



The City of Canton

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# Invitation to Bid

## City of Canton, Ohio

Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

STA 15th St SW Bridge Replacement Project - GP 1299

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### Item/Project

Engineering

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### Responsible Department

2:00 PM, 3/16/2023

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### Bids Due

**NOTICE: See ODOT LPA Template, Page 17, Item #24, LPA PN 13 – 3/15/19  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD  
FAITH EFFORTS**

All Bidders **Shall** submit a DBE Utilization Plan before the time of the bid opening to the following website: [https://odot.formstack.com/formsdbe\\_copy](https://odot.formstack.com/formsdbe_copy).

The apparent low bidder **Must** complete all requirements set forth within the DBE AFFIRMATION within 5 days of the bid opening. See the following website:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe-resources>.

DBE Goal is 10%.

Should there be a discrepancy between City of Canton contract language and federal rules, federal rules shall take precedence.

### Bid Proposal Submitted By:

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Company Name

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Street Address

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City

State

Zip

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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 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.



## Legal Notice

### Ordinance # 69/2022

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on **Thursday, March 16, 2023** for the purpose of securing bids for the **15th St SW Bridge Replacement Project - GP 1299**

The City will disqualify any bid not received on or before 2:00 PM local time on **Thursday, March 16, 2023**. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Room of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Fourth Floor, Canton, Ohio 44702 according to the specifications and bid documents at the City of Canton Purchasing Department's website at <https://cantonohio.gov/448/Purchasing-Procurement>.

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

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

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

Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT.

Prequalification status must be in force **at the time of bid, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. The "prime" contractor must perform no less than 30 percent of the total original contract price. Subcontractors are not subject to the pre-qualification



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requirement, accept as noted below.

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

**The project shall be completed no later than December 28, 2023.** (The original legal notice that was advertised stated the project shall be completed no later than October 14, 2023. This date has been revised to December 28, 2023.)

This project has a Disadvantaged Business Enterprise (DBE) goal of **10 %**. The contractor must provide a plan on how it will satisfy the DBE goal and proof of commitments from DBE subcontractors and suppliers before Canton will enter into an agreement with the contractor.

**“Disadvantaged Business (DBE) Requirement. DBE participation goals (Subcontracts, materials, supplies) have been set on this project for those certified as DBE’s in accordance with 49 CFR, Part 26, and qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code (O.R.C.).” At the beginning following the project identification the DBE goal designation is written, i.e. DBE Goal: 10 %.**

WAIVER PROCESS FOR DBE GOALS: ODOT LPA Template, Page 3, Good Faith Effort (GFEs). NOTICE: See ODOT LPA Template, Page 17, Item #24, LPA PN 013 – 3/15/2019– DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS, DBE UTILIZATION PLAN and DBE AFFIRMATION.

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

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

All companies must submit their Federal ID Number.

The estimated construction cost is **\$2,155,917.93** for this project.

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

The Board of Control reserves the right to reject any or all bids.

Please contact Katie Wise, Assistant Director of Purchasing at [purchasing@cantonohio.gov](mailto:purchasing@cantonohio.gov) if you have any questions regarding this bid.

By order of the Canton Director of Public Service: John M. Highman, Jr. Published in the Repository: February 22, 2023 and March 1, 2023 and March 8, 2023





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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.



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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:

**Corey Jones**

2. The Design Engineer for the Project is:

Angela Trautman, P.E.  
Prime AE Group, Inc.  
8415 Pulsar Place | Suite 300 | Columbus, Ohio 43240

### 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 **15th St SW Bridge Replacement Project - GP 1299 Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.
2. The Mayor **has not** 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 **Bridge replacement, roadway drainage, water line replacement** 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**.



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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 **Corey Jones**, The City of Canton, at [corey.jones@cantonohio.gov](mailto:corey.jones@cantonohio.gov) or **330-438-6909** 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 **\$2,155,917.93**.

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

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

### 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



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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 PM, local time, on 3/16/2023.

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 List of Subcontracted Work Categories (See Paragraph I.5, below.)
  - d. 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.)
  - e. f 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.



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- 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.



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- 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:
    - Flood Plain**
    - US Army Corps of Engineers 404 Permit**
  - 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. 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.
- 4. 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.
- 5. 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





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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.





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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 3/9/2023, 2:00 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-



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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](mailto: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.



## The City of Canton

### **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:  
The Substantial Completion will be **180 calendar days**  
Delays due to delivery of materials is covered in Section 4.05.C of City Spec. – Excusable, Non-Compensable Delays. The delay request must be submitted in writing and provide anticipated time of delay. If a winter shut down is necessary, it will be acceptable and non-compensable if shown in the accepted project schedule.
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,



## The City of Canton

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 Davis-Bacon Act shall be applicable to the wages.

### 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:

**10%**

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.



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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 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.





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- c. The Contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the equal opportunity clause of the Owner; and it shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor shall submit in writing to the Owner its affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the Contractor its affirmative action plan. The responsibility for securing these affirmative action plans falls upon the Contractor and shall be on file at the office of the Contractor. The Contractor shall furnish all information and reports required by the Owner or its representative pursuant to the Contract Documents, and shall permit access to its books, records, and accounts by the contracting agency of the Owner and by the Executive Secretary of the Owner for purposes of investigation to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the Owner may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as is necessary to protect the interests of the Owner and to effectuate the Owner's equal opportunity program and, in the case of contracts receiving Federal assistance, the Contractor or the Owner may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor shall file and shall cause its subcontractors, if any, to file compliance reports with the Owner in the form and to the extent prescribed by the Owner or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Contractor and its subcontractors.
- g. The Contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
- h. Refusal by the Contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - (1) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor or subcontractor is in compliance with the provisions of the Agreement.
  - (2) Refusal of all future bids for any public contract with the Owner or any of its departments or divisions, until such time as the Contractor or subcontractor demonstrates that it has established and shall carry out the policies of the program as herein outlined.
  - (3) Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - (4) In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to



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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.

### **END OF INSTRUCTIONS TO BIDDERS**





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## OWNER-CONTRACTOR AGREEMENT

*[Where Engineer is a Third Party Hired by Owner and  
Engineer Has Construction Administration Duties]*

**Owner:**

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

**Contract:**

**Ordinance:** 69/2022  
**Alternates:**

**Contractor:**

Telephone:  
Fax:

**Project:** STA 15<sup>th</sup> St SW Bridge Replacement, GP  
1299, PID 113153

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.

**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.



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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. The Contractor shall forward all communications to the Owner through the Engineer and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Engineer are specifically authorized and directed by the Owner to the Contractor through the Engineer acting on behalf of the Owner.

**Engineer 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:  
**Prime AE Group**  
**8415 Pulsar Pl. Suite 300**  
**Columbus, Ohio 43240**

**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 **180 calendar days** of the Date of Commencement ("Date of Substantial Completion"). Substantial



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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**

<b><u>Original Contract Amount</u></b>	<b><u>Dollars Per Day</u></b>
\$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**

<b><u>Original Contract Amount</u></b>	<b><u>Dollars Per Day</u></b>
\$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.**



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

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

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

**4.2** Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	NA	
2	NA	

**4.3** Allowances included in the Contract Sum:

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

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

## **5. GENERAL.**

**5.1 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.

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

**5.3 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



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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.

**5.4 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.

**5.5 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.

**5.6 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.

**5.7 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.

**5.7.1 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.

**5.7.2 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.



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**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.



## The City of Canton

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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: \_\_\_\_\_



The City of Canton

---

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 **15th St SW Bridge Replacement  
Project - GP 1299, PID 113153 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



## The City of Canton

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

### PRINCIPAL

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

---

### SURETY

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

---

### SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_



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

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



The City of Canton

**CONTRACT BOND**  
(O.R.C. § 153.57)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the Owner for construction of the **STA 15<sup>th</sup> St SW Bridge Replacement, GP 1299, PID 113153 Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_

---

## BID FORM

### 1.01 BID SUBMITTED BY:

\_\_\_\_\_  
(Contractor)

Date bid submitted: \_\_\_\_\_

### 1.02 DELIVER TO:

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

### 1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **STA 15<sup>th</sup> St SW Bridge Replacement, GP 1299, PID 113153 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

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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





The City of Canton

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

## **MODIFIED STANDARD GENERAL CONDITIONS**

***[Where Third Party Engineer Performs Construction Administration Duties]***

Prepared by



Issued and Published Jointly by





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

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

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## ARTICLE 1 – DEFINITIONS AND

### 1.01 *Defined Terms*

#### A. Wherever used in the Bidding Requirements or

Contract Documents, a term printed with initial capital letters or with all capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement or Owner-Contractor Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be

accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid* – The offer of a Bidder submitted on the described form setting forth the prices for the Work to be performed.

5.. Not used.

~~6.~~ *Not used.*

~~7.~~ *Not used.*

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Owner concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with any procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; contesting Owner's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Owner has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and





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- Liability Act, 42 U.S.C. §§9601 et seq.
- ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42
- U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract. Only printed or hard copies of the items in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 13.03 in the case of Unit Price Work).
15. *Contract Times*—The number of days or the dates stated in the Agreement by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work and has entered into the Agreement.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Design Professional*—architects; civil, structural, mechanical, electrical, plumbing, and heating, ventilating, air conditioning, and other engineers; interior designers; landscape architects; and others whose services have traditionally been considered "professional" activities, require licensing or registration by the state, or otherwise require the knowledge and application of design principles appropriate to the project at hand.
19. *Drawings*—The part of the Contract Documents prepared or approved by the Engineer that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
20. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.
21. *Engineer*—The individual or entity named identified in the Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
23. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all
24. *Hazardous Environmental Condition*—presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.



25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, *statutes*, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—security interests, or *encumbrances* upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an *intermediate* completion date or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor may start to perform the Work. *Owner*—The individual or entity with which *Contractor* has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner is the City of Canton.
30. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities the Work within the Contract Times. The Progress Schedule is sometimes called the Construction Schedule.
31. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
32. *Project Manual*—written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are *representative* of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
36. *Schedule of Values*—For non unit price schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—drawings, diagrams, illustrations, schedules, and other data or *information* that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the *Contract Documents* as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for equipment, systems, standards, and



workmanship as applied to the *Work*, and certain administrative requirements and procedural matters applicable to the *Work*.

40. *Subcontractor*—An individual or entity having a *direct* contract with Contractor or with any other Subcontractor for the performance of a part of the *Work*.
41. *Substantial Completion*—The time at which the *Work* (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the *Work* (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the *Work* (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the *Work* refer to Substantial Completion thereof. Substantial Completion is further defined as (i) that degree of operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the *Work*; ii) all required functional, performance, and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control; and (iii) all traffic control and safety devices are in place and operational to the satisfaction of Engineer in accordance with the requirements of the Specifications.
42. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
43. *Supplementary Conditions*—The part of the Contract Documents that amends or supplements these General Conditions.
44. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the *Work* by Contractor or a Subcontractor.

45. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to

either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

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

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

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



49. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or

responding to differing or unforeseen subsurface or physical conditions under which

the Work is to be performed or to respond to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02

### *Terminology*

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

#### B.

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

provisions of Article 10 or any other provision of the Contract Documents.

#### C *Day:*

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

#### D. *Defective:*

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

#### E *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
2. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use
- 3.
- 4.





any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY

### 2.01 *Delivery of Bonds and Evidence of Insurance*

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

### 2.02 *Copies of Documents*

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

#### *Before Starting Construction*

- 2.03 *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
- A.

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

### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.



### 2.05 *Initial Acceptance of Schedules*

- A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner.

1. The Construction/Progress Schedule shall be prepared as provided in the Contract Documents.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. For non-unit price Work, Contractor's Schedule of Values will be acceptable to Owner and Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work. Such prices shall be broken down into labor & materials. Once approved by the Owner and Engineer, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Owner and Engineer's written

approval. The Owner and/or Engineer thereafter may from time to time require the

Contractor to adjust such schedule if the Owner and/or Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Owner and/or Engineer within ten (10) days.

### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

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

hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS,

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

The Contract supersedes prior negotiations,

- D. representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code,



or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their

subcontractors, consultants, agents, or employees, from those set forth in the Contract

Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of Owner's officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the Contract Documents.

### 3.03 *Reporting and Resolving*

#### A. *Discrepancies Reporting Discrepancies:*

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

*Contractor's Review of Contract Documents:* If, before or during the performance of the Work,

2. Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract

Documents, or between the Contract

Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15)

until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract

Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or Contractor failed to perform its obligations under the Instructions to Bidders.

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction or work constructed without notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15).

#### B. *Resolving*

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



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provisions of the Contract Documents would result in violation of such Law or Regulation).

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over the general instructions or specifications.

### *Requirements of the Contract Documents*

#### 3.04

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to

the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by filing a Claim.

- C. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

#### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or

consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

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

copyrights pertaining to such Contract Documents.

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

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

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

### 4.02 *Starting the Work*

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

### *Reference Points*

- 4.03 Owner shall provide engineering surveys to establish reference points for construction which in the Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes





in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by Professional Surveyor (P.S.) registered in the state of Ohio. Contractor is referred to the General Requirements for additional requirements for laying out the Work.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Construction Schedule established in accordance with the Contract Documents.
1. **The Date for Substantial Completion shall be changed or modified only by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the date in the Construction Schedule.**
  2. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.
  3. The Contractor's obligation to furnish scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Engineer or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.
- B. **THE PERIODS OF TIME IN THE CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.**
1. **Notice of Delays.** As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business

days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a **"NOTICE OF DELAY."** A notice of delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

#### *Delays in Contractor's Progress*

- 4.05 Excusable, Compensable Delays. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- Non-Excusable Delays. Contractor shall not be entitled to an adjustment in Contract Price or
- B.
- Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. Excusable Non-Compensable Delays. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the



Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph; it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. weather conditions as provided in Paragraph 4.05.H;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and  
acts of war or terrorism.
- 4.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or

Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

- H. Weather Delays. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made as provided for in these Modified General Conditions, the Contract Time will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>
<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

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

## **ARTICLE 5 – AVAILABILITY OF LANDS; AN PHYSIC CONDITIO HAZARDO ENVIRONMENTAL**

### **5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a Notice of



Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, alleged to have been caused by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

*Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- B.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools,

appliances, construction equipment and



machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

*Subsurface and Physical Conditions*

5.03

*Reports and Drawings*: The Agreement identifies:

A.

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist.

B. *Reliance by Contractor on Technical Data*

*Authorized*: Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their

officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

*Differing Subsurface or Physical Conditions*

5.04

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15),



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notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph

5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding determine conditions for the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

*Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations,

- C. Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition and indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's

written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

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

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and
- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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

- a. Contractor knew or should have known of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
- b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the

Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

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

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





statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, or by others. Unless it is otherwise expressly provided elsewhere in these Modified General Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30;
  - b. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - c. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; and determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing

of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

*Possible Price and Times Adjustments:*

E

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or



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actual location of the Underground Facility in question;

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

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

- d. Contractor gave the notice required in Paragraph 5.05.B.

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

### 5.06 Hazardous Environmental Conditions at

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

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

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report

prepared for the Project and made available to

Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors

with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work



in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either

(1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have

such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental

- J. Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a Contract Bond in the amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish such other bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on

- B.





Federal Bonds and as Acceptable Reinsuring

Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

- G. *Material Default or Termination.* If the notifies Owner Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to

inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written reports or documents.

If the Owner terminates the Contract and the surety proposes to take over the Work, the surety shall do so no later than the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety

proposes to provide a replacement contractor, the replacement contractor shall

not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in

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

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

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

In the event of the Contractor's termination and if the surety does not takeover the Work



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as provided in this Paragraph 6.01.G, the Owner may take possession of and use all materials, facilities, and equipment at the Project Site or stored off-site for which

Owner has paid in whole or in part.

### 6.02

#### *Insurance—General Provisions*

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

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Modified General Conditions, or elsewhere in the Contract Documents), 3 certificates of insurance, copies of endorsements, or when specifically requested by the Owner, 3 certified copies of the insurance policies and a receipt evidencing full payment on the premiums, and other evidence of insurance requested by Owner establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but

not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Modified General

Conditions, or elsewhere in the Contract Documents), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of

applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. By requiring such insurance and insurance limits herein, Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.



J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract Documents.

#### 6.03 *Contractor's Insurance*

A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims*  
Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content:*

written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

- a. Such insurance shall be maintained for three years after final payment.
- b. Contractor shall furnish Owner and each other additional insured (as identified in these Modified General Conditions or elsewhere in the Contract Documents) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10

01 (together); or CG 20 10 07 04 and CG 20 37

8. 07 04 (together); or their equivalent.

For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Enjoined by the Named Insured" or its

D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

*Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's

liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow



form as to each and every one of the underlying policies.

F. *Contractor's pollution insurance:* Contractor shall purchase and maintain a policy

covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Modified General Conditions; include coverage for the respective officers, directors,

members, partners, employees, agents, consultants, and subcontractors of each and any

of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and

maintaining applicable professional liability insurance. This insurance shall provide protection

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

I. *General provisions:* The policies of insurance

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Modified General Conditions, or required by Laws or Regulations, whichever is greater:

a. Commercial General Liability ("CGL"): Bodily injury (including death and emotional distress) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include: (i) Premises-Operation, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury, (ix) Stopgap liability with Ohio Intentional Tort endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.

b. Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each accident.

Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with Contract Price of \$250,000 or less;

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





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\$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct

other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's

other obligations under the Contract Documents, whether it is to be performed by

Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

6. include products and completed operations insurance.

7. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 5.02 and 7.18.

8. with respect to products and completed operations insurance remain in effect for at least two years after final payment.

- a. Contractor shall furnish Owner and each other additional insured identified in these Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of

such insurance at final payment and one year thereafter.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

- K. The following provisions shall also apply to the insurance provided by the Contractor:

1. Contractor's insurance shall be primary and non-contributory.

2. Insurance policies shall be written on an occurrence basis only.

3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.

4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.

The additional insured endorsement shall be ISO 20 10 10 01 and CG 20 37 10 01 or their equivalents so that Completed Operations

5. liability extends to the additional insured after the completion of the Project.

### *Property Insurance*

#### 6.04

- A. *Builder's Risk*: Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Contract Documents or required by Laws and Regulations). This insurance shall:

1. include the Owner, Engineer, and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Contract Documents to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and



any corresponding sections in the Contract Documents, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary

buildings, falsework, and materials and equipment in transit, and shall insure against at

least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Contract Documents. If insurance against mechanical breakdown, boiler explosion, and

artificially generated electric current; earthquake; volcanic activity, and other earth

movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following:  
(a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner- furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form

work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the

provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the



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

- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

*Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

- E.
- Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
- F.

### 6.05 Waiver of Rights

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

subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Modified General Conditions as insureds, and the officers, directors,

members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant

to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss



referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

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

*Receipt and Application of Property Insurance Proceeds*

- 6.06 Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- A.

Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in

- B.

interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR'S

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except

- B.

under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular

working hours, Monday through Friday. Contractor will not perform Work on a Saturday,

Sunday, Shut Down Dates as defined in the Agreement, or any City-recognized holiday.





Contractor may perform Work outside regular working hours or on Saturdays, Sundays, Shut Down Dates as defined in the Agreement, or legal holidays only with Owner's written consent, which will not be unreasonably withheld. Contractor (and Subcontractor) regular working hours consist of 8 up to 10 working hours within an 11-hour period between 7:00 a.m. and 6:00 p.m., on a regularly scheduled basis, excluding Saturday, Sunday, and holidays. Overtime work is work in excess of 40 hours per week. Contractor must receive advanced written approval from the Owner prior to performing work on weekends or City Holidays. Approval of such weekend and/or holiday work is in the Owner's sole discretion.

*Services, Materials, and Equipment*

- 7.03 Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- A.

All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

C.

instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Substitutions prior to the receipt of bids shall be governed by the Instructions to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.



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b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

*Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-

equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or

equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

- 1) perform adequately the functions and achieve the results called for by the general design,
- 2) be similar in substance to that specified, and
- 3) be suited to the same use as that specified.

b. will state:

- 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and



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- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
- c. will identify:
  - 1) all variations of the proposed substitute item from that specified, and
  - 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer' Evaluation and Determination:* Engineer will be allowed a reasonable time to

evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

*Special Guarantee:* Owner may require Contractor

- C. to furnish at Contractor's expense a performance guarantee or special respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of

Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

*Concerning Subcontractors, Suppliers, and Others*

- 7.06 Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

- A. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract Documents to do so.
- B. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work
- C.

against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be



deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis

of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work

just as Contractor is responsible for Contractor's own acts and omissions.

- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an

M.

appropriate contractual agreement that specifically binds the Subcontractor or Supplier to

the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

Nothing in the Contract Documents:

O.

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.



#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

##### *Permits*

Responsibility for permits will be established by the Instructions to Bidders.

- 7.08 A copy of each permit obtained by Owner is available at Owner's office. Contractor shall
- A. examine the permits and conform to the requirements contained therein, and such requirements are hereby made part of these
- B. Contract Documents as though the same were set forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein.

#### 7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

- B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. A Construction Tax Exempt Certificate is included with the Bid Documents.

- C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

- D. Contractor shall withhold any income taxes due to the Owner for wages, salaries, and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

##### *Laws and Regulations*

- Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except
- 7.10 where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- A. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of
- B.





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

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal.

Prevailing Wage Rates. If indicated in the Agreement or Instructions to Bidders, each laborer, worker, or mechanic employed by Contractor, Subcontractor, or other persons performing Work on the Project shall be paid not less than the applicable prevailing rate of wages pursuant to Ohio Revised Code Chapter 4115.

#### *Record Documents*

Contractor shall maintain in a safe place at the Site two printed record copies of all Drawings, Specifications, Addenda, Change Orders,

#### 7.11 Work

##### A.

Change Directives, Field Orders, written interpretations and clarifications, and approved

Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial

Completion, for the Engineer's review and transmittal to the Owner.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

- C. The Contract Documents identify any Owner's safety programs that are applicable to the Work.



D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly

provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### *Safety Representative*

7.13 Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Contractor shall keep at the Site at all times during

B. the progress of the Work as required by law a

competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surrounding, or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

#### 7.14 *Hazard Communication Programs*

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

#### 7.15 *Emergencies*

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

#### *Shop Drawings, Samples, and Other Submittals*

#### 7.16

A. *Shop Drawin and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents:

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria,





## The City of Canton

installation requirements, materials, catalog numbers, and similar information with respect thereto:

- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

### *Submittal Procedures for Shop Drawings and*

- B. *Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

#### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to

show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

#### 2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

#### D *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.



3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

- 7.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

**E. Resubmittal Procedures:**

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than the number of submittal reviews specified in Paragraph 15.01.E.4 of these Modified General Conditions. Engineer will record Engineer's time for reviewing a subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time in accordance with Paragraph 15.01.E.4. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*Contractor's General Warranty and Guarantee*

**7.17**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance
  2. or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  3. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation



to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties, and agreements from and with all contractors, subcontractors, vendors, suppliers, and manufacturers regarding their performance, quality of workmanship, or quality of materials supplied in connection with the work. Contractor represents and warrants that all such guarantees, warranties, and agreements will be in place and enforceable by the Owner in accordance with their terms. The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligations to any entities.

#### *Indemnification*

7.18

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold

harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the performance of the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph

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

#### *Delegation of Professional Design Services*

- Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless
- 7.19 A. such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required

B.



of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals

prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

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

E.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to

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

#### *Coordination*

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

- 8.02  
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## **ARTICLE 8 – OTHER WORK AT**

### **8.01 Other Work**

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.





coordination of the work at the Site in the Contract Documents.

8.03 *Legal Relationships*

- A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

**ARTICLE 9 – OWNER'S**

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these Modified General Conditions, Owner shall issue all communications to Contractor through Engineer or the Resident Project Representative.

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

*Insurance*

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

9.06

*Change Orders*

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

9.07

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9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

*Safety Programs*

9.12

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

**ARTICLE 10 –  
ENGINEER'S**

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10.01 *Owner's Representative*

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

*Visits to Site*

- 10.02 Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe
- A.

as an experienced and qualified design professional the progress that has been made and

the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08.
- B. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of



construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Project Representative*

- A. Owner may furnish a Resident Project Representative to assist Engineer at the Site, assist Engineer in providing more extensive observation of the progress and quality of the Work, and assist in carrying out the Engineer's other responsibilities under the Contract Documents and its agreement with the Owner
- B. The duties and responsibilities of the Resident Project Representative may include, but not be limited to, the following:
  1. Review schedules and amendment thereto.
  2. Attend conferences and meetings with Contractor.
  3. Serve as liaison between Owner, Engineer, and Contractor.
  4. Conduct on-site observation of the work.
  5. Observe tests, equipment, and system startups.
  6. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer and Owner, Contractor's requests for modification.
  7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site).
  8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Owner concerning acceptance of the Work.
  9. Review Payment Applications from Contractor.
- C. The Resident Project Representative shall not:
  1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment, unless authorized by Owner.

2. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
5. Accept shop drawing or sample submittals from anyone other than Contractor.
6. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

#### *Rejecting Defective Work*

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

#### *Shop Drawings, Change Orders and Payments*

- 10.05
- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
  - B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
  - C. Engineer's authority as to Change Orders is set forth in Article 11.
  - D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.





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

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer' Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor,

any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- C. Engineer's review of the final Application for Payment and accompanying documentation and
- D.

all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

*Compliance with Safety Program*

- 10.09 While at the Site, Engineer's employees and
- A. representatives will comply with the specific

applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.



## ARTICLE 11 – TH CONTRA DOCUMENTS; CHANGES IN THE

### 11.01 *Amending and Supplementing Contract Documents*

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

#### 1. *Change Orders:*

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

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if

negotiations are unsuccessful, by a determination under the terms of the Contract

Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the

Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without

notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be

performed in a manner consistent with Contractor's safety obligations under the Contract

Documents or Laws and Regulations. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

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



11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract*

- A. The Contract Price may only be changed by Change Order. Any<sup>a</sup> adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or]
  2. where the parties do reach a mutual agreement to a lump sum, then by that mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor' Fee* When applicable, the Contractor's fee for overhead and profit shall be determined as follows, and is the maximum total allowable amount:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's
- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on:  
(1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;  
no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- d. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and  
when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.
- e. the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.



#### 11.05 *Change of Contract*

- A. The Contract Times may only be changed by a

Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The

Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

*Engineer's Action:* Engineer will review each

2. Change Proposal and, within 30 days after

receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change

Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:

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

Owner's correction of defective Work under





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Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

### 11.08 *Notification to Surety*

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

## ARTICLE 12 –

### 12.01 *Claims Process*: The following disputes between

- A. Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  1. Appeals by Contractor of Engineer's decisions regarding Change Proposals;
  2. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

- B. *Submittal of Claim*: As a condition precedent to a change in the Contract Price or the Contract

a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 21 days of the start of the underlying cause of the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or

money, arising out of the Claim or the circumstances underlying the Claim. Further, Contractor's obligation to deliver a fully completed Statement of Claim form within such

21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

- C. *Review and Resolution*: Engineer will review each Claim and, within 45 days after receipt of the Statement of Claim Form, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial. In the event the Engineer does not take action on a Claim within said 45 days, the Claim shall be denied.

- D. *Final and Binding Results*: Engineer's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invokes the dispute resolution procedures set forth in Article 17.

- E. *False or Fraudulent Claim*. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government



would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages, and fees and expenses.

- F. *Claim Documentation.* Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including

e-mail), accounting records, and other information from which the Contractor's records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The

Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment.

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

data was reasonably available at the time of the request.

## ARTICLE 13 – COST OF THE WORK;

### 13.01 *Cost of the Work*

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

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

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes,



- workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- Construction Equipment and Machinery
- c.
    - 1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor and used on the Work will be paid at a rate shown for such equipment in the latest edition of the Associated Equipment Distributors' rental rate manual. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools. Costs for equipment and machinery owned by Contractor for





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- which Contractor is seeking monetary compensation due to the equipment and machinery being idled through no cause of Contractor will be paid at half of the Associated Equipment Distributors' rate.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Fees for permits and licenses.
  - f. Deposits lost for causes other than negligence of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - g. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - h. The cost of utilities, fuel, and sanitary facilities at the Site.
  - i. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in
  - j. The portion of the costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain, that can be attributed to this Contract.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 2.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
  - 5.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered



by a Change Order, Change Proposal, Claim, set-

off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

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

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances and the Contract Price shall be

### 13.03 Unit Price

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



Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION,

### 14.01 Access to Work

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

### 14.02 Tests, Inspections, and Approvals

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

Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

D.

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer. Tests required by the Contract Documents to be performed by Contractor that require test certificates to be submitted to Owner and Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or



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certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

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

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

### 14.03 Defective Work

- A. *Contractor's Obligation* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

### ~~Correction, or Removal~~ and

- D. *Replacement:* Promptly after receipt of written notice of defective Work and so as not to delay the Project, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner or Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing,

correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

### *Acceptance of Defective Work*

- 14.04 If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this
- A.



sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

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

the Contract Times, or both, directly

attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to comply with any requirements of the Contract Documents, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### *Owner May Correct Defective Work*

- 14.07 If Contractor fails within two (2) business days of a written notice from Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work, or to remove and replace, or take reasonable steps to remove and replace, rejected Work in accordance with Paragraph 14.03.D or as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under





this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

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

B.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS;

### 15.01 *Progress Payments*

A. *Basis for Progress* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. The Engineer-approved version of the Application for Payment form, which includes information on completed Schedule of Values items, is to be used by the Contractor when making an Application for Progress Payment. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph

13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

### B. *Applications for Payments:*

1. At least by the 20th day of the month (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application, and any other supporting documentation required by the Contract Documents or by the Engineer. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld; including a certification that Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment, all using the form provided by Owner and included in the Project Manual.
3. *Retainage.* Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to





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Contractor, no additional funds shall be retained from payments for labor.

4. Contractor shall submit one original (unless a different quantity is otherwise agreed upon) on 8-1/2 by 11 paper of each lien waiver submitted.
5. Contractor shall submit six copies (unless a different quantity is otherwise agreed upon) of each pay request for approval.

6. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

7. All stored equipment and materials for which payment is requested shall have five copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

8. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

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

shall provide Insurance Certificates and Document of Ownership to Owner.

### *C Review of Applications:*

1. Engineer will, within 10 working days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may

make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of

the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner



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or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
- d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents; or

f. the Contractor is in default of any other Agreement it has with the Owner.

*D. Payment Becomes Due:*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be submitted to the appropriate funding sources for processing (up to 90 days) and payment to contractor.

*E Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal



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reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

- f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
- Upon a subsequent determination that Owner's refusal of payment was not justified, the
- 3.

amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

4. Items entitling Owner to retain set-offs from the amount recommended include, but are not limited, to the following:
  - a. Owner compensation to Engineer at an average rate of \$200 per each extra personnel hour for labor plus expenses, if applicable, because of the following Contractor-caused events:
    - 1) Return visits to manufacturing facilities to witness factory testing or retesting;
    - 2) Submittal review in excess of two reviews by Engineer for substantially the same Submittal, in accordance with Paragraph 7.16.E of these Modified General Conditions;
    - 3) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby, in accordance with Paragraph 7.05 of these Modified General Conditions; and
    - 4) Overtime worked by Contractor necessitating Engineer or anyone else to work overtime in accordance with Paragraph 7.02 of these Modified General Conditions.
  - b. Liability for liquidated damages incurred by Owner as set forth in the Contract Documents.

### 15.02 Contractor's Warranty of Title

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



### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- Owner shall have the right to exclude Contractor
- F. from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access remove its property and complete or correct items on the punch list.
- G. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than thirty (30) days. The Contractor shall complete all items on the list within such 30-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect



and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

#### 15.04 *Partial Use or Occupancy*

##### A. Prior to Substantial Completion of all the Work,

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

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.  
  
At any time Contractor may notify Owner and
2. Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security,

operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that

part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

5. No use or occupancy or separate operation of part of the Work may occur prior to compliance

with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.





15.06 *Final*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents;
- b. consent of the surety, if any, to final payment;
- c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
- d. a list of all disputes that Contractor believes are unsettled; and
- e. a Contractor's Waiver and Release Agreement for itself as of the date of Final Application for Payment and Subcontractors-Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.

3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

4. If Contractor is required to pay prevailing wages, prior to final payment and in accordance with ORC 4115.05, Contractor and its Subcontractors shall each file with Owner an affidavit certifying their compliance with ORC 4115.03 to ORC 4115.16 regarding wages.

B. *Engineer's Review of Application and*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is

acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for

refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-





offs allowed under the provisions above with respect to progress payments) will become due and will be submitted to appropriate funding sources for processing (up to 90 days) and paid to Contractor.

#### 15.07 *Waiver of Claims*

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

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas; correct
2. such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or limitation upon, or a waiver of, the provisions of any applicable statute of limitation or repose.

- D. E.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by



written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

#### 16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) three business days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

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

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within three business days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.



### 16.03 *Owner May Terminate For*

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

### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 90 days to pay

Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 90 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF

### 17.01 *Methods and Procedures*

- A. *Litigation, Settlement, Methods, and Procedures.*
1. Any dispute, claim, or other matter not settled by negotiation or mediation, shall be determined by the Court of Common Pleas for Stark County, Ohio, which shall be exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court.
  2. In addition to Owner's entitlement to attorneys' fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs, and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be



without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorneys' fees, costs, and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

## ARTICLE 18 –

### 18.01 *Giving*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

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

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 18.05 *No Waiver*

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

#### *Survival of Obligations*

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

#### *Controlling Law*

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

### 18.07 *Headings*

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

### 18.08 *Equal Employment Opportunity and Non-Discrimination.*

- A. The Contractor shall comply with, and shall require all Subcontractors of any tier to comply

A.

with, the applicable equal employment opportunity and non-discrimination statute and regulations of the State of Ohio.

## City of Canton Codified Ordinances

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

**1. Chapter 105.02 – Public Paving Time Restrictions.**

All City public paving contracts shall include a provision for liquidated damages in order to provide the City reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the City's road surfaces from May 1<sup>st</sup> to October 1<sup>st</sup>; 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 105.15 – 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.)*

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**3. 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.)*



## 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.

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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.

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## INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

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

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

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

STATEMENT OF CLAIM FORM & INSTRUCTIONS

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End of Instructions



The City of Canton

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

State of Ohio

County of \_\_\_\_\_, ss:

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

\_\_\_\_\_ of \_\_\_\_\_ with offices located at  
(Title) (Contractor)

\_\_\_\_\_, and as its duly  
(Address of Contractor)

authorized representative, states that effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
(Name of Contractor)

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

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

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

\_\_\_\_\_  
(Affiant)

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

\_\_\_\_\_  
(Notary Public)

My commission expires

\_\_\_\_\_, 20\_\_



The City of Canton

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

Project: **STA 15<sup>th</sup> St SW Bridge Replacement, GP 1299, PID 113153**

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

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

_____ Company Name	State of: _____ County of _____
_____ Authorized Signature (Company Officer)	Subscribed and sworn to before me this _____
_____ Title	day of _____
_____ Date	Notary Public: _____
	My Commission Expires: _____





**ASBESTOS STATEMENT**

INSPECTION DETERMINED THAT NONE OF THE MATERIALS SAMPLED ON THE STA-15SW-1350 BRIDGE WERE FOUND TO BE ASBESTOS CONTAINING MATERIAL AS DEFINED BY U.S EPA/NESHAP REGULATIONS.

A COPY OF THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) NOTIFICATION OF DEMOLITION AND RENOVATION FORM (PARTIALLY COMPLETED) AND THE ASBESTOS INSPECTION REPORT IS AVAILABLE AT THE CITY OF CANTON ENGINEERING DEPARTMENT AND WILL BE PROVIDED TO THE SUCCESSFUL BIDDER AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL COMPLETE THE FORM AND SUBMIT IT TO THE OEPA AT LEAST TEN (10) WORKING DAYS PRIOR TO THE START OF ANY DEMOLITION AND/OR RENOVATION. ONLINE FORM SUBMISSION IS REQUIRED

[HTTP://WWW.EPA.OHIO.GOV/ASBESTOS](http://www.epa.ohio.gov/asbestos)

THE CONTRACTOR SHALL PROVIDE A COPY OF THE COMPLETED NOTIFICATION OF DEMOLITION AND RENOVATION FORM/SUBMISSION CONFIRMATION TO THE PROJECT ENGINEER AT LEAST TEN (10) WORKING DAYS PRIOR TO THE START OF ANY DEMOLITION AND/OR RENOVATION.

THE CONTRACTOR SHALL FURNISH ALL FEES, LABOR, AND MATERIALS NECESSARY TO COMPLETE AND SUBMIT THE OEPA NOTIFICATION FORM. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN ITEM 202 – PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN.

In item 22 of Appendix C; PN 024 – 04/21/2006 – US ARMY CORPS OF ENGINEERS AND OHIO ENVIRONMENTAL PROTECTION AGENCY PERMITS the following statement is made; “The above referenced permits are incorporated and made a part of this contract as special provisions incorporated herein.” The statement shall be revised to read as follows: The above referenced permits are incorporated and made a part of this contract and the permit will be provided at the preconstruction meeting.

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

**1. ODOT'S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS**

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

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

<b>Excluded 2019 Specifications</b>			
Section 102.01	Section 103.01	Section 105.19	
Section 102.03	Section 103.02	Section 107.04	
Section 102.06	Section 103.04	Section 107.13	
Section 102.09	Section 103.05	Section 108.01	
Section 102.10	Section 103.06	Section 108.02(B)	
Section 102.11	Section 103.07	Section 108.02(E)	
Section 102.13	Section 104.02(A)	Section 108.02(G)	
Section 102.14	Section 105.05	Section 108.08	
Section 102.17			

**2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES**

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

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

Not all manufactured products (i.e., traffic signal heads, bridge bearing pads, pre-cast concrete items, etc.) used in the project are required to be produced in the United States.

All "construction materials" are to be manufactured in the United States - meaning that all manufacturing processes for the construction materials must have occurred in the United States.

“Construction materials” includes an article, material, or supply other than an item primarily comprised of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives, and materials that consist primarily of:

- non-ferrous metals; (i.e., aluminum, copper, brass, etc.)
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

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

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

1. The cost of products to be used does not exceed 0.1 percent of the total Contract cost, or \$2,500, whichever is greater. The cost is the value of the product as delivered to the project.
2. The specified products are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet the requirements of the Contract Documents. ODOT may require the Contractor to obtain letters from three different suppliers documenting the unavailability of a product from a domestic source if the shortage is not previously established.

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

### 3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

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

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

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

#### 4. **PREQUALIFICATION**

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

#### 5. **PN 033 - 4/18/2008- AS PER PLAN DESIGNATION**

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

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

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

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

#### 6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

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

The Federally Required EEO Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal

opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

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

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

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

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

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

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

*"Notice to Prospective Subcontractors and Material Suppliers of Requirement for Certification of Non-segregated Facilities" -*

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



agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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

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

**10. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS**

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

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

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

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

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

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

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

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

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

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

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

Requirements for affirmative action obligations governing OFCCP contract compliance reviews are those listed in the Construction Contractors Technical Assistance Guide.

[https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508\\_cctag\\_12032020.pdf](https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf)

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

<http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

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

<http://das.ohio.gov/Divisions/EqualOpportunity/InputForm29.aspx>

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

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

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

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

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

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

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

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

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

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

The Contractor must provide the following reports:

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

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

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

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

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

### **13. PN 059 - 10/15/2004 - WAGE DETERMINATION APPEALS PROCESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[beta.SAM.gov](http://beta.SAM.gov)

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

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

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

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

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

The Contractor and all subcontractors shall submit to the District Construction Office, certified payrolls each week beginning three weeks after the start of work. These payrolls shall be on a Form A-87 or equivalent and shall show the following:

- 1) Employee name, address, classification, and hours worked.

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

[Click for Form A-87](#) then scroll down page to Pre-Uniform Guidance and click “Timecard Example A-87 Compliant”.

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

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

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

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

## **15. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING**

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
  - (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective bidder also agrees by submitting his or her bid proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



**16. PN 045 - 10/15/2004 - NON -COLLUSION AFFIDAVIT**

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

**REPORTING BID RIGGING**

To report bid rigging activities call:

1-800-424-9071

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

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

**17. PN 014 - 10/15/2004 - DRUG-FREE WORKPLACE**

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

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

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

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

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

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

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

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

**19. OHIO WORKERS' COMPENSATION COVERAGE**

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

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

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

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

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

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

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

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

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

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

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

**23. PN 007 – 1/31/2021- DBE TRUCKING**

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations.

The Disadvantaged Business Enterprise (DBE) trucking firm must be able to quote and negotiate its own prices. The DBE trucking firm must also provide a quote for each project that the firm is to be utilized toward the project DBE goal.

The DBE will be responsible for the management and supervision of their trucking operation on each contract. A DBE is not performing a CUF if the contract exists for the purpose of creating the appearance of DBE participation.

The DBE must own and operate at least one fully licensed, insured, and operational truck used on the contract.

The DBE receives credit for the total value of the transportation services the DBE provides on the contract using trucks the DBE owns, insures, and operates using drivers it employs (not 1099/independent contractors).

The DBE may lease trucks on a long-term basis (a year or more) and receive full DBE credit as long as employees of the DBE operate the truck.

A lease must indicate that the DBE has exclusive use of and control over the truck, including responsibility of maintenance and insurance. This does not preclude the leased truck from working for others during the term of the lease with the DBEs consent, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the DBEs name and identification number as well.

The DBE must carry a copy of the lease agreement in the leased truck when working onsite.

Truck Monitoring:

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

1. A DBE firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the

firm both owns and operates distribution equipment for the products. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

2. When the materials or supplies are obtained from a DBE MSV (Materials and Supplies Vendor) manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier the prime contractor may receive credit for up to 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

- o Prime contractors must obtain information about the method of procurement for each item to be procured from a DBE MSV. The DBE Affirmation Form has been modified to accommodate this information.
- o To be eligible to receive 100% credit toward DBE goals for a materials and supplies subcontract:
  - The DBE MSV must be certified with the correct (manufacturer) NAICS code for the item
  - The DBE MSV must be certified with the correct descriptor for the item
  - The role the DBE MSV will play on the specific procurement in question must be consistent with the manufacture of the item, as indicated by the information
    - o provided by the DBE MSV
- o To be eligible to receive 60% credit toward DBE goals for a materials and supplies subcontract:
  - The DBE MSV must be certified with the correct (wholesale or retail) NAICS code for the item
  - The DBE MSV must be certified with the correct descriptor for the item
  - The role the DBE MSV will play on the specific procurement in question must be consistent with the regular sale or lease of the item, as indicated by the information provided by the DBE MSV
  - The item must not be drop-shipped
- o The above scenario applies to both bulk items (petroleum products, steel, cement, gravel, stone, asphalt, and others that ODOT may consider to be bulk items) and non-bulk items. For bulk items, there is an additional scenario whereby a contract with a DBE MSV could receive 60% credit. To be eligible to receive 60% credit toward DBE goals for a bulk item materials and supplies subcontract:
  - The DBE MSV must be certified with the correct (wholesale or retail and
    - o trucking) NAICS codes for the item
  - The DBE MSV must be certified with the correct descriptor for the item

- The role the DBE MSV will play on the specific procurement in question must be
  - consistent with the regular sale or lease of the item, as indicated by the
  - information provided by the DBE MSV
- The DBE MSV must deliver the bulk item from a non-DBE vendor to the prime contractor using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees.
- If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the fee or commission the DBE MSV receives for its services, and only if the following additional criteria are met:
  - The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents
    - and Brokers
  - The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.
- The usual good faith efforts process applies.
- All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

#### Z. DBE TRUCKING DISCLOSURE AFFIDAVIT

In order to ensure that Prime Contractors are monitoring DBE trucking/hauling operations on projects with federal funding, prime contractors must complete the DBE Trucking Disclosure Affidavits Section ("Affidavit") when completing and submitting the Prompt Payment Spreadsheet for reimbursement. The Affidavit will be completed by the Prime on the Prompt Payment Spreadsheet and once submitted will be routed to the project's SharePoint site. This information will be used to affirm DBE and non-DBE trucking utilized by each DBE firm performing those duties during the previous month. The LPA/ODOT will monitor trucking with the following requirements for all Local-let projects:

- Prime Contractors will be required to provide a master list of all anticipated DBE trucking firms to the District Construction Monitor (DCM) at the time of the Pre-Construction Meeting.
- If no DBE trucking is anticipated on a project, the Prime will check the box "No Anticipated DBE Trucking Affidavit" on the first submittal of the Prompt Payment Spreadsheet. If DBE trucking/hauling does occur, the Prime must notify the LPA within seven (7) days of the DBE trucking activity. The Prime will then complete the Affidavits as required below on each Prompt Payment Spreadsheet.
- Prime Contractors will be required to complete the Affidavit disclosing the DBE trucking operations when completing the new Prompt Payment Spreadsheet. the previous month. The Prime will Complete the Trucking Affidavit section on the Prompt Payment Spreadsheet on each reimbursement submittal. The Prime Contractor will select one of the following options on the Trucking Affidavit section of the form.

- ☐ The DBE firm performed trucking by utilizing their own equipment and workforce and/or work was subcontracted to another DBE (i.e., only trucking that can be counted for DBE participation was utilized).
    - No other information is required. The Prime will sign and submit the Affidavit.
  - ☐ The DBE firm utilized DBE & Non-DBE trucking.
    - If selected, the Prime will provide a list of non-DBE trucking that was utilized (i.e., not all trucking will earn DBE credit).
  - ☐ No trucking was performed.
    - No other information is required. The Prime will sign and submit the Affidavit.
- The DCM will perform a check of the Affidavit when reviewing the Prompt Payment Spreadsheet when submitted for reimbursement. The LPA and/or Compliance Managers will follow up on any red flags. For example, if the LPA compares information collected during the CUF process with the affidavit and sees any discrepancies.
  - Trucking will continue to be monitored at project sites by construction field staff and the LPAs.

#### AA. SANCTIONS AND ADMINISTRATIVE REMEDIES

BB.

**Failure by the prime contractor to follow the DBE Trucking Disclosure Affidavit requirements may result in the issuance of sanctions as follows:**

- **1st Level Occurrence:** The Department will issue a Letter of Reprimand to the contractor (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven days of the activity).
- **2nd Level Occurrence:** The Department may withhold an estimate in the amount due to the DBE trucking firm that the Affidavit was not submitted for (applies if there is a failure to submit the Affidavits and/or the Affidavits are not submitted timely; if the prime completes the No Anticipated DBE Trucking Affidavit, utilizes DBE trucking, and does not notify the LPA within seven days of the activity).
- **3rd Level Occurrence:** If a pattern of not submitting the Affidavit(s) persists or the Contractor has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- The Contractor's past project practices
- The magnitude and the type of offense
- The degree of the Contractor's culpability
- Any steps taken to rectify
- The Contractor's record of performance on other projects; and



- The number of times the Contractor has been previously sanctioned by ODOT.

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

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

Opening Prompt Payment (PP) Spreadsheet (Trucking Affidavit Section on PP Spreadsheet) through GoFormz:

1. Obtain a MyODOT account
  - a. Click [Link](#)
  - b. Click "Launch MyODOT"
  - c. Click: "Click Here"
  - d. Complete Account Application under "Request an Account"
2. Getting GoFormz Access
  - a. Email [GoFormz.Help@dot.ohio.gov](mailto:GoFormz.Help@dot.ohio.gov) put Create GoFormz Account in the subject line
  - b. Login for GoFormz will be emailed back
  - c. Click [www.goformz.com](http://www.goformz.com)

Addition guidance can be found by [Click Here](#)

## 24. PN 013 – 03/15/2019 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS

*Guidance for Bidders – Federally Funded Projects with a DBE Goal, to ensure compliance with the requirements outlined in PN 013* Click Link [LPA+DBE+Procedure.pdf \(ohio.gov\)](#)

### DBE UTILIZATION PLAN

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

The DBE Utilization Plan shall include the following information:

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

#### PROJECTS AWARDED ON ALTERNATES

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

#### DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources> (form name is DBE Termination Form) and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

The Apparent Low Bidder shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. You will then need to click the link of the webpage "DBE Affirmation Form (PN 013) – Projects sold after September 1, 2018, or thereafter. The DBE Affirmation Form will be utilized as written confirmation from each listed DBE firm that it is participating in the contract in the type and amount of work provided in the Bidder's DBE Utilization Plan. The Apparent Low Bidder shall submit a separate DBE Affirmation Form for each DBE it is utilizing for the DBE goal and their Good Faith Efforts package if they were not able to attain the DBE Goal via DBE participation.

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

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

prior to the time of bid submission to secure sufficient DBE participation on the project to meet the DBE goal although the Bidder was unable to do so. A DBE firm's failure to timely confirm information contained in the DBE Affirmation Form will be considered as good cause to terminate the DBE firm and will also be considered a part of the Apparent Low Bidder's Good Faith Efforts in meeting the goal.

## DBE BIDDERS

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

## JOINT VENTURES

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

## GOOD FAITH EFFORTS

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

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

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

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

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>

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

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

#### ADMINISTRATIVE RECONSIDERATION

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

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal Counsel, 1980 West Broad Street, MS 1500, Columbus, Ohio 43223 (with copy to the Office of Contract Sales, MS 4110), within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in-person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT's Office of Chief Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

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

#### TERMINATION OR REPLACEMENT OF A DBE

By submitting a DBE Utilization Plan, the Bidder is committing to use the DBE firms identified in the plan. The Apparent Low Bidder/Awarded Contractor shall utilize the specific DBEs listed in the DBE Utilization Plan to perform the work and supply the materials for which each is listed unless the Apparent Low Bidder/Awarded Contractor obtains written consent as provided in this paragraph. In order to request termination or substitution of a DBE firm, the Apparent Low Bidder/Awarded Contractor shall utilize the Request to Terminate/Substitute DBE Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. Once on the webpage, scroll down to the form named "DBE Termination Form (PN013)"

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

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

#### GOOD CAUSE

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

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

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

#### REPLACEMENT

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

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

#### ADDITION

In the event additional DBE participation is required for the project, the Awarded Contractor shall utilize the DBE Affirmation Form located at <https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>. The DBE Affirmation Form, "DBE Affirmation Form (PN013) – Projects sold on September 1, 2018, or thereafter", will be utilized as written confirmation from each DBE firm that it is participating in the contract in the kind and amount of work on the project.

#### WRITTEN NOTICE TO DBE

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

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

#### GOAL ATTAINMENT POST AWARD

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

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

#### SANCTIONS AND ADMINISTRATIVE REMEDIES

##### PRE-BID

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

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

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

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

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

- the magnitude and the type of offense
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects including, but not limited to:
  - annual DBE participation



- annual DBE participation on projects without goals
- the number of complaints ODOT has received regarding the Contractor
- the number of times the Contractor has been previously sanctioned by ODOT

## **25. PN - 031 – 9/1/2020 – Local-let Construction Projects**

The U.S. Department of Transportation's (DOT's) rules related to Disadvantaged Business Enterprises are published in the Code of Federal Regulations (CFR), 49 CFR Part 26. Within 49 CFR Part 26, 49 CFR 26.29 lays out the prompt payment requirements that apply to ODOT (the Department), its subrecipients (LPA's), and, by extension, both Prime Contractors and Subcontractors (including non-DBEs). The 49 CFR 26.29 requirements apply only to federally funded contracts (i.e., contracts with DOT financial assistance). The Prime Contractor must comply with this Proposal Note and the Department's prompt payment requirements as published in 107.21 of the Construction and Materials Specifications (C&MS).

The Department will monitor payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting must take place through a web-based submission on GoFormz. Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

The Prime Contractor must report the following information:

- 1.) The name of the payee
- 2.) The dollar amount of the payment to the payee
- 3.) The date the payee was paid
- 4.) The amount of retainage withheld (if any).

The Prime Contractor must sign each reported payment and submit to ODOT via the GoFormz website.

If the Prime Contractor fails to submit the aforementioned documentation with each invoice, they will be determined to be non-compliant, and invoices will not be processed for payment.

Payees must verify each payment reported by the payer within 30 days of the payment being signed by the payer. This verification must include:

- 1.) Whether the payment was received, and if so, whether it was as expected or not
- 2.) The dollar amount of the payment received
- 3.) The date the payment was received

## **SANCTIONS AND ADMINISTRATIVE REMEDIES**

Failure by the prime contractor to follow Prompt Payment requirements may result in the issuance of sanctions as follows:

1st Tier: Letter of Reprimand

2nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance

3rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented, or withheld information, ODOT can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the magnitude and the type of offense
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects
- the number of times the Contractor has been previously sanctioned by ODOT.

**26. WAIVER OF CM&S 614.03**

ODOT's 2019 Construction and Material Specifications section 614.03, third paragraph, does not apply to any project which is not physically located on the National Highway System (NHS), and/or does not impact NHS traffic in any way.

**27. ODOT AS OBLIGEE ON BOND**

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

**28. NON-DISCRIMINATION PROVISIONS**

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

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

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

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

(4) **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

## 29. **PN 095 – 03/30/2020 Potential Impacts and Delays Due to COVID-19**

In an effort to anticipate the potential impacts to the Project caused by the COVID-19 threat and in following direction from the Governor and other authorities, the Contractor is on notice of the need to comply with all federal, state, and local orders generated to prevent the spread of contagious or infectious diseases, including the Stay-at-Home Order from the Ohio Director of Health dated March 22, 2020, and subsequent orders, located through the following website:

<https://coronavirus.ohio.gov/wps/portal/gov/covid-19/home>

Contractor is on notice that the Project is considered essential, and that the contractor and his employees, subcontractors and suppliers are considered essential businesses and performing essential functions as defined under the Stay-at-Home Order.

Notwithstanding any other provisions of the contract documents, in the event of project delay or impacts to performance due to a voluntary or mandatory COVID-19 virus Directives, Orders, quarantine or closure directed by government authorities, either party may, by providing notice to the other party as required under CMS 108.02(F), extend the Completion Date for a period of up to thirty (30) days. Extensions under this paragraph shall be considered an excusable, non-compensable delay in accordance with CMS 108.06(B). If any portion of the Work is still not able to be performed upon the expiration of the extension, either party may provide notice to the other party requesting a termination for convenience under 108.09. The termination for convenience remains at the sole discretion of the LPA's Person in Responsible Charge in conjunction with the Office of Local Programs.

The Contractor and LPA will exercise best efforts to utilize remote services to perform Work that otherwise cannot be performed in person due to a voluntary or mandatory COVID19 virus quarantine, closure, or impact as directed by Stay-at-Home Order.

Impacts to the Project generated by the Stay-at-Home Order shall not be considered an "issue" under 108.02 (F) for Projects sold after the date of this Note. Contractors are on notice that their bids should

include any impacts they foresee or should have reasonably foreseen due to the Stay-at-Home Order or existing or reasonably foreseeable orders by any other federal, state or local official.

If any emergency order or declaration of any government official is lifted at any time, the LPA will provide written notice to the Contractor that this Note shall be considered void thirty (30) days after receipt of the written notice. If the Stay-at-Home Order from the Ohio Director of Health dated March 22, 2020, is lifted at any time, this Note shall be considered null and void thirty (30) days after the lifting of those orders.

**30. PN 015 – 04/17/2020 - CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS**

The required contract provisions for federal-aid construction contracts (contained in Form FHWA 1273 revised May 2012 and located here) are hereby incorporated by reference as if rewritten herein. Form FHWA-1273 shall be physically incorporated in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreement for supplies or services related to a construction contract). The prime contractor shall be responsible for ensuring that the FHWA-1273 is physically incorporated into all lower-tier subcontracts.

**SANCTIONS AND ADMINISTRATIVE REMEDIES**

Failure by the prime contractor to include the provisions of FHWA-1273 in their contract or in their lower-tier subcontracts may result in the issuance of sanctions as follows:

1st Tier: Letter of Reprimand

2nd Tier: Damages equivalent to the daily liquidated damages amount found in section 108.07 for each incident of non-compliance

3rd Tier: If a pattern of paying damages persists or the Contractor has falsified, misrepresented, or withheld information, the LPA can pursue other remedies available by law including suspension, revocation, and/or debarment.

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

- the magnitude and the type of offense
- the degree of the Contractor's culpability
- any steps taken to rectify
- the Contractor's record of performance on other projects; and
- the number of times the Contractor has been previously sanctioned by the LPA.

**31. PN 032 – 01/31/2021 – C92s Required on - Local-let Construction Projects**

State and Federal law requires that all contractors and subcontractors participating on state or federally funded projects be evidenced in writing and in conformity with all applicable state and federal laws and regulations.

Effective immediately, all projects advertising after 2/1/2021, will require that a Request to Sublet (C92) form is completed for each subcontractor working on the project prior to the start of work.

A template for this form may be found and submit via the GoFormz website located at [www.goformz.com](http://www.goformz.com).

**32. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (Electronic Form FHWA 1273 – July 5, 2022) (SEE NEXT PAGE)**

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments
- (2) Assessing sanctions
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed, or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees (29 CFR 5.5)**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

\*\*\*\*\*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**PROPOSAL NOTE**  
**100**

**STATE OF OHIO**

**DEPARTMENT  
OF  
TRANSPORTATIO  
N  
COLUMBUS,  
OHIO**

**LPA  
CONSTRUCTION AND MATERIAL  
SPECIFICATIONS**

**07/16/2021**



**An Equal Opportunity Employer**

**Local Public Agency:  
City of Canton**

**Date:**

**November 2, 2022**

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## A. 100 GENERAL PROVISIONS

### 1. 101 DEFINITIONS AND TERMS

**101.01 General.** These Construction and Material Specifications are written to the Bidder before award of the Contract and to the Contractor after award of the Contract. The sentences that direct the Contractor to perform Work are written as commands. For example, a requirement to provide coldweather protection would be expressed as, “Provide cold-weather protection for concrete,” rather than “The Contractor shall provide cold-weather protection for concrete.” In the imperative mood, the subject “the Bidder” or “the Contractor” is understood.

All requirements to be performed by others have been written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, “The Engineer will determine the density of the compacted material.” Certain requirements of the Contractor may also be written in the active voice, rather than the active voice and imperative mood, if the sentence includes requirements for others in addition to the Contractor. For example, “After the Contractor provides initial written notice, the Engineer will revise the Contract as specified in [104.02](#).”

Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in indicative mood. These types of sentences use verbs requiring no action. For example, “The characteristics of the soils actually encountered in the subgrade may affect the quality of the cement and depth of treatment necessary.”

**101.02 Abbreviations.** The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	<a href="#">American Association of Nurserymen</a>
AASHTO	<a href="#">American Association of State Highway and Transportation Officials</a>
AC	Asphalt Cement (pavement), Alternating Current (traffic)
ACBFS	Air Cooled Blast Furnace Slag (aggregate)
ACI	<a href="#">American Concrete Institute</a>
ACIA	Asynchronous Communications Interface Adapter (traffic controller)
ADT	Average Daily Traffic
ADTT	Average Daily Truck Traffic
AIC	Amps Interrupting Capacity
AISC	<a href="#">American Institute of Steel Construction</a>
AISI	<a href="#">American Iron and Steel Institute</a>
ANFO	Ammonium Nitrate and Fuel Oil
ANSI	<a href="#">American National Standards Institute</a>
AOS	Apparent Opening Size (fabric)
AREA	<a href="#">American Railway Engineering Association</a>
AMRL	<a href="#">AASHTO Material Reference Library</a>
ASCE	<a href="#">American Society of Civil Engineers</a>
ASLA	American Society of Landscape Architects
ASME	<a href="#">American Society of Mechanical Engineers</a>
ASTM	<a href="#">American Society for Testing and Materials</a>
AWG	American Wire Gauge

AWWPA [American Wood Preservers' Association](#)  
 AWS [American Welding Society](#)  
 AWWA [American Water Works Association](#)  
 BBR Bending Beam Rheometer (asphalt binder test)  
 BMP Best Management Practice (erosion)  
 BOF Basic Oxygen Furnace (aggregate)  
 BSG Bulk Specific Gravity  
 BTEX Benzene, toluene, ethyl benzene, and xylene (a soil test)  
 BUSTR [Bureau of Underground Storage Tank Regulations \(Division of Fire Marshal\)](#)  
 C&MS Construction and Material Specifications  
 CAPWAP [Case Pile Wave Analysis Program](#)  
 CBAE Cut Back Asphalt Emulsion  
 CCRL [Cement and Concrete Reference Laboratory](#) CCS Crushed Carbonate Stone  
 CECI Contactors Erosion Control Inspector  
 CFR [Code of Federal Regulations](#)  
 CIE [Commission Internationale d'Eclairage](#) (illumination)  
 CPE Construction Project Engineer (LPA Local-let Project specific)  
 CPESC Certified Professional in Erosion and Sediment Control  
 CRS Cationic Rapid Set (asphalt emulsion) CRSI  
[Concrete Reinforcing Steel Institute](#)  
 CSS Cationic Slow Set (asphalt emulsion)  
 CVN Charpy V-notch (steel test)  
 CWT Hundred Weight (100 lbs)  
 DC Direct Current  
 DCA [District Construction Administrator](#) Owner  
 DCE [District Construction Engineer](#)  
 DDD [District Deputy Director](#) Owner  
 DET [District Engineer of Tests](#) Owner  
 DGE [District Geotechnical Engineer](#) Owner  
 DLS Data Logging System (traffic markings)  
 DNR [Department of Natural Resources](#)  
 DRC Dry Rodded Condition (asphalt aggregate test)  
 DSR Dynamic Shear Rheometer (asphalt binder test)  
 DZA Deficient Zone Average (concrete test)  
 EAF Electric Arc Furnace  
 EDA Earth Disturbing Activity  
 EEI [Edison Electric Institute](#)  
 EIA [Electronic Industries Alliance](#)  
 EPA [Environmental Protection Agency](#)  
 EQS Exceptional Quality Solids (compost)  
 FAA Fine Aggregate Angularity (asphalt aggregate)

FCM Fracture Critical Member (steel test)  
 FEMA [Federal Emergency Management Agency](#)  
 FHWA [Federal Highway Administration, Department of Transportation](#) FRP Fiber Reinforced Polymer  
 FSS [Federal Specifications and Standards, General Services Administration](#) GGBFS  
 Ground Granulated Blast Furnace Slag  
 GS Granulated Slag  
 HDPE High Density Polyethylene  
 HMWM High Molecular Weight Methacrylate  
 ICEA [Insulated Cable Engineers Association](#)  
 IEEE [Institute of Electrical and Electronic Engineers](#)  
 IES [Illuminating Engineering Society](#)  
 IMSA [International Municipal Signal Association](#)  
 IPCEA [Insulated Power Cable Engineers Association](#)  
 IPS International Pipe Standard ISSA  
[International Slurry Seal Association](#)  
 ITE [Institute of Transportation Engineers](#) ITS  
 Intelligent Transportation System  
 IZEU Inorganic Zinc Epoxy Urethane  
[JMF](#) Job Mix  
 Formula LED Light  
 Emitting Diode  
 LPA Local Public Agency  
 LWT Loaded Wheel Test (asphalt  
 test) MBF Thousand Board Feet (wood)  
 MC Medium Cure (asphalt emulsion)  
 MCB Microchannel Bus (traffic controller)  
 MOV Metal Oxide Varistor (traffic controller)  
 MPI Magnetic Particle Inspection (steel test)  
 MSG Maximum Specific Gravity (asphalt)  
 MTD Maximum Theoretical Density (asphalt)  
 NACE [National Association of Corrosion Engineers](#)  
 NCHRP [National Cooperative Highway Research Program](#)  
 NEMA [National Electrical Manufacturers Association](#)  
 NHI [National Highway Institute](#)  
 NIST [National Institute of Standards and Technology](#)  
 NOI Notice of Intent  
 NPDES [National Pollutant Discharge Elimination System](#)  
 OAC [Ohio Administrative Code](#)  
 ODOT [Ohio Department of Transportation](#)  
 OEPA [Ohio Environmental Protection Agency](#) OH Open Hearth (aggregate)  
 OHWM Ordinary High Water Mark  
[OMM](#) [Office of Materials Management](#) (the Central Office Laboratory)

OMUTCD [Ohio Manual of Uniform Traffic Control Devices](#)  
 ORC [Ohio Revised Code](#)  
 ORDC [Ohio Rail Development Commission](#)  
 OSHA [Occupational Safety and Health Administration](#)  
 OTO [Office of Traffic Operations](#)  
 OWPCA [Ohio Water Pollution Control Act](#)  
 OZEU Organic Zinc Epoxy Urethane  
 PAT Project Average Thickness  
 (concrete test)  
 PAV Pressure Aging Vessel (asphalt binder test)  
 PB Polybutylene (conduit)  
 PCC Portland Cement Concrete  
 PCS Petroleum Contaminated Soil  
 PDA Pile Dynamic Analysis (steel piling)  
 PE Polyethylene (conduit)  
 PG Performance Grade (asphalt binder grading system)  
 pH Potential of Hydrogen  
 PLS Pure Live Seed  
 PRC Person in Responsible Charge (representation of the Local Public Agency)  
 PVC Polyvinyl chloride  
 QA Quality Assurance  
 QC Quality Control  
 QCFS Quality Control Fabricator Specialist (structures)  
 QCP Quality Control Program, or Plan, or Points (steel test)  
[QPL](#) Qualified Products List  
 RAP Reclaimed Asphalt Pavement  
 RAS Reclaimed Asphalt Shingles  
 RC Rapid Cure (asphalt emulsion)  
 REA Rural Electrification Act  
 RFI Radio Frequency Interference (traffic controller)  
 RH Relative Humidity  
 RMS Root Mean Square (traffic controller)  
 RPCC Recycled Portland Cement Concrete  
 RPM Raised Pavement Marker (traffic)  
 RS Rapid Set (asphalt emulsion)  
 RTFO Rolling Thin-Film Oven (asphalt binder  
 test) RUS [Rural Utilities Service](#)  
 SAE [Society of Automotive Engineers](#)  
 SBA Styrene Butadiene  
 Amine SBR Styrene  
 Butadiene Rubber  
 SBS Styrene Butadiene Styrene  
 SCD Standard Construction Drawing  
 SDS Safety Data Sheets  
 SF Standard Fabricated members (structures)

SI	International System of Units (Metric)
SM	<a href="#">AASHTOWare Project Sitemanager™</a> SMA Stone Matrix Asphalt
SPD	Surge Protection Device (traffic controller)
SPST	Single Pole / Single Throw (traffic controller)
SS	Slow Set (asphalt emulsion)
SSD	Saturated Surface Dry (aggregate)
SSPC	<a href="#">Society for Protective Coatings</a>
SWPPP	Storm Water Pollution Prevention Plan
TAP	Traffic Authorized Product
TCE	Trichloroethylene
TMPTA	Tri-methylolpropane Tri-acrylate (paint)
TNP	Total Neutralizing Power
TODS	Tourist-Oriented Directional Signs
TSEC	Temporary Sediment and Erosion
Control TSR	Tensile Strength Ratio
(asphalt mix test) UF	Unique Fabricated
members (structures) UL	<a href="#">Underwriters' Laboratories, Inc.</a>
USACE	<a href="#">United States Army Corps of Engineers</a>
USC	<a href="#">United States Code</a>
VA	Verification Acceptance
VAC	Volts Alternating Current
VCA	Volume of Coarse Aggregate (asphalt mix test)
<a href="#">VECP</a>	Value Engineering Change Proposal
VMA	Voids in the Mineral Aggregate
VME	VersaModule Eurocard (traffic controller)
WDT	Watchdog Timer
WEAP	Wave Equation Analysis (steel piling)
WPS	Welding Procedure Specification (steel test)
WZRPM	Work Zone Raised Pavement Marker (traffic)
XCU	Explosion, Collapse and Underground

**101.03 Definitions.** The following terms or pronouns, when used in the Contract Documents, are defined as follows:

**Advertisement.** The public announcement, as required by law, inviting Bids for Work to be performed or materials to be furnished.

**Award.** The written acceptance by the PRC and/or CPE of a Bid.

**Bid.** The offer of a Bidder, on the prescribed form properly signed and guaranteed, to perform the Work and to furnish the labor and materials at the prices quoted.

**Bid Documents.** The Bid Documents include the Invitation for Bids, Addenda, Proposal, , contract form and required bonds, Specifications, [Supplemental Specifications](#), Special Provisions, general and detailed plans, Plan notes, standard construction drawings identified in the Plans, notice to Contractor, and any other document designated by the LPA as a Bid Document, all of which constitute one instrument.

**Bidder.** An individual, firm, or corporation submitting a Bid for the advertised Work, acting directly or through the duly authorized representative, and qualified as provided in the [ORC 5525.02 to 5525.09](#).

**Bridge.** A structure, including supports, erected over a depression or an obstruction, such as water, a highway, or a railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of 10 feet (3.048 m) or more between undercopings of abutments or extreme limits of openings for multiple boxes.

**A. Length.** The length of a bridge structure is the over-all length measured along the centerline of the roadway surface.

**B. Roadway Width.** The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or, in the case of multiple heights of curbs, between the bottoms of the lower risers. For curb widths of 1 foot (0.3 m) or less, the roadway width is measured between parapets or railings.

**Calendar Day or Day.** Every day shown on the calendar.

**Certified Test Data.** A test report from a manufacturer's or an independent laboratory approved by the Director listing actual test results of samples tested for compliance with specified Department and/or LPA requirements. The LPA will accept certified test data from manufacturers' laboratories if their products have been used satisfactorily on prior Department contracts and their test data has been confirmed. Include a statement that the test data furnished is representative of the material furnished to a Department project or to a supplier. The report is identified by number or date and identifies the LPA project or supplier to which the material is shipped. Submit reports signed by a person having legal authority to act for the manufacturer or independent laboratory.

**Change Order.** A written order issued by the PRC and/or CPE to the Contractor, covering changes to the terms and conditions, plans and/or quantities, within or beyond the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

**Completion Date.** The date, as shown in the Contract Documents, on which the Work contemplated shall be completed.

**Construction Limits.** These limits must encompass all Work. This includes removals, room for construction equipment to complete work, site access, etc.

**Construction Project Engineer.** Designee by the LPA to serve as the main contact for the Contractor, ODOT, FHWA, and any other agencies having an interest in the Project. The CPE is someone who is tasked with managing a Local-let LPA contract who is either a Professional Engineer or is working under the purview of a Professional Engineer.

**Contract.** The written agreement between the LPA and the Contractor setting forth the obligations of the parties, including, but not limited to, the performance of the Work and the basis of payment.

**Contract Item (Pay Item).** A specifically described unit of Work for which a price is provided in the Contract.

**County.** The designated county in which the Work specified is to be done.

**Culvert.** Any structure not classified as a Bridge that provides an opening under the roadway.

**Department.** Owner.

**Director.** Owner's Representative.

**District Testing.** The Departments district testing laboratories.

**Engineered Drawings.** A type of Working Drawing that requires the practice of engineering as defined in [ORC 4733.01\(E\)](#). Examples of Engineered Drawings include: Excavation Bracing Plans, Demolition Plans, Erection Plans, Falsework Plans, Cofferdam Plans, Causeway Plans, Jacking and Temporary Support Plans, Plans for Heavy Equipment on Structures, Plans for structures for Maintaining Traffic, and Corrective Work Plans.

**Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**Extra Work Contract.** A Contract concerning the performance of Work or furnishing of materials involving Extra Work. Such Extra Work may be performed at agreed prices or on a force account basis. **Fabricator.** The individual, firm, or corporation that fabricates structural metals or prestressed concrete members as an agent of the Contractor.

**Final Inspector..** Owner.

**Inspector.** The Engineer's authorized representative assigned to make detailed inspections of Contract performance.

**Invitation for Bids.** The invitation for Proposals for all Work on which Bids are required. Such Proposal will indicate with reasonable accuracy the quantity and location of the Work to be done or the character and quality of the material to be furnished and the time and place of the opening of Proposals.

**Local.** The [LPA responsible for managing the construction contract and](#) acting through its authorized representative.

**Materials.** Any materials or products specified for use in the construction of the Project and its appurtenances.

**Partnering.** A collaborative process for project cooperation and communication meant to achieve effective and efficient contract performance and completion of the Project within budget, on schedule, safely and with requisite quality in accordance with the contract.

**Person in Responsible Charge (PRC).** Serves as the agency contact for all issues or inquiries and ensures that all applicable state and federal regulations are followed on the project

**Plans.** The drawings, standard construction drawings and supplemental drawings provided by the Department that show the location, character, dimensions, and details of the Work.

**Professional Landscape Architect.** A landscape architect registered with the Ohio Landscape Architects Board to practice landscape architecture in the State of Ohio.

**Profile Grade.** The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

**Project Limits.** Project limits are points on the mainline centerline of construction where the proposed improvement, as described in the project description on the Title Sheet (excluding incidental construction), begins and ends

**Project Right-of-Way.** That portion of the Right-of-Way between the beginning and end of the Project.

**Project.** The specific section of the highway or route together with all appurtenances and/or Work to be performed thereon under the Contract.

**Proposal.** The approved form on which the LPA requires Bids to be prepared and submitted for the Work.



**Reasonably Close Conformity.** Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the LPA.

**Registered Engineer.** An engineer registered with the [Ohio State Board of Registration for Professional Engineers and Surveyors](#) to practice professional engineering in the State of Ohio

**Registered Surveyor.** A surveyor registered with the [Ohio State Board of Registration for Professional Engineers and Surveyors](#) to practice professional surveying in the State of Ohio.

**Right-of-Way.** A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a highway.

**Road.** A general term denoting a public way for purposes of vehicular travel, including the entire area within the Right-of-Way, as defined in the ORC.

**Roadbed.** The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulder.

**Roadside.** The areas between the outside edges of the shoulders and the Right-of-Way boundaries. Unpaved median areas between inside shoulders of divided highways and infield areas of interchanges are included.

**Roadside Development.** Those items necessary to the highway that provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching, and the placing of other ground covers; such suitable planting; and other improvements as may increase the effectiveness and enhance the appearance of the highway.

**Roadway.** The portion of a highway within limits of construction.

**Shoulder.** The portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**Sidewalk.** That portion of the roadway primarily constructed for the use of pedestrians.

**Special Provisions.** Additions and revisions to the standard and [Supplemental Specifications](#) covering conditions peculiar to an individual Project.

**Specifications.** The directions, provisions, and requirements contained herein as supplemented by the [Supplemental Specifications](#) and Special Provisions.

**State.** Owner.

**Street.** A general term denoting a public way for purpose of vehicular travel, including the entire area within the Right-of-Way.

**Structures.** Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other features that may be encountered in the Work and not otherwise classed herein.

**Subgrade.** The portion of a Roadbed upon which the pavement structure and shoulders are constructed.

**Substructure.** All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with backwalls and wings.

**Superintendent.** The Contractor's authorized representative in responsible charge of the Work.

**Superstructure.** The entire structure except the Substructure.

**Supplement.** A list of requirements for fabrication plants, methods of test, or other miscellaneous requirements that are maintained on file in the Office of the Director.

**Supplemental Agreement.** A written agreement executed by the Contractor and by the PRC and/or CPE covering necessary alterations.

**Supplemental Specifications.** Detailed specifications supplemental to or superseding these Specifications.

**Surety.** The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**Titles (or Headings).** The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

**Waters of the United States.** Waters that are under the jurisdiction of the Corps of Engineers under the Clean Water Act as defined by [33 CFR Ch. II Part 328](#), which as applied to Ohio means: the Ohio River and Lake Erie and any other river, stream, creek, lake, pond, or wetland that drains directly or indirectly into the Ohio River or Lake Erie.

**Work Limits.** Work Limits are the extreme limits of the contractor's responsibility on a project, including all temporary and incidental construction, with the exception of work zone traffic control devices required for maintenance of traffic.

**Workday.** A calendar day that the Contractor normally works.

**Working Drawings.** Contractor submitted drawings for work, not otherwise defined in the Bid Documents, and require LPA acceptance. Examples of Working Drawings include: Engineered Drawings, installation plans, certified drawings, and any other supplementary plans or similar data that the Contractor is required to submit for acceptance.

**101.04 Interpretations.** In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."

## 2. 102 BIDDING REQUIREMENTS AND CONDITIONS

**102.01 Prequalification of Bidders.** A Bidder must be prequalified by the Department according to [ORC Chapter 5525](#) and the rules and regulations governing prequalification in order to submit a Bid. Upon request, the Department will provide a prequalification application, applicable rules and regulations, and other relevant information. For prospective Bidders that are not yet prequalified, furnish the Department with a properly completed prequalification application at least 30 days before the date specified for the receipt of Bids. The prequalification certificate is the Bidder's license to Bid and perform construction for the Department.

Subcontractors are not subject to the prequalification requirement unless otherwise specified by the LPA. The Prime Contractor will perform no less than 30 percent of the total original contract price unless a greater percentage is specified.

For foreign Contractors, refer to [ORC 5525.18](#) and [Ohio Administrative Rule 5501:2-3-07](#).

**102.02 Contents of Bid Documents.** Use the Proposal to prepare and submit Bids for the Work.

Upon request, the LPA will provide Bid Documents that include or reference the following:

- A. Location and description of the Project.
- B. Estimate of quantities and description of the Work.
- C. Time to complete the Work.
- D. Amount of the Proposal Guaranty.
- E. LPA's deadline for receiving a completed Bid.
- F. Schedule of contract items.
- G. Standard Specifications, Special Provisions, [Supplemental Specifications](#), and the Plans.
- H. Proposal.

**102.03 Issuance of Proposals.**

- A. **General.** Upon request, the LPA will provide applicable rates and other relevant information for obtaining bidding information and submitting a Bid.
- B. **LPA Will Not Issue.** The LPA may refuse to sell or issue Bid Documents to a prospective Bidder for any of the following reasons:
  - 1. The prospective Bidder owes the LPA for previously issued plans.
  - 2. The prospective Bidder has defaulted on previous contracts.
  - 3. The prospective Bidder is debarred from bidding on and receiving Department contracts.
  - 4. The prospective Bidder is currently in the debarment process.

**102.04 Interpretation of Quantities in Proposal.** See Modified General Conditions, paragraph 13.03.B.

**102.05 Examination of Bid Documents and Project Site and Submission of Prebid Questions.** See Page ITB-1, paragraphs A and B

**102.06 Preparation of Bids.** See Instructions to Bidders, page ITB-3, paragraph H.

**102.07 Duty to Notify of Errors in Bid Documents.** Notify the LPA of errors and omissions in the Bid Documents. The Contractor's duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored.

Failure to provide the required notification prior to the opening of bids shall constitute a waiver by the Contractor and does not obligate the LPA for any costs based upon any apparent or patent ambiguity arising from insufficient data or obvious errors in the Bid documents. Knowingly withholding information regarding an error or omission in the Bid Documents, or intentionally misrepresenting an item of Work for financial or competitive gain may result in civil or criminal penalties in excess of the value of the item bid.

**102.08 Unbalanced Bidding.** Bid all items correctly and price each quantity as indicated in the Bid Documents. The LPA will reject a Mathematically Unbalanced Bid if the Bid is also Materially Unbalanced. A Mathematically Unbalanced Bid is a Bid containing lump sum or unit price items that do not include reasonable labor, equipment, and material costs plus a reasonable proportionate share of the Bidder's overhead costs, other indirect costs, and anticipated profit. A Materially Unbalanced Bid is when the LPA determines that an award to the Bidder submitting a Mathematically Unbalanced Bid will not result in the lowest ultimate cost to the LPA.

**102.09 Proposal Guaranty.**

See Instruction to Bidders, page ITB-5, paragraphs 7.e and 8.a, and Bid Guarantee and Contract Bond, pages BGCB-1 and BGCB-2.

**102.10 Delivery of Bid.**

See Instructions to Bidders, page ITB-3, paragraph H.

**102.11 Withdrawal of Bids.**

See Instructions to Bidders, page ITB-15, paragraph S.3.

**102.12 Combination Proposals.** The LPA may elect to issue Bid Documents for projects in combination or separately, so that Bids may be submitted either on the combination or on separate units of the combination. The LPA reserves the right to make awards on combination Bids or separate Bids to the best advantage of the LPA. The LPA will not consider combination Bids, other than those it specifically identifies in the Bid Documents. The LPA will write separate Contracts for each individual Project included in the combination.

**102.13 Public Opening of Bids.** The LPA will publicly open Bids at the time and place indicated in the notice to Contractors. The LPA will announce the total Bid amount for each Bid.

Bidders or their authorized agent and other interested persons are invited to the opening.

The LPA may postpone the receipt of Bids or the opening of Bids time. If the LPA changes the hour or the date of the receipt of Bids or the opening of Bids, it will issue an addendum or public notice to notify prospective Bidders.

**102.14 Disqualification of Bidders.**

. The Department will declare a Bid non-responsive and ineligible for award when any of the following occur:

- A. The Bidder lacks sufficient prequalification work types or dollars to be eligible for award.
- B. The Bidder fails to furnish the required Proposal Guaranty in the proper form and amount.
- C. The Bid contains unauthorized alterations or omissions.
- D. The Bid contains conditions or qualifications not provided for in the Bid Documents.
- E. The Proposal is not prepared as specified.
- F. A single entity, under the same name or different names, or affiliated entities submits more than one Bid for the same Project.

G. The Bidder fails to submit a unit price for each contract item listed, except for lump sum items where the Bidder may show a price in the “Bid Amount” column for that item.

H. The Bidder fails to submit a lump sum price where required.

I. . The Bidder is debarred from submitting Bids.

J. The Bidder has defaulted, has had a Contract terminated for cause by the Department, has either agreed not to Bid or has had debarment proceedings initiated against the Bidder’s company and/or its key personnel.

K. The Bidder submits its Bid or Proposal Guaranty on forms other than those provided by the Department.

L. The Bidder submits a Materially Unbalanced Bid as defined by 102.08.

M. The Bidder fails to acknowledge addenda.

N. The Department finds evidence of collusion.

O. Any other omission, error, or act that, in the judgment of the Department, renders the Bidder’s bid non-responsive.

#### **102.15 Material Guaranty.**

See Modified General Conditions, page 26, paragraph 7.03.B.

**102.16 Certificate of Compliance with Affirmative Action Programs.** Before any Contract is awarded, the LPA will require the Bidder to furnish a valid Certificate of Compliance with Affirmative Action Programs, issued by the [State EEO Coordinator](#).

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

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

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

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

Failure of the Contractor to require a Subcontractor to be enrolled in and be in good standing in the an OBWC-approved DFSP prior to the time that the Subcontractor provides labor at the Site, shall result in the Contractor being found in breach of the Contract and that breach shall be

used in the responsibility analysis of that Contractor or the Subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.

3. 103 AWARD AND EXECUTION OF CONTRACT

**103.01 Consideration of Proposals. See Modified General Conditions paragraph 13.03.A**

The LPA may reject any or all Bids, waive technicalities, or advertise for new Bids without liability to the LPA.

**103.02 Award of Contract.**

See Instructions to Bidders, page ITB-6, paragraph I.

**103.03 Cancellation of Award.** The LPA may cancel a Contract award at any time before all parties sign the Contract without liability to the LPA.

**103.05 Requirement of Contract Bond.** The contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of the estimate as security for the faithful performance of its contract. In addition to the project Owner, ODOT shall be named as an obligee. Furnish Contract Bonds within 10 days after receiving notice of award.

**103.06 Execution of Contract.**

. See Instructions to Bidders, page ITB-11, paragraph J.1

**103.07 Failure to Execute Contract.** If the successful Bidder fails to sign the Contract and furnish the Contract Bonds, the LPA will have just cause to cancel the award. The LPA may award the Contract to the next lowest responsive Bidder, re-advertise the Work, or take any other action decided by the PRC and/or CPE.

4. 104 SCOPE OF WORK

**104.01 Intent of the Contract Documents. See Modified General Conditions paragraph 3.01.B.**

**104.02 Revisions to the Contract Documents.**

**A. General.** The LPA reserves the right to revise the Contract Documents at any time. Such revisions do not invalidate the Contract or release the Surety, and the Contractor agrees to perform the Work as revised.

The provisions of this section are subject to the limitation of the ORC.

**B. Differing Site Conditions. See Modified General Conditions paragraph 5.04.**

**C. Suspension of Work. See Modified General Conditions paragraph 16.01.**

**D. Significant Changes in Character of the Work.** The Engineer may increase or decrease quantities and alter the Work as necessary to complete the Project. The Engineer will make

appropriate adjustments according to Modified General Conditions, page 10, paragraph 4.05 and Modified General Conditions page 40, paragraph 11.04, if such alterations significantly change the character of the Work.

If the Contractor disagrees as to whether an alteration constitutes a significant change, use the notification procedures specified in 108.02.F.

The term “significant change” is defined as follows:

1. when the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
2. when the product of the quantity in excess of the estimated quantity of a contract item and the unit price exceeds the limits set forth in Table [104.02-1](#).

1) TABLE 104.02-1

Contract Price	Contract Limits
Up to \$500,000	\$25,000
\$500,001 to \$2,000,000	5% of Total Contract Price
Over \$2,000,000	\$100,000

A quantity underrun is defined as follows:

- a. the estimated quantity of a contract item exceeds four units (this minimum quantity does not apply to pavement markings measured in units of miles), and
- b. the decrease in quantity of any unit price Contract Item exceeds 25 percent of the estimated quantity, and
- c. the total of all such adjustments for all Contract Items is more than \$400.

Then after the determination of final quantities according the Engineer will adjust the unit prices for the affected Contract item by multiplying the bid unit price by the factor obtained from Table 104.02-2.



2) TABLE 104.02-2

% Decrease	Factor	% Decrease	Factor
25	1.08	57	1.33
26 to 27	1.09	58	1.35
28 to 29	1.10	59	1.36
30 to 31	1.11	60	1.38
32 to 33	1.12	61	1.39
34 to 35	1.13	62	1.41
36	1.14	63	1.43
37 to 38	1.15	64	1.44
39	1.16	65	1.46
40 to 41	1.17	66	1.49
42	1.18	67	1.51
43	1.19	68	1.53
44 to 45	1.20	69	1.56
46	1.21	70	1.58
47	1.22	71	1.61
48	1.23	72	1.64
49	1.24	73	1.68
50	1.25	74	1.71
51	1.26	75	1.75
52	1.27	76	1.79
53	1.28	77	1.84
54	1.29	78	1.89
55	1.31	79	1.94
56	1.32	80 and over	2.00

When the increase in quantity or decrease in quantity of any unit price contract item does not exceed the limits set forth in Tables [104.02-1](#) and [104.02-2](#), the change is considered a minor change.

The Department will pay for minor changes in the Work at the unit bid price.

**E. 635.109(a)(3) Eliminated Items.**

The LPA may partially or completely eliminate contract items.

The LPA will only make an adjustment to compensate the Contractor for the reasonable cost incurred in preparation to perform significantly changed work as set forth in [104.02.D](#) or work completely eliminated prior to the date of the Engineer's written order to significantly change or completely eliminate the Work. The adjustment will be determined according to [109.04](#) and [109.05](#). Such payment will not exceed the price of the Contract Item.

The LPA will not seek a savings for maintaining traffic, mobilization, and construction layout stakes items for Eliminated Items of Work, unless there is a significant change.

**F. Extra Work.** Perform Extra Work as directed by the Engineer. The LPA will pay for Extra Work as specified in [109.05](#). Time extensions, if warranted, will be determined according to [108.06](#).

**G. Unilateral Authority to Pay.** The LPA has unilateral authority to pay the Contractor sums it determines to be due to the Contractor for work performed on the project. This unilateral authority to pay by the LPA does not preclude or limit the rights of the LPA and the Contractor to negotiate and agree to the amounts to be paid to the Contractor.

**104.03 Rights in and Use of Materials Found on the Work.** Upon obtaining the Engineer's approval, the Contractor may use material, such as stone, gravel, or sand, found in the plan excavation for another Contract Item. The LPA will pay for both the excavation of the material under the corresponding Contract Item and for the placement of the excavated material under the Contract Item(s) for which the excavated material is used. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

Obtain written permission from the Engineer according to [107.11.A](#).

**104.04 Cleaning Up.** Maintain the Project in a presentable condition. Remove all rubbish, layout stakes, sediment control devices as directed by the Engineer, excess material, temporary structures, and equipment, including stream channels and banks within the Right-of-Way at drainage structures, and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other ground occupied by the Contractor in connection with the Work. Establish suitable vegetative cover in these areas by seeding and mulching according to Item [659](#), except for cultivated fields. Leave the Project site in an acceptable condition as determined by the Engineer. The cost of cleanup is incidental to all contract items. The LPA may withhold 10 percent of the Bid amount for the mobilization contract item, if included, until performance under this section is complete. See [624.04](#).

## 5. 105 CONTROL OF WORK

**105.01 Authority of the Engineer.** The Engineer will decide questions concerning all of the following:

- A. The quality and acceptability of Materials furnished.
- B. The quantity of Work performed.
- C. The Contractor's rate of progress.
- D. The interpretation of the Contract Documents.
- E. Acceptable fulfillment of the Contract.
- F. Contractor compensation.

The Engineer may suspend all or part of the Work when the Contractor fails to correct conditions that are unsafe for the workers or the general public, fails to comply with the Contract Documents, or fails to comply with the Engineer's orders. The Engineer may suspend the Work due to adverse weather conditions, conditions considered adverse to the prosecution of the Work, or other conditions or reasons in the public interest.

The Engineer's acceptance does not constitute a waiver of the LPA's right to pursue any and all legal remedies for defective work or work performed by the Contractor in an un-workmanlike manner.

**105.02 Plans and Working Drawings.** The Plans show details of structures, the lines and grades, typical cross-sections of the Roadway, and the location and design of structures. Keep at least one set of Plans at the Project at all times.

Prepare working drawings when required by the Contract Documents and after verifying applicable field and plan elevations, dimensions, and geometries. Where Work consists of repairs, extension, or alteration of existing structures, take measurements of existing structures to accurately join old and new Work.

Unless otherwise indicated, the LPA will review working drawing submittals to ensure conformance with the Contract and to provide the Contractor a written response to document the results of its review as follows:

**A. “ACCEPTED.”** The LPA accepts the submittal for construction, fabrication, or manufacture.

**B. “ACCEPTED AS NOTED.”** The LPA accepts the submittal for construction, fabrication, or manufacture, subject to the Contractor’s compliance with all LPA comments or corrections to the submittal. If also marked “RESUBMIT,” the LPA still accepts the submittal, but requires the Contractor to provide a corrected submittal to the LPA.

**C. “NOT ACCEPTED.”** The LPA does not accept the submittal. The submittal does not conform to Contract requirements. Do not begin construction, fabrication, or manufacture of Work included in the submittal. Revise the submittal to comply with LPA comments or corrections and Contract requirements and provide the revised submittal to the LPA for another review.

“Accepted” and “Accepted as Noted” Working Drawings are Contract Documents as defined in [101.03](#). The LPA’s acceptance will not relieve the Contractor of responsibility to complete the Work according to the Contract nor relieve a signatory engineer’s responsibility as defined by [OAC 473323](#). Include the cost of furnishing Working Drawings in the cost of the Work they cover.

**105.03 Conformity with Contract Documents.** Perform all Work and furnish all Materials in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements as shown on the Plans and as specified.

If the PRC and/or CPE determines the Work is not in reasonably close conformity with the Contract Documents and determines the Contractor produced reasonably acceptable Work, the PRC and/or CPE may accept the Work based on engineering judgment. The PRC and/or CPE will document the basis of acceptance in a Change Order that provides for an appropriate adjustment to the Contract Price of the accepted Work or Materials. If the PRC and/or CPE determines the Work is not in reasonably close conformity with the Contract Documents and determines the Work is inferior or unsatisfactory, remove, replace, or otherwise correct the Work at no expense to the LPA.

**105.04**

See Owner Contractor Agreement, page OCA-1, paragraph 1.1.

**105.05 Cooperation by Contractor.**

See Modified general Conditions, page 36, paragraph 8.0.

**105.06 Superintendent.** Provide a Superintendent for the Project that is available and responsive at all times and is responsible for all aspects of the Work, irrespective of the amount of subcontract Work. The Superintendent must be capable of reading and understanding the Contract Documents and experienced in the type of Work being performed. The Superintendent shall receive instructions from the Engineer or the Engineer's authorized representatives. The Superintendent shall promptly execute the Engineer's orders or directions and promptly supply the required materials, equipment, tools, labor, and incidentals.

**105.07 Cooperation with Utilities.** Unless otherwise provided for by the Contract Documents, the LPA will direct the utility owners to relocate or adjust water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction at no cost to the Contractor.

If the Contractor is directed by a utility company to perform any work not specifically contained in this note, the LPA will not compensate the Contractor for this work unless the LPA approves the request in writing before the work begins. If the work is not preapproved by the LPA, the Contractor will be responsible for obtaining reimbursement for its work from the utility company which directed the Contractor to perform the work.

In the event that the Contractor requests that additional work, not specifically contained in this note, be performed by a utility company, the Contractor will be responsible for reimbursing the utility company for the additional work unless the LPA has agreed in writing to pay for the additional work before the work begins.

The Contract Documents will indicate various utility items and indicate a time frame or date when the LPA expects the owners to complete utility relocation or adjustment. Provide utility owners adjusting facilities during construction with adequate notification of the scheduled Work to prevent conflict with the Contractor's schedule of operations.

When bidding, consider all permanent and temporary utility appurtenances in present and relocated positions as shown in the Contract Documents.

According to [ORC 153.64](#) and at least 2 Workdays prior to commencing construction operations in an area that may affect underground utilities shown on the Plans, notify the Engineer, the registered utility protection service, and the owners that are not members of the registered utility protection service.

The owner of the underground utility shall, within 48 hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, start staking, marking, or otherwise designating the location, course,

±2 feet (±0.6 m), together with the approximate depth of the underground utilities in the construction area.

If the utility owners fail to relocate or adjust utilities as provided for in the Contract Documents and the Contractor sustains losses that could not have been avoided by the judicious handling of forces, equipment, and plant, or by reasonable revisions to the schedule of operations, then the Engineer will adjust the Contract according to [108.06](#) and [109.05](#).

**105.08 Cooperation Between Contractors.** At any time, the LPA may contract for other work on or near the Project.

Separate Contractors working within the limits of the Project shall conduct their work without interfering with or hindering the progress or completion of Work being performed by other Contractors and shall cooperate with each other as directed by the Engineer.

**105.09 Authority and Duties of the Inspector.** Inspectors are authorized to inspect the Work and the preparation, fabrication, or manufacture of materials. Inspectors are not authorized to alter or waive requirements of the Contract Documents. Inspectors are authorized to notify the Contractor of Work that does not conform to the Contract; reject materials that do not conform to Specification requirements; and until the issue is decided by the Engineer, suspend portions of the Work if there is a question regarding the Contract Documents, use of unapproved material, or safety. Inspectors are not obligated or authorized to provide direction, superintendence, or guidance to the Contractor, its crew, its subcontractors, or suppliers to accomplish the Work.

Any action or inaction of the Inspector does not constitute a waiver of the LPA's right to pursue any and all legal remedies for defective work or work performed by the Contractor in an un-workmanlike manner.

**105.10 Inspection of Work.** The Engineer may inspect materials and the Work. Provide the Engineer or the Engineer's representative access to the Work, information, and assistance necessary to conduct a complete inspection. Notify the Engineer at least 24 hours prior to all required inspections.

When directed by the Engineer, remove or uncover completed Work to allow inspection. After the Engineer's inspection, restore the Work according to the requirements of the Contract Documents. If the inspected Work conformed to the requirements of the Contract Documents, the LPA will pay for uncovering or removing and restoring the Work as Extra Work according to [109.05](#). If the inspected Work did not conform to the Contract Documents, the LPA will not pay for uncovering or removing and restoring the Work.

The LPA shall have the discretion to dictate the level of inspection for any item of work. The Contractor bears sole responsibility for the quality of work and compliance with the contract regardless of the LPA's level of inspection.

The LPA's failure to identify defective Work or material shall not, in any way, prevent later rejection when defective Work or material is discovered, or obligate the LPA to grant acceptance under [109.11](#) or [109.12](#).

Inspection of Work may include inspection by representatives of other government agencies or railroad corporations that pay a portion of the cost of the Work. This inspection will not make other government agencies or railroad corporations a party to the Contract and will not interfere with the rights of the Contractor or LPA.

**105.11 Removal of Defective and Unauthorized Work.** Work that does not conform to the requirements of the Contract is defective.

Unless the LPA formally accepts defective Work according to [105.03](#), immediately remove and replace defective Work.

Unauthorized Work is Work done contrary to the instructions of the Engineer, beyond the plan lines, or any extra work done without the LPA's permission. The LPA will not pay for unauthorized Work. The Engineer may order the Contractor to remove or replace unauthorized Work at no expense to the LPA.

If the Contractor fails to comply with the Engineer's orders under the provisions of this subsection, the PRC and/or CPE may correct or remove and replace defective or unauthorized Work and deduct the costs from the Contract Price.

**Load Restrictions.** Comply with all legal load restrictions when hauling materials on public roads.

Operate equipment of a weight or so loaded as to not cause damage to structures, to the roadway, or to other types of construction. Comply with subsection [501.05.B.6](#) for allowed loads on bridges.

Do not use off road vehicles on bases or pavements unless permitted by the PRC and/or CPE in writing.

Do not haul on concrete pavement, base, or structures before the expiration of the curing period.

Do not exceed the legal load limits in this section unless permitted by the PRC and / or CPE in writing.

**105.13 Haul Roads.** Prior to hauling equipment or materials, provide written notification to the Engineer of the specific roads or streets on the haul route. If the haul route includes roads and streets that are not under the jurisdiction and control of the LPA and the PRC determines that LPA controlled roads are not available or practical for a haul route, the Contractor may use local roads and streets that are not restricted by local authorities. If the PRC determines that LPA controlled roads are available and practical for a haul route, revise the proposed haul route provided in the original written notification and resubmit to the PRC.

If the Engineer determines that haul route roads were properly used during construction to haul equipment and materials and that the haul route roads were damaged, then the Engineer may order the Contractor to perform immediate and practical repairs to ensure reasonably normal traveling conditions. The Engineer will pay for repairs according to applicable provisions of [109.04](#) and [109.05](#).

The Contractor shall not file a claim for delays or other impacts to the Work caused by disputes with the local authorities regarding the use of local roads or streets as haul routes. The Contractor shall save the LPA harmless for any closures or hauling restrictions outside the Project limits beyond the control of the LPA.

**105.14 Maintenance During Construction.** Maintain the Work during construction and until Final Inspector accepts the work under [109.12](#), except for portions of the Work accepted under [109.11](#). The Contractor is responsible for damage done by its equipment.

Maintain the previous courses or subgrade during all construction operations, when placing a course upon other courses of embankment, base, subgrade, concrete or asphalt pavement, or other similar items previously constructed. This maintenance includes, but is not limited to draining, re-compacting, re-grading, or if destroyed, the removal of Work previously accepted by the LPA.

Maintain the Post Construction Storm Water Best Management Practice (BMP) features. Prevent sediment laden surface water from coming in contact with the BMP features during construction.

Maintain the Work during construction and before acceptance of the Work under [109.12](#), except for portions of the Work accepted under [109.11](#). The LPA will not provide additional compensation for maintenance work.

**105.15 Failure to Maintain Roadway or Structure.** If the Contractor, at any time, fails to comply with the provisions of [105.14](#), the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project, and deduct the entire cost of this maintenance from monies due or to become due the Contractor on the Contract.



**105.16 Borrow and Waste Areas.** Prior to beginning borrow or wasting operations, obtain the Engineer's written approval of a detailed operation plan that addresses the following concerns: A. Control of drainage water.

B. Cleanup, shaping, and restoration of disturbed areas.

C. Disposal of regulated materials.

D. Avoidance of regulated areas.

E. Excavation and filling of waste and borrow areas.

F. Saving of topsoil.

G. Temporary Sediment and Erosion Control BMPs required for compliance under the [Clean Water Act](#), [Ohio Water Pollution Control Act, \(OWPCA\) \(ORC Chapter 6111\)](#) and the [NPDES permit](#).

Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. Furnish a certification by a [Registered Engineer](#) attesting to the stability of all borrow and waste areas. All damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas is the sole responsibility of the Contractor. Repairs to approved haul roads will be made in accordance with [105.13](#).

Perform all engineering, including any field investigation, necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas.

Ensure that all side slopes of all waste areas do not reduce horizontal sight distance as defined by the current version of the [Department's Location and Design Manual](#).

Have the proposed borrow and waste areas reviewed by an environmental consultant that is prequalified by the Department for ecological work. Have the environmental consultant certify that the proposed borrow and waste operations will not impact the "Waters of the United States" or an isolated wetland. If consultant certification is not provided, obtain the 404/401 permits necessary to perform the operations as proposed. Have the environmental consultant certify that the work conforms to the requirements of the permit(s). Provide all documentation submitted to obtain the appropriate permit(s) and a copy of the permit(s) to the District's [Office of Environmental Services](#).

If burning is permitted under the [OAC-3745-19](#) and [ORC 1503.18](#), submit a copy of the [Ohio EPA](#) permit and the [Ohio DNR](#) permit to the Engineer and copies of all information used to obtain the permit. Prior to the disposal of waste materials, submit to the LPA an executed copy of the Contract or permission statement from the property owner. The Contract or permission statement must indicate that the waste materials are not the property of the LPA. Further, it must expressly state that the LPA is not a party to the Contract or permission statement and that the Contractor and property owner will hold the LPA harmless from claims that may arise from their contract or permission statement.

Restoration of all borrow or waste areas includes cleanup, shaping, replacement of topsoil, and establishment of vegetative cover by seeding and mulching according to [104.04](#) and Item [659](#). Ensure the restored area is well drained unless approval is given by the Engineer to convert a pit area into a pond or lake, in which case confine restoration measures to the disturbed areas above the anticipated normal water level.

For waste sites shown on the plan, the plan will indicate if the clearances have or have not been obtained for the project right-of-way locations. No extension of time or additional



compensation will be paid for any delays due to not having the written permit(s) to waste in a floodplain.

The allowed use of Project Right-of-Way and other LPA property for borrow and waste is detailed in [104.03](#) and [107.11](#).

Borrow and Waste Area shall adhere to [107.10](#).

The cost of work described herein is incidental to the Contract, unless included under another item of work.

**105.17 Construction and Demolition Debris.** [OAC-3745-37](#), [OAC-3745-400](#), and [ORC Chapter 3714](#) regulates the use and disposal of construction and demolition debris. Notify the local Board of Health or the local [Ohio EPA](#) office 7 days before placing Clean Hard Fill off the Right-of-Way. Submit copies of this notification to the Engineer.

Legally dispose of debris containing wood, road metal, or plaster at a licensed construction and demolition debris site.

Under the regulations cited above the disposal of brush, trees, stumps, tree trimmings, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other plant matter is restricted. If allowed by the Contract Documents, the Contractor may waste brush, trees, stumps, tree trimming, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other plant matter within the Right-of-Way. Otherwise, submit a plan and any required permits to legally dispose of these materials off the Right-of-Way to the Engineer. Provide all documents submitted to obtain this permit to the Engineer.

If the Project contains garbage or solid and hazardous waste, the Contract Documents will detail the removal of these items.

When wasting PCC, mix the PCC with at least 30 percent natural soil to construct an inner core in the waste area. Cover this inner core with 3 feet (1.0 m) of natural soil on the top and 8 feet (2.4 m) on the side slopes. Place and compact the material according to [203.06.D](#) to prevent future settlement and sliding.

Clean Hard Fill consisting of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile or stone that is free of all steel as per [703.16](#) shall be managed in one or more of the following ways:

- A. Recycled into a usable construction material.
- B. Disposed in licensed construction and demolition debris facility.
- C. Used in legitimate fill operations on the site of generation according to [105.16](#).
- D. Used in legitimate fill operations on a site other than the site of generation to bring a site up to grade.

A Beneficial Reuse Certification form needs to be properly executed by the Recipient prior to any material leaving the project.

**105.18 Acceptance.** The LPA will accept Work according to [109.12](#) or completed sections of the Project according to [109.11](#).

**105.19 Value Engineering Change Proposals.** Value Engineering Change Proposals are not permitted in this Contract.

## 6. 106 CONTROL OF MATERIAL

**106.01 Source of Supply and Quality Requirements.** Notify the Engineer of the proposed sources of supply before the delivery of materials. The Engineer may approve materials at the source of supply before delivery. If the proposed sources of supply cannot produce the specified material, then furnish materials from alternate sources without adjustment to the Contract Price or Completion Date.

**106.02 Samples, Tests, and Cited Specifications.** The Engineer will inspect and determine whether the materials comply with the specified requirements before they are incorporated into the Work. The LPA may sample and test materials or require certifications. Unless specified, the LPA will pay for and test materials according to [AASHTO](#), [ASTM](#), or the methods on file in the office of the Engineer. A qualified representative of the LPA will take test samples according to LPA procedures. Read any reference to other specifications or testing methods to mean the version in effect at the pertinent Project Advertisement date. All materials being used are subject to inspection, test, or rejection at any time before their incorporation into the Work. The LPA will furnish copies of the tests to the Contractor's representative upon request. Furnish the required samples and specified material certifications at no expense to the LPA other than provided in [109.03](#).

Equip all transports and distributors hauling asphalt material with an approved submerged asphalt material sampling device.

**106.03 Small Quantities and Materials for Temporary Application.** The Engineer may accept small quantities and materials for temporary application that are not intended for permanent incorporation in the Work. The Engineer may accept these small quantities and materials for temporary application in either of the following cases:

- A. Where similar materials from the same source have recently been approved.
- B. Where the materials, in the judgment of the Engineer, will serve the intended purpose.

**106.04 Plant Sampling and Testing Plan.** The Engineer may undertake the inspection of materials at the source.

In the event plant sampling and testing is undertaken, the Contractor and its material provider shall meet the following conditions:

- A. Cooperate and assist the Engineer with the inspection of materials. Provide full entry to the Engineer at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished. Agree to all documentation and inspection requirements of the [TE-24 plant sampling and testing plan](#).
- B. If required by the Engineer, arrange for the inspector to use an approved building on site. The building should be located near the plant and independent of any building used by the material producer.
- C. Maintain and provide adequate safety measures at the plant at all times.

The LPA reserves the right to retest all materials that have been tested and accepted at the source of supply before their incorporation into the Work. After the approved materials have been delivered to the site, the LPA may reject all materials that when retested do not meet the requirements of the Contract Documents.

**106.05 Storage of Materials.** Properly store all materials to ensure the preservation of their quality and fitness for the Work. The Engineer may re-inspect stored materials before their incorporation into the Work, even though they were approved before

storage. Locate stored materials to facilitate their prompt inspection. The Contractor may use approved portions of the Project Right-of-Way for storage; however, if any additional space is required, the Contractor must provide it at the Contractor's expense. Do not use private property for storage purposes without written permission from the owner or lessee. If requested by the Engineer, furnish copies of the written permission. Restore all storage sites to their original condition at no expense to the LPA. The Contractor and property owner will hold the LPA harmless from claims that may arise from their contract or permission statement. This subsection does not apply to the stripping and storing of topsoil, or to other materials salvaged from the Work.

Areas used to Store Materials shall conform to [107.10](#).

**106.06 Handling Materials.** Handle all materials in such manner as to preserve their quality and fitness for the Work. Transport aggregates from the storage site to the project site in vehicles constructed to prevent loss or segregation of materials after loading and measuring. Ensure that there are no inconsistencies in the quantities of materials loaded for delivery and the quantities actually received at the place of operations.

**106.07 Unacceptable Materials.** Unacceptable materials are all materials not conforming to the requirements of these Specifications at the time they are used. Immediately remove all unacceptable materials from the project site unless otherwise instructed by the PRC and/or CPE. The PRC and/or CPE will determine if unacceptable materials may remain conforming to [Supplement 1102](#). The PRC and/or CPE must approve the use of previously identified unacceptable materials that have been corrected or repaired. If the Contractor fails to comply immediately with any order of the PRC and/or CPE made under the provisions of this subsection, the PRC and/or CPE will have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor.

**106.08 LPA-Furnished Material.** Furnish all materials required to complete the Work, except when otherwise provided in the Proposal.

The LPA will deliver the LPA-furnished materials to the Contractor at the points specified in the Contract Documents.

Include the cost of handling and placing of all LPA-furnished materials in the contract price for the contract item for which they are used.

The LPA will hold the Contractor responsible for all material upon delivery of the materials to the Project site. The LPA will make deductions from any monies due the Contractor to make good any shortages and deficiencies, for any cause whatsoever, and for any damage that may occur after such delivery, and for any demurrage charges.

**106.09 Steel Products Made in the United States.** Furnish steel products that are made in the United

States according to the applicable provisions of State of Ohio laws, ORC 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

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

**B. Exceptions.** The Director may grant specific written permission to use foreign steel products in bridge construction. The Director may grant such exceptions under either of the following conditions:

1. The cost for each contract item used does not exceed 0.1 percent of the total contract cost, or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project.
2. The Director determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

**106.10 Qualified Products List.** The LPA may use [Qualified Product Lists \(QPL\)](#) for approval of manufactured materials. The [Office of Materials Management \(OMM\)](#) will maintain the [QPL](#) and the standard procedure for the [QPL](#) process. Inclusion of a material onto the [QPL](#) will be determined by [OMM](#) with support from other Department offices. To be kept on the [QPL](#), manufacturers must recertify their material according to the Department's standard procedure by January 1 of each year. When a material requires [QPL](#) acceptance, only provide materials listed on the [QPL](#) at the time of delivery of the material to the project. Provide the Engineer documentation according to the Department's standard procedure that, at the time of delivery, the material provided is on the [QPL](#).

**106.11 Maritime Transportation.** On federal-aid projects, ensure that project-specific materials or equipment transported by ocean vessel are in compliance with [46 CFR 381](#) and the [Cargo Preference Act](#). Transport at least 50% of any equipment or materials on privately owned United Statesflag commercial vessels, if available.

**106.12 Traffic Authorized Product.** The LPA may use Traffic Authorized Product (TAP) List for approval of products used in Intelligent Transportation Systems (ITS) or Traffic Signal Systems. The ODOT Office of Traffic Operations will maintain the TAP and the standard procedure for the TAP process. Inclusion of a product onto the TAP will be determined by Office of Traffic Operations with support from other Department offices. To be kept on the TAP, manufacturers must recertify their product according to the Department's standard procedure by February 28 of each year. When a product requires TAP acceptance, only provide products listed on the TAP at the time of delivery of the product to the project. Provide the Engineer documentation according to the LPA's standard procedure that, at the time of delivery, the material provided is on the TAP.

## **7. 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**107.01 Laws to be Observed.** Stay fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of authorities having any jurisdiction or authority that affect those engaged or employed on the Work, or that affect the

conduct of the Work. Observe and comply with all such laws, ordinances, regulations, orders, and decrees. The Contractor shall protect and indemnify the State, respective Local and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees, subcontractors, or agents.

The Contractor, under [Title VI of the Civil Rights Act](#) and related statutes, agrees that in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor, the subcontractor, nor any person acting on behalf of such Contractor or subcontractor shall, by reasons of race, religion, color, sex, national origin, disability or age, discriminate against any citizen of the United States in the employment of labor or workers, who is qualified and available to perform the Work to which the employment relates.

Neither the Contractor, the subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, disability or age.

Comply with [OAC-4123:1-3](#), entitled "Specific Safety Requirements of the Industrial Commission of Ohio Relating to Construction," as amended, and with the [Federal Occupational Safety and Health Act of 1970](#) and [Code of Federal Regulations, Title 29, Chapter XVII, Part 1926](#) and as amended.

**107.02 Permits, Licenses, and Taxes.** Procure all permits and licenses; pay all charges, fees, and taxes; and provide all notices necessary and incidental to the due and lawful prosecution of the Work.

**107.03 Patented Devices, Materials, and Processes.** Before employing any design, device, material, or process covered by letters of patent or copyright, provide for its use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the State, respective Local, any affected third party, or political subdivision from any and all claims for infringement of patented design, device, material, process, or any trademark or copyright, and shall indemnify the State for any costs, expenses, and damages that it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

**107.04 Restoration of Surfaces Opened by Permit.**

Contractor shall obtain a Road Opening Permit from the City for any work performed on City property outside the construction limits of the project.

**107.05 Federal-Aid Provisions.** When the United States Government pays for all or any portion of the Project's cost, the Work is subject to the inspection of the appropriate Federal agency.

Such inspections will not make the Federal Government a party to this Contract. The inspections will in no way interfere with the rights of either party to the Contract.

**107.06 Sanitary Provisions.** Provide and maintain sanitary accommodations in a neat condition for the use of employees and LPA representatives that comply with the requirements of the State and local Boards of Health, or of other authorities having jurisdiction over the Project.

**107.07 Public Convenience and Safety.** At all times, ensure that the Work interferes as little as possible with the traffic. Provide for the safety and convenience of the general public and the

residents along the highway and the protection of persons and property. Do not close any highways or streets unless specifically allowed by the Contract.

Any illegal drugs, drug paraphernalia, mobile drug labs or dumps, weapons or firearms found on the Project Right of Way shall be considered a potential crime scene and shall not be handled or moved. Immediately notify law enforcement and the Project Engineer.

**107.08 Bridges Over Navigable Waters.** Conduct all Work on navigable waters so that it does not interfere with free navigation of the waterways and that it does not alter the existing navigable depths, except as allowed by permit issued by the [U.S. Coast Guard](#). Work within the flood plain of a navigable stream may require a permit from the [U.S. Army Corps of Engineers](#). If an [U.S. Army Corps of Engineers](#) permit is required, provide all documentation submitted to obtain the permit(s) and a copy of the permit(s) to the LPA.

**107.09 Use of Explosives.** When the use of explosives is necessary for the prosecution of the Work, exercise the utmost care not to endanger life or property, including new Work. The Contractor is responsible for all damage resulting from the use of explosives.

Obtain written permission to perform in-stream blasting from the Chief of the Division of Wildlife, [Ohio DNR](#) according to [ORC 1533.58](#). Provide the Engineer with all documentation submitted to obtain this permit and with a copy of the permit.

The Contractor agrees, warrants, and certifies that it will observe State laws and local ordinances and regulations relative to the use and storing of explosives kept on the Project site.

Perform all blasting operations according to Item [208](#).

**107.10 Protection and Restoration of Property.** The Contractor is responsible for the preservation of all public and private property impacted by the Contractor's operations.

The Contractor is responsible for all damage or injury to property, during the prosecution of the Work, resulting from any act, omission, neglect, defective work or materials, or misconduct in the manner or method of executing the Work. The Contractor will remain responsible for all damage and injury to property until the Project is accepted under Modified General Conditions, pages 53 through 56, paragraphs 15.03, 15.05, and 15.06, except for portions of the Work accepted under Modified General Conditions, page 54, paragraph 15.04.

If the Contractor causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

If mail boxes, road, or street name signs and supports interfere with the Work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. Consider the cost of this Work as incidental to the affected items.

Cooperate with the Engineer in protecting and preserving survey monuments that are affected by the Work. At the beginning of the Work, verify the position of all survey monuments in the area to be improved, according to 623. If survey monuments not shown in the Contract Documents are unexpectedly encountered, then protect, reference, and preserve them in the same manner as survey monuments that are shown in the Contract Documents.

Do not create staging areas, store materials and equipment, or borrow or waste materials in areas labeled as an environmental resources areas in the Contract Documents. All properties to be utilized by the Contractor outside the project Work Limits must be cleared for all



environmental resource impacts prior to the beginning of work. Environmental resources include but may not be limited to:

1. Cultural Resources

- a. Buildings, structures, objects, and sites eligible for or listed on the [National Register of Historic Places](#)

- b. Historic or prehistoric human remains, cemeteries, and/or burial sites (pursuant with [ORC 2909.05](#) and [2927.11](#))

2. Ecological Resources

- a. Wetlands

- b. Streams

- c. Wooded areas with trees to be removed in excess of 8 inches diameter at breast height

3. Public Lands

- a. Lands meeting the criteria of [49 U.S.C. 303](#), [23 CFR 771.135](#): 4(f).

- b. Lands meeting the criteria of [16 U.S.C. 4601-4](#), [36 CFR 59.1](#): 6(f).

4. [FEMA Mapped 100 year Floodplains](#)

5. Hazardous Waste Areas

Except for locations utilized specifically for:

1. Parking of equipment between workdays for maintenance type projects:
2. Reuse of Clean Hard Fill as described in [CA-EW-20 \(ODOT Beneficial Reuse Form\)](#). Prior to transferring Clean Hard Fill from the project, fully execute form [CA-EW-20](#) and provide appropriate documentation to the Engineer as described for each reuse option.

All areas proposed to be utilized by the Contractor outside the project construction limits and not described above shall be reviewed by environmental Contractor(s) that are prequalified by the Department for each environmental resource. Exception (1.) noted above only applies to projects with “maintenance” in the project description. Have the consultant(s) certify that the proposed site to be utilized for the Contractor will not impact:

1. Cultural Resources

2. Ecological Resources

3. Public Lands

4. [FEMA Mapped 100 year Floodplains](#)

5. Hazardous Waste Areas

Provide all documentation and the consultant certification to the District [Office of Environmental Services](#) with a copy to the Engineer.

Should the areas proposed for use by the Contractor outside the project right of way limits contain environmental resources the Contractor is responsible to the LPA for all environmental clearances and permits prior to the beginning of work.

**107.11 Contractor’s Use of the Project Right-of-Way or Other LPA-Owned Property.**



**A. Disposal of Waste Material and Construction Debris and Excavation of Borrow on the Project Right-of-Way or on Other LPA-Owned Property.** Dispose of waste material according to [105.16](#) and dispose of construction debris according to [105.17](#). In addition to the rights granted in [104.03](#), the Contractor's use of the Project Right-of-Way or other LPA-owned property for the disposal of waste material and construction debris and excavation of borrow material is restricted as follows:

1. If the Contract Documents identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other LPA-owned property, then only perform these operations in these designated locations.
2. If the Contract Documents do not identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other LPA-owned property, then do not Bid assuming that the LPA will make such locations available.

If the Contractor's request to use locations within the Project Right-of-Way or on other LPA-owned property is approved by the Engineer, then the LPA may allow the Contractor to dispose of waste material and construction debris or excavate borrow material for a fee of \$0.50 per cubic yard.

**B. Contractor's Use of Portable Plants Within the Project Right-of-Way or on Other LPA-Owned Property.** The Contractor's use of portable plants within the Project Right-of-Way or on other LPA-owned property is limited as follows:

1. If the Contract Documents identify locations within the Project Right-of-Way or on other LPA-owned property to place a portable plant, then only place a portable plant in these designated locations subject to the requirements of [107.11.C](#).
2. If the Contract Documents do not identify locations within the Project Right-of-Way or on other LPA-owned property to place a portable plant, then do not bid assuming that the LPA will make such locations available.

**C. Placement of a Portable Plant within the Project Right-of-Way or on Other LPA-Owned Property.** To place a portable plant within the Project Right-of-Way or on other LPA-owned property, comply with the following requirements:

1. Local noise ordinances.
2. Obtain any necessary [EPA](#) permits for the operation of the plant. Provide the LPA with a copy of the information submitted to obtain the permit and a copy of the permit.
3. Provide the Engineer written certification that the plant will supply material only for the Project for which it was approved. Do not use the plant to supply any other project or to sell materials commercially.
4. Submit a traffic control plan to the Engineer for approval that details the anticipated truck movements and provides acceptable protection, warning, and guidance to motorists, pedestrians, and the workers.

**D. Equipment Storage and Staging.** The Contractor may use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site with the approval of the Engineer, provided such usages do not interfere with the Work and

are not prohibited by the Contract Documents. Do not bid in anticipation of using any properties within the Project Right-of-Way or LPA-owned property outside the Project Right-of-Way for equipment storage or staging.

- E. Equipment Removal and Site Restoration.** Remove all Contractor equipment and completely restore all utilized sites used as required by 104.04 before Final Acceptance as provided in, Modified General Conditions, pages 53 through 56, paragraphs 15.03, 15.05, and 15.06.

**107.12 Responsibility for Damage Claims and Liability Insurance.** The Contractor shall indemnify and save harmless the State and all of its representatives, municipalities, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the PRC, furnish to the LPA a certificate or certificates of insurance in the form satisfactory to the LPA demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the LPA by the insurer.

- . Upon request, the Contractor shall furnish the LPA with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

- A. Workers' Compensation Insurance.** Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the LPA whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 et seq.] and the Jones Act [5 USC Section 751 et seq.] and provide proof of coverage to the Department.

- B. Commercial General Liability Insurance.** The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the LPA will require the General Aggregate Limit on a per project basis.

Ensure that the Commercial General Liability Insurance policy names the State of Ohio, Local Public Agency, its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

**C. Comprehensive Automobile Liability Insurance.** The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows: Bodily Injury and Property Damage Liability Limit

Each Occurrence	\$1,000,000
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Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the LPA from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the LPA. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the LPA will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the LPA is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of [107.12.C](#), the LPA may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the LPA. The LPA in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the LPA may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

**107.13      Reporting, Investigating, and Resolving Motorist Damage  
Claims.**

Reporting, Investigating, and Resolving Motorist Damage Claims. The Contractor and the Department are required to report, investigate, and resolve motorist damage claims according to 107.10 and 107.12 and as follows. 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 also file a report with the its insurance carrier. In the event that the Owner directly receives the motorist's claim, the Owner shall within 3 days send the claim report to the Contractor. In the event the Contractor has not agreed to resolve the motorist claim, the Owner, who, as a co-insured party, may then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. If the Contractor or their insurance company does not resolve the claim in a timely manner, the may advise the motorist of the option of pursuing the claim in the Court of Common Pleas for Stark County Ohio. In the event of a lawsuit filed against the of Claims by the motorist, the Owner, as co-insured party, may request the Contractor's insurance company to defend this lawsuit and hold the Owner ~~Department~~ harmless according to 107.12. If the lawsuit claim amount is \$2,500 or less and the Owner determines that the Contractor is responsible for the claimed damages then the Owner, may, after notifying the Contractor, determine that it would be in the best interest of the Owner to settle the claim. Any settlement amount including court costs may be assessed to the Contractor and deducted from the project. The Engineer will notify the Contractor prior to executing the deduction.

**107.14 Opening Sections of Project to Traffic.** The Engineer may order the Contractor to open a section of the Work to the safe use of traffic at any time. The LPA will make an adjustment according to Modified General Conditions, page 41, paragraph 11.05. and 109.05 to compensate the Contractor for the added costs and delay, if any, resulting from such an opening.

**107.15 Contractor's Responsibility for Work.** Until the Final Inspector accepts the Work at Final Completion, the Contractor is responsible for the Project and will take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance. Bear the expense of the repairs except when damage to the Work was due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor. Unforeseeable causes include but are not restricted to; (a) earthquake, floods, tornados, high winds, lightning or other catastrophes proclaimed a disaster or emergency, (b) slides, (c) civil disturbances, or (d) governmental acts.

In the event that the Engineer determines that damage to completed permanent items of Work results from traffic using a substantially completed section of Roadway, the LPA may

compensate the Contractor for repair of the damage as authorized by Change Order. Additionally, if traffic permanently damages beyond use and of the following temporary maintenance of traffic items, the LPA may compensate the Contractor for replacement of the item as authorized by Change Order:

1. Arrow board.
2. Work zone signal, pole, or controller.
3. Lighting unit or pole.
4. Changeable message sign.
5. Work Zone Impact Attenuator
6. Truck Mounted Impact Attenuator
7. Digital Speed Limit Sign Assembly

To receive compensation for the damage to permanent items of Work or temporary maintenance of traffic items names above, the Contractor must first meet the following requirements.

- A.** Notify the Engineer of each occurrence of damage in writing within 10 Calendar Days.
- B.** Contact the local law enforcement agency to determine if the accident was investigated and a report filed. If an accident report was filed, obtain the report and notify the motorist, and copy their insurance company, via certified mail informing both that the motorist is responsible for the cost of damage repairs. If the motorist does not respond within 30 days, make a second attempt to contact the motorist and copy the insurance company via certified mail.
- C.** If no response is received from the motorist or insurance company within 30 days of the motorist receipt of the second notice, send a letter to the Engineer within eighteen months of the event and include documentation of good faith effort to seek recovery from responsible parties.
- D.** The LPA will make an adjustment according to Modified General Conditions, page 10, paragraph 4.05 and Modified General Conditions, page 40, paragraph 11.04.C, and page 43, paragraph 13.01 to compensate the Contractor for the added costs and delays, if any, resulting from the repair or replacement of damaged Work.

If there is no accident report on file and no means of identifying the responsible motorist, the Contractor may likewise be compensated to repair the damaged Work.

In case of suspension of Work by the Contractor or under the provisions of [105.01](#), the Contractor is responsible for the Project and shall take necessary precautions to prevent damage to the Project; provide for normal drainage; and erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of Work, properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the Contract, and take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The Engineer may direct the Contractor to remove graffiti any time during the Work. The LPA will make an adjustment according to Modified General Conditions, page 10, paragraph 4.05 and Modified General Conditions, page 40, paragraph 11.04.C, and page 43, paragraph 13.01 to compensate the Contractor for the added costs and delays, if any, resulting from all ordered graffiti removal.

**107.16 Contractor's Responsibility for Utility Property and Services.** At points where the Contractor's operations are adjacent to properties of railway, cable, telephone, and power companies, or are adjacent to other property, and any damage to their property may result in considerable expense, loss, or inconvenience, do not commence with the operation until all arrangements necessary for the protection of the property have been made.

Cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations to ensure these operations progress in a reasonable manner, that duplication of rearrangement Work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event interruption to underground or overhead utility services results from an accidental breakage or from being exposed or unsupported, immediately alert the occupants of nearby premises as to any emergency that the accidental breakage may create at or near such premises. Then notify the Engineer and the owner or operator of the utility facility of the disruption and cooperate with the said utility owner or operator in the restoration of service. If water service is interrupted, perform the repair work continuously until the service is restored unless the repair work is performed by the local governmental authority. Do not begin Work around fire hydrants until the local fire authority approves provisions for continued service.

**107.17 Furnishing Right-of-Way.** The LPA is responsible for securing all necessary Right-of-Way in advance of construction. The Bid Documents will indicate any exceptions. The LPA will notify all prospective Bidders in writing before the date scheduled for receipt of Bids regarding the specific dates certain parcels will be made available to the Contractor.

**107.18 No Waiver of Legal Rights.** The following LPA actions do not waive the LPA's rights or powers under the Contract, or any right to damages herein provided:

- A. Inspection by the Engineer or by any of Engineer's duly authorized representatives.
- B. Any order, measurements, or certificate by the PRC and/or CPE, or LPA representatives.
- C. Any order by the PRC and/or CPE or LPA representatives for the payments of money or the withholding of money.
- D. Acceptance of any Work.
- E. Any extension of time.
- F. Any possession taken by the LPA or its duly authorized representatives.

The LPA will not consider any waiver of a breach of this Contract to be a waiver of any other subsequent breach.

**107.19 Environmental Protection.** Comply with all Federal, State, and local laws and regulations controlling pollution of the environment. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and

avoid polluting the atmosphere with particulate and gaseous matter. Owner has not acquired any permits unless expressly provided for in the contract documents.

By execution of this contract, the Contractor, will be deemed to have stipulated as follows:

- A. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended ([42 U.S.C. 1857](#) et seq., as amended by Pub.L. 91604), and under the Federal Water Pollution Control Act, as amended ([33 U.S.C. 1251](#) et seq., as amended by Pub.L. 92-500), [Executive Order 11738](#), and regulations in implementation thereof ([40 CFR 15](#)) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to [40 CFR 15.20](#).
- B. That the firm agrees to comply and remain in compliance with all the requirements of [Section 114 of the Clean Air Act](#) and [Section 308 of the Federal Water Pollution Control Act](#) and all regulations and guidelines listed thereunder.
- C. That the firm shall promptly notify the LPA of the receipt of any communication from the Director, [Office of Federal Activities, EPA](#), indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the [EPA List of Violating Facilities](#).
- D. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

Fording of streams is prohibited. Causeways for stream and river crossings or for Work below a bridge are permitted provided:

- A. The causeway complies with the requirements of the [404 Permit](#) the LPA obtained for the Project.
- B. The Contractor obtains a [404 Permit from the U.S. Army Corps of Engineers](#) if the LPA has not obtained such a permit. Obtain the [404 Permit](#) prior to beginning construction of the causeway. The LPA does not guarantee that the Contractor will be able to obtain a [404 Permit](#).

Comply with all current provisions of the Ohio Water Pollution Control Act ([OWPCA](#)), ([ORC Chapter 6111](#)). The LPA will obtain a storm water permit under the [OWPCA](#) provisions when the plan work acreage requires a permit. Apply for a permit to cover operations outside the Project limits shown on the plans as required by the [OWPCA](#) provisions. When the LPA has not applied for a permit on the Project and a permit is required under the provisions of the [OWPCA](#) because of the total area of the Contractor's work, apply for, obtain, and comply with the required permit for both the Work within Project limits and the Contractor's work.

The LPA has obtained the required permits from the [U.S. Army Corps of Engineers](#) and [Ohio EPA](#) for Work in the "Waters of the United States" and isolated wetlands under [ORC Chapter 6111](#). Comply with the requirements of these permits.

When equipment is working next to a stream, lake, pond, or reservoir, appropriate spill response equipment is required. Do not stockpile fine material next to a stream, lake, pond, or reservoir.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does fall into the stream as soon as possible.



When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care during the construction and removal of such barriers to minimize sediment entering the stream.

Contain, collect, characterize and legally dispose of all liquid waste and sludge generated during the work. Do not mix wastes with storm water. Do not discharge any liquid waste without the appropriate regulatory permits. Manage liquid waste and sludge in accordance with [ORC Chapter 6111](#) and all other laws, regulations, permits and local ordinances relating to this waste. Liquid waste management is incidental to the Work unless otherwise specified in the contract.

Control the fugitive dust generated by the Work according to [OAC-3745-17-07\(B\)](#), [OAC-3745-1708](#), [OAC-3745-15-07](#), and [OAC-3745-17-03](#) and local ordinances and regulations. Prior to the initiation of abrasive coating removal, pavement cutting or any other construction operation that generates dust, demonstrate to the Engineer that construction related dust will be controlled with appropriate Reasonable Available Control Measures (RACM) as described in [OEPA Engineering Guide #57](#).

In addition, use dust control measures when fugitive dust creates unsafe conditions as determined by the Engineer. Perform this work without additional compensation except for Item [616](#).

Perform open burning according to [105.16](#).

**107.20 Civil Rights.** Comply with Federal, State, and local laws, rules, and regulations that prohibit unlawful employment practices including that of discrimination because of race, religion, color, sex, national origin, disability or age and that define actions required for Affirmative Action and Disadvantaged Business Enterprise (DBE) programs.

**107.21 Prompt Payment.** In accordance with [ORC 4113.61](#), make payment to each subcontractor and supplier within 10 Calendar Days after receipt of payment from either the Department or LPA for Work performed or materials delivered or incorporated into the Project, provided that the pay estimate prepared by the Engineer includes Work performed or materials delivered or incorporated into the public improvement by the subcontractor or supplier. Contractors are prohibited from holding retainage from subcontractors that can provide a bond. For unbonded subcontractors and suppliers, promptly release any retainage held, as set forth in any subcontractor or supplier agreement, 30 days after the work is satisfactory completed. For the purposes of this section, satisfactory completed will be interpreted as when the subcontractor has completed all physical work and submitted any necessary documentation required by the specifications and the LPA. No subcontract provision shall permit the Contractor to delay subcontractor's retainage payments until the Project's final payment.

Also require that this contractual obligation be placed in all subcontractor and supplier contracts that it enters into and further require that all subcontractor and suppliers place the same payment obligation in each of their lower tier contracts. If the Contractor, subcontractors, or supplier subject to this provision fail to comply with the 10 Calendar Day requirement, the offending party shall pay, in addition to the payment due, interest in the amount of 18 percent per annum of the payment due, beginning on the eleventh Calendar Day following the receipt of payment from either the Department or LPA and ending on the date of full payment of the payment due plus interest.

Repeated failures to pay subcontractors and suppliers timely pursuant to this subsection will result in a finding by the LPA that the Contractor is in breach of Contract and subject to all legal consequences that such a finding entails. Further, repeated failures to pay timely pursuant to this

subsection will result in a lower evaluation score for the Contractor and those subcontractors who are subject to evaluation by the Department.

**107.22 Unmanned Aircraft Systems.** If the project requires or anticipates the use of Unmanned Aircraft Systems within LPA Right of Way, the Contractor will follow proper risk assessment and federal regulations in accordance with [Supplement 1132](#).

## 8. 108 PROSECUTION AND PROGRESS

**108.01 Subletting of the Contract.** Perform Work amounting to not less than 30 percent of the Contract Price with its own organization. The phrase “its own organization” includes only workers employed and paid directly, inclusive of employees who are employed by a lease agreement acceptable to the LPA, and equipment owned or rented with or without operators by the Contractor. The phrase does not include employees or equipment of a subcontractor, assignee, or agent of the Contractor. Provide ODOT Division of Opportunity, Diversity, and Inclusion with a copy of all Disadvantaged Business Enterprise subcontracts.

The Contractor’s percentage of the total Contract Price includes the cost of materials and manufactured products purchased by the Contractor, but not the cost of materials and manufactured products purchased by subcontractors.

The PRC or CPE will calculate the Contractor’s percentage based on the quantities shown in the Proposal and the unit prices of the contract items to be performed by the Contractor’s organization. If the Contractor performs only a portion of a contract item, then the PRC or CPE will determine the proportional value administratively on the same basis. The PRC or CPE will follow this procedure even when the part not subcontracted consists only of the procurement of materials. However, if a firm both sells the materials to the Contractor and performs the Work of incorporating the materials into the Project, then the PRC or CPE will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the Work, the LPA may refuse approval. An affiliate is one who has some common ownership or other close relation to said firm.

Use actual subcontract prices for calculating compliance with any Disadvantaged Business Enterprise (DBE) percentage subcontracting obligations. If only a part of a contract item is sublet, then determine its proportional value administratively on the same basis. The PRC and/or CPE will follow this procedure even when the part not sublet consists only of procuring materials. However, if a firm both sells the materials to the Contractor and performs the work of incorporating the materials into the Project, then the LPA will consider these two phases in combination and as a single subcontract. If an affiliate of the firm either sells the materials or performs the Work, the LPA may refuse approval.

### **108.02 Preconstruction Meeting.**

Meet with the Engineer for a Preconstruction Meeting before beginning the Work. At or before the meeting, submit the initial progress schedule to the PRC. Prepare the schedule according to [108.03](#).

Furnish a list of proposed subcontractors and material suppliers at or before the Preconstruction Meeting. If the Contractor fails to provide the required submissions at or before the Preconstruction Meeting, the Engineer may order the meeting suspended until they are furnished. Do not begin the Work until the meeting is reconvened and concluded or the Engineer gives specific written permission to proceed.

- C. Progress Meetings.** Hold monthly Progress Meetings unless the frequency is otherwise determined at the Preconstruction Meeting. Coordinate with the Engineer to determine agenda topics prior to each meeting. The purpose of Progress Meetings is to keep open communication between the Contractor and the Engineer. The senior personnel team is encouraged to participate in all Progress Meetings. Include Partnering as an agenda item at the Progress Meetings.
- D. Post-milestone Meeting.** In conjunction with the PRC and/or CPE, determine whether the Postmilestone Meeting will be conducted as part of the Progress Meeting or as a separate meeting for multiyear, multi-phase, or projects with critical items of work or milestone dates. Consider discussing and updating items from the Initial Partnering Session in addition to items specific to the Project. All stakeholders should be invited to attend.

**E. Partnering Monitoring.**

Not used.

- F. Mitigation and Notice.** Mitigation of any issue, whether caused by the LPA, Contractor, third party or an intervening event, is a shared contract and legal requirement. Mitigation efforts include, but are not limited to, re-sequencing work activities, acceleration, and substitution of materials. The Contractor and Engineer must explore and discuss potential mitigation efforts in a timely manner.
- 1. Contractor Initial Oral Notification.** Provide immediate oral notification to the PRC and/or CPE upon discovering a circumstance that may require a revision to the Contract Documents or may result in a dispute. Upon notification, the Engineer will attempt to resolve the identified issue as quickly as possible.
  - 2. Contractor Written Early Notice.** If the PRC and/or CPE has not resolved the identified issue within two (2) working days after receipt of oral notification, provide written notice to the PRC and/or CPE of any circumstance that may require a revision to the Contract Documents or may result in a dispute. This early notice must be given by the end of the second working day following the occurrence of the circumstance.

The PRC and/or CPE and Contractor shall maintain records of labor, equipment, and materials used on the disputed work or made necessary by the circumstance. Such records will begin when early notice is received by the PRC and/or CPE. Tracking such information is not an acknowledgement that the LPA accepts responsibility for payment for this disputed work.

If an issue is not resolved through the initial mitigation efforts, either abandon or escalate to the Dispute and Administrative Claims Process defined in [108.02.G](#).

- G. Dispute Resolution and Administrative Claims Process.** Whenever an issue is elevated to a dispute, the parties shall exhaust the LPA's Dispute Resolution and Administrative Claim process set forth below as a condition precedent to filing an action in the Ohio Court of Claims. The following procedures do not otherwise compromise the Contractor's right to seek relief in any Ohio Court with legal jurisdiction.

All parties to the dispute must adhere to the Dispute Resolution and Administrative Claim process. Do not contact LPA personnel who are to be involved in higher tiers until a decision

has been issued by the previous tier. LPA personnel involved in higher steps reviews will not consider a dispute until the previous tier has properly reviewed the dispute and issued a decision.

Failure to meet any of the timeframes outlined below or to request an extension will terminate further review of the dispute and serve as a waiver of the Contractor's right to file a claim. Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims by subcontractors and suppliers against the LPA but not supported by the Contractor will not be reviewed by the LPA. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the LPA.

Continue with all Work during the Dispute Resolution and Administrative Claims process, including that which is in dispute. The LPA will continue to pay for Work.

The LPA will not make the adjustments allowed by [104.02.B](#), [104.02.C](#), and [104.02.D](#) if the Contractor did not give notice as specified in [108.02.F.1](#) and [108.02.F.2](#). This provision does not apply to adjustments provided in Table [104.02-2](#). See Modified General Conditions, page 42, Article 12, and page 59, Article 17.

**108.03 Prosecution and Progress.** Start the Work according to [108.02](#). Notify the Engineer at least 24 hours before starting the Work. If the prosecution of the Work is suspended, notify the Engineer a minimum of 24 hours in advance of resuming operations.

Pursue the Work diligently and continuously as to complete the Project by the Completion Date. **A. Progress Schedule.**

**1. General.** Furnish a bar chart progress schedule to the PRC and/or CPE for review at or before the Preconstruction Meeting. The Engineer will review the schedule and within 14 calendar days of receipt, will either accept the schedule or provide the Contractor with comments. Acceptance of the schedule does not revise the Contract Documents. Provide clarification or any needed additional information within 10 days of a written request by the Engineer. The LPA will withhold Estimates until the Engineer accepts the schedule. The Engineer will not measure or pay for the preparation of the schedule and schedule updates directly, but the cost of preparing and updating the schedule is incidental to all Contract Items.

a. Include the following Administrative Identifier Information:

- (1) Project Number
- (2) County
- (3) Route Number
- (5) PID Number
- (8) Completion Date
- (9) Contractor's Name
- (10) Contractor's Dated Signature
- (11) LPA's Dated Acceptance Signature

Provide a working day schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Completion Date. Show the order and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity. The bar chart schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals,

working and shop drawing preparation, submittal review time for the LPA, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities. The schedule must be detailed on letter or legal sized paper.

b. Activity requirements are discussed in further detail as follows:

(1) Activity Description. Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."

(2) Activity Original Duration. Indicate a planned duration in calendar days for each activity. Do not exceed a duration of 20 working days for any activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.

**2.Early Completion Schedule.** An Early Completion Schedule is defined as a baseline schedule or update schedule which anticipates completion of all work prior to the Completion Date established by the contract documents and the Contractor submits as an Early Completion Schedule. In the event that an Early Completion Schedule is accepted, the Engineer will initiate a change order amending the Completion Date to the finish date shown on the accepted Early Completion Schedule. The amended Completion Date will be effective upon execution of that change order and all contract provisions concerning the Completion Date such as incentives, disincentives, excusable delays, compensable delays, and liquidated damages will be measured against the amended Completion Date. The Contractor may elect not to execute the change order amending the Completion Date; however, in so doing, the Contractor waives its rights to delay damages in meeting the projected early Completion Date.

**3.Updated Progress Schedule.** Submit an updated progress schedule when ordered by the Engineer. The Engineer may request an updated progress schedule when progress on the work has fallen more than 14 calendar days behind the latest accepted progress schedule. Information in the updated schedule must include a "% work completed" value for each activity.

**4.Recovery Schedule.** If the progress schedule projects a finish date for the Project more than 14 calendar days later than the Completion Date, submit a revised schedule showing a plan to finish by the Completion Date. The LPA will withhold Estimates until the Engineer accepts the revised schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

**108.04 Limitation of Operations.** Limit operations to prevent unnecessary inconvenience to the traveling public. If the Engineer concludes that the extent of the Contractor's Work unnecessarily inconveniences the public or concludes limiting operations are necessary to protect the existing or new construction from damage, the Engineer will require the Contractor to finish portions of Work in progress before starting new Work.

**108.05 Character of Workers Methods and Equipment.** Provide personnel with sufficient skills and experience to perform assigned tasks.

Ensure that no debarred individuals listed on the Federal website:

<https://www.sam.gov/SAM/pages/public/samStatusTracker.jsf>

or State debarment list at the website:

<http://www.dot.state.oh.us/divisions/contractadmin/Pages/default.aspx> act in any ownership, leadership, managerial, or other

similar position that could influence the

operations of an entity doing business with the LPA.

If the Engineer gives written notification that specific Contractor or subcontractor personnel are improperly performing the Work, intemperate, disorderly, or creating a hostile work environment, remove the identified personnel from the Project. Do not allow removed personnel to return to the Project without the Engineer's approval.

The Engineer may suspend the Work by written notice under this subsection for the following reasons:

**A.** The Contractor does not furnish sufficient skilled and experienced personnel to complete the Project by the Completion Date.

**B.** The Contractor does not remove personnel from the Project as directed in writing by the Engineer.

Use equipment of sufficient size and mechanical condition to complete the Project by the Completion Date. Ensure that the equipment does not harm the roadway, adjacent property, other highways, workers, or the public.

If the Contract Documents do not prescribe the methods and equipment required to accomplish the Work, determine the methods or equipment necessary to complete the Work according to the Contract. If the Contract Documents specify methods and equipment to perform the Work, use such methods and equipment, unless others are authorized by the Engineer. Obtain the Engineer's written approval before substituting alternate methods or equipment. To obtain the Engineer's approval, submit a written description of the alternate methods and equipment proposed and an explanation of the reasons for making the change. The Engineer's approval of the substitute methods and equipment does not relieve the Contractor of the obligation to produce Work according to [105.03](#). If after trial use of the substituted methods or equipment, the Engineer determines that the Work does not conform to the Contract Documents, then complete the remaining Work using the specified methods and equipment. Remove all deficient Work and replace it according to the Contract Documents, or take such other corrective action as directed by the Engineer. The Engineer's authorization to substitute alternate methods and equipment will not change the basis of payment for the construction items involved or the Contract Time.

#### **108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays.**

See Modified General Conditions, page 4.05, page 10.

#### **108.07 Failure to Complete on Time.**



**A.** If the Contractor fails to complete the Work by the Completion Date, then the PRC and/or CPE, if satisfied that the Contractor is making reasonable progress, and deems it in the best interest of the public, may allow the Contractor to continue in control of the Work. The LPA will pay the Contractor for Work performed on the Project less any liquidated damages incurred.

If the Work is not completed by the Completion Date and the PRC and/or CPE permits the Contractor to remain in control, prosecute the Work at as many different places, at such times, and with such forces as the PRC requests. Provide a written plan for the completion of the Work.

For each calendar day that Work remains uncompleted after the Completion Date, the LPA will deduct the sum specified herein from any money due the Contractor, not as a penalty, but as liquidated damages. The Director will adjust the Completion Date or other contractually mandated dates for delays specified in Modified General Conditions, page 10, paragraph 4.05.C, and Modified General Conditions, page 10, paragraph 4.05.A.

Permitting the Contractor to continue and complete the Work or any part of the Work after the Completion Date, or after extensions to the Completion Date, will in no way operate as a waiver on the part of the LPA of any of its rights under the Contract.

Provided the project is available for use as intended by the Contract and the Work remaining will not impact traffic, the Contractor may submit a request that the LPA suspend the assessment of liquidated damages for a stated period of time. For the limited purposes of assessing liquidated damages, the closing of a shoulder is not considered an impact upon traffic. Submit this request within 30 days of the assessment of the liquidated damages. In addition to the written plan required to remain in control of the Work as stated above, this request should include at a minimum the Work left to be completed, the reason(s) the Work is incomplete or on hold, as well as, methods, resources and timelines for pursuing the same. This will define diligent pursuit of the work. Once accepted, and provided both of the following criteria are met, the LPA may suspend the assessment of liquidated damages: **A.** The Contractor is diligently pursuing the remaining Work.

- B.** Necessary items are completed and operational to provide an appropriate level of safety to the traveling public. These items include but are not limited to signs, pavement markings, guardrail, attenuators, signals and RPM's.
- C.** The Work remaining will not interfere with the intended use of the project and will not impact traffic. For the limited purposes of assessing liquidate damages, the closing of a shoulder is not considered an impact upon traffic.
- D.** See Owner Contract Agreement, page OCA-3, paragraph 3.4.

1) 108.08 Unsatisfactory Progress and Default of Contractor. The PRC and/or CPE will notify the Contractor in writing of unsatisfactory progress for any of the following reasons:

- A.** The Contractor has not commenced the Work by the dates established in the schedule.
- B.** The Contractor does not proceed with the Work in a manner necessary for completion of the Project by the Completion Date.
- C.** The Contractor is performing the Work improperly.
- D.** The Contractor abandons, fails, or refuses to complete the Work.



E. Any other reason the PRC and/or CPE believes jeopardizes completion of the Work by the Completion Date.

If the Contractor does not respond to the satisfaction of the PRC and/or CPE, the PRC and/or CPE may declare the Contractor in default and may notify the Contractor and Surety that the responsibility to complete the Work is transferred to the Surety. Upon receipt of this notification, the Contractor's right to control and supervise the Work will immediately cease. The defaulted Contractor will not be compensated for costs resulting from the default and is not eligible to be retained by the Surety to complete the Work. If it is determined that the LPA's default of the Contractor according to [108.08](#) is wrongful, then the default will revert to a termination of the Contract according to [108.09](#).

**108.09 Termination of the Contract for Convenience of the LPA.** The PRC and/or CPE may terminate the Contract at any time for the convenience of the LPA. The LPA will compensate the Contractor according to Modified General Conditions page 43, paragraph 13.01, page 40, paragraph 11.04.C, and page 58, paragraph 16.03 for termination of the Contract for the convenience of the LPA.

**108.10 Payroll Records.** Keep payroll records as specified in [ORC 4115.07](#) or as required by Federal law.

Authorized representatives of the PRC and/or CPE may inspect the certified payroll and other payroll records. Upon completion of the Work and before receiving the final estimate and when required by [ORC 4115.07](#), submit an affidavit stating that wages have been paid according to the minimum rates specified in the Contract Documents.

## 9. 109 ACCEPTANCE, MEASUREMENT, AND PAYMENT

**109.01 Measurement of Quantities.** The LPA will measure the quantities of Work and calculate payments based on the method of measurement and basis of payment provisions provided in these Specifications. When the following units of measure are specified, the LPA will measure quantities as described below unless otherwise specified in the Contract Documents. The accuracy of individual pay item estimate payments will be one decimal more accurate than the unit of measure denoted for the pay item.

**Lump Sum.** Not measured. Describes payment as reimbursement for all resources necessary to complete the Work. When a complete structure or structural unit is specified as the unit of measurement, the unit will include all necessary fittings and accessories.

**Each.** Measured by the number of individual items of Work completed.

**Foot (Meter).** Measured parallel to the longitudinal base or foundation upon which items are placed, or along the longitudinal surface of the item. Measured vertically to the nearest 0.1 foot (0.01 m), with a minimum vertical measurement of 1 foot (0.10 m), at each unit.

**Square Yard or Square Foot (Square Meter).** Measured by a two-dimensional area method on the surface of the item.

**M Square Feet.** One thousand square feet.

**Cubic Yard (Cubic Meter).** Measured by a three-dimensional volume method. Measure all "loose material" or material "measured in the vehicle" by the cubic yard (cubic meter). Haul material "measured in the vehicle" in approved vehicles and measure in the vehicle at the point of delivery. For this purpose, use approved vehicles of any type or size satisfactory to the Engineer, provided the vehicle's bed is of such type that the actual contents are readily and

accurately determined. Unless all approved vehicles on a job are of uniform capacity, each approved vehicle must bear a legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

**Cubic Yard (Cubic Meter) for Asphalt Concrete.** Measure as specified in [401.21](#).

**Acre (Hectare).** Measured by a two-dimensional area method on the surface to the nearest 0.1 acre (0.05 ha).

**Pound (Kilogram).** Measured by actual item net weight avoirdupois (mass).

**Ton (Metric Ton).** The term “ton” means the short ton consisting of 2000 pounds avoirdupois. The term “metric ton” means 1000 kilograms. Weigh all materials that are proportioned by weight on accurate and approved scales that are operated by competent, qualified personnel at locations approved by the Engineer. However, car weights will not be acceptable for materials to be passed through mixing plants. If trucks are used to haul material being paid for by weight, weigh the empty truck at least once daily and as the Engineer directs and only if the weight of the truck is used in determining the ticket weight. Place a plainly legible identification mark on each truck bearing the weight of the truck.

For Work on a tonnage basis, file with the Engineer receipted freight bills for railroad shipments and certified weight-bills when materials are received by any other method, showing the actual tonnage used. For Work on a volume basis, itemize evidence of the volume used.

**Gallon (Liter).** Measured by actual item liquid volume. The Department will measure the following materials by the gallon (liter) at the following temperatures:

Temperatures	Items
60 °F (16 °C)	Creosote for Priming Coat, Creosote Oil, Creosote Solutions for Timber Preservatives, Asphalt Primer for Water-proofing, and Liquefier
100 °F (38 °C)	RC, MC Asphalt Emulsions, CBAE, Primer 20, and Primer 100
300 °F (149 °C)	Asphalt Binder

Measure tank car outage of asphalt material at its destination before any material has been removed from the tank car according to [Supplement 1060](#).

Convert the net weight of asphalt material shipments to gallons (liters) at the specified pay temperature according to [Supplement 1060](#).

Convert the gallons (liters) at the measured temperature to gallons (liters) of asphalt material at the specified pay temperature according to [Supplement 1060](#).

**M Gallon.** One thousand gallons.

**Thousand Board Feet, MBF (Cubic Meter).** Measure timber by MBF (cubic meter) actually incorporated in the structure. Base the measurement on nominal widths, thicknesses, and the extreme length of each piece.

**Standard Manufactured Items.** When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by size, unit weight, section dimensions, etc., such identification will be to nominal weights or dimensions set by the industry.

**109.02 Measurement Units.** The Department will measure using either English or metric units as indicated in the Contract Documents. Use the Tables [109.02-1](#) and [109.02-2](#) to convert units when required. If Tables [109.02-1](#) and [109.02-2](#) do not provide a required factor, then use the appropriate factor provided in the [IEEE/ASTM SI 10](#).

**TABLE 109.02-1 ENGLISH TO SI (METRIC) CONVERSION FACTORS**

Symbol	When You Know	Multiply By	To Find	Symbol
<b>Length</b>				
mil	mils	25.4	micrometers	μm
in	inches	25.4	millimeters	mm
ft	feet	0.3048	meters	m
yd	yards	0.9144	meters	m
mi	miles	1.609347	kilometers	km
<b>Area</b>				
in <sup>2</sup>	square inches	645.16	square millimeters	mm <sup>2</sup>
ft <sup>2</sup>	square feet	0.09290304	square meters	m <sup>2</sup>
yd <sup>2</sup>	square yards	0.8361274	square meters	m <sup>2</sup>
ac	acres	0.4046873	hectares	ha
ac	acres	4046.873	square meters	m <sup>2</sup>
mi <sup>2</sup>	square miles	2.589998	square kilometers	km <sup>2</sup>
<b>Volume</b>				
fl oz	fluid ounces	29.57353	milliliters	mL
gal	gallons	3.785412	liters	L
ft <sup>3</sup>	cubic feet	0.02831685	cubic meters	m <sup>3</sup>
yd <sup>3</sup>	cubic yards	0.7645549	cubic meters	m <sup>3</sup>
<b>Mass</b>				
oz	ounces	28.34952	grams	g
lb	pounds	0.4535924	kilograms	kg
T	2000 pounds	0.9071847	metric tons	t
<b>Temperature</b>				
°F	Fahrenheit	C = (F-32)/1.8	Celsius	°C
<b>Illumination</b>				
fc	foot-candles	10.76391	lux	lx
fl	foot-lamberts	3.426259	candelas per square meter	cd/m <sup>2</sup>
<b>Force and Pressure or Stress</b>				
lbf·ft	pounds-force foot	1.355818	newton meter	N·m
lbf	pounds force	4.448222	newtons	N
lbf/ft <sup>2</sup> (psf)	pounds force per square foot	47.88026	pascals	Pa
lbf/in <sup>2</sup> (psi)	pounds force per square inch	0.006894757	megapascals	MPa

1) **TABLE 109.02-2 SI (METRIC) TO ENGLISH CONVERSION FACTORS**

Symbol	When You Know	Multiply By	To Find	Symbol
<b>Length</b>				

μm	micrometers	0.03937	mils	mil
mm	millimeters	0.03937	inches	in
m	meters	3.28084	feet	ft
m	meters	1.093613	yards	yd
km	kilometers	0.62137	miles	mi
<b>Area</b>				
mm <sup>2</sup>	square millimeters	0.00155	square inches	in <sup>2</sup>
m <sup>2</sup>	square meters	10.76391	square feet	ft <sup>2</sup>
m <sup>2</sup>	square meters	1.19599	square yards	yd <sup>2</sup>
ha	hectares	2.4710437	acres	ac
m <sup>2</sup>	square meters	0.000247	acres	ac
km <sup>2</sup>	square kilometers	0.3861	square miles	mi <sup>2</sup>
<b>Volume</b>				
mL	milliliters	0.033814	fluid ounces	fl oz
L	liters	0.264172	gallons	gal
m <sup>3</sup>	cubic meters	35.31466	cubic feet	ft <sup>3</sup>
m <sup>3</sup>	cubic meters	1.30795	cubic yard	yd <sup>3</sup>
<b>Mass</b>				
g	grams	0.035274	ounces	oz
kg	kilograms	2.204622	pounds	lb
t	metric tons	1.1023114	2000 pounds	T
<b>Temperature</b>				
°C	Celsius	F = 1.8C + 32	Fahrenheit	°F
<b>Illumination</b>				
lx	lux	0.09290304	foot-candles	fc
cd/m <sup>2</sup>	candelas per square meter	0.29186352	foot-lamberts	fl
<b>Force and Pressure or Stress</b>				
N·m	newton meters	0.7375621	pounds-foot force	lbf ft
N	newtons	0.22480892	pound force	lbf
Pa	pascals	0.02088543	pounds force per square foot	lbf/ft <sup>2</sup> (psf)
MPa	megapascals	145.03774	pounds force per square inch	lbf/in <sup>2</sup> (psi)

**109.03 Scope of Payment.** Payment of the Contract Price is full compensation for all resources necessary to complete the Contract Item and maintain the Work. Assume liability for risk, loss, damage, or expense resulting from the Work. The Contract Price and Contract Time shall only be changed by written Change Order or as determined by the LPA in writing in accordance with the contract documents.

**109.04 Compensation for Altered Quantities, Eliminated Items or Termination of the Contract for Convenience of the LPA.** If the agreed quantities of contract items vary from the

quantities in the Contract, the LPA will make payment at the original Contract unit prices for the agreed quantities of Work.

A. If an item is eliminated in accordance with [104.02.E](#) or the contract is terminated in accordance with [108.09](#) the LPA will pay the following in addition to that provided by [104.02.D](#):

1. Restocking charges supported by paid invoices and an additional 5 percent markup on the compensation for overhead and profit.
2. The cost of material transferred to the LPA in lieu of restocking or disposal. The allowed compensation is the paid invoice cost plus 15 percent markup, but no more than the unit bid price for the reference number involved.
3. Hauling costs, if not included in restocking charges, for returned material and for material delivered to the LPA.

B. If the project is terminated for convenience of the LPA, the LPA will negotiate compensation with the Contractor for actual costs incurred as a result of the termination.

#### **109.05 Changes and Extra Work.**

A. **General.** If the LPA revises the Contract under: [104.02](#), [105.13](#), [107.10](#), [107.14](#), [107.15](#), [109.06](#), or [109.07](#), the Department will pay for changes and Extra Work with a Change Order using the sequence specified in Modified General Conditions, page 43, paragraph 13.01.

In establishing the method of payment for contract changes or extra work orders, force account procedures shall only be used when strictly necessary, such as when agreement cannot be reached with the Contractor on the price of a new work item, or when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy. The reason or reasons for using force account procedures shall be documented.

Unless otherwise stated in [109.05](#), the compensation provided in Modified General Conditions, page 43, paragraph 13.01 constitutes payment in full for all changes and Extra Work completed by original Contract Price, agreed unit price, agreed lump sum price, and for work performed on a force account basis, including:

1. Administration.
2. Superintendence.
3. Project and field office overhead.
4. Home office overhead.
5. Use of tools and equipment for which no rental is allowed.
6. Profit.
7. Taxes other than sales tax.
8. Premiums on insurance including additional premiums for Commercial General Liability Insurance required by [107.12.B](#) and any additional coverage carried by the Contractor or subcontractor, excluding pollution and railroad General Liability Insurance. The LPA will pay the Contractor's pollution and railroad liability insurance premiums, if required by the contract, by a separate Change Order for the cost of the premium without any markup. When the Contractors or subcontractors basic rate for General Commercial Liability Insurance required by [107.12.B](#) is greater than 5 percent of payroll, the LPA will pay

directly without markup the portion of the premium in excess of 5 percent and provide copies of paid premiums.

Sales tax will not be allowed on any item for which tax exemption was obtained.

**B. Negotiated Prices.** Negotiated prices for changes and Extra Work shall be comparable to prices that would have resulted from a competitive bid contract. The Engineer and Contractor will negotiate agreed unit or lump sum prices using one or more of the following methods:

1. Original Contract prices for similar work but adjusted for:
  - a. increased or decreased material costs specified in [109.05.C.3](#).
  - b. increased or decreased labor costs specified in [109.05.C.2](#)
  - c. increased or decreased equipment costs specified in [109.05.C.4](#)

Adjustments of these prices for inflation or markup for subcontractor work is not allowed.

2. State-wide average unit price awarded for the item, LPA average unit price awarded for the item, or items as listed in the Department's annual "Summary of Contracts Awarded." These prices may be adjusted for inflation using factors issued by the [Office of Construction Administration](#). No markup for subcontractor work is allowed.
3. Average price awarded on three different projects of similar work and quantity. These prices may be adjusted for inflation using factors issued by the [Office of Construction Administration](#). No markup for subcontractor work is allowed.
4. Prices computed by the Office of Estimating.
5. Cost analysis of labor, material, equipment, and markups as allowed in [109.05.C](#).
6. For the cost of compensable delays as defined in [108.06](#), prepare a cost analysis as allowed by [109.05.D](#).

Provide proposed pricing and cost justification for changes or Extra Work within 5 business days after the LPA's request. The LPA will respond within 5 business days after receipt of the Contractor's proposal. The LPA and the Contractor can mutually agree to extend these 5-day time limits.

If the LPA negotiates with the Contractor but does not agree on a price adjustment, the Engineer may direct the Contractor to perform all or part of the revised Work under force account.

### **C. Force Account.**

**1. General.** The Engineer may direct the Contractor to perform the revised Work under force account. Submit a written proposal and estimated costs for the Work, including the planned equipment, materials, labor, and a work schedule.

The LPA will pay the Contractor as specified in [109.05.C](#) as full compensation for performing the force account Work. The Project and Contractor personnel will document the labor and equipment used on the force account work on a Daily Force Account Record. At the end of each Workday, the Project and Contractor personnel will compare and sign the Daily Force Account Record. The LPA will make no force account payment before the Contractor submits an itemized statement of the costs for that work.

The Engineer will examine and, if found to be acceptable, approve all rates and costs submitted by the Contractor.

Provide the following content in itemized statements for all force account work:

- a. Name, classification, date, daily hours, total hours, rate, and amount for all labor.
- b. Designation, dates, daily hours, total hours of actual operation and idle time, [Blue Book](#) rate with reference or category, and amount for each unit of equipment and the applicable [Blue Book](#) hourly operating cost for each unit of equipment and invoices for all rental equipment. The designation includes the manufacturer's name or trademark, model number, and year of manufacture.
- c. Quantities of materials and prices.
- d. Transportation charges on materials, free on board (F.O.B.) at the job site.
- e. Cost of workers' compensation insurance premiums, all applicable insurance premiums, unemployment insurance contributions, and social security tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which should be expressed as a cost per hour.
- f. Documentation showing payment for all surveying, professional, or similar specialized Work not normally a part of an LPA contract.
- g. If materials are taken from Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, provide an affidavit and certify all of the following:
  - (1) The materials were taken from the Contractor's stock.
  - (2) The quantity shown was actually used for the force account work.
  - (3) The price and transportation costs represent the actual cost to the Contractor.
- h. Documentation showing payment to trucking firms and owner-operators. Submit documentation showing owner-operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to [109.05.C.1.a](#), [109.05.C.1.b](#), and [109.05.C.1.e](#).
- i. Provide "receipted invoices" for all costs substantiated by an invoice.

If only part of the expenditure represented by an invoice is applicable to force account work, or if the invoice represents expenditure for more than one item of work, clearly indicate the actual amount of expenditure applicable to each item of work.

**2. Labor.** The LPA will pay the wages and fringe benefits currently in effect for each hour the Work is performed by all labor employed in the Work and all foremen in direct charge of the specific operation. The LPA will pay an additional 38 percent markup on these wages and benefits. "Fringe benefits" are the actual costs paid to, or on behalf of, workmen by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws or by a collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed on the Project.

The LPA will pay the actual itemized cost, without markup, of the following payroll taxes and legally required insurances:

- a. Social Security Tax.
- b. Medicare Tax.
- c. Ohio Workers' Compensation Premiums.



d. State and Federal Unemployment Insurance.

e. Longshore and Harborworkers' Compensation Insurance for work from a barge or ship, or unloading material from a barge or ship.

Provide itemized statements in addition to the documentation requirements for all labor

including the name, classification, date, daily hours, total hours, rate, and amount. If any person is paid more than the one rate, a separate listing shall be made for that person for each rate paid. Provide itemized statements for Ohio Workers' Compensation insurance premiums, all applicable insurance premiums, State and Federal Unemployment Insurance contributions, and Social Security Tax and fees or dues required by a collective bargaining agreement. Express each of these items of cost as a percentage of payroll, except fees or dues, which shall be expressed as a cost per hour.

Instead of itemizing the cost of Social Security Tax, Ohio Workers' Compensation, and State and Federal Unemployment Insurance, the Contractor may elect to receive as compensation for these payroll taxes and premiums, an amount equal to 22 percent of the paid wages. If the Contractor pays fringes directly to the worker in lieu of paying into a fringe benefit program, then the LPA will treat these fringe payments as paid wages when calculating the allowed 22 percent compensation.

The LPA will pay, without markup, the actual itemized cost of fees and dues paid to labor unions or to business associations when they are based on payroll hours and required by a collective bargaining agreement.

The LPA will not pay for wages or benefits for personnel connected with the Contractor's forces above the classification of foreman that have only general supervisory responsibility for the force account work.

If the foreman or timekeeper is employed partly on force account work and partly on other work, the Contractor shall prorate the number of hours between the force and non-force account work according to the number of people on each task as shown on payrolls.

The LPA will pay the prevailing wage and fringe rates that apply to the Project for the classifications required for Extra Work. The Contractor must provide payroll records for pay rates higher than the prevailing wages and establish that the higher than prevailing rates are paid for original Contract Work. The LPA will pay for foremen and time keepers not covered by prevailing wages not more than the salaried rate they receive when engaged in original Contract Work.

The LPA will pay actual costs for subsistence and travel allowances when such payments are required by the collective bargaining agreement or other employment contracts applicable to the classes of labor employed on the Project. The LPA will not pay a percent markup on these costs.

**3. Materials.** The LPA will pay the Contractor's actual invoice costs, including applicable taxes and actual freight charges, for Engineer approved materials the Contractor uses in force account Work. The LPA will pay an additional 15 percent markup on these costs.

Freight or hauling costs charged to the Contractor and not included in unit prices shall be itemized and supported by invoices. The cost of owned or rented equipment used to haul materials to the project is not part of the materials cost. Such equipment, when used for hauling materials, shall be listed under cost of equipment.

Provide itemized statements in addition to the documentation requirements for all equipment including the quantity and price of each material and transportation charges free on board (F.O.B.) at the job site. Attach invoices to support the quantities of materials used, unit prices paid and transportation charges. If the Contractor uses materials from the Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, the Department and the Contractor will agree on a price that represents the actual cost to the Contractor. Provide an affidavit and certify all of the following:

- a. The materials were taken from the Contractor's stock.
- b. The quantity shown was actually used for the force account work.
- c. The price and transportation costs represent the actual cost to the Contractor.

Do not incorporate materials into the Work without a price agreement.

#### **4. Equipment.**

- a. **General.** The LPA will pay the Contractor's costs for equipment the Engineer deems necessary to perform the force account work for the time directed by the Engineer or until the Contractor completes the force account Work, whichever happens first. The LPA will pay the Contractor the established rates for equipment only during the hours that it is operated, except as otherwise allowed elsewhere in these Specifications. The LPA will pay for non-operating hours at the idle equipment rate as specified in [109.05.C.4.c](#). Report equipment hours to the nearest 1/2 hour. The established equipment rates in these Specifications include compensation for overhead and profit except as otherwise specified.

The LPA will pay for use of Contractor-owned equipment the Engineer approves for force

account Work at established rates. The LPA will pay the rates, as modified in [109.05.C.4.b](#), given in the [Equipment Watch Cost Recovery](#) (formerly Rental Rate [Blue Book](#)), by EquipmentWatch, a division of Penton Business Media, Inc.

Provide, and the Engineer will confirm, the manufacturer's ratings and manufacturer-

approved modifications required to classify equipment for rental rate determination. For equipment with no direct power unit, use a unit of at least the minimum recommended manufacturer's rating.

The LPA will not pay rental for small tools or equipment that show a daily rate less than \$5.00 or for unlisted equipment that has a value of less than \$400.

Tool trucks will be allowed for compensation if they are used at the force account site. Only the tools used from the tool truck will be allowed for compensation. Tools in the tool truck that are not used in the force account work will not be compensated. A tool trailer that remains at the Contractor's office or yard will not be allowed on the force account work. Tool trailers that are taken to the force account site will be allowed for compensation along with the tools used on the force account work that were taken from the trailer.

Treat traffic control devices used in Maintaining Traffic and owned by the Contractor as

owned equipment. Allowed rates for common traffic control devices and concrete barrier that are not listed in the [Blue Book](#) will be as determined by the LPA.

Use Engineer approved equipment in good working condition and providing normal output or production. The Engineer may reject equipment not in good working condition or not properly sized for efficient performance of the Work.

For each piece of equipment used, whether owned or rented, provide the Engineer with the following information:

- (1) Manufacturer's name or trademark.
- (2) Equipment type.
- (3) Year of manufacture.
- (4) Model number.
- (5) Type of fuel used.
- (6) Horsepower rating.
- (7) Attachments required, together with their size or capacity.
- (8) All further information necessary to determine the proper rate.
- (9) Dates, daily hours, total hours of actual operation and idle time,
- (10) [Blue Book](#) rate with reference or category,
- (11) Amount
- (12) Applicable [Blue Book](#) hourly operating cost
- (13) Invoices for all rental equipment.

**b. Hourly Owned Equipment Rates.** The base rate for the machine and attachments represent the major cost of equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs. The hourly operating rate represents the major costs of equipment operation, such as fuel and oil lubrication, field repairs, tires, expendable parts, and supplies.

For all equipment used on force account work, determine, and have the LPA confirm, the hourly owned equipment rates as follows:

$$\text{HOER} = [\text{RAF} \times \text{ARA} \times (\text{R} / 176)] + \text{HOC}$$

Where:

HOER = hourly owned equipment rate

RAF = regional adjustment factor shown in the [Blue Book](#)

ARA = age rate adjustment factor shown in the [Blue Book](#)

R = current [Blue Book](#) monthly rate

HOC = estimated hourly operating cost shown in the [Blue Book](#)

However, compensation for equipment normally used on a 24 hours per day basis will not exceed the monthly rate plus adjustments and operating costs.

The rate adjustment factor assigned to any attachment will be the yearly factor as determined for the base equipment.

When multiple attachments are included with the rental equipment, only the attachment

having the highest rental rate will be eligible for payment, provided that the attachment has been approved by the Engineer as being necessary to the force account Work.

When a piece of owned equipment is not listed in the [Blue Book](#), use the rate for similar equipment found in the [Blue Book](#) or use 6 percent of the purchase price as the monthly rate (*R*) and add the hourly operating rate found in the [Blue Book](#) for similar equipment of the same horsepower.

For equipment brought to the Project exclusively for force account work and on the Project for less than a month, multiply the monthly rate (*R*) by the factor listed below:

2) TABLE 109.05-1

Working Hours	Factor
Less than or equal to 8.0	2.00
8.1 to 175.9	2.048 - (hours/168)
176 or greater	1.00

The term “WORKING HOURS,” as used in Table [109.05-1](#), includes only those hours the equipment is actually in operation performing force account work; apply the factor, as determined above, to these actual working hours only. Calculate compensation for any idle time according to [109.05.C.4.c](#) without application of the factor.

The LPA will pay as working equipment for the entire Workday equipment used intermittently during the Workday. The following criteria qualify for intermittently used equipment:

(1) Equipment dedicated to the force account exclusively all day and not used on bid work.

(2) Equipment works before and after the intermittent idle period and its total working time during the Workday is at least 2 hours.

Equipment that is captive to the force account work (i.e. it must remain at the force account site), but does not qualify for intermittently used owned equipment, is paid as idle equipment according to [109.05.C.4.c](#) for the time it is not working.

**c. Hourly Idle Equipment Rate.** For equipment that is in operational condition, on site, and necessary for force account Work, but is idle, the LPA will pay an hourly idle equipment rate. The procedure to determine the hourly idle equipment rate for Contractor owned equipment is as follows:

$$\text{HIER} = \text{RAF} \times \text{ARA} \times (\text{R} / 176) \times$$

(1/2) Where:

HIER = Hourly idle equipment rate.

RAF = Regional adjustment factor shown in the [Blue Book](#).

ARA = Age rate adjustment factor shown in the [Blue Book](#). R = Current [Blue Book](#) monthly rate.

If rented equipment necessary for force account work is idle, the LPA will pay the Contractor for the actual invoiced rates prorated for the duration of the idle period. The actual

invoiced rates must be reasonably in line with the [Blue Book](#) rates and approved by the Engineer. The LPA will pay a 15 percent markup for overhead and profit for the actual invoiced rates during the idle period.

The LPA will not pay idle owned equipment costs for more than 8 hours in a 24-hour day or 40 hours in a week.

The LPA will not pay for inoperable equipment.

The Engineer may order specific equipment to the site up to 5 days before its planned usage. If this equipment is not used for other work, the LPA will pay for it as idle equipment until used.

The LPA will pay for the cost of idle owned or rented equipment when the Work was suspended for the convenience of the State. The LPA will not pay the cost of idle equipment when the Work was suspended by the Contractor for the Contractor's own reasons.

The LPA will only pay for the number of Calendar Days during the existence of the suspension. The LPA will not compensate the Contractor for days that the Engineer determined were lost to weather.

The LPA will only pay for equipment physically located at the Project site that was received to prosecute the scheduled work during the delay.

Compensation for idle equipment will stop at the completion of the force account Work or at the end of the suspension of Work.

- d. **Rented Equipment.** The LPA will pay a 15 percent markup for overhead and profit for all rented equipment, its corresponding [Blue Book](#) hourly operating costs, and State and Local sales taxes.

**(1) Equipment Rented Solely for Force Account Work.** If the Contractor rents or leases equipment from a third party exclusively for force account Work, the LPA will pay the actual invoiced amount. The actual invoiced rates must be reasonably in line with the [Blue Book](#) and approved by the Engineer. The LPA will pay a 15 percent markup for overhead and profit for all rented equipment paid for by the actual invoices. Add the [Blue Book](#) hourly operating cost to the marked up actual invoiced rates.

**(2) Equipment Rented for Original Contract Work, but Used for Force Account Work.**

If the Contractor uses rented equipment currently on the Project for original Contract Work to perform force account Work, then determine the hourly outside-rented equipment rate as follows:

$$\text{HRER} = (\text{HRI} \times 115\%) + \text{HOC}$$

Where:

HRER = hourly rented equipment rate

HRI = hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work. Use a monthly invoice rate

divided by 176, a weekly invoice rate divided by 40, or a daily invoice rate divided by 8.

HOC = hourly operating cost shown in the [Blue Book](#)

The LPA will not compensate for rental rates that exceed the [Blue Book](#) rates unless approved in advance of the Work by the Engineer.

- e. **Moving of Equipment.** The LPA will also pay for the time required to move needed equipment to the location of the force account work and to return it to its original location. The LPA will pay for loading and transportation costs instead of moving time if equipment is moved by means other than its own power. Moving time back to the original location or loading and transportation costs will not be allowed if the equipment is used at the site of the force account work on contract items or related work.

The LPA will consider the actual cost of transferring the equipment to the Project and returning it to the original location as an additional expense and pay for it as specified, for equipment moved on the Project exclusively for force account work.

The Engineer will confirm the original location of the equipment before the Contractor moves and uses it for force account work.

If the equipment is transported by a common carrier, the allowance is the invoiced amount paid for the freight plus 15 percent. However, if the Contractor's forces transport the equipment, the allowable compensation will be [Blue Book](#) rate of the hauling unit and hourly [Blue Book](#) operating cost plus the driver's wages and the cost of loading and unloading the equipment calculated according to [109.05.C.2](#).

- 5. **Foreman's Transportation.** The LPA will pay the [Blue Book](#) rate for every hour the foreman's truck is on the force account site or moving to or from the site. This rate includes equipment cost, fuel and lubricants, overhead, profit, and mobile phone or two-way radios.
- 6. **Subcontract Work.** For Work performed by an approved subcontractor, the LPA will pay an amount to cover administrative costs of 8% on the first \$10,000 of work and 5% for work in excess of \$10,000 as provided in [109.05.C.4](#) through [109.05.C.5](#). No additional mark-up is allowed for work of a sub-subcontractor or trucking services employed by a subcontractor.
- 7. **Final Adjustment to Premium for Contract Bonds.** The final bond premium amount for the payment and performance bonds will be computed based on the actual final contract value. For the purpose of computing a bond premium adjustment the actual final contract value is defined as the whole sum of money, excluding any bond premium adjustment, which is passed from the LPA to the Contractor as a result of the completion of the Work. If the actual final contract value is different from the original contract value, the premium shall be adjusted accordingly; either by refund of part of the original bond premium by the Contractor if the original contract value is larger than the actual final contract value; or by payment of additional bond premium by the LPA if the original contract value is smaller than the actual final contract value. Additional payment by the LPA or refund by the Contractor will be based on the difference between the invoiced bond premium for the original contract value and the invoiced bond premium for the actual final contract value without any markup. A final bond premium adjustment will not be made when the actual final contract value differs from the original contract value by less than \$ 40,000.00.

## 8. Trucking.

- a. Trucking firms and owner operators not subject to prevailing wage will be paid at the invoiced cost plus 8% on the first \$10,000 of trucking and 5% for trucking in excess of \$10,000 to cover administrative costs.
- b. Trucking that is subject to the prevailing wage law will be compensated according to 109.05.C.1, 109.05.C.2, 109.05.C.4, 109.05.C.6, and 109.05.C.10.

Provide documentation showing payment to trucking firms and owner-operators and owner operations status. When the trucking is subject to prevailing wage, submit payroll and equipment usage records according to [109.05.C.2](#) and [109.05.C.4](#).

## 9. Professional and Specialized Work.

The following work, when performed by a firm hired by the Contractor, is paid at the reasonable and fair market invoiced cost plus 8% on the first \$10,000 of work and 5% for work in excess of \$10,000.

- a. Surveying.
- b. Engineering design.
- c. Specialized work that is not normally part of a LPA Contract and is not normally subject to prevailing wage.
- d. Installation, periodic maintenance, and removal of traffic control devices under [Item 614](#) performed by a traffic control service or rental company, provided the workers are not on the Project full-time. Maintenance of Traffic services performed by LEO.
- e. Other professional or specialized work not contemplated at the time of Bid. Provide documentation showing payment for professional and specialized Work.

## 10. Payment for Force Account Work.

Submit an analysis of estimated cost prepared in accordance with [109.05.C](#) for work that will be performed on a force account basis. Attach an original affidavit to the analysis stating:

*“Labor rates shown are the actual rates paid for labor, unit prices for materials and rates for owned and rented equipment have been estimated on the basis they are not in excess of those charged in the area in which the work will be performed.”*

The Engineer will process an Estimated Cost of Force Account (ECFA) if the amount of the force account work is likely to be greater than \$100,000 and is expected to take more than two weeks to complete. The Engineer will process an Actual Cost of Force Account (ACFA) to make any necessary adjustment between the ECFA and the final itemized costs for the force account work.

For force account work estimated to be less than \$100,000 and anticipated to require less than two weeks to perform, the Engineer will process an Actual Cost of Force Account (ACFA) at the conclusion of the work.

Submit biweekly itemized statement of costs prepared from the Daily Force Account Records to the Engineer as the work is being performed. The Engineer will process estimates as the force account work is performed. Payment will only be made upon receipt of the Contractor’s itemized statement of costs.

Upon conclusion of the work performed by an ECFA or work performed by an ACFA submit an itemized statement of the actual costs prepared from the Daily Force Account Record. Submit a compact disk (CD), labeled with the Contractor’s name and the project number, and a



hard copy of the “Electronic Force Account.” An “Electronic Force Account” template can be downloaded from the following website:

[www.dot.state.oh.us/divisions/constructionmgt/admin/pages/default.aspx](http://www.dot.state.oh.us/divisions/constructionmgt/admin/pages/default.aspx)

The Engineer may approve an alternative electronic template provided all calculations and printouts are equivalent to those generated by the “Electronic Force Account” template.

Attach an original affidavit to the hard copy stating:

*“The name, classification, total hours worked and rates paid each person listed on the Summary of Actual Cost are substantiated by actual records of persons employed on the force account work. All unit prices for materials and rates for owned and rented equipment listed on the Summary of Actual Costs are substantiated by actual records of materials and equipment actually used in performance of the force account work and the price of any owned equipment not previously agreed upon does not exceed prices charged for similar equipment in the area in which the work was performed.”*

Daily Force Account Records signed by both the LPA and Contractor will govern over other LPA and Contractor records subject to the following:

- a. When the Contractor is subject to a Union Contract that requires a minimum number of paid hours, the compensation will be for the verified contract minimum hours.
- b. Material quantity disagreements will be resolved by field measurements of the installed quantities or the Engineer’s estimate of the amount of temporary or un-measurable material used. The Engineer may also review and consider the Contractor’s material invoices and material certifications to make the final determination.

In the event the Contractor declines to sign the Daily Force Account Record, the LPA’s records shall govern. Any resulting dispute must be pursued in accordance with 108.02.G.

#### **D. Delay Costs.**

1. **General.** If the LPA agrees that it has caused a delay, the LPA will pay for the costs specified in [109.05.D](#) as allowed by [108.06.D](#), unless these costs have been previously paid as listed in [109.05.B](#) or [109.05.C](#). Such payment constitutes full compensation for any and all delay costs

The LPA will make no payment for delays occurring during the period from December 1 to April 30 unless the Contractor’s approved progress schedule depicts critical Work occurring throughout this period.

The LPA will not pay for delay costs until the Contractor submits an itemized statement of those costs. Provide the content specified in [109.05.C.1](#), for the applicable items in this statement and as follows:

- a. Proof of cost of Superintendent, or other project staff salaries, wages, and payroll taxes and insurance.
- b. Proof of cost of office rent, utilities, land rent, and office supplies.
- c. Proof of escalated cost for labor and material.
- d. Proof of material storage costs.

#### **2. Allowable Delay Costs**

- a. **Extended Labor.** Compute labor costs during delays as specified in [109.05.C.4](#) for all non-salaried personnel remaining on the Project as required under collective bargaining agreements or for other Engineer-approved reasons.
- b. **Escalated Labor.** To receive payment for escalated labor costs, demonstrate that the LPA-caused delay forced the Work to be performed during a period when labor costs were higher than planned at the time of Bid. Provide adequate support documentation for the costs, allowances, and benefits specified in [109.05.C.4](#).
- c. **Idle Equipment or Equipment Demobilization.** The LPA will pay the Contractor according to [109.05.C.4.c](#) for idle equipment, other than small tools, that must remain on the Project during the delays. The LPA will pay the Contractor's transportation costs to remove and return equipment not required on the Project during the delays. No other equipment costs are recoverable as a result of delay.
- d. **Material Escalation or Material Storage.** The LPA will pay the Contractor for increased material costs or material storage costs due to the delay. Obtain the Engineer's approval before storing materials due to a delay. Payment will be based upon the accepted quantity of work performed during the period for which escalated costs have been approved.
- e. **Field Overhead.** The LPA will pay any Contractor or subcontractor for field overhead costs which include the cost of supervision, field office and office supplies, and utilities for which payment is not provided for in [109.05.D.2.f](#), during a delay period provided all of the following criteria are met:

- (1) The Contractor or subcontractor has incurred an excusable, compensable delay that

delays the Work at least 10 Calendar Days beyond the original Completion Date. These days are cumulative throughout the project.

- (2) The delay for which payment of field overhead is sought is only due to delays

defined in [108.06.D.2](#), [108.06.D.3](#), [108.06.D.5](#) or for delays due to revised Work as specified in [104.02.B](#) or [104.02.F](#).

The LPA will pay the salary and fringes plus a 5 percent markup for field personnel identified in Table [109.05-4](#).

3) TABLE 109.05-4

Original Contract Amount	Field Personnel
Up to \$5,000,000	One Superintendent
\$5,000,001 to \$50,000,000	One Superintendent, One Assistant Superintendent or One Engineer, One Clerk
Over \$50,000,000	One Superintendent, One Assistant Superintendent, One Engineer, One Clerk

Superintendent's transportation is compensable at the same rate allowed for foreman's transportation in Section [109.05.C.5](#), which includes the cost of mobile communication devices. The allowed hours are when the superintendent is at the project site.

Superintendent's subsistence, provided this is the company's terms of compensation to such employees, as documented by the Contractor's written company policy or contracts with their employees.

The Contractor's or subcontractor's field office costs include field office trailers, tool trailers, office equipment rental, temporary toilets, and other incidental facilities and supplies. Compute these costs on a Calendar Day basis. Owned trailers are paid at the [Blue Book](#) rate. Rented trailers are paid at the invoiced cost plus a 15 percent markup. Rented office space, toilets, and office equipment are allowed a 5 percent markup. Purchased office supplies are allowed a 5 percent markup.

Office utilities include, but are not limited to, telephone, electric, water, and natural gas. Compute these costs on a Calendar Day basis and allow a 5 percent markup.

**f. Home Office Overhead.**

Subject to current Ohio law.

**g. Subsistence and Travel Allowance.** The LPA will pay costs for subsistence and travel allowances for labor that must remain on the Project during the delays, when such payments are required by the collective bargaining agreement or other employment contracts applicable to the classes of labor employed on the project. Overnight lodging will be reimbursed if the person is at a location greater than forty-five miles from their residence up to a maximum of \$106 per day. Meals and incidental expenses will be reimbursed up to a maximum of \$56 per day. The LPA will not pay a percent markup on these costs.

**E. Changes in Materials.** Changes in material specifications that result in increased cost to the Contractor are compensated by lump sum adjustment to the reference number. The allowed compensation is equal to the invoice supported material cost increase plus 15 percent markup for profit and overhead.

Material cost savings resulting from a specification change shall be credited to the project by a lump sum adjustment to the reference number plus a 15 percent markup if the originally specified material has not been ordered.

If the original material was ordered before the Contractor was informed of the change, the savings markup allowed is 2.5 percent in order to exclude profit on the original bid price and pay only for incurred overhead.

**109.06 Directed Acceleration.** The PRC and/or CPE may order the Contractor to accelerate the Work to avoid delay costs or to complete the Project early. The PRC and/or CPE and the Contractor will negotiate acceleration costs.

**109.07 Inefficiency.** The LPA will compensate the Contractor for inefficiency or loss of productivity resulting from [104.02](#) Revisions to the Contract Documents. Use the Measured Mile analysis comparing the productivity of work impacted by a change to the productivity of similar work performed under un-impacted conditions to prove and quantify the inefficiency.

**109.08 Unrecoverable Costs.** The Contractor is not entitled to additional compensation for costs not specifically allowed or provided for in [109.05](#) including, but not limited to, the following: **A.** Loss of anticipated profit.

**B.** Consequential damages, including loss of bonding capacity, loss of bidding opportunities, insolvency, and the effects of force account work on other projects, or business interruption. **C.** Indirect costs.

**D.** Attorney's fees, claim preparation expenses, and the costs of litigation.

**109.09 Estimates.** If satisfactory progress is being made, the Contractor will receive monthly payments equaling the Work and materials in place. The monthly payment is approximate, and all partial estimates and payments are subject to correction in the Final Estimate and payment. Payment for Work and materials shall not, in any way, prevent later rejection when defective Work or material is discovered, or constitute acceptance under [109.11](#) or [109.12](#). Any pay item deficient in material approval can be withheld for payment on an estimate.

Except for estimates generated during Project finalization, the LPA will not pay an estimate until the Contractor certifies to the Engineer that the work for which payment is being made was performed in accordance with the contract. Certification will be made on forms provided by the LPA.

The LPA may pay estimates twice each month if the Engineer concludes the amount of work performed is sufficient.

No estimate or payment shall be construed as acceptance of defective Work or improper materials.

The LPA will not pay the adjusted final estimate until the Contractor remedies all defective Work and accepted Work damaged by the Contractor's operations.

Interest will be paid in accordance with [ORC 126.30](#) when warranted.

**109.10 Payment for Delivered Materials.** The LPA will pay, up to 75 percent of the applicable contract item, for the invoiced cost of the delivered and approved materials before they are incorporated in the Work, if the approved materials are delivered, accepted, and properly stored on the project or stored in acceptable storage places in the vicinity of the Project.

The LPA will pay for the cost of approved materials before they are incorporated in the Work when asked by the Contractor, if the Engineer determines that it is not practical to deliver the material to the Project site. This provision applies only to bulky materials that are durable in nature and represent a significant portion of the project cost, such as aggregates, steel, and precast concrete. The Department will pay for un-fabricated structural steel if the following requirements are met:

- A. The Contractor has provided both the Engineer and the [Office of Materials Management](#) an itemized invoice from the steel mill for the steel for which reimbursement is requested
- B. Project structural Steel design plans are complete with no forthcoming revisions. For design build projects, Contractor accepted show drawings per [501.04](#), will need to be provided.
- C Contractor accepted certified test data for all steel in question along with mill shipping notices have been received by the [Office of Materials Management](#) per [501.06](#).
- D. The steel is properly stored to allow inspection by the [Office of Materials Management](#). It shall also be properly set apart from other material and identified as belonging to ODOT.
- E. The Contractor will provide the Engineer a written statement that under [106](#), the Contractor is responsible for the steel that has been paid for until the actual steel is erected and accepted in the field.
- F. Payment shall only be authorized after all the aforementioned documentation has been received by the [Office of Materials Management](#) and the steel has been inspected by the [Office of Materials Management](#) to verify that all steel listed in the itemized invoice has been received by the fabricator and properly stored. The amount to be paid shall be equivalent to the itemized invoice from the steel mill, but shall not exceed 50% of the bid price for the structural steel.

The LPA will not pay delivered materials on small warehouse items or for plant materials.

**109.11 Partial Acceptance.** Upon completion of a portion of the Work, the Contractor may request acceptance of a completed portion of the Work.

A. An inspection may be performed on a completed portion of the project roadway section provided:

1. All safety items are in place including permanent pavement markings.
2. Traffic is in its final pattern.
3. A completed portion of the project constitutes a completed geographic section of the project or a direction of traffic on a divided highway.
4. Is in accordance with other contract provisions.

B. An inspection may be performed on a completed bridge provided:

1. All work on the bridge and approaches are complete, including all safety items and permanent pavement markings.
2. The Contractor will not return to the bridge for any work except as allowed in 4.
3. Traffic is in its final pattern.
4. Painting of structural steel is either completed or scheduled to be performed.
5. Is in accordance with other contract provisions.

The Final Inspector will grant written partial acceptance for that portion of the Work or reject the Contractor's request. Such written partial acceptance will designate what portion of the Work is accepted, the date of acceptance, and the warranty provisions started by the partial acceptance.

Partial acceptance will relieve the Contractor of maintenance responsibility for the designated portion of the Work. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the LPA is entitled at law or in equity.

**109.12 Final Acceptance.**

A. **Final Inspection.** The Department will perform a Final Inspection for the sole purpose of relieving the Contractor of maintenance responsibility for the Work.

The Final Inspection shall be a limited visual review of the Work and shall only serve as the LPA's verification that the Work appears substantially complete. Final Inspection does not waive any available rights or remedies of the LPA, nor divest the Contractor of any responsibility for compliance with the contract or liability for damages.

Notify the Engineer when the Project is complete and all of the Engineer's punch list items are complete. If the Engineer agrees the Project is complete, then within 10 business days the District Final Inspector will inspect the Work and categorize it as one of the following:

1. Unacceptable or not complete.
2. Substantially complete with punch list items found by the Final Inspector.
3. Substantially complete.

If the Final Inspector finds the Work substantially complete or substantially complete with punch list items, then the Contractor's maintenance responsibilities end on the day of the Final Inspection, except for any maintenance related to unfinished punch list items. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the LPA is entitled at law or in equity. The Final Inspector will issue a Final Inspection Report that will document the findings of the inspection and start any warranty period.

**B. Punch List.** The Final Inspector will issue to the Contractor a written punch list of work required as a condition of acceptance. For project involving multiple public agencies, the Final Inspector will receive and compile punch lists from all agencies that have authority to provide one prior to issuing the Department's punch list. The Final Inspector's punch list will stipulate a reasonable time to complete the required Work. Failure of the Contractor to complete the punch list items by the stipulated time will result in the assessment of fifty percent of the Liquidated Damages according to [108.07](#) for each Calendar Day for every day beyond the stipulated time the punch list work remains incomplete and beyond the revised Completion Date.

**C. Finalization.** The Contractor shall accept the final quantities as determined by the Engineer or provide a written notice indicating the reason for disagreement within 30 Calendar Days of receiving the Engineer's list of final quantities. The prescribed 30 Calendar Day period can be modified by mutual agreement of the Contractor and the PRC and/or CPE. If no notice of disagreement is received, then the final payment will be based on the Engineer's list of final quantities.

Supply all documents necessary for Project finalization within 60 Calendar Days from the date that the Work is physically complete. These documents include:

1. Delinquent material certifications.
2. Delinquent certified payrolls or required revised payrolls.
3. Wage affidavit required by [ORC Chapter 4115](#) on projects without any Federal funding.
4. Delinquent force account records.
5. If applicable, DBE affidavits.
6. Any other document required to complete finalization of the project.

Failure to submit these acceptably completed documents will result in an administrative fee of \$100 per Calendar Day for every day that any of the required documents remain delinquent, starting 30 Calendar Days after receipt of written notification from the Engineer of a document deficiency. **D. Final Payment.** Final payment is based on:

1. The agreed final quantities or as determined by the Engineer if agreement is not possible, no compensation for unauthorized work is allowed.
2. Finding of substantial completion by the Final Inspector.
3. Receipt of acceptable finalization documents.
4. Contractor certification that the Work was performed in accordance with the contract.

**E. Completion of Contract and Continuation of Contractor's Responsibility.** The Contract is complete, except for items covered by the required bonds, when the Contractor receives final payment. The PRC or if applicable, the CPE, will issue a letter confirming completion of the

contract, noting any exception as provided in Items [659](#) and [661](#) and any warranty. Neither Completion of the Contract nor substantial completion relieves the Contractor of any responsibilities to properly perform or correct the Work or to repair damage or waives any remedies to which the LPA is entitled at law or in equity.



## **APPENDIX A**

### **Prevailing Wage Rates**

## Appendix A

# PREVAILING WAGE PROJECT FORMS & REQUIREMENTS FOR CONTRACTORS

This is a **Davis Bacon** Prevailing Wage Project and I will need documentation from all contractors/subcontractors working on this project. The required documentation must be submitted for each contractor prior to them beginning their work on the project. I am including copies of forms and documents I will need from you and all subcontractors. Please pass all this information on to all subcontractors. I will contact you for anything that I need from a subcontractor.

**Contractor Profile Form:** Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. This requirement applies to all contractors/subcontractors. The form submitted **must be the original signed document**.

**Employee Payroll Authorization Form:** This form must be completed on company letterhead for each employee that works on the job site. This form is required for BOTH union and non-union companies. The submitted forms **must be the original signed document with INK signature**.

**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).

**Payroll Dates form-** Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. This requirement applies to all contractors/subcontractors.

**Certified Payroll-** The first certified payroll must be sent to the Prevailing Wage Coordinator within two weeks of 1<sup>st</sup> pay period on the job, all payrolls after the first payroll must be sent weekly to the Prevailing Wage Coordinator. **ALL CERTIFIED PAYROLLS SUBMITTED MUST HAVE ORIGINAL INK SIGNATURE.** If paying Fringe Benefits in “cash”, include the payment of fringes in the base Rate of Pay. If paying Fringe Benefits into bona fide “plans, Funds or Programs” –list the amounts paid into each plan/program on the certified payroll. If the payroll form you use does not have sections for Fringe Benefits, you must provide the information in the remarks section on the payroll or as an attachment to the certified payroll. Any payroll form/document the contractor uses must provide all the required information as listed on the WH 347 payroll form. **(You must provide the original signed documents to the Prevailing Wage Coordinator before you will receive your final payment)**

**Affidavit of Compliance-** When each contractor/subcontractor has completed their work on site they are required to submit a Final Affidavit of Compliance with original INK signatures before

they receive their final payment and any retainer. **(Must send Prevailing Wage Coordinator original signed document)**

**Apprentices-** Any/all apprentices working on this project must be registered with the State of Ohio Apprenticeship Council or the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (BAT), apprentices on site cannot exceed allowable ratios of apprentices/trainees to journeymen specified in the approved program. Contractors/subs must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement 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 percent of Journeyman's pay rate on the certified payrolls.

**Subcontractors-** If any subcontractors will be used during this project a list of subcontractors including their name, address, and phone number must be provided to the Prevailing Wage Coordinator by the primary contractor.

If you have any questions or need more information, please contact me.

Cheryl Southwell  
218 Cleveland Ave SW 4<sup>th</sup> Floor  
Canton, Ohio 44702  
330-438-4183 Office  
330-489-3499 Fax  
[cheryl.southwell@cantonohio.gov](mailto:cheryl.southwell@cantonohio.gov)

# CONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: \_\_\_\_\_ Project No. \_\_\_\_\_

Contractor/Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_

Our contract is with \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
for \_\_\_\_\_  
(identify specific work to be performed)

Will any work be subcontracted out? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, to whom? \_\_\_\_\_  
(Please attach additional sheets if multiple subcontractors)

Person(s) authorized to sign (certify) Payroll reports: 1) \_\_\_\_\_  
2) \_\_\_\_\_

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	Base Rate of Pay	Fringe	Total Wage (including Fringe)

The fringe benefit payment will be (check A, B or C below):

(A) \_\_\_\_\_ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	Amount
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Acct. #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

(B) \_\_\_\_\_ paid directly (with the pay check) to each worker in the amount of \$ \_\_\_\_\_

(C) \_\_\_\_\_ paid to an unfunded benefit plan (or plans) in the amounts indicated below:  
**\*\*\*If requested, copies of benefit plans to be submitted for review/approval.\*\*\***

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Acct. #: \_\_\_\_\_

Apprenticeship Program: \_\_\_\_\_

Your company is: \_\_\_\_\_ union \_\_\_\_\_ non-union

Your company pays all employees: \_\_\_\_\_ weekly \_\_\_\_\_ bi-weekly

Is this a sole proprietorship or partnership business? Yes \_\_\_\_\_ No \_\_\_\_\_

Caucasian Owned – WBE \_\_\_\_\_ MBE \_\_\_\_\_

\_\_\_\_\_  
Owner/Principal Officer Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## COMPANY LETTERHEAD

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

### PAYROLL DEDUCTION AUTHORIZATION:

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_  
(employee name) (name of employer/company)

to deduct \$ \_\_\_\_\_ from my paycheck.  
(amount)

This deduction is for: *(must check appropriate item(s))*

_____ Loan Repayment	_____ Retirement	_____ Profit Sharing
_____ Advance	_____ Savings Bonds	_____ Charitable Donations
_____ Insurance Premiums	_____ Other: _____	

This deduction is to be made:

_____ One time only	_____ weekly	_____ monthly
_____ times over _____ weeks		
_____ Other: _____		

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***(You may make payroll deductions as permitted by DOL regulations 29CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those defined.)***

***(You need to submit this documentation only one time per employee, unless changes in deduction amount or duration take place.)***

# PREVAILING WAGE NOTIFICATION to EMPLOYEE

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

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

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

Classification <small>Be Specific: Laborer I ( II, III) Operating Engineer I ( II, III )</small>	Prevailing Wage Rate Total Package	Minus your fringe benefits	Your hourly base rate

Hourly fringe benefits paid on your behalf by this Company:

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

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



# PAYROLL DATES

## PREVAILING WAGE LAW

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

\_\_\_\_\_ will begin performance under contract on  
( Name of Contractor )  
the \_\_\_\_\_ project on \_\_\_\_\_  
( Name of Project and Location ) ( Start Date )  
and will conclude work on said project on \_\_\_\_\_  
( Ending Date, If Known )

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts: \_\_\_\_\_  
Day Pay Period Ends: \_\_\_\_\_  
Day that Workers are Paid: \_\_\_\_\_

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name & Address

Example

# PAYROLL DATES PREVAILING WAGE LAW

Example

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

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

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

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

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

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

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

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

Contractor Signature

Donald P. Albrecht Inc.

9/19/12

Date

1025 Brook Ave. N.W.

Massillon, Ohio 44646

Company Name & Address

U.S. Wage and Hour Division  
Rev. Dec. 2008

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

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

ADDRESS

Rev. Dec. 2008

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

PROJECT OR CONTRACT NO.

## PROJECT AND LOCATION

FOR WEEK ENDING

PAYROLL NO

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.5(a), The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

### Public Burden Statement

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

(over)

Date \_\_\_\_\_

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

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

\_\_\_\_\_, (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_  
\_\_\_\_\_, (Building or Work) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_  
all persons employed on said project have been paid the full weekly wages earned that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_, (Contractor or Subcontractor) \_\_\_\_\_ from the full  
weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the  
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of  
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a  
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ - Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OFFICIAL STATE APPRENTICESHIP MASTER SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

## Wage and Hour Division (WHD)

### Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

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

**Address:** Fill in your firm's address.

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

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

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

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

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

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

**Column 5 - Total:** Self-explanatory

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

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

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

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

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

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

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

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

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

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

#### Use of Section 4(c), Exceptions

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

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

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

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

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

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

>



# Affidavit of Compliance

## PREVAILING WAGES

I, \_\_\_\_\_  
( Name of Person Signing Affidavit / Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_  
(Company Name)

for all hours worked on the

\_\_\_\_\_  
(Project Name and Location)

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

compliance with prevailing wage requirements of the contract between

\_\_\_\_\_ and the City of Canton, Ohio.

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

\_\_\_\_\_  
(Signature of Officer or Agent)

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

\_\_\_\_\_  
(Notary Public)

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

## Appendix A

"General Decision Number: OH20230001 02/03/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023

BROH0001-001 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
-----		

BROH0001-004 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.40	17.55
-----		

BROH0003-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
-----		

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick,

Liverpool, Montville, York, Homer, Harrisville, Chatham,  
 Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13
-----		
BROH0006-005 05/01/2022		

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.76	19.07
-----		
BROH0007-002 06/01/2021		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
-----		
BROH0007-005 06/01/2021		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55
-----		
BROH0007-010 06/01/2017		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55
-----		
BROH0008-001 06/01/2021		

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

	Rates	Fringes
BRICKLAYER.....	\$ 30.40	17.55

-----  
BROH0009-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55
Refractory.....	\$ 31.45	19.01

-----  
BROH0010-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
BROH0014-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
BROH0016-002 06/01/2021

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

BROH0018-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
BROH0022-004 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
BROH0032-001 06/01/2021

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
BROH0035-002 06/01/2021

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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BROH0039-002 06/01/2021

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
BROH0040-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.93	22.54

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

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

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

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BROH0044-002 06/01/2021

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 30.40	17.55

-----  
BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

-----  
BROH0046-002 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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



Free standing stack work ground level to top of stack;  
 Sandblasting and laying of carbon masonry material in swing  
 stage and/or scaffold; Ramming and spading of plastics and  
 gunniting: \$1.50 per hour above journeyman rate.  
 ""Hot"" work: \$2.50 above journeyman rate.

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 BROH0052-001 06/01/2021

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
 BROH0052-003 06/01/2021

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

-----  
 BROH0055-003 06/01/2021

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.55

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 CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

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 CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

-----  
 CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

-----  
CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

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CARP0200-002 05/01/2021

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

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08

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CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

-----  
CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

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CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97
-----		
CARP0372-002 05/01/2016		

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

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21
-----		
CARP0639-003 05/01/2017		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99
-----		
CARP0735-002 05/01/2019		

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91
-----		
CARP1311-001 05/01/2017		

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

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69
-----		
CARP1393-002 07/01/2008		

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

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

DIVERS - \$250.00 per day

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CARP1393-003 07/01/2008

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

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

DIVERS - \$250.00 per day

-----  
CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

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

-----  
CARP1871-008 05/01/2017

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

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

-----  
CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

-----  
CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

-----  
CARP1871-017 05/01/2017

MAHONING & TRUMBULL

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

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CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

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CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

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ELEC0008-002 05/23/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

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\* ELEC0032-003 12/05/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	21.48

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ELEC0038-002 04/25/2022

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 40.88	22.75

FOOTNOTES;

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

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ELEC0038-008 04/25/2022

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 29.30	13.29
Installer Technician.....	\$ 28.05	13.25

FOOTNOTES;

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

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ELEC0064-003 11/28/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	18.91

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ELEC0071-001 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-004 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit		



Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION:		
Linemen/Cable Splicer		
DOT/Traffic Signal &		
Highway Lighting Projects....	\$ 36.13	15.03
Municipal Power/Transit		
Projects.....	\$ 44.56	17.58

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ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

-----  
ELEC0071-010 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-014 01/01/2019

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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 \* ELEC0082-002 12/05/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

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 \* ELEC0082-006 11/29/2021

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.98 **	3.89
Installer/Technician.....	\$ 25.95	12.27

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 ELEC0129-003 02/28/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	18.23

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 ELEC0129-004 02/28/2022

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

Rates	Fringes
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ELECTRICIAN.....\$ 37.00 18.23

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ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

-----  
ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

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ELEC0212-005 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15

-----  
ELEC0245-001 08/29/2022

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

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

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ELEC0245-003 08/29/2022

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

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

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ELEC0245-004 08/29/2022

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

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

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ELEC0246-001 11/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 39.50	77%+31.62

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

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ELEC0306-005 05/28/2018

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

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

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ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

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ELEC0540-005 12/27/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.28	22.63

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\* ELEC0573-003 11/28/2022

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

	Rates	Fringes
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ELECTRICIAN.....	\$ 38.70	20.94
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ELEC0575-001 11/29/2021

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

Rates	Fringes
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ELECTRICIAN.....	\$ 35.00	19.76
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ELEC0648-001 08/29/2022

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

Rates	Fringes
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CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

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ELEC0673-004 05/30/2022

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

Rates	Fringes
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CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 34.71	23.36

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ELEC0683-002 05/30/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15

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 ELEC0688-003 05/30/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

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 ELEC0972-002 06/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62

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 ELEC1105-001 05/30/2022

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.25	22.18

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 ENGI0018-003 05/01/2019

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



	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

#### OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push

Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

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

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

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

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

GROUP 7 - Boom from 180 and over.

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

#### OPERATING ENGINEER CLASSIFICATIONS

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

Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

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

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt

plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

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

GROUP 7 - Boom from 180 and over.

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 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....\$ 39.23		19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....\$ 38.90		19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....\$ 34.64		19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....\$ 30.70		19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....\$ 27.30		19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....\$ 35.96		19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....\$ 35.66		19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....\$ 31.76		19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....\$ 28.14		19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....\$ 25.03		19.66
ALL OTHER WORK		
GROUP 1.....\$ 32.69		19.66

ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

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

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

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar

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

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2022

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

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 34.33	27.51
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IRON0017-010 05/01/2022

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

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 34.33	27.51

IRON0044-001 06/01/2022

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

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2022

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.28	22.30
Ornamental; Structural.....	\$ 31.87	22.30

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IRON0055-003 07/01/2021

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 31.25	26.90

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IRON0147-002 06/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 31.20	28.47

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IRON0172-002 06/01/2022

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE,

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

	Rates	Fringes
IRONWORKER.....	\$ 33.27	21.20
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IRON0207-004 06/01/2022		

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

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 32.92	26.26
Ornamental; Reinforcing;		
Structural.....	\$ 31.92	26.26
Ornamental; Reinforcing.....	\$ 28.92	25.61
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IRON0290-002 06/01/2022		

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

Rates	Fringes
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IRONWORKER.....\$ 31.59 23.85

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IRON0549-003 12/01/2022

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

Rates Fringes

IRONWORKER.....\$ 35.19 25.66

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IRON0550-004 05/01/2022

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

Rates Fringes

Ironworkers:Structural,  
Ornamental and Reinforcing.....\$ 30.97 21.69

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IRON0769-004 06/01/2022

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

Rates Fringes

IRONWORKER.....\$ 33.71 27.69

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IRON0787-003 06/01/2022

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

Rates Fringes

IRONWORKER.....\$ 31.50 23.75

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LAB00265-008 05/01/2022

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 34.95	12.10
GROUP 2.....	\$ 35.12	12.10
GROUP 3.....	\$ 35.45	12.10
GROUP 4.....	\$ 35.90	12.10
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 37.56	12.10
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.18	12.10
GROUP 2.....	\$ 36.35	12.10
GROUP 3.....	\$ 36.68	12.10
GROUP 4.....	\$ 37.13	12.10
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.52	12.10
GROUP 2.....	\$ 34.69	12.10
GROUP 3.....	\$ 35.02	12.10
GROUP 4.....	\$ 35.47	12.10

#### LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man (Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water

Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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

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

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PAIN0006-002 05/01/2018

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

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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PAIN007-002 07/01/2021

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

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77
GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair



GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
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PAINTER

HEAVY & HIGHWAY BRIDGES-  
GUARDRAILS-LIGHTPOLES-  
STRIPING

Bridge Equipment Tender and Containment Builder.....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

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PAIN0093-001 12/01/2018

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

Rates Fringes

PAINTER

Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 34.04	18.50
Power Generating Facilities..	\$ 30.89	18.50

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PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....	\$ 24.17	11.22
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 24.17	11.22
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 24.92	11.22
GROUP 4 - Steeplejack Work..	\$ 25.12	11.22
GROUP 5 - Coal Tar.....	\$ 25.67	11.22
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 32.88	11.22

GROUP 7 - Tanks, Stacks & Towers.....	\$ 27.81	11.22
GROUP 8 - Bridge Blaster, Rigger.....	\$ 35.88	11.22

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PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

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PAIN0438-002 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.47	20.60
Power Generating Facilities..	\$ 29.65	17.68

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PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 25.79	15.81
GROUP 2.....	\$ 33.10	15.81
GROUP 3.....	\$ 26.00	15.81
GROUP 4.....	\$ 27.12	15.81
GROUP 5.....	\$ 27.79	15.81
GROUP 6.....	\$ 26.69	15.81

GROUP 7.....\$ 27.79 15.81

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

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PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

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PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

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

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PAIN0788-002 06/01/2022

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

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

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

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

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

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

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PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

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PAIN0841-001 06/01/2018

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

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

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PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

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PAIN1020-002 06/01/2022

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.20	15.00
Drywall Finishing & Taping..	\$ 24.90	15.00
Lead Abatement.....	\$ 27.95	15.00
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 26.95	15.00
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 25.47	15.00
Wallcoverings.....	\$ 23.80	15.00

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

Applying Coal Tar Products - \$1.00 premium

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PAIN1275-002 06/01/2020

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.64	14.40



Brush; Roller.....	\$ 25.16	14.40
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.86	14.40
Spray.....	\$ 25.66	14.40
Stacks; Tanks; & Towers.....	\$ 28.67	14.40
Structural Steel & Swing Stage.....	\$ 25.46	14.40

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PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

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PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

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

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PLAS0132-002 06/01/2022

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

	Rates	Fringes
PLASTERER.....	\$ 29.25	14.69

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PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

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PLAS0404-003 05/01/2018

LORAIN COUNTY

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

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
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PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
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PLAS0886-001 05/01/2018

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

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
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PLAS0886-003 05/01/2018

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

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
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PLAS0886-004 05/01/2018

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

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
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PLUM0042-002 07/01/2022

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

Rates	Fringes
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Plumber, Pipefitter,  
Steamfitter.....\$ 34.42 25.47

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PLUM0050-002 07/04/2022

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

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 44.60 28.51

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PLUM0055-003 05/01/2022

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

Rates Fringes

PLUMBER.....\$ 40.00 28.43

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PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

Rates Fringes

Plumber and Steamfitter.....\$ 32.16 31.51

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PLUM0094-002 05/01/2022

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 36.83 22.99

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PLUM0120-002 05/02/2022

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

Rates Fringes

PIPEFITTER.....\$ 44.07 28.34

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PLUM0162-002 06/01/2022

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

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 36.47 26.80

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PLUM0168-002 06/01/2022

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

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 38.02 34.09

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PLUM0189-002 06/01/2019

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

Rates Fringes

Plumber, Pipefitter,  
Steamfitter.....\$ 38.45 16.98

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PLUM0219-002 06/01/2022

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

Rates Fringes

Plumber and Steamfitter.....\$ 41.22 26.64

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PLUM0392-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.71	24.89

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\* PLUM0396-001 06/01/2022

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.00	27.91

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PLUM0495-002 06/01/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 31.24	34.34

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PLUM0577-002 06/01/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.56	25.73

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PLUM0776-002 07/01/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.33	27.68

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TEAM0377-003 05/01/2021

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 29.74	15.70
GROUP 2.....	\$ 30.16	15.70

TRUCK DRIVER CLASSIFICATIONS

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

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

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TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.65	16.95
GROUP 2.....	\$ 31.15	16.95

GROUP 1: Straight & Dump, Straight Fuel

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers



A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISION"

## **APPENDIX B**

### **Title VI Plan**

# Title VI Plan

CITY OF CANTON OHIO

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## Introduction

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The City of Canton receives federal funding through the Ohio Department of Transportation (ODOT), and as a requirement to receive funding, must adhere to Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, and national origin in programs and activities of any entity that receives federal financial assistance.

Specifically, Title VI provides: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC 2000d)

In addition to adhering to Title VI, our agency complies with other related nondiscrimination statutes in the delivery of our programs and services that provide protections based on disability, age, sex, and low-income status.



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## Assurances

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The City of Canton acknowledges that it is a sub-recipient of federal funds through the Ohio Department of Transportation (ODOT).

As such, City of Canton understands it must comply with Title VI of the Civil Rights Act of 1964 (Title VI) and related statutes, Title 49 of the Code of Federal Regulations (CFR) Part 21 and 23 CFR Part 200, to ensure that no person on the ground of race, color, or national origin, is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, services or activities.

I am authorized to sign this assurance on behalf of City of Canton. By signing this assurance, City of Canton agrees to comply with Title VI and related nondiscrimination statutes.

---

## Policy Statement and Notice to the Public

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### Policy Statement

It is the policy of City of Canton to assure nondiscrimination in compliance with Title VI and related nondiscrimination statutes in the delivery of its programs, services and activities. City of Canton provides the notice below to the public to inform them of their rights under Title VI. The notice is placed on the City's website.

### Rights of The Public

The City of Canton operates its programs and services without regard to race, color, national origin, sex, age, disability, or low-income status in accordance with Title VI of the Civil Rights Act of 1964 and its related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Canton.

For more information on City of Canton's Title VI/Nondiscrimination Program and the procedures to file a complaint, contact Andrea Perry, Safety Director, (330-438-3303, or [andrea.perry@cantonohio.gov](mailto:andrea.perry@cantonohio.gov).) You may also visit our administrative office at 218 Cleveland Avenue SW, 8<sup>th</sup> Floor, Canton OH 44702. For more information, visit <https://www.cantonohio.gov>.

A complaint may be filed directly with the Ohio Department of Transportation online at <http://www.dot.state.oh.us/Divisions/ODI/EqualOpportunity/Pages/TitleVI.aspx> or by using the following contact information: Ohio Department of Transportation, Office of Equal Opportunity, 1980 West Broad Street, Mail Stop 3270, Columbus, Ohio 43223; 614.466.3264; Toll-Free: 1.877.845.5058; Ohio Relay Service: 1.800.750.0750.

A complaint may be filed directly with the Federal Highway Administration online at <https://www.fhwa.dot.gov/civilrights/file/titlevi.cfm> or by using the following contact information: Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor E81-105, Washington, D.C. 20590; 202.366.0693; [FHWA.TitleVIcomplaints@dot.gov](mailto:FHWA.TitleVIcomplaints@dot.gov).

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## Overview of Agency and Title VI Coordinator

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### Overview of Agency

The City of Canton is a city organized under the statutes of the Ohio Revised Code. Canton provides the services and infrastructure required by businesses and private citizens.

Canton's city government is comprised of an elected mayor and nine elected council persons. The mayor has four cabinet officials. Each of the numerous departments reports to one of the cabinet officials.

Title VI is coordinated by the Safety Director, who is also one of the four cabinet members.

### Title VI Coordinator: Andrea Perry, Safety Director; Contact Information:

- [andrea.perry@cantonohio.gov](mailto:andrea.perry@cantonohio.gov).)
- 330-438-3303
- 218 Cleveland Avenue SW, 8<sup>th</sup> Floor, Canton OH 44702

Specific responsibilities include:

- 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.

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## Training

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Staff for the City will be provided training on the requirements of Title VI. 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 its attachments, ODOT/LTAP provided live or recorded webinars, or ODOT/FHWA in-person training. A log showing the names of all Staff that have been made aware of this document (sign off that they have read the document) will be kept. A list of training by individual staff members will be kept. All new employees will be required to receive the same training.

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## Complaint Procedure

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Any person who believes that he or she has been excluded from participation in or has been denied the benefits or services of any of our programs or activities based on race, color, national origin, sex, age, disability, or income status may file a complaint of discrimination under Title VI, other nondiscrimination statutes, and executive orders. A complaint must be filed no later than 180 days after the date of the last instance of alleged discrimination.

A person can file a formal complaint, by accessing City of Canton's complaint form located at [www.cantonohio.gov](http://www.cantonohio.gov) or mail in a written complaint to:

218 Cleveland Avenue SW, 8<sup>th</sup> Floor, Canton OH 44702

City of Canton also accepts complaints in alternate formats including by telephone and in-person.

Additionally, a complaint may be filed directly with the Ohio Department of Transportation online at <http://www.dot.state.oh.us/Divisions/ODI/EqualOpportunity/Pages/TitleVI.aspx> or by using the following contact information: Ohio Department of Transportation, Office of Equal Opportunity, 1980 West Broad Street, Mail Stop 3270, Columbus, Ohio 43223; 614.466.3264; Toll-Free: 1.877.845.5058; Ohio Relay Service: 1.800.750.0750.

Further, a complaint may be filed directly with the Federal Highway Administration online at <https://www.fhwa.dot.gov/civilrights/file/titlevi.cfm> or by using the following contact information: Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor E81-105, Washington, D.C. 20590; 202.366.0693; [FHWA.TitleVIcomplaints@dot.gov](mailto:FHWA.TitleVIcomplaints@dot.gov).

The following information must be included when filing a complaint:

- Complainant's contact information
- Basis of complaint (e.g. race, color, national origin)
- Person and/or agency alleged to have discriminated
- Date(s) the alleged discrimination occurred
- Explanation of what happened

(Once the formal complaint is received, the City of Canton will send an acknowledgement letter within 10 business days, and then forward to ODOT for further review.

City of Canton maintains a list of any complaints filed against our agency) that allege discrimination based on race, color, national origin, sex, age, disability, or low-income status as it relates to our programs and services whether initially filed with our agency, with ODOT or FHWA, or with another entity (e.g. – Court of Common Pleas.

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## Data Collection and Analysis

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City of Canton has developed procedures for collecting and analyzing data of the participants and beneficiaries of our programs and services we provide. We review this data to identify any indicators of potential discrimination whether intentional or a result of disparate impact.

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## Public Involvement and Language Assistance

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### **Public Involvement**

A voluntary public involvement survey, if applicable, may be used 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.

### **Limited English Proficiency (LEP)**

On August 11, 2000, President Clinton signed Executive Order 13166, entitled 'Improving Access to Services for Persons with Limited English Proficiency.' The Executive Order requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. (This order applies to all) state (and local agencies which receive federal funds.) The guidance of this order outlines the following four factors to conduct an LEP assessment.

- 1) Determine the number or proportion of LEP persons served or likely to be encountered in the eligible service population
- 2) Assess the frequency with which LEP individuals come in contact with your programs, activities or services
- 3) Consider the nature and importance of the programs, activities or services provided
- 4) Evaluate the resources available and associated costs of providing interpretation and translation services

### **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 Indian 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.



### **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 “I Speak” card is available as part of this document, on the City’s webpage, and at the City Engineering Office, Building A, 2436 36<sup>th</sup> St NW, Canton Ohio 44702. This card allows LEP individuals to communicate their preferred language to City Staff. Staff members can access a translation service called Language Line, phone number 1-800-752-6096. 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 members who are bilingual and are available to provide translation services on a day to day basis.

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## Appendix A

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### **Appendix A – Assurances**

As part of its assurance to comply with Title VI, as provided by DOT Order 1050.2A, City of Canton includes the following nondiscrimination language in its bid documents and contracts.

For bid documents

City of Canton in accordance with 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, all bidders including 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, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

For contracts

Insert the clauses of Appendix A and Appendix E.

For real estate instruments

[Insert Appendix B into deeds transferring United States property (*\*Appendix B only applies to direct transfers from the United States and is rarely used.*)]

[Insert Appendix C into instruments transferring real property]

[Insert Appendix D into instruments for the construction, use, or access to real property]

## APPENDIX B

### This is applicable when acquiring federally owned land

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

#### (GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the **City of City of Canton, Ohio** will accept Title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the Federal Aid Transportation Program and the policies and procedures prescribed by ODOT or FHWA of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **City of Canton, Ohio** all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **City of Canton, Ohio** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the **City of Canton, Ohio**, its successors and assigns.

The **City of Canton, Ohio**, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person 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 with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and)\* (2) that the **City of Canton, Ohio** shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C

### If land is acquired through the federal highway program and the City sells or leases the property to another entity Appendix C is applicable

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the **City of Canton, Ohio** pursuant to Assurance 7.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, **City of Canton, Ohio** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]\*

That in the event of breach of any of the above nondiscrimination covenants, the **City of Canton, Ohio** shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **City of Canton, Ohio** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the **City of Canton, Ohio** pursuant to the provisions of Assurance 7.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his 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 shall be excluded from participation in, denied the benefits of, or he 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 shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Sub-Title A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

That in the event of breach of any of the above nondiscrimination covenants, **City of Canton, Ohio** shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, **City of Canton, Ohio** shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of **City of Canton, Ohio** and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## 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 pursuant to the provisions of Assurance 706*

- 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 and 38;
- 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 *et seq.*).

## APPENDIX C

# RW PERMIT



MR 509  
Permit No. PERMIT 22-20173

Office Use Only

State of Ohio  
Department of Transportation  
Permit

County or Jurisdiction STA  
Rte US62  
Log Pt 18.62-18.82  
Acc Cat

[1] Subject to all terms, conditions, and restrictions printed, written below and on the reverse side hereof, or attached,

Name: City of Canton, Engineering Dept.  
Address: 2436 30th St. NE Bldg A Canton OH 44705  
Company Phone: 330 438-6906

is hereby granted a permit under Section 5515.01 and 5515.02 of Ohio Revised Code, and permission to perform work necessary in the manner described and at the location indicated in the following or attached to this permit.

Utility - (see attached sheets)

Description of Work: To utilize the ODOT LA right of way on US 62 to realign the sanitary sewer, install rock channel protection, and work on the 15th Street bridge.

[2] This permit shall be in the possession of employees /agents of permittee on site at all times who are in charge of the work and shall be shown, upon request, to any employee of the Department of Transportation.

**\*\*\*ATTENTION\*\*\***

**Contact ODOT Representative 3 days before work begins,  
also contact ODOT Representative when work is completed for final inspection.  
Failure to notify the ODOT Representative could result in work stoppage!**

[3] No work authorized by this permit shall begin until the permittee has contacted and received instructions from

ODOT Representative: Brian Hoover  
Phone: 330-786-4927  
Email Address: Brian.Hoover@dot.ohio.gov  
(Authorized ODOT Employee)

NOTE: Any work performed by the permittee may be stopped if this requirement is not met.

[4] Prior to any excavation in the highway right-of-way, the Ohio811, <https://www.oups.org/excavators>, must be contacted in accordance with ORC Section 3781.25 to 3781.32. Ohio811 can be reached at 1-800-362-2764 or 811.

**[5] If your utility is above ground in any way, you must mark your utility with a fluorescent colored marker that corresponds with the universal OUPS color code. The marker must be no shorter than six feet in height and you must maintain the marker. Guide wires must be marked a fluorescent yellow. Failure to mark as described, will result in the Department of Transportation being held harmless and no reimbursement for damage to your property.**

[6] All work requiring persons or vehicles within ODOT right of way shall comply with all applicable requirements of the Ohio Manual of Uniform Traffic Control Devices and Item 614 (Maintaining Traffic) of the Construction and Material Specifications, latest editions. Failure to comply with these requirements will be cause for immediate revocation or suspension of the permit until the proper traffic control devices have been provided.

[7] The permittee accepts the conditions, terms, and requirements printed, written on, or attached to this permit and understands that failure to comply fully with those conditions, terms, and requirements or any change in the use of the permit inconsistent with its terms and conditions will be considered a violation and cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Department action, up to an including removal of the installation at the permittee's expense.

[8] Performance Bond Required? \_\_\_\_ Yes \_\_\_\_X\_\_\_\_ No Company\_\_\_\_\_  
Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

[9] This permit shall be void if the work described herein does not comply with the conditions, terms, and requirements applicable to this permit, and if the work is not completed by 07/13/2023

Dated 01/10/2023

Rev 5/6/2021

(the remainder of this page is left blank intentionally)

**General Provisions Applicable to All Permits  
(Sections 5515.01 and 5515.02 of O.R.C.)**

- [1] This permit is not a substitute for satisfying the rights or obligations of any other party who may have an interest in the underlying fee interest.
- [2] The granting of this permit does not convey to the permittee or to the property served any rights, title, or interest in state highway rights of way or in the design or operation of the state highway; or in any way abridge the right of the Director of the Department of Transportation in his jurisdiction over state highways. If, in the process of any future work or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of any of the fixtures, or work performed under this permit, said removal, reconstruction, relocation, or repair shall be wholly at the expense of the owners thereof or the permittee and be made as directed by the Director of Transportation and within the time determined by the Director. Such changes in the state highway design or operation, necessary for improved safety and operation or for the benefit of the traveling public, shall not require a permit modification since the permit confers no private rights to the permittee over the control of the state highway.
- [3] The District Deputy Director acts for and on behalf of the Director in issuing and carrying out the provisions of all permits. The District Deputy Director has full authority to ensure that all provisions of the permit are met and to reject any materials, design, and workmanship that do not meet applicable Department standards. The District Deputy Director, at his/her discretion, may require a performance bond or certified check as a prerequisite to the issuance of a permit.
- [4] Failure on the part of the permittee to comply fully with the provisions and conditions of the permit will be cause for suspension, revocation, or annulment of the permit thereby rendering the permit illegal and subject to appropriate Departmental action. By accepting the permit, the permittee agrees to comply with all conditions, terms, and restrictions printed or written on or attached to the permit. If the permittee or its agent performs any work contrary to the conditions of the permit or to the instructions of the District Deputy Director and, after due notice, fails to correct the problem, the Department of Transportation may, with or without notice, correct or remove such work and the permittee shall reimburse the Department for the costs and shall hold the Department harmless for all results of such work.
- [5] The permittee shall indemnify and hold harmless the State of Ohio, Department of Transportation, its officers, representatives and assigns, from any and all loss, liability, damages, litigation costs, and claims for injury or death to any person, property, or business caused by or resulting from any act, omission, event, consequence, or occurrence, negligent or otherwise of the permittee, its employees, agents, or assigns as a result of the issuance of this permit.
- [6] All work authorized under the permit shall be performed to the Department's satisfaction, and the entire expense shall be borne by the permittee. No work shall be performed until the permittee has contacted the Department's appointed representative named on the permit and received instructions. The Department's representative may inspect all work covered by the permit, or the Department reserves the right, during the time any or all of the work is being performed, to appoint an inspector over the work who shall represent the interest of the State on the work and any compensation arranged for shall be paid wholly by the permit holder. Work not in compliance shall be halted and the District Deputy Director shall be notified of the cause. The permittee shall be notified of the Department's determination and given an opportunity to correct the problem. If the problem is not corrected timely or to the satisfaction of the Department, this permit will be revoked.
- [7] Failure to complete all work within the time specified on the permit shall void the permit, thereby making the permit illegal and subject to appropriate Departmental action. The permittee may request an extension in writing from the District Office, explaining why the extension is necessary and when the work is expected to be completed.
- [8] All work infringing on the pavement or shoulders shall comply with applicable standards and requirements regarding traffic control devices. Failure to comply will be cause for revocation or suspension of the permit. Any closure of lanes or shoulders shall be described in terms of location, duration, time of day, etc. Such work shall not begin until all traffic control devices are in place.

[9] If any grading, sidewalk, or other work allowed by a permit interferes with the drainage of the highway in any way, such catch basins and outlets as necessary shall be constructed to take proper care of said drainage and any materials such as pipes and tiles damaged during any installation or repair by the permittee or its employees or agents shall be repaired immediately at the sole cost of the permittee. Permittee shall timely notify the Department of any such damage and repairs thereto. Failure of the permittee to immediately repair the damage after it is discovered shall result in the Department performing the repair and the permittee shall reimburse the Department for the costs and shall hold the Department harmless for all the results of such work which may include removal of the permittee's facilities.

[10] Any damage to ODOT or another's property caused by the work shall be repaired by the permittee or permittee's agent or contractor in a timely manner and at the sole cost of permittee. If any emergency repairs to ODOT property are needed that cannot be performed by the permittee or permittee's agent or contractor, ODOT shall cause the repairs to be performed at the sole cost of permittee.

[11] Upon completion of the work, the permittee shall leave the highway clean of all rubbish, excess materials, temporary structures and equipment, and all parts of the highway shall be left in a condition acceptable to the Department. Upon satisfactory completion of the work authorized by the permit, the Department's appointed representative shall complete the Permit Inspection Certificate, Form No. MR 678 certifying that the permittee has complied with the terms of the permit.

[12] Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the highway so as to interfere with the travel over the road.

[13] All pole lines are to be built in accordance with Rule 4901:3-1-08 of Ohio Administrative Code promulgated and enforced by the Public Utilities Commission of Ohio.

[14] All underground utilities shall be installed at a depth and horizontal distance from the road surface and any appurtenances in accordance with state and national safety standards and as pre-approved by the Department. After installation, the exact location of the utility shall be provided to the Department. The Department shall be held harmless for any damage to utilities due to insufficient or inaccurate installation or identification and all repairs shall be at the sole cost of the permittee.

[15] The permittee shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code promulgated and enforced by the Ohio Environmental Protection Agency.

[16] The permittee certifies that he or she is fully authorized to sign this permit. This permit shall apply to and be binding upon the permittee and any successors in interest. No change in ownership of the underlying property or of the facility owned by permittee shall in any way alter the permittee's obligations under this permit.

[17] The permittee(s) for herself/himself/themselves/itself, her/his/their/its personal representatives, and her/his/their/its successors in interest and assigns, as a part of the consideration hereof, do/does hereby covenant and agree that:

(1) No person on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the utility/facilities/ services of the permittee.

(2) In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, or disability shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

(3) The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. DOT — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

**(4) In the event that this instrument grants a lease, license, or permit and any of the above non-discrimination covenants is breached, then the State of Ohio, Department of Transportation, shall have the unfettered right to terminate the lease, license or permit and to re-enter and repossess the above-described property and hold the same as if said lease, license or permit had never been made or issued.**

**This permit is granted subject to the following attached conditions:**

**(the remainder of this page is left blank intentionally)**

**STATE OF OHIO**  
**DEPARTMENT OF TRANSPORTATION**  
**Supplemental Specifications**

**ODOT Permit #22-20173**

**To utilize the ODOT limited access right of way of US 62 to realign the existing sanitary sewer, install rock channel protection, and to perform work on the structure #STA-15THSTSW-1350**

1. **The ODOT Intelligent Transportation System (ITS) Infrastructure and devices are not currently listed in the Ohio Utility Protection Services (OUPS) program. Please send a copy of the OUPS ticket or locate request to the ODOT ITS Section via email to [CEN.ITS.LAB@dot.ohio.gov](mailto:CEN.ITS.LAB@dot.ohio.gov), in order to get the ITS utility infrastructure marked.**
2. Care must be taken not to disturb other utilities.
3. A temporary fence shall be erected whenever workers are not on site capable of performing the same function as the existing Limited Access fence.
4. If any earth or fence posts are disturbed during this operation, the permanent ODOT right of way fence shall be reinstalled to its original position by a surveyor registered in the State of Ohio immediately after work is complete.
5. A temporary fence shall be erected whenever workers are not on site capable of performing the same function as the existing Limited Access fence.
6. Copy of permit must be on construction site at all times during work hours.
7. **No work within the ODOT right of way shall be permitted if visibility is limited due to rain, snow or fog.**
8. Any reconstruction of ODOT facilities shall meet the requirements of the current ODOT Construction and Material Specifications Manual and Standard Drawings.
9. ODOT shall have jurisdiction over any work in the ODOT right of way and has the authority to suspend any work for noncompliance of permit.
10. Maintain positive drainage.
11. No field changes permitted without prior ODOT approval.
12. Traffic shall be maintained at all times. Work zones shall be limited as not to impede the traveling public, road closures shall not be permitted.
13. If any problems occur during the construction of this facility, all work must stop and ODOT notified immediately at (330) 786-4893.
14. No storage of equipment or materials within the ODOT right of way shall be permitted at any time.
15. No surface discharge of any liquids within the ODOT right of way shall be permitted.
16. All disturbed right of way shall be restored to its original condition or better and seed and mulched as per Item #659., ODOT specifications.

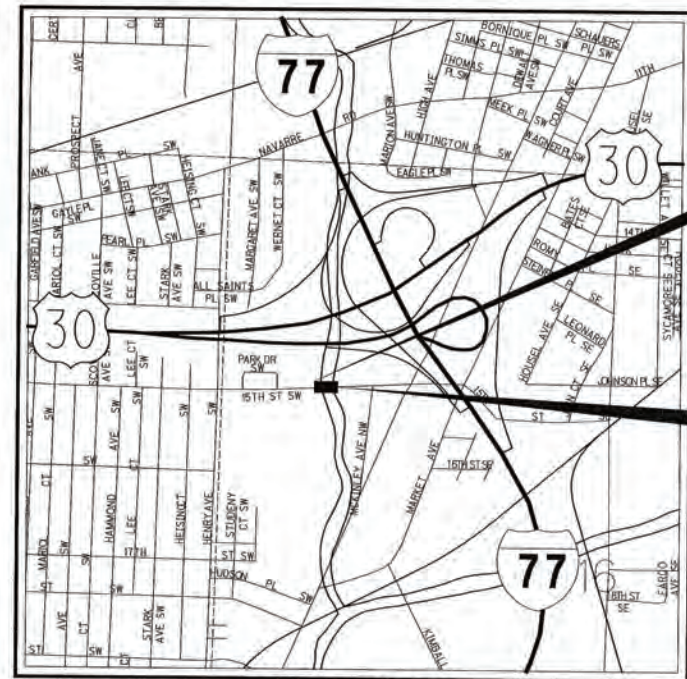
**Permit 22-20173**

17. Except as authorized under the permit, no excavation shall be made, or obstacles placed within the limits of the highway in such a manner as to interfere with travel over the road.
18. If grading or other work done under the permit interferes with the drainage of the highway in any manner, catch basins and outlets shall be constructed to properly handle the highway drainage.
19. All the work contemplated under the permit shall be done under the supervision and to the satisfaction of ODOT and the entire expense shall be borne by the party to whom the permit is issued.
20. Upon completion of the work under the permit, the highway is to be left clear of all rubbish, excess materials, temporary structures or equipment.
21. The permit applicant will abide by current State and/or local laws pertaining to storm water pollution prevention and/or erosion control.
22. The right is reserved by the Department to appoint an inspector who shall represent the interests of the State during the installation of the facility. Any compensation arranged for such inspection service shall be paid wholly by the permit holder.
23. Prior to any excavation in the highway right of way, the permit holder must contact the Ohio Utilities Protection Service (OUPS) and the Oil and Gas Producers Underground Protection Service (OGPUPS) and request all existing underground utility facilities be marked.
24. The acceptance of a permit, or the performance of any work under the permit, constitutes an agreement between ODOT and the party to whom the permit is granted. Compliance with all conditions and restrictions included with the permit is mandatory.

The provisions and conditions as outlined on this permit shall be applicable to the work to be done under this permit, including maintaining traffic and the use of barricades with lights for the safety of the traveling public, according to the requirements set forth in the Ohio Manual of Uniform Traffic Control Devices, unless otherwise herein stipulated. This work to be performed at no cost to the State of Ohio. This permit is not a substitute for satisfying the rights of any other party that may have an interest in the underlying fee.



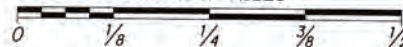
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LOCATION MAP

LATITUDE: 40° 47' 00" N LONGITUDE: 81° 23' 10" W

SCALE IN MILES



#### UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

##### ELECTRIC

AMERICAN ELECTRIC POWER  
700 MORRISON ROAD  
GAHANNA, OHIO 43230  
BRENT GATES  
614-883-6802

##### GAS

DOMINION ENERGY OHIO  
ATTN: 2ND FLOOR RELOCATION DESIGN  
320 SPRINGSIDE DR, SUITE 320  
AKRON, OH 44333  
RELOCATION@DOMINIONENERGY.COM  
PH: 330-664-2409  
FAX: 888-504-0126

##### SANITARY & STORM SEWER

CANTON CITY ENGINEER'S OFFICE  
2436-30TH STREET NE  
CANTON, OH 44705  
ATTN: DAN MOEGLIN  
330-489-3381

##### WATER

CITY OF CANTON WATER DEPARTMENT  
2664 HARRISBURG RD NE  
CANTON, OH 44708  
ATTN: LEWIS MILLER  
330-489-3310

THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS AS REQUIRED BY SECTION 153.64 O.R.C.

#### CONVENTIONAL SYMBOLS

County Line	-----	Edge of Pavement (Pr)	-----
Township Line	-----	Edge of Shoulder (Ex)	-----
Section Line	-----	Edge of Shoulder (Pr)	-----
Corporation Line	----- or -----	Ditch / Creek (Ex)	-----
Fence Line (Ex)	----- (Pr) -----	Ditch / Creek (Pr)	-----
Center Line	-----	Tree Line (Ex)	-----
Standard Highway Ease. (Ex)	----- Ex SH -----	Ownership Hook Symbol	Example
Limited Access (Ex)	----- Ex LA -----	Property Line Symbol	Example
Right of Way (Ex)	----- Ex R/W -----	Break Line Symbol	Example
Temporary Right of Way	----- TMP -----	Tree (Pr)	Tree (Ex) Shrub (Ex)
Standard Highway Ease. (Pr)	----- SH -----	Tree (Remove)	Shrub (Remove)
Sewer Ease. (Pr)	----- SW -----	Evergreen (Ex)	Stump
Utility Ease. (Pr)	----- U -----	Evergreen (Remove)	Stump (Remove)
Utility Ease. (Ex)	----- Ex U -----	Post (Ex)	Mailbox (Ex) Mailbox (Pr)
Guardrail (Ex)	----- (Pr) -----	Light (Ex)	Telephone Marker (Ex) TEL
Construction Limits	-----	Telephone Pole (Ex)	Power Pole (Ex)
Edge of Pavement (Ex)	-----	Light Pole (Ex)	Manhole

# RIGHT OF WAY LEGEND SHEET STA-15SW-13.50 CITY OF CANTON STARK COUNTY

NW QUARTER OF SEC 16, T. 10N., R. 8W.  
CONGRESS LANDS NORTH OF OLD SEVEN RANGES  
PART OF OUTLOTS 68, 175 & 176

#### INDEX OF SHEETS:

LEGEND SHEET	1
CENTERLINE PLAT	2
PROPERTY MAP	3
SUMMARY OF ADDITIONAL R/W	4
R/W TOPO SHEET	5
R/W BOUNDARY PLAN	6

#### STRUCTURE KEY

	RESIDENTIAL
	COMMERCIAL
	OUT-BUILDING

#### TYPES OF TITLE LEGEND:

SH = STANDARD HIGHWAY EASEMENT
T = TEMPORARY EASEMENT
U = UTILITY EASEMENT
S = SEWER EASEMENT

I, DWIGHT A. TILLIS, P.S. HAVE BASED THESE PLANS ON A SURVEY OF THE EXISTING CONDITIONS, BY PRIME AE GROUP, INC. FOR THE OHIO DEPARTMENT OF TRANSPORTATION IN 2021. THE RESULTS OF THE SURVEY ARE CONTAINED HEREIN.

THE HORIZONTAL COORDINATES EXPRESSED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATES SYSTEM, (NORTH ZONE NAD 83 (2011)). THE PROJECT COORDINATES (US SURVEY FOOT) ARE RELATIVE TO STATE PLAN GRID COORDINATES (US SURVEY FEET) BY A PROJECT ADJUSTMENT FACTOR OF 1.00009189.

AS A PART OF THIS PROJECT I HAVE REESTABLISHED THE LOCATIONS OF THE EXISTING PROPERTY LINES AND CENTERLINE OF EXISTING RIGHT OF WAY FOR PROPERTY TAKES CONTAINED HEREIN.

AS PART OF THIS PROJECT I HAVE ESTABLISHED THE PROPOSED PROPERTY LINES, CALCULATED THE GROSS TAKE, PRESENT ROADWAY OCCUPIED (PRO), NET TAKE, AND NET RESIDUE; AS WELL AS PREPARED THE LEGAL DESCRIPTIONS NECESSARY TO ACQUIRE THE PARCELS SHOWN HEREIN.

ALL OF MY WORK CONTAINED HEREIN WAS CONDUCTED IN ACCORDANCE WITH THE OHIO ADMINISTRATIVE CODE 4733-37 COMMONLY KNOWN AS "MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO" UNLESS SO NOTED.

THE WORDS I AND MY, AS USED HEREIN, ARE TO MEAN EITHER MYSELF OR SOMEONE WORKING UNDER MY DIRECT SUPERVISION.

*Dwight A. Tillis*

DWIGHT A. TILLIS, P.S. SURVEYOR NO. 7807

DATE: 09/24/2021

SURVEYOR'S SEAL



#### PROJECT DESCRIPTION

IMPROVEMENT OF 0.04 MILES OF 15TH ST. S.W. BY REPLACEMENT OF THE BRIDGE NO. STA-15SW-1350 OVER WEST BRANCH NIMISHILLEN CREEK INCLUDING APPROACH PAVEMENT RECONSTRUCTION.

#### PLANS PREPARED BY:

FIRM NAME : PRIME AE GROUP, INC.

R/W DESIGNER: RUSSELL A. KOENIG

R/W REVIEWER: DWIGHT A. TILLIS

FIELD REVIEWER: RUSSELL A. KOENIG

PRELIMINARY FIELD REVIEW DATE: 08/12/2021

TRACINGS FIELD REVIEW DATE: 09/16/2021

OWNERSHIP UPDATED BY: RUSSELL A. KOENIG

DATE COMPLETED: 09/17/2021

PLAN COMPLETION DATE: 09/24/2021

FEDERAL PROJECT NO.

PID NO.

CALCULATED  
RAK  
CHECKED  
DAT

113153

RIGHT OF WAY  
LEGEND SHEET

STA-15SW-13.50

1/6



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# BASIS OF BEARINGS

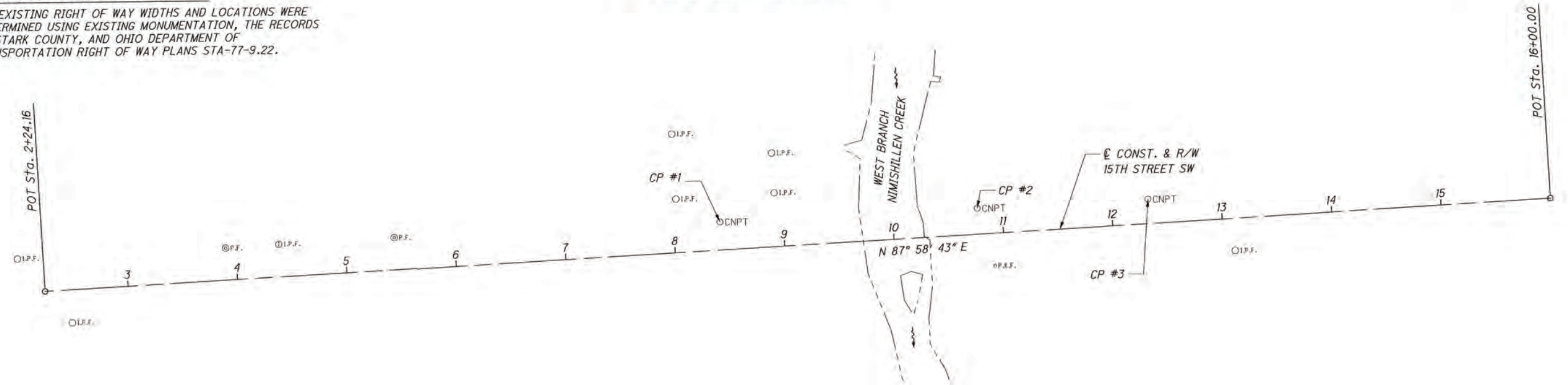
THE BASIS OF BEARINGS ON THESE PLANS ARE BASED ON G.P.S. OBSERVATIONS AS PERFORMED IN OCTOBER 2019, AND ARE RELATIVE TO OHIO STATE PLANE COORDINATES (GROUND, NORTH ZONE NAD 83 (2011) ADJUSTMENT).

# BASIS OF EXISTING RIGHT-OF-WAY

THE EXISTING RIGHT OF WAY WIDTHS AND LOCATIONS WERE DETERMINED USING EXISTING MONUMENTATION, THE RECORDS OF STARK COUNTY, AND OHIO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS STA-77-9.22.

## STA-15SW-13.50

CITY OF CANTON  
STARK COUNTY  
NW QUARTER OF SEC 16, T. 10N., R. 8W.  
CONGRESS LANDS NORTH OF OLD SEVEN RANGES  
PART OF OUTLOTS 68, 175 & 176



MONUMENT TABLE

R/W & CONSTRUCTION 15TH STREET SW		PROJECT COORDINATES ON CENTERLINE		* MONUMENTS TO BE SET DURING CONSTRUCTION		R/W MON. EXPECTED TO BE DISTURBED	DESCRIPTION
STATION	OFFSET	NORTH (Y)	EAST (X)	MON. ASSY	REF. MON.	R/W MON.	
OFFSITE	OFFSITE	408838.1421	2276396.8860				IPIN 5/8" (BENT)
2+47.24	30.15' RT	408778.1100	2276445.5300				IPIN 1" IN CONCRETE
3+90.89	29.48' LT	408842.7700	2276586.9900				IPIPE 1/2" PINCHTOP
4+39.49	30.00' LT	408845.0017	2276635.5430				IPIN 5/8" WITH CAP "CAMPBELL"
5+45.04	29.77' LT	408848.4930	2276741.0360				IPIN 3/4"
8+03.56	49.49' LT	408877.3176	2276998.6980				IPIN 5/8" (BENT)
8+03.55	109.32' LT	408937.1090	2276996.5750				IPIN
8+93.45	49.65' LT	408880.6536	2277088.5240				IPIN 5/8" (BENT)
8+93.42	86.30' LT	408917.2777	2277087.2050				IPIN 5/8" (BENT)
10+90.51	29.96' RT	408808.0400	2277288.2700			X	PK NAIL
13+10.09	30.00' RT	408815.7462	2277507.7200				IPIN 5/8" (BENT)
TOTAL CARRIED TO GENERAL SUMMARY SHEET							

\* = ITEM 623

SETTING OF ALL MONUMENTS SHALL BE PERFORMED BY A SURVEYOR REGISTERED IN THE STATE OF OHIO. THE MONUMENT ASSEMBLIES AND REFERENCE MONUMENTS WILL BE INSTALLED BY THE CONTRACTOR AT THE TIME OF CONSTRUCTION. THE IRON PIN AND CAP (WHEN REQUIRED) ARE TO BE INSTALLED BY THE CONTRACTOR'S SURVEYOR.

CHANGES OR ALTERATIONS TO THE LOCATION OF ANY MONUMENTS SHOWN IN THIS TABLE, REQUIRE PRIOR APPROVAL FROM THE CITY OF CANTON. IN THE EVENT THAT CHANGES OR ALTERATIONS ARE APPROVED, A REVISED CENTERLINE PLAT WITH THE NEW LOCATIONS SHALL BE RECORDED IN THE APPLICABLE COUNTY RECORDS AND THE OHIO DEPARTMENT OF TRANSPORTATION. SPECIFICATIONS FOR REFERENCE MONUMENTS AND RIGHT OF WAY MONUMENTS ARE SHOWN ON STANDARD CONSTRUCTION DRAWING RM-1.1.

THE HORIZONTAL COORDINATES EXPRESSED HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATES SYSTEM, (NORTH ZONE NAD 83 (2011)). THE PROJECT COORDINATES (US SURVEY FOOT) ARE RELATIVE TO STATE PLAN GRID COORDINATES (US SURVEY FEET) BY A PROJECT ADJUSTMENT FACTOR OF 1.00009189.

PROJECT CONTROL POINTS

R/W & CONSTRUCTION 15TH STREET SW				PROJECT COORDINATES		DESCRIPTION
POINT	STATION	OFFSET	ELEVATION	NORTHING	EASTING	
CP #1	8+42.41	26.01' LT	1016.23	408855.2247	2277038.3542	MAG NAIL
CP #2	10+77.41	24.13' LT	1014.22	408861.6307	2277273.2692	MAG NAIL
CP #3	12+33.49	22.63' LT	1015.04	408865.6400	2277429.3100	5/8" IRON PIN WITH CAP

\* SIZE VARIES

# MONUMENT LEGEND

- \* I.P.F. IRON PIN FOUND W/ ID CAP
- @P.F. IRON PIPE FOUND
- O.I.P.F. IRON PIN FOUND
- OP.S.F. PK NAIL FOUND
- OCNPT CONTROL POINT

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE DELINEATION OF A SURVEY MADE FOR THE OHIO DEPARTMENT OF TRANSPORTATION IN 2021 BY PRIME AE GROUP, INC. AND IS BASED UPON A FIELD SURVEY OF R/W PINS FOUND, CENTERLINE OF THE EXISTING ROADWAY AND RECORDED DEED DESCRIPTIONS.

THE ESTABLISHMENT OF THE PROPERTY LINES AND EXISTING RIGHT-OF-WAY LINES SHOWN ON THIS PLAN AS OF THIS DATE WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION.

*Dwight A. Tillis* 9/24/21  
DWIGHT A. TILLIS, P.S. SURVEYOR NO. 7807 DATE

SURVEYOR'S SEAL



CENTERLINE PLAT

STA-15SW-13.50

2/6



PID NO. 113153

R/W DESIGNER RAK R/W REVIEWER DAT



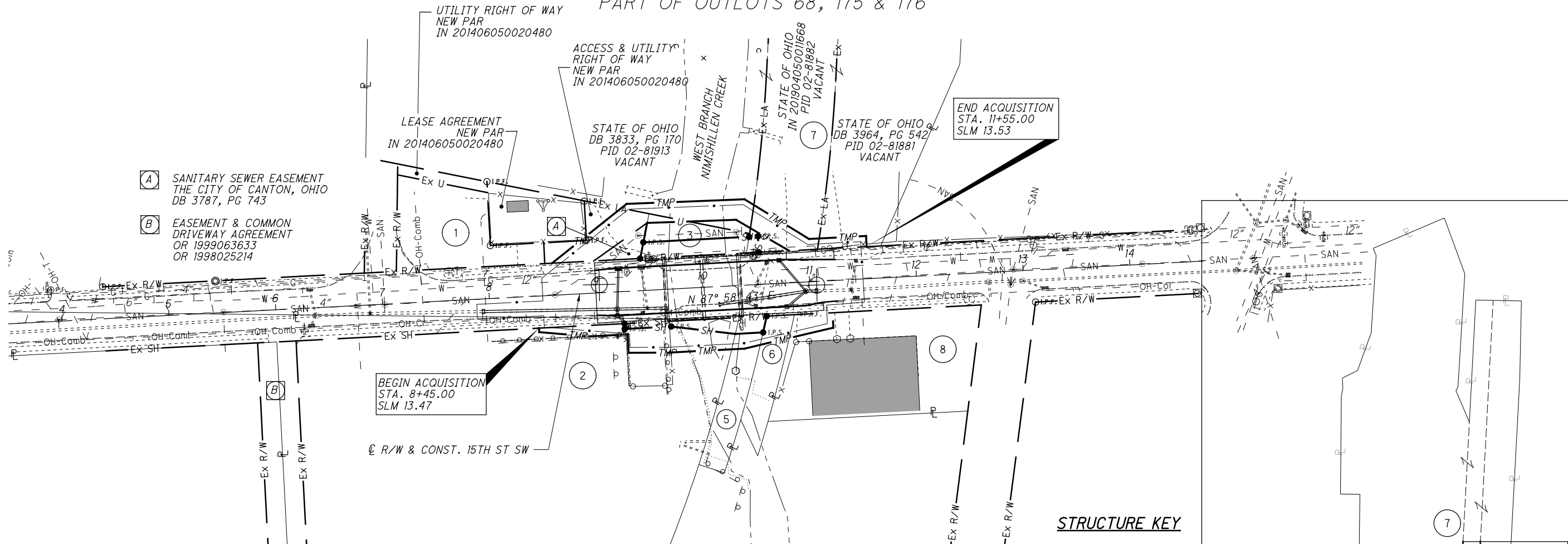
STA-15SW-13.50

CITY OF CANTON

STARK COUNTY

NW QUARTER OF SEC 16, T. 10N., R. 8W.  
CONGRESS LANDS NORTH OF OLD SEVEN RANGES

PART OF OUTLOTS 68, 175 & 176

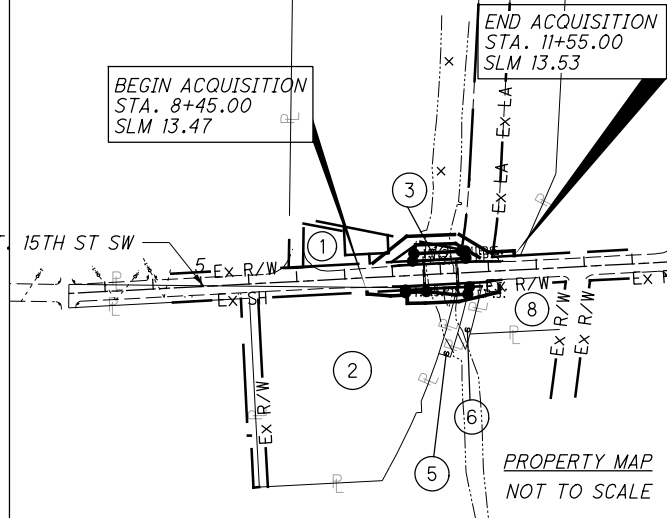


OWNERSHIP NAME & NUMBER

- 1 CARLOS F. CASTELLANOS  
TRANSFER ON DEATH TO  
CARLOS M. CASTELLANOS  
IN 20110120040617  
IN 201701030000129  
PID 02-39159  
COMMERCIAL
- 2 GREGORY PROPERTIES II, L.L.C.  
IN 200201100002296  
PID 02-46228  
INDUSTRIAL
- 3 THE CITY OF CANTON OHIO  
DB 513, PG 263  
PID 100-13093  
COMMERCIAL, VACANT
- 4 NOT USED
- 5 MEANDER CORPORATION  
OR 963, PG 676  
100-14497
- 6 WHEELING & LAKE ERIE  
RAILWAY COMPANY  
OR 998, PG 464  
100-14496
- 8 SPENCER HOLDINGS LLC  
IN 201506250024298  
PID 02-13528  
COMMERCIAL

STRUCTURE KEY

COMMERCIAL



DATE	7/15/22	2 - T
DATE	6/14/22	① & ③ DEED REFERENCE
REV. BY	DATE	DESCRIPTION
DATE COMPLETED:	09/24/2021	



PID NO.  
**113153**

R/W DESIGNER  
RAK  
R/W REVIEWER  
DAT

PROPERTY MAP

STA-15SW-13.50

3 / 6



7 OWNERSHIPS	0 TOTAL TAKES
13 PARCELS	0 OWNERSHIPS W/ STRUCTURES INVOLVED

**ALL AREAS IN ACRES**

ALL RIGHT OF WAY ACQUIRED IN THE NAME OF  
THE CITY OF CANTON, OHIO  
UNLESS OTHERWISE SHOWN.

	<div> <div>4</div> <div>6</div> </div>	<div> <div>STA -15SW -13.50</div> </div>	<div> <div>SUMMARY OF ADDITIONAL</div> <div>RIGHT OF WAY</div> </div>	R/W DESIGNER	STATE JOB NO.	PID NO.	FEDERAL PROJECT NO.  <b>N / A</b>
				<div> <div>RAK</div> <div>R/W REVIEWER</div> <div>DAT</div> </div>	<div> <div>442679</div> </div>	<div> <div>113153</div> </div>	

NOTE: UNDER NO CIRCUMSTANCES ARE TEMPORARY EASEMENTS TO BE USED FOR STORAGE OF MATERIAL OR EQUIPMENT BY THE CONTRACTOR UNLESS NOTED OTHERWISE.

SH = STANDARD HIGHWAY EASEMENT  
T = TEMPORARY EASEMENT  
U = UTILITY EASEMENT  
S = SEWER EASEMENT

+ DENOTES REMOVAL ITEM  
\*\* DENOTES RIGHT OF WAY ENCROACHMENT

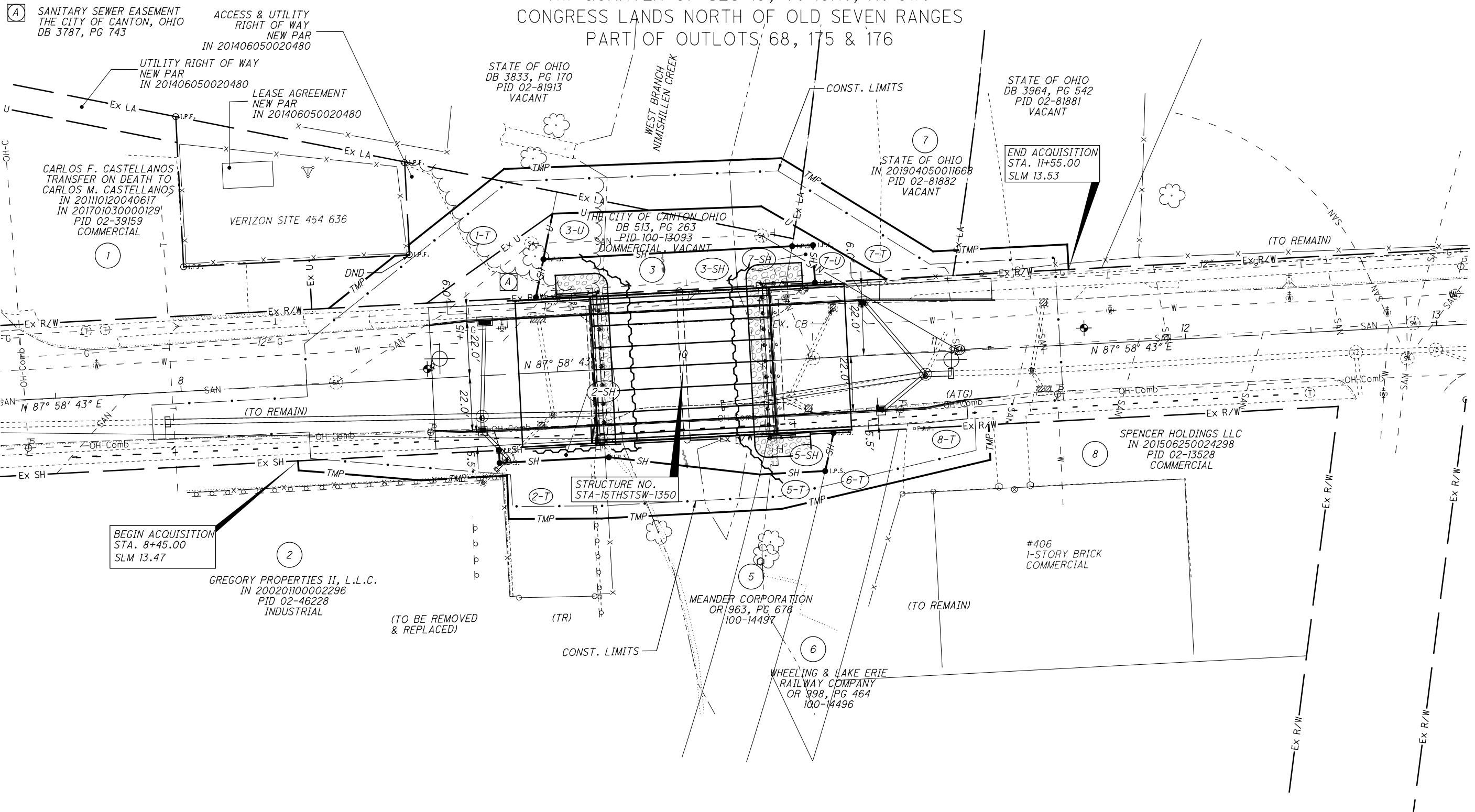
DAT	7/15/22	2 - T
DAT	6/14/22	1-T, 2-S, 2-T, 3-SH
<b>REV. BY</b>	<b>DATE</b>	<b>DESCRIPTION</b>
FIELD REVIEW BY: RUSSELL A. KOENIG DATE: 09/16/2021		
OWNERSHIP VERIFIED BY: RUSSELL A. KOENIG DATE: 09/17/2021		
DATE COMPLETED: 09/24/2021		

STA-15SW-13.50

CITY OF CANTON

STARK COUNTY

NW QUARTER OF SEC 16, T. 10N., R. 8W.  
CONGRESS LANDS NORTH OF OLD SEVEN RANGES  
PART OF OUTLOTS 68, 175 & 176



DAT	7/15/22	2 - T
DAT	6/14/22	① & ③ DEED REFERENCE
REV. BY	DATE	DESCRIPTION
DATE COMPLETED: 09/24/2021		

5/6

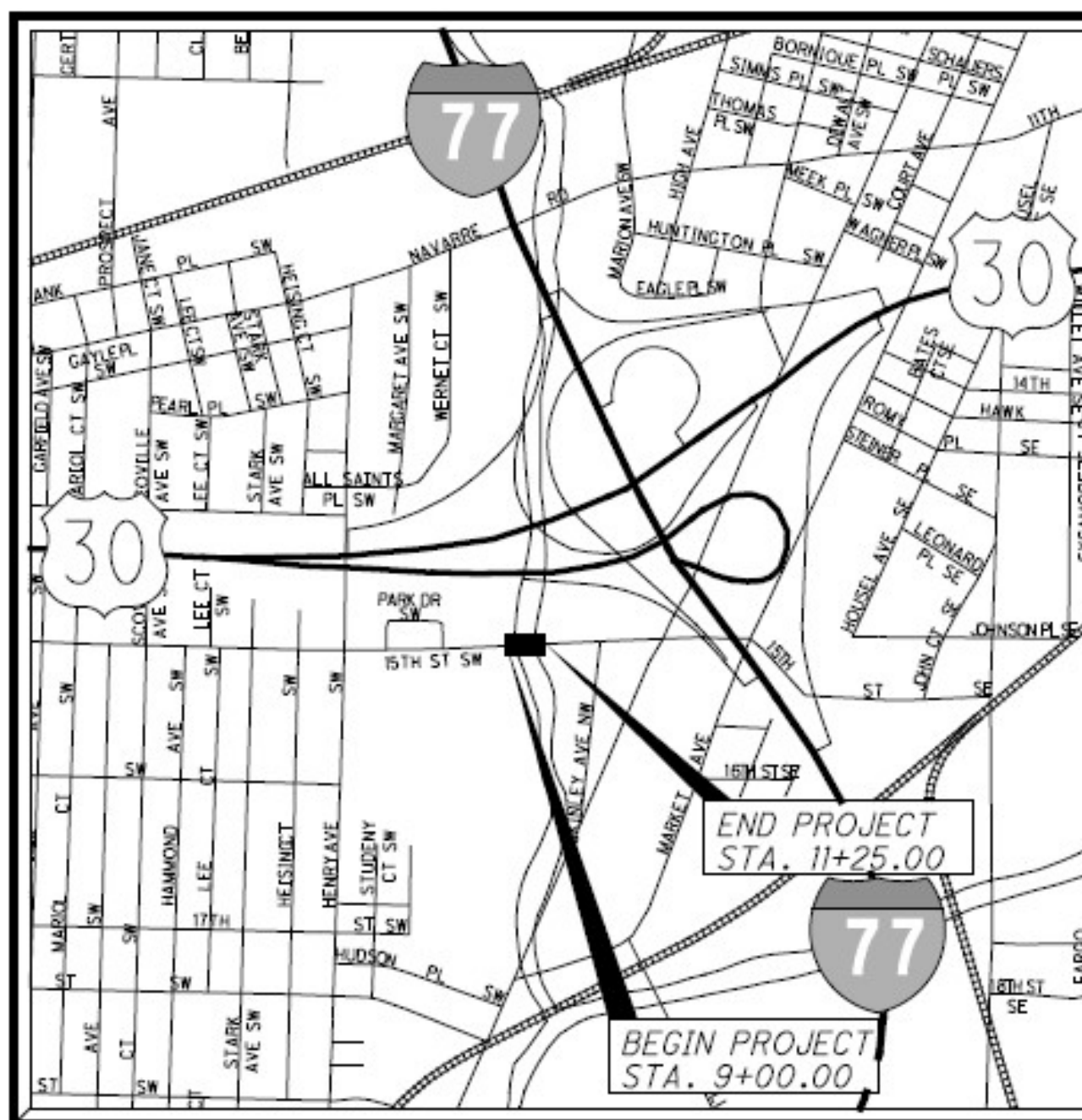
STA-15SW-13.50

RIGHT OF WAY TOPO SHEET  
STA. 7+50.00 TO STA. 13+00.00

PID NO. 113153  
R/W DESIGNER RAK  
R/W REVIEWER DAT

0 20 40  
HORIZONTAL  
SCALE IN FEET

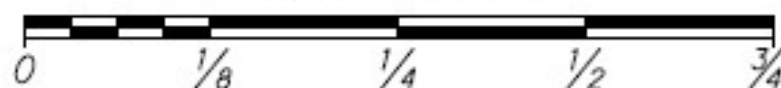




LOCATION MAP

LATITUDE: 40° 47' 00" N      LONGITUDE: 81° 23' 10" W

SCALE IN MILES



## APPENDIX C

# NFS Lease Agreement



Activity Number: 1309005

## LEASE AGREEMENT

THIS LEASE (this "Lease"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "Effective Date") by and between NORFOLK SOUTHERN RAILWAY COMPANY a(n) VIRGINIA corporation (the "Landlord") and CITY OF CANTON, a(n) OHIO Government Entity (the "Tenant").

**1. Premises; Use.** For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, and without any warranty or representation, that certain real property located in CANTON, STARK COUNTY, OHIO, having an area of 610.00 square feet, more or less, the location and dimensions of which are substantially shown on **print of Drawing No. 113153 dated September 24, 2021, Exhibit "A"** attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for for access purposes to the road for proposed bridge renovation project purposes and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

**2. Term.** To have and to hold for a term of 12 months/years, said term to begin on March 1, 2023, and to end at midnight on February 28, 2024 (the "Initial Term"), unless sooner terminated as hereinafter provided.

**3. Base Rental.** Commencing on **March 1, 2023** (the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of One Thousand Seven Hundred Fifty and 00/100 Dollars (\$ 1,750.00).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution



of this Lease, Tenant has paid to Landlord the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

**4. Taxes.** See Rider

**5. Utilities.** Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

**6. Maintenance and Repairs.** Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements). Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

**7. Modifications and Alterations to the Premises.** Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

**8. Return of Premises.** At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or

arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

**9. Destruction of or Damage to Premises.** If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

**10. Indemnity.** Except for damage caused solely by Landlord's negligence, and to the extent allowable by law pursuant to Ohio Revised Code Section 2744, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws including Ohio Revised Code 2744, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

**11. Governmental Orders.** Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

**12. Condemnation.** If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

**13. Assignment.** Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS

BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

**14. Environmental.** Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities

pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 14 shall survive the expiration or earlier termination of this Lease.

**15. Default; Remedies.** In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by

Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

**16. Signs; Entry by Landlord.** Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

**17. No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

**18. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

**19. Notices.** Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) **Landlord:** c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308, or at such other address as Landlord may designate in writing to Tenant.

(b) **Tenant:** CITY OF CANTON, 2436 30TH ST NE, , CANTON OH 44705, **NO P.O. BOXES**, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

**20. Track Clearance.** Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

**21. Brokerage.** Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

**22. Tenant's Insurance.** Tenant shall provide the following insurance for the term of this lease. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Landlord.

**(a) Commercial General Liability Insurance:** This insurance shall be provided by a current ISO occurrence form policy including coverage for damages because of bodily injury, property damage, personal and advertising injury, and the products-completed operations hazard. This insurance shall have a maximum deductible of no more than \$5,000, annual limits of at least \$2,000,000 occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage.

**(b) Automobile Liability Insurance:** If Tenant operates any vehicles on the leased property, Tenant shall be required to carry Automobile Liability Insurance. This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

**(c) Workers' Compensation:** If Tenant has any employees that will enter the leased property, Lessee shall maintain workers' compensation insurance as required by statute in the state in which the Work or Services, as applicable, will take place.

**(d) Employer's Liability:** Provided that Tenant is required to maintain workers' compensation coverage required by (c), Employer's Liability insurance shall be provided with limits of at least \$1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate.

**General Insurance Requirements.** Each insurance policy referred to in this Lease shall comply with the following requirements, and Tenant to cause its insurance to comply with the following.



**(a) Additional Insureds.** All insurance required by this Lease (excluding only Workers' Compensation) shall name the Landlord as additional insureds with an appropriate endorsement to each policy.

**(b) Tenant's Coverage Primary and Without Right to Contribution.** All policies secured by Tenant, whether primary, excess, umbrella or otherwise, and providing coverage to the Landlord as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies the Landlord may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Landlord may have secured for itself.

**(c) Severability of Interests (Cross Liability).** No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

**(d) Waiver of Subrogation.** To the fullest extent permitted by law, all insurance furnished by Tenant in compliance with Lease shall include a waiver of subrogation in favor of the Landlord with an appropriate endorsement to each policy.

**(e) Notice of Cancellation, Modification or Termination.** All policies required under this Lease shall not be subject to cancellation, termination, modification or changed, or non-renewed except upon thirty (30) days' prior written notice to the Additional Insureds.

**(f) No Limitation.** The insurance coverages maintained by Tenant shall not limit any of their indemnity obligations or other liabilities under this Lease.

**(g) Certificates of Insurance.** Tenant shall furnish certificates of insurance to Landlord at jesse.duperow@nscorp.com. The Certificate of Insurance shall be on an ACORD form. The Insured box on the ACORD form shall be filled out with the Tenant's Legal name and address **EXACTLY** as defined on the Agreement Header and Signature Line of this Lease.

On the ACORD form, the box titled **DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS** shall include this **EXACT** language:

**"Norfolk Southern Corporation and its Subsidiaries, as Certificate Holder has been endorsed to all of the applicable policies as an additional insured including the General Liability policy, the Umbrella/Excess Policy (if used), and, if required by the Lease, the Employer's Liability policy and the Automobile Liability policy. All policies have been endorsed to waive subrogation against Norfolk Southern Corporation and its Subsidiaries, as well as to indicate that they may not seek contribution against policies issued to Norfolk Southern Corporation or its subsidiaries. All policies have been endorsed to provide Norfolk Southern Corporation and its Subsidiaries 30 days' notice of cancellation."**

The **CERTIFICATE HOLDER** box on the ACORD form shall include this **EXACT** name and address:

**Norfolk Southern Corporation and its Subsidiaries  
650 W Peachtree St NW,  
Atlanta, GA 30308**





A Sample Copy of an insurance certificate showing the required language to be included on the insurance Certificate is attached to this Lease in Exhibit D.

**23. Joint and Several.** If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

**24. No Warranties; Entire Agreement.** TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

**25. Survival.** The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

**26. Miscellaneous.** Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of the paragraph entitled, "Assignment" set forth herein, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

**27. Signature.** The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.



[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, effective as of the date last executed below.

Witness As To Landlord:

[Signature]  
Name:

Witness As To Landlord:

Name:

**LANDLORD:**

**NORFOLK SOUTHERN RAILWAY  
COMPANY**  
a(n) **VIRGINIA Corporation**

Signature:

Name:

Solomon Jackson

Title:

Norfolk Southern Real Estate  
Director

Date of Landlord Signature:

1/12/2023

[SEAL]

Witness As To Tenant:

Name:

Witness As To Tenant:

Name:

**TENANT:**

**CITY OF CANTON**  
a(n) **OHIO Government Entity**

Signature:

Name:

John M. Highman, Jr.

Title:

City of Canton Public Service  
Director

Date of Tenant Signature:

1-3-23

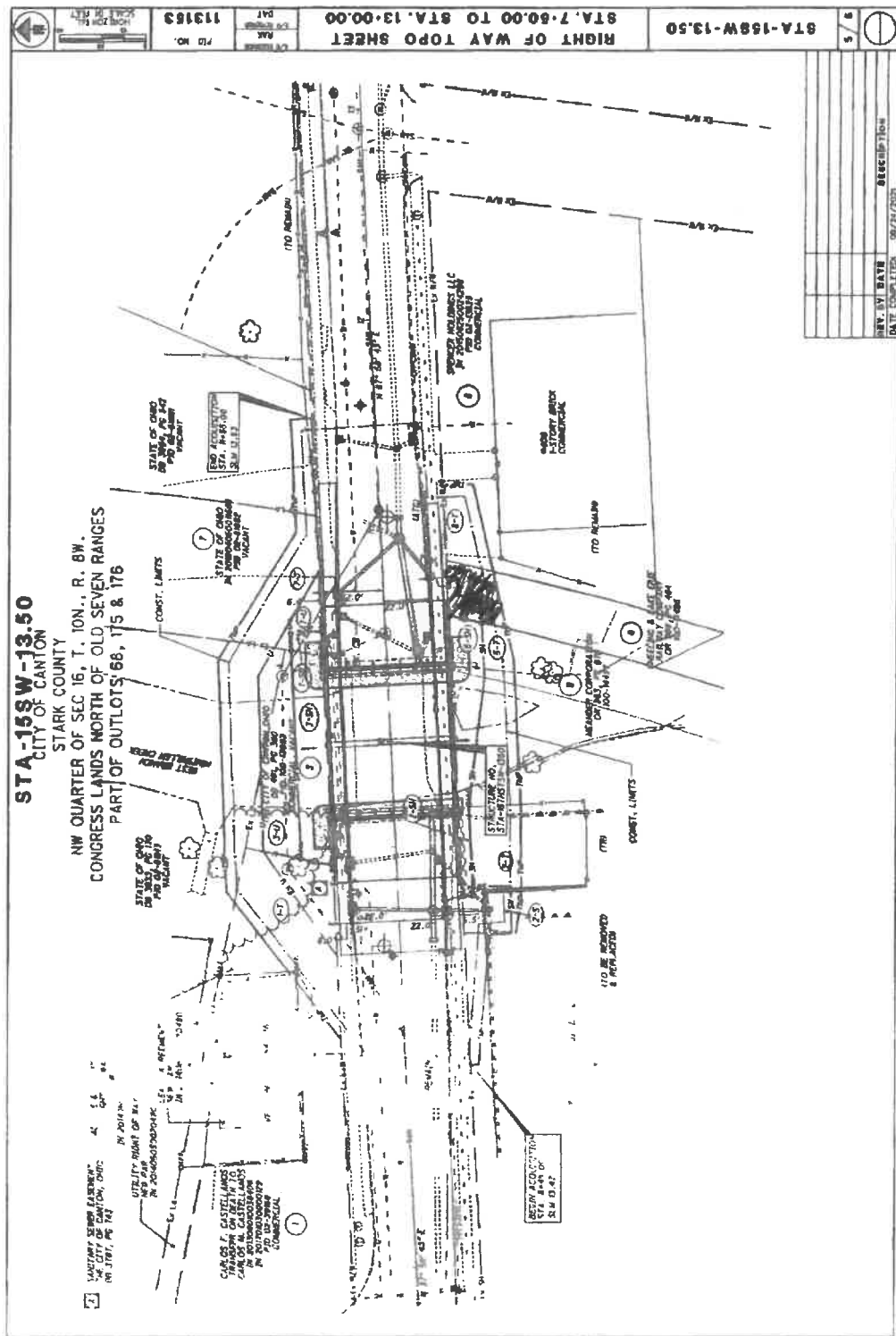
[SEAL]

JTD, December 27, 2022, 1309005\ iManage #

APPROVED AS TO FORM

[Signature]  
CANTON LAW DIRECTOR







**EXHIBIT B**

**RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND CITY OF CANTON, AS TENANT**

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

**APPENDIX D**

**ASBESTOS REPORT**



July 15, 2021

Chris Jackman, P.E.  
Prime AE Group, Inc.  
8415 Pulsar Place, Suite 300  
Columbus, Ohio 43240  
614-839-0250

**Subject: Asbestos Inspection of STA 15\_SW 13500 (SFN #7661169/PID 113153) Fifteenth Street SW over West Branch Nimishillen Creek in Canton, Ohio 44706 (L&A 20-0518)**

Dear Chris Jackman:

On July 8, 2021, Mr. Matt Geiger, Ohio Environmental Protection Agency (OEPA) Certified Asbestos Hazard Evaluation Specialist (AHES OH #35832) and Mr. Will Arnold (AHES OH #545305) of Lawhon & Associates, Inc (L&A) conducted an asbestos survey of STA 15\_SW 13500 (SFN #7661169/PID 113153) Fifteenth Street SW over West Branch Nimishillen Creek in Canton, Ohio 44706. The purpose of the survey was to determine the presence of asbestos-containing materials (ACM) located on the structure.

The survey consisted of an inspection of all accessible areas of the bridge to determine the presence, location and quantities of asbestos-containing materials. Bulk samples were collected from suspect materials that could potentially be impacted during demolition/renovation work activities. A diagram of the bridge and asbestos bulk sampling locations can be found in Appendix B. There were no bridge plans made available for review associated with this bridge.

### Suspect Materials

The materials suspected of being asbestos-containing identified during the survey are presented in Table 1 along with an indication of their friability.

**Table 1: Suspected Materials**

Material	Locations	Friability
Parapet Expansion Pad	Above Deck	Non-Friable
Grey Bolt Caulking	Above Deck	Non-Friable
Gas Line Wrap	Below Deck	Non-Friable
Grey Paint	Below Deck	Non-Friable

### Sample Descriptions, Locations and Results

Sample descriptions, locations, and asbestos content as determined by Polarized Light Microscopy (PLM) are presented in Table 2.

**Table 2: Sample Descriptions, Locations and Results**

Sample #	Sample Description and Location	Asbestos %
1	Parapet Expansion Pad – North Side, East End	No Asbestos Detected
2	Parapet Expansion Pad – North Side, Middle	No Asbestos Detected
3	Parapet Expansion Pad – South Side, East End	No Asbestos Detected
4	<i>Grey Bolt Caulking – North Side, East End</i>	<i>0.3% Chrysotile</i>
5	<i>Grey Bolt Caulking – North Side, Middle</i>	<i>0.3% Chrysotile</i>
6	<i>Grey Bolt Caulking – North Side, West End</i>	<i>0.4% Chrysotile</i>
7	Gas Line Wrap – West End, Below Deck	No Asbestos Detected
8	Gas Line Wrap – West End, Below Deck	No Asbestos Detected
9	Gas Line Wrap – West End, Below Deck	No Asbestos Detected
10	Grey Paint – West End, Below Deck	No Asbestos Detected
11	Grey Paint – West End, Below Deck	No Asbestos Detected
12	Grey Paint – West End, Below Deck	No Asbestos Detected

**Materials Identified as Asbestos-Containing**

Under the current EPA/NESHAP regulations, materials that contain greater than 1% asbestos are considered to be an asbestos-containing material (ACM). None of the materials sampled were found to be Asbestos Containing Material as defined by U.S EPA/NESHAP regulations. Three samples of the bolt caulking were reported as containing 1% or less asbestos. This material is not regulated under U.S EPA/NESHAP regulations however, is regulated under OSHA. Any contractors disturbing this material must adhere to OSHA 29 CFR 1910 and 29 CFR 1926. The material is grey in color. An image depicting this material can be found in Figure 3 of Appendix B. There is approximately 5 square feet of this material on this bridge.

**Attachments**

Appendix A contains the Ohio Environmental Protection Agency Certifications for Mr. Matt Geiger and Mr. Will Arnold.

Appendix B contains the Bulk Sample Diagram.

Appendix C contains the laboratory results and chain-of-custody documentation for the asbestos bulk samples collected.

Appendix D contains the Ohio Environmental Protection Agency Notification of Demolition and Renovation.

**Summary**

On July 8, 2021, Mr. Matt Geiger, Ohio Environmental Protection Agency (OEPA) Certified Asbestos Hazard Evaluation Specialist (AHES OH #35832) and Mr. Will Arnold (AHES OH #545305) of Lawhon & Associates, Inc. (L&A) conducted an asbestos survey of STA 15\_SW 13500 (SFN #7661169/PID 113153) Fifteenth Street SW over West Branch Nimishillen Creek in Canton, Ohio 44706. **No asbestos containing materials, as defined by EPA/NESHAP were identified on this bridge; however, the grey bolt caulking was confirmed to contain 1% or less asbestos; therefore regulated under OSHA standards.** If you have any questions, please contact Matt Geiger or Trevor Berger at (614) 481-8600.

Sincerely,



Matt Geiger, AHES 35832  
Project Manager



Trevor Berger, AHES 35890  
Northeast Ohio Regional Manager



**APPENDIX A**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY CERTIFICATIONS**



**Mike DeWine**, Governor  
**Jon Husted**, Lt. Governor  
**Laurie A. Stevenson**, Director

8/31/2020

Matthew Geiger  
Lawhon & Associates, Inc.  
1441 King Avenue  
Columbus, OH 43212

RE: Evaluation Specialist  
Certification Number: ES35832  
Expiration Date: 10/14/2021

Dear Matthew Geiger:

This letter and enclosed certification card approves your request to be certified as an asbestos Evaluation Specialist. You must present your card upon request at any project site while performing duties. Copies of cards are not acceptable as proof of certification.

This certification may be revoked by the Director of the Ohio Environmental Protection Agency (EPA) for violation of any of the requirements of 3745-22 or 3745-20 of the Ohio Administrative Code.

If you have any questions, please contact the Asbestos Program at 614-644-0226 or by email at [asbestoslicensing@epa.ohio.gov](mailto:asbestoslicensing@epa.ohio.gov).

Sincerely,

Joshua S. Koch  
Manager, Business Operations Support Section  
Ohio EPA - Division of Air Pollution Control





# **The InService Training Network**

## **Asbestos Building Inspector and Management Planner Refresher Courses**



### **Matthew Geiger**

has successfully completed the Asbestos Building Inspector and Management Planner Refresher Courses and passed by at least 70% the course examinations for accreditation under Section 206 of the Toxic Substance Control Act, Title II, and Indiana 326 IAC 18-2  
Provided by: The InService Training Network, Inc., 705D Lakeview Plaza Blvd, Worthington, OH 43085 (614) 436-0980

**Course Dates:** April 14, 2021

**Examination Date:** April 14, 2021

**Course Director:**

  
Kurt Varga

**Course Location:** Worthington, OH

**Expiration Date:** April 14, 2022

**Certificate Numbers:** ITNIR7061 & ITNMPR7061





Mike DeWine, Governor  
Jon Husted, Lt. Governor  
Laurie A. Stevenson, Director

6/22/2021

William Arnold  
Lawhon & Associates, Inc.  
1441 King Ave  
Columbus, OH 43212

RE: Evaluation Specialist  
Certification Number: ES545305  
Expiration Date: 6/22/2022

Dear William Arnold:

This letter and enclosed certification card approves your request to be certified as an asbestos Evaluation Specialist. You must present your card upon request at any project site while performing duties. Copies of cards are not acceptable as proof of certification.

This certification may be revoked by the Director of the Ohio Environmental Protection Agency (EPA) for violation of any of the requirements of 3745-22 or 3745-20 of the Ohio Administrative Code.

If you have any questions, please contact the Asbestos Program at 614-644-0226 or by email at [asbestoslicensing@epa.ohio.gov](mailto:asbestoslicensing@epa.ohio.gov).

Sincerely,

Joshua S. Koch  
Manager, Business Operations Support Section  
Ohio EPA - Division of Air Pollution Control



ite 700 • P.O. Box 1049 • Columbus, OH 43216-1049  
• (614) 644-3020 • (614) 644-3184 (fax)



# The InService Training Network

## Asbestos Building Inspector Initial Course



**William Arnold**

has successfully completed the Asbestos Building Inspector Initial Course and passed by at least 70%  
the course examination for accreditation under Section 206 of the Toxic Substance Control Act, Title II, and Indiana 326 IAC 18-2  
Provided by: The InService Training Network, Inc., 705D Lakeview Plaza Blvd, Worthington, OH 43085 (614) 436-0980

**Course Dates:** June 14 - 16, 2021

**Course Director:**

Kurt Varga

**Expiration Date:** June 16, 2022

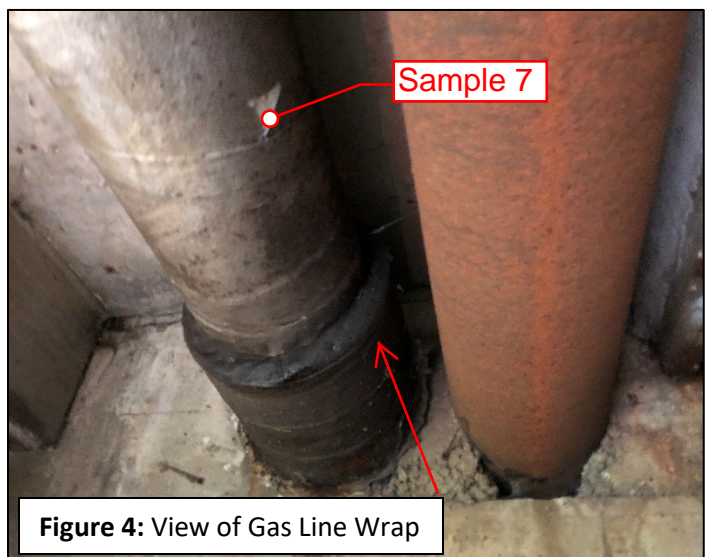
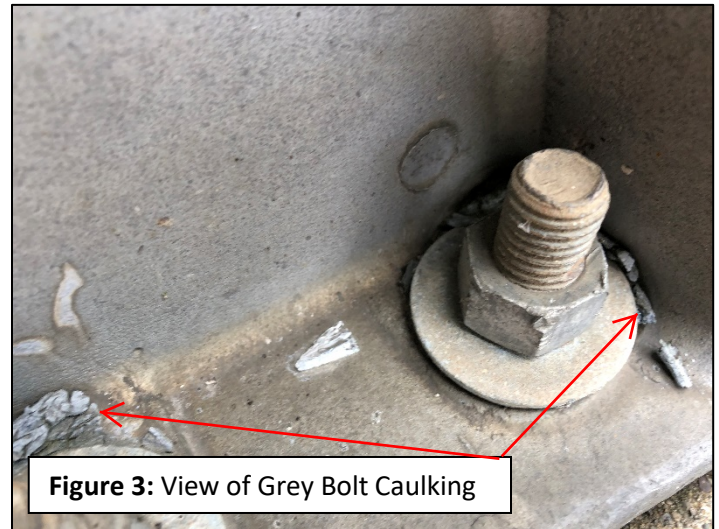
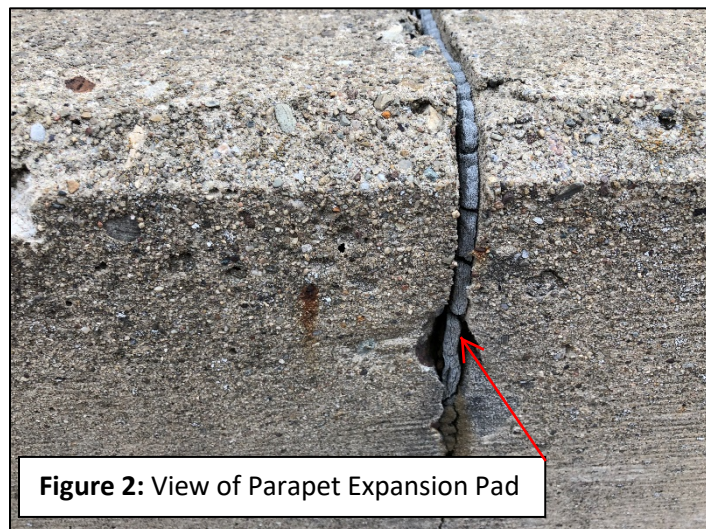
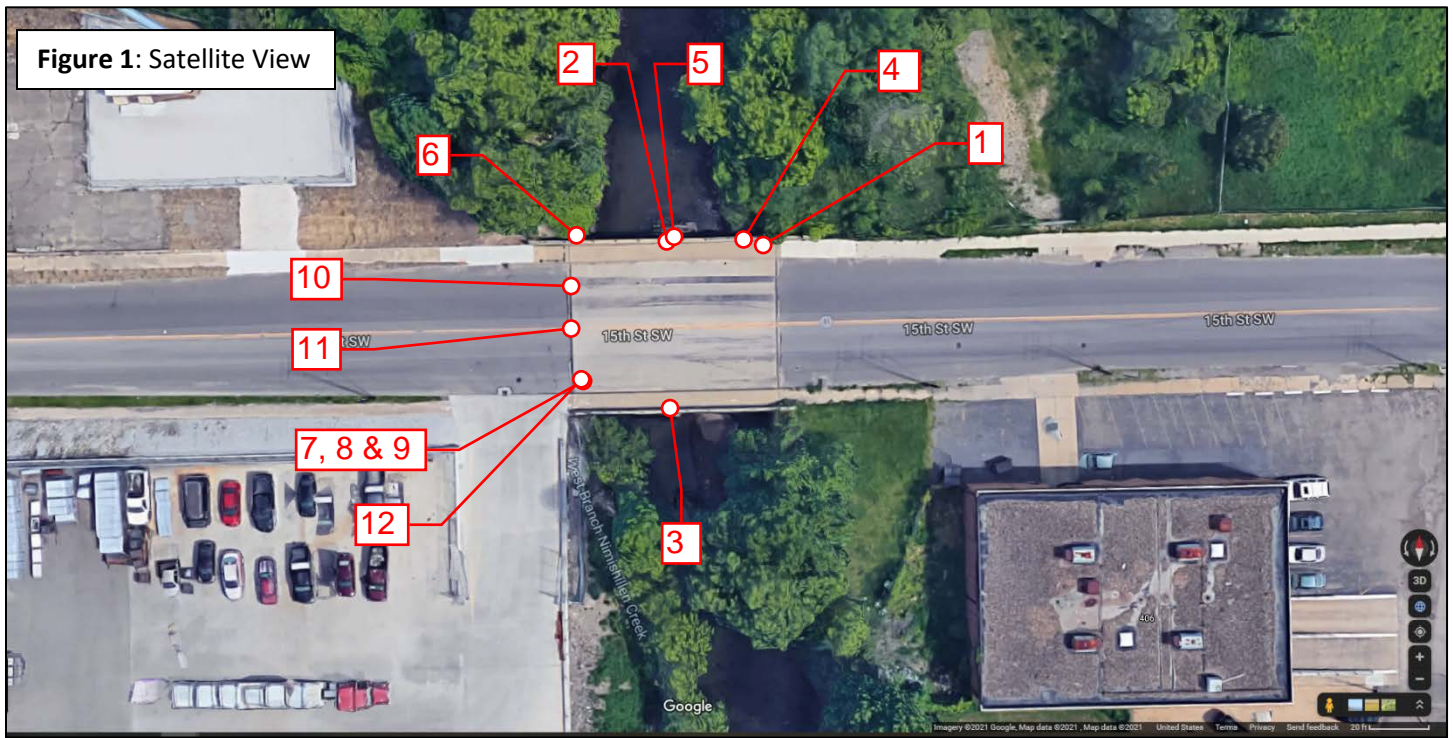
**Examination Date:** June 16, 2021


**Course Location:** Worthington, Ohio

**Certificate Number:** ITNII1997



**APPENDIX B**  
**BULK SAMPLE DIAGRAM**





Lawhon & Associates, Inc.  
ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus  
Cleveland  
Dayton

**Bulk Sample Diagram**

**Inventory Bridge Number:** STA 15\_SW 13500

**Structure File Number:** 7661169

**Date Sampled:** July 8, 2021

**Surveyors:** Matt Geiger, AHES 35832  
Will Arnold, AHES 545305

**Signature:**

*Matt Geiger* *Will Arnold*

Page 1 of 1

1441 King Avenue | Columbus, Ohio 43212 | P: 614.481.8600 | F: 614.481.8610 | www.lawhon-assoc.com

**APPENDIX C**  
**LABORATORY RESULTS AND CHAIN OF CUSTODY**





**The Identification Specialists**

Analysis Report  
prepared for  
Lawhon & Associates, Inc.

**Report Date: 7/13/2021**

**Project Name: STA 15\_SW 13500**

**Project #: 20-0518**

**SanAir ID#: 21034097**



NVLAP LAB CODE 600227-0

11709 Chesterdale Road | Cincinnati, Ohio 45246  
888.895.1177 | 513.438.6006 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number  
**21034097**  
FINAL REPORT  
7/13/2021 10:56:46 AM

**Name:** Lawhon & Associates, Inc.  
**Address:** 1441 King Ave  
Columbus, OH 43212  
**Phone:** 614-481-8600 ext. 142

**Project Number:** 20-0518  
**P.O. Number:**  
**Project Name:** STA 15\_SW 13500  
**Collected Date:** 7/8/2021  
**Received Date:** 7/9/2021 10:30:00 AM

Dear Matt Geiger,

We at SanAir would like to thank you for the work you recently submitted. The 12 sample(s) were received on Friday, July 09, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Daigneault", with a stylized flourish at the end.

Matthew Daigneault  
Asbestos Laboratory Manager  
SanAir Technologies Laboratory

Final Report Includes:  
- Cover Letter  
- Analysis Pages  
- Disclaimers and Additional Information

Sample conditions:  
- 12 samples in Good condition.



SanAir ID Number  
**21034097**  
FINAL REPORT  
7/13/2021 10:56:46 AM

**Name:** Lawhon & Associates, Inc.  
**Address:** 1441 King Ave  
Columbus, OH 43212  
**Phone:** 614-481-8600 ext. 142

**Project Number:** 20-0518  
**P.O. Number:**  
**Project Name:** STA 15\_SW 13500  
**Collected Date:** 7/8/2021  
**Received Date:** 7/9/2021 10:30:00 AM

Analyst: Giglio, Evaristo

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1 / 21034097-001 Parapet Expansion Pad, North Side, East End	Grey Non-Fibrous Homogeneous		100% Other	None Detected
2 / 21034097-002 Parapet Expansion Pad, North Side, Middle	Grey Non-Fibrous Homogeneous		100% Other	None Detected
3 / 21034097-003 Parapet Expansion Pad, South Side, Middle	Grey Non-Fibrous Homogeneous		100% Other	None Detected
4 / 21034097-004 Caulking, North Side, East End	Grey Non-Fibrous Homogeneous		100% Other	< 1% Chrysotile
5 / 21034097-005 Caulking, North Side, Middle	Grey Non-Fibrous Homogeneous		100% Other	< 1% Chrysotile
6 / 21034097-006 Caulking, North Side, West End	Grey Non-Fibrous Homogeneous		100% Other	< 1% Chrysotile
7 / 21034097-007 Pipe Tape, North Side, East End, Below Deck	Silver Non-Fibrous Homogeneous	5% Synthetic	95% Other	None Detected
8 / 21034097-008 Pipe Tape, North Side, East End, Below Deck	Silver Non-Fibrous Homogeneous	5% Synthetic	95% Other	None Detected
9 / 21034097-009 Pipe Tape, North Side, East End, Below Deck	Silver Non-Fibrous Homogeneous	5% Synthetic	95% Other	None Detected
10 / 21034097-010 Paint, North Side, East End, Below Deck	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/13/2021

Date: 7/13/2021



SanAir ID Number  
**21034097**  
FINAL REPORT  
7/13/2021 10:56:46 AM

**Name:** Lawhon & Associates, Inc.  
**Address:** 1441 King Ave  
Columbus, OH 43212  
**Phone:** 614-481-8600 ext. 142

**Project Number:** 20-0518  
**P.O. Number:**  
**Project Name:** STA 15\_SW 13500  
**Collected Date:** 7/8/2021  
**Received Date:** 7/9/2021 10:30:00 AM

Analyst: Giglio, Evaristo

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
11 / 21034097-011 Paint, Middle, East End, Below Deck	Grey Non-Fibrous Homogeneous		100% Other	None Detected
12 / 21034097-012 Paint, South Side, East End, Below Deck	Grey Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 7/13/2021

Date: 7/13/2021

### **Disclaimer**

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Samples are held for a period of 60 days.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications NVLAP lab code 600227-0  
Rhode Island Certification Number: PLM00144





**The Identification Specialists**

Analysis Report  
prepared for  
Lawhon & Associates, Inc.

**Report Date: 7/14/2021**

**Project Name: STA 15\_SW 13500**

**Project #: 20-0518**

**SanAir ID#: 21034680**



NVLAP LAB CODE 600227-0

11709 Chesterdale Road | Cincinnati, Ohio 45246  
888.895.1177 | 513.438.6006 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)





SanAir ID Number

21034680

FINAL REPORT

7/14/2021 3:52:48 PM

**Name:** Lawhon & Associates, Inc.

**Address:** 1441 King Ave

Columbus, OH 43212

**Phone:** 614-481-8600 ext. 142

**Project Number:** 20-0518

**P.O. Number:**

**Project Name:** STA 15\_SW 13500

**Collected Date:** 7/8/2021

**Received Date:** 7/13/2021 10:45:00 AM

Dear Matt Geiger,

We at SanAir would like to thank you for the work you recently submitted. The 3 sample(s) were received on Tuesday, July 13, 2021 via COC further analysis. The final report(s) is enclosed for the following sample(s): 4, 5, 6.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Daigneault", with a stylized flourish at the end.

Matthew Daigneault  
Asbestos Laboratory Manager  
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 3 samples in Good condition.



SanAir ID Number  
**21034680**  
FINAL REPORT  
7/14/2021 3:52:48 PM

**Name:** Lawhon & Associates, Inc.  
**Address:** 1441 King Ave  
Columbus, OH 43212  
**Phone:** 614-481-8600 ext. 142

**Project Number:** 20-0518  
**P.O. Number:**  
**Project Name:** STA 15\_SW 13500  
**Collected Date:** 7/8/2021  
**Received Date:** 7/13/2021 10:45:00 AM

Analyst: Giglio, Evaristo

### Asbestos Bulk EPA PLM NOB EPA 600/R-93/116

SanAir ID / Description	Appearance	% Fibrous	% Non Fibrous	Asbestos Types	% Total Asbestos
21034680-001 / 4 Caulking, North Side, East End	Grey Non-Fibrous Homogeneous		99.7 %	Chrysotile	0.3 %
21034680-002 / 5 Caulking, North Side, Middle	Grey Non-Fibrous Homogeneous		99.7 %	Chrysotile	0.3 %
21034680-003 / 6 Caulking, North Side, West End	Grey Non-Fibrous Homogeneous		99.6 %	Chrysotile	0.4 %

EPA 400 Point Count with Gravimetric Reduction.

Analyst:

Approved Signatory:

Analysis Date: 7/14/2021

Date: 7/14/2021

### **Disclaimer**

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP, AIHA or any other agency of the U.S. government; *and may not be certified by every local, state and federal regulatory agencies.*

VIA:

Date:

Distributor: White - Lab; Yellow - File

United States Department of Commerce  
National Institute of Standards and Technology



---

# Certificate of Accreditation to ISO/IEC 17025:2017

---

NVLAP LAB CODE: 600227-0

**SanAir Technologies Laboratory, Inc.**  
Cincinnati, OH

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

## Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2021-01-01 through 2021-12-31

Effective Dates

A handwritten signature in blue ink, which appears to read "Peter E. Saman".

---

For the National Voluntary Laboratory Accreditation Program

**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**SanAir Technologies Laboratory, Inc.**

11709 Chesterdale Road

Cincinnati, OH 45246

Mr. Matthew Daigneault

Phone: 804-897-1177 Fax: 804-897-0070

Email: [mdaigneault@sanair.com](mailto:mdaigneault@sanair.com)

<https://www.sanair.com/>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 600227-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

**APPENDIX D**  
**OHIO ENVIRONMENTAL PROTECTION AGENCY**  
**NOTICE OF DEMOLITION AND RENOVATION**





# Notification of Demolition and Renovation/Abatement

## Section 1: General Information

Division of Air Pollution Control

Work on projects cannot begin until 10 working days after a COMPLETE original notification form, **including payment**, is submitted to Ohio EPA. Instructions and a worksheet for fee calculation are available at [epa.ohio.gov/asbestos](http://epa.ohio.gov/asbestos). This form can be completed, and payment made, at [ebiz.epa.ohio.gov](http://ebiz.epa.ohio.gov). Questions? [asbestos@epa.ohio.gov](mailto:asbestos@epa.ohio.gov) or (614) 466-0061.

Ohio EPA Use Only	Notification #:	Postmarked: / /	Received: / /	<input type="checkbox"/> Hand-Delivered
-------------------	-----------------	-----------------	---------------	---

### 1) Notification Information (Check all that apply)

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Revision # (count):	<input type="checkbox"/> Installation	<input type="checkbox"/> Emergency	<input type="checkbox"/> Annual	<input type="checkbox"/> Cancellation	County: Stark
--	--	---------------------------------------	------------------------------------	---------------------------------	---------------------------------------	---------------

### 2) Owner, Asbestos Abatement Contractor, Billing and Fire Department Information

Revised? ☐

Owner		
Name: City of Canton Engineer		Is this a company? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address: 2436 30 <sup>th</sup> St NE		Contact Person:
City: Canton	State: Ohio	Zip: 44705
Email:	Phone: (330) 489-3370	Fax:
Asbestos Abatement Contractor (if applicable)		
Name:		License #: AC
Address:		Expiration Date: / /
City:		Contact Person:
State:	Zip: -	
Email:	Phone: ( ) -	Fax: ( ) -
Billing Contact		
Is this contact associated with the <input type="checkbox"/> Owner, <input type="checkbox"/> Asbestos Abatement Contractor, or <input type="checkbox"/> Demolition Contractor (if not installation)?		
Address:		Contact Person:
City:	State:	Zip: -
Email:	Phone: ( ) -	Fax: ( ) -
Fire Department (if applicable)		
Name:		
Address:		Contact Person:
City:	State:	Zip: -
Email:	Phone: ( ) -	Fax: ( ) -

### 3) Ohio Asbestos Hazard Evaluation Specialist and Evaluation Procedure

Revised? ☐

Evaluation Specialist: Matt Geiger	Certification #: ES 35832	Expiration Date: 10 / 14 / 2021
Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of regulated asbestos-containing material (RACM) and Category I and Category II non-friable asbestos-containing material: <input checked="" type="checkbox"/> PLM <input type="checkbox"/> Point Count <input type="checkbox"/> TEM <input type="checkbox"/> Other Method (Explain Below):		

### 4) Procedures to be followed should unexpected RACM be discovered (check all that apply)

Revised? ☐

<input checked="" type="checkbox"/> Stop work and keep wet	<input checked="" type="checkbox"/> Evacuate area	<input checked="" type="checkbox"/> Demarcate area	<input checked="" type="checkbox"/> Contact licensed abatement contractor
<input checked="" type="checkbox"/> Contact district office/local air authority			
<input type="checkbox"/> Other (Explain):			

### 5) Planned Demolition (check all that apply)

Revised? ☐

Describe demolition work to be performed and method(s) to be employed, including demolition techniques to be used:	
<input type="checkbox"/> Implosion <input type="checkbox"/> Fire Training <input type="checkbox"/> Wet Methods <input type="checkbox"/> Manual Demolition <input type="checkbox"/> Mechanical Demolition <input type="checkbox"/> Other (Explain):	
Description of affected facility components (include attachment if necessary):	

Mail completed form and payment to:  
Ohio EPA, DAPC – Asbestos  
50 W. Town St., 7<sup>th</sup> Floor or P.O. Box 1049  
Columbus, OH 43216-1049

# Notification of Demolition and Renovation/Abatement

## Section 1: General Information

Continued

### 6) Asbestos Description and Engineering Controls (if asbestos is being abated)

Revised? ☐

For the material listed in each project, describe the type(s) of ACM to be abated, engineering controls and work practices to be used to minimize emissions and ensure proper waste handling:

Type of ACM to be abated:	<input type="checkbox"/> Surfacing	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Other		
Engineering Controls:	<input type="checkbox"/> Wet Methods	<input type="checkbox"/> Glove Bag	<input type="checkbox"/> NPE	<input type="checkbox"/> AFD	<input type="checkbox"/> Other:
Work Practices:	<input type="checkbox"/> Intact Removal	<input type="checkbox"/> Manual	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Other:	

### 7) Asbestos Waste Transporter (if applicable)

Revised? ☐

Transporter #1 Name:		
Address:		Contact Person:
City:	State:	Zip: -
Email:	Phone: ( ) -	Fax: ( ) -
Transporter #2 Name (if applicable):		
Address:		Contact Person:
City:	State:	Zip: -
Email:	Phone: ( ) -	Fax: ( ) -

### 8) Asbestos Waste Disposal Site (if applicable)

Revised? ☐

Name:		
Address:		Contact Person:
City:	State:	Zip: -
Email:	Phone: ( ) -	Fax: ( ) -

### 9) Emergency Demolition (complete if you checked "Emergency" above and "Demolition" for any project)

Revised? ☐

A copy of the issued order, including the following information, **must be attached** to this notification.

Government Official Issuing Order:	Title:
Agency:	Authority of Order (Citation of Code):
Date of Order: / /	Demolition Date: / /

### 10) Emergency Renovation/Abatement (complete if you checked "Emergency" above and "Renovation/Abatement" for any project)

Revised? ☐

Date of Emergency: / /	Time of Emergency: : <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Description of Sudden, Unexpected Event:	
Explanation of how the event caused unsafe conditions or equipment damage:	

### 11) Attestation

Revised? ☐

In accordance with Ohio Administrative Code rule 3745-20-03(A)(4)(p), I certify that at least one person trained as required by paragraph (B) of rule 3745-20-04 of the Administrative Code will supervise the stripping and removal described by this notification. I acknowledge that the submission of false or misleading statements is prohibited by law and I certify that facts contained in this notification are true, accurate, and complete.

Signature:	Date: / /
Name:	Title:
Organization:	



# Notification of Demolition and Renovation/Abatement

## Section 2: Project Address Specific Information

Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only

Project ID #:

### A. Facility Description

Revised? ☐

Building Name (if applicable): STA 15_SW 13500		Site Location (specific): Over W. Br. Nimishillen	
Address: 40°47'00.02"N 81°23'10.01"W		County: Stark	
City: Canton	State: OH	Zip: 44706 -	
Building Size (square feet): 3,168	No. of Floors:	Age: 40	
Present Use: Bridge		Prior Use:	

### B. Type of Operation (check all that apply)

Revised? ☐

<input type="checkbox"/> Demolition	<input checked="" type="checkbox"/> Renovation/Abatement – Type:	<input type="checkbox"/> Removal	<input type="checkbox"/> Repair	<input type="checkbox"/> Encapsulation	<input type="checkbox"/> Enclosure
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### C. Asbestos Present (check one)

Revised? ☐

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> No, previously abated	Year Abated:
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### D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present)

Revised? ☐

	Material to be Removed			Material NOT to be Removed	
	RACM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material	
		Category I	Category II	Category I	Category II
Pipes (linear feet)					
Surface area on other facility components (ft <sup>2</sup> )					
Volume if length or area cannot be measured (ft <sup>3</sup> )					

### E. Asbestos Abatement Schedule and Abatement Specialist (original notification is required 10 working days prior to the start of work)

Revised? ☐

Setup Date: / /			Abatement Date: / /			Complete Date: / /	
(Shift 1) Time start/end on site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Abatement Specialist Name:	Certification #: AS			Expiration Date: / /			
(Shift 1) Time start/end on site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Abatement Specialist Name:	Certification #: AS			Expiration Date: / /			

### F. Demolition Contractor (if applicable)

Revised? ☐

Name:		
Address:		Contact Person:
City:	State:	Zip: -
Email:	Phone: ( ) -	Fax: ( ) -

### G. Demolition Schedule (original notification is required 10 working days prior to the start of work)

Revised? ☐

Start Date: / /	Complete Date: / /
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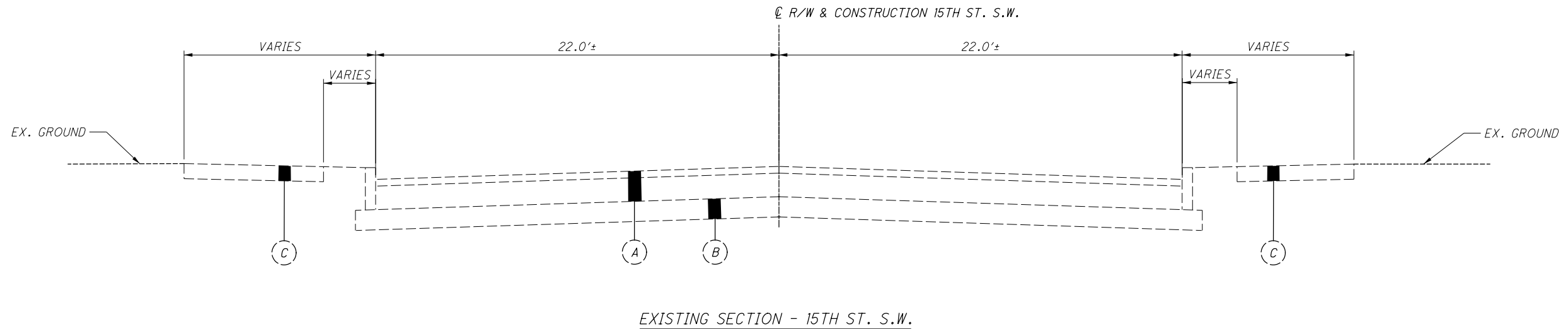
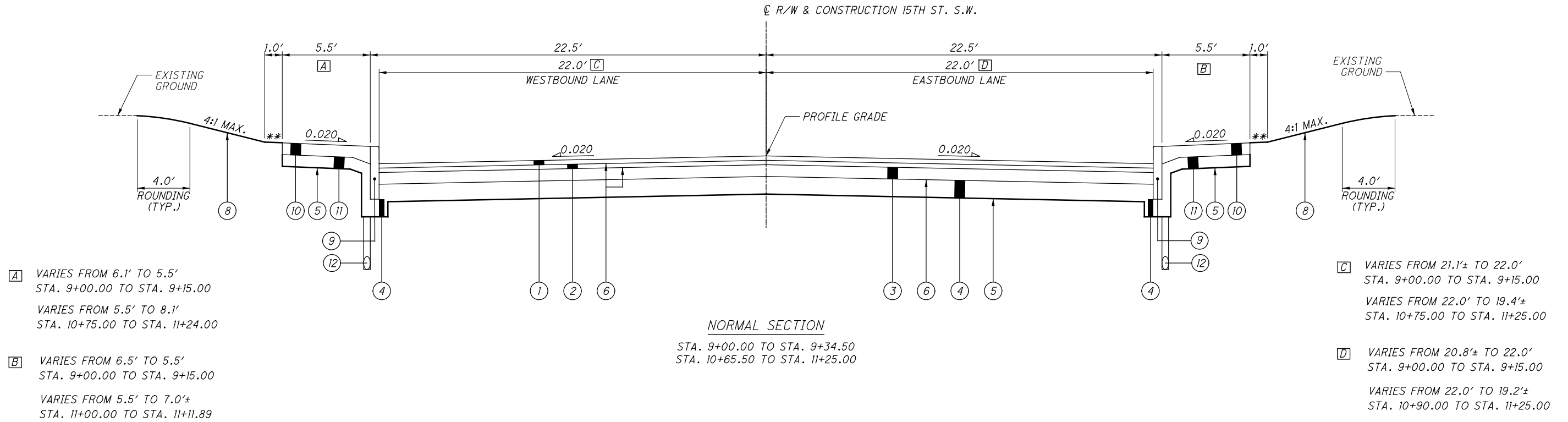
### H. Project Hold

Revised? ☐

Hold Begin Date: / /	Work Resume Date: / /
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\*\* = 0.020

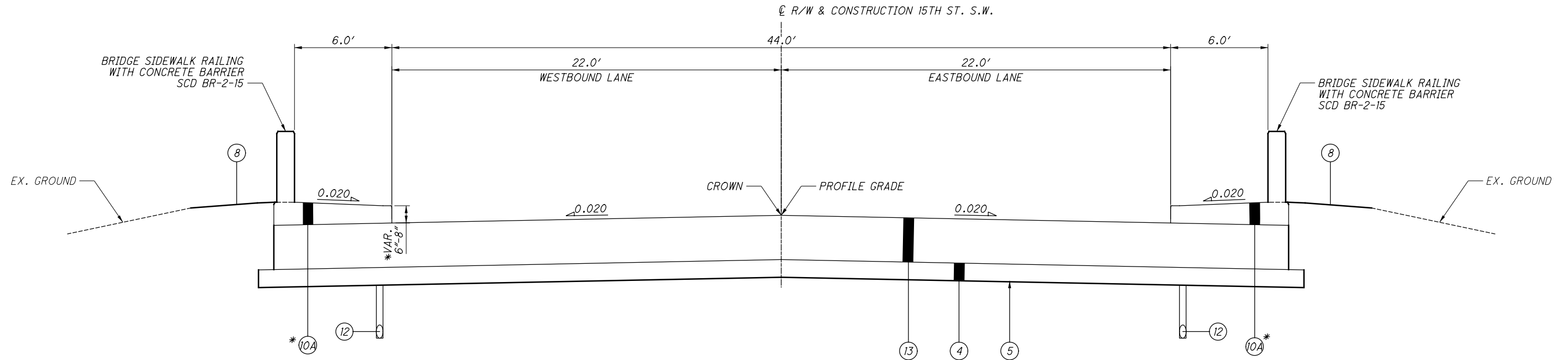


LEGEND

- |  |   |                               |
|--|---|-------------------------------|
| (1) ITEM 441 - 1½" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 | (8) ITEM 659 - 4" TOPSOIL / SEED / MULCH CLASS 1 LAWN MIX                             | (A) EXISTING ASPHALT PAVEMENT |
| (2) ITEM 441 - 1½" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)     | (9) ITEM 609 - CONCRETE CURB - CITY STD. 29   | (B) EXISTING AGGREGATE BASE   |
| (3) ITEM 301 - 4" ASPHALT CONCRETE BASE, PG64-22                           | (10) ITEM 608 - 5" CONCRETE WALK  | (C) EXISTING CONC. WALK       |
| (4) ITEM 304 - 6" AGGREGATE BASE   | (10A) CONCRETE WALK ON APPROACH SLABS AND BRIDGE (THICKNESS VARIES, SEE BRIDGE PLANS) |                               |
| (5) ITEM 204 - SUBGRADE COMPACTION   | (11) ITEM 304 - 4" AGGREGATE BASE   |                               |
| (6) ITEM 407 - TACK COAT   | (12) ITEM 605 - 6" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC                       |                               |
|  | (13) ITEM 526 - REINFORCED CONCRETE APPROACH SLABS (T=15")                            |                               |

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SEE  $\frac{2}{53}$  FOR LEGEND.



\* SEE BRIDGE PLANS FOR SIDEWALK AND CURB DETAILS AT THE APPROACH SLABS.

APPROACH SLAB SECTION  
STA. 9+34.50 TO STA. 9+64.50  
STA. 10+35.50 TO STA. 10+65.50



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ROUNDING

THE ROUNDING AT SLOPE BREAKPOINTS SHOWN ON THE TYPICAL SECTIONS APPLIES TO ALL CROSS-SECTIONS, EVEN THOUGH OTHERWISE SHOWN.

UTILITIES

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

ELECTRIC	WATER
AMERICAN ELECTRIC POWER 700 MORRISON RD GAHANNA, OH 43230 BRENT GATES 614-883-6802	CITY OF CANTON WATER DEPARTMENT 2664 HARRISBURG RD NE CANTON, OH 44708 ATTN: BRENT BURRIER 330-438-6569
GAS	
DOMINION ENERGY OHIO ATTN: 2ND FLOOR RELOCATION DESIGN 320 SPRINGSIDE DR, SUITE 320 AKRON, OH 44333 RELOCATION@DOMINIONENERGY.COM PH: 330-664-2638 FAX: 888-504-0126	
SANITARY & STORM SEWER	

CANTON CITY ENGINEER'S OFFICE  
2436-30TH STREET NE  
CANTON, OH 44705  
ATTN: JAMES BENEKOS  
330-489-3381

THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS AS REQUIRED BY SECTION 153.64 O.R.C.

SURVEYING PARAMETERS

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING ON ODOT PROJECTS. SEE SHEET 6. OF THE PLANS FOR A TABLE CONTAINING PROJECT CONTROL INFORMATION.

USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITIONING, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL	
POSITIONING METHOD:	ODOT VRS
MONUMENT TYPE:	
VERTICAL POSITIONING	
ORTHOMETRIC HEIGHT DATUM:	NAVD88
GEOID:	G12B
HORIZONTAL POSITIONING	
REFERENCE FRAME:	NAD83 (2011)
ELLIPSOID:	GRS80
MAP PROJECTION:	LAMBERT CONFORMAL CONIC
COORDINATE SYSTEM:	OHIO STATE PLANE, NORTH (3401)
COMBINED SCALE FACTOR:	0.99990812
ORIGIN OF COORDINATE SYSTEM:	0,0

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH CMS 623.

UNITS ARE IN U.S. SURVEY FEET.

CLEARING AND GRUBBING

ALTHOUGH THERE ARE NO TREES OR STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE LIMITS OF THE PROJECT, A LUMP SUM QUANTITY IS INCLUDED IN THE GENERAL SUMMARY FOR ITEM 201, CLEARING AND GRUBBING. ALL PROVISIONS AS SET FORTH IN THE SPECIFICATIONS UNDER THIS ITEM ARE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 201, CLEARING AND GRUBBING.

SEEDING AND MULCHING

THE FOLLOWING QUANTITIES ARE PROVIDED TO PROMOTE GROWTH AND CARE OF PERMANENT SEEDED AREAS:

659, TOPSOIL	12 CU. YD.
659, SEEDING AND MULCHING	108 SQ. YD.
659, COMMERCIAL FERTILIZER	0.02 TON
659, LIME	0.02 ACRES
659, WATER	1 M. GAL.

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL BETWEEN THE RIGHT-OF-WAY LINES, AND WITHIN THE CONSTRUCTION LIMITS FOR AREAS OUTSIDE THE RIGHT-OF-WAY LINES COVERED BY WORK AGREEMENT OR SLOPE EASEMENT. QUANTITY CALCULATIONS FOR SEEDING AND MULCHING ARE BASED ON THESE LIMITS.

PRECONSTRUCTION INCIDENTALS

(A) ADMINISTRATIVE REQUIREMENTS:

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

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

(B) 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.

(C) 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.

(D) 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.

(E) 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 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 2/12/2020]

CONSTRUCTION INCIDENTALS

(A) PLAN DISCREPANCIES:

ANY DISCREPANCIES FROM THE PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER SO THAT THE APPROPRIATE ADJUSTMENTS IN ALIGNMENT AND/OR GRADE MAY BE MADE PRIOR TO THE START OF CONSTRUCTION OR THE CONTINUATION OF THE SAME. FAILURE BY THE CONTRACTOR TO VERIFY AND/OR DETERMINE EXISTING INFORMATION AS INDICATED WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR ANY CHANGES NECESSARY TO COMPLETE THE WORK SPECIFIED WITHOUT ADDITIONAL COMPENSATION.

(B) VERIFICATION OF UNDERGROUND UTILITIES:

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

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

(C) PROTECTION OF UTILITIES:

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

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

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

(D) MAINTENANCE OF UTILITY SERVICES:

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

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

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

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



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(E) CONSTRUCTION NOISE:

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

(F) OPEN TRENCH CONSTRUCTION:

THE 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.

(G) TRENCH CLOSING AND TEMPORARY TOPPING:

THE DEVELOPER/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.

(H) DUST CONTROL:

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

(I) 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 DEVELOPER/CONTRACTOR, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS. NO PUBLIC ROADWAY SHALL BE DISTURBED WITHOUT PRIOR WRITTEN APPROVAL FROM THE GOVERNING AGENCY AND ACQUISITION OF NECESSARY PERMITS.

(J) 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.

(K) PLUG EXISTING CONDUIT:

THIS ITEM SHALL CONSIST OF THE CONSTRUCTION OF BULKHEADS IN AN EXISTING CONDUIT TO BE ABANDONED.

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

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

(L) 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.

(M) 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.

(N) 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.

(O) FIELD OFFICE:

IF A PAY ITEM IS PROVIDED, THE CONTRACTOR SHALL PROVIDE A FIELD OFFICE IN ACCORDANCE WITH ODOT 619. THE FIELD OFFICE SHALL BE TYPE ‘B’, AS MENTIONED IN THE PLANS.

EARTHWORK / SITE WORK

(A) 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.

(B) SUITABILITY OF SITE:

THE CITY OF CANTON SHALL NOT BE RESPONSIBLE FOR THE TYPE AND/OR SUITABILITY OF THE MATERIAL UNDERLYING THE PROJECT SITE. THE 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.

(C) 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.

ROADWAY / DRIVE APPROACHES / WALK / CURB

(A) PAVEMENT STANDARDS:

PAVEMENTS SHALL BE CONSTRUCTED ACCORDING TO APPLICABLE CITY AND/OR ODOT STANDARD DRAWINGS AND SPECIFICATIONS EFFECTIVE AT THE TIME OF CONSTRUCTION, UNLESS SPECIFIED OTHERWISE ON THE PLANS.

(B) RESTRICTED WORK SCHEDULE:

NO CONCRETE FINISH WORK OR PERMANENT ASPHALT SHALL BE PLACED FROM NOVEMBER 15TH TO APRIL 15TH UNLESS WRITTEN APPROVAL IS GRANTED BY THE CITY ENGINEER.

(C) ASPHALT/CONCRETE:

IT SHALL BE THE RESPONSIBILITY OF THE 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.

SANITARY SEWERS / STORM SEWERS

STANDARD DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS

CITY OF CANTON

NO. 10 - PRECAST STORM OR SANITARY MANHOLE (2/26/2021)  
NO. 12 - MANHOLE COVER (2/26/2021)  
NO. 13 - MANHOLE ADJUSTMENTS (2/26/2021)

SUPPLEMENTAL SPECIFICATIONS (SS):

ODOT

SS 800 - REVISIONS TO THE 2019 CONSTRUCTION & MATERIALS SPECIFICATIONS (JUL 21, 2023)  
SS 902 - CONDUIT INSPECTION EQUIPEMENT (7/19/2019)  
SS 1015 - COMPACTION TESTING OF UNBOUND MATERIALS (JAN 21, 2022)

CITY OF CANTON

SS 01-00: PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS FOR ALL PUBLIC WORK PROJECTS AND SUBDIVISIONS DEVELOPEMENTS (5/12/2020)

SS 03-00: TESTING PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED, NON-PRESSURE, THERMOPLASTIC SEWER PIPE (7/18/2008)

SS 04-01: STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE TEST (4/2001)

STORM WATER POLLUTION PREVENTION:

(A) 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 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. 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 CONTRACTOR SHALL ABIDE BY ALL ORDERS ISSUED BY THE CITY PURSUANT TO INSPECTION OF THE PROJECT SITE.

TRAFFIC

(A) MAINTAINING TRAFFIC:

THE CONTRACTOR SHALL MAINTAIN TRAFFIC ADJACENT TO THE PROJECT AS SHOWN IN THE PLANS, 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.

THE 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.

(B) RESIDENTIAL AND BUSINESS AREAS:

THE CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL 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.

(C) TRAFFIC CONTROL SIGNS:

ALL 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.

POST CONSTRUCTION INCIDENTALS

(A) AS-BUILT DRAWINGS:

AS-BUILT REPRODUCIBLE DRAWINGS IN PDF FORMAT SHALL BE PROVIDED TO THE CITY OF CANTON BY THE CONTRACTOR AT THE COMPLETION OF THE PROJECT. AS-BUILT INFORMATION SHALL CONSIST OF POST-CONSTRUCTION FIELD SURVEY DATA OF THE LOCATION, FLOWLINE ELEVATIONS, AND TOP-OF-GRATE/RIM ELEVATIONS FOR ALL STORM AND SANITARY STRUCTURES CONSTRUCTED AND/OR IMPACTED BY THE PROJECT.

(B) PROPOSED MONUMENTATION:

THE CONTRACTOR’S SURVEYOR SHALL NOTIFY THE CITY ENGINEER IN WRITING UPON THE COMPLETION OF MONUMENTS BEING SET AS PER PLAN OR RECORD PLAT.

**NOTICE - THE CONTRACTOR MUST ABIDE BY THE TERMS AND CONDITIONS OF THE OHIO DEPT OF TRANSPORTATION (ODOT) PERMIT AND NORFOLK SOUTHERN (NS) LEASE AGREEMENT WHEN PERFORMING WORK ON THE ODOT AND/OR NS PROPERTY. SEE APPENDIX E OF THE BIDBOOK (INVITATION TO BID) FOR COPIES OF THE AGREEMENTS.**

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DOMINION ENERGY

IT IS THE CONTRACTOR’S RESPONSIBILITY TO MAINTAIN THE LATERAL AND SUBJACENT SUPPORT OF DOMINION ENERGY’S PIPELINE(S), IN COMPLIANCE TO 29 CFR, PART 1926, SUBPART P, (SAFE EXCAVATION & SHORING). ONE- FOOT MINIMUM VERTICAL AND HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN DOMINION ENERGY OHIO’S (DEO) EXISTING PIPELINE(S) AND ALL OTHER IMPROVEMENTS. EXTREME CARE SHOULD BE TAKEN NOT TO HARM ANY DEO FACILITY (PIPELINES, ETC.) OR APPURTENANCE (PIPE COATING, TRACER WIRE, CATHODIC PROTECTION TEST STATION WIRES & DEVICES, VALVE BOXES, ETC.) DEO FACILITIES MUST BE PROTECTED WITH A TARP DURING BRIDGE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE AND LIABLE FOR ENSURING THAT ALL DEO EXISTING FACILITIES, ABOVE AND BELOW GROUND, REMAIN UNDAMAGED, ACCESSIBLE AND IN WORKING ORDER. THE CROSSING OF DEO’S PIPELINE WITH ANOTHER STEEL FACILITY MAY CREATE A POTENTIAL CORROSION ISSUE FOR THE PROPOSED FACILITY AND THE EXISTING DEO FACILITY. PLEASE CONTACT DOMINION ENERGY OHIO’S CORROSION DEPARTMENT: DAVE CUTLIP (330-266-2121), RICK MCDONALD (330-266-2122), OR AL HUMRICHOUSER (330-478-3757).

IN-WATER WORK RESTRICTION DATES

NO IN-STREAM WORK SHALL BE PERFORMED WITHIN THE WEST BRANCH OF NIMISHILLEN CREEK FROM APRIL 15TH THROUGH JUNE 30TH. IN-STREAM WORK IS DEFINED AS THE PLACEMENT AND/OR REMOVAL OF FILL MATERIALS (TEMPORARY OR PERMANENT) BELOW ORDINARY HIGH WATER OF THE CREEK. EXAMPLES OF “FILL” INCLUDE, BUT ARE NOT LIMITED TO: BRIDGE PIERS, ABUTMENTS, CULVERTS, ROCK CHANNEL PROTECTION, SCOUR PROTECTION, AND TEMPORARY ACCESS FILLS. FILLS PLACED WITHIN THE WEST BRANCH OF NIMISHILLEN CREEK CAN CONTINUE TO BE WORKED FROM/DURING THE WORK RESTRICTION DATES, BUT CANNOT BE EXPANDED, REMOVED, OR OTHERWISE MODIFIED (BELOW ORDINARY HIGH WATER) UNTIL ONCE AGAIN OUTSIDE OF THE WORK RESTRICTION DATES.

ENVIRONMENTAL NOTE

THE CITY OF CANTON MUST HIRE A STATE PERMITTED MALACOLOGIST TO COMPLETE A MUSSEL SALVAGE AND RELOCATION IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE OHIO MUSSEL SURVEY PROTOCOL PRIOR TO THE INITIATION OF CONSTRUCTION ACTIVITIES BELOW THE ORDINARY HIGH WATER MARK OF WEST BRANCH NIMISHILLEN CREEK.

THE MUSSEL SURVEY MUST OCCUR AFTER MAY 1 AND BEFORE OCTOBER 1 EITHER WITHIN THE SAME SEASON AS THE INSTREAM WORK OR THE SEASON PRIOR TO THE INSTREAM WORK. SUBMIT THE RESULTS OF THE MUSSEL SURVEY, SALVAGE WORK, OR BOTH TO THE OHIO DEPARTMENT OF NATURAL RESOURCES. OBTAIN APPROVAL FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES PRIOR TO PERFORMING WORK BELOW THE ORDINARY HIGH WATER MARK (OHWM) OF WEST BRANCH NIMISHILLEN CREEK.

CENTERLINE REFERENCE – GROUND COORDINATES					
STATION	OFFSET	STREET	NORTHING	EASTING	DESCRIPTION
2+24.16	0.00	15TH ST	408807.4254	2276421.4040	POT
16+00.00	0.00	15TH ST	408855.9529	2277796.3879	POT

ENVIRONMENTAL WORK

BASED ON HISTORIC LAND USAGE, REGULATED MATERIALS REVIEW (RMR) INVESTIGATION AND EXCAVATION NEEDED TO CONSTRUCT THE PROJECT, THE CONTRACTOR MAY ENCOUNTER REGULATED MATERIALS DURING EXCAVATION FOR CONSTRUCTION ACTIVITIES ON TWO SITES:

1. RM-001 (NORTHWEST QUADRANT OF BRIDGE) - STARK COUNTY PARCEL NO. 239159
2. RM-007 (NORTHWEST QUADRANT OF BRIDGE) - STARK COUNTY PARCELS 281881, 281882, 281911, 283262, & 283263

ANY SOIL EXCAVATED AT THE ABOVE-MENTIONED LOCATIONS SHALL BE REUSED AND/OR WASTED ON THE SAME PROPERTY LOCATION/SITE, AS DIRECTED BY THE PROJECT ENGINEER. ANY EXCAVATED SOIL, WHICH CANNOT BE REUSED ON SITE, SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR IN AN APPROPRIATE LANDFILL FACILITY. IF LANDFILL DISPOSAL IS REQUIRED, THE CONTRACTOR SHALL COMPLETE ALL MANIFEST(S) FOR MATERIAL TO BE TRANSPORTED AND PROVIDE TO THE PROJECT ENGINEER FOR SIGNATURE. THE CONTRACTOR SHALL CONTACT THE LANDFILL DISPOSAL FACILITY TO DETERMINE IF ANY ADDITIONAL TESTING IS REQUIRED FOR DISPOSAL. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL SAMPLING AND ANALYSIS OF THE MATERIAL AS REQUIRED BY THE DISPOSAL FACILITY. THE CONTRACTOR SHALL OBTAIN ALL SIGNATURES ON THE MANIFEST FOR TRANSPORTING AND DISPOSAL OF THE MATERIAL AND PROVIDE A FINAL COPY TO THE PROJECT ENGINEER.

A COPY OF THE REGULATED MATERIALS REVIEW (RMR) INVESTIGATION REPORT IS AVAILABLE ON ODOT’S ENVIRONET WEBSITE.

ENDANGERED SPECIES HABITAT

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

PROJECT CONTROL INFORMATION

POINT	NORTH	EAST	ELEV.	DESCRIPTION	STATION	OFFSET	NORTH (m)	EAST (m)	ELEV (m)
RE01	408813.628	2276597.135	N/A	CALPT	4+00.00	0.00	124595.1940	693844.4383	N/A
RE02	408855.953	2277796.388	N/A	CALPT	16+00.00	0.00	124608.0936	694209.9377	N/A
GP1	408855.225	2277038.354	1016.23	MAG	8+42.41	-26.01	124607.8718	693978.9097	309.748
MN6	408859.566	2277126.148	1015.65	MAGS	9+30.30	-27.25	124609.1948	694005.6669	309.571
MN5	408859.604	2277188.387	1015.94	DRILLHS	9+92.51	-25.09	124609.2064	694024.6357	309.659
MN4	408809.712	2277201.325	1015.64	DRILLHS	10+03.68	25.22	124594.0007	694028.5788	309.568
MN12	408791.514	2277209.079	1006.01	IPINS-5/8_FOK	10+10.78	43.68	124588.4544	694030.9420	306.632
MN9	408740.587	2277229.141	1005.95	IPINS-5/8_FOK	10+29.04	95.29	124572.9333	694037.0564	306.614
GP2	408861.631	2277273.269	1014.22	MAGS	10+77.41	-24.13	124609.8242	694050.5054	309.135
GP3	408865.640	2277429.310	1015.04	IPINS-5/8_FOK	12+33.49	-22.63	124611.0460	694098.0624	309.385
SVT316	408809.309	2277096.810	1016.42	BM-1_MAGS-N/S-TPP	8+99.21	21.94	124593.8779	693996.7255	309.805
SVT724	408864.311	2277438.418	1016.88	BM-2_AFH_N-SIDE_15TH	12+42.55	-20.98	124610.6410	694100.8383	309.946
MN55	408838.142	2276396.886	N/A	IPIN-5/8-BENT	N/A	N/A	124602.6654	693783.4079	N/A
MN54	408845.002	2276635.543	N/A	IPID-5/8-CAMPBELL	4+39.49	-30.00	124604.7560	693856.1440	N/A
MN56	408848.493	2276741.036	N/A	IPIN-3/4-4DIA.CONC	5+45.04	-29.77	124605.8201	693888.2954	N/A
MN52	408937.109	2276996.575	N/A	IPIN-5/8	8+03.55	-109.32	124632.8278	693966.1766	N/A
MN53	408877.318	2276998.698	N/A	IPIN-5/8-BENT	8+03.56	-49.49	124614.6050	693966.8237	N/A
MN51	408917.278	2277087.205	N/A	IPIN-5/8-BENT	8+93.42	-86.30	124626.7838	693993.7982	N/A
MN50	408880.654	2277088.524	N/A	IPIN-5/8-SL.BENT	8+93.45	-49.65	124615.6217	693994.2002	N/A
MN57	408815.746	2277507.720	N/A	IPIN-5/8-SL.BENT	13+10.09	30.00	124595.8397	694121.9596	N/A

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SANITARY SEWERS / STORM SEWERS

SANITARY SEWER AND DRAINAGE STRUCTURE GENERAL NOTES:

ALL SANITARY SEWER CONDUIT AND SANITARY MANHOLES SHALL BE CONSTRUCTED ACCORDING TO ODOT 611 WITH THE FOLLOWING AS PER PLAN MODIFICATIONS, AS APPLICABLE. ALL COSTS ASSOCIATED WITH THE FOLLOWING AS PER PLAN MODIFICATIONS SHALL BE INCLUDED IN THE APPLICABLE CONDUIT OR DRAINAGE STRUCTURE PAY ITEM UNLESS A SEPARATE PAY ITEM IS DESCRIBED AND PROVIDED.

UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER OR SHOWN IN THE PLANS, THE ONLY ACCEPTABLE PIPE MATERIALS ARE AS FOLLOWS:

1. POLYVINYL CHLORIDE (PVC) SOLID WALL PIPE (707.45)

THE FOLLOWING PIPE MATERIALS SHALL ONLY BE UTILIZED WHEN APPROVED BY THE CITY ENGINEER OR SPECIFICALLY CALLED FOR IN THE PLANS.

1. DUCTILE IRON PIPE SANITARY (748.01) WITH THE CLASSIFICATION NOTED ON THE PLANS AND THE FOLLOWING REQUIREMENTS / MODIFICATIONS:
- A. LINING FOR ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE POLYAMINE CERAMIC EPOXY.
- B. ALL DUCTILE IRON PIPE SHALL HAVE AN ASPHALTIC EXTERIOR COATING APPLIED AT THE POINT OF MANUFACTURE.
- C. ALL DUCTILE IRON PIPE, INCLUDING FITTINGS AND APPARATUS BURIED UNDERGROUND, SHALL BE ENCASED WITH 8 MIL. POLYETHYLENE FILM CONFORMING TO ODOT 748.07.
2. POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO AWWA C900 (748.02)
- A. MINIMUM PRESSURE CLASS 165 PSI (DR 25)

PIPE MATERIALS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS, AS APPLICABLE:

MATERIAL	SIZE	PIPE MATERIAL SPECIFICATION	JOINT SPECIFICATION	BEDDING CLASSIFICATION/ INSTALLATION SPECIFICATION
PVC	4"-15"	ASTM D3034	ASTM D3212	ASTM D2321
PVC	4"-36"	AWWA C900	ASTM D3139	ASTM D2321
DUCTILE IRON	4"-64"	ASTM A746	AWWA C111	AWWA C600

PIPES ONE SIZE LARGER THAN THE SPECIFIED CONDUIT TYPE SHALL ONLY BE USED WITH THE APPROVAL OF THE CITY ENGINEER.

AN INSTALLATION PLAN IS NOT REQUIRED FOR THIS PROJECT. HOWEVER, MATERIALS USED FOR TRENCH BEDDING AN BACKFILL SHALL CONFORM TO THE FOLLOWING CITY OF CANTON SPECIFICATIONS FOR ALLOWABLE BEDDING AND BACKFILL IN SANITARY SEWER TRENCHES:

BEDDING AND STRUCTURAL BACKFILL - FURNISH MATERIALS CONFORMING TO:

ODOT 703.11 TYPE 3 (AKA AASHTO M43 SIZE NO 57 OR 67) EXCEPT NO SAND, AIR- COOLED BLAST FURNACE SLAG, OR RECYCLED PORTLAND CEMENT CONCRETE ALLOWED.

FINAL BACKFILL - FURNISH MATERIALS CONFORMING TO:

GRANULAR STRUCTURAL BACKFILL 703.11, TYPE 2 ONLY WITH THE FOLLOWING MODIFICATIONS: CRUSHED CARBONATE STONE OR GRAVEL ONLY EXCEPT NO SAND, AIR-COOLED BLAST FURNACE SLAG, OR RECYCLED PORTLAND CEMENT CONCRETE ALLOWED; OR

ITEM 304 703.17 WITH THE FOLLOWING MODIFICATIONS: CRUSHED CARBONATE STONE OR CRUSHED GRAVEL ONLY EXCEPT NO CRUSHED AIR-COOLED BLAST FURNACE SLAG OR STEEL SLAG ALLOWED; OR

FINAL BACKFILL - FURNISH MATERIALS CONFORMING TO (CONTINUED):

ITEM 411 703.18 AS APPLICABLE TO ITEM 411 WITH THE FOLLOWING MODIFICATIONS: CRUSHED CARBONATE STONE OR GRAVEL ONLY EXCEPT NO AIR COOLED BLAST FURNACE SLAG, GRANULATED SLAG, OPEN HEARTH SLAG, BASIC OXYGEN FURNACE SLAG, ELECTRIC ARC FURNACE SLAG, RECYCLED PORTLAND CEMENT CONCRETE, OR RECLAIMED ASPHALT PAVEMENT ALLOWED; OR

ITEM 613 LOW STRENGTH MORTAR BACKFILL ALLOWABLE ONLY UNDER SPECIAL CIRCUMSTANCES AS APPROVED BY THE CITY ENGINEER.

FINAL BACKFILL COMPACTION DENSITY SHALL BE A MINIMUM OF 98%.

BACKFILL MATERIAL WITHIN FOUR (4) FEET OF THE FINISHED SURFACE SHALL BE FREE OF SAND, RECYCLED PORTLAND CEMENT CONCRETE, OR SLAG OF ANY FORM.

CONDUIT INCLUDES GRAVITY SANITARY SEWER MAINS AND SANITARY LATERALS. SANITARY CONDUITS SHALL BE CLASSIFIED AS TYPE B AND TYPE C ONLY.

CENTER PIPE, MANHOLES, AND OTHER STRUCTURES HORIZONTALLY WITHIN THE BEDDING AREA.

MINIMUM BEDDING AND STRUCTURAL BACKFILL WIDTHS AND CORRESPONDING DEPTH BELOW / HEIGHT ABOVE THE PIPE SHALL BE AS STATED IN THE FOLLOWING TABLE:

CONDUIT TYPE	MIN. WIDTH	MAX. WIDTH	BEDDING DEPTH BELOW BOTTOM OF PIPE	STRUCTURAL BACKFILL HEIGHT ABOVE TOP OF PIPE
FLEXIBLE CONDUIT*	PIPE I.D.X1.25+1'-0"	PIPE O.D.+2'-0"	6"	12"

\* FLEXIBLE CONDUIT PER TYPE B AND/OR TYPE C AS APPLICABLE IN 611.02.B.

THE DIMENSIONS NOTED ABOVE SHALL PROVIDE THE BASIS FOR MINIMUM AND MAXIMUM PAY LIMITS WHEN APPLICABLE, HOWEVER, BEDDING AND STRUCTURAL BACKFILL MATERIAL SHALL EXTEND THE FULL WIDTH OF THE EXCAVATED TRENCH REGARDLESS OF THE MAXIMUM WIDTHS NOTED ABOVE. ADDITIONAL WIDTH OF BEDDED MATERIAL SHALL BE INCLUDED IN THE COST OF THE APPLICABLE 611 CONDUIT PAY ITEM.

WHERE WATER IS ENCOUNTERED IN THE TRENCH, REMOVE IT DURING PIPE-LAYING OPERATIONS AND MAINTAIN THE TRENCH WATER FREE UNTIL THE ENDS OF THE PIPE ARE SEALED AND PROVISIONS ARE MADE TO PREVENT FLOATING OF THE PIPE. DO NOT ALLOW TRENCH WATER OR OTHER DELETERIOUS MATERIALS TO ENTER THE PIPE AT ANY TIME. ALL WATER REMOVED FROM THE TRENCH SHALL BE PUMPED THROUGH A SILT BAG PRIOR TO DISCHARGE TO A STORM SEWER CONVEYANCE SYSTEM. WATER REMOVED FROM THE TRENCH SHALL NOT DISCHARGE TO THE SANITARY SEWER. ALL ASSOCIATED COSTS ARE TO BE INCLUDED IN THE UNIT PRICE COST OF THE CONDUIT AND / OR STRUCTURE.

AS NOTED, CONTRACTOR IS REQUIRED TO MAINTAIN FLOWS AND DRAINAGE AT ALL TIMES. REFER TO ADDITIONAL SANITARY SEWER BYPASS PUMPING REQUIREMENTS UNDER ITEM 690 SPECIAL, IF APPLICABLE.

UNLESS NOTED OTHERWISE IN THE PLANS, WHEN JOINING CONDUITS OF DIFFERING MATERIALS, PROVIDE RESILIENT, DURABLE, AND FLEXIBLE COUPLERS WITH STAINLESS STEEL SHIELDS AND CLAMPS WHICH ARE MANUFACTURED SPECIFICALLY FOR THE PIPE MATERIALS AND SIZES BEING JOINED. ACCEPTABLE PRODUCTS INCLUDE FERNCO STRONG BACK RC SERIES, FERNCO 5000 RC SERIES, OR APPROVED EQUAL.

ALL NEW SANITARY MANHOLES SHALL BE REINFORCED PRECAST CONCRETE PER ASTM C- 478 WITH JOINT SPECIFICATIONS PER ASTM C-443. FOLLOW ODOT STANDARD CONSTRUCTION DRAWING MH-3 WITH MODIFICATIONS AS NOTED IN CITY OF CANTON STANDARD DRAWING NO. 10, UNLESS NOTED OTHERWISE IN THE PLANS. PRECAST CONCRETE SUPPLIERS SHALL BE APPROVED BY THE CITY ENGINEER.

RECONSTRUCTION OF EXISTING SANITARY MANHOLES OR STRUCTURES SHALL FOLLOW CITY OF CANTON STANDARD DRAWINGS FOR MANHOLES, MANHOLE COVERS, MANHOLE ADJUSTMENTS, OR OTHER CITY OF CANTON STANDARDS, UNLESS NOTED OTHERWISE IN THE PLANS OR AS DIRECTED BY THE CITY ENGINEER.

PROVIDE REMOTE INSPECTIONS FOR ALL NEW SANITARY SEWER MAINS. IF DEBRIS HAS TO BE REMOVED IN ACCORDANCE WITH 107.19, THE CITY OF CANTON MAY REQUIRE, AT THE CITY'S SOLE DISCRETION, ANOTHER REMOTE INSPECTION AT NO ADDITIONAL COST TO THE CITY OF CANTON.

ALL FLEXIBLE CONDUITS SHALL BE DEFLECTION TESTED. NO PIPE SHALL EXCEED A DEFLECTION OF 5%. PERFORM A MANDREL TEST UTILIZING EQUIPMENT ACCORDING TO ODOT SS 902.03 AND CRAWLER MOUNTED CAMERA ONLY UTILIZING EQUIPMENT ACCORDING TO ODOT SS 902.01 WITH CRACK AND DEFECT MEASURING CAPABILITIES ACCORDING TO ODOT SS 902.02 C. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES. CRAWLER MOUNTED CAMERA WITH LASER PROFILING IN LIEU OF MANDREL TESTS AND CRAWLER MOUNTED CAMERA INSPECTION SHALL ONLY BE PERFORMED WITH THE APPROVAL OF THE CANTON CITY ENGINEER.

THE FOLLOWING MODIFICATIONS SHALL APPLY TO SS902.03:

TABLE 902.03 - SUMMARY OF MANDREL EFFECTIVE DIAMETER SIZES SHALL BE BASED ON 5% DEFLECTION. THE TABLE SHALL BE ADJUSTED ACCORDINGLY BASED ON THE AVERAGE INSIDE DIAMETER OF THE PIPE BEING TESTED AND AS APPROVED BY THE CANTON CITY ENGINEER.

PLASTIC CONDUIT REPLACE THE LAST TWO LISTED REQUIREMENTS IN TABLE 611.13 WITH THE FOLLOWING:

REPAIR OR REPLACE CONDUIT IF PERFORMANCE INSPECTION PER 611.12 INDICATES A DEFLECTION > 5.0%

REPLACE CONDUIT IF THE PERFORMANCE INSPECTION PER 611.12 INDICATES A DEFLECTION > 7.5%

ADDITIONAL TESTING REQUIREMENTS

SANITARY MANHOLES PER CITY OF CANTON STANDARD DRAWING NO. 10, SHALL BE TESTED ACCORDING TO CANTON SUPPLEMENTAL SPECIFICATION 04-01 STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE TEST AND CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C 1244.

SANITARY CONDUITS IN ADDITION TO ANY TESTING REQUIREMENTS NOTED HEREIN OR ON THE PLANS, ALL NEW SANITARY SEWERS (INCLUDING LATERALS) SHALL BE AIR TESTED IN ACCORDANCE WITH THE FOLLOWING STANDARDS, AS APPLICABLE:

ASTM F 1417 - TEST METHOD FOR INSTALLATION ACCEPTANCE OF PLASTIC GRAVITY SEWER LINES USING LOW-PRESSURE AIR. REFER TO CITY OF CANTON SUPPLEMENTAL SPECIFICATION SS 03-00: TESTING PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED, NON-PRESSURE, THERMOPLASTIC SEWER PIPE (7/18/2008)

ASTM C 828 PRACTICE FOR LOW-PRESSURE AIR TEST OF VITRIFIED CLAY PIPE LINES.

ASTM C 924 PRACTICE FOR TESTING CONCRETE SEWER LINES BY LOW- PRESSURE AIR TEST METHOD.

HYDROSTATIC TEST IN LIEU OF AIR TESTING MUST BE APPROVED BY THE CITY ENGINEER AND SHALL NOT EXCEED 100 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM BEING TESTED.

THE REQUIREMENTS NOTED ABOVE MUST BE SPECIFICALLY IDENTIFIED IN THE INSTALLATION PLAN AND SHOP DRAWINGS, AS APPLICABLE. ANY DEVIATIONS TO THESE REQUIREMENTS MUST BE APPROVED BY THE CITY ENGINEER.

REGULATORY REQUIREMENTS

SANITARY SEWERS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN, MEASURED FROM THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. IN LOCATIONS WHERE AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN CANNOT BE MAINTAINED, WATERTIGHT SANITARY CONDUIT SHALL BE INSTALLED. THE WATERTIGHT SANITARY CONDUIT SHALL BE PVC PIPE CONFORMING TO AWWA C900 (748.02) WITH JOINTS AND FITTINGS CONFORMING TO ASTM D3139 AND BEDDING CLASSIFACTION AND INSTALLATION SPECIFICATIONS PER ASTM D2321.

SANITARY SEWERS CROSSING WATER MAINS SHALL BE LAID TO A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.

ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE DISPOSAL SYSTEM ARE PROHIBITED.

ITEM 611 - MANHOLE, COMPLETE, AS PER PLAN

THIS ITEM SHALL CONSIST OF CONSTRUCTING AND TESTING SANITARY MANHOLES AT THE LOCATIONS AND ELEVATIONS SPECIFIED IN THE PLANS IN ACCORDANCE WITH "SANITARY SEWERS AND DRAINAGE STRUCTURES GENERAL NOTES".

ITEM 611 - 4" SANITARY LATERAL, COMPLETE, AS PER PLAN

THIS ITEM SHALL CONSIST OF RECONNECTION OF SANITARY LATERALS AT LOCATIONS AND ELEVATIONS SHOWN IN THE PLANS. THIS SHALL INCLUDE ALL BENDS, FITTINGS AND COUPLINGS NECESSARY TO COMPLETE IN PLACE AND SHALL BE IN ACCORDANCE WITH "SANITARY SEWERS AND DRAINAGE STRUCTURES GENERAL NOTES".

THE EXISTING LATERAL SHALL BE REPLACED FROM UNDISTURBED SOIL AT THE EDGE OF THE EXCAVATION TO THE WYE AT THE MAIN LINE GRAVITY SEWER. SLOPE OF LATERALS AT THE POINT OF CONNECTION WITH THE MAINLINE SEWER SHALL BE NO LESS THAN 1/8%<sub>32</sub> PER FOOT (1%) AND NO MORE THAN 12%<sub>32</sub> PER FOOT (45%).

LATERALS MUST BE LAID IN A MANNER TO MINIMIZE USE OF BENDS. HOWEVER, WHEN NECESSARY, USE TWO 45° BENDS IN LIEU OF 90° BENDS.

THE FOLLOWING INDIVIDUAL COMPONENTS ARE INCLUDED AS SEPARATE BID ITEMS ASSOCIATED WITH THIS ITEM:

8"X4" SANITARY WYE

ANY ADDITIONAL BENDS, FITTINGS, REDUCERS, COUPLINGS, PIPE, BEDDING, BACKFILL, ETC. NECESSARY TO COMPLETE THE LATERAL RECONNECTION SHALL BE CONSIDERED INCIDENTAL TO THE "ITEM 611 - SANITARY LATERAL RECONNECTED, COMPLETE, AS PER PLAN" COST.

ITEM 611 - 8" CONDUIT, TYPE B, PVC PER AWWA C900 (748.02) PIPE AND FITTINGS, AS PER PLAN

THIS ITEM SHALL BE PROVIDED AS DIRECTED OR IN LOCATIONS NOTED IN THE PLANS AND CONFORM TO THE REQUIREMENTS NOTED IN THE SANITARY GENERAL NOTES FOR LOCATIONS WHERE THE REGULATORY REQUIREMENT OF AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN CANNOT BE MAINTAINED.

ITEM 611 - MANHOLE NO.3, AS PER PLAN

THIS ITEM SHALL CONSIST OF CONSTRUCTING THE MANHOLE ACCORDING TO CITY OF CANTON STANDARD NO. 10.

ITEM 611 - CATCH BASIN NO.3A, AS PER PLAN

THIS ITEM SHALL CONSIST OF CONSTRUCTING THE MANHOLE ACCORDING TO CITY OF CANTON STANDARD NO. 1.

ITEM 611 - MANHOLE ADJUSTED TO GRADE, AS PER PLAN

ADJUSTMENT TO GRADE OF EXISTING MANHOLES SHALL FOLLOW CITY OF CANTON STANDARD DRAWINGS FOR MANHOLES, MANHOLE COVERS, MANHOLE ADJUSTMENTS OR OTHER CITY OF CANTON STANDARDS UNLESS OTHERWISE NOTED IN THE PLANS OR AS DIRECTED BY THE ENGINEER.

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SANITARY SEWERS / STORM SEWERS (CONTINUED)

MANHOLE REPLACEMENT DETAILS

ITEM 690 - SPECIAL-SANITARY SEWER BYPASS PUMPING, AS PER PLAN

THIS ITEM SHALL CONSIST OF PROVIDING BYPASS PUMPING WHENEVER FLOW IN ANY SEWER IS DISRUPTED BY THE

CONSTRUCTION OR REPLACEMENT OF NEW SEWER SEGMENTS, LATERALS, MANHOLES, OR ASSOCIATED ACTIVITIES IN ACCORDANCE WITH "GENERAL NOTES - SANITARY SEWERS / STORM SEWERS" AND THE FOLLOWING:

CONTRACTOR SHALL PROVIDE A DETAILED BYPASS PUMPING PLAN AND SCHEDULE TO THE CITY FOR REVIEW PRIOR TO BEGINNING ANY WORK.

BYPASS PUMPING IS REQUIRED WHENEVER FLOW IN ANY SEWER IS DISRUPTED BY THE CONSTRUCTION OR REPLACEMENT OF NEW SEWER SEGMENTS, LATERALS, MANHOLES, OR ASSOCIATED ACTIVITIES. BYPASSING OF SEWERS MUST PROVIDE FOR POTENTIAL FLOWS THAT MAY TYPICALLY BE EXPECTED DURING THE SEASON THAT THE WORK IS IN PROGRESS, INCLUDING RAINFALL AND PEAK FLOW EVENTS.

METERING OF FLOWS HAS NOT BEEN PERFORMED. THE CONTRACTOR MAY ASSUME FULL PIPE CONDITIONS FOR SIZING BYPASS PUMPING REQUIREMENTS

BECAUSE OF THE HIGH FLOWS POSSIBLE IN THESE SEWERS, THE CONTRACTOR SHALL HAVE A CONTINGENCY PLAN TO PREVENT DAMAGE DURING HIGH FLOWS. THE CITY WILL NOT BE RESPONSIBLE FOR DAMAGES DUE TO HIGH FLOWS.

CONTRACTOR SHALL REVIEW AND COORDINATE WITH THE MAINTENANCE OF TRAFFIC PLANS PRIOR TO SUBMITTING THE BYPASS PUMPING PLAN.

CONTRACTOR WILL NOT BE PERMITTED TO RUN BYPASS PUMPS OVERNIGHT. CONTRACOTR SHALL TEMPORARILY RECONNECT ALL SEWERS AND LATERALS AT THE END OF THE WORK DAY UNLESS APPROVED BY THE CITY ENGINEER.

PUMPS SHALL BE FULLY AUTOMATIC, SELF PRIMING PUMPS. PUMPS AND GENERATORS, IF APPLICABLE, SHALL BE CRITICALLY SILENCED. ALL SUCTION AND DISCHARGE PIPING SHALL BE FREE OF LEAKS.

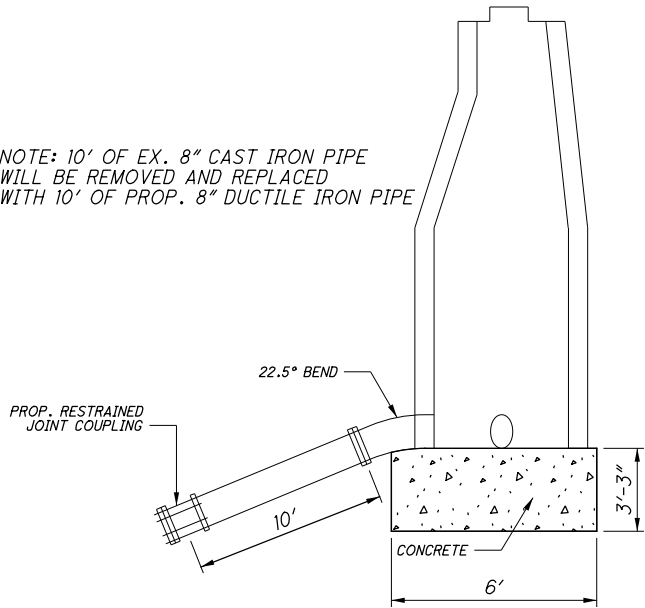
ACCESS TO ALL RESIDENCES AND BUSINESS SHALL BE MAINTAINED AT ALL TIMES, INCLUDING ACCESS FOR MAIL, SCHOOL, POLICE, FIRE, AND EMERGENCY VEHICLES.

PRIOR NOTIFICATION OF SHORT DURATION INTERRUPTIONS TO SERVICE SHALL BE COORDINATED A MINIMUM OF 48 HOURS IN ADVANCE, EXCLUDING WEEKENDS AND HOLIDAYS, WITH THE CITY AND ALL AFFECTED RESIDENCES AND BUSINESSES.

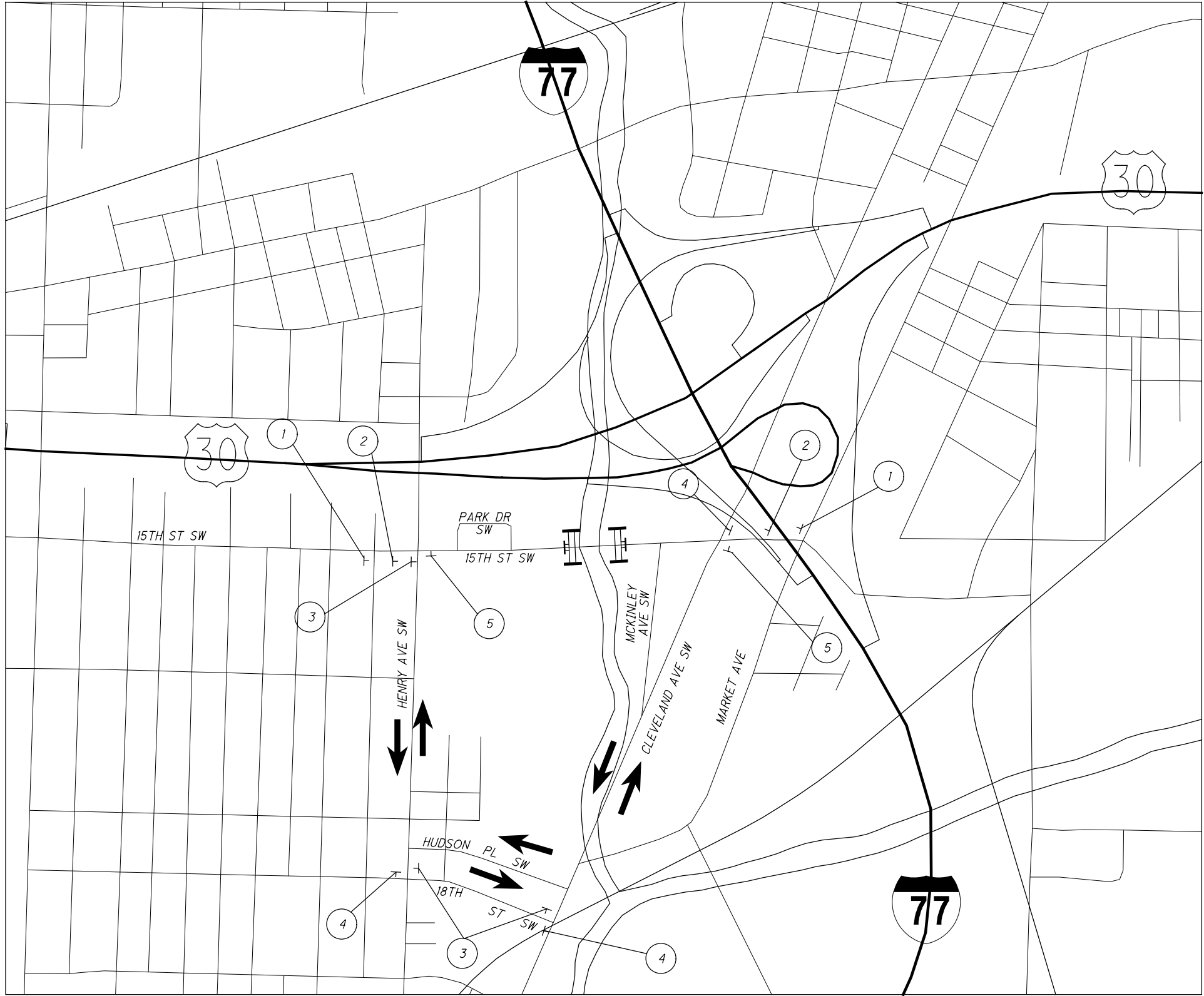
BYPASS PUMPING COSTS SHALL INCLUDE ANY MAINTENANCE OF TRAFFIC COSTS AND RELATED ITEMS WHICH MAY BE NECESSARY IN ADDITION TO THE REQUIREMENTS OF ANY ROADWAY MAINTENANCE OF TRAFFIC OR DETOUR PLAN, AS APPLICABLE.

ALL PROVISIONS AS SET FORTH IN THE SPECIFICATIONS UNDER THIS ITEM ARE INCLUDED IN THE LUMP SUM PRICE. THE FOLLOWING LUMP SUM PAY ITEM HAS BEEN INLCUED IN THE GENERAL SUMMARY:

ITEM 690 SPECIAL SANITARY SEWER BYPASS PUMPING, AS PER PLAN



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LEGEND



TYPE III BARRICADE WITH ROAD CLOSED SIGN



TEMPORARY SIGN SUPPORT

1

ROAD  
CLOSED  
AHEAD

W20-3-36

2

DETOUR  
AHEAD

W20-2-36

3

15TH ST SW  
DETOUR  
→

D3-1-30  
M4-9R-30

4

15TH ST SW  
DETOUR  
←

D3-1-30  
M4-9L-30

5

END  
DETOUR

M4-8A-24



SHEET NUM.												PART.		ITEM	ITEM EXT	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.	CALCULATED AA CHECKED EAK	GENERAL SUMMARY	STA-15SW-13.50	10 53	
4		21		13	14		OFFICE CALCS		16			STA15	WATER											
LS												LS		201	11000	LS		CLEARING AND GRUBBING						
				520								520		202	23000	520	SY	PAVEMENT REMOVED						
				941								941		202	30000	941	SF	WALK REMOVED						
				174								174		202	32000	174	FT	CURB REMOVED						
				413								413		202	35100	413	FT	PIPE REMOVED, 24" AND UNDER						
				2								2		202	58000	2	EACH	MANHOLE REMOVED						
				4								4		202	58100	4	EACH	CATCH BASIN REMOVED						
				72								72		202	75200	72	FT	FENCE REMOVED FOR REUSE						
				1								1		202	75254	1	EACH	GATE REMOVED FOR REUSE						
		49										49		203	10000	49	CY	EXCAVATION						
		10										10		203	20000	10	CY	EMBANKMENT						
							935					935		204	10000	935	SY	SUBGRADE COMPACTION						
				72								72		607	23100	72	FT	FENCE REBUILT						
				1								1		607	61111	1	EACH	GATE REBUILT, AS PER PLAN						
				1,032								1,032		608	12000	1,032	SF	5" CONCRETE WALK						
				170								170		609	26000	170	FT	CURB, TYPE A (PER COC SD-29)						
																		EROSION CONTROL						
				84								84		601	32204	84	CY	ROCK CHANNEL PROTECTION, TYPE C WITH GEOTEXTILE FABRIC						
12												12		659	00300	12	CY	TOPSOIL						
108												108		659	10000	108	SY	SEEDING AND MULCHING						
0.02												0.02		659	20000	0.02	TON	COMMERCIAL FERTILIZER						
0.02												0.02		659	31000	0.02	ACRE	LIME						
1												1		659	35000	1	MGAL	WATER						
																		DRAINAGE						
					0.46							0.46		602	20000	0.46	CY	CONCRETE MASONRY						
					94							94		605	14020	94	FT	6" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC						
					45							45		611	00510	45	FT	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS						
					15							15		611	04400	15	FT	12" CONDUIT, TYPE B						
					7							7		611	04600	7	FT	12" CONDUIT, TYPE C						
					107							107		611	05900	107	FT	15" CONDUIT, TYPE B						
					265							265		611	10400	265	FT	24" CONDUIT, TYPE B						
					4							4		611	98181	4	EACH	CATCH BASIN, AS PER PLAN (PER COC SD-1)	8					
					2							2		611	99575	2	EACH	MANHOLE, AS PER PLAN (PER COC SD-10)	8					
					1							1		611	99655	1	EACH	MANHOLE ADJUSTED TO GRADE, AS PER PLAN						
																		PAVEMENT						
							68					68		301	56000	68	CY	ASPHALT CONCRETE BASE, PG64-22, (449)						
							153					153		304	20000	153	CY	AGGREGATE BASE						
							81					81		407	10000	81	GAL	TACK COAT						
							16					16		441	50000	16	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22						
							16					16		441	50200	16	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)						
																		WATER WORK						
									82			82		638	00601	82	FT	6" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSH-ON JOINTS AND FITTINGS, AS PER PLAN	23					
									1,663			1,663		638	01201	1,663	FT	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, PUSH-ON JOINTS AND FITTINGS, AS PER PLAN	23					
									20			20		638	02405	20	FT	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 53, PUSH-ON JOINTS AND FITTINGS, AS PER PLAN	23					
									3			3		638	07480	3	EACH	6" GATE VALVE						
									6			6		638	07490	6	EACH	8" GATE VALVE						
									3			3		638	08704	3	EACH	6" CUTTING-IN SLEEVE						
									1			1		638	08706	1	EACH	8" CUTTING-IN SLEEVE						
									2			2		638	08710	2	EACH	12" CUTTING-IN SLEEVE						
									2			2		638	10200	2	EACH	6" FIRE HYDRANT ASSEMBLY						
									2			2		638	10480	2	EACH	FIRE HYDRANT REMOVED						

$$\frac{11}{53}$$



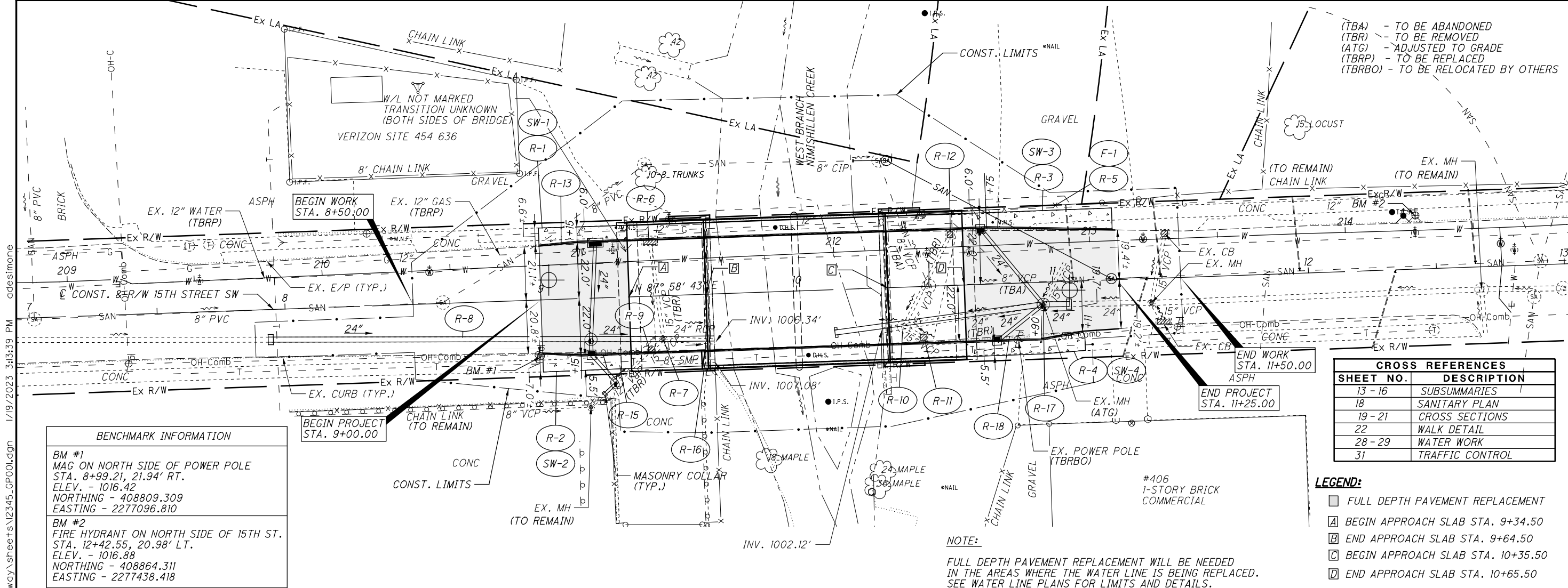
$$\frac{12}{53}$$









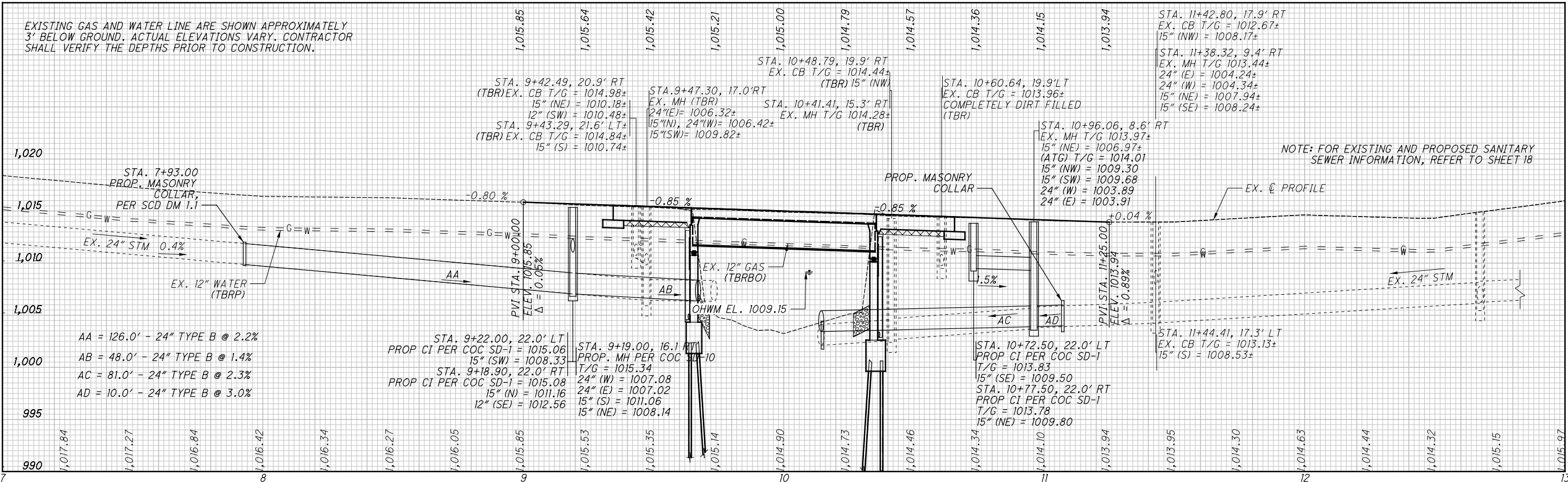


BENCHMARK INFORMATION	
BM #1	MAG ON NORTH SIDE OF POWER POLE STA. 8+99.21, 21.94' RT. ELEV. - 1016.42 NORTHING - 408809.309 EASTING - 2277096.810
BM #2	FIRE HYDRANT ON NORTH SIDE OF 15TH ST. STA. 12+42.55, 20.98' LT. ELEV. - 1016.88 NORTHING - 408864.311 EASTING - 2277438.418

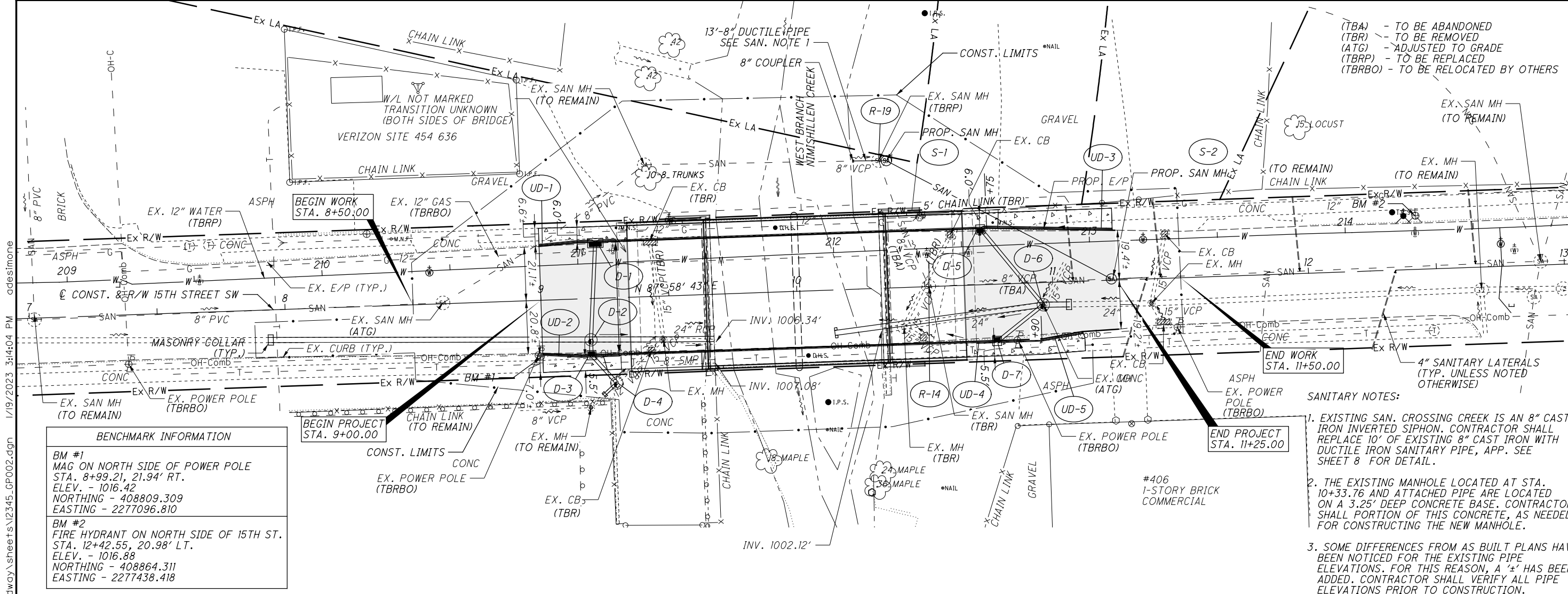
CROSS REFERENCES	
SHEET NO.	DESCRIPTION
13 - 16	SUBSUMMARIES
18	SANITARY PLAN
19 - 21	CROSS SECTIONS
22	WALK DETAIL
28 - 29	WATER WORK
31	TRAFFIC CONTROL

- LEGEND:**
- FULL DEPTH PAVEMENT REPLACEMENT
  - A BEGIN APPROACH SLAB STA. 9+34.50
  - B END APPROACH SLAB STA. 9+64.50
  - C BEGIN APPROACH SLAB STA. 10+35.50
  - D END APPROACH SLAB STA. 10+65.50

**NOTE:**  
FULL DEPTH PAVEMENT REPLACEMENT WILL BE NEEDED  
IN THE AREAS WHERE THE WATER LINE IS BEING REPLACED.  
SEE WATER LINE PLANS FOR LIMITS AND DETAILS.

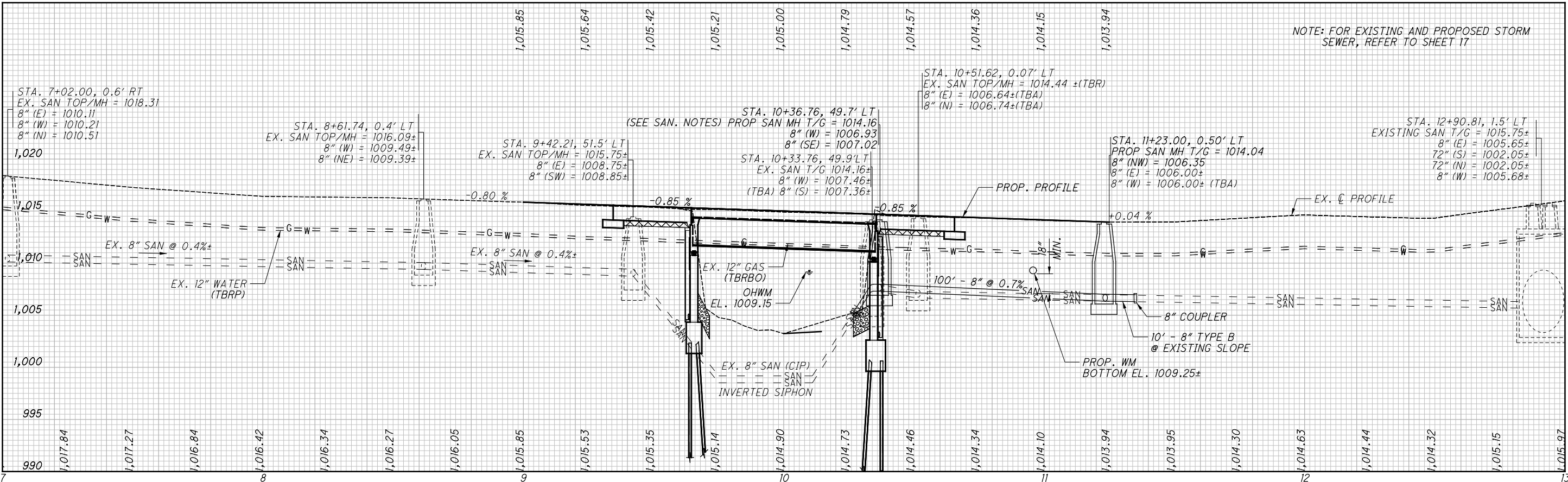


**NOTE:** FOR EXISTING AND PROPOSED SANITARY  
SEWER INFORMATION, REFER TO SHEET 18

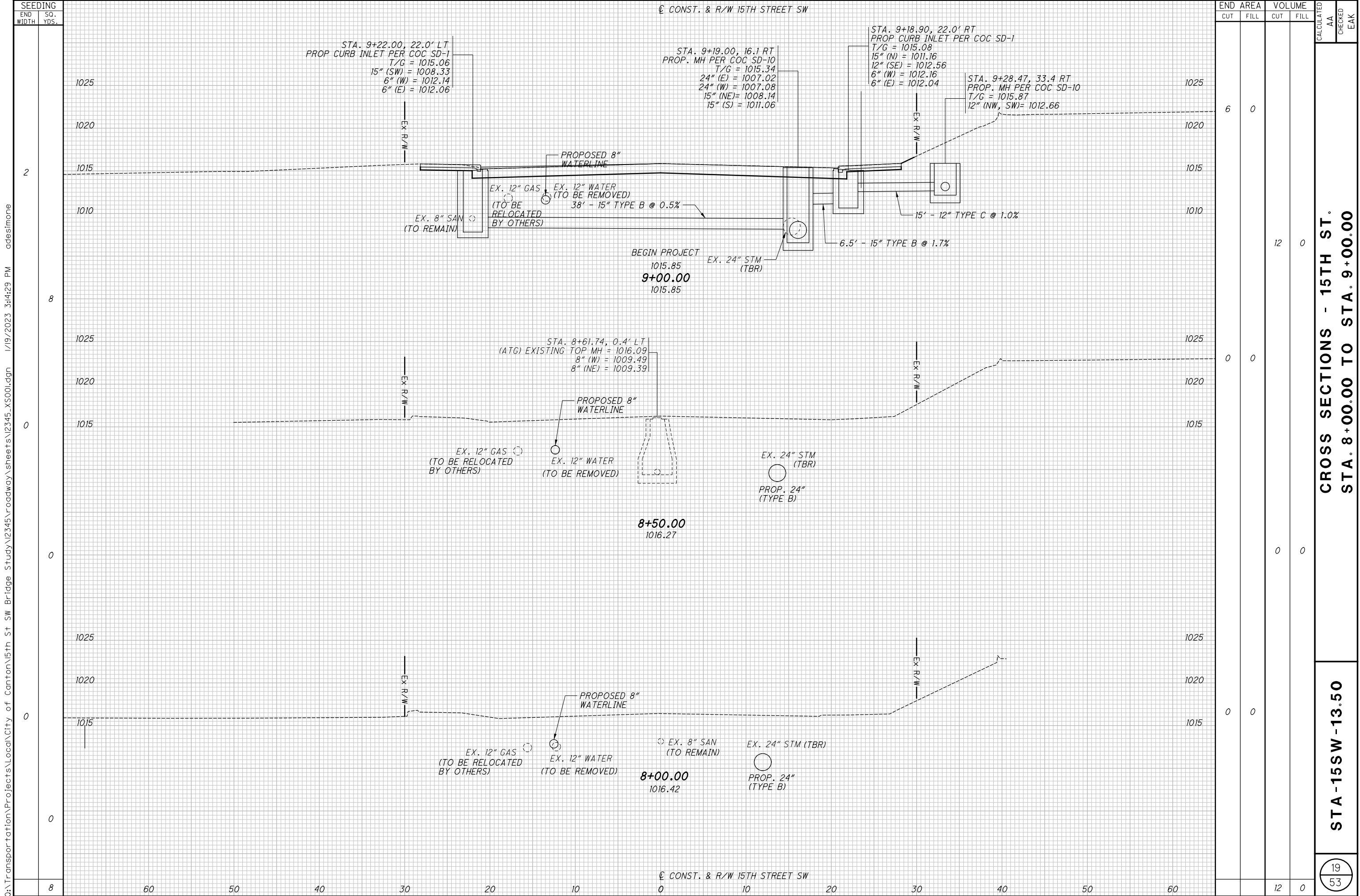


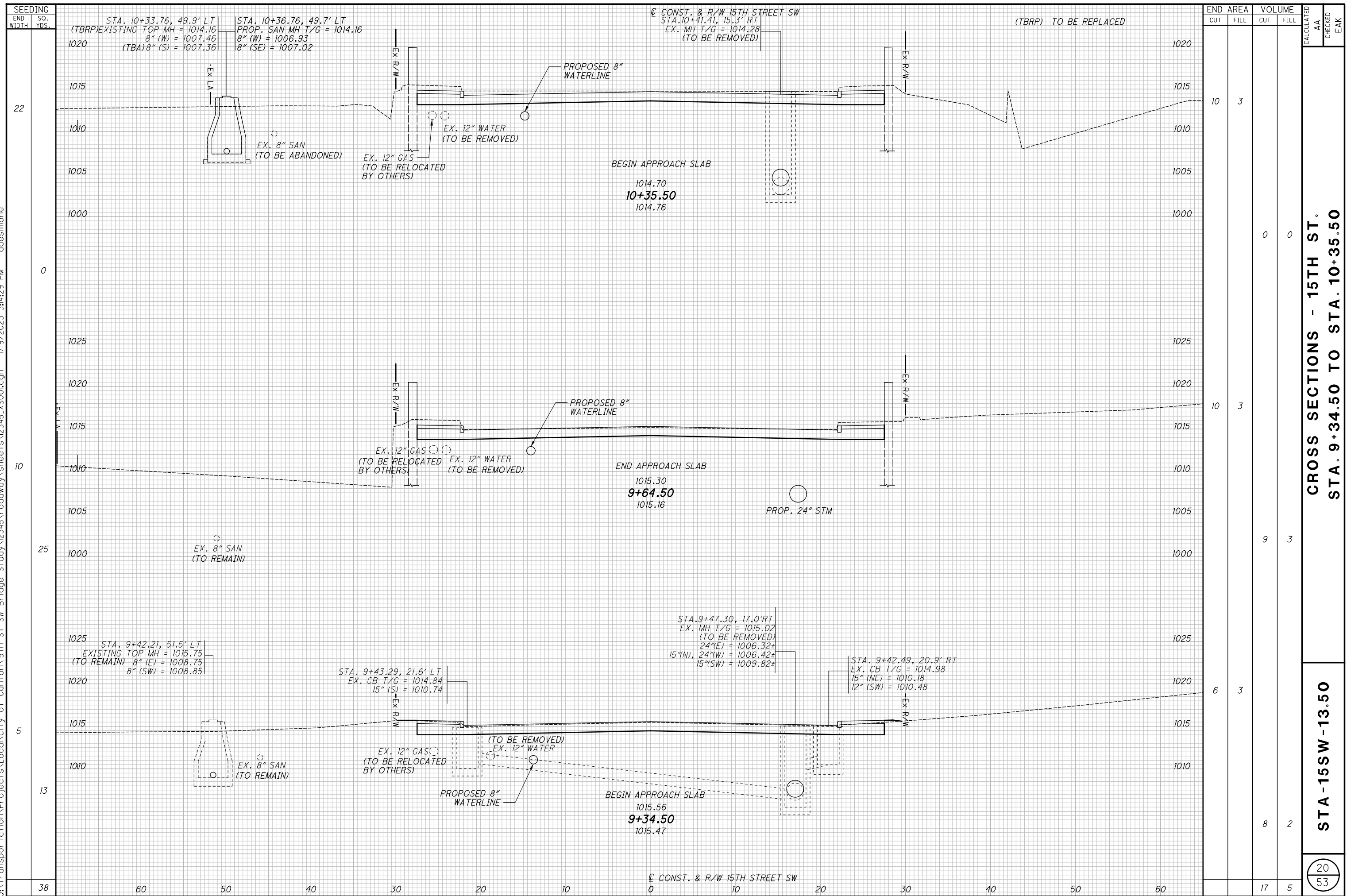
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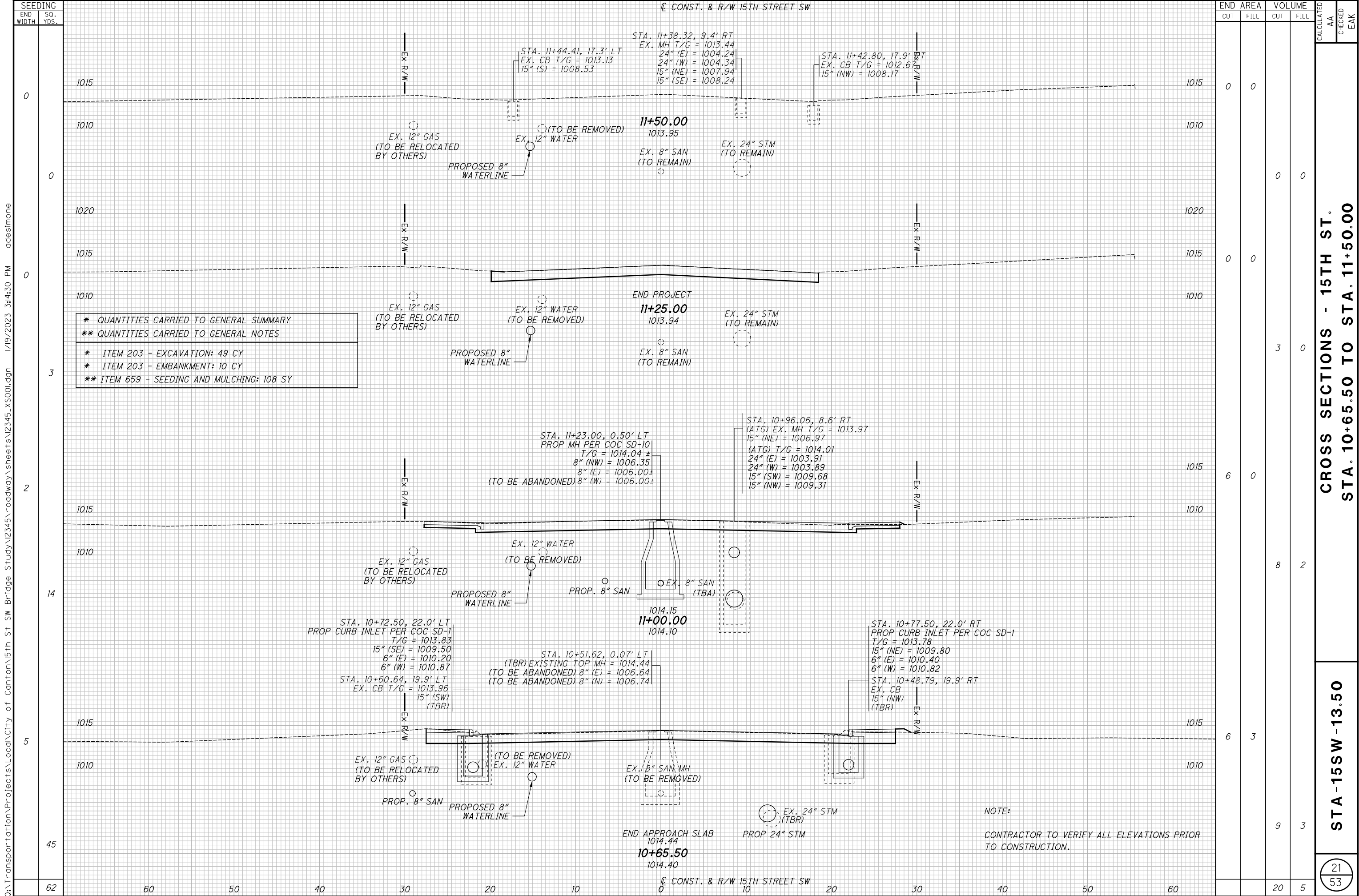
- SANITARY NOTES:
- EXISTING SAN. CROSSING CREEK IS AN 8" CAST IRON INVERTED SIPHON. CONTRACTOR SHALL REPLACE 10' OF EXISTING 8" CAST IRON WITH DUCTILE IRON SANITARY PIPE, APP. SEE SHEET 8 FOR DETAIL.
  - THE EXISTING MANHOLE LOCATED AT STA. 10+33.76 AND ATTACHED PIPE ARE LOCATED ON A 3.25' DEEP CONCRETE BASE. CONTRACTOR SHALL PORTION OF THIS CONCRETE, AS NEEDED FOR CONSTRUCTING THE NEW MANHOLE.
  - SOME DIFFERENCES FROM AS BUILT PLANS HAVE BEEN NOTICED FOR THE EXISTING PIPE ELEVATIONS. FOR THIS REASON, A '±' HAS BEEN ADDED. CONTRACTOR SHALL VERIFY ALL PIPE ELEVATIONS PRIOR TO CONSTRUCTION.













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EXPLORATORY BORINGS:

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

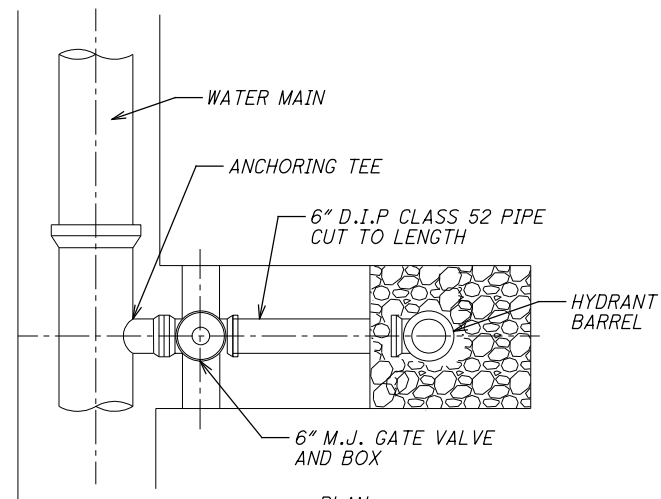
WATER MAIN / SERVICES:

- 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. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EXCAVATION, BEDDING, BACKFILL, BASE MATERIAL, PAVEMENT AND OTHER ITEMS NECESSARY FOR THE RELOCATION AND INSTALLATION OF THE WATER MAINS, SERVICES, AND APPURTENANCES. THESE COSTS SHALL BE INCLUDED IN THE UNIT PRICES BID FOR ALL THE ITEMS IN THE PROPOSAL.
- MAINS - WATER MAINS SHALL BE CLASS 52 (8" AND UNDER), CLASS 53 (12" OR CLASS 54 (OVER 12") DUCTILE IRON, MEETING AWWA C151 WITH PUSH JOINTS. THE OUTSIDE SURFACE OF ALL DUCTILE IRON PIPE, FITTINGS AND APPURTENANCES SHALL BE SHOP COATED WITH EITHER ASPHALTIC MATERIAL. IF THE COATING MATERIAL IS FOUND TO BE DAMAGED PRIOR TO THE PIPE TRENCH BEING BACKFILLED, THE CONTRACTOR SHALL PROVIDE AN ADDITIONAL APPROVED MATERIAL AS REQUIRED TO REPAIR AS DIRECTED. THE CONTRACTOR SHALL HAVE SUFFICIENT COATING MATERIALS AVAILABLE AT THE JOB SITE PRIOR TO LAYING THE PIPE. THE INTERIOR OF ALL PIPES AND FITTINGS SHALL BE LINED WITH CEMENT MORTAR AND SEAL COATED IN COMPLETE CONFORMANCE WITH AWWA C104, OR THE LATEST REVISION.
- ALL DUCTILE IRON PIPE, INCLUDING FITTINGS, BENDS, TEES, VALVES AND APPURTENANCES BURIED UNDERGROUND, SHALL BE ENCASED WITH 8 MIL. POLYETHYLENE FILM CONFORMING TO AWWA C105.
- THE MINIMUM COVER OVER WATER MAINS SHALL BE 4'-6" FROM GROUND SURFACE TO THE BARREL OF THE PIPE.
- PIPE LENGTHS MAY BE DEFLECTED AT THE JOINT, IF REQUIRED, AT ONE-HALF THE DEGREE RECOMMENDED BY THE MANUFACTURER.
- FITTINGS SHALL BE DUCTILE IRON AND BE RATED FOR 250 PSI WORKING PRESSURE IN ACCORDANCE WITH AWWA C110 OR AWWA C153. FITTINGS SHALL INCLUDE, BUT NOT LIMITED TO BENDS, TEES, SLEEVES, COUPLINGS, CROSSES, REDUCERS AND CAPS.
- VALVES - THE ITEMS COVERED BY THIS SPECIFICATION SHALL MEET ALL APPLICABLE AWWA C509 OR C515 STANDARDS AND THE FOLLOWING: ALL VALVES SHALL BE NON-RISING STEM, IRON BODY, RESILIENT WEDGE DISC. THE DESIGN OF THE THRUST COLLAR SHALL BE SUCH THAT THE THRUST COLLAR IS SEALED FROM LINE PRESSURE BY MEANS OF AN "O" RING SEAL. ALL VALVES SHALL BE FURNISHED WITH A TWO (2) INCH SQUARE OPERATING NUT, OPEN RIGHT. ALL VALVES SHALL BE FURNISHED WITH MECHANICAL JOINT END CONNECTIONS. THE STEM SHALL BE PROTECTED FROM EXTERNAL GRIT BY A WEATHER SHIELD AND AN UPPER "O" RING. STEM SHALL BE LUBRICATED. GATE COATING SHALL HAVE A MINIMUM THICKNESS OF 10 MILS. VALVE SHALL BE TESTED AT THE RATED WORKING PRESSURE OF 250 PSI WITH NO LEAKAGE. SHELL TEST OF 500 PSI SHALL BE APPLIED TO BODY WITH VALVE IN THE OPEN POSITION WITH NO LEAKAGE THROUGH THE METAL, STEM SEALS OR JOINTS. VALVE MUST HAVE TRADITIONAL STUFFING BOX. ALL BOLTING MATERIAL IN THE THRUST COLLAR AND BONNET SHALL BE #316 SS BOLTS. ALL VALVES WITH ACCESSORIES PACK (FLANGES, RUBBERS, NUTS, BOLTS).

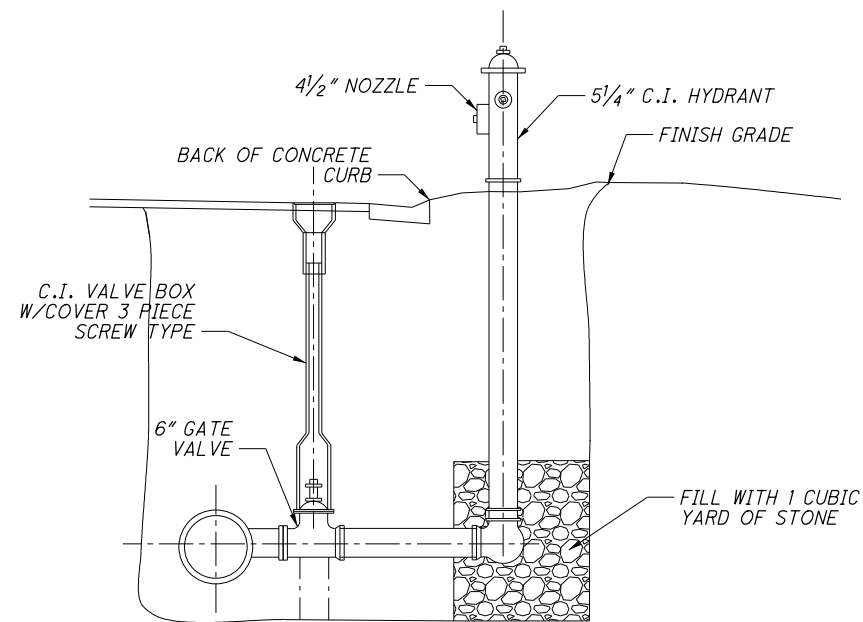
- ALL VALVE BOXES SHALL BE HEAVY DUTY, THREE (3) PIECE SCREW TYPE, WITH "WATER" LIDS.
- FLUSHING AND DISINFECTION OF WATER MAINS SHALL BE IN ACCORDANCE WITH AWWA C651.
- ALL WATER LINE PRESSURE TESTING SHALL CONFORM TO AWWA C600.
- WATER MAINS SHALL BE INSTALLED AND BACKFILLED PER O.D.O.T. ITEM 638.
- WATER LINES LOCATED WITHIN THE LIMITS OF OR WITHIN A 1/2 TO 1 SLOPE OF EXISTING AND/OR PROPOSED ROADWAYS, PARKING AREAS, BUILDINGS, SIDEWALKS, AND/OR DRIVES SHALL BE INSTALLED AS TYPE B CONDUITS. ALL OTHER WATER MAINS SHALL BE INSTALLED AS TYPE C CONDUITS. BEDDING SHALL BE AS SPECIFIED, EXCEPT THAT SLAG WILL NOT BE PERMITTED.
- ALL FITTINGS (BENDS, TEES, VALVES, DEAD ENDS, ETC.) SHALL BE RESTRAINED UTILIZING MEGALUGS, FIELD LOK GASKETS OR APPROVED EQUAL. POURED-IN-PLACE CONCRETE THRUST BLOCKS MAY ALSO BE REQUIRED AT/FOR EACH FITTING. THIS BLOCKING SHALL BE CAREFULLY PLACED TO ENSURE IT IS POSITIONED PROPERLY TO WITHSTAND THE RESULTANT FORCES AT EACH FITTING AND SHALL BEAR ON STABLE UNDISTURBED GROUND CAPABLE OF WITHSTANDING THE POTENTIAL LOADING. WHEN DIRECTED BY THE CITY, TIE RODS ARE TO BE 3/4 INCH DIAMETER. TWO TIE RODS ARE REQUIRED FOR AN 8 INCH PIPE, AND FOUR TIE RODS ARE REQUIRED FOR 12 INCH AND GREATER PIPE. THIS COST SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE FITTINGS.
- IN ADDITION TO THE RESTRAINT OF ALL BENDS, FITTINGS, TEES, VALVES, DEAD ENDS, ETC. THE CONTRACTOR SHALL ALSO SECURE/RESTRAIN ALL JOINTS FOR AT LEAST THREE (3) PIPE JOINTS (50 LF MIN.) BEYOND EACH DEAD END, BEND, FITTING, VALVE, TEE, ETC. UTILIZING MEGALUGS, FIELD LOK GASKETS, OR APPROVED EQUALS. THIS COST SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE PIPE.
- THE CONTRACTOR SHALL PROVIDE 18" VERTICAL CLEARANCE BETWEEN PROPOSED WATERLINES AND ANY SANITARY OR STORM SEWERS. WHEN 18" CLEARANCE CANNOT BE OBTAINED:
  - FOR STORM SEWERS, CONCRETE ENCASE THE STORM SEWER PIPE, 6 FT. ON EACH SIDE OF WATER MAIN.
  - FOR SANITARY SEWERS, REPLACE THE SANITARY SEWER PIPE WITH PVC C900 PIPE, 10 FT. ON EACH SIDE OF THE WATER MAIN. APPROVED COUPLINGS SHALL BE USED TO TIE ONTO THE EXISTING SEWER.
- THE CONTRACTOR SHALL MAINTAIN TEN (10) FOOT HORIZONTAL CLEARANCE BETWEEN WATERLINES/SERVICES AND SANITARY OR STORM SEWERS.
- HYDRANTS - THE FIRE HYDRANT SETTING SHALL INCLUDE THE HYDRANT, ANCHOR TEE, VALVE, VALVE BOX, 6 INCH DUCTILE IRON (CLASS 52) PIPING AND ALL FITTINGS NEEDED FOR PROPER INSTALLATION TO FINAL GRADE. FIRE HYDRANTS SHALL BE MUELLER A423 MEETING THE CITY OF CANTON WATER DEPARTMENT STANDARDS AND REQUIREMENTS. ALL COSTS FOR THE 6" PIPING ASSOCIATED WITH THE INSTALLATION OF FIRE HYDRANTS SHALL BE INCLUDED WITH THE FIRE HYDRANT PAY ITEM. ALL HYDRANTS SHALL BE INSTALLED WITH THE PUMPER NOZZLE FACING THE STREET. ALL FIRE HYDRANT THREADS SHALL BE LUBRICATED WITH A FOOD GRADE LUBRICANT AND OPERATED UPON INSTALLATION.
- CUT-IN-SLEEVES FOR TIE-IN TO EXISTING WATER MAINS SHALL BE SMITH BLAIR 441 SLEEVES WITH #316 SS BOLTS.
- ALL WATER TAPS AND SERVICES MUST BE INSTALLED BEFORE ANY PAVEMENT FOR THE PROPOSED ROADWAY HAS BEEN PLACED. THE CONTRACTOR SHALL MAKE ALL SERVICE TAPS ON THE WATER MAIN.
- PRIOR TO MAKING THE TAP, THE CONTRACTOR SHALL EXPOSE THE EXISTING CURB BOX AND VERIFY THE SIZE OF THE WATER SERVICE LINE ON THE OWNER'S SIDE. THE PROPOSED TAP AND SERVICE SHALL MATCH THE SIZE OF THE OWNER'S SERVICE LINE, WITH 1" BEING A MINIMUM. AN EXISTING 1 1/4" SERVICE SHALL BE REPLACED WITH A 1 1/2" SERVICE AND TAP.

- THE PROPOSED WATER SERVICES AND TAPS SHALL BE 1" UNLESS NOTED OTHERWISE ON THE PLANS OR DETERMINED OTHERWISE PER PREVIOUS NOTE.
- MEASUREMENT FOR SERVICES IS ON A LUMP SUM BASIS. PAYMENT FOR "SHORT SIDE" AND "LONG SIDE" SERVICES INCLUDES ALL LABOR AND MATERIALS NECESSARY FOR LOCATING THE WATER MAIN, TAP AND CORPORATION STOP INSTALLATION, SERVICE LINE INSTALLATION, CURB STOP AND ROADWAY BOX INSTALLATION, CONNECTION FROM CORPORATION STOP TO CURB STOP, AND CONNECTION TO THE OWNER'S SIDE SERVICE LINE. EXCAVATION, BEDDING, BACKFILL, BASE MATERIAL, PAVEMENT AND COMPACTION ARE CONSIDERED INCIDENTAL TO THE SERVICE ITEMS IN THE PROPOSAL AND NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH ITEMS.
- FOR THE PURPOSE OF THESE PLANS AND PROPOSAL, A "SHORT SIDE" SERVICE IS CONSIDERED THE SERVICE LINE CONNECTING THE PROPOSED CURB STOP TO THE WATER MAIN ON THE SAME SIDE OF THE STREET BEFORE THE CENTERLINE OF THE ROADWAY. A "LONG SIDE" SERVICE IS CONSIDERED THE SERVICE LINE CONNECTING THE PROPOSED CURB STOP TO THE WATER MAIN ON THE OPPOSITE SIDE OF THE STREET PAST THE CENTERLINE OF THE ROADWAY. ANY CLARIFICATION ON WHETHER A SERVICE IS CONSIDERED "LONG" OR "SHORT" SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AS A PRE-BID QUESTION.
- THE CONTRACTOR MAY ELECT TO OPEN CUT OR PUSH/BORE THE "SHORT SIDE" SERVICES. THE CHOSEN METHOD OF INSTALLATION IS CONSIDERED MEANS AND METHODS OF THE CONTRACTOR AND SHALL BE ACCOUNTED FOR IN THE BID ITEM FOR THE "SHORT SIDE" SERVICES. THE CONTRACTOR SHALL PUSH/BORE ALL "LONG SIDE" SERVICES. NO OPEN CUTS OR TRENCHING ACROSS THE ROADWAY WILL BE PERMITTED FOR THE INSTALLATION OF THE "LONG SIDE" SERVICES WITH THE EXCEPTION OF POTHOLES FOR POTENTIAL CONFLICTS AND BORE BITS. IN THE EVENT A "LONG SIDE" SERVICE CANNOT BE PUSHED/BORED, APPROVAL MUST BE OBTAINED FROM THE ENGINEER PRIOR TO OPEN CUTTING OR TRENCHING ACROSS THE ROADWAY. NO OPEN CUTS OR TRENCHES FOR "LONG SIDE" SERVICES WILL BE PERMITTED UNTIL PROPER UTILITY POTHOLES AND VERIFICATION HAS BEEN PERFORMED AS REQUIRED PER THE CONTRACT AND PUSHING/BORING THE SERVICE IS PROVEN TO BE IMPOSSIBLE.
- IF OPEN CUTTING A "LONG SIDE" SERVICE WOULD RESULT IN ADDITIONAL COMPENSATION, THE CONTRACTOR SHALL SUBMIT A COST PROPOSAL TO THE ENGINEER PRIOR TO RECEIVING PERMISSION TO OPEN CUT UNLESS A BID ITEM FOR SUCH WORK WAS INCLUDED IN THE PROPOSAL. IN WHICH CASE, THE EXISTING BID ITEM WILL BE USED FOR COMPENSATION OF ANY OPEN CUT SERVICE AND INCLUDE PAYMENT FOR ALL LABOR, MATERIALS, AND ITEMS OF WORK AS COVERED FOR A TYPICAL SERVICE. ADDITIONAL RESTORATION ITEMS SUCH AS AGGREGATE BASE AND ASPHALT WILL BE PAID USING EXISTING BID ITEMS AS WELL.
- THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN IN SERVICE, ANY EXISTING WATER MAINS AND/OR SERVICES EXPOSED DURING CONSTRUCTION. IF THE CONTRACTOR BREAKS A WATER MAIN AND/OR SERVICE, HE SHALL BE RESPONSIBLE TO REPAIR THE BREAK, AT HIS OWN EXPENSE, AND WILL NOT BE COMPENSATED FOR ANY DOWNTIME.
- 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 HDPE TUBING, CTS, PE4710. NO SPLICING OF THE SERVICE LINE WILL BE PERMITTED.
- SERVICE BRANCHES WILL BE INSTALLED AS PER O.D.O.T ITEM 638.16, WITH THE FOLLOWING EXCEPTIONS:
  - 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.

- POLYETHYLENE WATER MAIN AND SERVICE TUBING 2" AND UNDER SHALL BE COPPER TUBE SIZE, SDR 9, WITH A MINIMUM PRESSURE CLASS OF 200 PSI AND MEET STANDARDS ASTM-D2737 PE4710 AND AWWA C901. THE ACCEPTABLE TUBING IS CP CHEM PERFORMANCE PIPE DRISCOMPLEX 5100-ULTRA-LINE, CHARTER PLASTICS INC. BLUE ICE, ENDOT ENDOPURE AND ADS POLYFLEX.
- THE PROPOSED FACILITIES SHALL MAINTAIN A MINIMUM 35 PSI PRESSURE DELIVERED TO THE CURB STOP DURING NORMAL OPERATING CONDITIONS.
- A MINIMUM PRESSURE OF 20 PSI AT GROUND LEVEL SHALL BE MAINTAINED AT ALL POINTS IN THE DISTRIBUTION SYSTEM UNDER ALL CONDITIONS OF FLOW.
- BOOSTER PUMPS ARE NOT PERMITTED ON SERVICE CONNECTIONS.
- WHEN AN EXISTING WATER MAIN MUST BE SHUT DOWN TO PERFORM REQUIRED WORK, THE CONTRACTOR SHALL NOTIFY THE PROPERTIES TO BE AFFECTED A MINIMUM OF 24 HOURS IN ADVANCE 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 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 SURROUNDING PAVEMENT OR FINISHED SURFACE TREATMENTS WHEN THE PROJECT IS COMPLETED.
- ANY DIGGING WITHIN THE RIGHT-OF-WAY OF ANY STREET REQUIRES A ROAD OPENING PERMIT. PLEASE CONTACT THE APPROPRIATE GOVERNMENTAL ENTITY FOR INFORMATION REGARDING THE PERMITTING PROCESS AND/OR FEES DUE.
- THE CONTRACTOR SHALL REPLACE ANY TRAFFIC SIGNAL LOOP DETECTOR WIRE DAMAGED DURING THE WATERLINE INSTALLATION. THIS COST SHALL BE INCLUDED IN THE UNIT PRICES BID FOR ALL ITEMS IN THE PROPOSAL.
- THE CONTRACTOR SHALL REPLACE ANY ROADWAY PAVEMENT MARKINGS DAMAGED OR REMOVED DURING THIS PROJECT. THE PAVEMENT MARKINGS SHALL BE PER THE GOVERNING AUTHORITY'S SPECIFICATIONS. THIS COST SHALL BE INCLUDED IN THE UNIT PRICES BID FOR ALL ITEMS IN THE PROPOSAL.
- THE CONTRACTOR SHALL REPLACE ANY PRIVATE IRRIGATION SYSTEMS AND/OR UNDERGROUND ELECTRIC FENCES THAT ARE DAMAGED OR REMOVED DURING THE WATERLINE CONSTRUCTION. THIS COST SHALL BE INCLUDED IN THE UNIT PRICES BID FOR ALL ITEMS IN THE PROPOSAL.
- VALVES THAT ARE CALLED OUT TO BE ABANDONED SHALL INCLUDE ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO ABANDON EXISTING WATER VALVES. THIS ITEM SHALL ALSO INCLUDE ANY NECESSARY EXCAVATION AND BACKFILL REQUIRED. VALVES SHALL BE CLOSED AND HAVE THE TOP 6" OF THE CASTING REMOVED. VALVES IN PAVEMENT SHALL BE FILLED WITH CONCRETE WITH THE TOP 6" MATCHING THE EXISTING PAVEMENT COMPOSITION. VALVES IN YARD AREA SHALL BE FILLED WITH SAND.
- FIRE HYDRANTS THAT ARE CALLED OUT TO BE REMOVED SHALL INCLUDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO REMOVE THE FIRE HYDRANT, HYDRANT VALVE AND PLUG THE HYDRANT TEE.
- FOR WATERLINES CALLED OUT TO BE ABANDONED, THE CONTRACTOR SHALL PLUG AND ABANDON THE EXISTING WATERLINE WITH A DUCTILE IRON PLUG OR AS DIRECTED BY THE CANTON WATER DEPARTMENT.
- REMOVAL OF ANY EXISTING THRUST BLOCKS WILL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT COST.

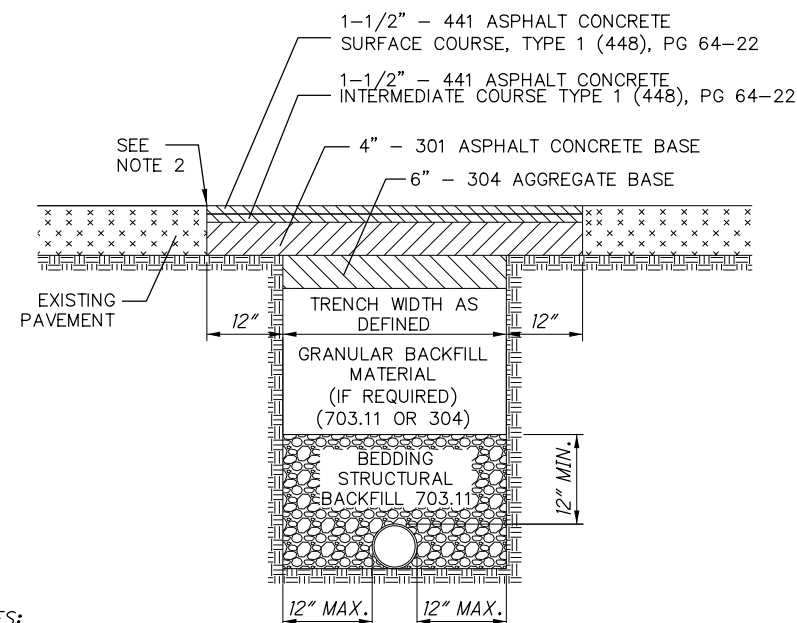


PLAN



PROFILE

HYDRANT SETTING  
(C71)  
REV 4/6/1989

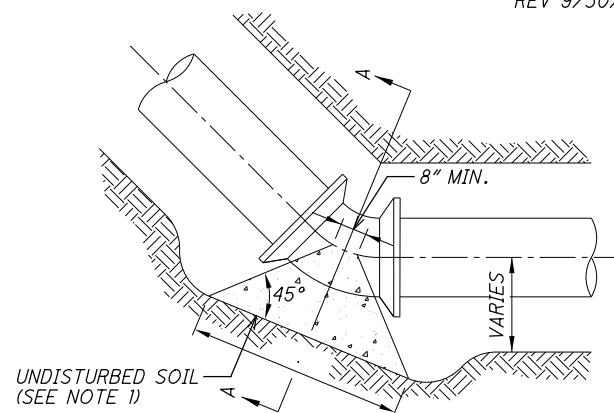


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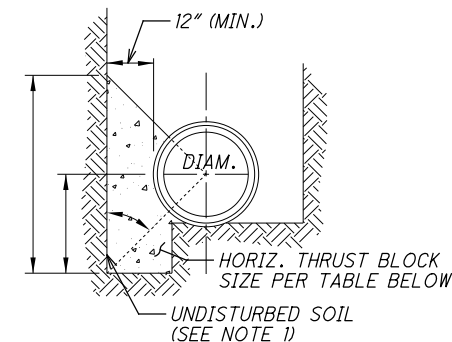
1. NO FOUNDRY SAND OR SLAG IS PERMITTED. ALTERNATE BACKFILL MATERIAL PERMITTED ONLY IF APPROVED BY CITY ENGINEER.
2. SAW CUT EXISTING PAVEMENT, SEAL JOINT PER ODOT ITEM 423-CRACK SEALING, TYPE IV. INCLUDE COST IN BID PRICE FOR THE PROPOSED PAVEMENT.
3. IF ADJACENT PAVEMENT IS DAMAGED OR UNDERMINED DURING THE CONSTRUCTION, ADDITIONAL PAVEMENT SHALL BE SAW CUT AND REMOVED OR MILLED IN ORDER TO PROVIDE A SOUND PAVEMENT EDGE AT NO ADDITIONAL COST TO THE PROJECT.
4. IN THE EVENT THAT THE SAW CUT WOULD LIE WITHIN 3 FEET OF THE EDGE OF PAVEMENT OR FACE OF CURB, THE PAVEMENT REPLACEMENT SHALL EXTEND TO THE EDGE OF PAVEMENT OF FACE OF CURB.
5. PAYMENT FOR ALL LABOR AND MATERIAL NECESSARY TO TRENCH AND LAY THE WATERLINE, INCLUDING THE ASPHALT CONCRETE COURSES, THE ASPHALT CONCRETE BASE, AND THE AGGREGATE BASE SHALL BE INCLUDED WITH THE BID PRICE FOR ITEM 638 - 8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, AS PER PLAN.

PAY LIMITS - TRENCH & ROADWAY DETAIL FOR D.I.P.

(C175)  
REV 9/30/2020



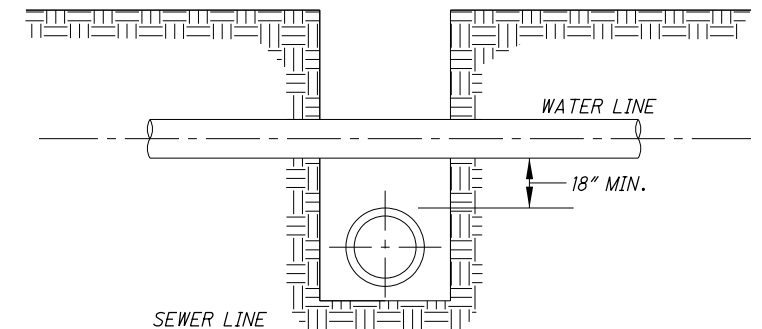
PLAN



SECTION A-A

SIZE OF PIPE	DEGREE OF BEND							
	11 1/4°		22 1/2°		45°		90°	
	L	H	L	H	L	H	L	H
6"	16	8	16	10	24	14	32	18
8"	16	10	21	14	31	18	44	24
12"	21	16	32	20	48	26	66	36
16"	29	20	42	28	66	34	90	46
20"	37	24	50	36	73	48	107	60
24"	46	28	64	40	93	54	128	72

HYDRANT THRUST BLOCKS  
(C130)  
REV 3/7/2016



SECTION

NOTES:

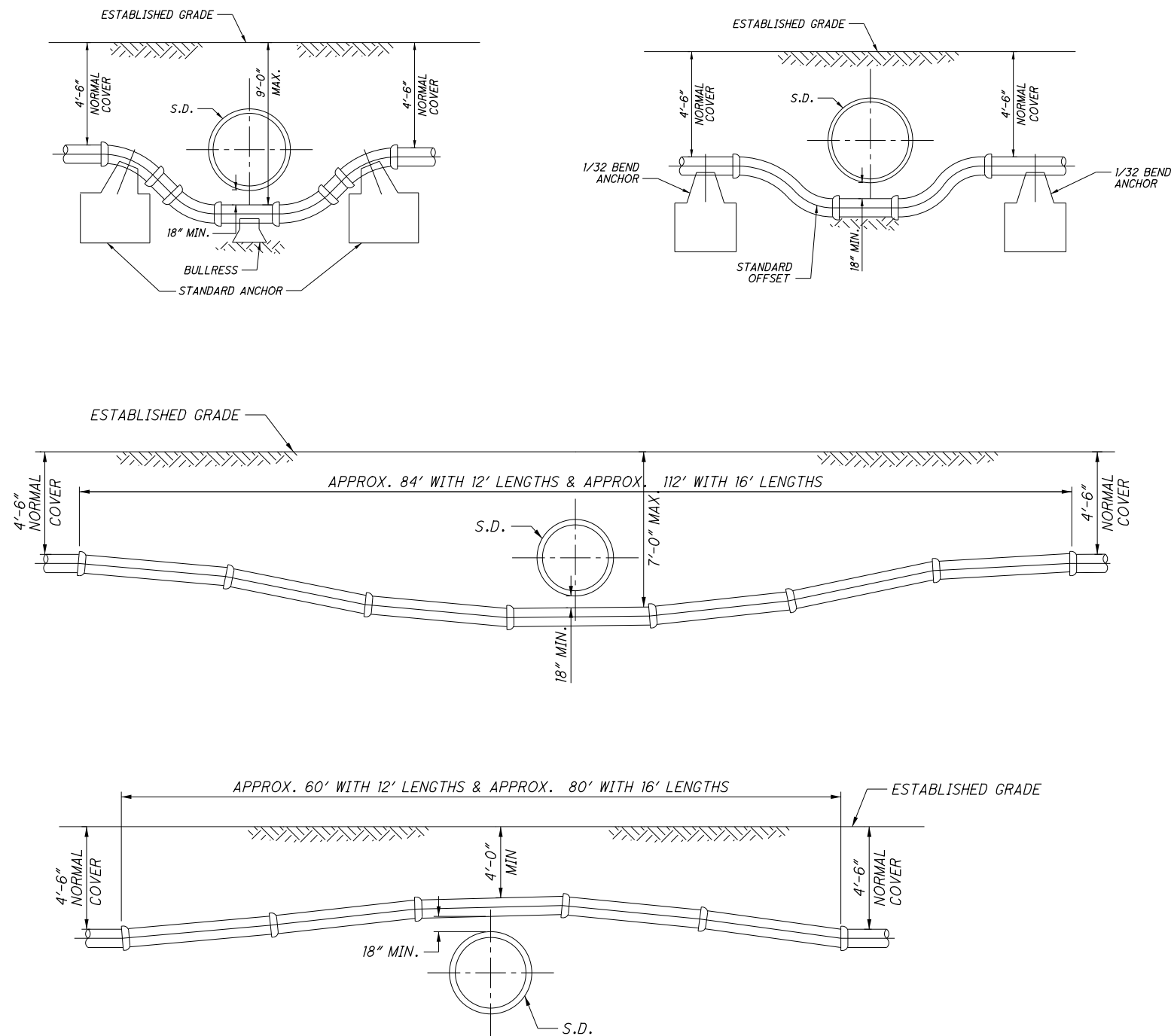
1. IF JOINT ON WATER MAIN IS WITHIN LIMITS OF SEWER TRENCH,  
INSTALL MECHANICAL BELL JOINT CLAMP
2. IF CLEARANCE IS LESS THAN 18":
  - FOR STORM SEWERS, CONCRETE ENCASE THE STORM SEWER, 6 FT.  
ON EACH SIDE OF WATER MAIN
  - FOR SANITARY SEWERS, REPLACE THE SANITARY SEWER PIPE WITH  
PVC C900 PIPE, 10 FT. ON EACH SIDE OF WATER MAIN. APPROVED  
COUPLINGS SHALL BE USED TO TIE ONTO THE EXISTING SEWER.

COST FOR THE ABOVE SHALL BE INCLUDED IN THE UNIT PRICES BID FOR ALL ITEMS IN THE PROPOSAL.

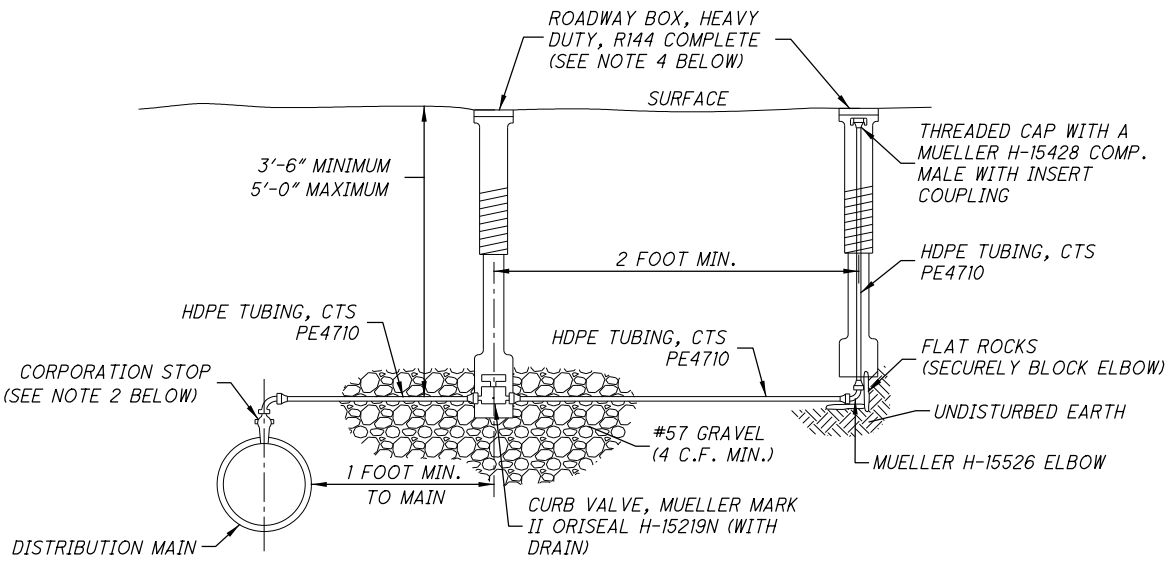
3. IN NO CASE SHALL THE SEWER PIPE CONTACT ANY WATER MAIN,  
SERVICE LINE OR APPURTENANCE.

VERTICAL WATER MAIN CLEARANCE  
(C186)

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WATER MAIN CROSSING STORM DRAIN  
(C187)  
REV 10/22/2013



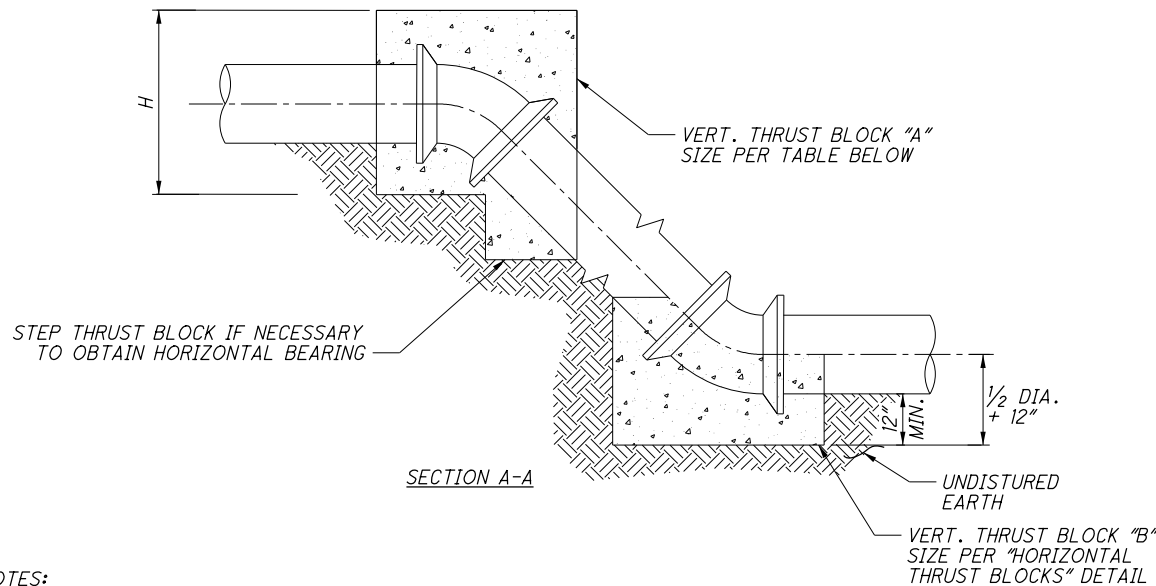
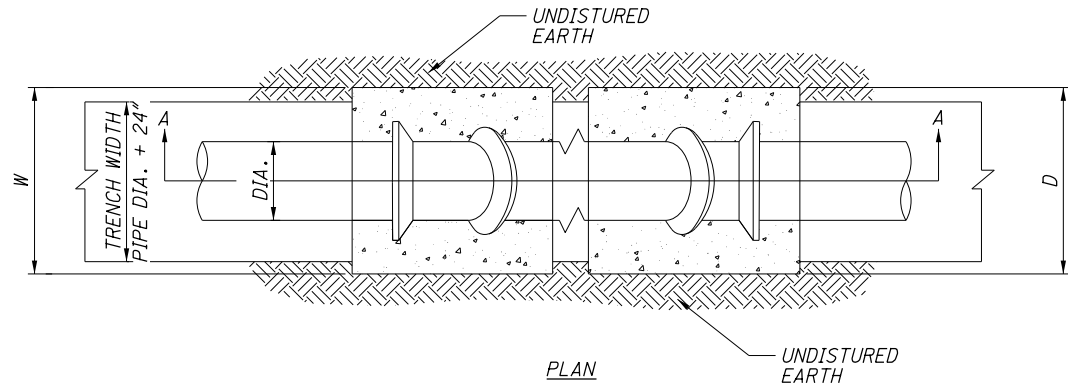
- NOTES:**
- 1.) TO BE USED ON MAINS UP TO AND INCLUDING 12 INCHES.
  - 2.) CORPORATION STOP AND ASSEMBLY SHALL BE AS FOLLOWS:
    - 3/4" X 1" CORP. STOP ON DIP (6" AND 8" MAINS):  
INSTALL AT A 90° ANGLE, A MUELLER B-25000 CORPORATION STOP WITH A MUELLER H-15067 ELBOW.
    - 3/4" X 1" CORP. STOP ON PVC C909 (6" AND 8" MAINS):  
INSTALL AT A 90° ANGLE, A MUELLER B-25000 CORPORATION STOP WITH A MUELLER H-15067 ELBOW AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).
    - 1" CORP. STOP ON DIP (MAINS 12" AND UP):  
INSTALL AT A 90° ANGLE, A MUELLER B-25000 CORPORATION STOP WITH A MUELLER H-15067 ELBOW.
    - 1" CORP. STOP ON PVC C909 (MAINS 12" AND UP):  
INSTALL AT A 90° ANGLE, A MUELLER B-25000 CORPORATION STOP WITH A MUELLER H-15067 ELBOW AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).
    - 1 1/2" CORP. STOP (ALL MAIN SIZES):  
INSTALL AT A 90° ANGLE, A MUELLER B-25000 CORPORATION STOP WITH A MUELLER H-15068 ELBOW AND A MUELLER H-15071 COMPRESSION FEMALE WITH INSERT COUPLING. ASSEMBLY SHALL ALSO CONSIST OF A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).
    - 2" CORP. STOP (ALL MAIN SIZES):  
INSTALL AT A 90° ANGLE, A MUELLER H-10003 CORPORATION STOP WITH 2" IRON TOP, A MUELLER H-15533 ELBOW AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).

- 3.) BRASS REDUCING BUSHINGS OR SWIVEL ELLS WILL NOT BE ALLOWED.
- 4.) HEAVY DUTY VALVE BOXES, COMPLETE, MUST BE USED IN PLACE OF ROADWAY BOXES WHEN LOCATED IN ROADWAYS OR ASPHALT DRIVES.
- 5.) APPROVED EQUALS MAY BE USED IN PLACE OF SPECIFIED ITEMS.

MANUAL AIR RELEASE VALVE  
(C255)  
REV 11/25/2020



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NOTES:

PIPE, BOLTS, NUTS AND FITTINGS SHALL BE WRAPPED WITH POLYETHYLENE FILM TO PREVENT CORROSION AND CONCRETE ADHESION.

THRUST BLOCKS TO BE CENTERED ON BEND HORIZONTALLY.

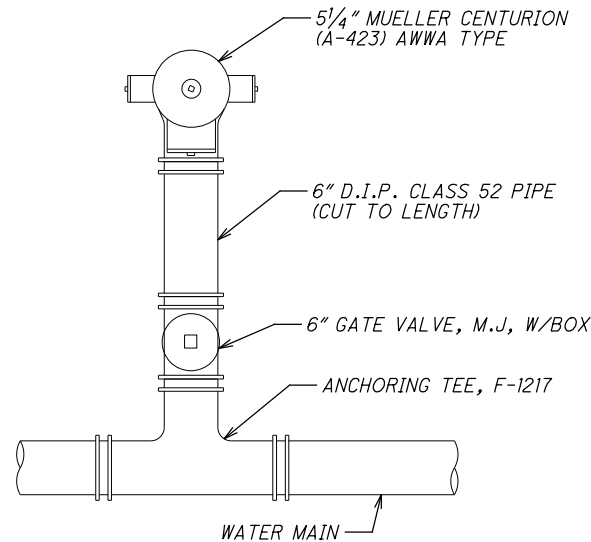
THRUST BLOCK 'A' SHALL BE OFF CENTERED ON BEND VERTICALLY TO SHIFT THE MAJORITY OF THE BLOCK ABOVE THE FITTING.

ALL JOINTS TO BE MEGALUGGED.

CONCRETE THRUST BLOCKS TO BE PLACED ON ALL VERTICAL BENDS.

SIZE OF PIPE	DEGREE OF BEND											
	11 1/4°				22 1/4°				45°			
	L	W	H	V (cy)	L	W	H	V (cy)	L	W	H	V (cy)
6"	12	48	18	0.2	15	43	36	0.5	28	55	24	0.8
8"	12	63	24	0.4	18	57	34	0.7	36	57	33	1.4
12"	20	54	36	0.8	37	62	37	1.7	48	62	51	3.1
16"	31	65	38	1.6	55	65	39	3.0	65	65	65	5.6
20"	40	56	50	2.4	57	66	59	4.8	82	74	68	8.8
24"	48	60	60	3.5	67	72	66	6.9	91	91	72	12.7

CONCRETE THRUST BLOCKS FOR VERTICAL BENDS ON WATER MAINS (POURED IN PLACE, CLASS C) (C147) REV 4/22/2015



HYDRANT SETTINGS CONSIST OF HYDRANT, VALVE, VALVE BOX, FITTINGS AND MATERIALS SHOWN OR SPECIFIED WHICH ARE NEEDED FOR PROPER INSTALLATION.

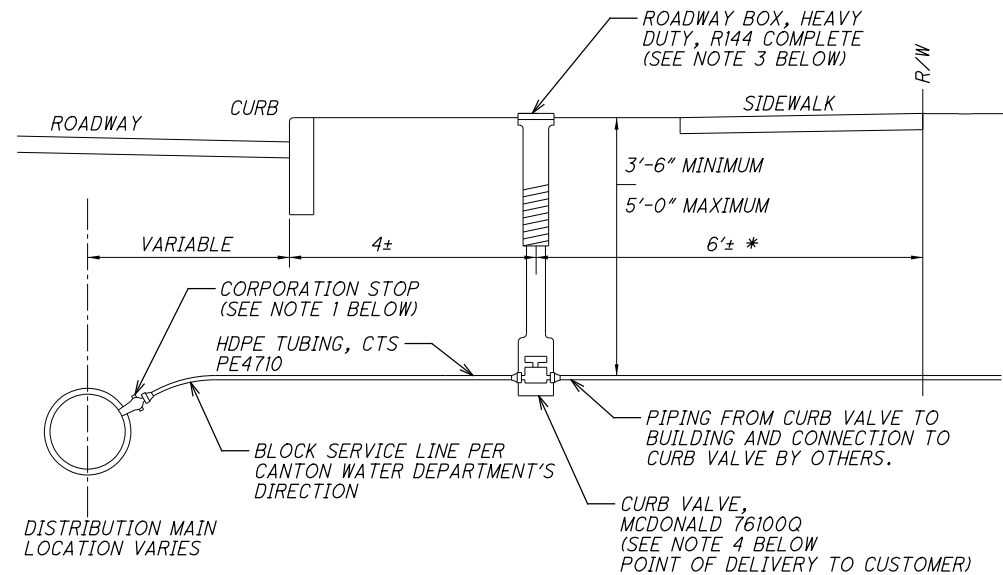
SEE SPECIFICATIONS FOR MORE INFORMATION ABOUT MATERIALS, SETTINGS HYDERANTS AND DRAINAGE REQUIREMENTS.

IF RESTRAINED JOINT FITTINGS CANNOT BE USED, (2) TIE RODS AND (4) EYE BOLTS WITH NUTS AND WASHERS MUST BE USED.

FIGURES SUCH AS F-1217 INDICATE CLOW CORPORATION STYLES. USE THIS BRAD OR APPROVED EQUAL.

ALL HYDRANT ARE TO BE INSTALLED WITH THE PUMPER NOZZLE FACING THE STREET.

HYDRANT CONNECTION (C70) REV 4/5/1989



NOTES:

1.) A 1" SERVICE ON A 6" OR 8" MAIN SHALL CONSIST OF A 3/4" TAP WITH A 3/4" X 1" CORP.

2.) CORPORATION STOP AND ASSEMBLY SHALL BE AS FOLLOWS:

3/4" X 1" CORP. STOP ON DIP (6" AND 8" MAINS):  
INSTALL AT THE 2:00 POSITION, A MUELLER B-25008 CORPORATION STOP WITH A COMPRESSION CONNECTION.

3/4" X 1" CORP. STOP ON PVC C909 (6" AND 8" MAINS):  
INSTALL AT THE 2:00 POSITION, A MUELLER B-25008 CORPORATION STOP WITH A COMPRESSION CONNECTION AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).

1" CORP. STOP ON DIP (MAINS 12" AND UP):  
INSTALL AT THE 2:00 POSITION, A MUELLER B-25008 CORPORATION STOP WITH A COMPRESSION CONNECTION.

1" CORP. STOP ON PVC C909 (MAINS 12" AND UP):  
INSTALL AT THE 2:00 POSITION, A MUELLER B-25008 CORPORATION STOP WITH A COMPRESSION CONNECTION AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).

1 1/2" CORP. STOP (ALL MAIN SIZES):  
INSTALL AT THE 2:00 POSITION, A MUELLER B-25008 CORPORATION STOP WITH A COMPRESSION CONNECTION AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).

1 1/2" X 2" CORP. STOP (ALL MAIN SIZES):  
INSTALL AT THE 2:00 POSITION, A MUELLER B-25008 CORPORATION STOP WITH A COMPRESSION CONNECTION AND A FORD, STAINLESS STEEL, EPOXY COATED TAPPING SADDLE (FC202 STYLE).

3.) A SERVICE CLAMP MUST BE USED WHEN THE MAIN SIZE IS 2 INCH OR SMALLER.

4.) HEAVY DUTY VALVE BOXES, COMPLETE, MUST BE USED IN PLACE OF ROADWAY BOXES WHEN THE CURB VALVE IS LOCATED IN ROADWAYS OR ASPHALT DRIVES.

5.) WHEN CONNECTING A NEW 1" SERVICE TO AN EXISTING 3/4" SERVICE, THE CURB VALVE SIZE SHALL BE A 1" X 3/4" REDUCING CURB VALVE.

6.) BRASS REDUCING BUSHINGS OR SWIVEL ELLS WILL NOT BE ALLOWED.

7.) APPROVED EQUALS MAY BE USED IN PLACE OF SPECIFIED ITEMS.

TYPICAL WATER SERVICE (C94) REV 9/15/2019

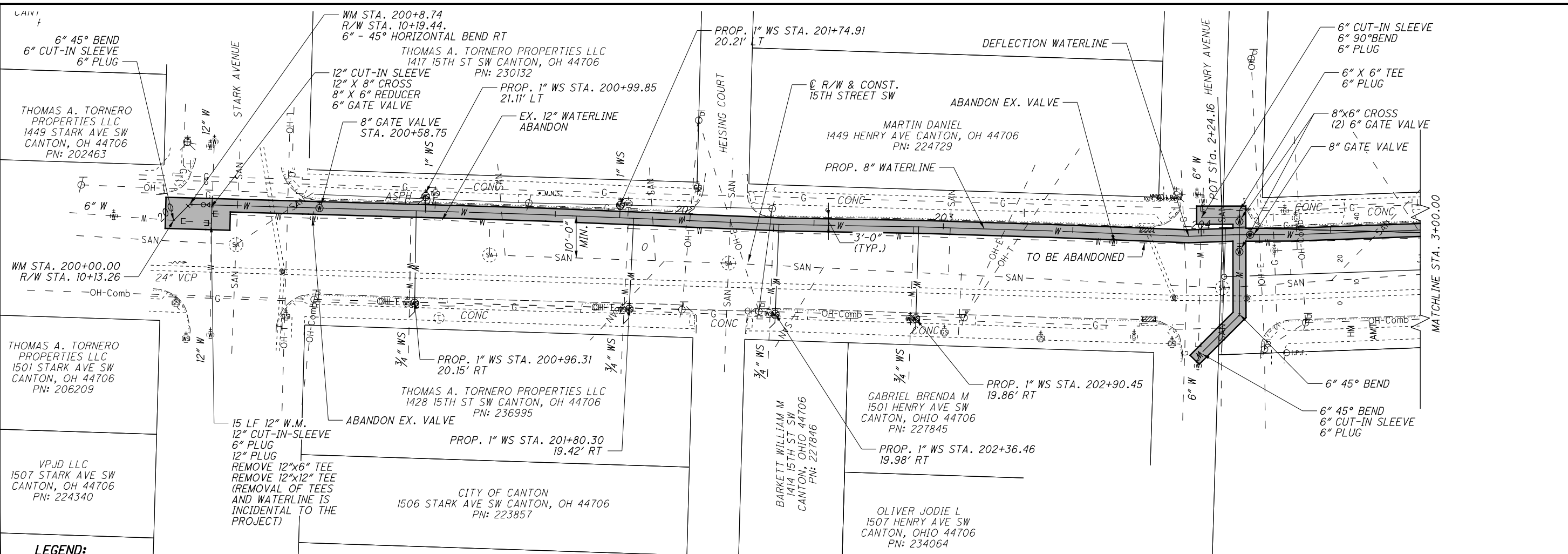
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WATERLINE DETAILS (3 OF 3)

STA -15SW -13.50

26  
53

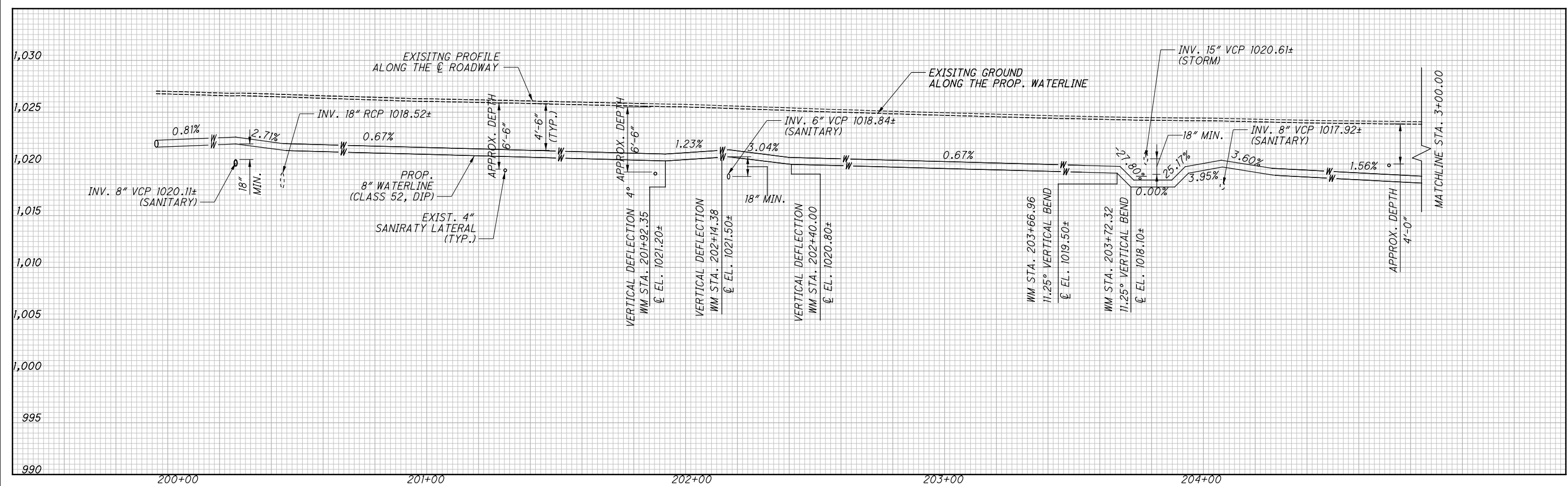
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**LEGEND:**

PAVEMENT REPLACEMENT FOR WATERLINE TRENCH

PLAN



  
HORIZONTAL  
SCALE IN FEET

CALCULATED  
CHECKED

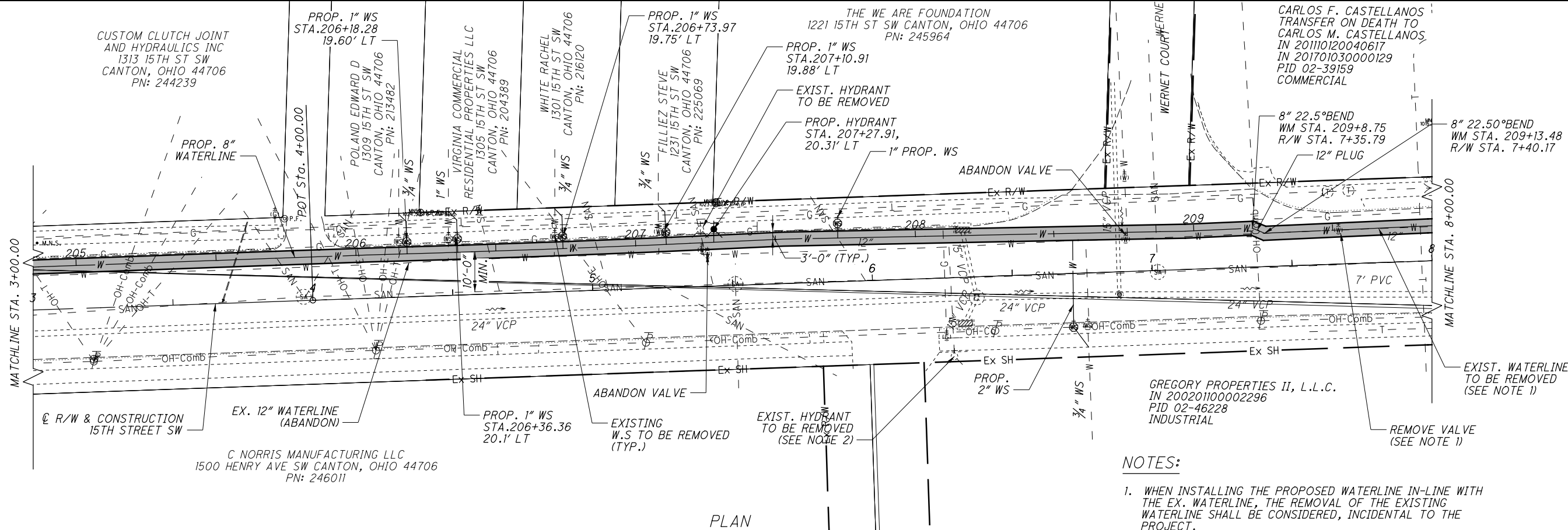
**WATERLINE PLAN AND PROFILE**  
**STATION 0+00.00 TO STATION 3+00.00**

STA-15SW-13.50

27  
53

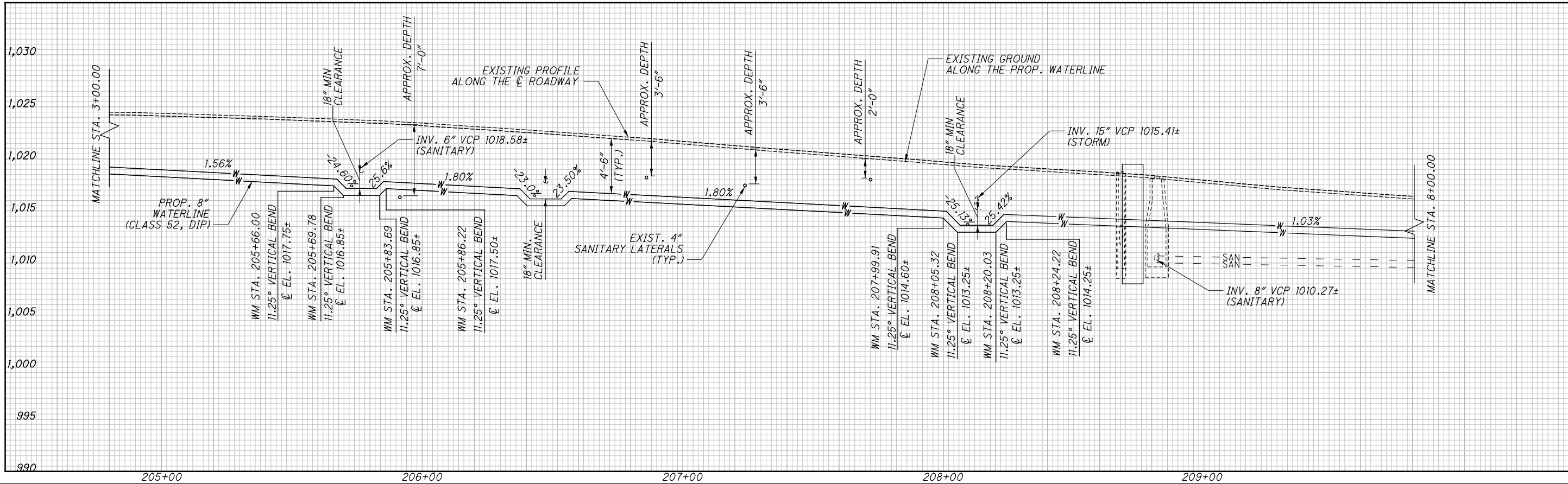
LEGEND:

PAVEMENT REPLACEMENT FOR WATERLINE TRENCH, PAYMENT INCLUDED WITH WATER MAIN



NOTES:

1. WHEN INSTALLING THE PROPOSED WATERLINE IN-LINE WITH THE EX. WATERLINE, THE REMOVAL OF THE EXISTING WATERLINE SHALL BE CONSIDERED, INCIDENTAL TO THE PROJECT.
2. PRIOR TO REMOVING THE HYDRANT ON THE SOUTH SIDE OF 15TH STREET, THE CONTRACTOR SHALL VERIFY THAT THE HYDRANT LEAD COMES OFF THE EX. 12" WATERLINE, AS PER PLAN. IF IT DOES NOT AND COMES FROM GREGORY INDUSTRIES, THEN THE CONTRACTOR SHALL CONTACT THE WATER DEPARTMENT FOR FURTHER DIRECTION. THIS WORK SHALL BE COVERED IN THE HYDRANT REMOVAL BID ITEM.

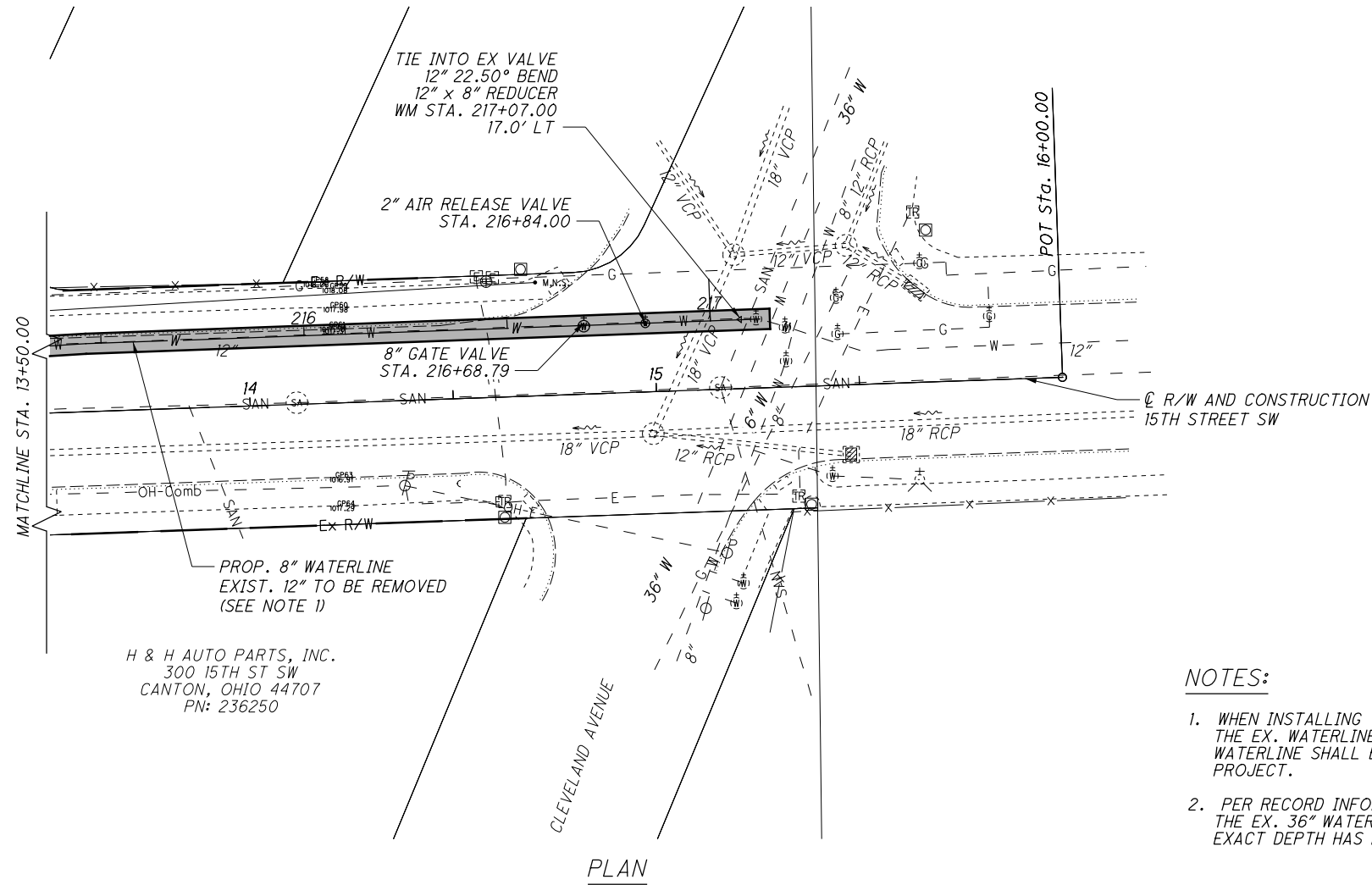




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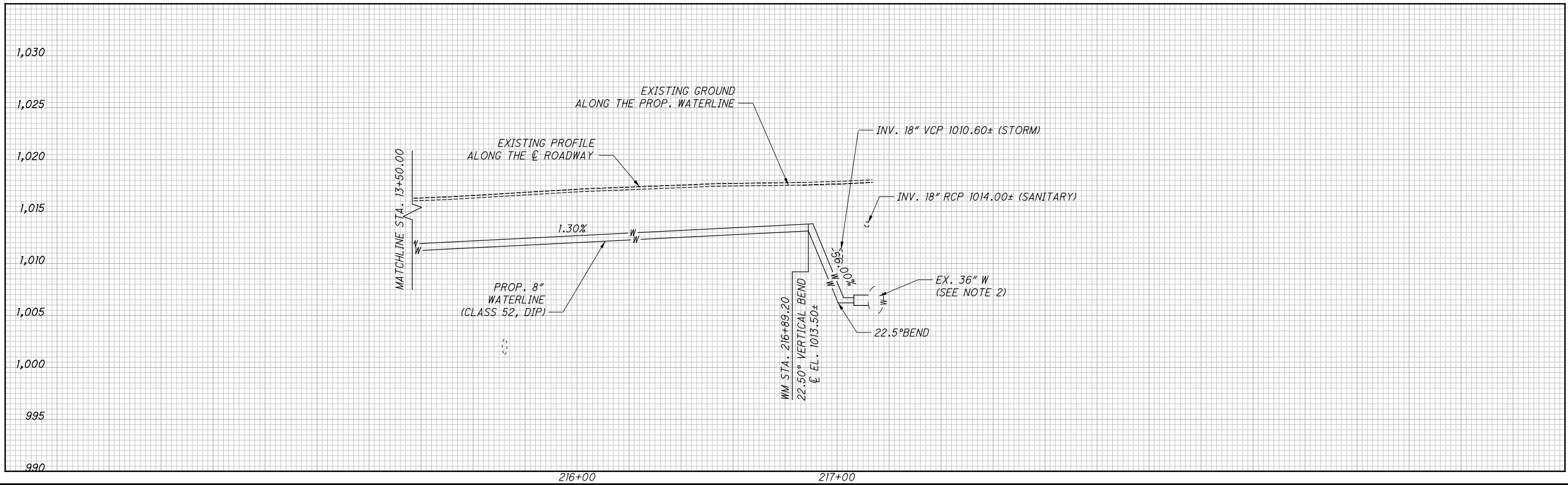
LEGEND:

PAVEMENT REPLACEMENT FOR  
WATERLINE TRENCH, PAYMENT  
INCLUDED WITH WATER MAIN



NOTES:

1. WHEN INSTALLING THE PROPOSED WATERLINE IN-LINE WITH THE EX. WATERLINE, THE REMOVAL OF THE EXISTING WATERLINE SHALL BE CONSIDERED, INCIDENTAL TO THE PROJECT.
2. PER RECORD INFORMATION, THE DEPTH TO THE TOP OF THE EX. 36\"/>



0

10

20

40

HORIZONTAL  
SCALE IN FEET

CALCULATED

HM

CHECKED

AMT

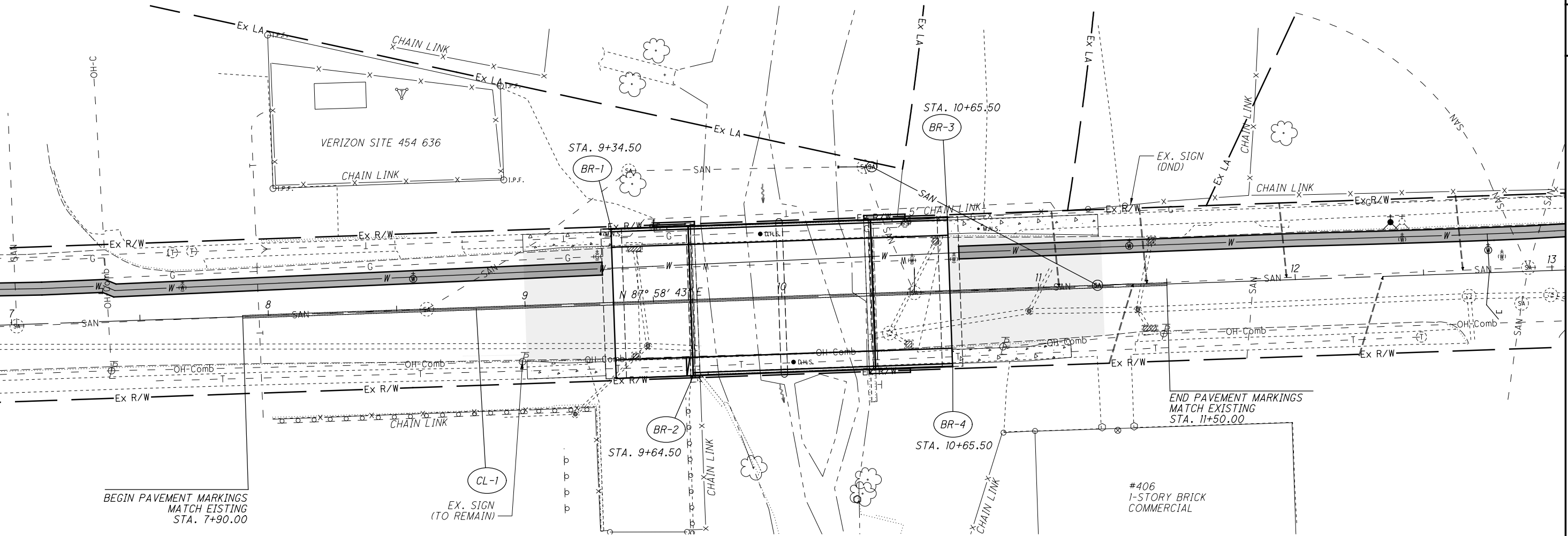
WATERLINE PLAN AND PROFILE

STATION 13+50.00 TO STATION 16+00.00

STA -15SW -13.50

30  
53

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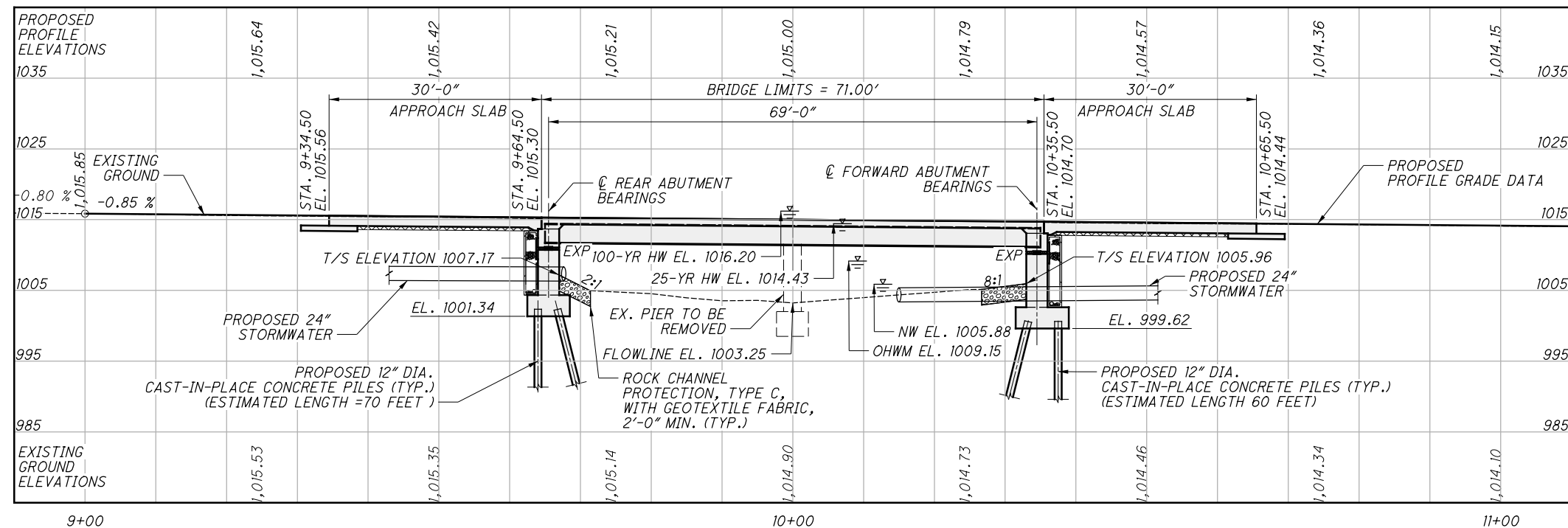
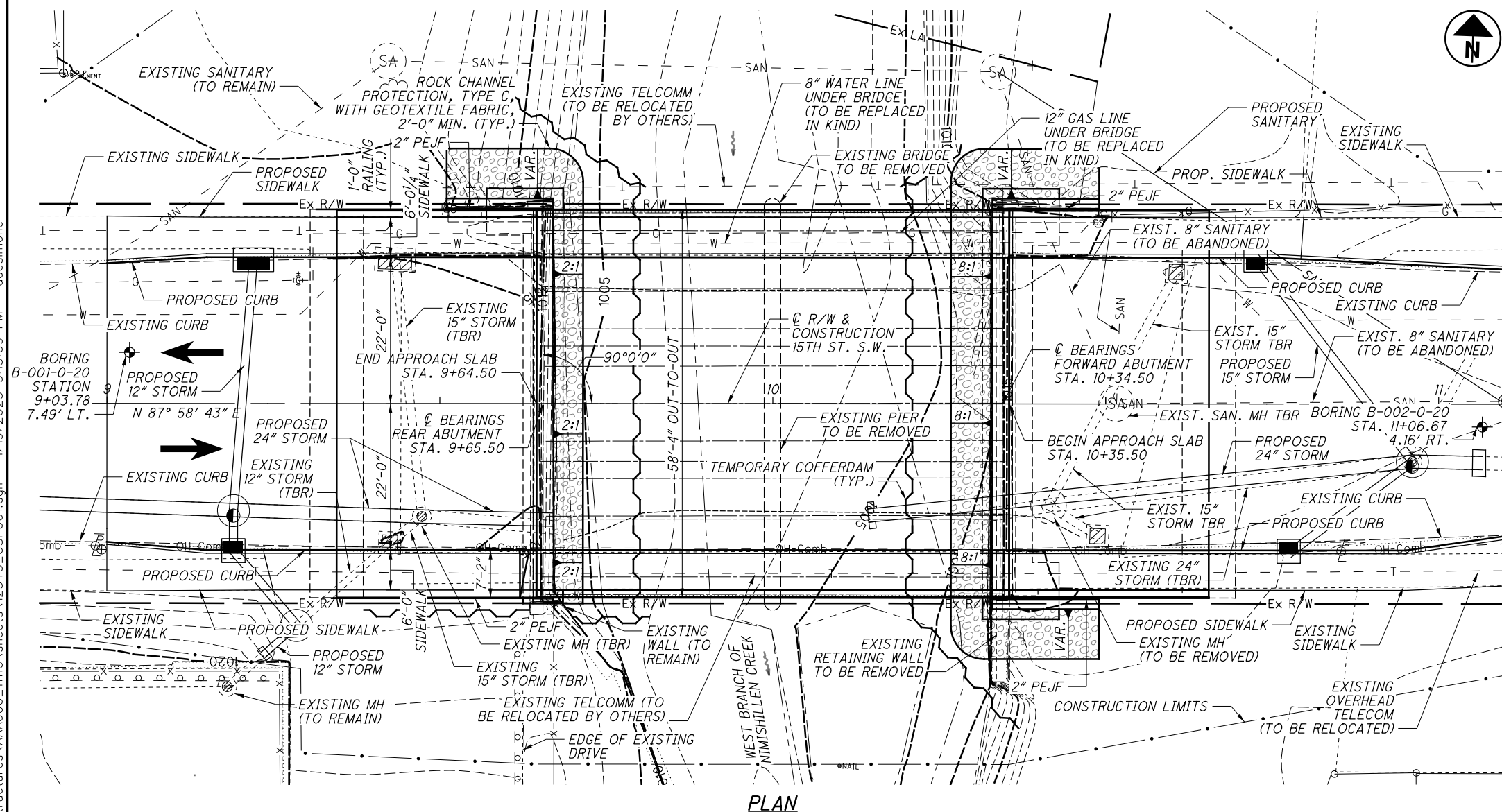
THE FOLLOWING ITEMS HAVE BEEN INCLUDED IN THE PLANS AND CARRIED TO THE GENERAL SUMMARY FOR THE PURPOSE OF TRAFFIC CONTROL:

- CL ITEM 642 - CENTER LINE, TYPE 1 0.07 MILE
- BR ITEM 626 - BARRIER REFLECTOR, TYPE 1 4 EACH



TRAFFIC CONTROL PLAN

STA -15SW -13.50



DECK AREA: 4142 SQ. FT.



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GENERAL NOTES:

REFERENCE SHALL BE MADE TO THE FOLLOWING ODOT STANDARD BRIDGE DRAWINGS:

AS-1-15	REVISED	7/17/15
AS-2-15	REVISED	1/18/19
BR-2-15	REVISED	1/21/22
GSD-1-19	DATED	1/15/21
SICD-1-21	REVISED	1/21/22
SICD-2-14	REVISED	1/15/21

REFER TO THE FOLLOWING SUPPLEMENTAL SPECIFICATIONS:

SS 845	DATED	04/20/2018
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DESIGN SPECIFICATIONS:

THIS STRUCTURE CONFORMS TO THE 9<sup>th</sup> EDITION OF THE "LRFD BRIDGE DESIGN SPECIFICATIONS" ADOPTED BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 2020 AND THE ODOT BRIDGE DESIGN MANUAL, 2020.

OPERATIONAL IMPORTANCE:

A LOAD MODIFIER OF 1.00 HAS BEEN ASSUMED FOR THE DESIGN OF THIS STRUCTURE IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, ARTICLE 1.3.5 AND THE ODOT BRIDGE DESGN MANUAL, 1001.3.

DESIGN LOADING:

HL-93  
FUTURE WEARING SURFACE (FWS) OF 60 POUNDS PER SQUARE FOOT.  
PEDESTRIAN LIVE LOAD OF 75 POUNDS PER SQUARE FOOT.

DESIGN DATA:

CONCRETE, CLASS QC2 - COMPRESSIVE STRENGTH 4500 PSI (SUPERSTRUCTURE)  
CONCRETE, CLASS QC1 - COMPRESSIVE STRENGTH 4000 PSI (SUBSTRUCTURE)  
REINFORCING STEEL - MINIMUM YIELD STRENGTH 60000 PSI  
STRUCTURAL STEEL - ASTM A709 GRADE 50 - YIELD STRENGTH 50000 PSI

DECK PROTECTION METHOD:

EPOXY COATED REINFORCING STEEL  
2½" CONCRETE COVER

MONOLITHIC WEARING SURFACE:

IS ASSUMED, FOR DESIGN PURPOSES, TO BE 1 INCH THICK.

DECK PLACEMENT DESIGN ASSUMPTIONS:

THE FOLLOWING ASSUMPTIONS OF CONSTRUCTION MEANS AND METHODS WERE MADE FOR THE ANALYSIS AND DESIGN OF THE SUPERSTRUCTURE. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF THE FALSEWORK SUPPORT SYSTEM WITHIN THESE PARAMETERS AND WILL ASSUME RESPONSIBILITY FOR SUPERSTRUCTURE ANALYSIS FOR DEVIATION FROM THESE DESIGN ASSUMPTIONS.

AN EIGHT WHEEL FINISHING MACHINE WITH A MAXIMUM WHEEL LOAD OF 2.87 KIPS.

A MINIMUM OUT-TO-OUT WHEEL SPACING AT EACH END OF THE MACHINE OF 103 INCHES.

A MAXIMUM SPACING OF OVERHANG FALSEWORK BRACKETS OF 48 INCHES.

A MAXIMUM DISTANCE FROM THE CENTERLINE OF THE FASCIA GIRDER TO THE FACE OF THE SAFETY HANDRAIL OF 65 INCHES.

ITEM 202, PORTIONS OF STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN:

IN ORDER TO MAINTAIN THE EXISTING STREAM HYDRAULIC BEHAVIOR, REMOVE THE EXISTING BRIDGE PIER TO THE ELEVATION OF THE AVERAGE STREAM BOTTOM AT THE PIER. IF THE PIER IS REMOVED BELOW THIS ELEVATION, BACKFILL THE VOID WITH ROCK CHANNEL PROTECTION PER ITEM 601 TYPE C TO EQUAL THE BOTTOM OF STREAM.

PILE DESIGN LOADS (ULTIMATE BEARING VALUE:)

THE ULTIMATE BEARING VALUE IS 256 KIPS PER PILE FOR THE REAR ABUTMENT PILES. THE ULTIMATE BEARING VALUE IS 214 KIPS PER PILE FOR THE FORWARD ABUTMENT PILES. THE UBV FOR THE REAR ABUTMENT PILES INCLUDES AN ADDITIONAL 54 KIPS PER PILE DUE TO THE POSSIBILITY OF LOSING 35.3 FT. OF FRICTIONAL RESISTANCE DUE TO SCOUR. THE UBV FOR THE FORWARD ABUTMENT INCLUDES 49 KIPS DUE TO THE POSSIBILITY OF LOSING 33.6 FEET OF FRICTIONAL RESISTANCE DUE TO SCOUR. DRIVE PILES TO THE UBV OR TO A TIP ELEVATION OF 936 (REAR ABUTMENT) OR 940 (FORWARD ABUTMENT) WHICHEVER IS DEEPER.

REAR ABUTMENT PILES:  
12" DIAMETER PILES 75 FEET LONG, ORDER LENGTH. PLUS 1 DYNAMIC LOAD TESTING ITEM  
FORWARD ABUTMENT PILES:  
12" DIAMETER PILES 65 FEET LONG, ORDER LENGTH. PLUS 1 DYNAMIC LOAD TESTING ITEM

ITEM 513 - STRUCTURAL STEEL, LEVEL 3, AS PER PLAN:

PRE-FABRICATION MEETING:

IN ADDITION TO THE PRE-FABRICATION MEETING REQUIREMENTS UNDER 513.07, BOTH THE FABRICATOR'S QUALITY CONTROL SPECIALIST, (QCS) AND METALIZERS'S QCS COATING APPLICATOR SHALL BE PRESENT AND DISCUSS METHODS OF OPERATION, QUALITY CONTROL, INCLUDING REPAIRS, TRANSPORTATION, ERECTION METHODS TO ACCOMPLISH ALL PHASES OF THE PREPARATION AND COATING WORK REQUIRED BY THIS SPECIFICATION.

COATINGS:

ALL STEEL SURFACES SHALL BE CLEANED AND METALIZED. THE THICKNESS OF THE COATING SHALL BE 254 MICROMETERS MINIMUM SPECIFIED THICKNESS. THE WIRE USED FOR THE METALIZING SHALL CONFORM TO ASTM B833 HAVING A 99.99% ZINC - UNS Z13005 COMPOSITION. SURFACE PREPARATION AND APPLICATION SHALL CONFORM TO SSPC-CS23.00-AWS C2.3M/NACE NO 12 EXCEPT AS MODIFIED BY SS845. A SEALER MUST BE APPLIED TO METALIZED SURFACES THAT WILL BE IN CONTACT WITH CONCRETE.

SHEAR STUDS SHALL BE INSTALLED AS PER CMS SECTION 513.22.

GALVANIZING FOR TST-I-99 TUBES AND MOUNTING HARDWARE IS INCLUDED WITH ITEM 517.

ALL METALIZED SURFACES DAMAGED DUE TO SHIPPING, FIELD WELDING, INSTALLATION, OR REMOVAL OF TEMPORARY SUPPORTS SHALL BE REPAIRED. THE REPAIRS SHALL BE MADE USING METHODS ACCORDING TO SS845.

SEALER TO BE APPLIED TO THE METALIZING, SHALL BE A TWO COAT PAINT SYSTEM CONSISTING OF EPOXY INTERMEDIATE COAT AND A URETHANE FINISH COAT MEETING THE REQUIREMENTS OF CMS 708.02. PAINT ACCORDING TO 514.17 AS MODIFIED IN SS845.

THE CONTRACTOR SHALL EXERCISE EXTREME CARE IN THE HANDLING OF ALL STEEL SO AS NOT TO DAMAGE THE COATED SURFACE. ANY DAMAGE TO THE COATING DUE TO HANDLING OR CONSTRUCTION OPERATIONS SHALL BE REPAIRED PER SS845 BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE.

QUALITY CONTROL:

QUALITY CONTROL FOR THE METALIZING AND SEALING PROCESS SHALL FOLLOW SS845.

BASIS OF PAYMENT:

PAYMENT WILL BE MADE AT THE CONTRACT PRICE FOR THE ITEM 513 STRUCTURAL STEEL MEMBERS, LEVEL 3, AS PER PLAN.

ITEM 517, RAILING (CONCRETE PARAPET WITH TWIN STEEL TUBE RAILING, AS PER PLAN:

THE END PANEL OF THE RAILING AT THE SOUTH WEST CORNER OF THE BRIDGE IS LONGER THAN THE STANDARD BR-2-15. SEE SHEET 17/22 .

UTILITY COORDINATION:

THE UTILITIES SHALL BEAR ALL EXPENSE INVOLVED IN RELOCATING (INSTALLING) THE AFFECTED UTILITY LINES. THE CONTRACTOR AND UTILITIES ARE TO COOPERATE BY ARRANGING THEIR WORK IN SUCH A MANNER THAT INCONVENIENCE EITHER WILL BE HELD TO A MINIMUM. THE LOCATION OF PROPOSED UTILITY LINES IN THESE PLANS ARE PRELIMINARY FOR THIS SUBMISSION.

ITEM 638 - CONDUIT, MISC.: 8" WATERMAIN DUCTILE IRON PIPE ANSI CLASS 52, TR FLEX, AS PER PLAN

PAYMENT FOR THIS WORK SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY TO INSTALL THE 8" WATERMAIN WITHIN THE LIMITS OF THE BRIDGE AS SHOWN IN THESE PLANS. THE COST OF THE PVC CASING PIPE, THE INSULATION GROUT, INCIDENTAL MATERIALS AND LABOR SHALL BE INCLUDED WITH THIS PAY ITEM. ROLLERS AND BRACKETS NECESSARY TO ATTACH THE LINE TO THE CROSS-FRAMES WILL BE INCLUDED WITH THIS PAY ITEM. PAYMENT FOR CROSS-FRAME MATERIALS AND INSTALLATION IS INCLUDED WITH ITEM 513 STRUCTURAL STEEL MEMBERS, LEVEL 3, AS PER PLAN. ITEM 638 - CONDUIT MISC. SHALL BE BID BY THE CONTRACTOR.

THE INSALLATION SHALL BE A FOAMED IN PLACE CLOSED CELL POLYURETHANE WHICH COMPLETEY FILLS THE ANNULAR SPACE BETWEEN THE CARRIER PIPE AND THE EXTERIOR CASING. THE INSALATION SHALL HAVE THE FOLLOWING PHYSICAL PROPERTIES:  
MINIMUM DENSITY (LB/CU. FT.) 2.1 ASTM D-1622  
"K" FACTOR BTU/HR. SQ. FT. °F/IN 0.147 ASTM C-518  
90-95% CLOSED CELL ASTM D-2856

THE EXTERIOR CASING SHALL BE SEAMLESS, EXTRUDED WHITE PVC (JACKET OUTSIDE DIAMETER = 14.32") TYPE 1, GRADE 1, CLASS 12454-B PER ASTM D-1784  
NO TAPE CASINGS WILL BE ALLOWED.

DOMINION ENERGY OHIO

CONTRACTOR SHALL COORDINATE WITH DOMINION ENERGY OHIO FOR DETAILS TO CONNECT THE GAS LINE TO THE BRIDGE IN THE LOCATION SHOWN IN THESE PLANS AS WELL AS THE SEQUENCE OF CONSTRUCTION. ALL MATERIAL, LABOR, AND INCIDENTALS TO ADD ATTACHMENTS TO THE BRIDGE SHALL BE PAID BY FOR BY DOMINION ENERGY OHIO.

ABBREVIATIONS:

BRG.	-	BEARINGS
C/C	-	CENTER TO CENTER
C.J.	-	CONSTRUCTION JOINT
CLR.	-	CLEAR
DIA.	-	DIAMETER
E.F.	-	EACH FACE
EQ.	-	EQUAL
EXIST.	-	EXISTING
EXP.	-	EXPANSION
F.A.	-	FORWARD ABUTMENT
MIN.	-	MINIMUM
PEJF	-	PREFORMED EXPANSION JOINT FILLER
R.A.	-	REAR ABUTMENT
R/W	-	RIGHT OF WAY
SPA.	-	SPACING/SPACES
ST.	-	STREET
S.W.	-	SOUTH WEST
TYP.	-	TYPICAL

DESIGN AGENCY  
**PRIMEITY**  
8415 RIVERSIDE PL  
Columbus Ohio 43240

DATE  
1/27/2021  
STN  
STRUCTURE FILE NUMBER  
7661770

DRAWN  
HM  
CHECKED  
BTJ

REVIEWED  
STN  
STRUCTURE FILE NUMBER  
7661770

GENERAL NOTES (1 OF 2)  
BRIDGE NO. STA-15SW-1350  
15TH ST. S.W. OVER WEST BRANCH OF NIMISHILLEN CREEK

STA -15SW -1350

2 / 22

33  
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STA-15SW-13.50 ESTIMATED QUANTITIES					MADE BY BTJ		CHECKED BY EJS	
					DATE 4/1/2022		DATE 4/11/2022	
ITEM	ITEM EXT.	TOTAL	UNITS	DESCRIPTION	STA-15SW-13.50			SHT. REF.
		03/IMS/BR			ABUTS.	SUPER.	GENERAL	
202	11003	LS	LS	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN			LS	2 / 22
202	22900	210	SY	APPROACH SLAB REMOVED			210	
503	11100	LS	LS	COFFERDAMS AND EXCAVATION BRACING	LS			
503	21100	208	CY	UNCLASSIFIED EXCAVATION	208			
505	11100	LS	LS	PILE DRIVING EQUIPMENT MOBILIZATION			LS	
507	00500	2380	FT	12" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN	2380			
507	00550	2565	FT	12" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED	2565			
509	10000	61836	LB	EPOXY COATED REINFORCING STEEL	18937	36994	5905	
511	33500	2	EACH	SEMI-INTEGRAL DIAPHRAGM GUIDE		2		
511	34446	166	CY	CLASS QC2 CONCRETE WITH QC/QA, BRIDGE DECK		166		
511	43512	193	CY	CLASS QC1 CONCRETE WITH QC/QA, ABUTMENT INCLUDING FOOTING	193			
511	46012	26	CY	CLASS QC1 CONCRETE WITH QC/QA, RETAINING/WINGWALL NOT INCLUDING FOOTING	26			
511	51512	52	CY	CLASS QC2 CONCRETE WITH QC/QA, SIDEWALK	52			
512	10100	331	SY	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	88	243		
512	10050	192	SY	SEALING OF CONCRETE SURFACES (NON-EPOXY)		192		
513	10061	117042	LB	STRUCTURAL STEEL MEMBERS, LEVEL 3, AS PER PLAN		117042		2 / 22
513	20000	1401	EACH	WELDED STUD SHEAR CONNECTORS		1401		
516	13600	6	SF	1" PREFORMED EXPANSION JOINT FILLER	6			
516	13900	167	SF	2" PREFORMED EXPANSION JOINT FILLER	167			
516	14020	134	FT	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL	134			
516	44100	14	EACH	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE); T = 2.55"	14			
517	75121	232	FT	RAILING (CONCRETE PARAPET WITH TWIN STEEL TUBE RAILING), AS PER PLAN			232	2 / 22
518	21200	70	CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	70			
518	40000	138	FT	6" PERFORATED CORRUGATED PLASTIC PIPE	138			
518	40010	34	FT	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	34			
526	30000	389	SY	REINFORCED CONCRETE APPROACH SLAB (T=17")			389	
526	90010	117	FT	TYPE A INSTALLATION			117	
638	98600	97	FT	WATER WORK, MISC.: 8" WATERMAIN DUCTILE IRON PIPE ANSI CLASS 52, TR FLEX, AS PER PLAN			97	2 / 22

DESIGN AGENCY  
**PRIME**  
8415 Paulding Road  
Columbus Ohio 43240

DATE  
12/1/2022

REVIEWED  
AMT

DRAWN  
BTJ

DESIGNED  
BTJ

STRUCTURE FILE NUMBER  
7661770

REVISED

CHECKED  
EJS

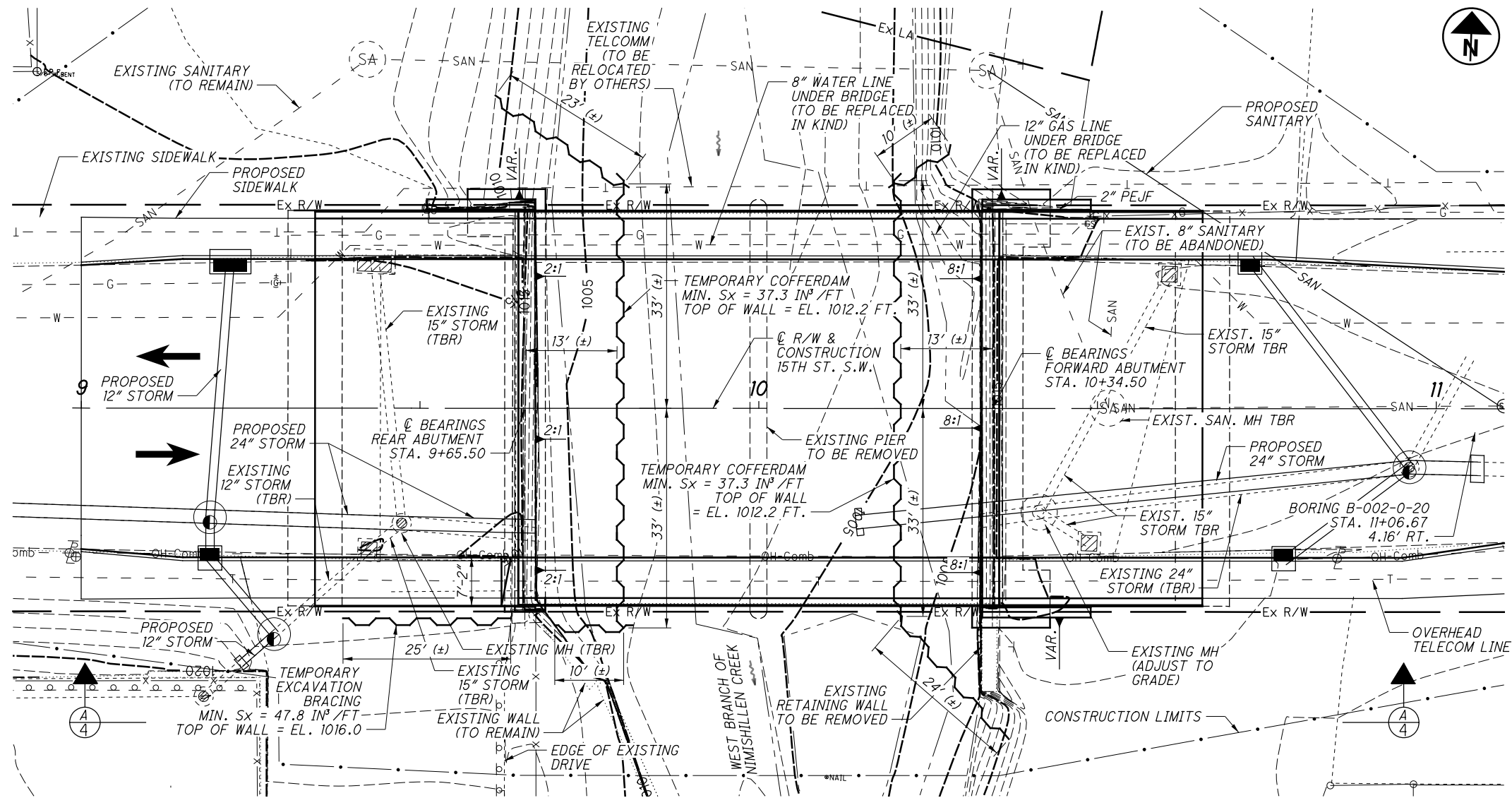
**ESTIMATE QUANTITIES**  
BRIDGE NO. STA-15SW-1350  
15TH ST. S.W. OVER WEST BRANCH OF NIMISHILLEN CREEK

**STA-15SW-1350**

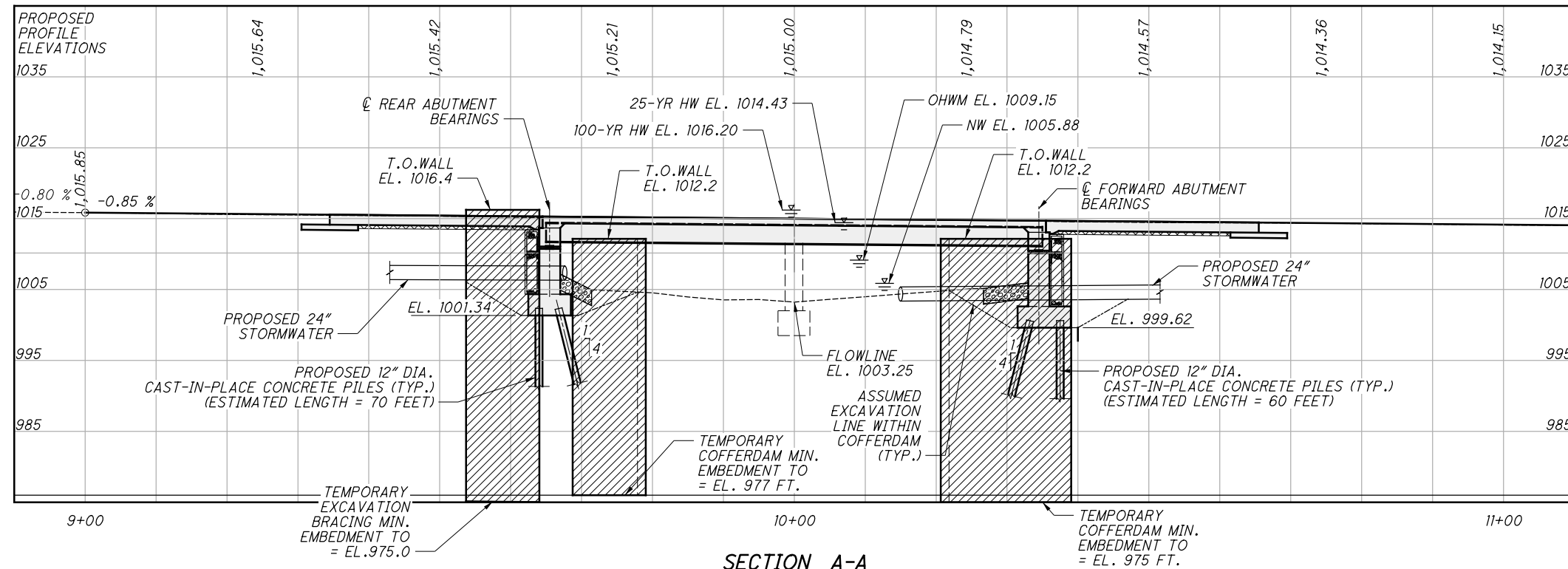
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TEMPORARY BRACING AND COFFERDAM PLAN

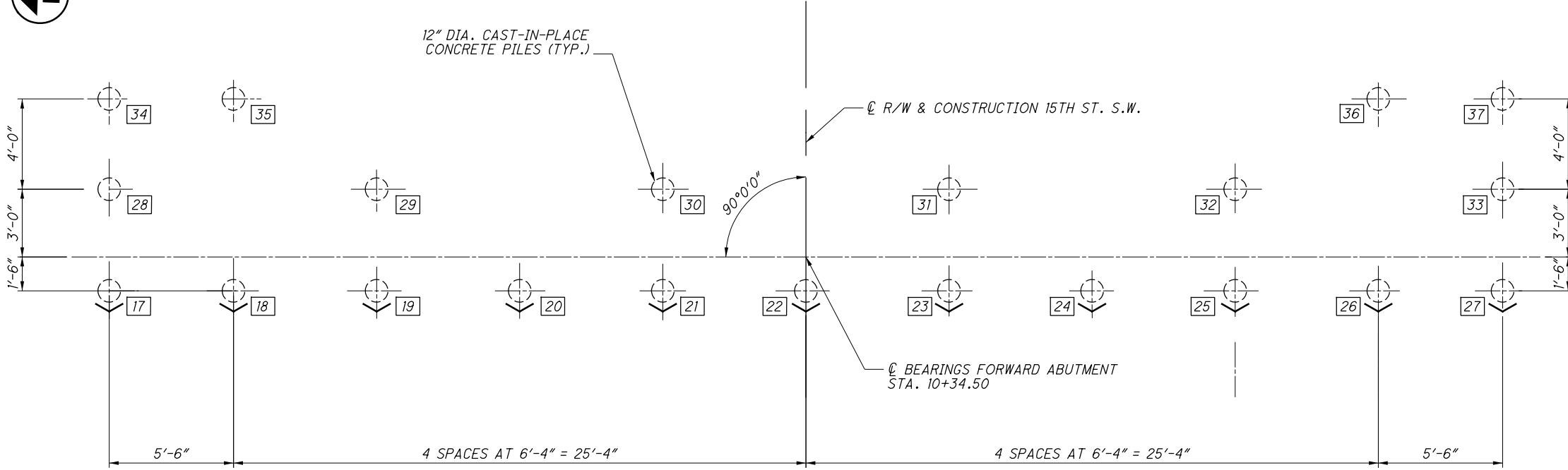


SECTION A-A

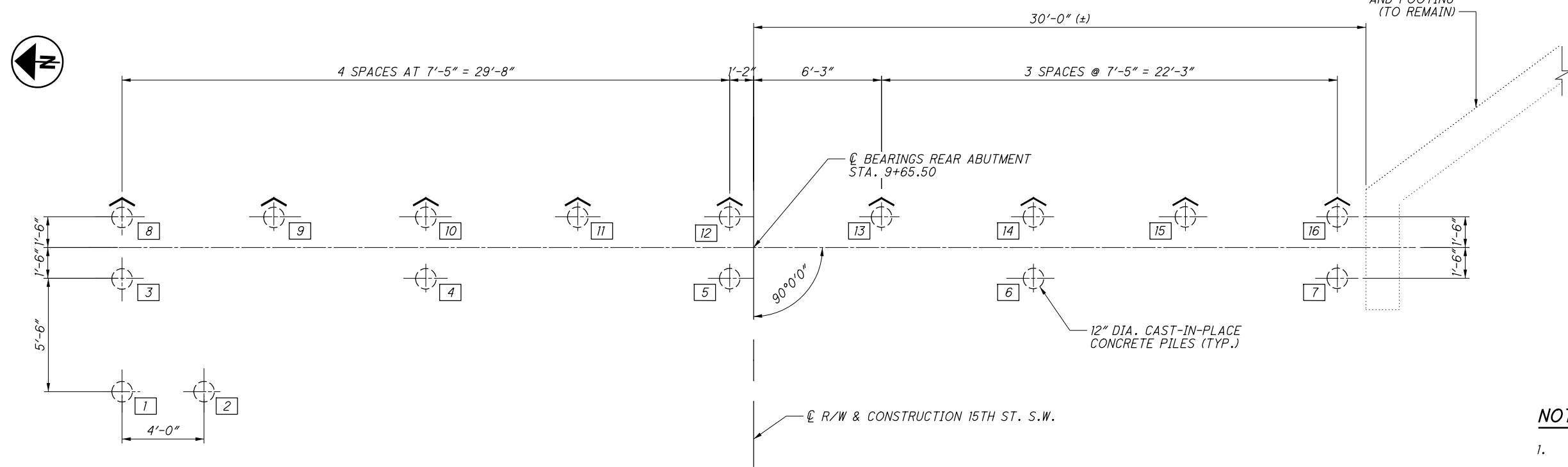
NOTES

- EXISTING BRIDGE TO BE REMOVED.
- TOP OF COFFERDAM WALL IS BASED ON ORDINARY HIGH WATER MARK ELEVATION PLUS 3'-0" PER ITEM 503.
- PRIOR TO CONSTRUCTION OF COFFERDAM, DETERMINE LOCATION OF AND AVOID DAMAGING ALL UTILITIES SHOWN ON PLAN THAT LIE WITHIN THE CONSTRUCTION LIMITS AND THAT MAY IMPACT THE INSTALLATION OF SHEET PILING INCLUDING ALONG EQUIPMENT PATHS AND ACCESS ROADS.
- COFFERDAM IS TO BE WATERTIGHT.
- CARE SHALL BE TAKEN NOT TO DISTURB THE FOUNDATION OF THE EXISTING RETAINING WALL AT THE RIGHT REAR CORNER OF THE BRIDGE. THE FOUNDATION OF THE WALL IS UNKNOWN.
- COFFERDAM AND TEMPORARY EXCAVATION BRACING IS PAID FOR UNDER ITEM 503.
- BOTTOM SURFACE OF THE STREAM MAY VARY SIGNIFICANTLY. IT WAS ASSUMED FOR DESIGN PURPOSES THAT THE DEPTH OF THE RIVER BOTTOM FROM TOP OF WALL IS 6 FEET ON THE RIVER SIDE AT FLOOD CONDITIONS, AND DEPTH OF THE EXCAVATION ON THE INSIDE OF THE COFFERDAM IS AN AVERAGE 9 FEET FROM TOP OF WALL. THE SHEET PILE EMBEDMENT IS BASED ON THESE DEPTHS. IF THESE DEPTHS ARE HIGHER ON THE RIVER SIDE, OR LOWER ON THE INSIDE OF COFFERDAM THEN A NEW DESIGN MAY BE NECESSARY.
- COFFERDAM IS ASSUMED TO BE STEEL SHEET PILING WITH A MINIMUM SECTION MODULUS (Sx) AS SHOWN IN PLAN.

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FORWARD ABUTMENT FOUNDATION PLAN



REAR ABUTMENT FOUNDATION PLAN

LEGEND

- 12 INDICATES PILE NUMBER
- INDICATES 12" DIA. CAST-IN-PLACE CONCRETE PILES
- INDICATES 12" DIA. CAST-IN-PLACE CONCRETE PILES BATTERED 4:1 IN DIRECTION OF ARROW

☐ PILE LOCATIONS		
PILE NO.	STA.	OFFSET
#1	9+58.50	30.83' LT.
#2	9+58.50	26.83' LT.
#3	9+64.00	30.83' LT.
#4	9+64.00	16.00' LT.
#5	9+64.00	1.16' LT.
#6	9+64.00	13.66' RT
#7	9+64.00	28.50' RT
#8	9+67.00	30.83' LT.
#9	9+67.00	23.41' LT.
#10	9+67.00	16.00' LT.
#11	9+67.00	8.58' LT.
#12	9+67.00	1.16' LT.
#13	9+67.00	6.25' RT.
#14	9+67.00	13.66' RT
#15	9+67.00	21.08' RT
#16	9+67.00	28.50' RT
#17	10+33.00	30.83' LT.
#18	10+33.00	25.33' LT.
#19	10+33.00	19.00' LT.
#20	10+33.00	12.66' LT.
#21	10+33.00	6.33' LT.
#22	10+33.00	0.00
#23	10+33.00	6.33' RT.
#24	10+33.00	12.66' RT.
#25	10+33.00	19.00' RT.
#26	10+33.00	25.33' RT.
#27	10+33.00	30.83' RT.
#28	10+37.50	30.83' LT.
#29	10+37.50	19.00' LT.
#30	10+37.50	6.33' LT.
#31	10+37.50	6.33' RT.
#32	10+37.50	19.00' RT.
#33	10+37.50	30.83' RT.
#34	10+41.50	30.83' LT.
#35	10+41.50	25.33' LT.
#36	10+41.50	25.33' RT.
#37	10+41.50	30.83' RT.

- NOTES:
- FOR SECTION DETAILS AND REINFORCING, SEE SHEETS 8/22 AND 10/22.

DESIGN AGENCY  
**PRIME**  
845 Park Plaza  
Columbus, Ohio 43240

DATE  
12/1/2022

REVIEWED  
AMT

DRAWN  
BTJ

DESIGNED  
BTJ

STRUCTURE FILE NUMBER  
7661770

REVISED

CHECKED  
AMT

FOUNDATION PLAN

BRIDGE NO. STA-15SW-1350

15TH ST. S.W. OVER WEST BRANCH OF NIMISHILLEN CREEK

STA-15SW-1350

5 / 22

36

53

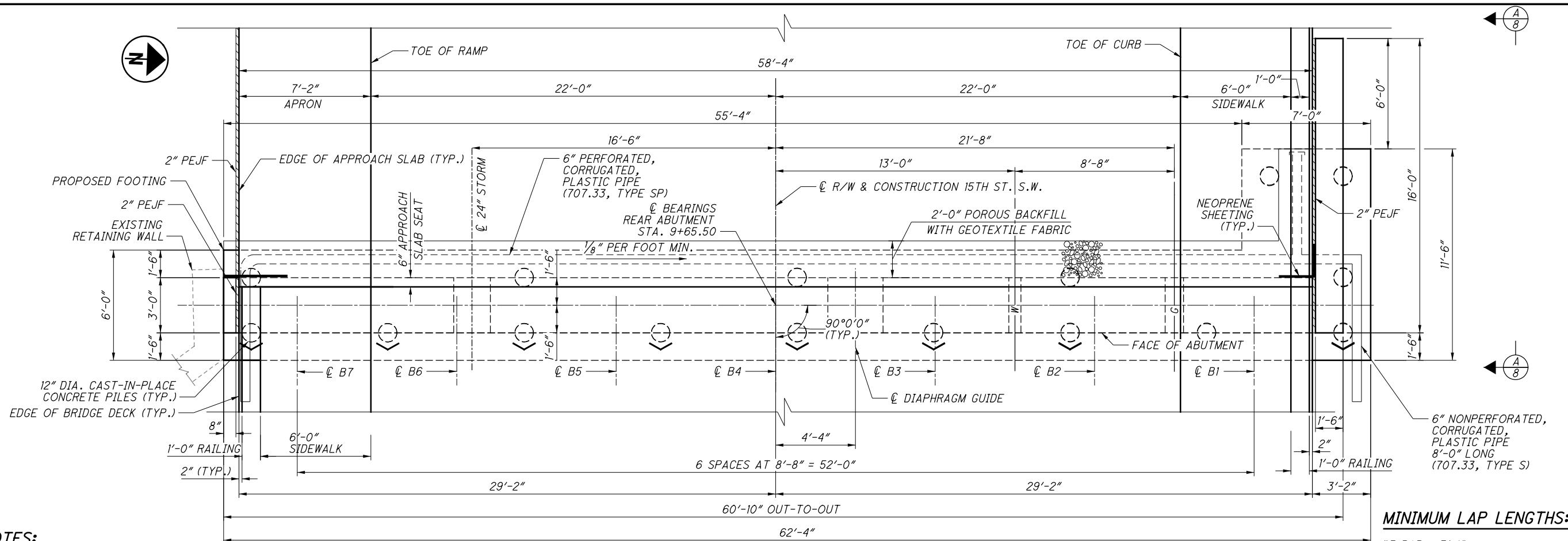


2 SETS OF 4-FA503 (TOP) AND  
4-FA801 (BOTTOM), 3 EQ. SPA. = 3'-2"  
3 SPA. @ 12"  
= 2'-0"

[illegible]

#5 BAR = 3'-1"  
#8 BAR = 4'-11"

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**NOTES:**

1. FOR ADDITIONAL NOTES AND DETAILS, SEE ODOT STD. DWG. SICD-2-14.

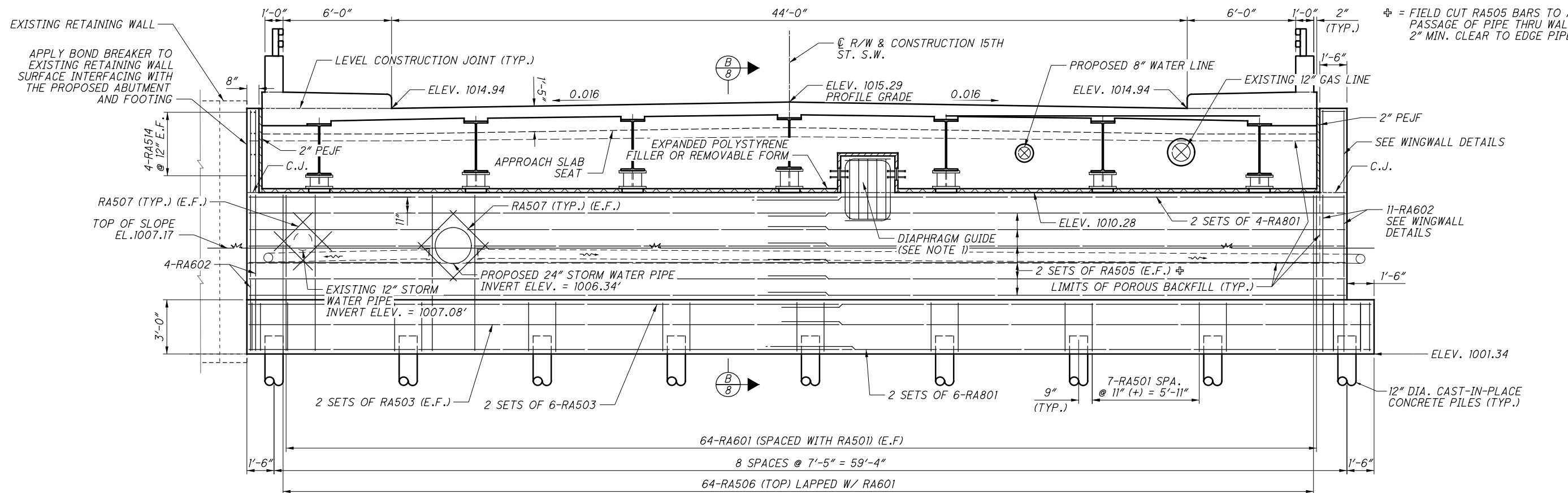
**REAR ABUTMENT PLAN**

**MINIMUM LAP LENGTHS:**

- #5 BAR = 3'-1"
- #8 BAR = 4'-11"

**LEGEND**

⊕ = FIELD CUT RA505 BARS TO ALLOW FOR PASSAGE OF PIPE THRU WALL. MAINTAIN 2" MIN. CLEAR TO EDGE PIPE.



**REAR ABUTMENT ELEVATION**

<b>DESIGN AGENCY</b> <b>PRIME</b> 845 Ross Road Columbus, Ohio 43240	DATE	12/1/2022
	REVIEWED	AMT
	DRAWN	JAT
	DESIGNED	JAT
<b>REAR ABUTMENT PLAN AND ELEVATION</b> BRIDGE NO. STA-15SW-1350 15TH ST. S.W. OVER WEST BRANCH OF NIMISHILLEN CREEK	STRUCTURE FILE NUMBER	7661770
	CHECKED	BTJ
	REVISED	
<b>STA-15SW-1350</b>		
	7 / 22	
	38	53







*LEGEND*

NOTES:

- MINIMUM LAP LENGTHS:**

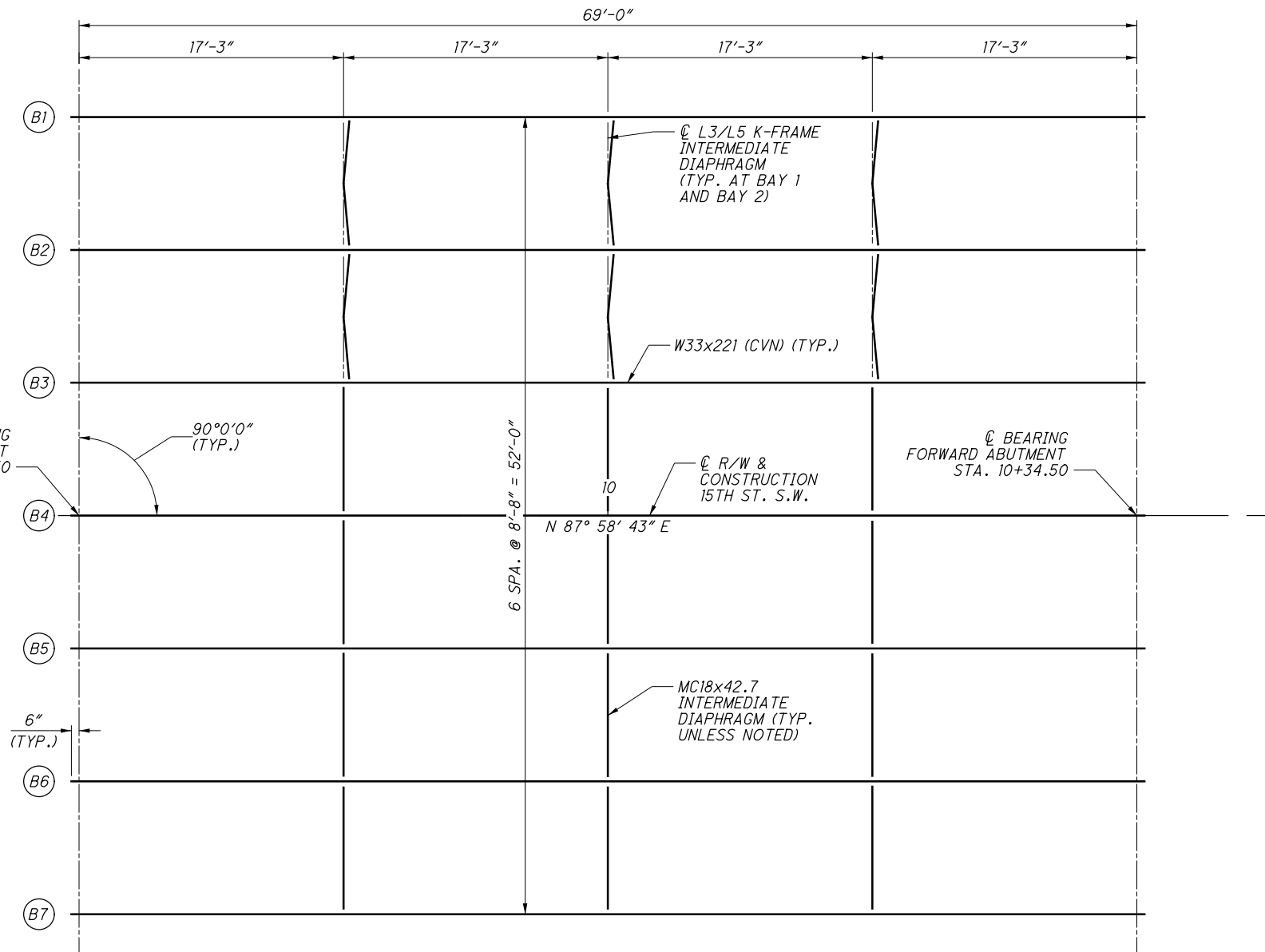
#5 BAR = 3'-1"  
#8 BAR = 4'-11"



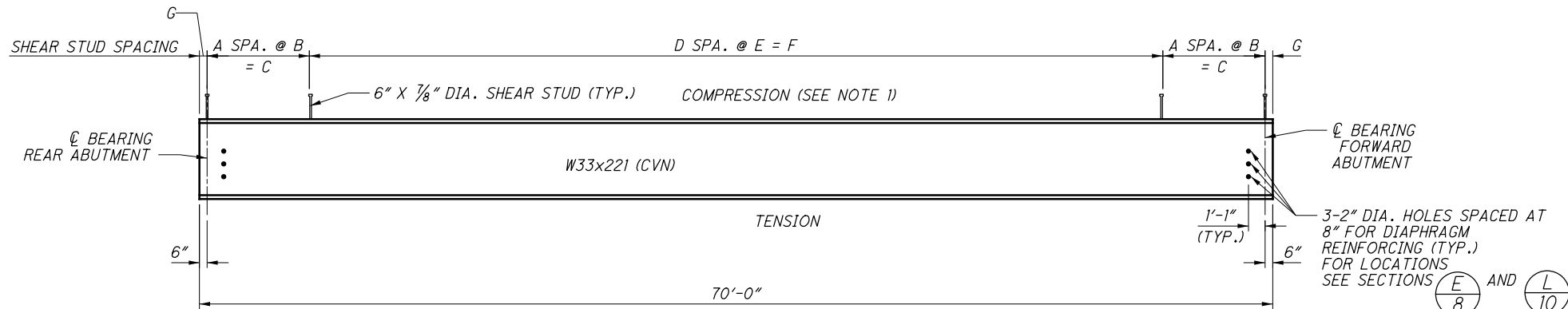
*FORWARD ABUTMENT ELEVATION*



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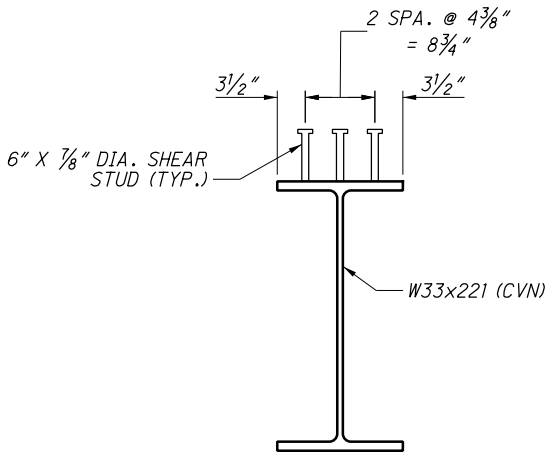


FRAMING PLAN



BEAM ELEVATION

SHEAR STUD SPACING TABLE							
	A	B	C	D	E	F	G
BEAMS 1 AND 7	3	1'-1"	3'-3"	50	1'-3"	62'-6"	6"
BEAMS 2, 4, AND 6	6	9"	4'-6"	60	1'-0"	60'-0"	6"
BEAMS 3 AND 5	8	11"	7'-4"	50	1'-1"	54'-2"	7"

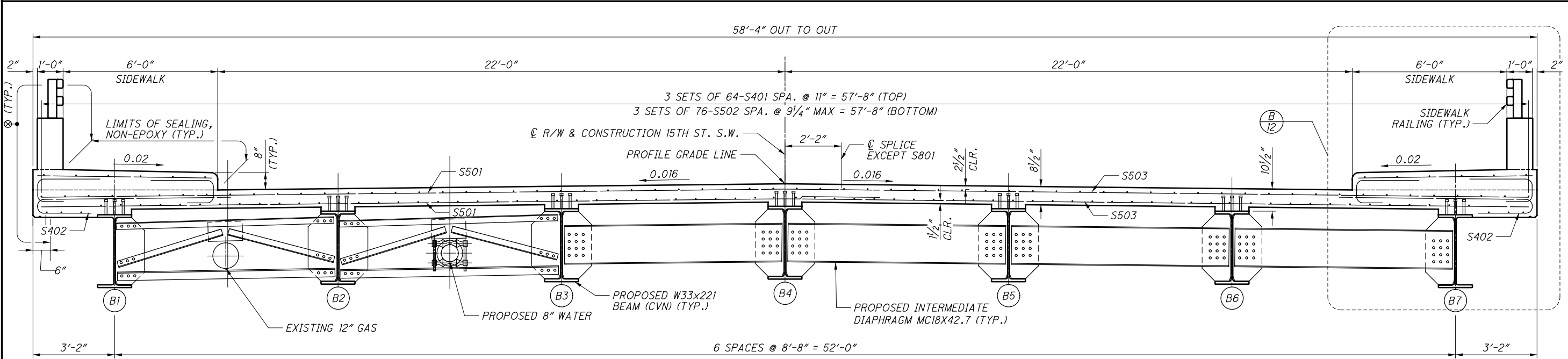


SHEAR STUD CONNECTOR LAYOUT

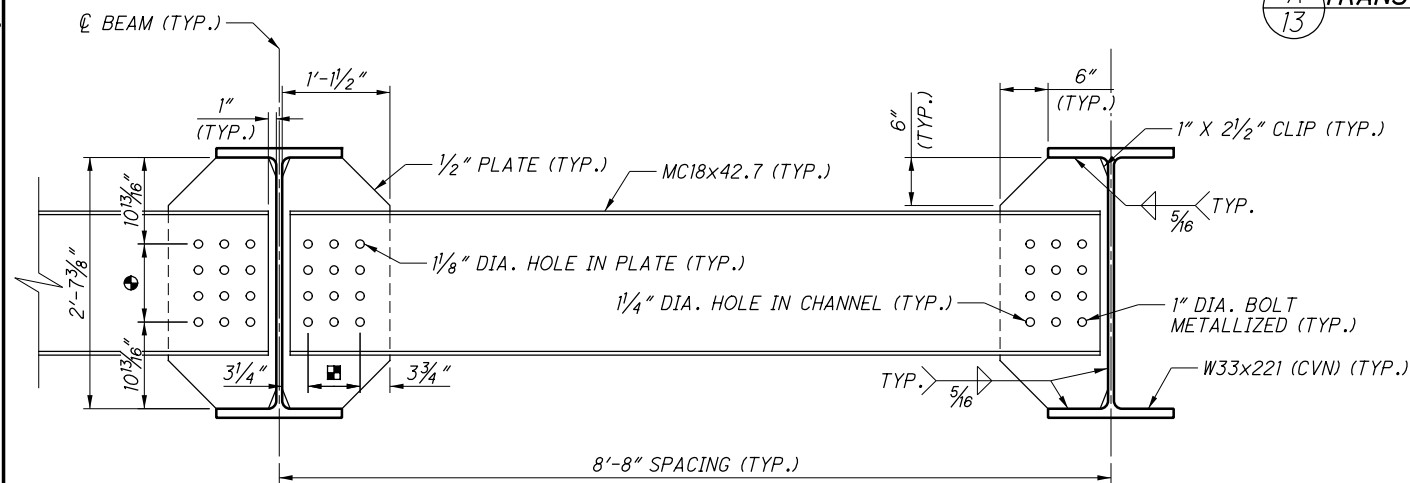
NOTES:

- WELD ATTACHMENT OF SUPPORTS FOR CONCRETE DECK FINISHING MACHINE TO AREAS OF THE FASCIA STRINGER FLANGES DESIGNATED "COMPRESSION". DO NOT WELD ATTACHMENTS TO AREAS DESIGNATED "TENSION". FILLET WELDS TO COMPRESSION FLANGES SHALL BE AT LEAST 1" FROM EDGE OF FLANGE, BE NO MORE THAN 2" LONG, AND BE AT LEAST 1/4" FOR THICKNESSES UP TO 3/4" OR 5/16" FOR GREATER THAN 3/4" THICK.
- ALL NEW STRUCTURAL STEEL SHALL BE ASTM A709 GRADE 50.
- FOR ADDITIONAL NOTES AND DETAILS, SEE ODOT STD. DWG. GSD-1-19
- FOR INTERMEDIATE DIAPHRAGMS DETAILS, SEE ODOT STD. DWG. GSD-1-19.
- WHERE A SHAPE OR PLATE IS DESIGNATED (CVN) THE MATERIAL SHALL MEET SPECIFIED MINIMUM NOTCH TOUGHNESS REQUIREMENTS AS SPECIFIED IN CMS 711.01.
- FOR BEARING DETAILS, SEE SHEET 16/22 .

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**A**  
**13** **TRANSVERSE SECTION**



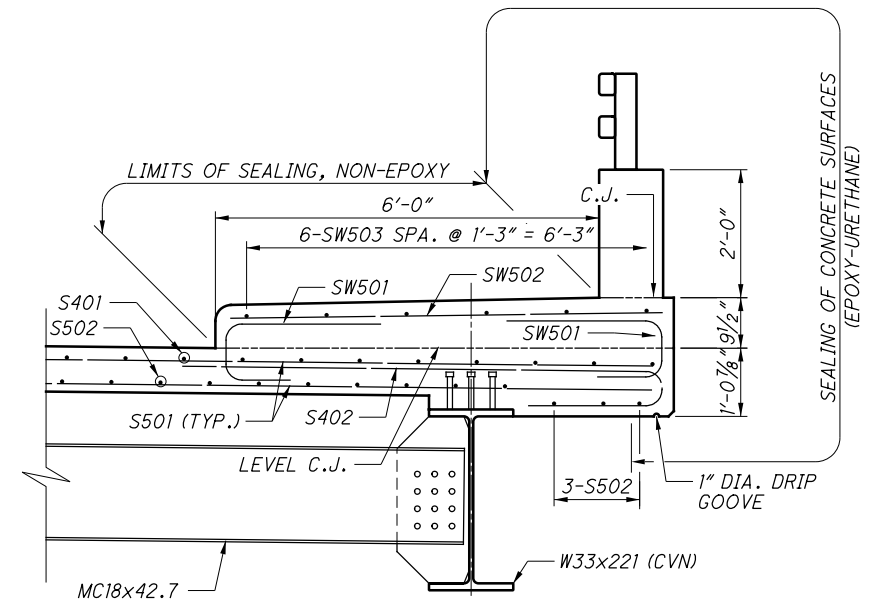
**INTERMEDIATE DIAPHRAGM DETAIL**

**LEGEND:**

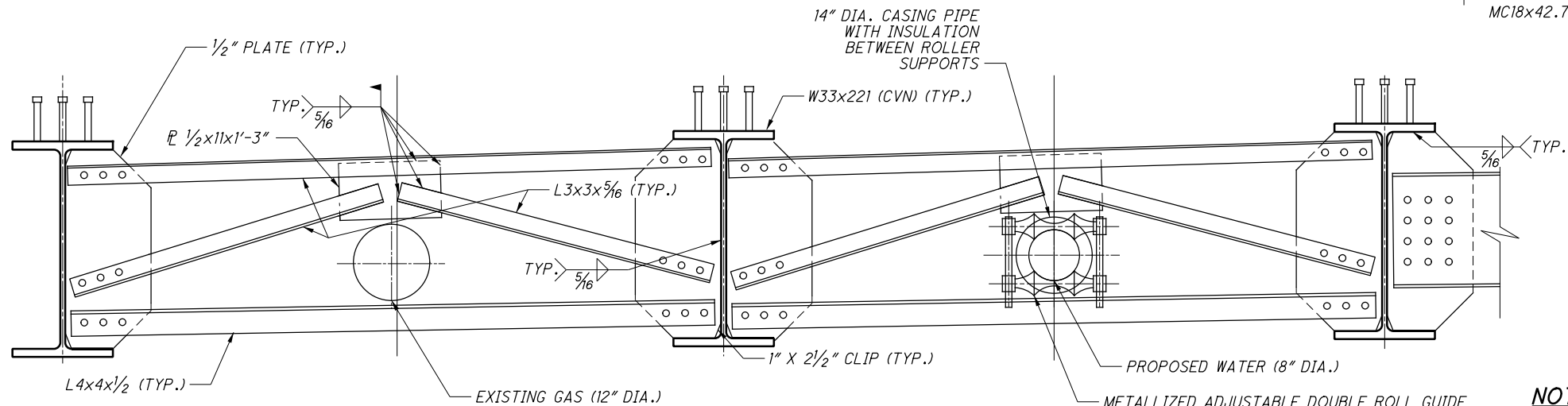
- ⊕ - 3 SPA. @ 3 1/4"
- ⊞ - 2 SPA. @ 3 1/4"
- ⊗ - SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)

**MINIMUM LAP LENGTHS:**

- #4 BAR = 2'-0"
- #5 BAR = 3'-0"



**B**  
**12** **SIDEWALK DETAILS**

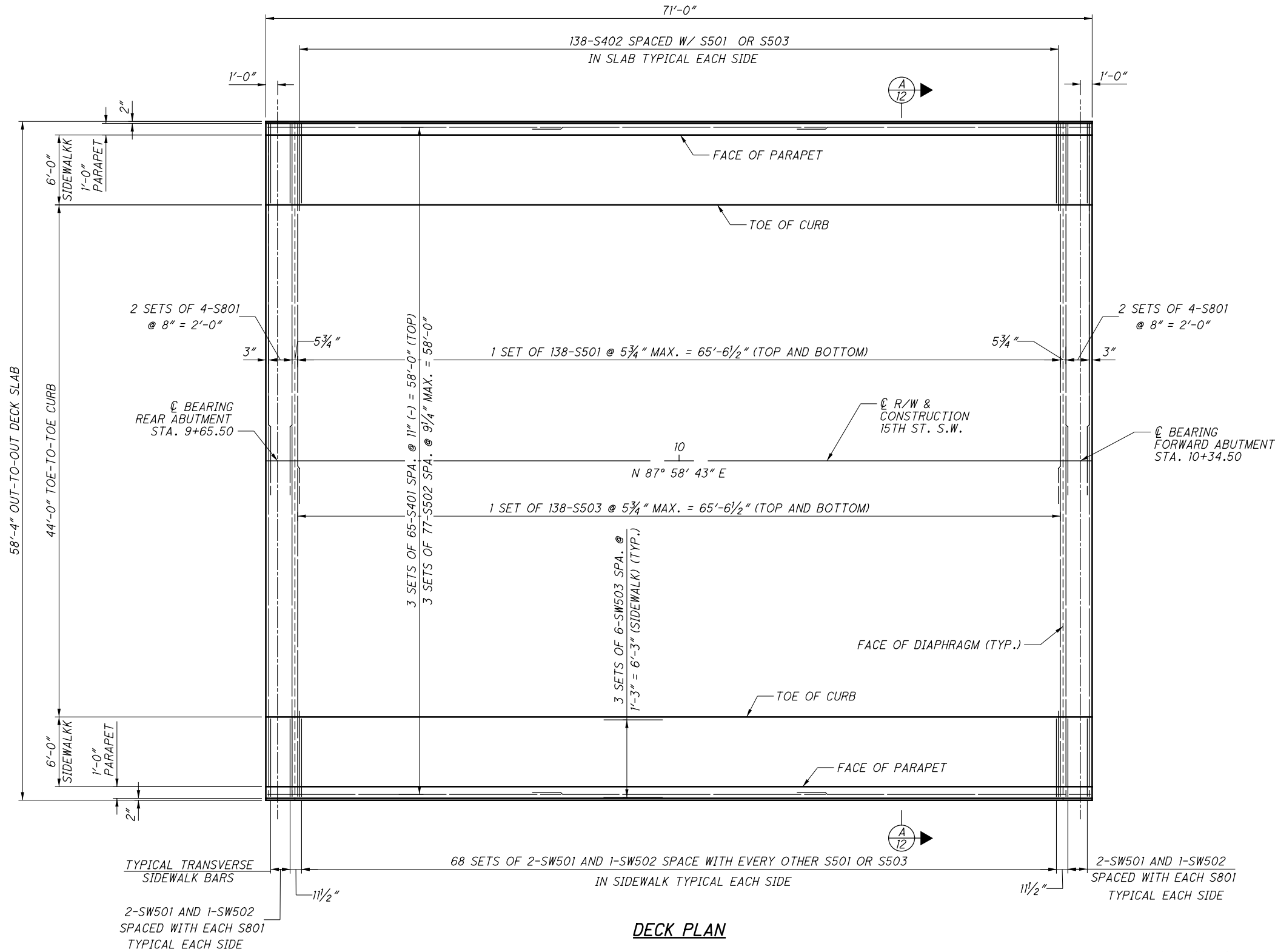


**BAY 1 AND BAY 2 INTERMEDIATE DIAPHRAGM DETAILS**

**NOTES:**

- FOR ADDITIONAL NOTES AND DETAILS, SEE ODOT STD. DWG. GSD-I-19.
- HIGH STRENGTH BOLTS SHALL BE 1" ⌀, ASTM F3125 GRADE A325 TYPE 1 METALLIZED UNLESS NOTED OTHERWISE.
- ALL STRUCTURAL STEEL SHALL BE METALLIZED UNLESS NOTED OTHERWISE.
- 14" DIAMETER CASING PIPE WITH INSULATION SHALL BE PLACED AROUND THE 8" DIAMETER WATERLINE OUTSIDE OF THE ROLLER SUPPORTS THAT ARE CONNECTED TO THE CROSS FRAMES.

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### DECK PLAN

### MINIMUM LAP LENGTHS:

- #4 BAR = 2'-0"
- #5 BAR = 3'-0"
- #8 BAR = 5'-4"

### NOTES:

- FOR DETAILS AND REINFORCING FOR THE BR-2-15 RAILING SEE SHEETS 17/22 AND 18/22.
- FOR TRANSVERSE SECTION A, SEE SHEET 12/22.
- DECK SLAB CONCRETE QUANTITY: THE ESTIMATED QUANTITY OF DECK SLAB CONCRETE IS BASED ON THE CONSTANT DECK SLAB THICKNESS, AS SHOWN, PLUS THE QUANTITY OF CONCRETE THAT FORMS EACH BEAM/GIRDER HAUNCH. THE ESTIMATE ASSUMES A CONSTANT HAUNCH THICKNESS OF 2 INCHES WITH VERTICAL SIDES. DEVIATE FROM THIS HAUNCH THICKNESS AS NECESSARY TO PLACE THE DECK SURFACE AT THE FINISHED GRADE.

THE HAUNCH THICKNESS WAS MEASURED AT THE CENTERLINE OF THE BEAM, FROM THE SURFACE OF THE DECK TO THE BOTTOM OF THE TOP FLANGE MINUS THE DECK SLAB THICKNESS. THE AREA OF ALL EMBEDDED STEEL PLATES HAD BEEN DEDUCTED FROM THE HAUNCH QUANTITY IN ACCORDANCE WITH 511.23.

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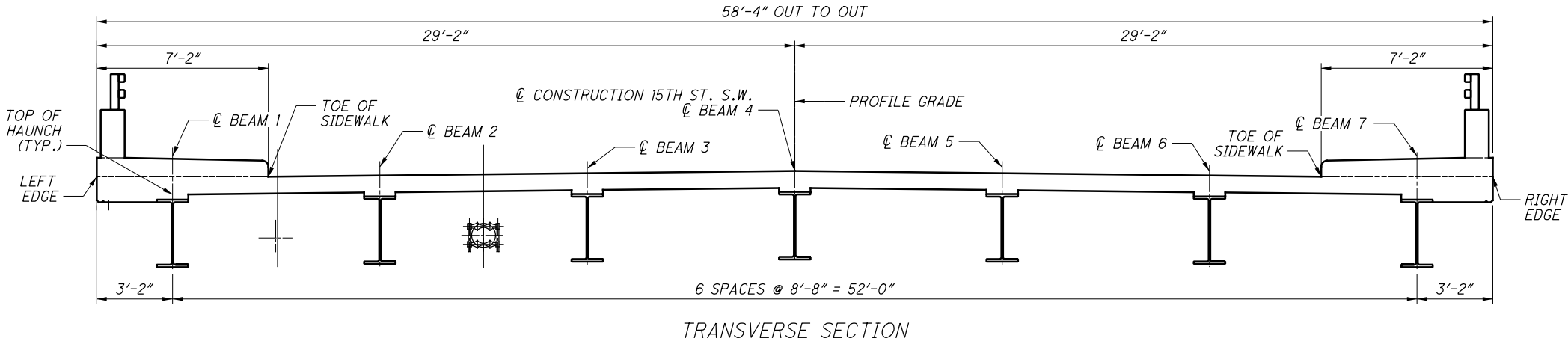
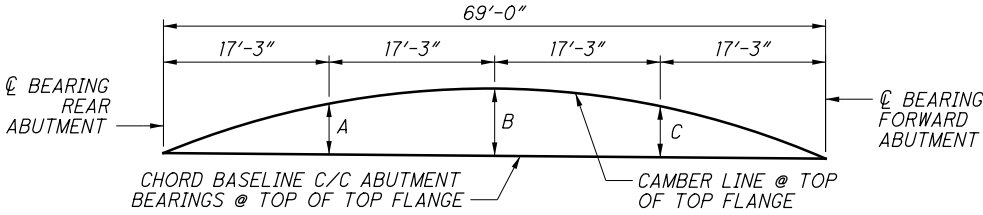
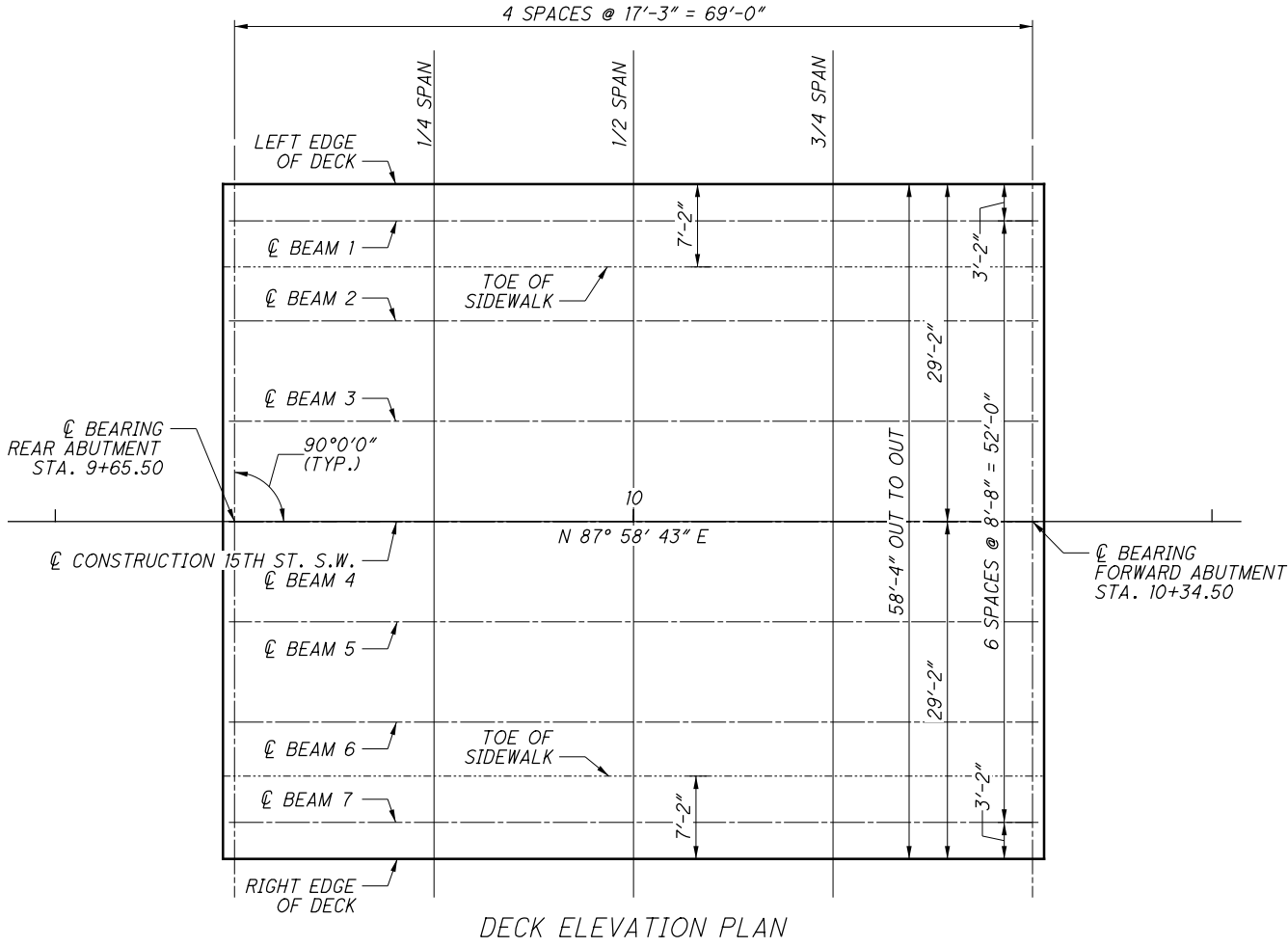
CAMBER AND DEFLECTION TABLE															
LOCATION	BEAM 1			BEAM 2			BEAM 3			BEAM 4			BEAM 5		
	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
DEFLECTION DUE TO NON-COMPOSITE DL (STEEL ONLY)	- 1/4"	- 5/16"	- 1/4"	- 1/4"	- 5/16"	- 1/4"	- 1/4"	- 5/16"	- 1/4"	- 1/4"	- 5/16"	- 1/4"	- 1/4"	- 5/16"	- 1/4"
DEFLECTION DUE TO NON-COMPOSITE DL (SLAB ONLY)	- 7/8"	-1 5/16"	- 15/16"	- 15/16"	-1 5/16"	- 15/16"	- 15/16"	-1 5/16"	- 15/16"	- 15/16"	-1 5/16"	- 15/16"	- 15/16"	-1 5/16"	- 15/16"
DEFLECTION DUE TO COMPOSITE DL	- 3/16"	- 1/4"	- 3/16"	- 3/16"	- 1/4"	- 3/16"	- 3/16"	- 1/4"	- 3/16"	- 3/16"	- 1/4"	- 3/16"	- 3/16"	- 1/4"	- 3/16"
SUM EQUALS REQUIRED SHOP CAMBER	1 5/16"	1 7/8"	1 3/8"	1 3/8"	1 7/8"	1 3/8"	1 3/8"	1 7/8"	1 3/8"	1 3/8"	1 7/8"	1 3/8"	1 3/8"	1 7/8"	1 3/8"

CAMBER AND DEFLECTION TABLE						
LOCATION	BEAM 6			BEAM 7		
	A	B	C	A	B	C
DEFLECTION DUE TO NON-COMPOSITE DL (STEEL ONLY)	- 1/4"	- 5/16"	- 1/4"	- 1/4"	- 5/16"	- 1/4"
DEFLECTION DUE TO NON-COMPOSITE DL (SLAB ONLY)	- 15/16"	-1 5/16"	- 15/16"	- 7/8"	-1 5/16"	- 15/16"
DEFLECTION DUE TO COMPOSITE DL	- 3/16"	- 1/4"	- 3/16"	- 3/16"	- 1/4"	- 3/16"
SUM EQUALS REQUIRED SHOP CAMBER	1 3/8"	1 7/8"	1 3/8"	1 5/16"	1 7/8"	1 3/8"

FINAL DECK SURFACE ELEVATION TABLE					
LOCATION	℄ BRG. RA	1/4 SPAN	1/2 SPAN	3/4 SPAN	℄ BRG. FA
STATION	9+65.50	9+82.75	10+00.00	10+17.25	10+34.50
LEFT EDGE	1014.94	1014.79	1014.65	1014.50	1014.35
℄ BEAM 1	1014.94	1014.79	1014.65	1014.50	1014.35
TOE OF SIDEWALK	1014.94	1014.79	1014.65	1014.50	1014.35
℄ BEAM 2	1015.02	1014.87	1014.72	1014.58	1014.43
℄ BEAM 3	1015.15	1015.01	1014.86	1014.71	1014.57
℄ CONSTRUCTION/ ℄ BEAM 4	1015.29	1015.15	1015.00	1014.85	1014.71
℄ BEAM 5	1015.15	1015.01	1014.86	1014.71	1014.57
℄ BEAM 6	1015.02	1014.87	1014.72	1014.58	1014.43
TOE OF SIDEWALK	1014.94	1014.79	1014.65	1014.50	1014.35
℄ BEAM 7	1014.94	1014.79	1014.65	1014.50	1014.35
RIGHT EDGE	1014.94	1014.79	1014.65	1014.50	1014.35

TOP OF HAUNCH ELEVATION TABLE					
LOCATION	℄ BRG. RA	1/4 SPAN	1/2 SPAN	3/4 SPAN	℄ BRG. FA
STATION	9+65.50	9+82.75	10+00.00	10+17.25	10+34.50
℄ BEAM 1	1014.20	1014.16	1014.06	1013.87	1013.61
℄ BEAM 2	1014.31	1014.27	1014.17	1013.98	1013.72
℄ BEAM 3	1014.45	1014.41	1014.31	1014.12	1013.86
℄ BEAM 4	1014.58	1014.55	1014.45	1014.26	1014.00
℄ BEAM 5	1014.45	1014.41	1014.31	1014.12	1013.86
℄ BEAM 6	1014.31	1014.27	1014.17	1013.98	1013.72
℄ BEAM 7	1014.20	1014.16	1014.06	1013.87	1013.61

SCREED ELEVATION TABLE					
LOCATION	℄ BRG. RA	1/4 SPAN	1/2 SPAN	3/4 SPAN	℄ BRG. FA
STATION	9+65.50	9+82.75	10+00.00	10+17.25	10+34.50
LEFT EDGE	1014.94	1014.90	1014.80	1014.61	1014.35
TOE OF SIDEWALK	1014.94	1014.90	1014.80	1014.61	1014.35
℄ CONSTRUCTION	1015.29	1015.26	1015.16	1014.96	1014.71
TOE OF SIDEWALK	1014.94	1014.90	1014.80	1014.61	1014.35
RIGHT EDGE	1014.94	1014.90	1014.80	1014.61	1014.35



- NOTES:
- SCREED ELEVATIONS SHOWN REPRESENT THE THEORETICAL DECK SURFACE LOCATION PRIOR TO DEFLECTIONS CAUSED BY DECK PLACEMENT AND OTHER ANTICIPATED DEAD LOADS.
  - TOP OF HAUNCH ELEVATIONS SHOWN REPRESENT THE THEORETICAL LOCATION OF THE BOTTOM OF THE DECK ABOVE THE BEAM HAUNCH PRIOR TO DEFLECTIONS CAUSED BY DECK PLACEMENT AND OTHER ANTICIPATED DEAD LOADS.
  - FINAL DECK SURFACE ELEVATIONS SHOWN REPRESENT THE DECK SURFACE LOCATION AFTER ALL ANTICIPATED DEAD LOAD DEFLECTIONS HAVE OCCURRED.

DESIGN AGENCY  
**PRIMEITY**  
8415 Rouse Place  
Columbus, Ohio 43240

DATE  
12/1/2022

REVIEWED  
AMT

DRAWN  
EJS

DESIGNED  
EJS

BRIDGE NO. STA-15SW-1350

15TH ST. S.W. OVER WEST BRANCH OF NIMSHILLEN CREEK

STA-15SW-1350

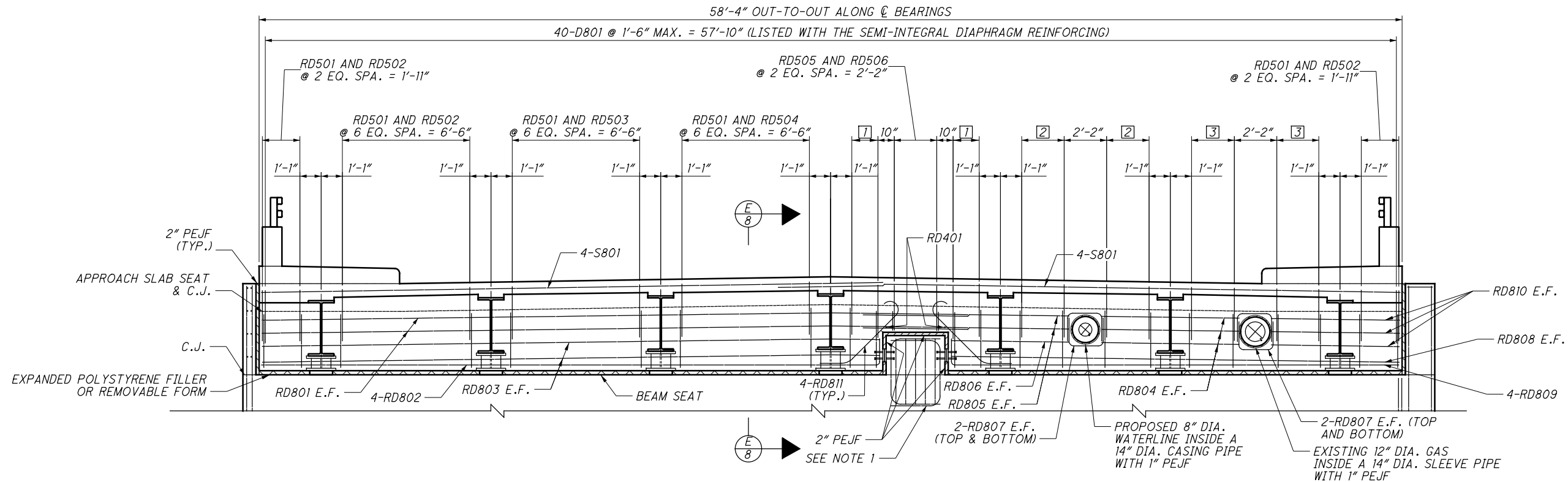
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STRUCTURE FILE NUMBER  
7661770

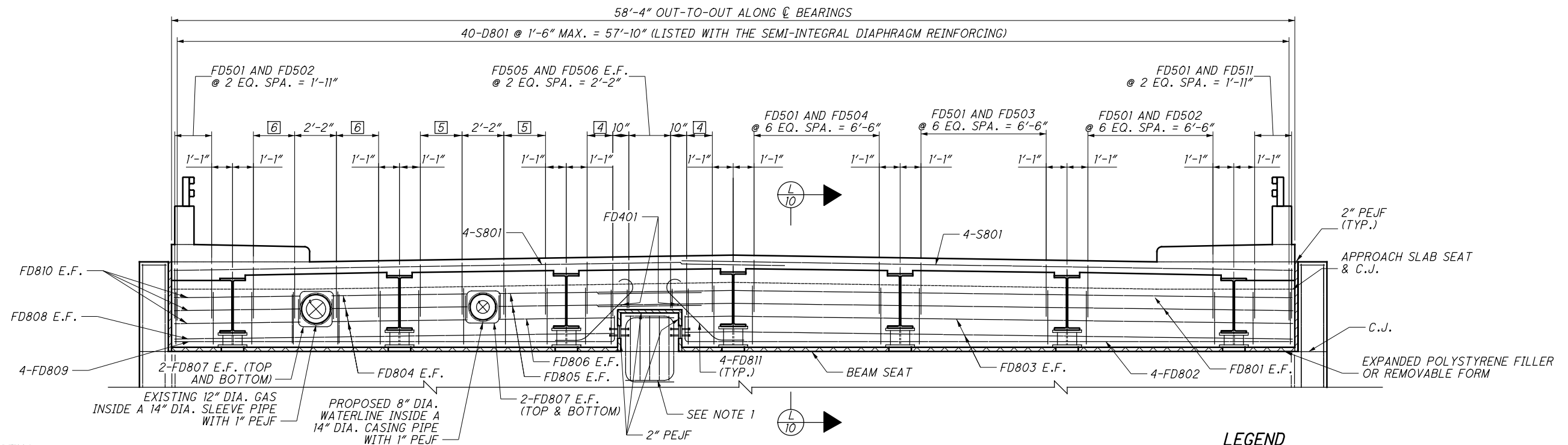
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BTJ

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### REAR ABUTMENT DIAPHRAGM ELEVATION

VIEW SHOWN IS ALONG CENTERLINE OF BEARING  
ALL VERTICAL BARS SHOWN HERE SHALL BE PLACED PARALLEL TO THE BEAMS



### FORWARD ABUTMENT DIAPHRAGM ELEVATION

VIEW SHOWN IS ALONG CENTERLINE OF BEARING  
ALL VERTICAL BARS SHOWN HERE SHALL BE PLACED PARALLEL TO THE BEAMS

### LEGEND

- 1 - RD501 AND RD504 @ 1'-4"
- 2 - RD501 AND RD503 @ 2 EQ. SPA. = 2'-2"
- 3 - RD501 AND RD502 @ 2 EQ. SPA. = 2'-2"
- 4 - FD501 AND FD504 @ 1'-4"
- 5 - FD501 AND FD503 @ 2 EQ. SPA. = 2'-2"
- 6 - FD501 AND FD502 @ 2 EQ. SPA. = 2'-2"

### MINIMUM LAP LENGTHS

#8 BAR = 5'-4"

### NOTES:

1. FOR DIAPHRAGM GUIDE DETAILS AND REINFORCING STEEL SIZE AND LAYOUT, SEE STANDARD DRAWING SICD-2-14.
2. ALL DIMENSIONS SHOWN ARE ALONG CENTERLINE OF BEARING.
3. FOR ELEVATIONS ALONG TOP OF DIAPHRAGM, SEE SHEETS 7/22 AND 9/22.

### DIAPHRAGM DETAILS

BRIDGE NO. STA-15SW-1350  
15TH ST. S.W. OVER WEST BRANCH OF NIMSHILLEN CREEK

STA-15SW-1350

15/22

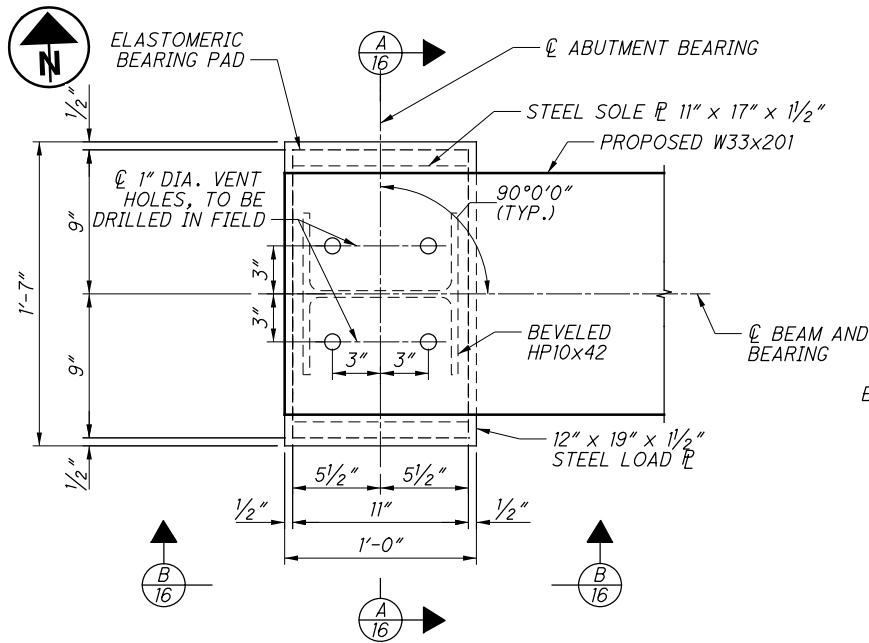
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DESIGN AGENCY  
**PRIME**  
845 Park Plaza  
Columbus Ohio 43240

DESIGNED	DRAWN	REVIEWED	DATE
EEB	EEB	AMT	12/1/2022
CHECKED	REVISED	STRUCTURE FILE NUMBER	
BTJ		7661770	

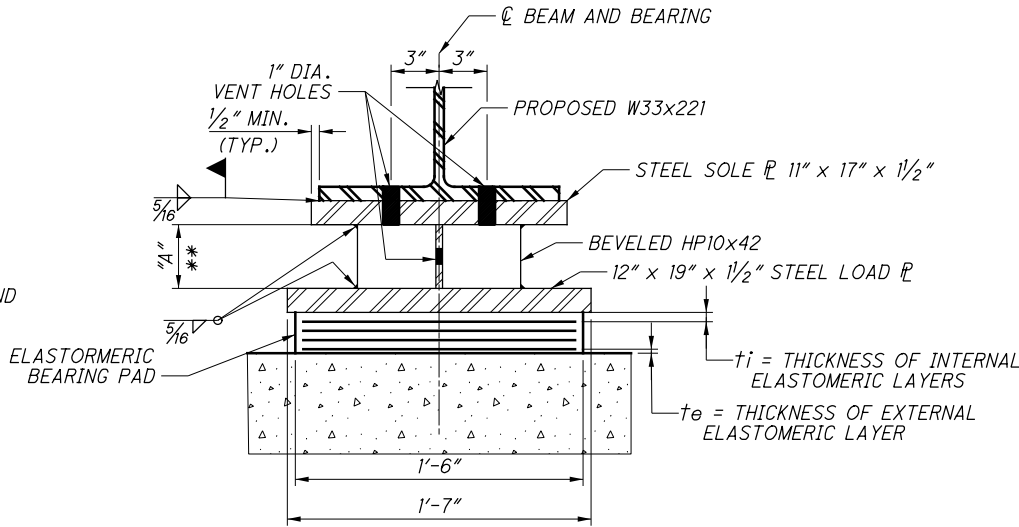


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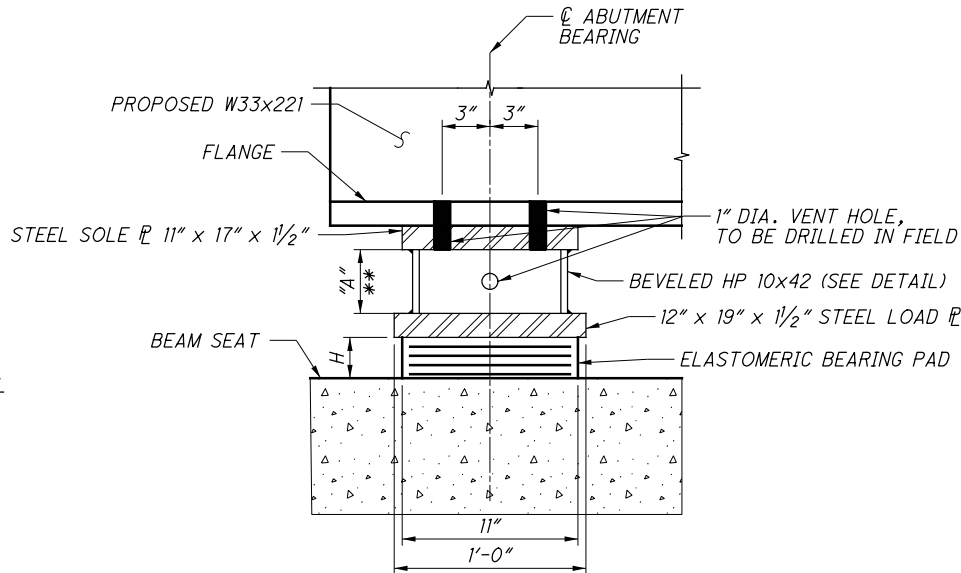
ABUTMENT BEARING PLAN

(REAR ABUTMENT SHOWN; FORWARD ABUTMENT OPPOSITE HAND)



SECTION A-A

\* SEE TABLE 1 FOR PLATE THICKNESS  
\*\*SEE TABLE 2 FOR DIMENSION "A"



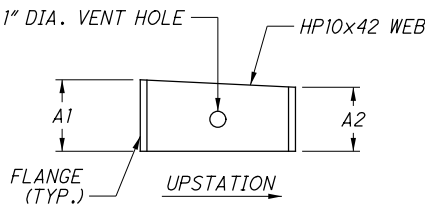
VIEW B-B

\* SEE TABLE 1 FOR PLATE THICKNESS  
\*\*SEE TABLE 2 FOR DIMENSION "A"

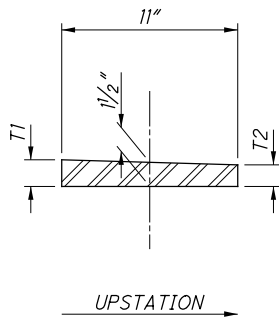
TABLE 1 - BEARING SCHEDULE

	BEARING TYPE	NO. OF BEARINGS	ELASTOMERIC BEARING PAD SIZE	NO. OF STEEL LAMINATES 0.0747" THICK (14 GAGE)	INTERNAL LAYERS		EXTERNAL LAYERS		STEEL LOAD PLATE SIZE		LOAD PLATE THICKNESS		UNFACTORED DESIGN LOADS		
			LxWxH		ti	NO.	te	NO.	LxW	T1	T2		DEAD LOAD IN KIPS	LIVE LOAD IN KIPS ▽	TOTAL LOAD IN KIPS
REAR ABUTMENT	EXP.	7	11"x18"x2.55"	4	0.50"	4	0.25"	1	12"x19"x1 1/2"	1.5"	1.5"		77.1	67.9	145.0
FORWARD ABUTMENT	EXP.	7	11"x18"x2.55"	4	0.50"	4	0.25"	1	12"x19"x1 1/2"	1.5"	1.5"		77.1	67.9	145.0

▽ = LIVE LOAD WITHOUT IMPACT



BEVELED HP10x42



LOAD PLATE

\* SEE TABLE 1 FOR LOAD PLATE THICKNESS

TABLE 2 - DIM "A"

BEARING	REAR ABUTMENT		FORWARD ABUTMENT	
	A1 (IN.)	A2 (IN.)	A1 (IN.)	A2 (IN.)
1	4.88	4.88	4.75	4.75
2	6.88	6.88	6.75	6.75
3	8.50	8.50	8.50	8.50
4	10.25	10.25	10.13	10.13
5	8.50	8.50	8.50	8.50
6	6.88	6.88	6.75	6.75
7	4.88	4.88	4.75	4.75

### NOTES

1. **ELASTOMERIC BEARINGS:**

THE ELASTOMER SHALL HAVE A HARDNESS OF 50 DUROMETER. ALL BEARINGS WERE DESIGNED IN ACCORDANCE WITH SECTION 14.7.6 (METHOD A) OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS. THE LONG-TERM COMPRESSION PROOF LOAD TEST (AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, DIVISION II, SECTION 18.7.2.6) IS NOT REQUIRED.

2. **LOAD PLATES:**

THE STEEL LOAD PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM A709 GRADE 50 AND SHALL BE BONDED TO THE ELASTOMER BY VULCANIZATION DURING THE MOLDING PROCESS.

3. **BASIS OF PAYMENT:**

THE UNIT BID PRICE SHALL INCLUDE ALL MATERIALS (BEARING, SOLE AND LOAD PLATES, HP SHAPES, ETC.), LABOR AND INCIDENTALS NECESSARY TO FURNISH AND INSTALL ELASTOMERIC BEARINGS. PAYMENT SHALL INCLUDE THE DRILLING OF VENT HOLES AT THE LOCATIONS SHOWN ON THIS SHEET. PAYMENT WILL BE AT THE CONTRACT PRICE FOR ITEM 516, EACH, ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE AS LISTED UNDER THE ESTIMATED QUANTITIES.

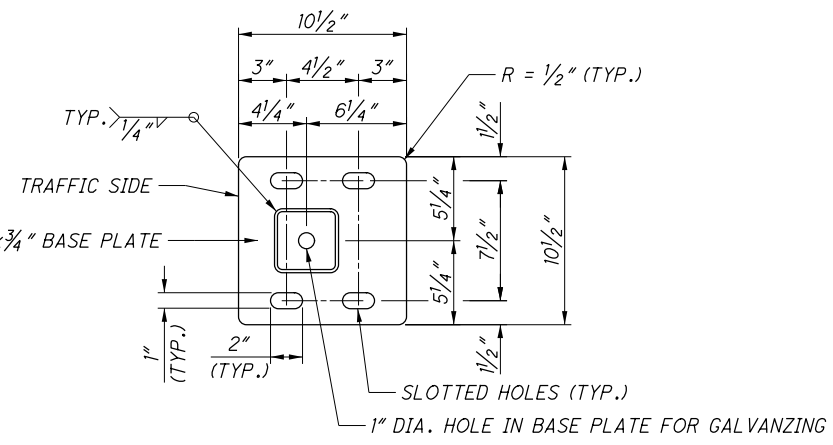
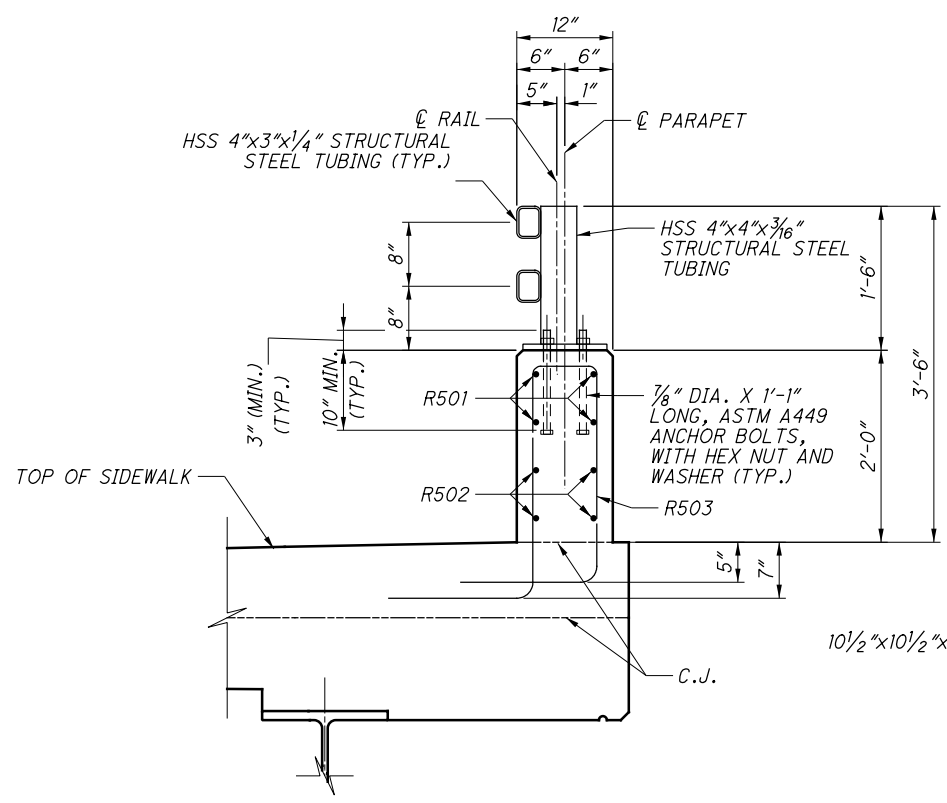
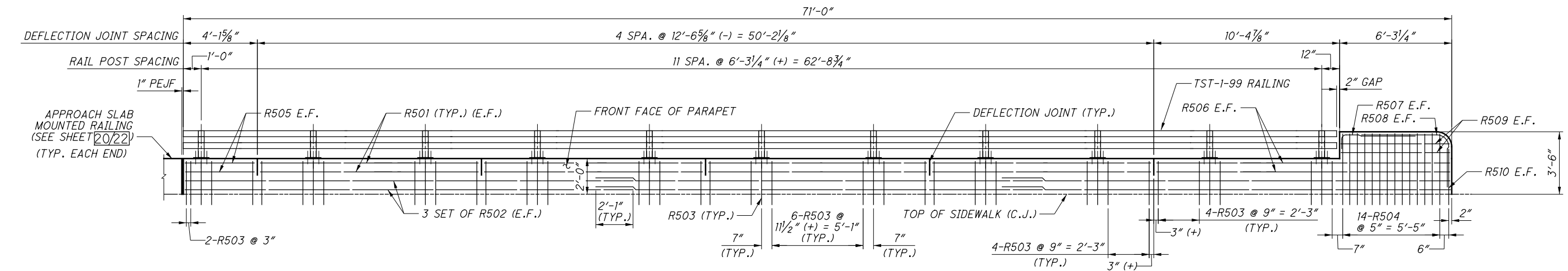
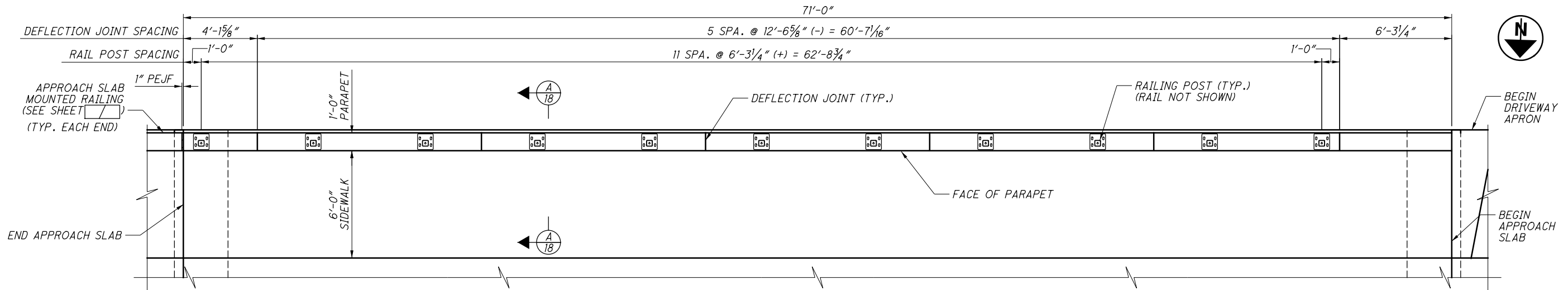
4. **MARKINGS:**

ALL BEARINGS SHALL BE MARKED PRIOR TO SHIPPING. THE MARKS SHALL INCLUDE THE BEARING LOCATION ON THE BRIDGE, AND A DIRECTION ARROW THAT POINTS UP-STATION. ALL MARKS SHALL BE PERMANENT AND BE VISIBLE AFTER THE BEARING IS INSTALLED.

5. **METALIZING:**

THE LOAD PLATES, BEVELED HP10x42 AND SOLE PLATES SHALL BE METALIZED IN ACCORDANCE WITH ITEM SS845 AND C&MS 708.02. PAYMENT FOR METALIZED PLATES TO BE INCLUDED WITH ITEM 516, ELASTOMERIC BEARINGS WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE). WHEN WELDING ON METALIZED MEMBER IS REQUIRED, REPAIR THE METALIZING PER SS845.

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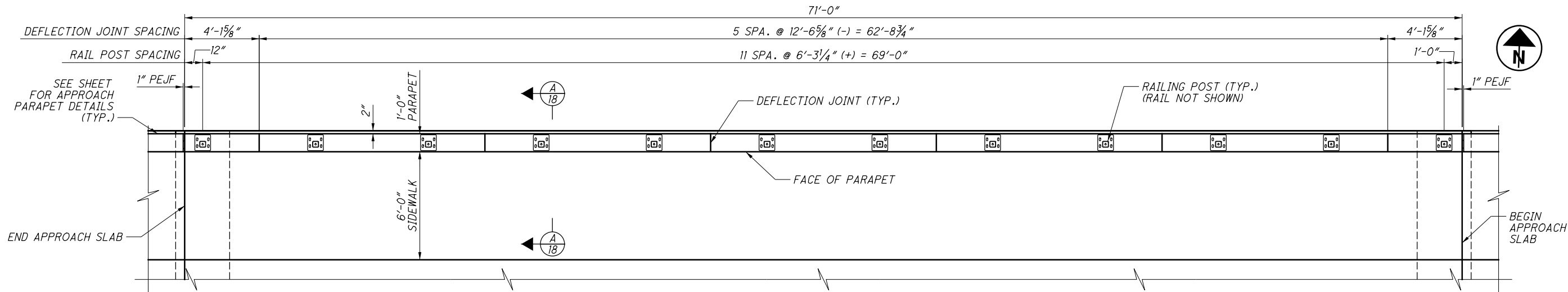


- NOTES:**
- FOR ADDITIONAL NOTES AND DETAILS, SEE ODOT STD. DWG. BR-2-15.
  - CLEAR DISTANCE FROM FACE OF CONCRETE TO FACE OF REINFORCING SHALL BE 2" UNLESS NOTED OTHERWISE.
  - TST-I-99 RAILING SHALL BE GALVANIZED.

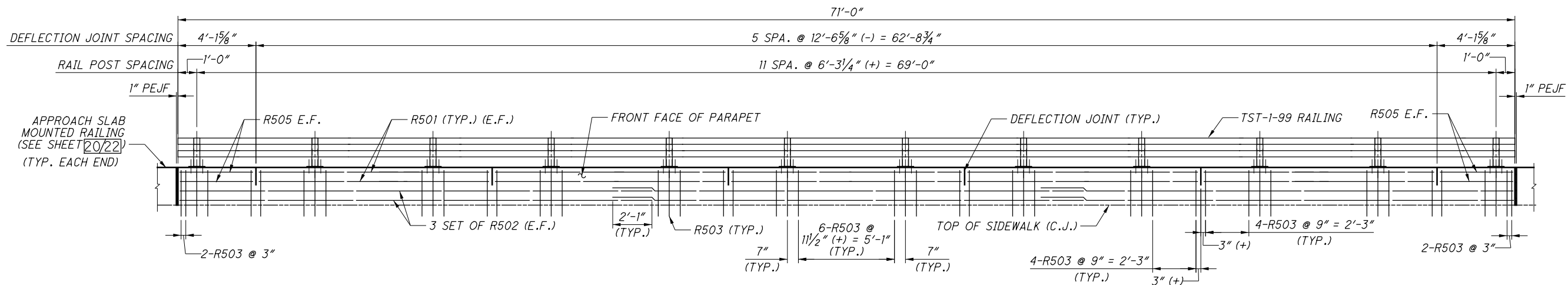
**A**  
**18** (SLAB AND SIDEWALK REINFORCEMENT NOT SHOWN FOR CLARITY)

<b>DESIGN AGENCY</b> <b>PRIME</b> 8415 Park Plaza, Suite 300 Columbus, Ohio 43240	<b>DATE</b> 12/1/2022	<b>RIGHT PARAPET DETAILS</b> BRIDGE NO. STA-15SW-1350 15TH ST. S.W. OVER WEST BRANCH OF NIMSHILLEN CREEK
	<b>REVIEWED</b> AMT	
	<b>DRAWN</b> BTJ	
	<b>CHECKED</b> AMT	
<b>STRUCTURE FILE NUMBER</b> 7661770	<b>STA-15SW-1350</b>	<b>17 / 22</b>
		<b>48</b> <b>53</b>

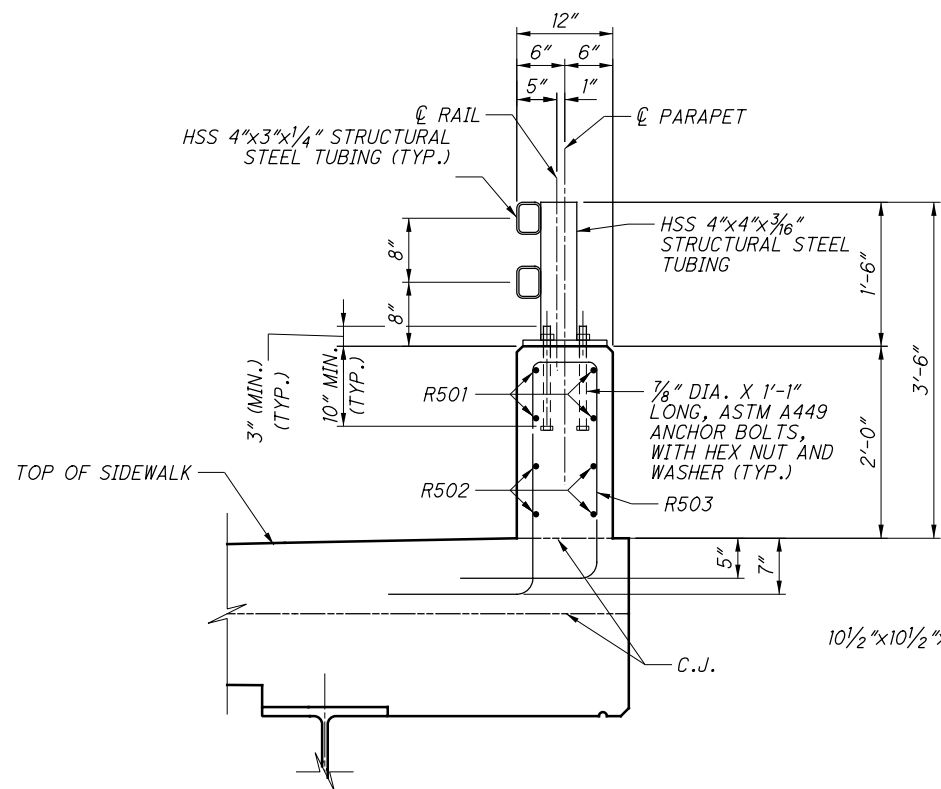
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LEFT PARAPET PLAN



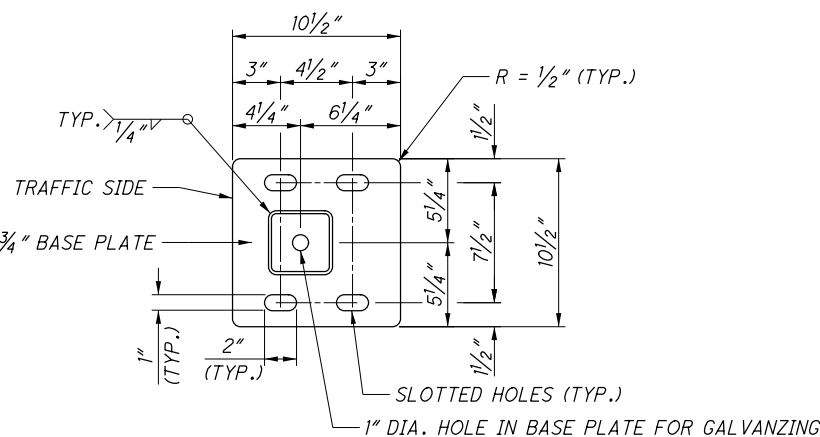
LEFT PARAPET ELEVATION



A  
18

SECTION THROUGH PARAPET

(SLAB AND SIDEWALK REINFORCEMENT NOT SHOWN FOR CLARITY)



BASE PLATE DETAIL

NOTES:

- FOR ADDITIONAL NOTES AND DETAILS, SEE ODOT STD. DWG. BR-2-15.
- CLEAR DISTANCE FROM FACE OF CONCRETE TO FACE OF REINFORCING SHALL BE 2" UNLESS NOTED OTHERWISE.
- TST-1-99 RAILING SHALL BE GALVANIZED.

STA-15SW-1350

LEFT PARAPET DETAILS

BRIDGE NO. STA-15SW-1350  
15TH ST. S.W. OVER WEST BRANCH OF NIMISHILLEN CREEK

DESIGNED  
JAT

DRAWN  
JAT

REVIEWED  
AMT

DATE  
12/1/2022

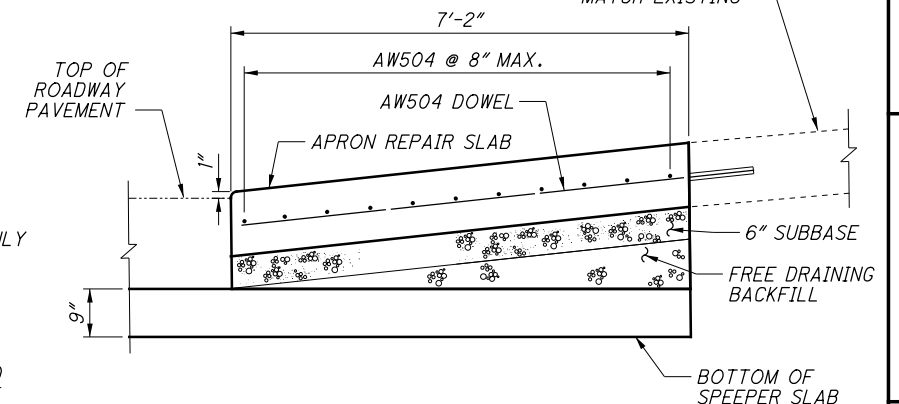
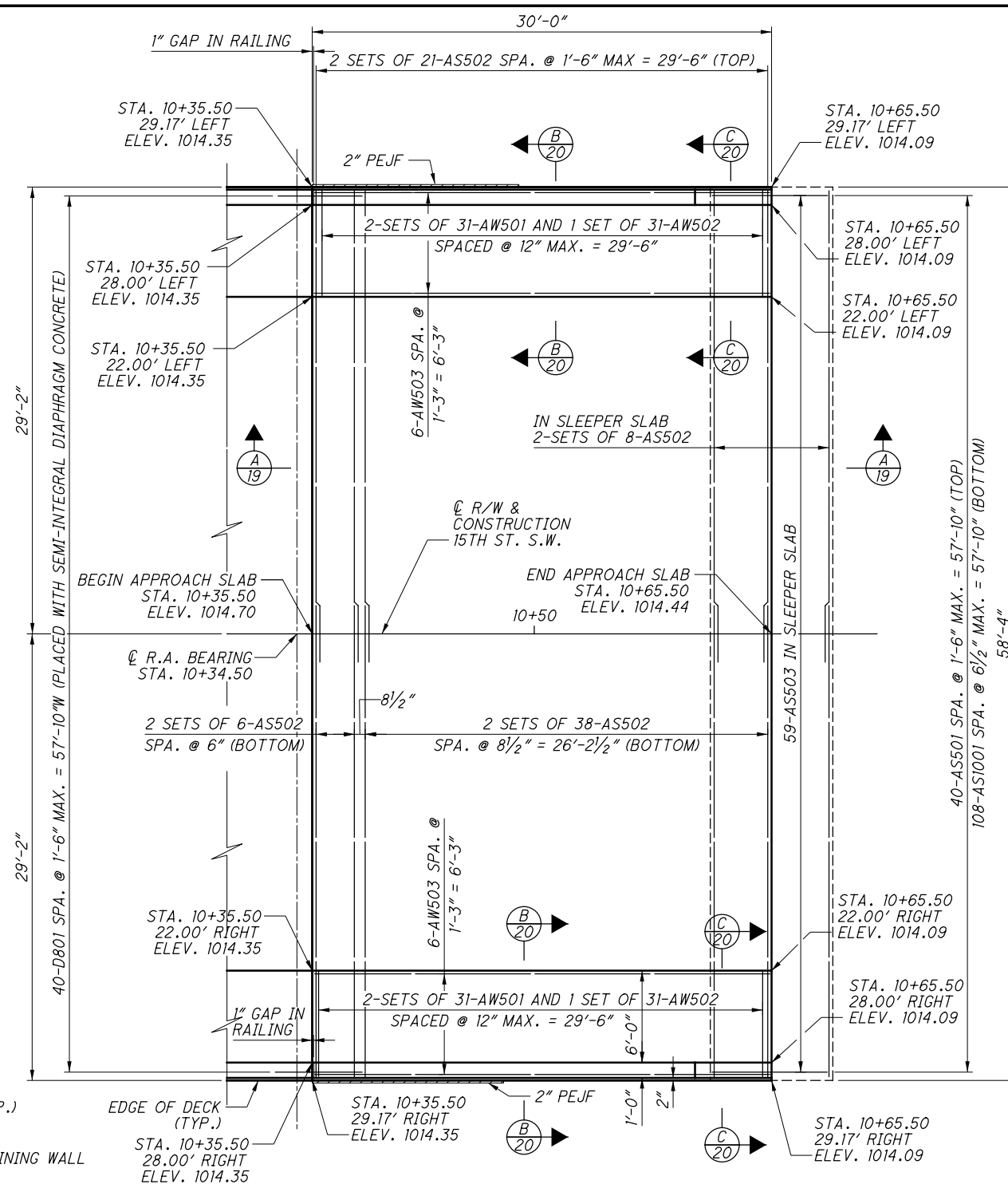
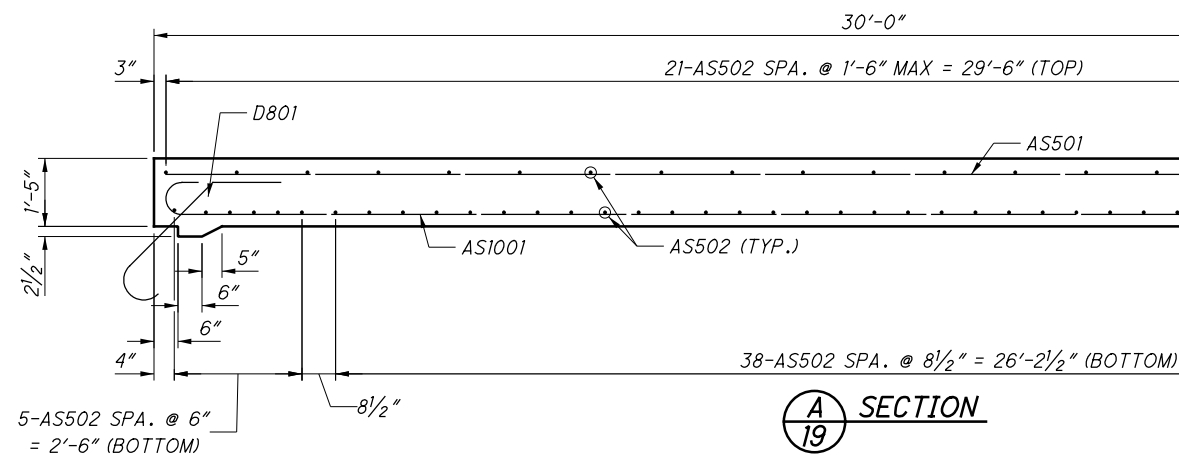
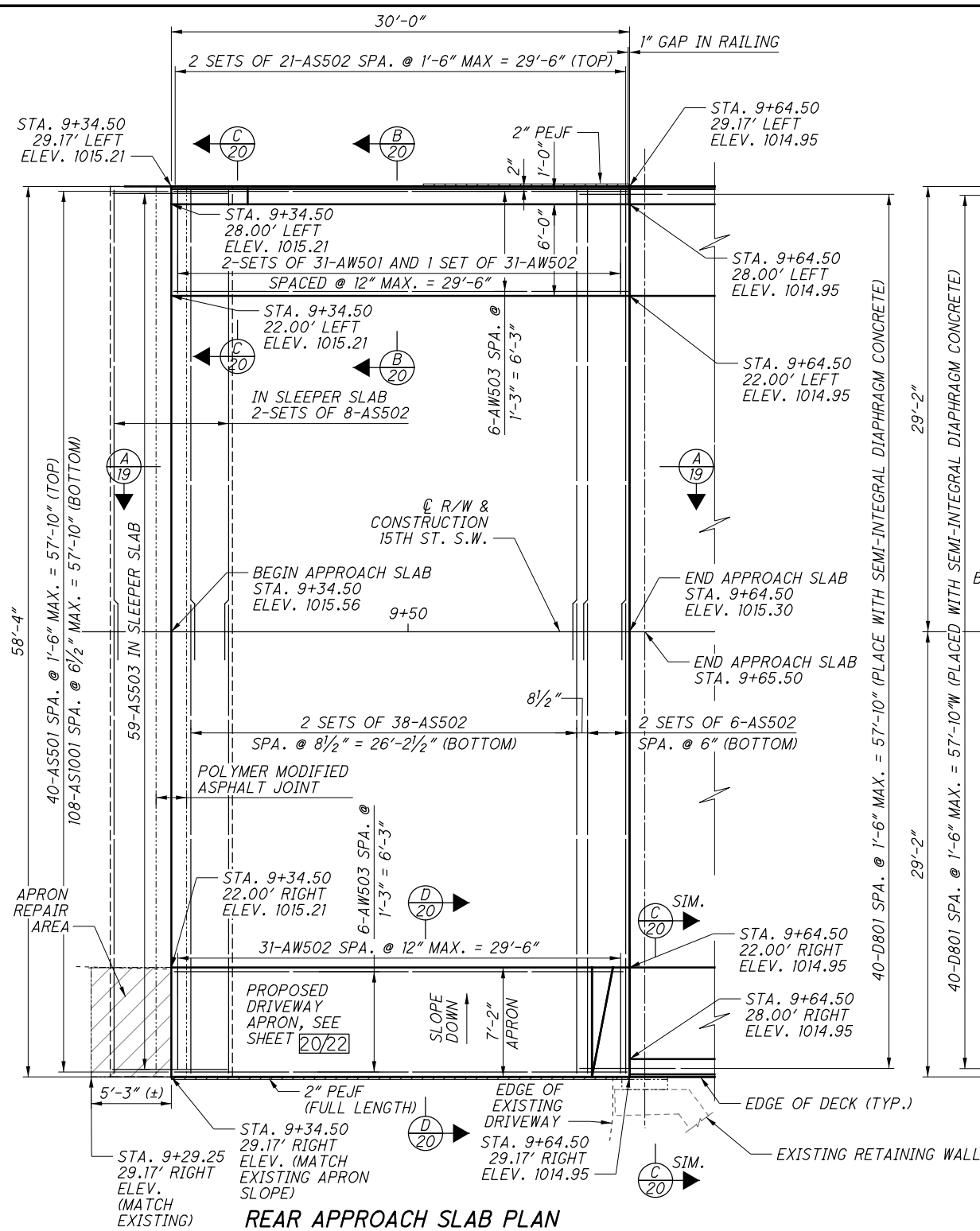
STRUCTURE FILE NUMBER  
7661770

DESIGN AGENCY  
PRIME  
8415 Rouse Place  
Columbus, Ohio 43240

PRIME

18 / 22

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53



NOTES:

- |    |   |          |       |
|----|---|----------|-------|
| 1. | FOR ADDITIONAL NOTES AND DETAILS, SEE<br>ODOT STD. DWG. AS-I-15.                                      | REVIEWED |       |
| 2. | CLEAR DISTANCE FROM FACE OF CONCRETE<br>TO FACE OF REINFORCING SHALL BE 2"<br>UNLESS NOTED OTHERWISE. |          | DRAWN |
| 3. | ELEVATIONS SHOWN ON THIS SHEET ARE<br>FOR TOP OF APPROACH SLAB, NOT TOP OF<br>SIDEWALK.               |          |       |

MINIMUM LAP LENGTHS:

#5 BAR = 3'-1"

BRIDGE NO. STA-15SW-1350

BRIDGE NO. STA-15SW-1350  
15TH ST. S.W. OVER WEST BRANCH OF NIMISHILLEN CREEKBRIDGE NO. STA-15SW-1350  
15TH ST. S.W. OVER WEST BRANCH OF NIMSHILLEN CREEK

**STA-15SW-1350**

19 / 22

50  
53

53

**PRIMEA**  
8415 Pulsar Place Suite 300  
Columbus Ohio 43240

**PRIME**  
8415 Pulsar Place Suite 300  
Columbus Ohio 43240

**PRIME**  
8415 Pulsar Place Suite 300  
Columbus Ohio 43240

**PRIME**  
8415 Pulsar Place Suite 300  
Columbus Ohio 43240

12/1/2022  
FILE NUMBER  
1170

12/1/2013  
FILE NUMBER  
61170

AMT	
RUCTION	76

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STRUCTURE	70

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STRUCTURE	70

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STRUCTURE	70

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MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
REAR ABUTMENT											
RA501	104	10'-7"	1148	2	2'-7"	5'-8"	2'-7"				
RA502	16	16'-1"	268	2	2'-7"	11'-2"	2'-7"				
RA503	16	32'-8"	545	STR							
RA504	6	11'-7"	72	2	2'-7"	6'-8"	2'-7"				
RA505	24	31'-10"	797	STR							
RA506	64	8'-9"	584	2	3'-2"	2'-8"	3'-2"				
RA507	16	3'-0"	50	STR							
RA508	18	7'-1"	133	2	3'-1"	1'-2"	3'-1"				
RA509	10	15'-8"	163	STR							
RA510	2	13'-8"	29	STR							
RA511	2	11'-8"	24	STR							
RA512	6	9'-8"	60	STR							
RA513	2	9'-10"	21	19	6'-8"	2'-9"	1'-4 1/2"				
RA514	8	2'-8"	22	STR							
RA601	128	9'-4"	1794	1	1'-0"	8'-6"					
RA602	30	14'-0"	631	1	1'-0"	13'-2"					
	2 SR	4'-10"									0'-5 1/4"
RA603	OF	TO	129	STR							
	7	7'-5"									
RA801	20	33'-6"	1789	STR							
RA802	6	11'-5"	183	2	2'-7"	6'-8"	2'-7"				
SUB-TOTAL			8442								
FORWARD ABUTMENT											
FA501	90	12'-1"	1134	2	2'-7"	7'-2"	2'-7"				
FA502	36	16'-1"	604	2	2'-7"	11'-2"	2'-7"				
FA503	20	33'-8"	702	STR							
FA504	8	13'-1"	109	2	2'-7"	8'-2"	2'-7"				
FA505	24	32'-2"	806	STR							
FA506	60	8'-9"	548	2	3'-2"	2'-8"	3'-2"				
FA507	8	3'-0"	25	STR							
FA508	36	7'-3"	272	2	3'-2"	1'-2"	3'-2"				
FA509	20	15'-8"	327	STR							
FA510	4	13'-6"	56	STR							
FA511	4	12'-3"	51	STR							
FA512	20	9'-8"	202	STR							
FA513	4	9'-11"	41	19	6'-8"	2'-9"	1'-4 1/2"				
FA601	120	10'-6"	1893	1	1'-0"	9'-8 1/4"					
FA602	44	15'-2"	1002	1	1'-0"	14'-4"					
	4 SR	4'-0"									
FA603	OF	TO	225	STR							0'-5 1/4"
	7	6'-8"									
FA801	24	34'-8"	2222	STR							
FA802	8	12'-11"	276	2	2'-7"	8'-2"	2'-7"				
SUB-TOTAL			10495								

NOTES:

1. ALL REINFORCING STEEL SHALL BE EPOXY COATED.

2. BAR SIZE: THE BAR SIZE IS INDICATED IN THE BAR MARK. THE MARK BEGINS WITH TWO OR THREE LETTERS OR NUMBERS THAT IDENTIFY THE BAR LOCATION. THE NEXT ONE OR TWO DIGITS INDICATE THE BAR SIZE, AND THE REMAINING TWO DIGITS ARE THE SEQUENCE NUMBER.  
  
EXAMPLE: S1001  
S = SUPERSTRUCTURE BAR  
10 = #10 BAR  
01 = BAR SEQUENCE NUMBER 1
3. BAR DIMENSIONS SHOWN ARE OUT-TO-OUT UNLESS OTHERWISE INDICATED.

4. STR. IN THE BAR TYPE COLUMN INDICATES A STRAIGHT BAR.

5. RAD INDICATES INSIDE RADIUS, UNLESS OTHERWISE NOTED.

6. INCR. INDICATES THE LENGTH INCREMENT FOR SERIES BARS.

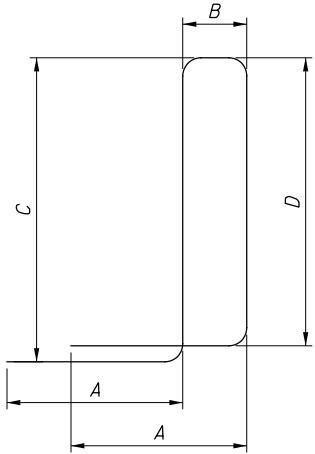
7. STD. WRITTEN IN PLACE OF A DIMENSION INDICATES A STANDARD BEND AT THE END OF A BAR.

8. FIELD BEND BARS AS NECESSARY TO MATCH CURVATURE OF ROADWAY.

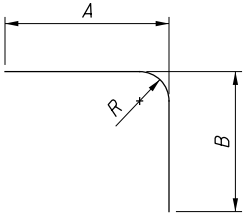
MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
SUPERSTRUCTURE											
S401	195	24'-11"	3246	STR							
S402	276	10'-1"	1859	2	7'-6"	0'-7 1/2"	2'-2"				
S501	276	32'-7"	9380	STR							
S502	231	25'-7"	6164	STR							
S503	276	28'-3"	8132	STR							
S801	16	31'-8"	1353	STR							
SUB-TOTAL			30134								

MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
BRIDGE MOUNTED RAILINGS											
R501	36	12'-2"	457	STR							
R502	24	25'-0"	626	STR							
R503	178	7'-10"	1454	30	1'-6"	0'-8"	2'-5"	2'-3"			
R504	14	10'-10"	158	30	1'-6"	0'-8"	3'-11"	3'-9"			
R505	12	3'-9"	47	STR							
R506	4	16'-4"	68	STR							
R507	2	5'-4"	11	1	0'-10"	4'-8"					
R508	2	6'-1"	13	40	3'-5"	2'-11"				0'-7 <sup>3</sup> / <sub>8</sub> "	
R509	4	5'-11"	25	STR							
R510	2	4'-5"	9	1	1'-6"	3'-1"					
SUB-TOTAL			2868								

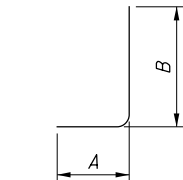
FABRICATOR NOTE:  
REINFORCING SHOWN IN THE BRIDGE MOUNTED RAILING TABLE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS REINFORCING IS INCLUDED FOR PAYMENT WITH THE RAILING ITEM 517 FOR PAYMENT.



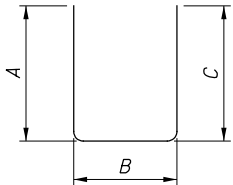
TYPE-30



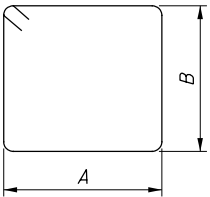
TYPE-40



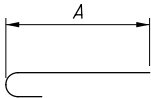
TYPE-1



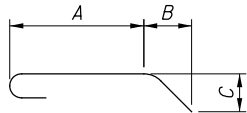
TYPE-2



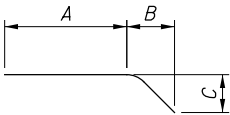
TYPE-3



TYPE-16



TYPE-18



TYPE-19

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MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
REAR SEMI-INTEGRAL END DIAPHRAGM											
RD401	2	2'-8"	4	STR							
RD501	43	6'-9"	303	2	2'-7"	1'-10"	2'-7"				
RD502	19	11'-4"	225	3	2'-8"	2'-8"					
RD503	13	11'-6"	156	3	2'-8"	2'-9"					
RD504	11	11'-10"	136	3	2'-8"	2'-11"					
RD505	3	6'-1"	19	2	2'-3"	1'-10"	2'-3"				
RD506	3	8'-0"	25	3	2'-8"	1'-0"					
RD801	4	36'-0"	384	STR							
RD802	4	32'-10"	351	1	1'-6"	31'-6"					
RD803	4	31'-6"	336	STR							
RD804	6	7'-0"	112	STR							
RD805	4	10'-6"	112	STR							
RD806	2	6'-0"	32	STR							
RD807	8	4'-1"	87	2	1'-5"	1'-8"	1'-5"				
RD808	2	22'-10"	122	STR							
RD809	4	24'-2"	258	1	1'-6"	22'-10"					
RD810	6	6'-6"	104	STR							
RD811	8	6'-1"	130	18	3'-11"	1'-0"	1'-0"				
D801	40	5'-0"	534	18	2'-10"	1'-0"	1'-0"				
SUB-TOTAL			3430								
FORWARD SEMI-INTEGRAL END DIAPHRAGM											
FD401	2	2'-8"	4	STR							
FD501	43	6'-9"	303	2	2'-7"	1'-10"	2'-7"				
FD502	19	11'-4"	225	3	2'-8"	2'-8"					
FD503	13	11'-6"	156	3	2'-8"	2'-9"					
FD504	11	11'-10"	136	3	2'-8"	2'-11"					
FD505	3	6'-1"	19	2	2'-3"	1'-10"	2'-3"				
FD506	3	8'-0"	25	3	2'-8"	1'-0"					
FD801	4	36'-0"	384	STR							
FD802	4	32'-10"	351	1	1'-6"	31'-6"					
FD803	4	31'-6"	336	STR							
FD804	6	7'-0"	112	STR							
FD805	4	10'-6"	112	STR							
FD806	2	6'-0"	32	STR							
FD807	8	4'-1"	87	2	1'-5"	1'-8"	1'-5"				
FD808	2	22'-10"	122	STR							
FD809	4	24'-2"	258	1	1'-6"	22'-10"					
FD810	6	6'-6"	104	STR							
FD811	8	6'-1"	130	18	3'-11"	1'-0"	1'-0"				
D801	40	5'-0"	534	18	2'-10"	1'-0"	1'-0"				
SUB-TOTAL			3430								

MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
SIDEWALKS											
AW501	186	4'-0"	776	2	2'-5"	0'-10 1/2"	1'-0"				
AW502	124	6'-10"	884	STR							
AW503	24	29'-8"	743	STR							
AW504	17	8'-0"	142	STR	FIELD TRIM AS NECESSARY						
AW505	11	2'-11"	33	1	0'-10"	2'-3"					
AW506	2	6'-10"	14	STR							
SW501	304	4'-0"	1268	2	2'-5"	0'-10 1/2"	1'-0"				
SW502	152	6'-10"	1083	STR							
SW503	36	25'-7"	962	STR							
SUB-TOTAL			5905								

NOTE:  
PREFIX "AW" INDICATES APPROACH SLAB MOUNTED SIDEWALK, PREFIX "SW" INDICATES SUPERSTRUCTURE MOUNTED SIDEWALK.

MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
APPROACH SLABS											
AS501	80	29'-6"	2461	STR							
AS502	292	30'-6"	9277	STR							
AS503	118	7'-6"	923	STR							
AS1001	216	30'-11"	28735	16	29'-6"						
SUB-TOTAL			41396								

FABRICATOR NOTE:  
REINFORCING SHOWN IN THE APPROACH SLABS TABLE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE D801 BAR IS LISTED WITH THE SEMI-INTEGRAL END DIAPHRAGM REINFORCING STEEL TABLES. COST OF APPROACH SLAB REINFORCING IS INCLUDED WITH ITEM 526.

MARK	NUMBER	LENGTH	WEIGHT	TYPE	DIMENSIONS						
	TOTAL				A	B	C	D	E	R	INC
APPROACH SLAB MOUNTED RAILING											
AR501	6	4'-2"	26	1	0'-10"	3'-5"					
AR502	6	6'-1"	39	40	3'-5"	2'-11"				0'-7 <sup>3</sup> / <sub>8</sub> "	
AR503	12	4'-7"	57	STR							
AR504	33	10'-10"	373	30	1'-6"	0'-8"	3'-11"	3'-9"			
AR505	93	7'-10"	760	30	1'-6"	0'-8"	2'-5"	2'-3"			
AR506	12	3'-5"	43	STR							
AR507	36	5'-5"	203	STR							
AR508	12	8'-6"	107	STR							
AR509	12	29'-7"	370	STR							
AR510	6	4'-5"	28	1	1'-6"	3'-1"					
SUB-TOTAL			2006								

FABRICATOR NOTE:  
REINFORCING SHOWN IN THE APPROACH SLAB MOUNTED RAILING TABLE IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS REINFORCING IS INCLUDED WITH THE RAILING ITEM 517 FOR PAYMENT.



**(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.

**Code of Federal Regulations**

**Title 45 - Public Welfare**

Volume: 4

Date: 2010-10-01

Original Date: 2010-10-01

Title: Section 2543.87 - Byrd anti-lobbying amendment.

Context: Title 45 - Public Welfare. Subtitle B - Regulations Relating to Public Welfare (Continued).

CHAPTER XXV - CORPORATION FOR NATIONAL AND COMMUNITY SERVICE. PART 2543 - GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS. Subpart E - Statutory Compliance.

**§ 2543.87**

**Byrd anti-lobbying amendment.**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **ODOT Office of Local Programs**

### **Notice to the Industry**

In December 2014, a compliance review of ODOT's Disadvantaged Business Enterprise (DBE) Program was conducted by the Federal Highway Administration's (FHWA's) Office of Civil Rights. A subsequent review was conducted in June 2015. The purpose of the reviews was to determine ODOT's compliance with the DBE program regulations found in 49 CFR Part 26.

In the end, it was determined that the ODOT DBE Program was noncompliant with Federal regulations. A total of 32 areas were identified in which the Department was deficient in implementing the Federal requirements; 7 of these were directly related to the Local Let program.

As a result of those findings, ODOT and FHWA entered into a Conciliation Agreement in September 2015 to address those areas of noncompliance in ODOT's DBE program. Since the inception of this agreement, the Office of Local Programs has played an integral part in addressing specific deficiencies related to the Local Let program and has worked to develop solutions to ensure compliance.

Following, are the programmatic and process changes that have been or will be implemented by ODOT's Office of Local Programs to address these seven areas.

#### **PN007**

This Note is a Local-let specific version of the ODOT-let PN 007 that was drafted in December of 2019. Requirements to monitor DBE Trucking have been updated to a monthly process that will be completed as part of the Trucking Affidavit Section on the new Prompt Payment Spreadsheet (*see PN31 Prompt Payment guidance below*). The Prime Contractor will be required to monitor trucking firms being used on the project and make appropriate selections on the Affidavit section of the Prompt Payment Spreadsheet.

Training and Guidance for this process can be located at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/local-programs/resources/prompt-pay>

#### **PN13**

A Local-let specific version of PN 13 was finalized and added to the Bid Doc Template in March of 2019. This proposal note outlines the requirements for identifying DBEs pre-award who will be utilized to meet the established project goals through the Utilization and Affirmation processes. This Proposal Note also provides defining criteria for Good Faith Efforts, termination, and the replacement of DBE firms.

Good Faith Efforts, termination, and replacement guidance may be located at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/business-economic-opportunity/dbe/dbe-resources>

For reference purposes, the Local-let Bid Doc Template may be found in the Forms/Bid Preparation Section at the following web page address:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/local-let-manual>

## PN31

This Proposal Note was developed to outline the new comprehensive Prompt Payment and Commercially Useful Function (CUF) Procedures via the GoFormz platform. A template for this form may be found and submitted via the GoFormz website located at [www.goformz.com](http://www.goformz.com) (see *detailed directions for creating an account below*).

The Code of Federal Regulations (CFR), 49 CFR Part 26. Within 49 CFR Part 26, 49 CFR 26.29 define the prompt payment requirements that apply to ODOT (the Department), its subrecipients (LPA's), and, by extension, both Prime Contractors and Subcontractors (including non-DBEs). The Prime Contractor must comply with this Proposal Note and the Department's prompt payment requirements as published in Section 107.21 of the Construction and Materials Specifications (C&MS).

Additionally, ODOT will monitor payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting will take place through a web-based submission on a customized version of ODOT's GoForms, which will be directly routed to a project specific folder on a SharePoint site created by each district.

Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

To obtain a GoFormz account, you must first register and obtain a MyODOT account. To do this, please click [Link](#) and follow directions outlined on the website. Two process flowcharts linked below have also been provided to assist in better understanding this process.

<https://www.transportation.ohio.gov/static/Working/data-tools/PromptPay/Visio-LPA-LocalPublicAgency-access-GoFormz-SharePoint.pdf>

<https://www.transportation.ohio.gov/static/Working/data-tools/PromptPay/Visio-LPA-PrimeContractoraccess-GoFormz.pdf>

Once a MyODOT account has been set up, the account holder will need to email: [GoFormz.Help@dot.ohio.gov](mailto:GoFormz.Help@dot.ohio.gov)

- In the Subject Line type Create GoFormz Account;
- After, a Login for Goformz will be emailed back to the sender, then
- Click [www.goformz.com](http://www.goformz.com) to access GoFormz and set up your account

You may access online training for Prompt Payment and CUF on the Local Programs LTAP page at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/LTAP/Pages/Ohio\\_LTAP\\_eLearning.aspx](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/LTAP/Pages/Ohio_LTAP_eLearning.aspx)

Additionally, a very beneficial GoFormz training/ YouTube webinar recording can be found at:

[https://youtu.be/hes\\_7zi2n2U](https://youtu.be/hes_7zi2n2U)

## **PN32**

To ensure compliance with State and Federal laws which require all contractors and subcontractors to be documented in writing and in conformity with all applicable laws and regulations, the Department will require that a C92 form be completed for each subcontractor and material supplier working on the project prior to their starting work via electronic C92 GoFormz (*process to access GoFormz described above*) which will automatically be uploaded to the respective District SharePoint site. This requirement will go into effect immediately for all Local-let projects advertising after 1/31/2021.

Additionally, this requirement allows the Department to accurately and fully track DBE participation, both race-neutral and race-conscious. This is necessary for semi-annual reporting to FHWA.

District LPA staff will grant SharePoint access to the appropriate LPA personnel enabling them to view and monitor project documentation. The Project Engineer or LPA Designee will be required to verify that a C92 GoFormz has been submitted for each subcontractor working on the project, and this requirement will also be routinely monitored by the District Construction Monitor to ensure compliance.

## **PN126**

This Proposal Note must be used on all Local-let Design Build projects using the 2019 C&MS. The note revises Section 100 – General Provisions of the ODOT 2019 C&MS to be specific for LPAs. PN126 closely resembles the same note used on ODOT-let Design Build projects. The major update is the Prime Contractor's contractual obligation to make payment to each consultant, subcontractor, and supplier within 10 Calendar Days after receipt of payment from either the Department or LPA. Also, the Prime Contractor shall ensure this contractual obligation is placed in all consultants, subconsultants, subcontractor and supplier contracts that it enters into and further require that all consultants, subconsultants subcontractor and suppliers place the same payment obligation in each of their lower tier contracts.

For reference purposes, the Local-let Design Build Bid Doc Template may be found in the Forms/Bid Preparation Section at the following web page address:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/local-let-manual>

## **Commercially Useful Function (CUF) Training**

Training for CUF and Prompt Payment is located at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/LTAP/Pages/Ohio\\_LTAP\\_eLearning.aspx](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/LTAP/Pages/Ohio_LTAP_eLearning.aspx)

## **Additional Updates to the LTP Manual of Procedures – Construction Chapter**

### **Clarification on Retainage Requirements**

In accordance with Article XVIII, Section 3 of the Ohio Constitution, and Ohio's home rule law, the Department allows LPA program recipients the full flexibility to withhold retainage from the prime in strict accordance with sections 153.12 and 153.14 of the Revised Code, and pursuant to 49 CFR 26.29(b)(3).

Should an LPA exercise its option to retain funds, it must be done so in strict accordance with the rules outlined above. Additionally, LPAs who choose to do so, shall monitor the return of retainage and may withhold retainage by selecting one of three specified methods outlined in 49 CFR 26.29(b)(3):

(1) LPA may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from sub-contractors.

(2) LPA may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) LPA may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

### **FHWA Form 1273**

A process has been outlined in the Construction Chapter of the LPA Manual of Procedures to ensure that the FHWA Form 1273 is physically incorporated into all Local-let construction contract and subcontract agreements (excluding purchase orders, rental agreements and other agreements for supplies or services). The LPA will be required to collect all contracts, subcontracts, and lower-tier contracts on the project from the Prime Contractor to verify Form FHWA-1273 has been physically incorporated. The LPA must then affirm the physical incorporation of Form FHWA-1273 by completing Appendix M – Form FHWA-1273 Subcontract Agreement Check.

The Construction Chapter of the LPA Manual of Procedures may be found at the following web page address: <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/local-let-manual>

### **Ensuring Continued Compliance**

Moving forward, ODOT has committed to meet required corrective actions outlined in the Conciliation Agreement and ensuring that the Local-let Program is compliant with the DBE program requirements and regulations.

If there are any additional questions or comments, please do not hesitate to contact any of the individuals listed below.

**Contact Information:**

Any questions regarding the update outlined above should be directed to the following:

**Office of Local Programs:**

Jeff Peyton: 614-466-2032

Jeff Shaner: 614-644-6394

All questions regarding the **GoFormz** application can be directed to the following email address [GoFormz.Help@dot.ohio.gov](mailto:GoFormz.Help@dot.ohio.gov) or the Admin Owners below.

**GoFormz Admin Owners:**

Janet Treadway: 614-466-7514

Tia Williams-Hayes: 614-644-6463



**Code of Federal Regulations**

Title 2 - Grants and Agreements

Volume: 1

Date: 2015-01-01

Original Date: 2015-01-01

Title: Section Â§ 200.322 - Procurement of recovered materials.

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Subpart D - Post Federal Award Requirements. - Procurement Standards.

**§ 200.322**

**Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

# Prohibition on Covered Telecommunications and Video Surveillance Services or Equipment

## Grants and Loans

This document is designed to address common questions regarding the Office of Management and Budget's (OMB) implementation of section 889(b) of the National Defense Authorization Act (NDAA) of Fiscal Year 2019, Pub. L. No. 115—232, for grants and loans through the updates to section 200.216 of Title 2 of the Code of Federal Regulations (2 CFR).

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Q-1. What are “covered telecommunications equipment or services”?

Section 889 of the NDAA of 2019 defines “covered telecommunications equipment or services” to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

“Covered telecommunications equipment or services” also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country. Additional entities identified as covered entities will be identified as described in Q-2.

Q-2. How do you know if an entity has been added to the list of covered entities?

Entities added to this list will be incorporated into the excluded parties list in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)). When a user conducts a search of the excluded parties list, a record will appear describing the nature of the exclusion for any entity identified as covered by this prohibition.

Q-3. What is the covered foreign country?

The People’s Republic of China.

Q-4. Can this prohibition be waived for grants and loans?

Unlike Federal procurement, the prohibition cannot be waived for Federal assistance such as grants and loans.

Q-5. Is it mandatory to include a specific provision in Federal awards and notices of funding opportunity issued on or after August 13, 2020?

The Federal awarding agency must take positive steps to ensure that recipients are aware of the requirements associated with this provision as of August 13, 2020. While referencing 2 CFR Part 200 may likely suffice, including a specific provision may be a best practice in order to ensure clarity, especially because this is a new requirement.

Q-6. Does the Section 889 prohibition apply to existing Federal awards as of August 13, 2020?

Yes. The section 889 prohibition on covered telecommunications and video surveillance services or equipment is effective on all expenditures charged to Federal awards as of August 13, 2020.

Q-7. Will this prohibition impact fixed amount awards where payment is based upon the achievement of milestones and not based on actual costs?

Yes, the prohibition on covered telecommunications and video surveillance services or equipment applies and the recipient’s budget must not include the cost of covered telecommunications and video surveillance services or equipment in their fixed amount award.

Q-8. Can a Federal award be provided to a recipient when they use covered telecommunications equipment or services?

Yes, as long as the Federal award does not pay for the covered telecommunications and video surveillance services or equipment that the recipient uses. If the Federal agency suspects that the goods and services being procured under the award may in fact be prohibited, it must take appropriate action, consistent with its policies and procedures, and in accordance with the guidance in 2 CFR Part 200.

Q-9. Do existing Federal awards need to be amended to include the provision after August 13, 2020?

This prohibition applies to existing Federal awards. Federal awarding agencies must ensure that recipients are aware of this prohibition and determine if an amendment is needed on a case by case basis.

Q-10. If a Federal award issued prior to August 13, 2020 is amended for non-financial purposes (i.e., no cost extension or scope), does the amendment need to include this prohibition?

This prohibition applies to existing Federal awards. Federal awarding agencies must ensure that recipients are aware of this prohibition and determine if an amendment is needed on a case by case basis.

Q-11. If a Federal award issued prior to August 13, 2020 is amended for the purposes of adding supplemental funds, does the amendment need to include this prohibition?

This prohibition applies to existing Federal awards. Federal awarding agencies must ensure that recipients are aware of this prohibition and determine if an amendment is needed on a case by case basis.

Q-12. Can a Federal award be used to procure goods or services, unrelated to prohibited services or equipment, from an entity that uses such equipment and services?

Yes.

Q-13. Do recipients need to certify that goods or services procured under a Federal award are not for covered telecommunications equipment or services?

Yes, when the recipient signs an award agreement they are certifying that they will comply with all applicable laws, rules, and regulations, including the prohibition on covered telecommunications equipment and services. If the Federal agency suspects that the goods and services being procured under the award may in fact be prohibited, it must follow its own policies and procedures to take appropriate action that aligns with the guidance in 2 CFR Part 200. OMB is separately evaluating the certifications and representations statement in SAM and will make any necessary updates.

Q-14. Can recipients use the costs associated with covered telecommunications equipment or services or equipment to meet their cost sharing or match requirements?

No, such costs are unallowable costs.

Q-15. Can recipients use program income generated by a Federal award to cover the costs associated with covered telecommunications equipment or equipment?

No. Program income must be used for allowable costs in accordance with 2 CFR §200.307.

Q-16. Will this prohibition impact awards that use the de minimis indirect cost rate, as the 10% is based on modified total direct costs (MTDC) and not specific indirect costs elements?

No, the prohibition on covered telecommunications and video surveillance services or equipment does not affect a non-Federal entity's use of the de minimis indirect cost rate; however, the non-Federal entity must review its costs used to determine its de minimis indirect cost rate to ensure that unallowable costs are not included in the calculation. The MTDC cannot include unallowable costs in its calculation of the de minimis indirect cost rate.

Q-17. When a recipient normally charges prohibited services or equipment through their indirect cost pool, can a Federal award cover the same recipient's indirect costs?

No, like other unallowable costs, covered telecommunications and video surveillance services or equipment costs must not be charged either directly or indirectly to Federal awards. The recipient must separately negotiate an indirect cost rate for their Federal awards that excludes these costs from the indirect cost pool and base amount chargeable to its Federal award(s).

Q-18. How will covered telecommunications equipment or services as a new unallowable expense be implemented for indirect cost rates?

Federally approved indirect cost rate agreements generally do not need to be reopened or amended, but may need to be adjusted in accordance with 2 CFR § 200.411. The non-Federal entity must review its current indirect cost rate proposal or previously negotiated rate to ensure that it does not include expenses associated with covered telecommunications equipment or services because the non-Federal entity must certify that the costs included in its proposal are allowable.<sup>1</sup>

- If a non-Federal entity has not included the covered telecommunications equipment or services, then it should include a statement with each indirect cost proposal affirming that it has not included any costs described in 2 CFR §200.216.
- If a non-Federal entity finds that it has included the covered telecommunications equipment or services in an indirect cost proposal currently under review or a previously negotiated rate, then it should immediately contact the cognizant agency for indirect costs to revise the indirect cost proposal or negotiated rate.

Q-19. How will Federal agencies identify covered telecommunications and video surveillance services or equipment as unallowable costs in the negotiation and random audit selection of indirect costs?

Federal agencies must adapt their policies and procedures to review the costs associated with the prohibited telecommunications and video surveillance services or equipment. 2 CFR Part 200 requires the recipient to certify that all costs within the negotiated indirect cost rate are allowable in accordance with 2 CFR Part 200, Subpart E (Cost Principles). The covered telecommunications and video surveillance services or equipment mentioned in Sec. 889 of the NDAA of 2019 are considered unallowable under 2 CFR Part 200, Subpart E (Cost Principles).

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<sup>1</sup> 2 C.F.R. Part 200, Appendix III (F), Certification; Appendix IV (D), Certification of Indirect (F&A) Costs; Appendix VII (D.3), Required Certification.

Q-20. What are the Federal awarding agencies' responsibilities to monitor adherence to this provision?

Federal awarding agencies are responsible for the implementation of this provision, as they are for the other compliance requirements in 2 CFR Part 200, and must incorporate oversight of this provision into their existing the monitoring and compliance oversight of Federal awards. Adherence to these new requirements will also be reviewed for costs incurred on or after August 13, 2020 in future Single Audits and other audits of recipient spending.

Q-21. How should a Federal awarding agency handle a recipient that procured covered telecommunications equipment or services or equipment under a Federal award?

If a recipient procures covered technology under a Federal award, the Federal awarding agency must follow its policies and procedures associated with monitoring Federal awards and, when appropriate, pursue remedies for noncompliance, which must align with the guidance provided in 2 CFR Part 200.

## Exclusion Search Results 17 Total Results

### Filtered by:

#### Keyword

Hangzhou Hytera Huawei Zhejiang ZTE dahua

#### Status

Active

Inactive

### Dr. Zhiwei Wang ● Active

DUNS

Unique Entity ID:

Excluding Agency:

HEALTH AND HUMAN SERVICES,  
DEPARTMENT OF

Activation Date:

Jul 21, 2020

SAM

Unique Entity ID:

Classification:

Individual

Termination Date:

Jul 20, 2030

### HANGZHOU HONGYAN TRADING CO., LTD ● Active

DUNS

Unique Entity ID:

Excluding Agency:

OFFICE OF FOREIGN ASSETS CONTROL

Activation Date:

SAM

Unique Entity ID:

Classification:

Special Entity Designation

Termination Date:

Indefinite

### ZTE Corporation ● Active

DUNS

Unique Entity ID: 654608660

Excluding Agency:

GENERAL SERVICES ADMINISTRATION

Activation Date:

Dec 13, 2019

SAM

Unique Entity ID: HWEKRJ3F3N29

Classification:

Firm

Termination Date:

Indefinite

### Huawei Investment & Holding Co., Ltd. ● Active

DUNS

Unique Entity ID: 544957314

Excluding Agency:

GENERAL SERVICES ADMINISTRATION

Activation Date:

Dec 13, 2019

SAM

Unique Entity ID: Y3NYMV2P5446

Classification:

Firm

Termination Date:

Indefinite

### Hangzhou Hikvision Digital Technology Co., Ltd. ● Active

DUNS

Unique Entity ID: 545259848

Excluding Agency:

GENERAL SERVICES ADMINISTRATION

Activation Date:

Dec 13, 2019

SAM

Unique Entity ID: L78SCHFL4JN8

Classification:

Firm

Termination Date:

Indefinite

### Hytera Communications Corporation Limited ● Active

DUNS

Unique Entity ID: 654702463

Excluding Agency:

GENERAL SERVICES ADMINISTRATION

Activation Date:

Dec 13, 2019

SAM

Unique Entity ID: DUKCMD4EJJG8

Classification:

Firm

Termination Date:

Indefinite

### Zhejiang Dahua Technology Co., Ltd. ● Active

DUNS

Unique Entity ID: 545242687

Excluding Agency:

GENERAL SERVICES ADMINISTRATION

Activation Date:

Dec 13, 2019

SAM

Unique Entity ID: ED47N4Z1K8S9

Classification:

Termination Date:





Indefinite

**HONGYUAN MARINE CO LTD** ● Active

DUNS

Unique Entity ID:

Excluding Agency:

OFFICE OF FOREIGN ASSETS CONTROL

Activation Date:

Jan 10, 2020

SAM

Unique Entity ID:

Classification:

🔑 Special Entity Designation

Termination Date:

Indefinite

**Zhongli DING** ● Active

DUNS

Unique Entity ID:

Excluding Agency:

OFFICE OF FOREIGN ASSETS CONTROL

Activation Date:

Dec 07, 2020

SAM

Unique Entity ID:

Classification:

👤 Individual

Termination Date:

Indefinite

**SHANGHAI GANG QUAN TRADE CO.** ● Active

DUNS

Unique Entity ID:

Excluding Agency:

OFFICE OF FOREIGN ASSETS CONTROL

Activation Date:

May 17, 2017

SAM

Unique Entity ID:

Classification:

🔑 Special Entity Designation

Termination Date:

Indefinite

**SHANGHAI NORTH TRANSWAY INTERNATIONAL TRADING CO.** ● Active

DUNS

Unique Entity ID:

Excluding Agency:

OFFICE OF FOREIGN ASSETS CONTROL

Activation Date:

May 17, 2017

SAM

Unique Entity ID:

Classification:

🔑 Special Entity Designation

Termination Date:

Indefinite

**Yueyue SHEN** ● Active

DUNS

Unique Entity ID:

Excluding Agency:

OFFICE OF FOREIGN ASSETS CONTROL

Activation Date:

Dec 07, 2020

SAM

Unique Entity ID:

Classification:

👤 Individual

Termination Date:

Indefinite

**Huawei Technologies Co., Ltd.** ● Active

DUNS

Unique Entity ID: 654292358

Excluding Agency:

DEPT OF THE AIR FORCE

Activation Date:

Feb 21, 2019

SAM

Unique Entity ID: DCAMUHE5N6W1

Classification:

🏢 Firm

Termination Date:

Indefinite

**Huawei Device Co., Ltd.** ● Active

DUNS

Unique Entity ID: 421306185

Excluding Agency:

DEPT OF THE AIR FORCE

Activation Date:

Feb 21, 2019

SAM

Unique Entity ID: JKTPF89M9P73

Classification:

🏢 Firm

Termination Date:

Indefinite

**HUAWEI DEVICE USA INC.** ● Active

DUNS

Unique Entity ID: 078284967

Excluding Agency:

DEPT OF THE AIR FORCE

Activation Date:

Feb 21, 2019

SAM

Unique Entity ID: LCF7TMLFD2J2

Classification:

🏢 Firm

Termination Date:

Indefinite

**Zuoyou LIN** ● Active

**DUNS** Unique Entity ID:

**SAM** Unique Entity ID:

**Excluding Agency:**  
OFFICE OF FOREIGN ASSETS CONTROL  
**Classification:**  
👤 Individual

**Activation Date:**  
Sep 03, 2020  
**Termination Date:**  
Indefinite

**Daniel Y. HE** ● Active

**DUNS** Unique Entity ID:

**SAM** Unique Entity ID:

**Excluding Agency:**  
OFFICE OF FOREIGN ASSETS CONTROL  
**Classification:**  
👤 Individual

**Activation Date:**  
Oct 19, 2020  
**Termination Date:**  
Indefinite

## APPENDIX E

### BID PROPOSAL

**GP 113153 15th St SW Bridge Replacement, GP 1299**

REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Price	Material Unit Price	COST
ROADWAY							
1	201E11000	CLEARING AND GRUBBING	1.000	LUMP			
2	202E23000	PAVEMENT REMOVED	520.000	SY			
3	202E30000	WALK REMOVED	941.000	SF			
4	202E32000	CURB REMOVED	174.000	FT			
5	202E35100	PIPE REMOVED, 24" AND UNDER	413.000	FT			
6	202E58000	MANHOLE REMOVED	2.000	EACH			
7	202E58100	CATCH BASIN REMOVED	4.000	EACH			
8	202E75200	FENCE REMOVED FOR REUSE	72.000	FT			
9	202E75254	GATE REMOVED FOR REUSE	1.000	EACH			
10	203E10000	EXCAVATION	49.000	CY			
11	203E20000	EMBANKMENT	10.000	CY			
12	204E10000	SUBGRADE COMPACTION	935.000	SY			
13	607E23100	FENCE REBUILT	72.000	FT			
14	607E61111	GATE REBUILT, AS PER PLAN	1.000	EACH			
15	608E12000	5" CONCRETE WALK	1,032.000	SF			
16	609E26000	CURB, TYPE A (PER COC SD-29)	170.000	FT			
EROSION CONTROL							
17	601E32204	ROCK CHANNEL PROTECTION, TYPE C WITH GEOTEXTILE FABRIC	84.000	CY			
18	659E00300	TOPSOIL	12.000	CY			
19	659E10000	SEEDING AND MULCHING	108.000	SY			
20	659E20000	COMMERCIAL FERTILIZER	0.020	TON			
21	659E31000	LIME	0.020	ACRE			

22	659E35000	WATER	1.000	MGAL			
DRAINAGE							
23	602E20000	CONCRETE MASONARY	0.460	CY			
24	605E14020	6" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC	94.000	FT			
25	611E00510	6" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	45.000	FT			
26	611E04400	12" CONDUIT, TYPE B	15.000	FT			
27	611E04600	12" CONDUIT, TYPE C	7.000	FT			
28	611E05900	15" CONDUIT, TYPE B	107.000	FT			
29	611E10400	24" CONDUIT, TYPE B	265.000	FT			
30	611E98181	CATCH BASIN, AS PER PLAN (PER COC SD-1)	4.000	EACH			
31	611E99575	MANHOLE, AS PER PLAN, (PER COC SD-10)	2.000	EACH			
32	611E99655	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	1.000	EACH			
PAVEMENT							
33	301E56000	ASPHALT CONCRETE BASE, PG64-22, (449)	68.000	CY			
34	304E20000	AGGREGATE BASE	153.000	CY			
35	407E10000	TACK COAT	81.000	GAL			
36	441E50000	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	16.000	CY			
37	411E50200	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	16.000	CY			
WATERLINE							
38	638E00601	6" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, AS PER PLAN	82.000	FT			
39	638E01201	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, AS PER PLAN	1,663.000	FT			
40	638E02405	12" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, AS PER PLAN	20.000	FT			
41	638E07480	6" GATE VALVE	3.000	EACH			
42	638E07490	8" GATE VALVE	6.000	EACH			
43	638E08704	6" CUTTING-IN SLEEVE	3.000	EACH			
44	638E08706	8" CUTTING IN SLEEVE	1.000	EACH			

45	638E08710	12" CUTTING-IN SLEEVE	2.000	EACH			
46	638E10200	6" FIRE HYDRANT ASSEMBLY	2.000	EACH			
47	638E10480	FIRE HYDRANT REMOVED	2.000	EACH			
48	638E11310	2" AIR RELEASE VALVE	1.000	EACH			
49	638E20878	SPECIAL - CUT AND PLUG EXISTING 6" WATER LINE	5.000	EACH			
50	638E20880	SPECIAL - CUT AND PLUG EXISTING 8" WATER LINE	1.000	EACH			
51	638E20884	SPECIAL - CUT AND PLUG EXISTING 12" WATER LINE	3.000	EACH			
52	638E98000	WATER WORK, MISC.: 1" WATER SERVICE CONNECTION, SHORT SIDE	7.000	EACH			
53	638E98000	WATER WORK, MISC.: 1" WATER SERVICE CONNECTION, LONG SIDE	4.000	EACH			
54	638E98000	WATER WORK, MISC.: 6" 45° BEND	4.000	EACH			
55	638E98000	WATER WORK, MISC.: 6" 90° BEND	1.000	EACH			
56	638E98000	WATER WORK, MISC.: 8" 11.25° BEND	16.000	EACH			
57	638E98000	WATER WORK, MISC.: 8" 22.5° BEND	6.000	EACH			
58	638E98000	WATER WORK, MISC.: 8" 45° BEND	6.000	EACH			
59	638E98000	WATER WORK, MISC.: 12" 22.5° BEND	1.000	EACH			
60	638E98000	WATER WORK, MISC.: 2" WATER SERVICE CONNECTION, LONG SIDE	1.000	EACH			
61	638E98000	WATER WORK, MISC.: 12" X 8" CROSS	1.000	EACH			
62	638E98000	WATER WORK, MISC.: 12" X 8" REDUCER	1.000	EACH			
63	638E98000	WATER WORK, MISC.: 8" X 6" REDUCER	1.000	EACH			
64	638E98000	WATER WORK, MISC.: 6" X 6" TEE	1.000	EACH			
65	638E98000	WATER WORK, MISC.: 8" X 6" CROSS	1.000	EACH			
66	638E98000	WATER WORK, MISC.: 8" X 8" TEE	1.000	EACH			
67	638E98000	WATER WORK, MISC.: ABANDON VALVE	8.000	EACH			
SANITARY SEWER							
68	202E58000	MANHOLE REMOVED	2.000	EACH			
69	202E98700	ABANDON MISC.: 8" CONDUIT, TYPE B	125.000	FT			

70	611E01800	8" CONDUIT, TYPE B	114.000	FT			
71	611E99575	MANHOLE, AS PER PLAN, (PER COC SD-10)	2.000	EACH			
72	611E99655	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	1.000	EACH			
73	611E97300	CONDUIT, MISC.: 4" SANITARY LATERAL, COMPLETE, AS PER PLAN	1.000	LUMP			
74	611E97300	CONDUIT, MISC.: 8"X4" SANITARY WYE	1.000	LUMP			
TRAFFIC CONTROL							
75	614E13310	BARRIER REFLECTOR, TYPE 1	4.000	EACH			
76	642E00300	CENTER LINE, TYPE 1	0.070	MILE			
STRUCTURE OVER 20 FOOT SPAN							
77	202E11003	STRUCTURE REMOVED, OVER 20 FOOT SPAN, AS PER PLAN	1.000	LUMP			
78	202E22900	APPROACH SLAB REMOVED	210.000	SY			
79	503E11100	COFFERDAMS AND EXCAVATION BRACING	1.000	LUMP			
80	503E21100	UNCLASSIFIED EXCAVATION	208.000	CY			
81	505E11100	PILE DRIVING EQUIPMENT MOBILIZATION	1.000	LUMP			
82	507E00500	12" CAST-IN-PLACE REINFORCED CONCRETE PILES, DRIVEN	2,380.000	FT			
83	507E00550	12" CAST-IN-PLACE REINFORCED CONCRETE PILES, FURNISHED	2,565.000	FT			
84	509E10000	EPOXY COATED REINFORCING STEEL	61,836.000	LB			
85	511E33500	SEMI-INTEGRAL DIAPHRAGM GUIDE	2.000	EA			
86	511E34446	CLASS QC2 CONCRETE WITH QC/QA, BRIDGE DECK	166.000	CY			
87	511E43512	CLASS QC1 CONCRETE WITH QC/QA, ABUTMENT INCLUDING FOOTING	193.000	CY			
88	511E46012	CLASS QC1 CONCRETE WITH QC/QA, RETAINING/WINGWALL NOT INCLUDING FOOTING	26.000	CY			
89	511E51512	CLASS QC2 CONCRETE WITH QC/QA, SIDEWALK	52.000	CY			
90	512E10050	SEALING OF CONCRETE SURFACES (NON-EPOXY)	192.000	SY			
91	512E10100	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	331.000	SY			
92	513E10261	STRUCTURAL STEEL MEMBERS, LEVEL 3, AS PER PLAN	117,042.000	LB			
93	513E20000	WELDED STUD SHEAR CONNECTORS	1,401.000	EA			



94	516E13600	1" PREFORMED EXPANSION JOINT FILLER	6.000	SF			
95	516E13900	2" PREFORMED EXPANSION JOINT FILLER	167.000	SF			
96	516E14020	SEMI-INTEGRAL ABUTMENT EXPANSION JOINT SEAL	134.000	FT			
97	513E44100	ELASTOMERIC BEARING WITH INTERNAL LAMINATES AND LOAD PLATE (NEOPRENE)	14.000	EA			
98	517E75121	RAILING (CONCRETE PARAPET WITH TWIN STEEL TUBE RAILING), AS PER PLAN	232.000	FT			
99	518E21200	POROUS BACKFILL WITH GEOTEXTILE FABRIC	70.000	CY			
100	518E40000	6" PERFORATED CORRUGATED PLASTIC PIPE	138.000	FT			
101	518E40010	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	34.000	FT			
102	526E30000	REINFORCED CONCRETE APPROACH SLAB (T=17")	389.000	SY			
103	526E90010	TYPE A INSTALLATION	117.000	FT			
104	638E98600	WATER WORK, MISC.: 8" WATERMAIN DUCTILE IRON PIPE ANSI CLASS 52, TR FLEX, AS PER PLAN	97.000	FT			
INCIDENTALS							
105	103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYMENT BOND	1.000	LUMP			
106	614E11001	MAINTAINING TRAFFIC, AS PER PLAN	1.000	LUMP			
107	619E16010	FIELD OFFICE, TYPE B	3.000	MNTH			
108	623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1.000	LUMP			
109	624E10000	MOBILIZATION	1.000	LUMP			
				TOTAL			

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

**Base Bid Price in Figures**

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**Base Bid Price in Words**

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

**Signature Page**  
**STA 15th St SW Bridge Replacement Project - GP 1299**

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 of the goods and/or services contained within the bid for **STA 15th St SW Bridge Replacement Project - GP 1299** in accordance with all specifications on file 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 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 \_\_\_\_\_ will enter into contract therefore, 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.

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.

**Please have this page Notarized.**