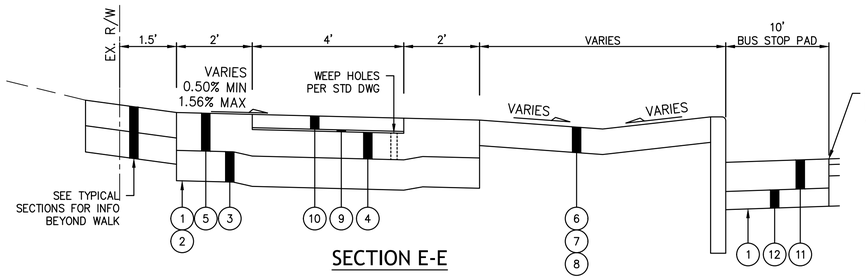
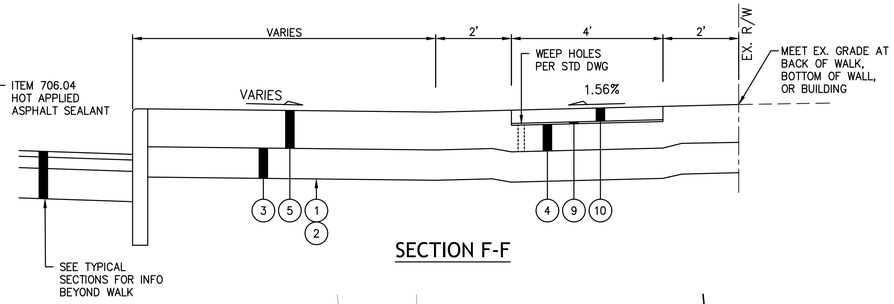


SECTION E-E



SECTION F-F

TYPICAL SECTION LEGEND

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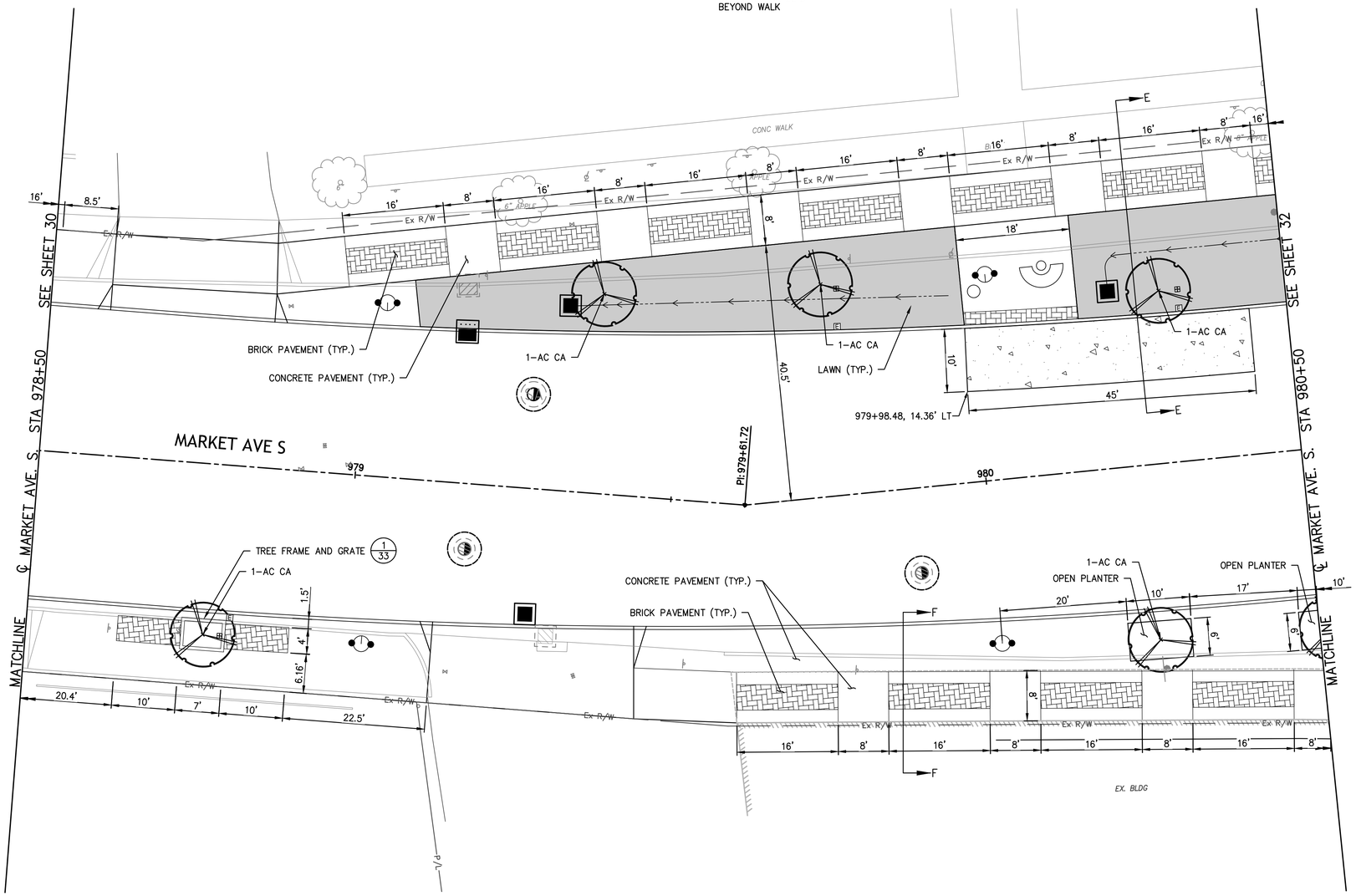

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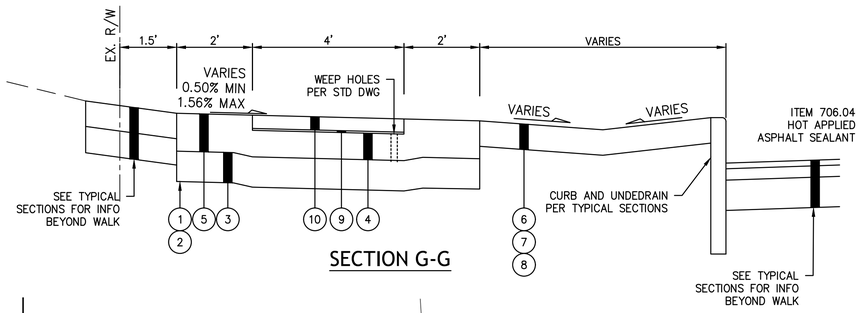
PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

STREETSCAPE PLAN

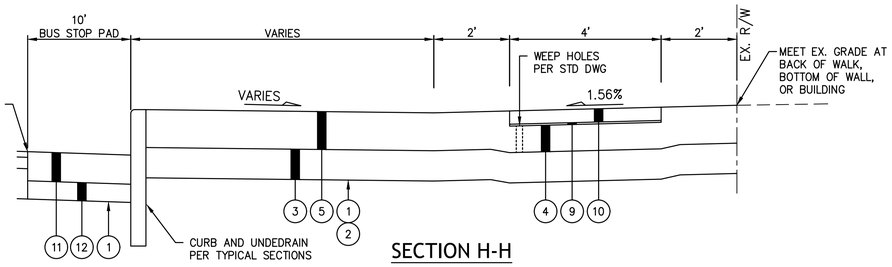
E:\CANTON\21-00154-010 MARKET AVE. S. STREETSCAPE PHASE 3\CAD\DELIVERABLES\SCP 21-00154-010 - 3/15/2021 11:55:16 AM

NOTES:
1. SEE CITY OF CANTON STANDARD DRAWINGS 40-43 FOR WALKWAY PAVER, CONCRETE WALKWAY, AND STREETSCAPE DETAILS.
2. CROSS SLOPES VARY. SEE GRADING AND LAYOUT PLAN.
3. CONCRETE WALK AT DRIVEWAYS SHALL BE 7" THICK PER CITY OF CANTON STANDARD DRAWINGS 27-28.

ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CONDITION	QUANTITY	REMARKS
AC CA	ACER CAMPESTRE	HEDGE MAPLE	2.5"	AS SHOWN	B&B	3	SPECIMEN



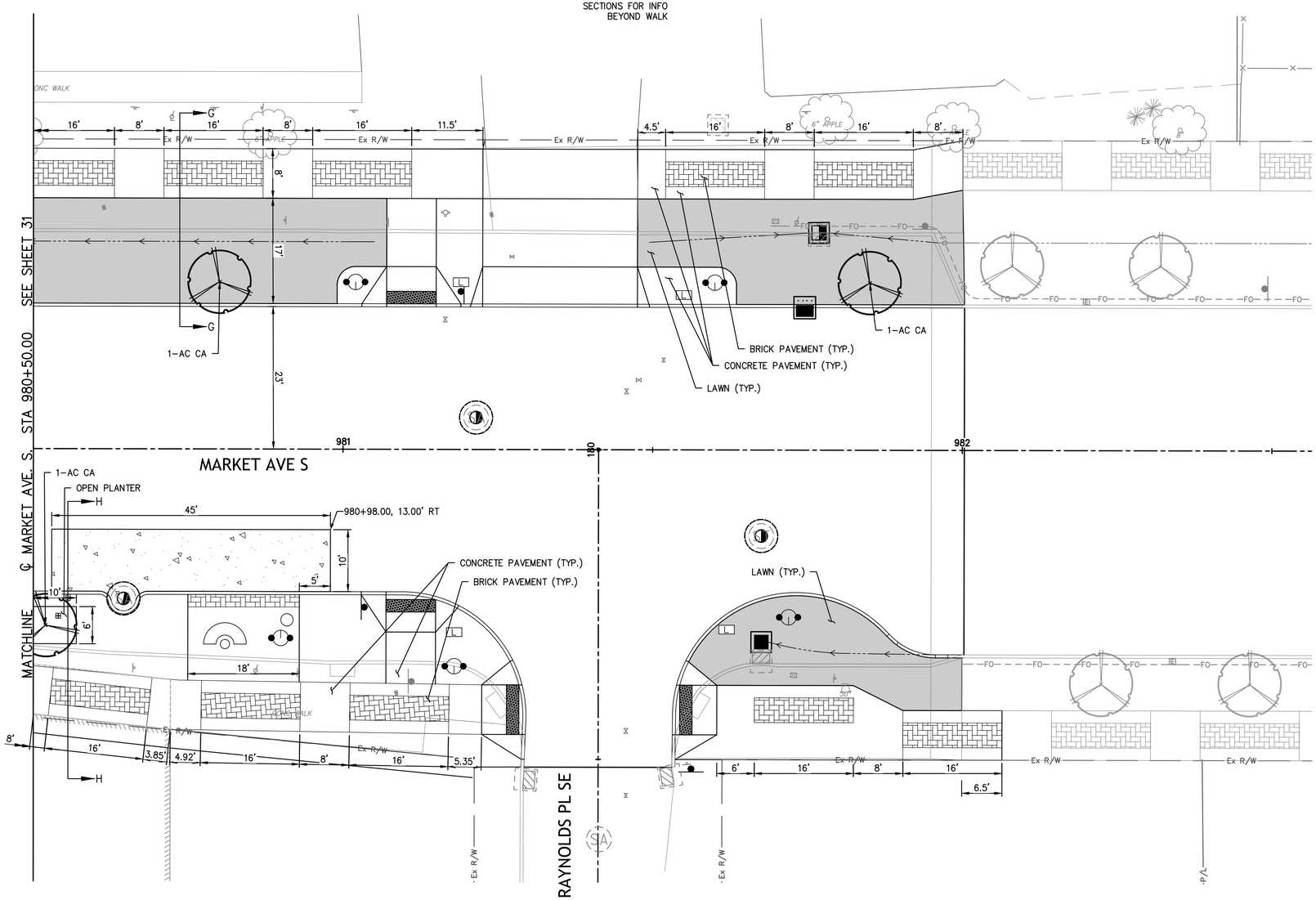
SECTION G-G



SECTION H-H

TYPICAL SECTION LEGEND

1. ITEM 203 – EXCAVATION AND EMBANKMENT
2. ITEM 204 – SUBGRADE COMPACTION
3. ITEM 304 – 4" AGGREGATE BASE
4. ITEM 608 – 3" CONCRETE WALK (UNDER BRICK STREETSCAPE) SEE NOTE 1
5. ITEM 608 – 5" CONCRETE WALK (SEE STD. DWG. #29) SEE NOTES 1,3
6. ITEM 652 – 4" SCREENED TOPSOIL
7. ITEM 659 – SEEDING AND MULCHING, AS PER PLAN
8. ITEM 671 – EROSION CONTROL MAT, TYPE A
9. ITEM SPEC – 1" LEVELING SAND (703.02)
10. ITEM SPEC – 2.25" LANDSCAPING BRICK
11. ITEM 452 – 10" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P
12. ITEM 304 – 6" AGGREGATE BASE



Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
NB 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
W ENVDESIGNGROUP.COM

811 Know what's below. Call before you dig.

MARKET AVENUE SOUTH STREETSCAPE PH 3

CITY OF CANTON

EST. 1805 CANTON, OHIO

100% SUBMITTAL

DATE: _____

REVISIONS

△	DATE	DESCRIPTION
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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

STREETSCAPE PLAN

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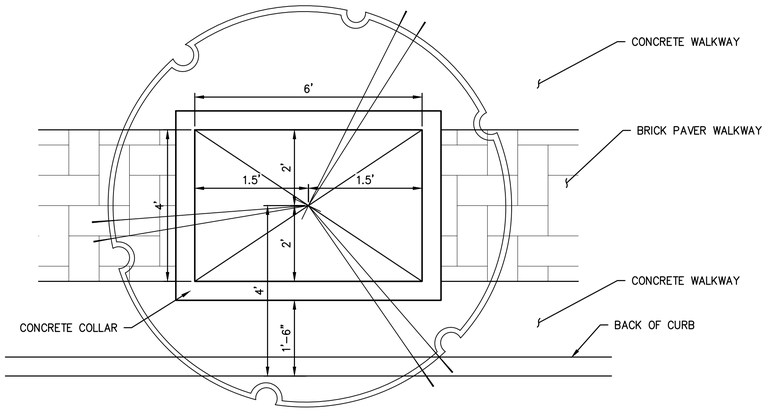
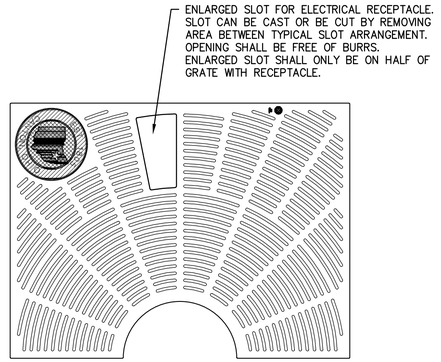
NOTES:
1. SEE CITY OF CANTON STANDARD DRAWING #43 FOR CONCRETE COLLAR DETAILS, TREE GRATE DETAILS, AND ADDITIONAL INFORMATION. TREE GRATE SHALL BE MODIFIED AS SHOWN IN THIS DETAIL TO ACCOMMODATE ELECTRICAL RECEPTACLE.





MODIFIED TREE GRATE
TOP VIEW

1/33 TREE FRAME AND GRATE (CITY OF CANTON STD. DWG. #43)
NOT TO SCALE

Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
115 450 GRANT ST., AKRON, OH 44311
P 330.375.1390 / TF 800.835.1390
W ENVDESIGNGROUP.COM

811 Know what's below. Call before you dig.

MARKET AVENUE SOUTH STREETSCAPE PH 3
CITY OF CANTON

100% SUBMITTAL

DATE: _____

REVISIONS

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PROJECT NO.:	21-00154-010
DRAWN BY:	RMS/JAN
CHECKED BY:	BJB/JES
DATE ISSUED:	MARCH 2021

STREETSCAPE DETAILS

33 OF 33

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Appendix D

Title VI Requirements

The City of Canton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the City of Canton.

Please also review Appendix A, Appendix C, Appendix D and Appendix E of the Standard Assurances which are included in the following pages.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***The City of Canton,*** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part21. ***{Include City of Canton specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a 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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***{Include City of Canton specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and 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 Recipient or ***The City of Canton)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or ***The City of Canton),*** as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non• discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or ***The City of Canton*** may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or ***The City of Canton*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***(Title of Recipient)*** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives , successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, *(Title of Recipient)* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the ***(Title of Recipient)*** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *(Title of Recipient)* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by ***(Title of Recipient)*** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, ***(Title of Recipient)*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, ***(Title of Recipient)*** will there upon revert to and vest in and become the absolute property of ***(Title of Recipient)*** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 etseq).

CANTON TITLE VI COMPLAINT PROCEDURE

I. FILING A COMPLAINT

Complaint Procedure - Any person who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, gender, age, disability, religion, low income status, or Limited English Proficiency (LEP) in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person.

It is the policy of the City to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Any individual who feels that he or she has been discriminated against may submit a written or verbal complaint to the designated Title VI Coordinator. A complaint must include the name, address and telephone number of the individual making the complaint (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Complaints should be directed to the Title VI Coordinator:

_____

Fonda Williams
Deputy Mayor
218 Cleveland Ave S.W., 8th floor
Canton, Ohio 44702
Phone - 330-438-4302
Email – fonda.williams@cantonohio.gov

Within 60 days of the receipt of the complaint the City will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The City will try to obtain an informal voluntary resolution to all complaints at the lowest level possible.

A complainant's identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential.

These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual's right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Ohio Department of Transportation
Office of Equal Opportunity
1980 West Broad Street
MS: 3270
Columbus, OH 43223

The U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Ohio Civil Rights Commission
Central Office
Rhodes State Office Tower
30 East Broad Street, 5th floor
Columbus, OH 43215
614-466-2785

Ohio Civil Rights Commission
Akron Regional Office
Bradley S. S. Dunn, Regional Director
Akron Government Bldg.
161 S. High Street, Suite 205
Akron, OH 44308
(330) 643-3100

Link to filing a complaint online with the Ohio Civil Rights Commission:

https://crc.ohio.gov/FilingaCharge/ChargeFilingProcedure.aspx

Ⅱ. COMPLAINT PROCESSING

The Title VI Coordinator will review the complaint upon receipt to ensure that all required information is provided, the complaint meets the filing deadline date which is 180 days from the date the alleged discriminatory act occurred, and falls within the jurisdiction of the City.

The Title VI Coordinator will then investigate the complaint. If the complaint is against the City then the Mayor's office or their designee will investigate the complaint. Additionally, a copy of the complaint will be forwarded to the City Law Director.

If the complaint warrants a full investigation, the Complainant will be notified in writing by certified mail. This notice will name the investigator and/or investigating agency.

The party alleged to have acted in a discriminatory manner will also be notified by certified mail as of the complaint. This letter will also include the investigator's name and will request that this party be available for an interview.

Any comments or recommendations from legal counsel will be reviewed by the Title VI Coordinator, Director of Public Service and Mayor's office.

Once the City has investigated the report findings, the City will adopt a final resolution. All parties associated with the complaint will be properly notified of the outcome of the City's investigative report.

If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), she/he shall be advised of their right to appeal the City's decision.

Appeals must be filed within 180 days after the City's final resolution. Unless new facts not previously considered come to light, reconsideration of the City's determination will not be available.

The foregoing complaint resolution procedure will be implemented in accordance with the Department of Justice guidance manual entitled "Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statues," available online at:

http://www.justice.gov/crt/about/cor/Pubs/manuals/complain.pdf

Title VI Complaint Filing

Complaints filed with the City of Canton, Ohio based on violations of Title VI of the Civil Rights Act of 1964, must include the following information:

· Name of Complainant
· Date of Complaint
· Address of Complainant
· Telephone Number of Complainant
· Name of Agency / Department Accused of Discriminatory Practices
· Name of Individual Accused of Discriminatory Practices
· Address of Agency
· Date of Alleged Discrimination
· Description of Alleged Discrimination (see below)

11. Alleged Discrimination - If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.
· Race / Color / Religion
· National Origin
· Age · Sex, Gender
· Disability · Income Status
· Explanation of Alleged Discrimination - Please explain as clearly aspossible what happened.
Provide the name(s) of witness(s) and others involved in the alleged discrimination. (Attach additional sheets if necessary and provide a copy of written material pertaining to your case.)
· Signature of Complainant · Date of Complaint

Ⅲ. ENVIRONMENTAL JUSTICE

In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin. Part of Title VI reads, "No person in the United States shall, on the ground of race, color, or national origin beexcluded

from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

The three fundamental environmental justice (EJ) principles are:
· To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations andlow-income populations;

· To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and

· To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

The City of Canton is committed to these three environmental justice principles in all work that the City performs.

IV. ADMINISTRATION – WORK PLAN

Pursuant to 23 CFR 200, the City of Canton has designated a Title VI Coordinator who is responsible for initiating, monitoring, and ensuring the City's compliance with Title VI requirements for the following work plan:

· Administer, coordinate and Implement the Title VI Program plan and distribute internally and externally via website and update annually as required.
· Ensure that Assurances are being used in contracts for federal projects.
· Attend Title VI training.
· Collect public involvement data.
· Review written Title VI complaints and ensure every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.
· Implement a plan that provides training to City Staff on the basic requirements of the Title VI implementation plan.

Title VI Coordinator:

_____

Fonda Williams
Deputy Mayor
218 Cleveland Avenue, S.W., 8th floor
Canton, Ohio 44702
Phone – 330-438-4302
Email - fonda.williams@cantonohio.gov

V. LIMITED ENGLISH PROFICIENCY (LEP) POLICY

On August 11, 2000, the President signed an executive order, *Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency (LEP)*, to clarify Title VI of the Civil Rights Act of 1964. It has as its purpose, to ensure meaningful access to programs and services to otherwise eligible persons who are not proficient in the English language. In addition, The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14, 2005 Federal Register.

This guidance outlines the following four factors that the City uses to access the LEP populations in Canton.

1. The number and proportion of LEP persons eligible to be served or likely to be encountered by the City.
2. The frequency with which LEP individuals come into contact with the program, activity or service.
3. The nature and importance of the program, activity, or service provided by the program.
4. The resources available to the City and costs.

Summary of the four factor analysis

Factor 1- The number and proportion of LEP persons eligible to be served or likely to be encountered by the City can only be estimated until the actual number of persons who can speak English less than "very well" are documented as needing assistance by City Staff . With this Title VI Plan being in early development stages and considered a document that may need regular updates, US Census Bureau information is being used at this time. The total population is provided below to shown general distribution of race and ethnicity in the community. The estimated number of persons that may not speak English "very well" is following in the US Census Bureau 2006-2010 American Community Survey.

The U.S. Census Bureau provides statistics from 2010 for the City of Canton as follows:
Total population = 74,451
Population by Ethnicity:
Hispanic or Latino = 1,805 Non Hispanic or Latino = 72,646
Population by Race:
White = 53,150 African American = 16,854, Asian = 193, American Indiana or Alaska Native = 372,
Native Hawaiian and Pacific Islander = 0, Other = 431, Identified by two or more = 3,451.

The US Census Bureau 2006-2010 American Community Survey 5-Year Estimates under SELECTED SOCIAL CHARACTERISTICS estimates the number of people in Canton who speak a language other than English to be 2,945 with those speaking English less than "very well" estimated at 1.0% or approximately 983 individuals who may be considered limited in English proficiency.

Factor 1(continued)-
According to the census numbers above there may be up to 983 individuals who live in the City of Canton that *may* be considered as LEP. Based on actual contact between City Staff and the community there have been very few requests from anyone in the service area asking the City to provide language translation services. Therefore, the LEP population is probably even less than the estimate shown above.

Factor 2- The frequency with which LEP individuals come into contact with the program, activity or service:
Due to the infrequent requests for translation services, there appears to be a minimal need for translation services from the City. This may be attributed to the high percentage of younger people (87.6% for ages up to 17) who are available as family members for translation services.

Factor 3. The nature and importance of the program, activity, or service provided by the program:
If at any time a LEP individual requests translation services that are considered important such that denial or delay of access or services or information could have serious or even life-threatening implications, the City will provide, upon request, services to assist the LEP population including translation of vital City documents and interpretation services.

Factor 4. The resources available to the City and costs:
The City of Canton currently has several staff members who are bilingual in English and Spanish and are available to translate requests from the Hispanic population on a day to day basis. The City also provides many of their outreach services in the predominate languages of the community, English and Spanish. In addition, certified translation services are available through LanguageLine Solutions, a telephone translation service that is accessible for phone line translations services 24 hours a day. These are services the City provides upon request as discussed in factor 3 above. Page | 12

Summary of LEP Accommodation Plan

· The City of Canton strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to City services.
· A U.S. Census Bureau ISpeak card is available as part of this document and on the City's webpage and is also available at City Hall located at 414 Main Street. This card allows LEP individuals to communicate their preferred language to City Staff whereas City Staff may then access a translation service called LanguageLine, phone number 1-800-752-6096 is available to City Staff or other translation services may be used as determined by the City.
· For language translation requests from the Hispanic or Latino community the City has several staff member who are bilingual and are available to provide translation services on a day to day basis.
· The City of Canton utilizes a voluntary public involvement survey to collect information regarding persons affected by proposed projects. The survey permits respondents to remain

anonymous, while voluntarily answering questions regarding their gender, ethnicity, race, age, sex, disability status, and household income. This voluntary public involvement survey is available at all public hearings and meetings. Once the survey data has been collected, it will be reviewed and then the survey will be placed in a file for future reference. In the case enough surveys are collected over time to show a significant increase in LEP populations, the City may consider changes to their LEP policy. Completed surveys shall be retained for a period of three years from the date of the meeting and/or completion of the related project, if applicable. See Appendix G for a sample of this Survey.

· The City reviews written Title VI complaints and ensures every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.

· Staff for the City will be provided training on the requirements for providing meaningful access to services for LEP persons. Considering the relatively small size of the City of Canton and limited financial resources, current training may be limited to web access to this document and it's attachments by all City Staff, a log showing the names of all Staff that have been made aware of this document (sign off that they have read the document) and require that all new employees receive the same training.

Signature and Proposal Pages

Signature Page
Market Ave. S. Streetscape, Phase 3, GP 1319

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 **Market Ave. S. Streetscape, Phase 3, GP 1319** 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.**

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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

REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
		ROADWAY						
1	201	CLEARING AND GRUBBING	1.00	LS				
2	201	STUMP REMOVED, 30"	1.00	EA				
3	202	CATCH BASIN REMOVED	4.00	EA				
4	202	PIPE REMOVED, 24" AND UNDER	82.00	FT				
5	202	PAVEMENT REMOVED	1,645.00	SY				
6	202	WALK REMOVED	13,069.00	SF				
7	202	CURB REMOVED	1,527.00	FT				
8	202	REMOVAL, MISC.: PLANTER	7.00	EA				
9	204	SUBGRADE COMPACTION	2,749.00	SY				
10	603	EXTRA FOUNDATION, OPTION A (#1, #2 STONE)	100.00	CY				
11	603	EXTRA FOUNDATION, OPTION B (#58,57,67 STONE)	100.00	CY				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
12	603	EXTRA FOUNDATION, OPTION C (304,411,617)	100.00	CY				
13	603	EXTRA FOUNDATION, OPTION D (GEOGRID)	392.30	SF				
14	608	3" CONCRETE WALK	2,309.00	SF				
15	608	5" CONCRETE WALK	13,158.00	SF				
16	608	7" CONCRETE WALK	1,885.00	SF				
17	608	CURB RAMP, AS PER PLAN	1,070.00	SF				
18	690	ROADWAY, MISC.: BENCH	3.00	EA				
19	690	ROADWAY, MISC.: TRASH RECEPTACLE	3.00	EA				
20	SPEC	ELECTRICAL MANHOLE ADJUSTED TO GRADE	1.00	EA				
21	SPEC	1" LEVELING SAND (703.02)	257.00	SY				
22	SPEC	2.25" LANDSCAPING BRICK	257.00	SY				
		EROSION CONTROL						

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
23	659	TOPSOIL, FURNISHED AND PLACED	82.00	CY				
24	659	SEEDING AND MULCHING, AS PER PLAN	174.00	SY				
25	659	WATER	3.00	MGAL				
26	671	EROSION CONTROL MAT, TYPE A	174.00	SY				
27	671	EROSION CONTROL MAT, TYPE G	101.00	SY				
28	832	STORMWATER POLLUTION PREVENTION PLAN	1.00	LS				
29	832	EROSION CONTROL	5,000.00	EA				
		DRAINAGE						
30	605	4" UNCLASSIFIED PIPE UNDERDRAINS, AS PER PLAN	1,676.00	FT				
31	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	9.00	EA				
32	611	4" CONDUIT, TYPE E (CONTINGENCY)	50.00	FT				
33	611	6" CONDUIT, TYPE E (CONTINGENCY)	50.00	FT				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
34	611	12" CONDUIT, TYPE B, 707.33 (CONTINGENCY)	100.00	FT				
35	611	12" CONDUIT, TYPE C	115.00	FT				
36	611	12" CONDUIT, TYPE B	15.00	FT				
37	611	15" CONDUIT, TYPE B	20.00	FT				
38	611	15" CONDUIT, TYPE C	28.00	FT				
39	611	15" CONDUIT, TYPE B, 707.33 (CONTINGENCY)	135.00	FT				
40	611	18" CONDUIT, TYPE B, 707.33 (CONTINGENCY)	35.00	FT				
41	611	CATCH BASIN, MISC.: CITY OF CANTON SQUARE TOP CATCH BASIN	5.00	EA				
42	611	CATCH BASIN, MISC.: CITY OF CANTON CURB INLET CATCH BASIN	2.00	EA				
43	611	CATCH BASIN ADJUSTED TO GRADE (CONTINGENCY)	6.00	EA				
44	611	INLET RECONSTRUCTED TO GRADE, AS PER PLAN (FLAT TOP)	1.00	EA				
45	611	INLET RECONSTRUCTED TO GRADE, AS PER PLAN (CURB INLET)	1.00	EA				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
46	611	INLET RECONSTRUCTED TO GRADE, AS PER PLAN (MANHOLE CASTING)	1.00	EA				
47	611	SPECIAL - GAS VALVE BOX ADJUSTED TO GRADE	12.00	EA				
48	SPEC	CATCH BASIN, RECONSTRUCT TO GRADE (CONTINGENCY)	10.00	VERT. FT.				
49	SPEC	MANHOLE, RECONSTRUCT TO GRADE (CONTINGENCY)	20.00	VERT. FT.				
50	SPEC	MISCELLANEOUS METAL (CONTINGENCY)	11,000.00	LB				
		PAVEMENT						
51	254	PAVEMENT PLANING, ASPHALT CONCRETE	3,950.00	SY				
52	301	ASPHALT CONCRETE BASE, PG 64-22, (449)	49.00	CY				
53	304	AGGREGATE BASE	380.00	CY				
54	407	TACK COAT, AS PER PLAN	601.00	GAL				
55	408	PRIME COAT	176.00	GAL				
56	424	3/4" FINE GRADED POLYMER ASPHALT CONCRETE SURFACE COURSE, TYPE A	91.00	CY				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
57	441	VARIABLE DEPTH, ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449), PG 64-22	180.00	CY				
58	452	7" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1P	158.00	SY				
59	452	10" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1P	152.00	SY				
60	609	CURB, MISC.: CITY OF CANTON TYPE 1 CURB	1,587.00	FT				
		WATER WORKS						
61	638	VALVE BOX ADJUSTED TO GRADE	20.00	EA				
62	638	CUT AND PLUG EXISTING 6" WATER LINE (CONTINGENCY)	5.00	EA				
		SANITARY SEWER						
63	611	MANHOLE ADJUSTED TO GRADE, AS PER PLAN (SANITARY)	6.00	EA				
		MAINTENANCE OF TRAFFIC						
64	410	TRAFFIC COMPACTED SURFACE, TYPE C	50.00	CY				
65	614	WORK ZONE CENTER LINE, CLASS III, 642 PAINT	0.40	MILE				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
66	614	WORK ZONE EDGE LINE, CLASS III, 4", 642 PAINT	0.60	MILE				
67	614	WORK ZONE RAILROAD SYMBOL MARKING, CLASS III, 642 PAINT	2.00	EA				
68	616	WATER	2.00	MGAL				
69	616	CALCIUM CHLORIDE	0.20	TON				
		LIGHTING						
70	625	LIGHT POLE FOUNDATION, AS PER PLAN	18.00	EA				
71	625	NO. 6 AWG 600 VOLT DISTRIBUTION CABLE, AS PER PLAN	8,341.00	FT				
72	625	NO. 10 AWG 600 VOLT DISTRIBUTION CABLE, AS PER PLAN	536.00	FT				
73	625	PULL BOX, MISC.: LIGHTING, 725.06, 12" x 12"	9.00	EA				
74	625	PULL BOX, MISC.: LIGHTING, 725.06, 17" x 30"	12.00	EA				
75	625	CONDUIT, 2", 725.051 AS PER PLAN	2,246.00	FT				
76	625	CONDUIT, 3", 725.051, AS PER PLAN	3,370.00	FT				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
77	625	GROUND ROD, AS PER PLAN	18.00	EA				
78	625	POWER SERVICE (LIGHTING), AS PER PLAN	1.00	EA				
79	625	UNDERGROUND WARNING / MARKING TAPE, AS PER PLAN	4,368.00	FT				
80	625	LIGHT POLE REMOVED, AS PER PLAN	9.00	EA				
81	625	LIGHT POLE FOUNDATION REMOVED	10.00	EA				
82	625	LIGHTING, MISC.: TEST HOLE PERFORMED	18.00	EA				
83	625	LIGHTING, MISC.: ELECTRIC RECEPTACLE	9.00	EA				
84	625	10" STEEL PIPE ENCASEMENT, DIRECTIONAL DRILLED, AS PER PLAN	265.00	FT				
		TRAFFIC CONTROL						
85	630	GROUND MOUNTED SUPPORT, NO. 3 POST	44.00	FT				
86	630	STREET NAME SIGN SUPPORT, NO. 4 POST	30.00	FT				
87	630	SIGN SUPPORT ASSEMBLY, POLE MOUNTED	15.00	EA				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
88	630	SIGN, FLAT SHEET, AS PER PLAN	67.50	SF				
89	630	SIGN, DOUBLE FACED, STREET NAME	4.00	EA				
90	630	SIGNING, MISC.: SARTA SIGN AND SUPPORT BRACKET	3.00	EA				
91	630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	22.00	EA				
92	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	19.00	EA				
93	630	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL	11.00	EA				
94	630	REMOVAL OF POLE MOUNTED SIGN AND REERECTION	2.00	EA				
95	644	EDGE LINE, 6"	0.29	MILE				
96	644	CENTER LINE	0.26	MILE				
97	644	STOP LINE	19.00	FT				
98	644	CROSSWALK LINE, 12"	245.00	FT				
99	644	TRANSVERSE / DIAGONAL LINE	64.00	FT				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
100	644	ISLAND MARKING	67.00	SF				
101	644	RAILROAD MARKING	1.00	EA				
102	644	LANE ARROW	6.00	EA				
103	644	BIKE LANE SYMBOL MARKING	10.00	EA				
		LANDSCAPING						
104	661	PLANTING, MISC.: GRAVEL	209.00	SY				
105	661	DECIDUOUS TREE, 2 1/2" CALIPER, ACER CAMPESTRE, 'HEDGE MAPLE'	18.00	EA				
106	SPEC	TREE FRAME/GRATE	11.00	EA				
		INCIDENTALS						
107	614	MAINTAINING TRAFFIC	1.00	LS				
108	623	CONSTRUCTION LAYOUT, STAKES, AND SURVEYING	1.00	LS				
109	624	MOBILIZATION	1.00	LS				

CITY OF CANTON
Market Ave S. Streetscape, Phase 3
Bidder's Sheet

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REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
110	SPEC	NORFOLK SOUTHERN RAILWAY COSTS	1.00	LS				
							TOTAL	

Base Bid Price in Figures _____

Base Bid Price in Words _____

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