



The City of Canton

Invitation to Bid

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

St. George's Streetscape, GP 1333

Item/Project

Engineering Department

Responsible Department

2:00 PM, 11/16/2020

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



Table of Contents and Bidder's Checklist - St. George's Streetscape, GP 1333

[Legal Notice](#)

[INSTRUCTIONS TO BIDDERS](#)

[OWNER-CONTRACTOR AGREEMENT](#)

[BID GUARANTY AND CONTRACT BOND](#)

[BID FORM](#)

[CONTRACTOR'S QUALIFICATION STATEMENT](#)

[Modified General Conditions \(EJCDC\)](#)

[City of Canton Codified Ordinances](#)

[STATEMENT OF CLAIM FORM](#)

[CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT](#)

[CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT](#)

[PRE-BID SUBSTITUTION FORM](#)

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

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

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



The City of Canton

Legal Notice

Sealed bids will be received by the City of Canton (the "City"), as provided in this notice for the St. George's Streetscape, GP 1333 Project (the "Project"), Ordinance 2/2020. Contract documents, which include additional details of the Project, are on file and available from the City of Canton's web site (<https://cantonohio.gov/448/Purchasing-Procurement>).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "St. George's Streetscape, GP 1333 PROJECT BID." Bids will be received on or before 2:00 PM, local time, 11/16/2020 and will be opened shortly thereafter.

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

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

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INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

A.	BIDDER'S PLEDGE AND AGREEMENT	1
B.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA.....	1
C.	OWNER & ENGINEER	2
D.	PROJECT	2
E.	WORK	2
F.	ESTIMATE OF COST	3
G.	CONTRACT DOCUMENTS.....	3
H.	PREPARATION OF BIDS	3
I.	METHOD OF AWARD	6
J.	EXECUTION OF CONTRACT	11
K.	SUBSTITUTIONS/NON-SPECIFIED PRODUCTS.....	11
L.	ALTERNATES.....	12
M.	UNIT PRICES	12
N.	ADDENDA.....	13
O.	INTERPRETATION.....	13
P.	STATE SALES AND USE TAXES	14
Q.	DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES.....	14
R.	OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES.....	15
S.	MODIFICATION/WITHDRAWAL OF BIDS.....	15
T.	COMPLIANCE WITH APPLICABLE LAWS.....	16
U.	FINDINGS FOR RECOVERY	16
V.	PREVAILING WAGES	16
W.	DBE PARTICIPATION GOALS.....	16
X.	OTHER LOCAL ORDINANCE REQUIREMENTS.....	17
Y.	OHIO PUBLIC WORKS COMMISSION FUNDING	20



The City of Canton

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.



The City of Canton

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:

Terry Conner

2. The Design Engineer for the Project is:

NA
NA
NA, NA NA

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **St. George's Streetscape, GP 1333 Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.
2. The Mayor **has** determined that a Project Labor Agreement ("PLA") will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters. Any such PLA shall be negotiated by the Mayor of the Owner with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor. The successful Bidder shall comply with and adhere to all of the provisions of any PLA for the Project.
3. A pre-bid conference will be held at **NA on NA** at **NA**.

DI. WORK

1. This Project includes **Streetscape, ADA Ramps, Electrical, Lighting**, and the like as set forth in the Contract Documents.
2. Alternate No. 1 for this Project is **NA**.
3. Alternate No. 2 for this Project is **NA**.



The City of Canton

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 **Terry Conner**, The City of Canton, at terry.conner@cantonohio.gov or **330-438-6912** 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 **\$94,030.65**.

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

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

G. CONTRACT DOCUMENTS

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

Bidders may view and download copies of the Contract Documents from The City of Canton Purchasing web site at <https://cantonohio.gov/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



The City of Canton

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 11/16/2020.

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



The City of Canton

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

8. Bonds and Guarantees

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



The City of Canton

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

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

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

I. METHOD OF AWARD

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



The City of Canton

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

- a. Work to be subcontracted. The Bidder must identify all work to be subcontracted. See paragraph I.5 below. All subcontractors are subject to the approval of the Owner based on the criteria set forth in this Section I.
- b. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

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

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

- c. The Bidder's prior history regarding timeliness of performance, quality of work, the Bidder's history of filing claims and having claims filed against it, extension requests, fines and penalties imposed and payments thereof, and contract defaults, with explanations.
- d. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Ohio Prevailing Wage laws, Davis Bacon, and Ohio ethics laws.
- e. The Bidder's prior experience with similar work on comparable or more complex projects.



The City of Canton

- f. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
 - g. The Bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
 - h. A public entities' determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the public entity, and the Bidder's explanation thereof.
 - i. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
 - j. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
 - k. Any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Bidder, to the extent that any work to be performed on this Project is within the field of such licensed profession.
 - l. The Bidder's equipment and facilities.
 - m. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.
 - n. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.
 - o. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
 - p. The Owner's prior experience with the Bidder's surety.
 - q. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
 - r. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.
 - s. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. Qualifications Statement. Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within three (3) business days of the date on the request.



The City of Canton

5. List of Subcontracted Work Categories. Each Bidder will submit with its bid a completed list of Subcontracted Work Categories, which is included with the Contract Documents, and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any requested information within three (3) business days of the date on the request.
6. Additional Criteria for Determining Lowest and Best Bid. Pursuant to the Codified Ordinances of the City of Canton, Chapter 105, the Owner, in its discretion, may consider any or all of the Additional Criteria below in determining which bid is lowest and best.
 - a. Any OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the Bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
 - b. Any violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin, and/or violation of any employee's civil or labor rights or equal employment opportunities.
 - c. Any litigation in which the Bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years. Bidders shall provide copies of pleadings.
 - d. Allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
 - e. Violations of the workers compensation law.
 - f. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.
 - g. Any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules, and/or regulations.
 - h. Documentation that the Bidder provides health insurance and pension benefits to its employees.
 - i. Whether the Bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
 - j. Whether the Bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
 - k. Whether the Bidder's employees are OSHA-10 and/or OSHA-30 certified.
 - l. The Bidder's commitment to comply with the Owner's Contract Compliance Program regarding equal employment opportunity. Each Bidder shall file contract employment reports with the Owner's contracting agency or as may be directed by the Owner or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs, and statistics of the Bidder and shall be in such form as the Owner may prescribe.



The City of Canton

- m. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
7. The failure to submit information that Owner has the right to receive under these Instructions to Bidders on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
9. After bid opening, within three (3) business days of a request made by the Owner, the apparent low Bidder and any other Bidder so requested by the Owner must submit the following:

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

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

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

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

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

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



The City of Canton

11. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
12. Award of Contract. The award of the Contract will only be made pursuant to approval of the City's Board of Control.

J. EXECUTION OF CONTRACT

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

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

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

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

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
- b. Requests submitted without adequate documentation;
- c. Requests received after the specified cut-off date;
- d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.



The City of Canton

4. When the Owner approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work or other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
6. If an addendum is issued approving a substitution for a specified Standard, any Bidder proposed to use said substitution must indicate so with its Bid, using the form provided.
7. Following the award of the Contract, there shall be no substitution for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.
8. The Owner reserves the right to value engineer any item within the specifications if it is deemed to be in the best interest of the Owner.

L. ALTERNATES

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

M. UNIT PRICES

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



The City of Canton

N. ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. This is 11/9/2020, 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-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be posted via the Owner's current bid tool and it is the responsibility of the bidder or any other interested party to check the bid tool for any updates or addenda. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should check the Owner's bid tool prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner at purchasing@cantonohio.gov. Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only and will be made available by the City's web tool. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.



The City of Canton

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

P. STATE SALES AND USE TAXES

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

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

1. Dates for Substantial Completion. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner-Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only by Change Order. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**
 - a. Date for Overall Project Substantial Completion. The successful Bidder shall have all of its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date as applicable to the Bidder's scope of work.

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

****See Construction Schedule Note in Appendix C**

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



The City of Canton

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



The City of Canton

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

T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

U. FINDINGS FOR RECOVERY

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

V. PREVAILING WAGES

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

W. DBE PARTICIPATION GOALS

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

8%

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



The City of Canton

3. Documentation of DBE Participation. Each Bidder must submit with its bid a list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price.
4. Certification of Good Faith Efforts. If a Bidder has not met the DBE participation goal, it must attach to its bid, a narrative (which may include exhibits) demonstrating the good faith efforts made by the Bidder to secure DBE participation in the Project. Good faith efforts include:
 - Conducting outreach and recruiting activities;
 - Informing DBEs of the opportunity to participate in the Project at least 30 calendar days before the bid closes;
 - Considering subcontracting with a consortium of DBEs; and
 - Using the services and assistance of the Small Business Administration and Minority Development Agency of the U.S. Department of Commerce.

Owner, in its sole discretion, will be the sole evaluator of whether any particular Bidders' efforts sufficiently demonstrate good faith efforts for securing DBE participation.
5. Challenges to Owner's Discretion. If any Bidder directly challenges, or indirectly challenges through contribution of money or other resources to a third party, Owner's discretion in determining any Bidder's compliance with the DBE goal stated in these Instructions to Bidders, or good faith efforts pertaining to same, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such challenge, should there be an adjudication by a court of competent jurisdiction that the Owner did not abuse its discretion in making its determination.
6. Failure to Comply. If a Bidder is awarded a contract for the Project, and later fails to fulfill its stated DBE participation goals, that Bidder agrees to indemnify Owner for all claims, costs, losses and damages, including attorney and consultant fees, arising out of such failure. That Bidder also agrees to cooperate with all reasonable requests to determine actual DBE participation, including but not limited to certifying actual participation and providing documentation in support of same.

X. OTHER LOCAL ORDINANCE REQUIREMENTS

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



The City of Canton

3. Each Bidder, by the act of submitting its bid agrees that all materials used in the construction covered by the Agreement shall be purchased in the Canton area except such materials which are unavailable in the Canton area.
4. Chapter 105.12 – Local Bidder Preference.
 - a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
 - b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
 - c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.
 - d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 115-2018. Passed 5-14-18.)
5. Each Bidder, by the act of submitting its bid agrees as follows during the performance of the Agreement:
 - a. The Contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation, or gender identity. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation, or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation, or gender identity.



The City of Canton

- 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



The City of Canton

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

2. A Project Labor Agreement (PLA) no been required for this project. Prevailing Wages are required for this Project (See Appendix B).

Y. OHIO PUBLIC WORKS COMMISSION FUNDING

1. No When this line is checked by the Owner, e.g. with an "X" or other mark, the Project is being funded in whole or part by the Ohio Public Works Commission ("OPWC"), and the requirements of the OPWC, attached to these Instructions to Bidders, apply.
2. The OPWC requirements include that the Bidder include with its bid certification of agreement and compliance with certain statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

END OF INSTRUCTIONS TO BIDDERS



The City of Canton

OWNER-CONTRACTOR AGREEMENT

[Where Owner Performs Construction Administration Duties]

Owner:

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

Contract: _____
Ordinance: 2/2020
Alternates: _____

Contractor:

_____, _____ 0
Telephone: _____
Fax: _____

Project:

St. George's Streetscape, GP 1333

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

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

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

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
- F. Supplementary Conditions (when applicable);
- G. Drawings;
- H. Specifications;
- I. Addenda issued;
- J. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- K. Statement of Claim Form; and
- L. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Owner or Engineer in accordance with the General Conditions.
- M. **No** When this line is checked by the Owner, e.g. with an "X" or other mark, the State of Ohio Department of Transportation, Construction and Material Specifications, effective as of January 1, 2019, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.

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



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

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

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

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

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

2.1 The Engineer is:
Terry Conner
terry.conner@cantonohio.gov
330-438-6912



The City of Canton

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 **See Construction Schedule Note in Appendix C calendar days** of the Date of Commencement (“Date of Substantial Completion”). Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

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

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

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

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

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

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

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION OF OVERALL PROJECT

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



LIQUIDATED DAMAGES – FINAL COMPLETION

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

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

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

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is **\$0**, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: \$0 (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

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

4.3 Allowances included in the Contract Sum:

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

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

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



The City of Canton

6. **GENERAL.**

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

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

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

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

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

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

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

6.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.



The City of Canton

- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

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

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

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

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

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

6.11 CONTRACTOR ATTESTATIONS.

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



The City of Canton

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

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

Owner:
The City of Canton

By: _____

Name: _____

Title: _____

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____



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 **St. George's Streetscape, GP 1333 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: _____



The City of Canton

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 **St. George's Streetscape, GP 1333 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 **St. George's Streetscape, GP 1333 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



The City of Canton

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

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

LEGAL NAME OF BIDDER: _____

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



The City of Canton

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

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____

	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

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

Name	Address
_____	_____
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
_____	_____

END OF SECTION



The City of Canton

CONTRACTOR'S QUALIFICATION STATEMENT
St. George's Streetscape, GP 1333 Project

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

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: **St. George's Streetscape, GP 1333** Project

1. ORGANIZATION

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



The City of Canton

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
- 2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.

3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces.
- 3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1. Has your organization ever failed to complete any work?
 - 3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?
 - 3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

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

- 3.3. Has your organization ever failed to comply with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.
- 3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.
- 3.5. On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$10,000,000, giving the name of project, owner and its telephone



The City of Canton

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

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

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

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



The City of Canton

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

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

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

4. REFERENCES

- 4.1. Trade References:
- 4.2. Bank References:
- 4.3. Surety:



The City of Canton

4.3.1. Name of bonding company:

4.3.2. Name and address of agent:

5. FINANCING

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

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

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

Net Fixed Assets;

Other Assets;

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

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

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

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

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

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

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

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

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

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

[left intentionally blank]



The City of Canton

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

SIGNATURE:

Dated this ____ day of _____ 20__.

Name of
Organization: _____

By: _____
[print name]

Signature: _____

Title: _____

State of _____

County of _____

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

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

Notary Public

My Commission Expires: _____

SEAL



The City of Canton

Modified General Conditions (EJCDC)

Please go to this [link](#) for the document or enter the following link into a web browser:

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



City of Canton Codified Ordinances

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

1. Chapter 105.02 – Public Paving Time Restrictions.

All City public paving contracts shall include a provision for liquidated damages in order to provide the City reasonable compensation for actual damages due to a failure to ensure that asphalt paving take place on the City's road surfaces from May 1st to October 1st; and/or during optimal climatic conditions that are conducive to the best mix compacting and long term durability of the pavement, according to the highest and best practices of the asphalt paving industry.

(Ord. 270-2014. Passed 12-29-14.)

2. Chapter 105.03 – U.S. Steel Usage Required; Exception.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City.

(Ord. 224-77. Passed 6-27-77.)

3. Chapter 105.05 – Materials to be Purchased Locally.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

(Res. 49-77. Passed 2-7-77.)

4. Chapter 105.06 – Minority Contract Provision.

a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord. 185-2011. Passed 10-31-11.)

5. Chapter 105.12 – Local Bidder Preference.

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

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



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

- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice: Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.
- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. *(Ord. 115-2018. Passed 5-14-18.)*

6. Chapter 105.15 – City Income Tax

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

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



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

7. Chapter 182.30 – Contract Provisions

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

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

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

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

8. Chapter 507.03 – Equal Employment Opportunity Clause.

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

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

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



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

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



STATEMENT OF CLAIM FORM

Claim No. ___ for Contractor

1. Name of Contractor: _____

2. Date written claim given: _____.

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

Name: _____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

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

6. Delay claims:

6.1 Date delay commenced: _____

6.2 Duration of the delay: _____

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

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

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

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

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

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____



The City of Canton

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

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

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

Notary Public

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



The City of Canton

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

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

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

End of Instructions



The City of Canton

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio

County of _____, ss:

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

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

_____, and as its duly
(Address of Contractor)

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

(Name of Contractor)

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

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

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

(Affiant)

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

(Notary Public)

My commission expires

_____, 20__



The City of Canton

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

Project: **St. George's Streetscape, GP 1333**

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

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

Company Name

State of: _____ County of _____

Authorized Signature (Company Officer)

Subscribed and sworn to before me this _____

Title

day of _____

Notary Public: _____

Date

My Commission Expires: _____



CITY OF CANTON
St. George's Streetscape, GP 1333 Project

PRE-BID SUBSTITUTION FORM

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

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

Specification Section	Brand or Name Specified	Proposed Substitution

AGREEMENT TO ADOPT PROJECT LABOR AGREEMENT

WHEREAS, the City of Canton, Ohio ("Canton") and the East Central Ohio Building and Construction Trades Council and its affiliated local unions (collectively referred to as the "Council") have entered into a Project Labor Agreement ("PLA") which is applicable to Streetscape Projects undertaken by the City in 2019; and

WHEREAS, the City is contemplating additional Streetscape Projects in the City during 2020; and

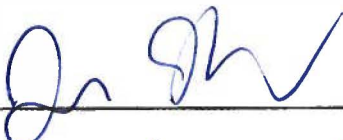
WHEREAS, the City and the Council are desirous of making the PLA process for Streetscape Projects in 2020 more efficient and expeditious;

NOW, THEREFORE, the City and the Council, in order to achieve the goal recited above, hereby agree as follows:

1. The City and the Council agree that on those Streetscape Projects in 2020 where the City has concluded that a PLA would be an appropriate vehicle, the City may utilize the substantive provisions of the 2019 Streetscape Project PLA on all such designated 2020 streetscape projects.
2. On all 2020 streetscape projects that utilize the 2019 Streetscape Project PLA, the City and the Council will be deemed to have approved the use of the 2019 Streetscape Project PLA on such 2020 streetscape projects.


This Agreement was approved by the City and the Council on the 26 day of June, 2020.

**OWNER
CITY OF CANTON**




Director of Public Service

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



PRESIDENT

APPROVED AS TO FORM ^{08/14}


CANTON LAW DIRECTOR

AFFILIATED LOCAL UNIONS

BOILERMAKERS LOCAL NO. 744

By: Martin D. Mahon

Name: MARTIN D. MAHON

Title: BUSINESS MANAGER

Date: 5-15-2020

BRICKLAYERS LOCAL 6

By: Justin M. Gartrell

Name: Justin M Gartrell

Title: Field Rep

Date: 6-22-2020

ELECTRICIANS LOCAL NO. 540

By: _____

Name: _____

Title: _____

Date: _____

**GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92**

By: Warren Brustoski

Name: Warren Brustoski

Title: B.A.

Date: 3-4-20

AFFILIATED LOCAL UNIONS

BOILERMAKERS LOCAL NO. 744

By: _____

Name: _____

Title: _____

Date: _____

BRICKLAYERS LOCAL 6

By: _____

Name: _____

Title: _____

Date: _____

ELECTRICIANS LOCAL NO. 540

By: AM Brown

Name: ARON M. BROWN

Title: BUSINESS MANGER / FS.

Date: 5/15/2020

**GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92**

By: Warren Brown

Name: Warren Brustoski

Title: B.A.

Date: 3-4-20

GLAZIERS LOCAL NO. 1162

By: _____

Name: _____

Title: _____

Date: _____

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

By:  _____

Name: BUSINESS MANAGER

Title: Daryal WROSE

Date: 03/04/20

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

By:  _____

Name: Kevin M. Ennis II

Title: Senior Representative

Date: 5/15/2020

IRONWORKERS LOCAL NO. 550

By: _____

Name: _____

Title: _____

Date: _____

GLAZIERS LOCAL NO. 1162

By: _____

Name: _____

Title: _____

Date: _____

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

By:  _____

Name: BUSINESS MANAGER

Title: DANIEL WROBEL

Date: 03/04/20

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

By: _____

Name: _____

Title: _____

Date: _____

IRONWORKERS LOCAL NO. 550

By:  _____

Name: William V. Sherer Jr

Title: Business Manager

Date: 5.15.2020

LABORERS LOCAL NO. 1015

By: _____

Name: _____

Title: _____

Date: _____

**MILLWRIGHT PILEDRIIVER LOCAL
NO. 1090**

By: Kevin M. Cois II

Name: Kevin M. Cois II

Title: Senior Representative

Date: 5/15/2020

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

By: _____

Name: _____

Title: _____

Date: _____

PAINTERS LOCAL NO. 603

By: _____

Name: _____

Title: _____

Date: _____

**PLUMBERS, PIPEFITTERS AND
REFRIGERATION LOCAL NO. 94**

By: Dave Kirven
Name: DAVE KIRVEN
Title: BUSINESS MANAGER
Date: 5/18/2020

ROOFERS, LOCAL UNION NO. 88

By: Barbara A. Dixon
Name: BARBARA A. DIXON
Title: Business Manager
Date: 3/4/2020

**SHEET METAL WORKERS LOCAL
NO. 33**

By: Larry Durieff
Name: LARRY DURIEFF
Title: BUSINESS AGENT
Date: 3/4/2020

**SPRINKLER FITTERS LOCAL
NO. 669**

By: _____
Name: _____
Title: _____
Date: _____

RECORDERS, T. CO. AND, LINCOLN CO., III

By:

Name:

Title:

Date:

RECORDERS, T. CO. AND, LINCOLN CO., III

By:

Name:

Title:

Date:

STREET LIGHT WORKERS LOCAL,
NO. 31

By: _____

Name: _____

Title: _____

Date: _____

SPRINKLER FITTERS LOCAL
NO. 669

By: SM

Name: Sean M. Murphy

Title: Business Agent

Date: 5-15-2020

Appendix A

**PROJECT LABOR AGREEMENT
FOR THE
2019 CITY-WIDE STREET SCAPES PROJECT
ENTERED INTO BETWEEN
CITY OF CANTON
AND
EAST CENTRAL OHIO BUILDING AND CONSTRUCTION
TRADES COUNCIL AFL-CIO
AND
SIGNATORY LOCAL UNIONS**

Effective _____

CONTENTS

ARTICLE I	Intent and Duration.....	3
ARTICLE II	Purpose.....	4
ARTICLE III	Benefits of this Agreement	5
ARTICLE IV	Scope of Agreement	6
ARTICLE V	Labor/Management Cooperation Joint Administrative Committee.....	9
ARTICLE VI	Union Recognition and Employment	10
ARTICLE VII	Grievance Arbitration Procedure	11
ARTICLE VIII	Jurisdictional Disputes	13
ARTICLE IX	Management’s Rights	14
ARTICLE X	Work Stoppages.....	15
ARTICLE XI	Wages and Benefits.....	16
ARTICLE XII	Local Union Negotiations During the Pendency Of the Agreement.....	17
ARTICLE XIII	Hours of Work, Overtime, Shifts and Holiday.....	17
ARTICLE XIV	Apprentices.....	21
ARTICLE XV	Drug and Alcohol Policy.....	21
ARTICLE XVI	Non-Discrimination.....	21
ARTICLE XVII	Sole and Complete Agreement	21
ARTICLE XVIII	Separability and Savings Clause.....	22

ARTICLE I
INTENT AND DURATION

Section 1. Intent And Duration. This Project Stabilization Agreement (the "Agreement") is entered into between the City of Canton (collectively the "Owner"); the East Central Ohio Building and Construction Trades Council, AFL-CIO ("ECOB & CTC" or "Council"); and the Signatory Unions (the "Unions"), and applies exclusively to the construction work within the scope of this Agreement to be performed on the 2019 City-Wide Street Scapes Project (the "Project"). The purpose of this Agreement is to promote efficiency and cost-savings in the construction and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

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

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

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

ARTICLE II

PURPOSE

Section 1. Purpose. This project will require the installation of concrete curbs, sidewalks, brick sidewalk inlays, decorative lighting, foundations, conduit and electrical service boxes and mechanisms, ADA ramps, asphalt restoration, the installation of reinforcing steel rods and general carpentry form work at various street sites throughout the City of Canton. This Project is necessary to secure and preserve the health and safety of Canton residents and will enhance and promote the image of the City of Canton, generally. This Project also is consistent with the City of Canton's Comprehensive Plan for Economic Development. The Project Cost is fairly estimated at \$750,000.00. It will be necessary to complete this Project by the end of calendar year 2019. The parties to this Agreement understand and acknowledge that the Project is important to the economic development of the City of Canton and to advancing the goals appearing in the City's Comprehensive Plan.

Section 2. Time Is Of The Essence. The parties to this Agreement understand and agree that time is of the essence for this Project. The parties understand and agree that timely completion of the Project will require the use of substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to the Project. The Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and with no delays. In recognition of those special needs of the Project, the Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or

condone, or permit their members to engage in any strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of the City of Canton or its Water Department. Contractors agree not to engage in any lockouts.

ARTICLE III

BENEFITS OF THE AGREEMENT

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

- (a) reducing and/or eliminating the tension and potential disagreements that might otherwise exist between Union and non-union workers on the Project;
- (b) avoiding the costly delays of strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (c) standardizing terms and conditions governing the employment of labor on the Project;
- (d) permitting flexibility in work scheduling and shift hours and times;
- (e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (f) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (g) ensuring a reliable source of skilled and experienced labor; and
- (h) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry. Mindful of the economic condition and unemployment rate in Stark County, the Owner anticipates and expects that all construction workers and employees on this Project will be residents of Stark County. In view of the very technical and specialized work that is inherent in the construction industry, all parties acknowledge

that this expectation by the Owner is a goal, not a mandate. To this end, all Contractors working under this Agreement pledge that they will make a good-faith effort to reach this goal expressed by the Owner.

ARTICLE IV

SCOPE OF AGREEMENT

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

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

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by the Owner.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas and except as provided in Article IV, Section 10), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).
- (d) All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain

such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.

- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of any State agency, authority or entity or employees of any municipality or other public employer.

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

Section 3. Contract Award and Consent to Agreement.

- (a) The Owner, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.
- (b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement, on or after the effective date of this Agreement, shall also be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be immediately provided to the Union upon execution.

Section 4. Stand-Alone Agreement. This Agreement is a stand-alone Agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any

provision of a local area collective bargaining agreement, the provisions of this Agreement shall control, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

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

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

Section 7. Security. All employees covered by this Agreement in the employ of the Contractors shall remain members in the applicable signatory Local Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the applicable signatory Union seven (7) days after the date of their employment and shall remain members of the Union during the term of this Agreement. (This clause shall be applied to the extent permitted by law). A Contractor shall not discharge any employee for non-membership in the Union if: (a)

he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

Section 8. Liability. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Construction Supervisor and/or any Contractor, and neither the Owner nor Construction Supervisor shall assume any liabilities of the Contractors.

Section 9. Abatement of Agreement. As areas of covered work on the Project are accepted by the Owner, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

Section 10. Miscellaneous. Notwithstanding any other provision of this Agreement, this Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the contractor(s), of whatever tier, who have contracts awarded for such work on the project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in this Article II. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on site shall be performed by the appropriate craft signatory to this Agreement and approved by the owner.

ARTICLE V

LABOR/MANAGEMENT COOPERATION

JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a two-person committee comprised of one member each appointed by the Owner (or its designee) and the Unions, with an alternate appointee Union member available to replace the regular

appointee when a problem or grievance concerns the regular appointee's Union. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

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

ARTICLE VI

UNION RECOGNITION AND EMPLOYMENT

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

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

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

opportunity/affirmative action obligations. The Contractor may reject any referral and request another, different referral; provided, however, the Contractor shall furnish, upon request from the Union, a written explanation for the rejection.

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

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

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

ARTICLE VII

GRIEVANCE ARBITRATION PROCEDURE

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

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with

the grievance-arbitration provisions set forth in this Article.

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

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the Local Union may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description hereof, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

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

Step 2. The International Union Representative and the

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

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Services (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of FMCS shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

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

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

ARTICLE VIII

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be the responsibility of the Contractor

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

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

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

Section 4. Each Contractor will conduct a pre-job conference with the appropriate Council prior to commencing work. The Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

MANAGEMENT'S RIGHTS

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

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

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

Section 4. Disputes. If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE X

WORK STOPPAGES

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

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

employees it represents.

ARTICLE XI

WAGES AND BENEFITS

Section 1. Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid 100% of the wages and 100% of the fringe benefits as established in the respective Union's Local Area Collective Bargaining Agreement and any subsequent modifications thereto. The Contractor, upon request, shall provide the Unions and Owner with substantiation that wages and benefits are being paid on the Project. The Unions shall provide the Owner, and any Contractor or subcontractor that is party to this Agreement, with wage, fringe benefit and dues reporting forms.

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

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

Step 3.

ARTICLE XII
LOCAL UNION NEGOTIATIONS DURING
THE PENDENCY OF THE AGREEMENT

Section 1. All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the Project. All parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout by a Contractor on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement. Should any Local Union fail or refuse to provide and/or refer qualified employees for work on the Project during an economic strike, any affected Contractor shall be permitted to utilize the procedures appearing in Article VI, Section 5 of this Agreement.

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

ARTICLE XIII
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Section 1. Work Day and Work Week. Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work,

whether consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For purposes of Section 3, the third shift shall be considered as part of the prior day's work.

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

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

shall be no pyramiding of overtime pay under any circumstances.

Section 4. Shifts.

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours pay. A premium of \$.25 per hour shall be paid for work on the second shift and \$.50 per hour for work on the third shift.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift) between Monday through Thursday.

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

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

be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

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

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

Section 9. Helmets to Hardhats.

- (a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in*the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- (b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV
APPRENTICES

Section 1. Need For. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will, accordingly, employ apprentices in their respective crafts to perform work on the Project in accordance with Section 2 below.

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

ARTICLE XV
DRUG AND ALCOHOL POLICY

Section 1. Drug and Alcohol Policy. All parties understand and agree that a drug and alcohol policy, approved by the Council, will be in force for all work performed under the Agreement. The drug and alcohol policy will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The drug and alcohol policy, attached hereto as Appendix 2, is incorporated into and made part of this Agreement and is implemented for all Contractors and employees working on the Project.

ARTICLE XVI
NON-DISCRIMINATION

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

ARTICLE XVII
SOLE AND COMPLETE AGREEMENT

Section 1. The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions

of the construction employees working on the Project. This Agreement settles all demands and issues on the matters subject to collective bargaining and shall not be modified or supplemented in any way except by written agreement executed by the Owner and all parties.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

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

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

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

**OWNER
CITY OF CANTON**

APPROVED AS TO FORM

**CITY OF CANTON
DIRECTOR OF LAW**

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

BRICKLAYERS LOCAL 6

By: _____

Name: _____

Title: _____

Date: _____

ELECTRICIANS LOCAL NO. 540

By: _____

Name: _____

Title: _____

Date: _____

**GENERAL TRUCK DRIVERS &
HELPERS UNION LOCAL NO. 92**

By: _____

Name: _____

Title: _____

Date: _____

GLAZIERS LOCAL NO. 1162

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

IRONWORKERS LOCAL NO. 550

By: _____

Name: _____

Title: _____

Date: _____

LABORERS LOCAL NO. 1015

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

PAINTERS LOCAL NO. 603

By: _____

Name: _____

Title: _____

Date: _____

**PLUMBERS, PIPEFITTERS AND
REFRIGERATION LOCAL NO. 94**

By: _____

Name: _____

Title: _____

Date: _____

ROOFERS, LOCAL UNION NO. 88

By: _____

Name: _____

Title: _____

Date: _____

**SHEET METAL WORKERS LOCAL
NO. 33**

By: _____

Name: _____

Title: _____

Date: _____

**SPRINKLER FITTERS LOCAL
NO. 669**

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1
LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT

FOR THE 2019 CITY-WIDE STREET SCAPE PROJECT

Pursuant to Article I, Section 1 of the Project Labor Agreement (the "Agreement") for the 2019 City-Wide Street Scape Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

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

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: _____

Name and Signature of Authorized Person:

(Print Name) _____

(Title) _____

(Signature) _____

(Phone #) _____

(Date) _____

APPENDIX 2
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY
SPECIFICATIONS

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

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

The policy for this Project requires that any construction employee entering the project site will comply with the substance abuse testing requirements as outlined in this section. The Owner reserves the right to amend this specification upon written notice to the Contractor and the Unions on the Project. The parties to this agreement shall recognize the Drug Free Work Site Program as implemented through participating Unions and/or Contractors as administered by the contractor, or for contractors who are not signatory to agreements with signatory unions belonging to ECOB & CTC, and their core employees, an equivalent program that meets the specifications, contractual requirements, and testing requirements as set forth in this Appendix 1.

CONTRACTUAL REQUIREMENTS

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

submitted to the Owner for approval prior to commencement of any work on the Project site.

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

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

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

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

TESTING REQUIREMENTS

The Project requires:

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

All Prime Contractors must perform post-offer/pre-engagement, and post

accident/incident testing upon reasonable suspicion, as follows:

- a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA) certified laboratory with test results interpreted by a licensed medical review officer (MRO).
- b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.
- c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by this specification. Acceptable negative test result format.
 - A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
 - An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

COMPLIANCE PROCEDURE

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

The Contractor's pre-engagement employees who receive a positive test result shall immediately leave the Project Site. Transportation of employees receiving the positive test result is the direct responsibility of the employing Prime Contractor, including employees of its subcontractors. Furthermore, pre-engagement employees

receiving a positive test shall not be permitted to return to the Project Site earlier than 90 days from the date of the positive test. At this time the employee may begin the process outlined by this specification again.

DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS- GRIEVANCE PROCEDURES

1. DEFINITIONS:

- (a) **Company Premises** - the term "Company Premises" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Contractor on the Project. Construction job sites for which the Contractor has responsibility are included.
- (b) **Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- (c) **Employee** - Individuals, who perform work for the Contractor, including, but not limited to management, supervision, engineering, craft workers and clerical personnel.
- (d) **Accident** - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- (e) **Incident** - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- (f) **Reasonable Cause** - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

2. CONFIDENTIALITY

- (a) All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Contractor

will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.

- (b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- (c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.
- (d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

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

- (a) Use, possess, dispense or receive prohibited substances on or at the Project job site; or
- (b) Report to work at or on the Project with any measurable amount of prohibited substances in their system.

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

- (a) Applicants testing positive for drug use will not be hired.
- (b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- (c) Employees who refuse to cooperate with testing procedures will be terminated.
- (d) Employees found in possession of drugs or drug paraphernalia will be terminated.

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

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

Appendix B: Prevailing Wage Requirements and Rates

Overview

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

Payroll Dates Form

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

Letter of Authorization for Payroll Signature

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

Fringe Benefits Form

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

Notification to Employee Form

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

Certified Payroll

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

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

Affidavit of Compliance

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

Apprentices

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

Subcontractors

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

Prevailing Wage Rates

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

PAYROLL DATES

PREVAILING WAGE LAW

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

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

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

and will conclude work on said project on _____
(Ending Date, If Known)

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

Day Pay Period Starts: _____

Day Pay Period Ends: _____

Day that Workers are Paid: _____

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

Contractor Signature

Date

Company Name & Address

EXAMPLE

PAYROLL DATES
PREVAILING WAGE LAW

Example

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

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

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

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

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

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

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

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

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

LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

FEDERAL I.D.# _____

GENTLEMEN:

RE: _____
(Project Name) (Project Number)

(Address) Canton, Ohio 447

_____ hereby authorizes
(Company Officer/ Owner – Title)

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

BY: _____
(Print Name)

(Signature)

(Title)

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

Seal :

Notary Public

PREVAILING WAGE NOTIFICATION to EMPLOYEE

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

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

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

Classification <small>Be Specific: Laborer I (II, III) Operating Engineer I (II, III)</small>	Prevailing Wage Rate Total Package	Minus your fringe benefits	Your hourly base rate

Hourly fringe benefits paid on your behalf by this Company:

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

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

FRINGE BENEFITS

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

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

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

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

HEALTH & WELFARE PLAN: _____

ADDRESS: _____

PENSION PLAN: _____

ADDRESS: _____

APPRENTICESHIP PROGRAM: _____

YOUR COMPANY IS: _____ UNION _____ NON-UNION

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

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

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

PROJECT NAME: _____

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

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

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

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

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

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

Use of Section 4(c), Exceptions

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

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

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

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

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

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

>

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 B

"General Decision Number: OH20200001 09/25/2020

Superseded General Decision Number: OH20190001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	03/13/2020
4	03/20/2020
5	04/10/2020
6	05/01/2020
7	06/12/2020
8	06/19/2020
9	07/10/2020
10	07/17/2020
11	07/31/2020
12	09/25/2020

BROH0001-001 06/01/2019

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.....	\$ 29.34	16.11

BROH0001-004 06/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.34	16.11

BROH0003-002 06/01/2019

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.....	\$ 29.34	16.11

BROH0005-003 05/01/2019

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.....	\$ 34.85	16.94
SANDBLASTERS.....	\$ 35.10	16.94
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 35.35	16.94
SWING SCAFFOLDS.....	\$ 35.35	16.94

BROH0006-005 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0007-002 06/01/2019

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0007-005 06/01/2019

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 29.34	16.11

BROH0007-010 06/01/2019

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 29.34	16.11

BROH0008-001 06/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.34	16.11

BROH0009-002 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11
Refractory.....	\$ 31.45	19.01

BROH0010-002 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0014-002 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0016-002 06/01/2019

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0018-002 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0022-004 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0032-001 06/01/2019

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0035-002 06/01/2019

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0039-002 06/01/2019

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0040-003 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.

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

BROH0044-002 06/01/2019

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 29.34	16.11

BROH0045-002 06/01/2017

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

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

BROH0046-002 06/01/2019

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.....	\$ 29.34	16.11

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.
 Free standing stack work ground level to top of stack;
 Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.
 ""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2019

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0052-003 06/01/2019

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

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 29.34	16.11

BROH0055-003 06/01/2017

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

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

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

CARP0069-006 05/01/2017

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

CARP0200-002 05/01/2017

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

	Rates	Fringes
CARPENTER.....	\$ 29.07	16.22
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 29.07	16.22

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

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

CARP0372-002 05/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2019

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

CARP1393-003 07/01/2008

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

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

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

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

CARP1871-008 05/01/2017

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

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

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

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

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

 CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

 ELEC0008-002 05/25/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 41.81	4.5%+20.73

 ELEC0032-003 12/02/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.37	19.24

 ELEC0038-002 04/27/2020

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

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 39.88	21.22

FOOTNOTES;

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

 ELEC0038-008 04/29/2019

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

	Rates	Fringes
Sound & Communication Technician		

Communications Technician...\$ 27.55	11.98
Installer Technician.....\$ 26.30	11.94

FOOTNOTES;

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

ELEC0064-003 11/25/2019

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.....	\$ 34.67	15.83

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

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

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
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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

 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

 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

 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
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Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0082-002 12/02/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.15	19.96

ELEC0082-006 11/26/2018

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 12.18	3.85
Installer/Technician.....	\$ 24.35	11.29

ELEC0129-003 02/24/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.35	17.68

ELEC0129-004 02/24/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.35	17.68

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

ELEC0212-005 06/03/2019

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.18	18.89

ELEC0245-001 01/01/2020

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	25.9%+6.75
Groundman Truck Driver.....	\$ 17.70	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75

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

ELEC0245-003 01/01/2020

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

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 46.53	25.9%+6.75
Groundman/Truck Driver.....	\$ 17.70	25.9%+6.75
Heli-arc Welding.....	\$ 40.76	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75
Operator - Class 1.....	\$ 32.37	25.9%+6.75
Operator - Class 2.....	\$ 28.32	25.9%+6.75
Traffic Signal & Lighting Technician.....	\$ 36.41	25.9%+6.75

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

ELEC0245-004 01/01/2020

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 46.53	25.9%+6.75

Groundman/Truck Driver.....	\$ 17.70	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75
Operator - Class 1.....	\$ 32.37	25.9%+6.75
Operator - Class 2.....	\$ 28.32	25.9%+6.75

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

 ELEC0246-001 10/29/2018

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

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

 ELEC0306-005 05/28/2018

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

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

 ELEC0317-002 06/01/2020

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.10	26.22

 ELEC0540-005 01/01/2020

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.....	\$ 33.71	24.22

 ELEC0573-003 06/01/2020

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.11	19.46

ELEC0575-001 06/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.75	18.47

ELEC0648-001 09/02/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 30.00	19.85

ELEC0673-004 02/01/2020

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

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 33.56	21.47

ELEC0683-002 06/01/2020

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.....	\$ 35.50	21.06
ELECTRICIAN.....	\$ 34.50	21.06

ELEC0688-003 06/01/2020

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.....	\$ 30.00	19.66

ELEC0972-002 06/01/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 33.80	26.65
ELECTRICIAN.....	\$ 33.55	26.65

ELEC1105-001 05/28/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.95	17.96

ENGI0018-003 05/01/2019

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 expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader;

Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

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

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

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 Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		

GROUP 5.....\$ 22.75 19.66

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

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

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

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor;

Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2020

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.....\$ 35.93 23.11

IRON0017-010 05/01/2020

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.....\$ 35.93 23.11

IRON0044-001 06/01/2018

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

Rates Fringes

IRONWORKER, REINFORCING

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

radius of Hamilton County Courthouse.....	\$ 27.60	20.70
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IRON0044-002 06/01/2020

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.....	\$ 28.76	21.40
Ornamental; Structural.....	\$ 30.27	21.40

IRON0055-003 07/01/2019

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 21.30	20.92
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 30.38	24.40

IRON0147-002 06/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 25.39	20.64

IRON0172-002 06/01/2020

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.....	\$ 30.75	20.80

IRON0207-004 06/01/2020

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.....	\$ 31.25	25.75
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	24.70
Ornamental; Reinforcing.....	\$ 30.25	25.75

IRON0290-002 06/01/2020

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
IRONWORKER.....	\$ 29.68	22.90

IRON0549-003 12/01/2018

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

	Rates	Fringes
IRONWORKER.....	\$ 33.34	20.81

 IRON0550-004 05/01/2019

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.....	\$ 28.90	19.87

 IRON0769-004 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 32.75	26.34

 IRON0787-003 12/01/2019

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.18	22.75

 LABO0265-008 05/01/2018

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 31.05	10.95
GROUP 2.....	\$ 31.22	10.95
GROUP 3.....	\$ 31.55	10.95
GROUP 4.....	\$ 32.00	10.95
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 33.66	10.95
CUYAHOGA, GEAUGA & LAKE COUNTIES		

GROUP 1.....	\$ 32.28	10.95
GROUP 2.....	\$ 32.45	10.95
GROUP 3.....	\$ 32.78	10.95
GROUP 4.....	\$ 33.23	10.95
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 30.62	10.95
GROUP 2.....	\$ 30.79	10.95
GROUP 3.....	\$ 31.12	10.95
GROUP 4.....	\$ 31.57	10.95

LABORER CLASSIFICATIONS

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

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

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

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

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

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

PAIN0006-002 05/01/2018

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

Rates Fringes

PAINTER

COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 27.90	16.16
GROUP 2.....	\$ 28.30	16.16
GROUP 3.....	\$ 28.60	16.16
GROUP 4.....	\$ 34.16	16.16
COMMERCIAL REPAINT		
GROUP 1.....	\$ 26.40	16.16
GROUP 2.....	\$ 26.80	16.16
GROUP 3.....	\$ 27.10	16.16

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2019

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.....	\$ 27.64	17.79
GROUP 2.....	\$ 27.39	17.79
GROUP 3.....	\$ 27.39	17.79
GROUP 4.....	\$ 27.39	17.79
GROUP 5.....	\$ 27.39	17.79
GROUP 6.....	\$ 27.39	17.79
GROUP 7.....	\$ 27.39	17.79
GROUP 8.....	\$ 27.39	17.79
GROUP 9.....	\$ 27.39	17.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
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

PAIN0093-001 12/01/2018

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

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

PAIN0249-002 05/01/2019

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 23.67	11.50
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 23.67	11.50
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 24.42	11.50
GROUP 4 - Steeplejack Work..	\$ 24.62	11.50
GROUP 5 - Coal Tar.....	\$ 25.17	11.50
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 32.38	11.50
GROUP 7 - Tanks, Stacks & Towers.....	\$ 27.31	11.50
GROUP 8 - Bridge Blaster, Rigger.....	\$ 35.38	11.50

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25

Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2018

BELMONT, HARRISON and JEFFERSON COUNTIES

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

PAIN0476-001 06/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNITIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 25.82	16.58
GROUP 2.....	\$ 32.45	16.58
GROUP 3.....	\$ 26.03	16.58
GROUP 4.....	\$ 26.47	16.58
GROUP 5.....	\$ 26.47	16.58
GROUP 6.....	\$ 26.72	16.58
GROUP 7.....	\$ 27.82	16.58

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above 50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2019

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.04	16.31
GROUP 2.....	\$ 32.50	16.31
GROUP 3.....	\$ 33.96	16.31
GROUP 4.....	\$ 36.82	16.31

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2019

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.....	\$ 24.66	14.05
Structural Steel.....	\$ 26.26	14.05

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2018

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

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 25.75	14.35
GROUP 2.....	\$ 26.40	14.35
GROUP 3.....	\$ 26.50	14.35
GROUP 4.....	\$ 26.60	14.35
GROUP 5.....	\$ 27.00	14.35
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 27.00	14.35

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 22.78	13.63

Brush & Roller.....	\$ 21.77	13.63
Spray; Tank Interior & Exterior.....	\$ 22.60	13.63

PAIN1020-002 04/01/2019

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 24.57	15.03
Drywall Finishing & Taping..	\$ 23.27	15.03
Lead Abatement.....	\$ 26.32	15.03
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 25.32	15.03
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 24.82	15.03
Wallcoverings.....	\$ 22.17	15.03

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2019

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

	Rates	Fringes
PAINTER		
Bridges.....	\$ 34.24	14.20
Brush; Roller.....	\$ 24.76	14.20
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 25.46	14.20
Spray.....	\$ 25.26	14.20
Stacks; Tanks; & Towers.....	\$ 28.27	14.20
Structural Steel & Swing Stage.....	\$ 25.06	14.20

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

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

PLAS0132-002 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0886-001 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0886-003 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0886-004 05/01/2018

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

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

PLUM0042-002 07/01/2018

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.20	22.07

PLUM0050-002 07/06/2020

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.60	26.73

PLUM0055-003 05/04/2020

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.....	\$ 37.07	27.71

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

* PLUM0094-002 05/01/2020

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.78	21.44

PLUM0120-002 05/04/2020

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
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PIPEFITTER.....\$ 40.22 25.48

PLUM0162-002 06/01/2020

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

Rates Fringes

Plumber, Pipefitter,
Steamfitter.....\$ 32.25 26.47

PLUM0168-002 06/01/2019

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

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 35.32 31.63

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

PLUM0219-002 05/31/2018

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

Rates Fringes

Plumber and Steamfitter.....\$ 37.02 23.79

PLUM0392-002 06/01/2020

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 33.91 22.29

* PLUM0396-001 08/01/2020

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.30	26.56

PLUM0495-002 06/01/2018

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.24	23.09

PLUM0577-002 06/01/2019

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 34.90	24.11

PLUM0776-002 08/01/2019

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.64	24.73

TEAM0377-003 05/01/2020

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 28.89	15.40
GROUP 2.....	\$ 29.31	15.40

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2019

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 28.40	16.95
GROUP 2.....	\$ 28.90	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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION"

GP1333 St George's Streetscape

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, on or before May 1, 2021 ("Date of Substantial Completion").

Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents. The construction schedule shall be established to be complete by May 1, 2021. However, the anticipated duration is 52 working days including concrete cure times. The 52 days will be prominent in determining delays and claims. Therefore, the Contractor shall organize his schedule to complete the work systemically over the entire duration of the contract and not just the last 52 days of the contract period.

WINTER WEATHER PROTECTION. Concrete and other items of work sensitive to cold weather shall be the responsibility of the Contractor. The City will not provide compensation for required additional protection of the work. These required items of protection include, but are not limited to, hot water, High Early, MS or FS concrete (only non-calcium accelerators are permitted), hot/cold thermometers, thermos blankets, etc. The Contractor shall monitor the weather and initiate use of these procedures when protection is needed.

CURB/SIDEWALK CONSTRUCTION. The roadway edge shall be saw cut and the existing curb pulled away from the asphalt prior to construction of the new curbs. The asphalt is a polymer mix. Repair of this surface is required, difficult and non-compensable. Thus, the integrity of the surface edge is crucial.

Federal Labor Standards Provisions

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



Applicability

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

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as 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.

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

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



STARK COUNTY, OHIO SECTION 3 UNDERSTANDING

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

Section 3 covered projects are construction, reconstruction, conversion or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance. Section 3 covered contracts do not include contracts for purchase of supplies and materials. However, whenever a contract for materials includes the installation of materials, the contract constitutes a Section 3 covered contract.

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

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

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

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

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

Sign, Title, Date _____

TRAINING PLAN

Will there be any training opportunities on this project?

YES _____ NO _____

If the response to the above was yes, please complete the attached form.

INSTRUCTIONS FOR COMPLETION OF TRAINING PLAN

- (A) Areas of anticipated training in connection with this project: please list.
- (B) Number of expected training hours available by training area category: please list
- (C) Type of training available: self explanatory
- (D) Opportunities available by training area to Section 3 residents: please respond with either a "yes" or "no" to indicate whether training will be available for low and very low-income individuals (Section 3 residents) by training area category.
- (E) Comments: self explanatory.

SUBCONTRACTOR ACTIVITY REPORT

This form must be submitted prior to final contract payment

INSTRUCTIONS FOR COMPLETION OF SUBCONTRACTOR ACTIVITY REPORT

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

***If, after the submission of this form and prior to contract completion, the contractor should subcontract out some portion of the work, this form must be updated prior to final payment.**

SUBCONTRACTOR ACTIVITY REPORT

Project Number:		HUD Source	Date:			
Contractor:				Address:		
Name of Subcontractor Complete Address and Tax I.D. Number	Amount of Contract	Ethnic/Racial Code	Gender Code	Section 3 Business Concern (Y/N)	Type(s) of Services Provided (Including Construction Supplies)	Start and Completion Dates
	\$					From: To:
	\$					From: To:
	\$					From: To:
	\$					From: To:
	\$					From: To:

STARK COUNTY, OHIO
SECTION 3 RESIDENT AFFIDAVIT – 2010

The undersigned represents, and says, under penalty of law, as follows:

1. My current address is (give street address, village, state and zip code)

2. I am _____ am not _____ a resident of public housing.
3. The total number of individuals in my family (including all family members currently living in my household including myself, or those related by blood, marriage, adoption or guardianship) is _____.
4. Last year, the annual income for my family was less than the amount listed on the table below for my family size: Yes _____ No _____

FAMILY SIZE	INCOME
1	\$32,300
2	\$36,900
3	\$41,550
4	\$46,150
5	\$49,850
6	\$53,550
7	\$57,250
8	\$60,900

If the total number of individuals in your family is over eight, please state the annual income for your family during the last year: \$ _____ number in house _____

5. I understand that the information above relating to the size and annual income of my family may require verification.

I agree to provide, upon request, documents verifying this information and I authorize my employer to release information required for the United States Department of Housing and Urban Development or their designee to verify my status as a 'Section 3 Resident' under Section 3 of the Housing and Urban Development Act of 1968 (and related regulations).

Name: (Signature) _____
 Name: (Printed) _____
 Date: _____

SECTION 3 RESIDENT AFFIDAVIT

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

INSTRUCTIONS FOR COMPLETION

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

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

SAMPLE RECORD KEEPING FORMAT

Applicant and Hiring Flow Data

Contractor:			Federal ID:	Time Period	
Prime Recipient:			Contract Award/Project No.		
Contact Person:					
(1) Date	(2) Name	(3) Position Applying For	(4) Referral Source	(5) Section 3 Preference	(6) Status
4/30	Jane Q. Public 1234 Job Street Section 3, 1156789 (321)321-7654	Carpenter	Walk-in	1-11 F/N	2 (5/5
*Preference Order 1. Section 3 residents residing in the service area of neighborhood in which the Section 3 covered project is located. 2. Participants in HUD Youthbuild programs. 3. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located. 4. Other low and very low income persons (Section 3) residents residing in the metropolitan area.			**Status Code 1=Interviewed – not hired 2=Interviewed – hired 3=Interviewed – offered – rejected Race of Head of Household Code 11=White 12=Black 13=Asian 14=American/Alaska Native 15=Native Hawaiian/Other Pacific Islander 16=American Indian/Alaska Native & White 17=Asian & White 18=Black/African American & White 19=American Indian/Alaska Native & Black/African American 20=Other Multi Racial Hispanic Code Y=yes N=no		
NOTE: Entries in Columns 5 and 6 means that the applicant was a Black, non Hispanic female who is a resident of the service area in which the covered project is located on May 5.					

RECORD KEEPING FORMAT

Applicant and Hiring Flow Data

Contractor:			Federal ID:	Time Period	
Prime Recipient:			Contract Award/Project No.		
Contact Person:					
(1) Date	(2) Name	(3) Position Applying For	(4) Referral Source	(5) Section 3 Preference	(6) Status
*Preference Order 1. Section 3 residents residing in the service area of neighborhood in which the Section 3 covered project is located. 5. Participants in HUD Youthbuild programs. 6. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located. 7. Other low and very low income persons (Section 3) residents residing in the metropolitan area.			**Status Code 1=Interviewed – not hired 2=Interviewed – hired 3=Interviewed – offered – rejected Race of Head of Household Code 11=White 12=Black 13=Asian 14=American/Alaska Native 15=Native Hawaiian/Other Pacific Islander 16=American Indian/Alaska Native & White 17=Asian & White 18=Black/African American & White 19=American Indian/Alaska Native & Black/African American 20=Other Multi Racial Hispanic Code Y=yes N=no		
NOTE: Entries in Columns 5 and 6 means that the applicant was a Black, non Hispanic female who is a resident of the service area in which the covered project is located on May 5.					

EXAMPLE

OUTREACH-RECRUITMENT LETTER EMPLOYMENT AND TRAINING POSITIONS

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

Subject: Section 3 Recruitment

Dear Ms. Doe:

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

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

Mr. John Smith
567 South Street
Canton, Ohio 44702

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

Sincerely,

SECTION 3 NOTICE – HOUSING AND COMMUNITY DEVELOPMENT PROJECTS

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

PREFERENCE REQUIREMENTS – EMPLOYMENT AND TRAINING

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

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

POSITIONS SUBJECT TO HIRE FOR THIS PROJECT				
Position Title	Qualifications	Estimated Salary	Estimated Start Date	Estimated Completion Date
Contact Person's Name, Address and Phone Number:				
Prime Contractor's Name, Address and Phone Number:				
Recipient's Name, Address and Phone Number:				

CURRENT WORKFORCE PROFILE AND HIRING PLAN

Job Category (A)	Total # of expected positions needed for this project (B)	Total # of positions filled by existing EMPLOYEES in each category (C)	Total # of expected NEW HIRES in each category (D)	Total # of expected SECTION 3 NEW HIRES in each category (E)	Expected HIRE DATE (s) or new hires by category (note: there could be more than one date in each category) (F)
Professionals*					
Technicians**					
Office/Clerical					
Construction Work By Trade					
Trade:					
Trade:					
Trade:					
Other:					
Other:					
Totals (G)					
<p>*Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, surveyors, planners, and computer programmers) **Technicians are defined as people who work in direct support of engineers or scientists, utilizing theoretical knowledge of fundamental scientific, engineering, mathematical, or draft design principles. +Must be submitted with bid proposal</p>					

OUTREACH LETTER CONTRACTING OPPORTUNITIES

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

Subject: Section 3 Recruitment

Dear Ms. Doe:

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

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

Mr. John Smith
567 South Street
Canton, Ohio 44702

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

Sincerely,

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

SECTION 3

NOTICE OF CONTRACTING OPPORTUNITIES

Prime Recipient	Prime Contractor
Location of Work	Contact Person
Scope of Work	
Estimated Start Date	Estimated Completion Date
Special Requirements	

SECTION 3 BUSINESS UTILIZATION PLAN

Will there be any other contracts or subcontracts on this project?

Yes _____ No _____

If yes, complete the attached Section 3 Business Utilization Form.

- COLUMN (1) Enter type of contract (e.g. excavating, paving, etc.)
- COLUMN (2) Enter the number of proposed contracts by category
- COLUMN (3) Enter the estimated dollar amount of the contracts by category
- COLUMN (4) Enter the number of contracts estimated to go to a qualified Section 3 business (see bottom form)
- COLUMN (5) Enter estimated dollar value of contracts to go to eligible Section 3 business

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

**SECTION 3 BUSINESS CONCERN
AFFIDAVIT**

I. Basic Information

The following information is true and correct:

1. Name of Company _____
2. Company Address _____
3. Type of business (corporation, partnership, sole proprietorship)

4. Project Name and Address (es) _____

5. Name/type of contract _____
6. Name of contracting unit _____

II. Type of Section 3 Business Concern

A Section 3 business means a business concern

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

The Company qualifies as a Section 3 business under category _____

III. Verification

The Company hereby agrees to provide upon request documents verifying the information provided above.

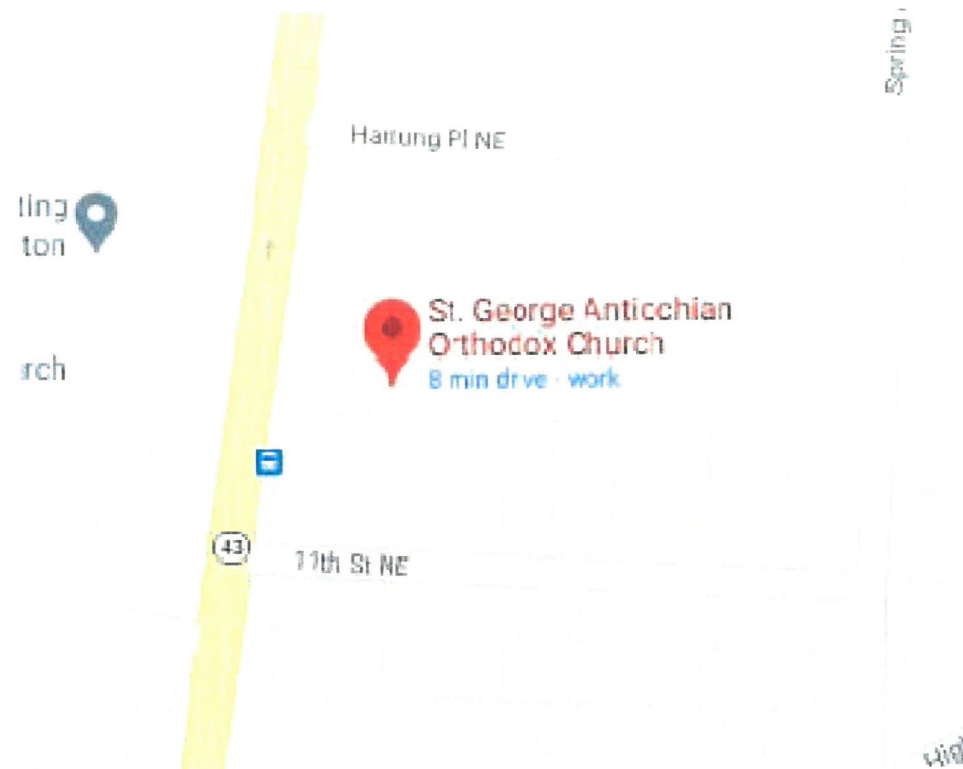
The applicant acknowledges that the information provided on this form may be disclosed to the public in response to requests made under the Freedom of Information Act. This applicant waives and releases any rights or claims it may have against the release of such information.

Under penalty of perjury, I certify that I am the _____ (title) of the Company, that I am authorized by the Company to execute this affidavit on its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Name (signature) _____

Name (printed) _____

Date _____



GP 1333 ST GEORGES STREETScape CHERRY AVENUE NE

CITY OF CANTON
ENGINEERING DEPARTMENT



PROJECT DESCRIPTION:

LOCATION MAP

1118 Cherry Ave NE, Canton, OH 44704
40°48'26.93N 81°22'05.02W

NEW SIDEWALK, CURB RAMPS AND CURBS. THE STREETScape INCLUDES CONCRETE, BRICK INSERTS, TREE GRATES, TREES, LIGHTING, DRIVEWAY APPROACHES, ETC.

CURB/SIDEWALK CONSTRUCTION. The roadway edge shall be saw cut and the existing curb pulled away from the asphalt prior to construction of the new curbs. The asphalt is a polymer mix. Repair of this surface is required, difficult and non-compensable. Thus, the integrity of the surface edge is crucial.

UNDERGROUND UTILITIES	
CONTACT BOTH SERVICES CALL TWO WORKING DAYS BEFORE YOU DIG	
	CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE NON-MEMBERS MUST BE CALLED DIRECTLY	
OIL & GAS PRODUCERS UNDERGROUND PROTECTION SERVICE CALL: 1-800-925-0988	

CANTON CITY STANDARD DRAWINGS

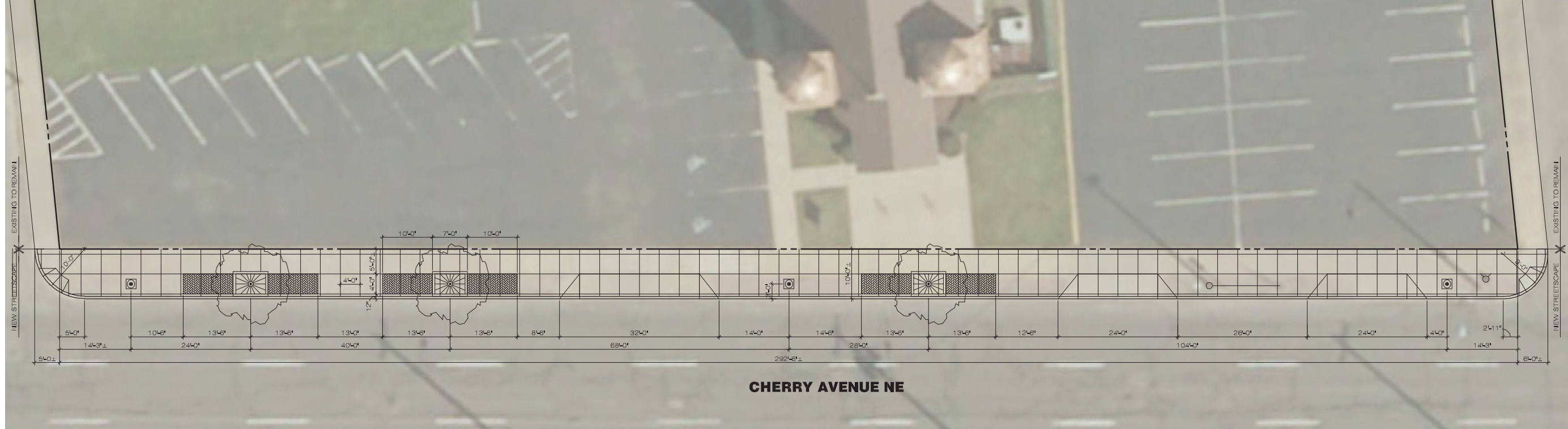
No. 18	No. 30	No. 41	No. 46	No. 65
No. 19	No. 31	No. 42	No. 61	
No. 23	No. 32	No. 43	No. 62	
No. 28	No. 33	No. 44	No. 63	
No. 29	No. 40	No. 45	No. 64	

APPROVED

DATE 10/28/20 
DANIEL J. MOEGLIN, PE
CITY ENGINEER

Appendix C

REVISIONS:



CHERRY AVENUE NE

PROPOSED STREETSCAPE PLAN

SCALE: 1" = 10'-0"



600 MARKET AVENUE NORTH CANTON OHIO 44702

MOTT & MEADOWS
ARCHITECTS &
NEW STREETSCAPES

ST. GEORGE ANTIQCHIAN ORTHODOX CHURCH
1122 CHERRY AVENUE NE
CANTON, OH



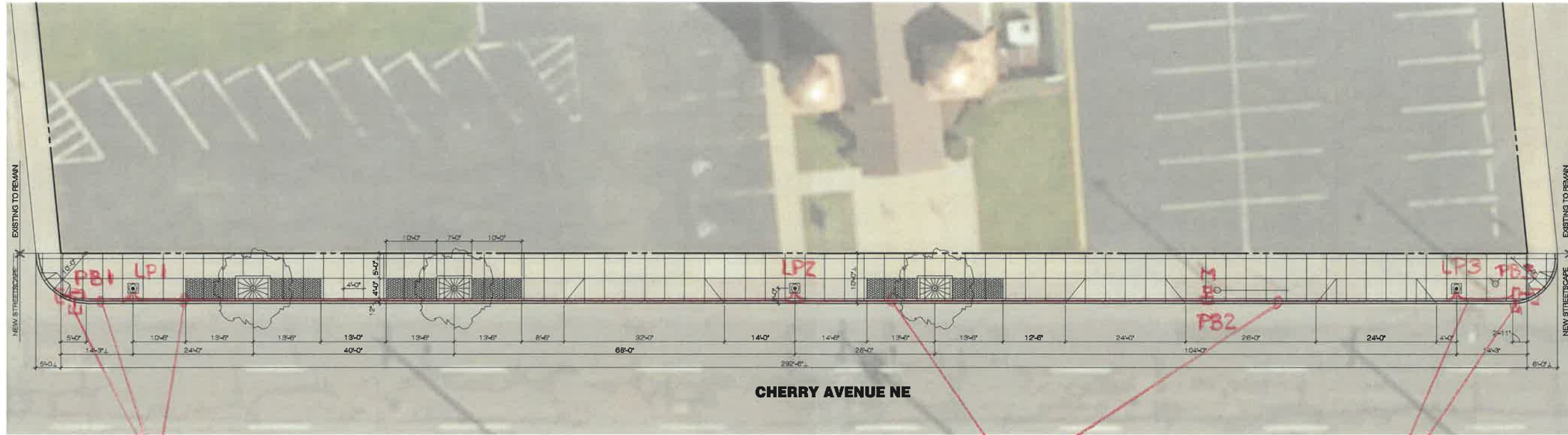
NOT FOR CONSTRUCTION

THIS DWG :

COMM
DATE 06-25-2018

DWG

REVISIONS:



2" CONDUIT
3" CONDUIT

2" CONDUIT
3" CONDUIT

2" CONDUIT
3" CONDUIT

PROPOSED STREETSCAPE PLAN
SCALE 1" = 10'-0"

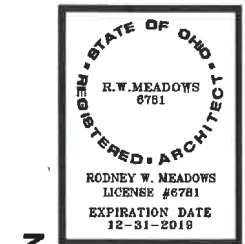
CHERRY AVENUE NE

PLAN LEGEND
 M MILBANK PEDESTAL
 PB PULL BOX 17" x 30"
 LP LIGHT POLE

600 MARKET AVENUE NORTH CANTON OHIO 44702

MOTT & MEADOWS
ARCHITECTS

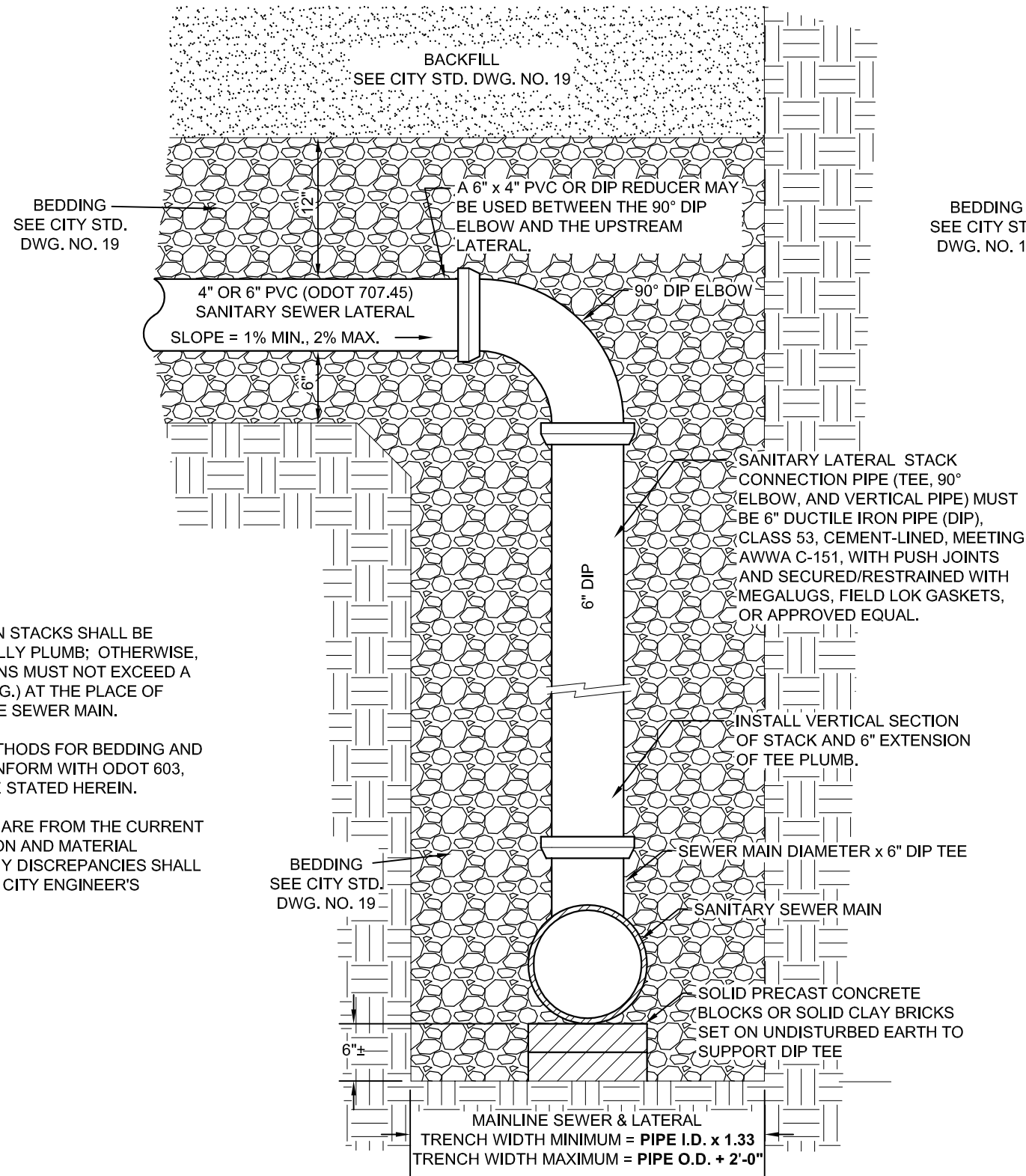
ST. GEORGE ANTIOCHIAN ORTHODOX CHURCH
1122 CHERRY AVENUE NE
CANTON, OH



NOT FOR CONSTRUCTION

THIS DWG:
COMM
DATE 06-26-2018
DWG

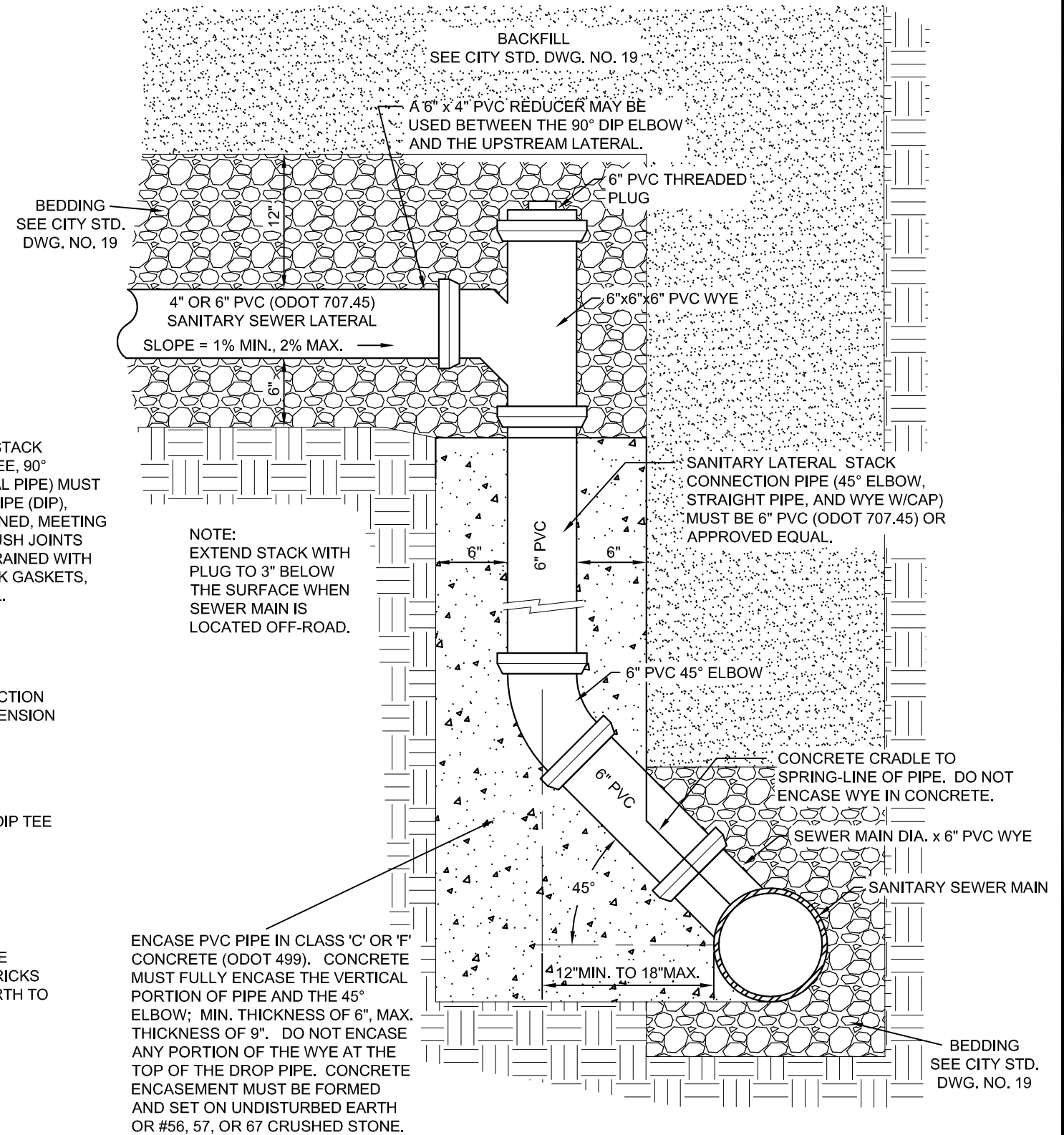
HOUSE CONNECTION STACK, OPTION 1



NOTES:

- HOUSE CONNECTION STACKS SHALL BE INSTALLED VERTICALLY PLUMB; OTHERWISE, SEWER CONNECTIONS MUST NOT EXCEED A SLOPE OF 1:1 (45 DEG.) AT THE PLACE OF CONNECTION TO THE SEWER MAIN.
- CONSTRUCTION METHODS FOR BEDDING AND BACKFILL SHALL CONFORM WITH ODOT 603, UNLESS OTHERWISE STATED HEREIN.
- ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

HOUSE CONNECTION STACK, OPTION 2



OFFICE OF THE CITY ENGINEER
CANTON, OHIO

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

APPROVED DATE: JAN 2012

APPROVED BY: CDB, RMB, SLH

DRAWING FILE NAME: ce_18.dwg

REVISIONS

DESCRIPTION	DATE	BY

STANDARD DRAWING NO. 18
HOUSE CONNECTION STACK

NOTES:

1. BEDDING:

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

BEDDING WIDTH TABLE

PIPE TYPE	MIN. WIDTH, TYP.	MAX. WIDTH, TYP.
NON-RIGID PIPE (PVC, HDPE, CMP, ALUMINUM)	PIPE I.D. x 1.25 + 1'-0"	PIPE O.D. + 2'-0"
RIGID PIPE (CONC., VIT. CLAY, DUCTILE IRON)	PIPE I.D. x 1.33	PIPE O.D. + 2'-0"

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

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

2. BACKFILL:

BACKFILL WITHIN THE PUBLIC STREET R/W:

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

- A) NO FOUNDRY SAND OR SLAG IS PERMITTED.
- B) ALTERNATE GRANULAR MATERIAL SHALL BE PERMITTED ONLY WITH THE SUPPLEMENTAL APPROVAL OF THE CITY ENGINEER. TO PETITION FOR SUCH SUPPLEMENTAL APPROVAL, THE DEVELOPER/CONTRACTOR SHALL SUBMIT IN WRITING THE FOLLOWING:
 - * SOURCE OF THE ALTERNATE BACKFILL MATERIAL.
 - * GRADATION REPORT IN ACCORDANCE WITH AASHTO T II AND T 27.
 - * PROCTOR CURVE ANALYSIS IN ACCORDANCE WITH ASTM D 698.
 - * PROPOSED COMPACTION METHOD.

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

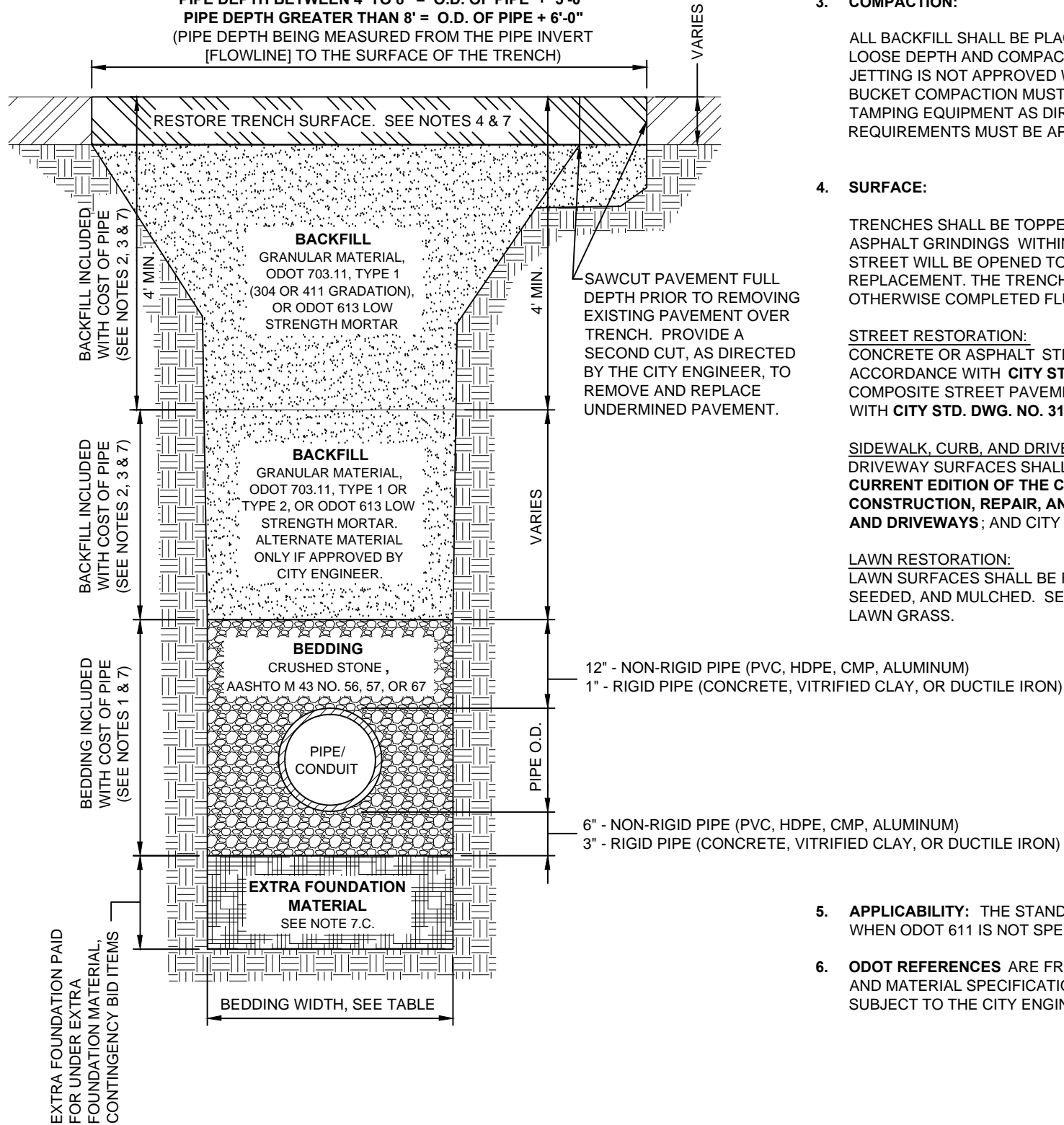
THE CITY ENGINEER FURTHER RESERVES THE RIGHT TO REFUSE ANY ALTERNATE BACKFILL MATERIAL THE CITY FINDS NOT CONSISTENT WITH THE APPROVED SOURCE, GRADATION REPORT, PROCTOR REPORT, OR COMPACTION METHOD.

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

BACKFILL OUTSIDE OF THE PUBLIC STREET R/W:

MATERIAL MAY BE NON-CONTAMINATED IN-SITU OR EXCAVATED MATERIAL; UNLESS, SPECIFIED OTHERWISE BY PROPERTY OWNER OR PIPE/CONDUIT OWNER.

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



NOTES: (CONTINUED)

3. COMPACTION:

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

4. SURFACE:

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

STREET RESTORATION:

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

SIDEWALK, CURB, AND DRIVEWAY RESTORATION:

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

LAWN RESTORATION:

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

- 5. **APPLICABILITY:** THE STANDARD DRAWING HEREIN IS APPLICABLE WHEN ODOT 611 IS NOT SPECIFIED FOR CONDUIT INSTALLATION.

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



OFFICE OF THE CITY ENGINEER
 CANTON, OHIO

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

APPROVED DATE: JAN 2012

APPROVED BY: CDB, RMB, SLH

DRAWING FILE NAME: ce_19.dwg

REVISIONS

DESCRIPTION	DATE	BY
REVISIONS TO NOTES 7 & 8	6/4/2012	CDB
REVISIONS TO NOTES 7	6/10/2013	CDB
REVISIONS TO NOTES 2, 3, & 5	9/23/2020	RMB

STANDARD DRAWING NO. 19

UTILITY TRENCH REQUIREMENTS

NOTES: (CONTINUED)

7. PAY LIMITS FOR CITY PROJECTS

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

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

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

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

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

- OPTION A: CRUSHED STONE, AASHTO M 43 NO. 1 AND/OR 2
- OPTION B: CRUSHED STONE, AASHTO M 43 NO. 56, 57, OR 67
- OPTION C: ODOT 703.11, TYPE 1 (304, 411 OR 617 GRADATION)
- OPTION D: TENSAR GEOGRID T1100, OR APPROVED EQUAL

EXTRA FOUNDATION MATERIAL, CONTINGENCY BID ITEMS

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

NOTES: (CONTINUED)

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

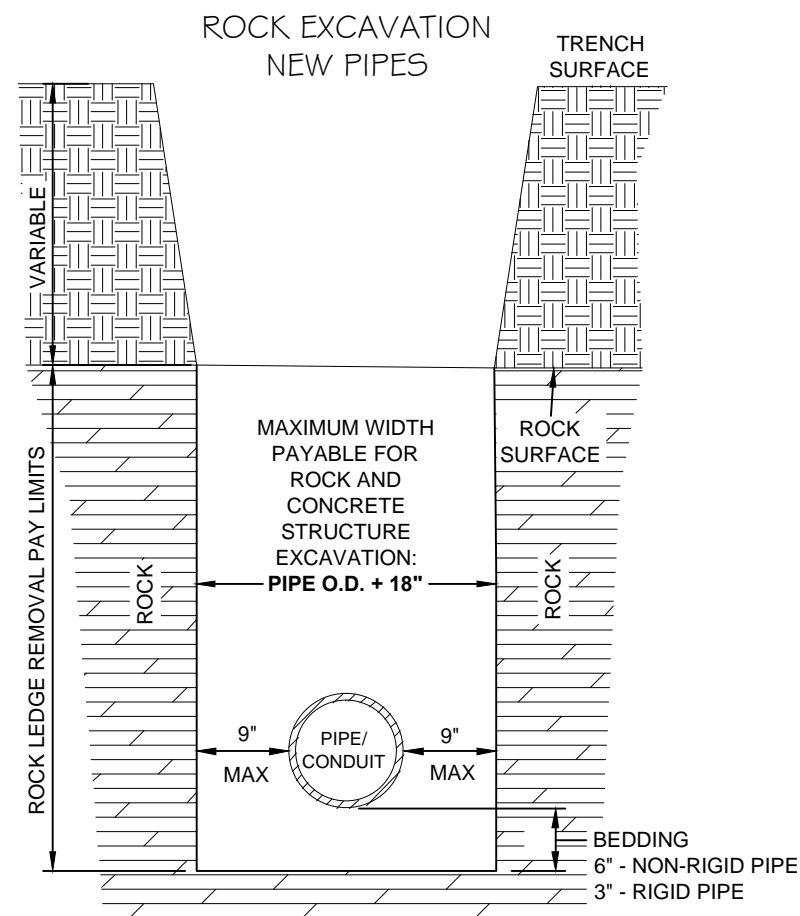
EXCAVATION FOR NEW MANHOLES AND CATCH BASINS , UNLESS OTHERWISE SPECIFIED OR SHOWN ON CONSTRUCTION PLANS, SHALL BE MEASURED BETWEEN VERTICAL PLANES ONE (1) FOOT BEYOND THE OUTSIDE EDGE OF THE FOUNDATION OF THE STRUCTURES ON ALL SIDES, AND PARALLEL THERETO, AND FROM THE SURFACE OF THE ROCK TO THE BOTTOM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

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

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

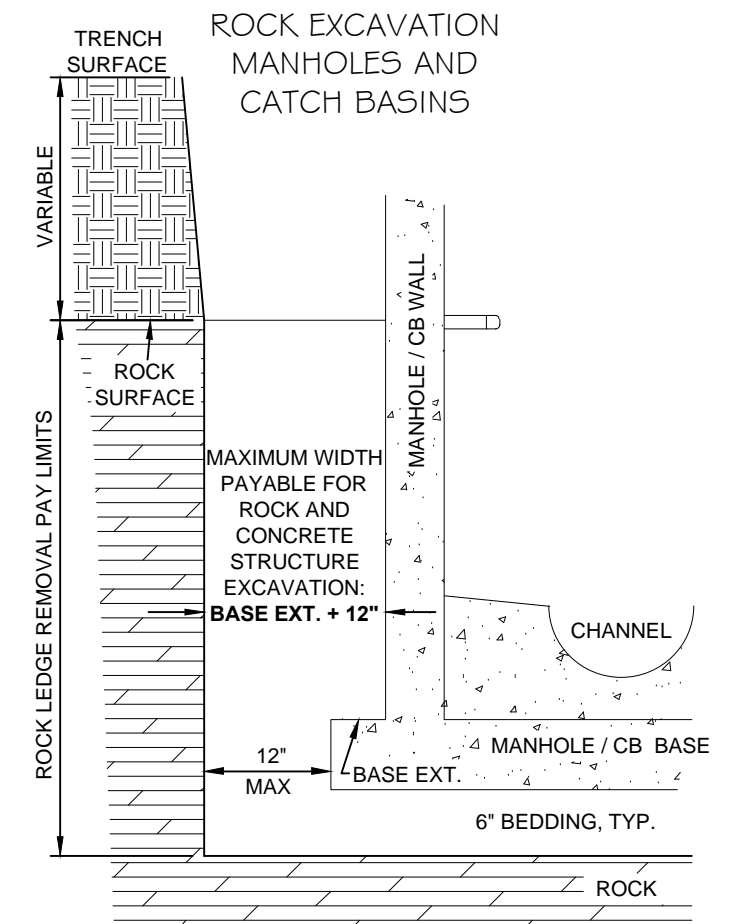
FOR CITY PROJECTS, THE CONTRACTOR SHALL BE PAID FOR ROCK REMOVAL AND CONCRETE STRUCTURE REMOVAL UNDER THE CONTINGENCY BID ITEMS FOR ROCK OR CONCRETE STRUCTURE REMOVAL. IF A CONTINGENCY BID ITEM IS NOT INCLUDED IN THE BID PROPOSAL, THE CONTACTOR MAY SUBMIT A PROPOSAL (PRIOR TO WORK BEING STARTED) TO THE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

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



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

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



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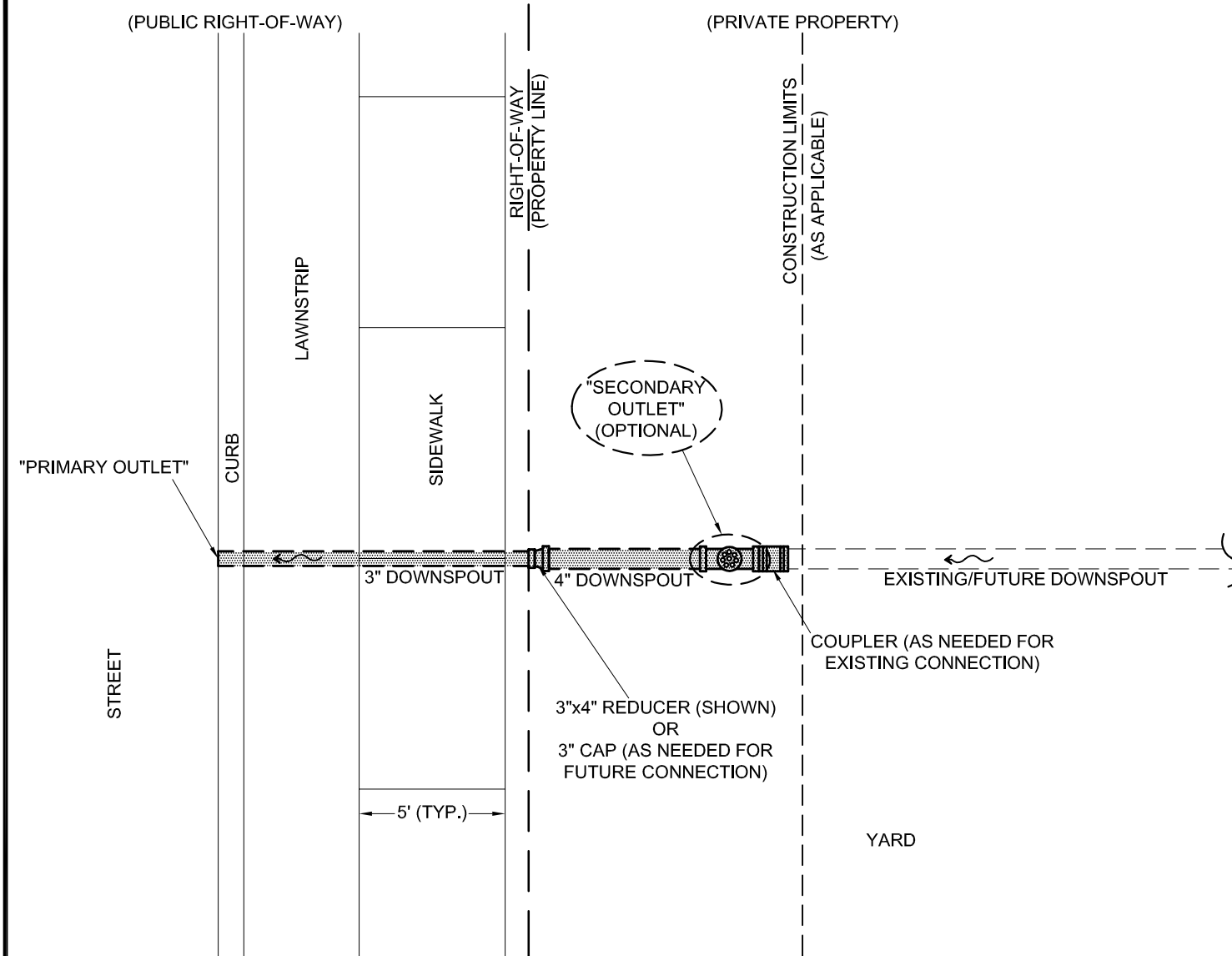
APPROVED DATE: JAN 2012
 APPROVED BY: CDB, RMB, SLH
 DRAWING FILE NAME: **ce_19.dwg**

REVISIONS		
DESCRIPTION	DATE	BY
REVISIONS TO NOTES 7 & 8	6/4/2012	CDB
REVISIONS TO NOTES 7	6/10/2013	CDB
REVISIONS TO TABLES IN NOTES 7 & 8	9/23/2020	RMB

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

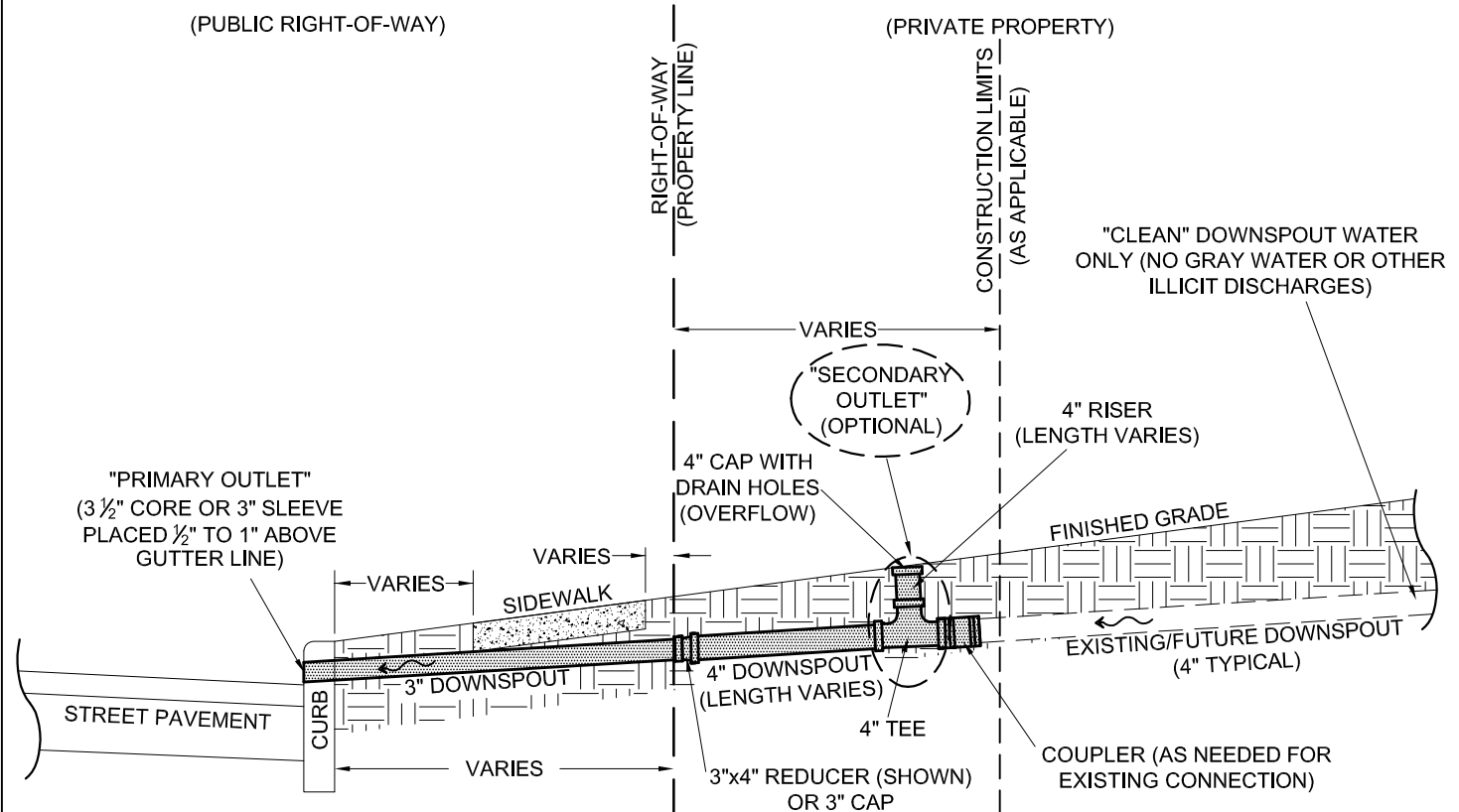
PLAN VIEW

NOT TO SCALE



PROFILE VIEW

NOT TO SCALE



ITEMS, MATERIALS, AND QUANTITIES PER RESIDENTIAL DOWNSPOUT OUTLET			
ITEM	MATERIAL TYPE	QUANTITY	UNIT
3" DOWNSPOUT	PVC SCH. 40 (707.43 OR 707.45)	VARIES	FT.
3" CAP (AS NEEDED)	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH
3"x4" REDUCER (AS NEEDED)	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH
4" DOWNSPOUT (AS NEEDED)	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	VARIES	FT.
4" TEE (OPTIONAL), CONTINGENCY	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH
4" RISER (OPTIONAL), CONTINGENCY	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	VARIES	FT.
4" CAP WITH DRAIN HOLES (OPTIONAL), CONTINGENCY	PVC (707.43 OR 707.45) OR HDPE (707.32 OR 707.33)	1	EACH
COUPLER (AS NEEDED)	NEOPRENE WITH STAINLESS STEEL CLAMPS	1	EACH

NOTES:

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

- OR ONTO A SIDEWALK, STREET, OR PUBLIC GROUND WITHIN THE CITY, WHEN IN THE OPINION OF THE CITY ENGINEER A PUBLIC NUISANCE IS CAUSED BY DOING SO (REF. CODIFIED ORDINANCE 903.02).
 - DOWNSPOUT DISCHARGES SHALL NOT CONTAIN ANY GRAY WATER OR OTHER ILLICIT DISCHARGES.
 - DOWNSPOUTS SHALL NOT BE CONNECTED TO A SANITARY SEWER.
- A "STREET OPENING PERMIT" IS REQUIRED FROM THE ENGINEERING DEPARTMENT FOR ANY EXCAVATION WITHIN CITY RIGHT-OF-WAY OR OTHER CITY-OWNED PROPERTY (REF. CODIFIED ORDINANCE CHAPTER 909).
 - A "SEWER CONNECTION PERMIT" IS REQUIRED FROM THE ENGINEERING DEPARTMENT FOR ANY DIRECT OR INDIRECT CONNECTION OF A PIPE TO A CITY-OWNED STORM SEWER, CATCH BASIN, OR MANHOLE.
 - MODIFICATIONS TO THE CONFIGURATION, ITEMS, AND MATERIALS SHOWN MAY BE ALLOWED OR REQUIRED BY THE CITY ENGINEER.
 - FOR DOWNSPOUTS THAT ARE DIRECTED TO DISCHARGE TOWARD A CITY STREET WITHOUT CURB, SEE CITY STD. DWG. NO. 22.
 - FOR DOWNSPOUTS THAT CONTAIN GROUNDWATER DISCHARGES (FROM SUMP PUMPS OR GRAVITY FLOW):
 - PRIMARY OUTLET SHOULD BE DIRECTLY CONNECTED TO CATCH BASIN OR MANHOLE, IF POSSIBLE, IN LIEU OF CURB OUTLET SHOWN. DIRECT CONNECTION TO CATCH BASIN OR MANHOLE SHALL BE BY AN APPROVED CORE-AND-SEAL BOOT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY ENGINEERING DEPARTMENT AND THE WORK MUST BE INSPECTED.
 - IF CATCH BASIN OR MANHOLE IS UNAVAILABLE BUT STORM SEWER IS AVAILABLE FOR DOWNSPOUT PRIMARY OUTLET DIRECT CONNECTION, CONSTRUCT DOWNSPOUT OUTLET PER CITY STANDARD DRAWING NO. 24.
 - IF NO STORM SEWER, CATCH BASIN, OR MANHOLE IS AVAILABLE FOR DIRECT CONNECTION, DOWNSPOUT OUTLET MAY BE CONSTRUCTED PER THIS DRAWING CONTINGENT UPON SATISFYING ALL STATED DISCHARGE CONDITIONS.



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APPROVED DATE: MAR. 2012

APPROVED BY: CDB, RMB, SLH

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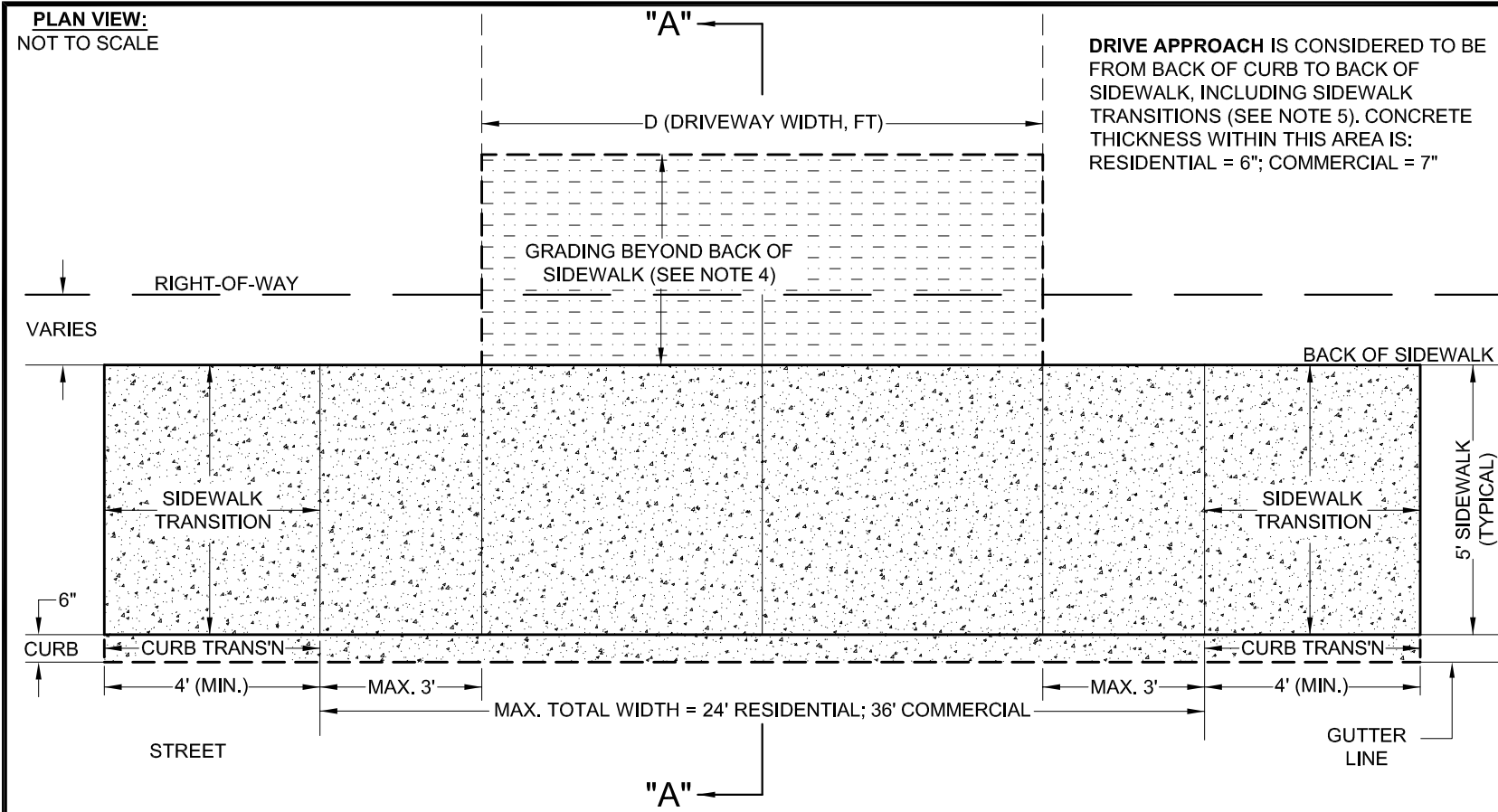
REVISIONS

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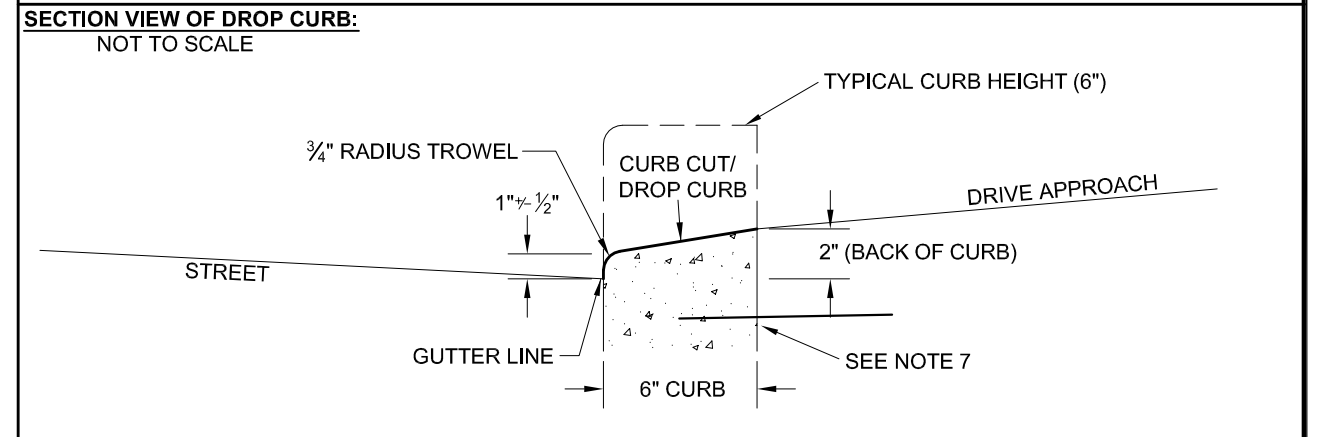
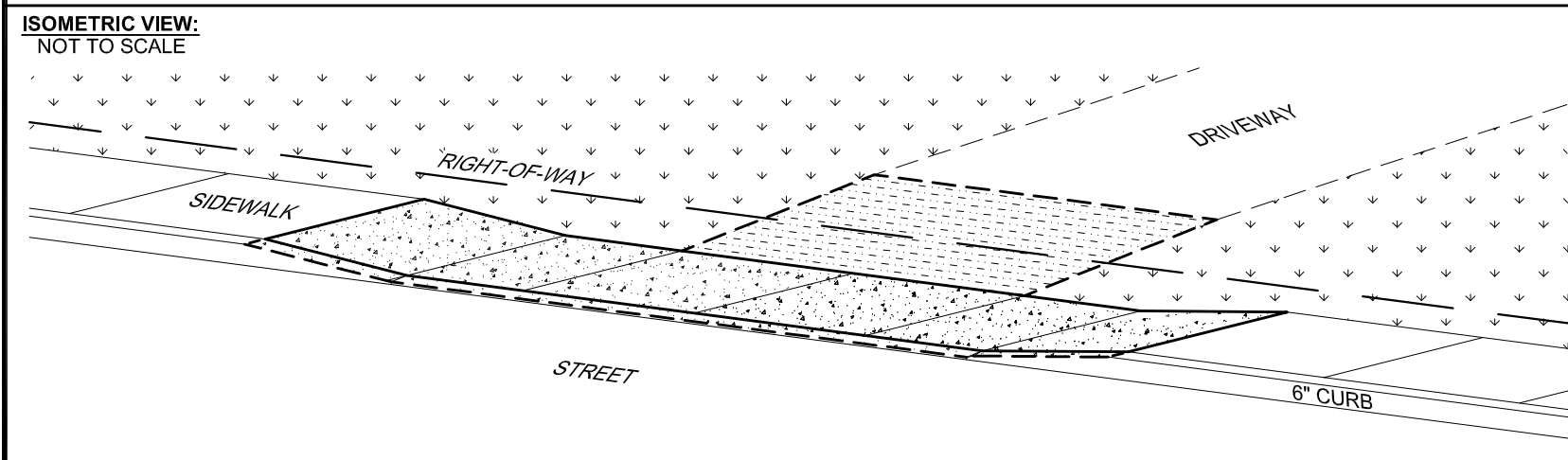
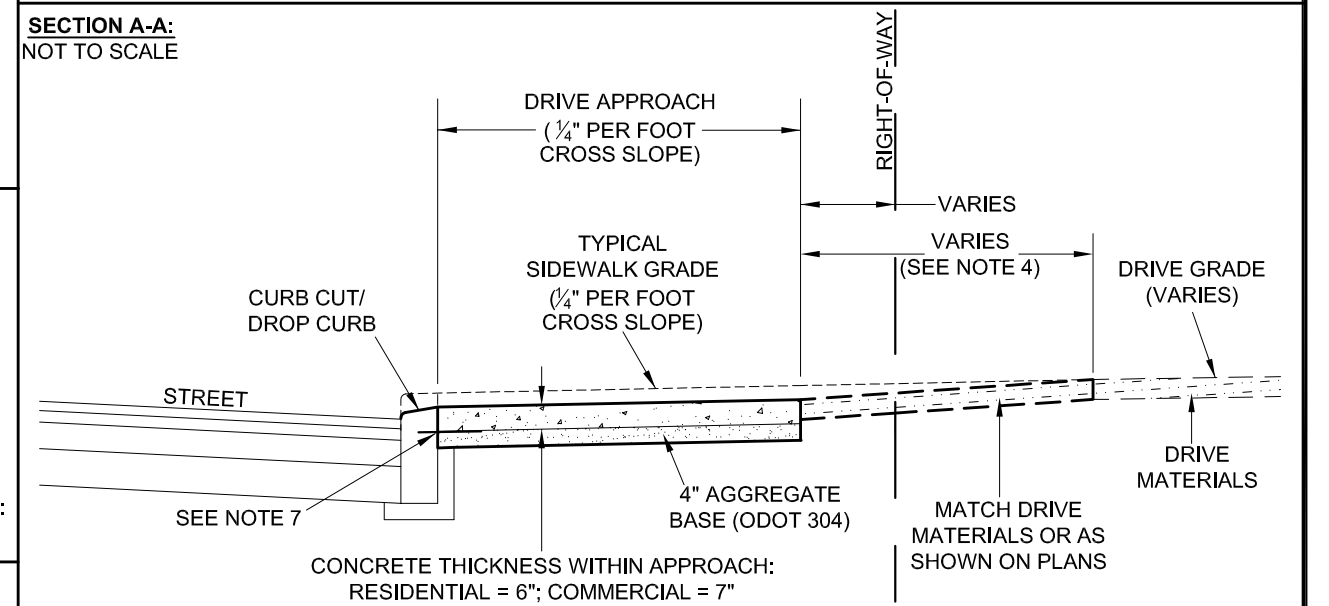
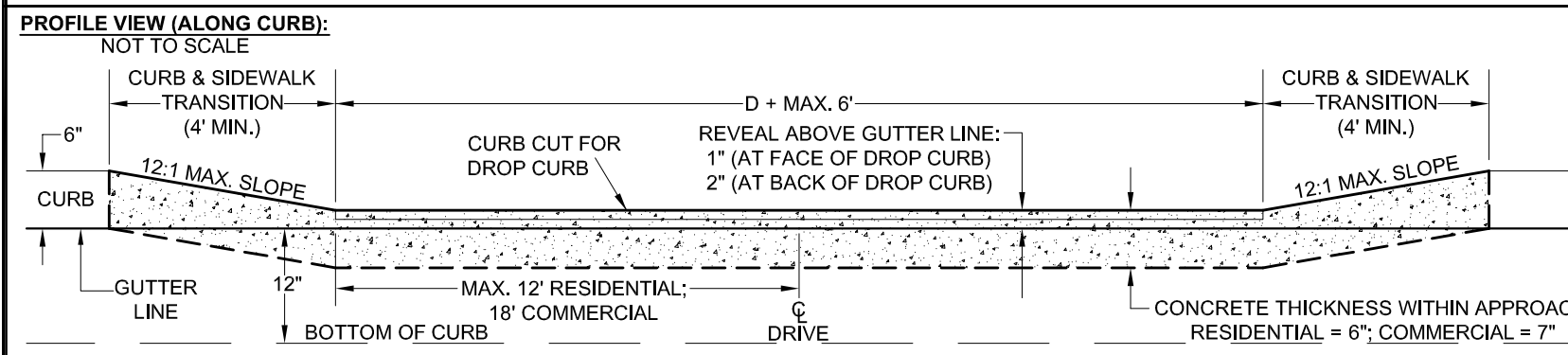
STANDARD DRAWING NO. 23

DOWNSPOUT OUTLET
(CURBED STREET)

SHEET 1 OF 1



- NOTES:**
1. SIDEWALKS, CURBS, AND DRIVEWAYS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
 2. ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY'S ENGINEER'S DISCRETION.
 3. ALTERNATIVE DESIGNS MAY BE APPROVED OR REQUIRED BY THE CITY ENGINEER FOR COMMERCIAL DRIVES.
 4. GRADE AS APPROPRIATE OR IN ACCORDANCE WITH PLANS TO PROVIDE ADEQUATE TRANSITION TO DRIVEWAY AND YARD. FOR CITY PROJECTS, GRADING AND MATERIALS SHALL BE PAID UNDER APPROPRIATE DRIVE RESTORATION ITEMS, ETC.
 5. FOR CITY PROJECTS AND REIMBURSEMENT PROGRAM, DRIVE APPROACH PAY LIMITS SHALL CORRESPOND WITH DRIVE APPROACH LIMITS AS INDICATED HEREIN. DRIVE APPROACHES AND PAY LIMITS DO NOT INCLUDE ANY CONCRETE PORTION OF DRIVE BEYOND BACK OF SIDEWALK, OR ANY OTHER WORK NOT DIRECTLY RELATED TO THE CONSTRUCTION OF THE DRIVE APPROACH. THE COSTS ASSOCIATED WITH EXCAVATION, FORMING, GRADING, AND RESTORATION DIRECTLY RELATED TO THE DRIVE APPROACH AS WELL AS THE COSTS FOR THE CURB CUT/DROP CURB ARE INCIDENTAL TO THE COST OF THE DRIVE APPROACH.
 6. DUE TO 1/4" PER FOOT CROSS SLOPE, BACK OF TYPICAL 5' SIDEWALK WITHIN APPROACH IS ONLY 3 1/4" ABOVE GUTTER LINE (EXCLUDING SIDEWALK TRANSITIONS). ALTERNATIVE DRIVE APPROACH OPTIONS MAY BE APPROVED OR REQUIRED WHEN DEPTH OF STORM WATER RUNOFF ALONG THE CURB IS ANTICIPATED TO RESULT IN EXCESSIVE PONDING WITHIN THE DRIVE APPROACH AREA OR CAUSE OTHER DRAINAGE PROBLEMS IN THE VICINITY.
 7. CONNECT APRON TO CURB WITH DOWELS OR WIRE MESH. REFER TO CITY STANDARD DRAWING NO. 29 FOR COMBINED CURB AND SIDEWALK DETAILS.
 8. PLACE 1/2" EXPANSION JOINTS AGAINST EXISTING CONCRETE DRIVES AND WALKS, BUILDING WALLS AND OTHER FIXED OBJECTS.
 9. WHEN THE LOCATION OF THE DRIVE APPROACH IS UNKNOWN AT THE TIME OF CURB CONSTRUCTION, THE DROP MAY BE SAW-CUT WITH THE CITY ENGINEER'S APPROVAL.
 10. ANY MODIFICATIONS TO THESE STANDARDS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.



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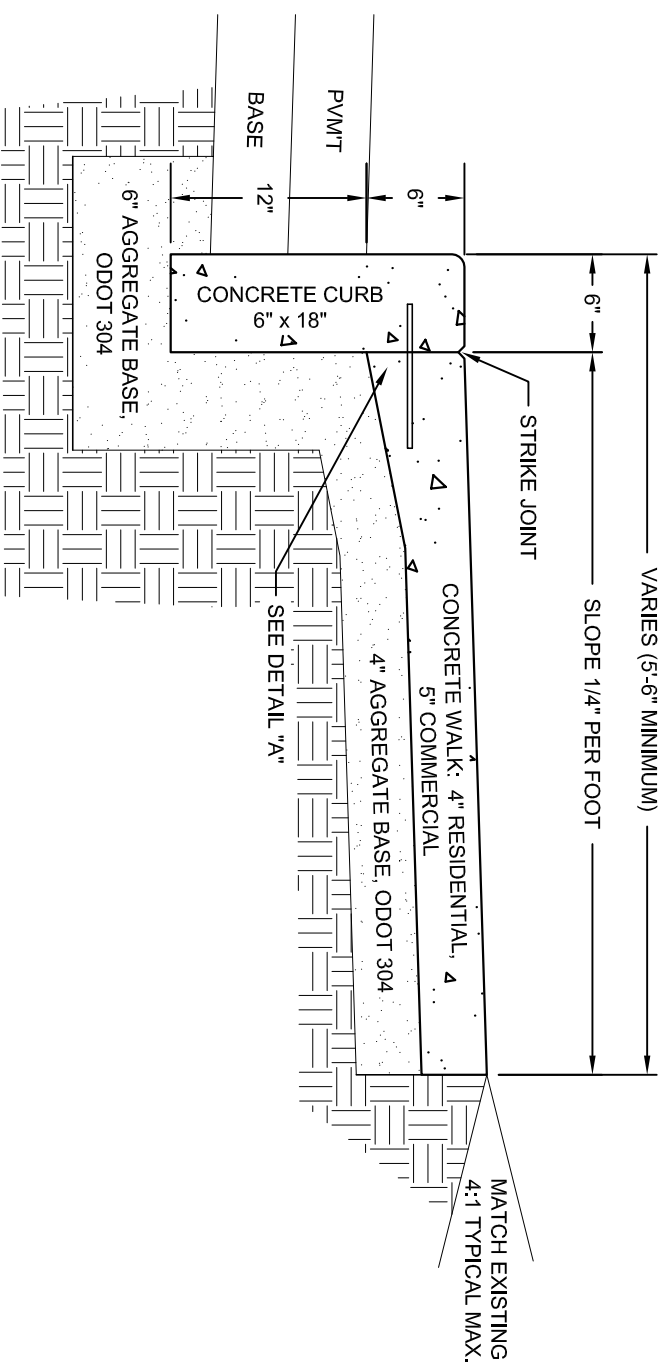
REVISIONS

DESCRIPTION	DATE	BY
NOTE MODIFICATIONS	4/10/12	CDB
MINOR FORMAT EDIT	6/4/12	CDB
NOTE MODIFICATIONS	7/23/12	CDB
NOTE 7 MODIFICATIONS	8/15/2017	RMB

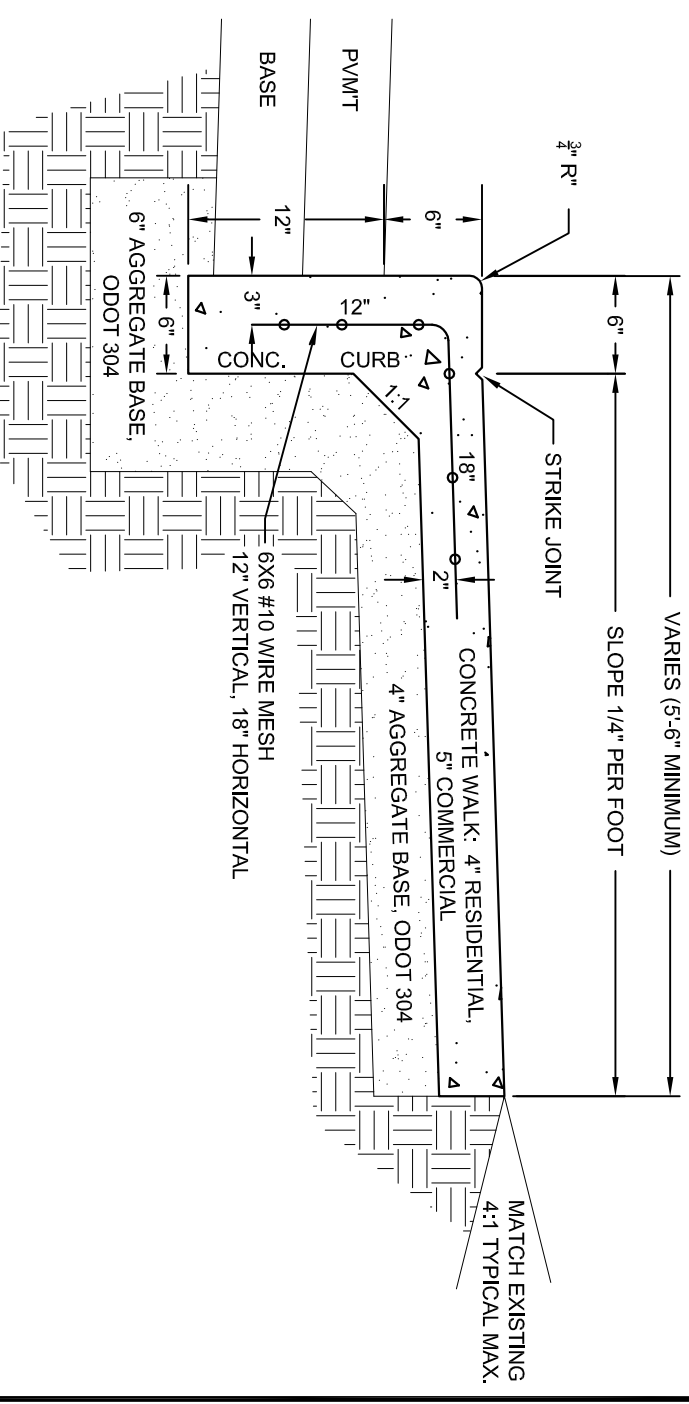
STANDARD DRAWING NO. 28

DRIVE APPROACH WITH SIDEWALK AGAINST CURB

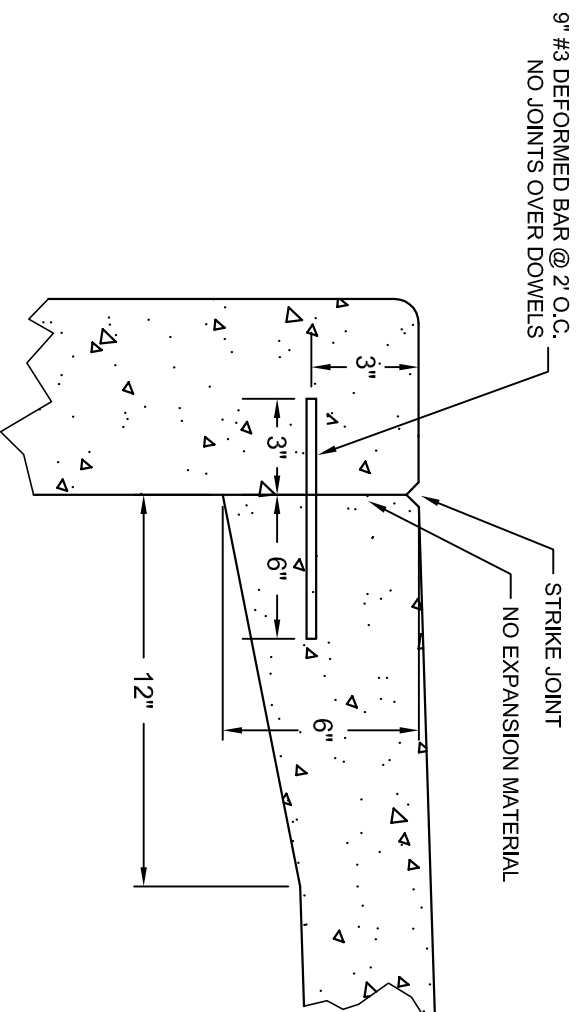
TYPE A
CONCRETE WALK
ADJACENT TO CURB



TYPE B
INTEGRAL CONCRETE WALK
AND CURB



DETAIL "A"



NOTES:

1. CURB AND WALK CONSTRUCTION MUST TO CONFORM TO ODOT 609 AND 608, CITY STANDARD DRAWING 30, AND THE CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
2. CONCRETE MATERIAL FOR CURB AND WALK MUST BE ODOT 499 CLASS 'OC' CONCRETE.
3. NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE, ODOT 304.
4. CONCRETE WALK REPLACED OR INSTALLED ADJACENT TO EXISTING CONCRETE CURB MUST BE DOWELED TO THE EXISTING CURB, UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER.
5. CURB CONTRACTION JOINT MUST BE SPACED 10 FEET TYPICALLY; WALK CONTRACTION JOINTS MUST BE SPACED 5 FEET TYPICALLY, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. CURB EXPANSION JOINTS MUST BE INSTALLED AT CURB INLET CATCH BASIN AND AT ANY OTHER RIGID STRUCTURES. CURB EXPANSION AND CONSTRUCTION JOINTS MUST BE DOWELED WITH TWO (2) #5 THRU #8 SMOOTH BARS, 18" LONG, EXTENDING 9" INTO EACH CURB.
6. ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS, ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.



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APPROVED DATE: MARCH 2012

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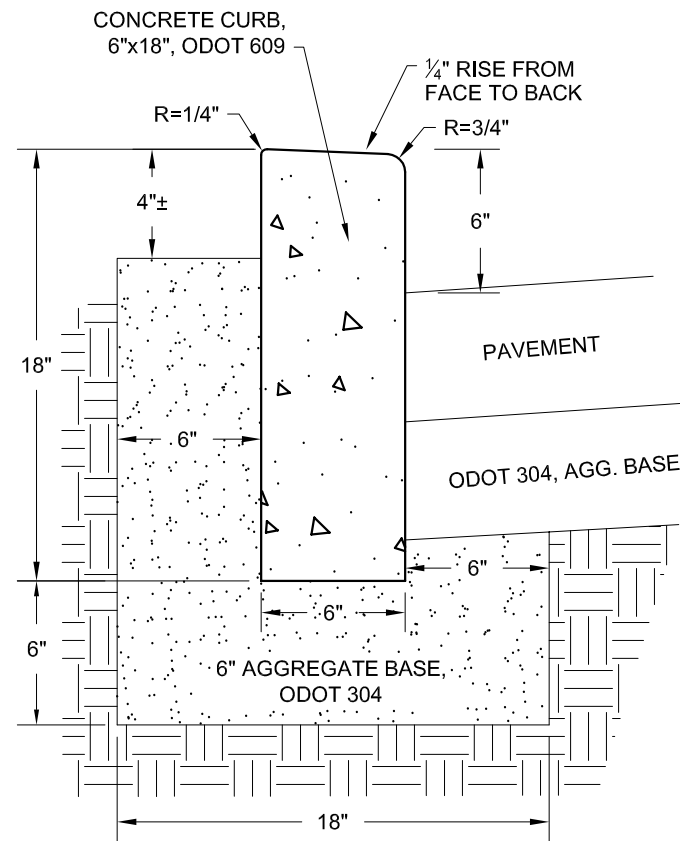
DESCRIPTION	DATE	BY
ODOT CONCRETE SPEC. UPDATE	11/20/2019	RMB

STANDARD DRAWING NO. 29

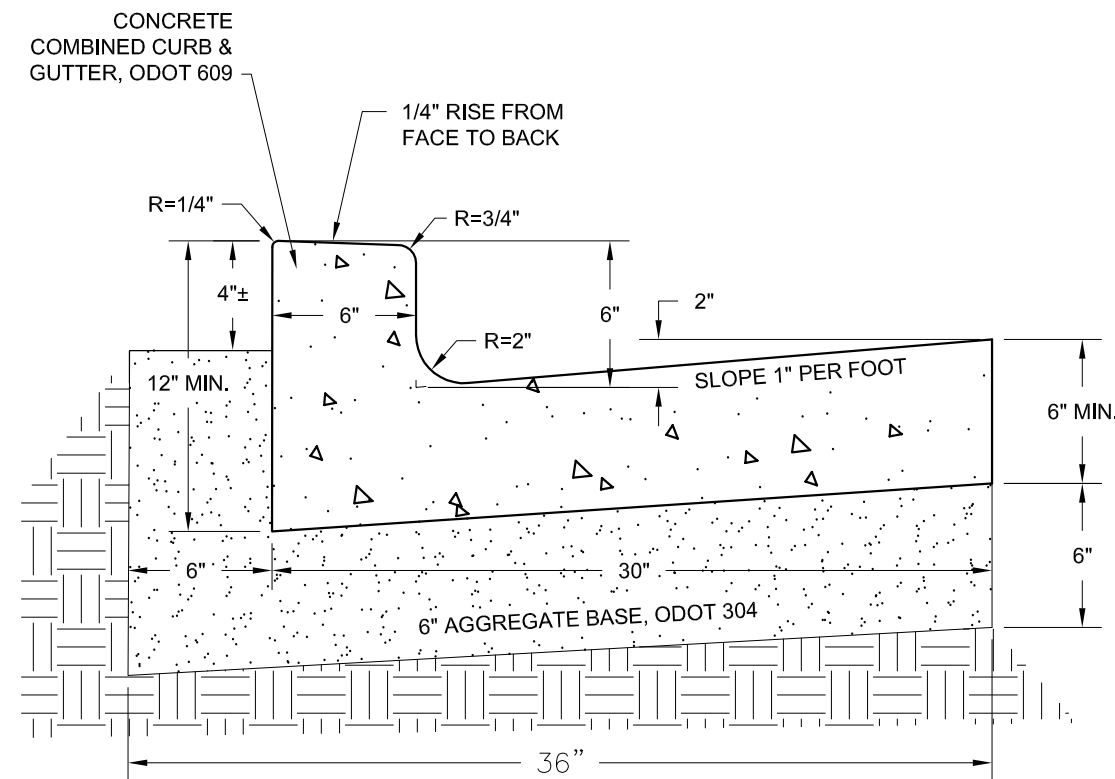
COMBINED CURB & WALK

SHEET 1 OF 1

CANTON TYPE 1
STANDARD CONCRETE CURB



CANTON TYPE 2
STANDARD CONCRETE COMBINED
CURB & GUTTER



NOTES:

1. CURB CONSTRUCTION MUST TO CONFORM TO ODOT 609 AND THE CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
2. CONCRETE MATERIAL FOR CURB AND WALK MUST BE ODOT 499 CLASS 'QC' CONCRETE WITH LIMESTONE AGGREGATE.
3. NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE, ODOT 304.
4. CURB CONTRACTION JOINT MUST BE SPACED 10 FEET TYPICALLY; WALK CONTRACTION JOINTS MUST BE SPACED 5 FEET TYPICALLY, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. CURB EXPANSION JOINTS MUST BE INSTALLED AT CURB INLET CATCH BASIN AND AT ANY OTHER RIGID STRUCTURES. CURB EXPANSION AND CONSTRUCTION JOINTS MUST BE DOWELED WITH TWO (2) #5 THRU #8 SMOOTH BARS, 18" LONG, EXTENDING 9" INTO EACH CURB.
5. CONCRETE WALK REPLACED OR INSTALLED ADJACENT TO EXISTING CONCRETE CURB MUST BE DOWELED TO THE EXISTING CURB, UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER (SEE CITY STD. DWG. 29).
6. ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.
7. ODOT CURB TYPE 6 AND TYPE 2 (ODOT STD CONST. DWG. BP-5.1) ARE ACCEPTABLE OPTIONS RESPECTIVELY TO CITY STANDARD CURB TYPE 1 AND 2 FOR NEW ROADWAY OR CITY PROJECTS, AS APPROVED BY THE CITY ENGINEER. WHEN A CANTON CURB TYPE ABUTS AN ODOT CURB TYPE, THE CONTACTOR MUST TRANSITION THE CURB FACE AND TOP TO MATCH THE EXISTING CURB FACE AND TOP WITHIN A 4' LENGTH, BUT NOT LESS THAN 1' LENGTH.



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APPROVED DATE: MAR 2012

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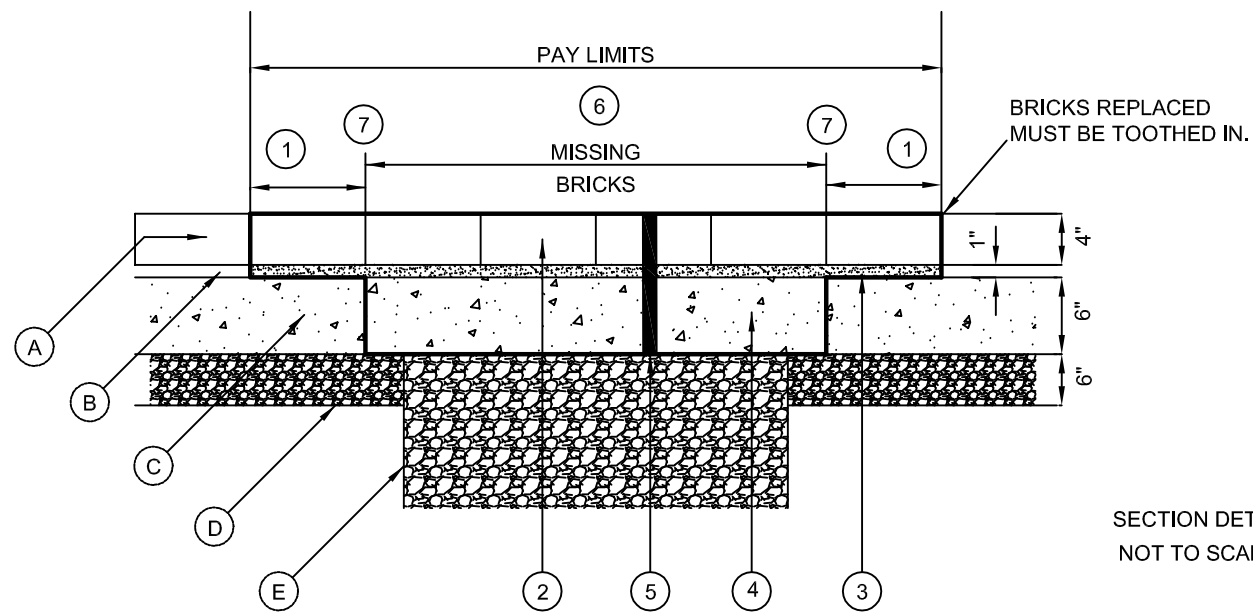
REVISIONS

DESCRIPTION	DATE	BY
ODOT CONCRETE SPEC. UPDATE	11/20/2019	RMB

STANDARD DRAWING NO. 30
CONCRETE CURB AND
COMBINED CURB & GUTTER

SHEET 1 OF 1

EXISTING BRICK SURFACE PAVEMENT REPAIR



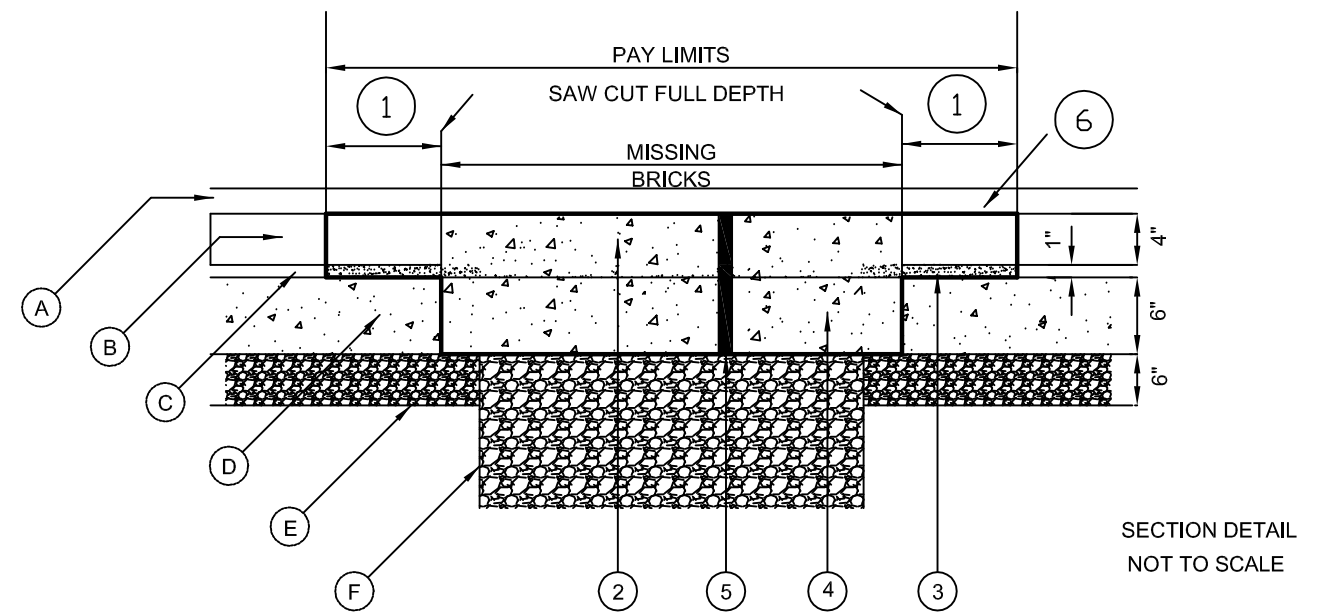
- | | |
|--|--|
| <p>(A) EXISTING BRICK PAVERS</p> <p>(B) EXISTING SAND BEDDING LAYER</p> <p>(C) EXISTING CONCRETE BASE - DEPTH AND TYPE VARIES</p> <p>(D) EXISTING AGGREGATE BASE</p> <p>(E) EX. SUB-BASE MATERIAL OR FOR NEW TRENCH USE COMPACTED BACKFILL PER CITY STD. DWG 19 - ODOT 703.11, TYPE 1 OR ODOT 613 LOW STRENGTH MORTAR.</p> | <p>(1) VARIES, 0" TO 12" MAX - EX. BRICK TO BE REMOVED AND RESET AS NEEDED, TO ACCESS EX. CONC. BASE. DO NOT SAW CUT BRICK.</p> <p>(2) REPLACE/RESET 4" X 8" BRICK PAVERS, SEE NOTE SHT. 2/2 FOR CITY PROVIDED BRICK.</p> <p>(3) SAND SETTING BED, 1" MAX. AND 1/2" MIN. CONCRETE SAND, ODOT 703.02, ASTM C-33.</p> <p>(4) 6" CONCRETE BASE, CLASS "QC", ODOT ITEM 305</p> <p>(5) BRICK PAVEMENT REPLACEMENT SECTION PAYMENT ONLY FOR REPAIR AREAS, PAYMENT INCLUDED IN COST OF PIPE FOR NEW TRENCH.</p> <p>(6) SAND FILLED JOINTS 3/16" MAX. AND 1/16" MIN., CONCRETE SAND, ODOT 703.02, ASTM C-33. BROOM SURFACE WITH ABOVE SAID SAND AND PLATE TAMP W/ MAT PROTECTION.</p> <p>(7) FOR BRICK PAVEMENT REPAIR SAW CUT A CLEAN EDGE FULL DEPTH TO REMOVE FAILED CONC. BASE AND/OR FAILED AGG. BASE AS DIRECTED .</p> |
|--|--|
- FOR NEW TRENCH PER STD. DWG 19, SAW CUT FULL DEPTH TO THE LIMITS SHOWN.

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

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

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

EXISTING ASPHALT OVER BRICK PAVEMENT SURFACE REPAIR



- | | |
|---|--|
| <p>(A) EXISTING ASPHALT SURFACE</p> <p>(B) EXISTING BRICK PAVERS</p> <p>(C) EXISTING SAND BEDDING LAYER</p> <p>(D) EXISTING CONCRETE BASE - DEPTH AND TYPE VARIES</p> <p>(E) EX. AGGREGATE BASE</p> <p>(F) EX. SUB-BASE MATERIAL OR FOR NEW TRENCH USE COMPACTED BACKFILL PER CITY STD. DWG 19 - ODOT 703.11, TYPE 1 OR ODOT 613 LOW STRENGTH MORTAR.</p> | <p>(1) VARIES, 0" TO 12" MAX - EX. BRICK TO BE REMOVED AND RESET AS NEEDED, TO TOOTH IN & ACCESS EX. CONC. BASE. SAW CUT BRICK IF NEEDED.</p> <p>(2) CONCRETE BASE, CLASS "QC", ODOT ITEM 305 TO TOP OF BRICK</p> <p>(3) REMOVE EXISTING SAND BED BETWEEN BRICK</p> <p>(4) EXCAVATE FOR MINIMUM 6" CONCRETE BASE</p> <p>(5) CONCRETE BASE, CLASS "QC", ODOT ITEM 305, REPLACEMENT SECTION</p> <p>(6) ASPHALT REPLACEMENT (IN KIND DEPTH) MAXIMUM 2" SURFACE COURSE, ODOT 448 TYPE I, OVER INTERMEDIATE COURSE, ODOT 448 TYPE I, AS NEEDED FOR IN KIND ASPHALT SECTION (ASPHALT SURFACE MUST BE "IN KIND" - OTHER THAN 448 MAY BE REQUIRED) ASPHALT TO EXTEND TO A NEAT SAW-CUT LINE. SEAL EDGES WITH ASTM D-3405 HOT OR ASTM C-90 COLD ASPHALT CEMENT.</p> |
|---|--|
- PAVEMENT REPLACEMENT SECTION PAYMENT IS FOR CITY PROJ. REPAIR AREAS, PAYMENT INCLUDED IN COST OF PIPE FOR NEW TRENCH.

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



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REVISIONS		
DESCRIPTION	DATE	BY
CONSISTENCY REVIEW	2/1/13	JTD
CONCRETE AND SAND SPEC UPDATE	11/20/19	RMB

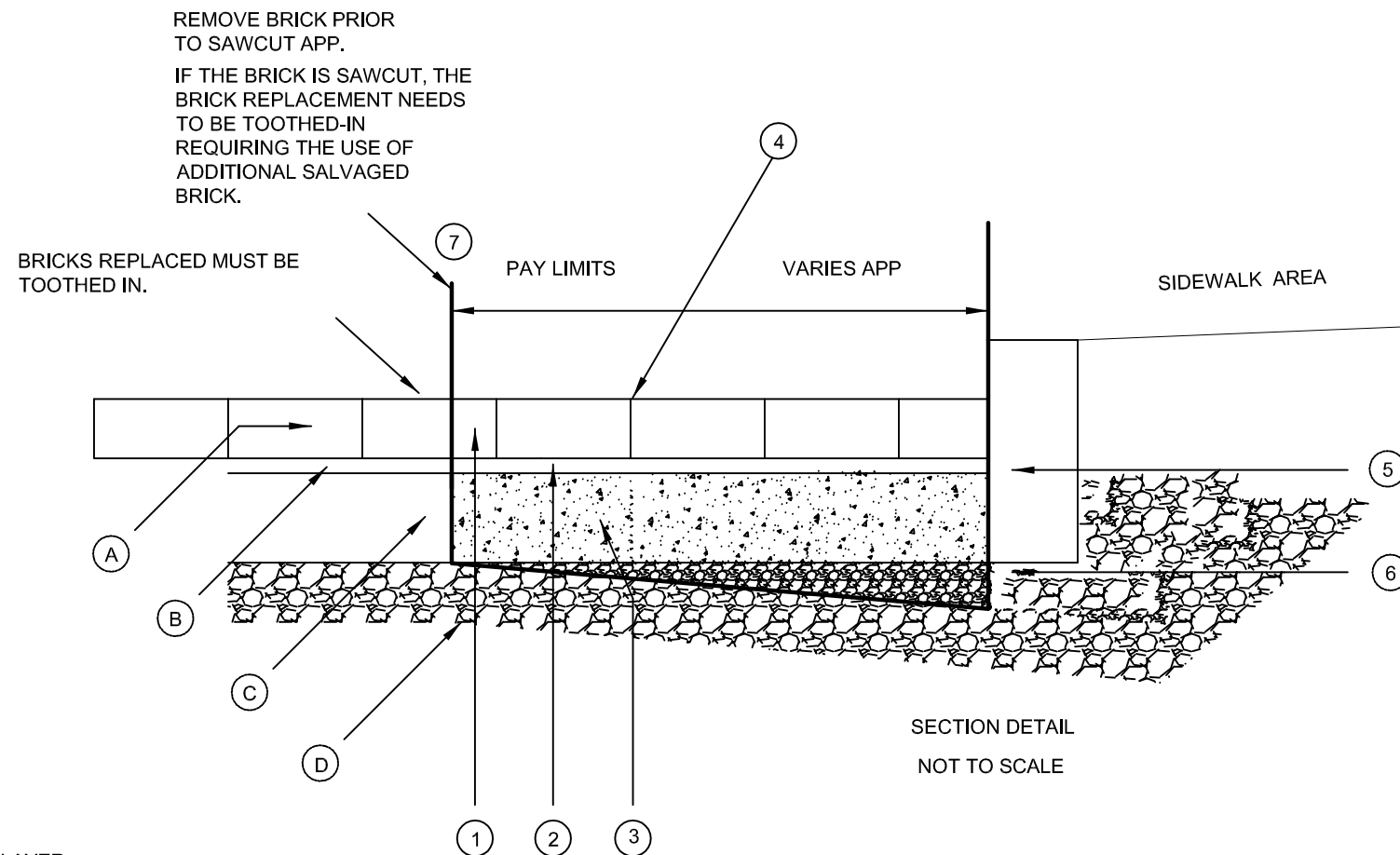
STANDARD DRAWING NO. 31

PAVEMENT REPAIR

SHEET 1 OF 2

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

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



- (A) EX. BRICK PAVERS
- (B) EX. SAND BEDDING LAYER
- (C) EX. CONCRETE BASE - DEPTH AND TYPE VARIES
- (D) EX. AGGREGATE OR RANDOM MATERIAL SUB-GRADE

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

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

- (1) RE-SET BRICK PAVERS, TOOTH IN BRICK TO MATCH EXISTING BRICK PAVEMENT. JOINTS 3/16" MAX. AND 1/16" MIN.
- (2) SAND SETTING BED, 1" MAX. AND 1/2" MIN. CONCRETE SAND, ODOT 703.02, ASTM C-33.
- (3) PROPOSED 6" CONCRETE BASE, ODOT 305 CLASS "QC"
- (4) SAND FILLED JOINTS 3/16" MAX. AND 1/16" MIN., CONCRETE SAND, ODOT 703.02, ASTM C-33. BROOM SURFACE WITH ABOVE SAID SAND AND PLATE TAMP W/ MAT PROTECTION.
- (5) NEW OR EXIST. CURB - IF NEW SEE STD. DW'G. 29 & 30
- (6) REPAIR/REPLACE FAILED BASE WITH 304 CRUSHED AGGREGATE, 411 LIMESTONE OR 613 LSM IF APPROVED BY THE ENGINEER. CONCRETE AND AGGREGATE BASE TO BE REPAIRED AS DIRECTED BY THE ENGINEER INCLUDING CONCRETE REPLACEMENT AS NEEDED.
- (7) FOR BRICK PAVEMENT REPAIR SAW CUT A CLEAN EDGE FULL DEPTH TO REMOVE FAILED CONC. BASE AND/OR FAILED AGG. BASE AS DIRECTED.

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

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



OFFICE OF THE CITY ENGINEER
CANTON, OHIO

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

APPROVED DATE: JAN 2012
 APPROVED BY: CDB, RMB, SLH
 DRAWING FILE NAME: ce_31.dwg

REVISIONS		
DESCRIPTION	DATE	BY
CONSISTENCY REVIEW	2/1/13	JTD
CONCRETE AND SAND SPEC UPDATE	11/20/19	RMB

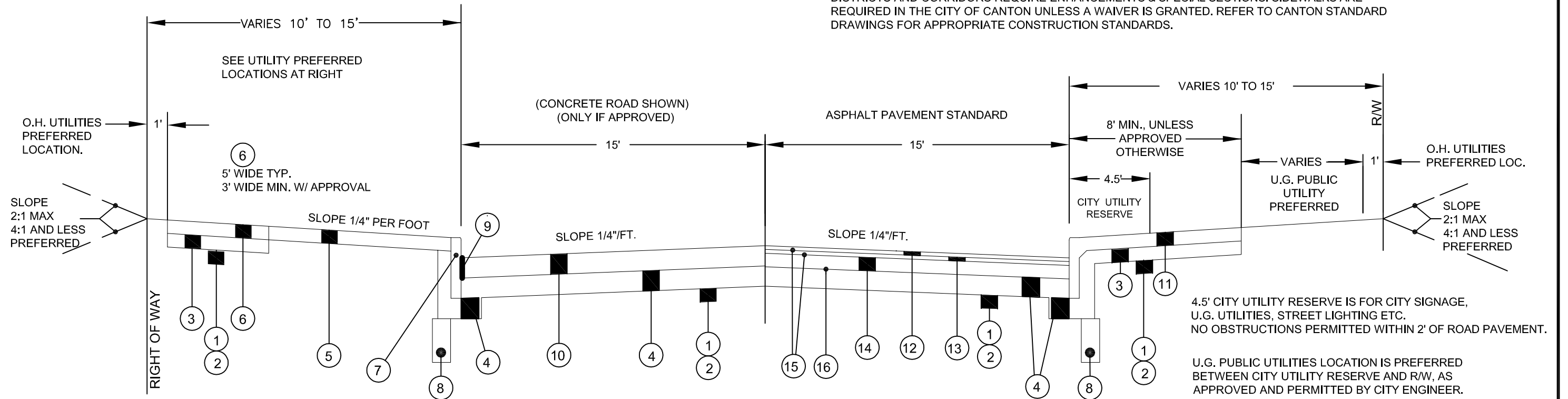
STANDARD DRAWING NO. 31
PAVEMENT REPAIR

GENERAL CRITERIA

ODOT REFERENCES ARE 2019 CMS -
CROSS REFERENCE TO CURRENT CMS
AT TIME OF CONSTRUCTION.

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

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



4.5' CITY UTILITY RESERVE IS FOR CITY SIGNAGE, U.G. UTILITIES, STREET LIGHTING ETC. NO OBSTRUCTIONS PERMITTED WITHIN 2' OF ROAD PAVEMENT.

U.G. PUBLIC UTILITIES LOCATION IS PREFERRED BETWEEN CITY UTILITY RESERVE AND R/W, AS APPROVED AND PERMITTED BY CITY ENGINEER.

- ① 203 - EXCAVATION & EMBANKMENT
- ② 204 - SUBGRADE COMPACTION
- ③ 304 - 4" AGGREGATE BASE
- ④ 304 - 6" AGGREGATE BASE
NO FOUNDRY SAND, ACBFS, GRANULATED SLAG OR OTHER SLAG PERMITTED IN ODOT 304 BASE
- ⑤ 659 - LAWNSTRIP; 4" TOPSOIL / SEED / MULCH
CLASS 1 LAWN MIX
SEE NOTE 5a.
- ⑥ 608 - CONCRETE WALK
4" THICK - RESIDENTIAL
5" THICK - COMMERCIAL
ODOT 499 CLASS "QC" CONCRETE; SEE CURRENT CITY SPECS FOR CURB / WALK CONSTRUCTION.
- ⑦ 609 - CONC. CURB - CITY STD. 30 OR ODOT TYPE 6.
ODOT 499 CLASS "QC" CONCRETE; SEE CURRENT CITY SPECS FOR CURB / WALK CONSTRUCTION.
- ⑧ 605 - 4" PIPE UNDERDRAIN - (M) TYP. - NO. 8 STONE BEDDING (NO ACBFS) - FILTER SLEEVE.
- ⑨ 705.03 - 1/2" PREFORMED JOINT W/ SEALER
- ⑩ 452 - 6" PLAIN PORTLAND CEMENT CONC. PAVEMENT, ODOT 499 CLASS "QC" CONCRETE
- ⑪ 608 - CONCRETE WALK - CITY STD. 29, TYPE III.
ODOT 499 CLASS "QC" CONCRETE; SEE CURRENT CITY SPECS FOR CURB / WALK CONSTRUCTION.
- ⑫ 441 - 1-1/2" ASPHALT CONC. SURFACE COURSE, TYPE I
- ⑬ 441 - 1-1/2" ASPHALT CONC. INTERMEDIATE COURSE, TYPE I
- ⑭ 301 - 4" ASPHALT CONC. BASE
- ⑮ 407 - TACK COAT (USE RUBBERIZED TACK FOR APSHALT OVERLAY ON PORTLAND CEMENT CONCRETE OR BRICK PAVEMENT)
- ⑯ 408 - PRIME COAT
- ⑤a LAWN STRIPS LESS THAN 3.5' WIDE ARE NOT PERMITTED UNLESS APPROVED BY THE ENGINEER. COMBINED CURB/WALK IS STANDARD IN THIS INSTANCE, USE CITY STD DWG NO. 29.

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



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APPROVED DATE: OCT 2014

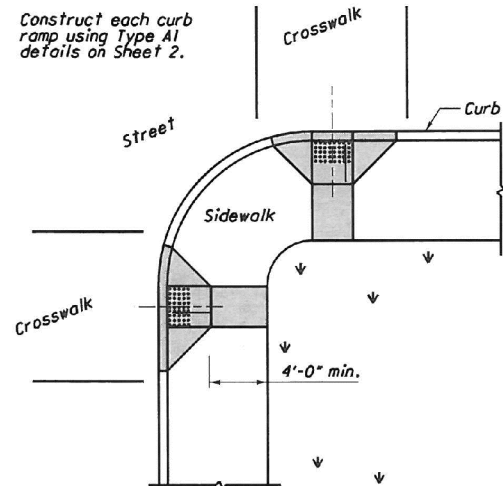
APPROVED BY: RMB

DRAWING FILE NAME: ce_32.dwg

REVISIONS		
DESCRIPTION	DATE	BY
ASPHALT SPEC. UPDATE	2/26/2019	RMB
CONCRETE SPEC. UPDATE	11/20/2019	RMB

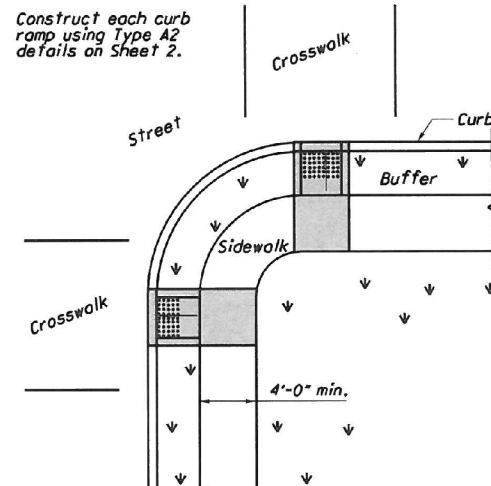
STANDARD DRAWING NO. 32
MINIMUM PAVEMENT STANDARDS
FOR LOCAL STREETS

SHEET 1 OF 1



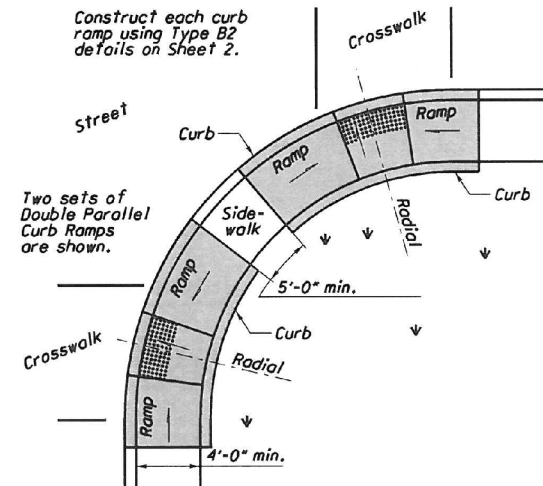
Use curb ramps with flared sides at locations with wide sidewalks.

PERPENDICULAR CURB RAMPS



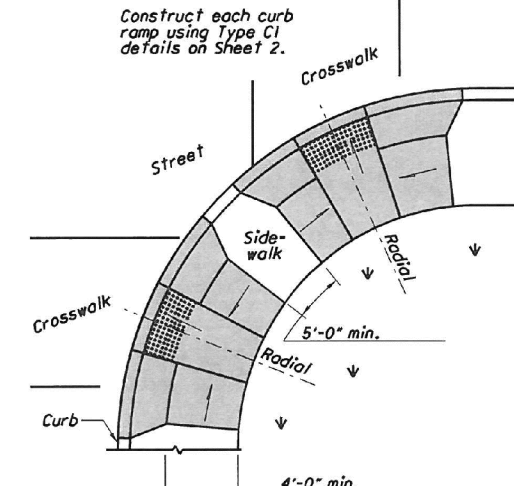
Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.

PREFERRED CONSTRUCTION PLACEMENT



Place on streets having wide turning radius and where sidewalks are narrow.

PARALLEL CURB RAMPS



Curb ramp placement where streets have wide turning radius, and sufficient sidewalks width.

COMBINATION CURB RAMPS

NOTES

GENERAL: This drawing shows curb ramp types details and placement examples for curb ramp construction, including the installation of detectable warnings.

Curb ramp types are shown on Sheet 2 and include Perpendicular, Parallel, and Combined types as specified to be constructed in the locations shown on the project plans.

Curb ramps added to an existing intersection or walk should be individually detailed on the project plans to assure that the design is appropriate for site constraints and all items can be constructed to ADA standards. The contractor may adjust the placement of curb ramps if existing field conditions warrant with the approval of the Engineer.

DETECTABLE WARNINGS: Install Detectable Warnings on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

DRAINAGE: Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding 1/8" between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

SURFACE TEXTURE: Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

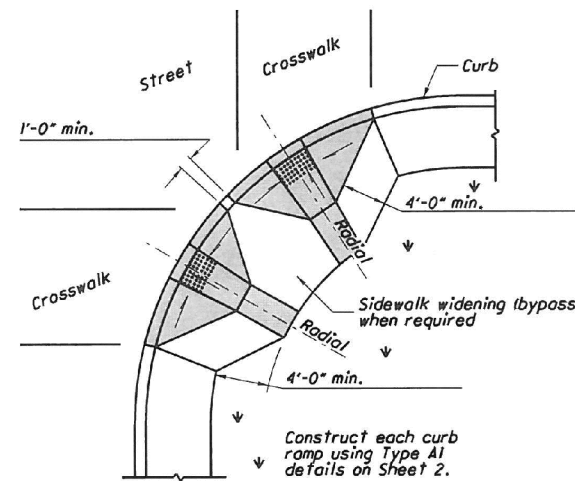
JOINTS: Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/2" Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges and slope changes, and do not necessarily indicate joint lines.

PAYMENT: Measure and pay for the ramp area within the shaded limits of this drawing as Item 608 Curb Ramp, Square Foot. This includes the cost of the ramp curbing, detectable warnings, landing areas and any additional materials, installation, grading, forming, and finishing required within the shaded area.

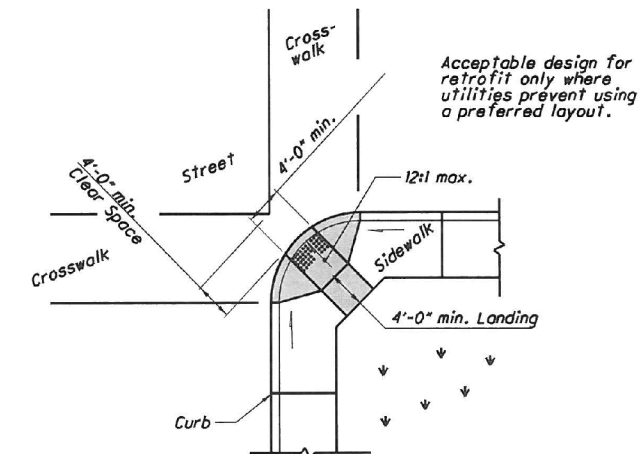
Work beyond the shaded ramp/landing area is paid for as curb (609) and walk (608). Removal of existing curb, walk (or existing curb ramps) are paid under Item 202.

For at-grade crossing locations where only detectable warnings are required in order to achieve ADA compliance, measure and pay for the strip of detectable warnings as Item 608 Detectable Warning, Square Foot. The work to cast the tiles in place will also require removal of existing pavement (Item 202) to the nearest joint, or if no joint exists, a minimum of 4 feet.

Acceptable design on corners with wide turning radius where user is able to maneuver within crosswalk limits so as not to encroach into adjacent traveled lanes.



PERPENDICULAR RAMPS



Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal Type D ramp may be constructed as either a Perpendicular, Parallel or Combination curb ramp type. Avoid using where curb radii are less than 20'-0".

DIAGONAL RAMP (Type D)

ACCEPTABLE CONSTRUCTION PLACEMENT

THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.

STANDARD ROADWAY CONSTRUCTION DRAWING
NEW CURB RAMPS
(with Detectable Warnings)

SD NUMBER
BP-7.1

1 / 3

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
10-15-10 DATE
M. Blime ADMINISTRATOR
David B. Breen

STATUS
ENGINEER

OFFICE OF
ROADWAY
ENGINEERING

THE CITY'S STANDARD WHEEL CHAIR RAMP IS THE ODOT BP-7.1 WITH THE MODIFICATIONS NOTED.
SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.



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2436 30th St. NE 44705 : 330-489-3381 : www.cantonohio.gov/engineering

APPROVED DATE: MAY 2012

APPROVED BY: RMB

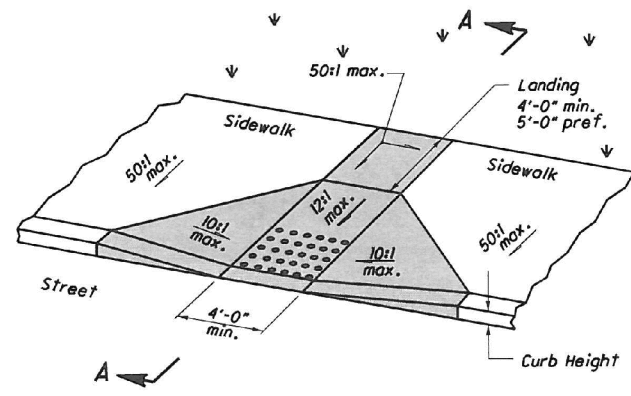
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REVISIONS

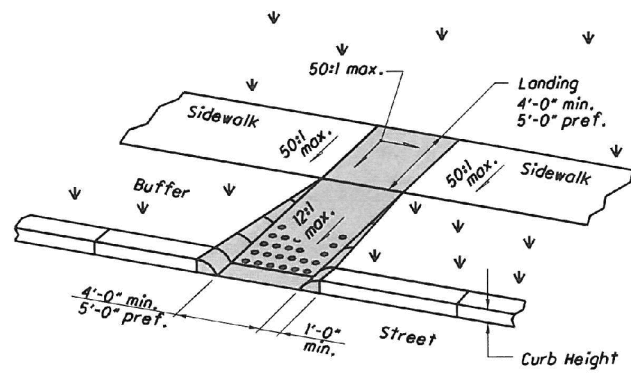
DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB
WET PANELS PRIMARY DOME MAT	JAN 2015	RMB

STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP

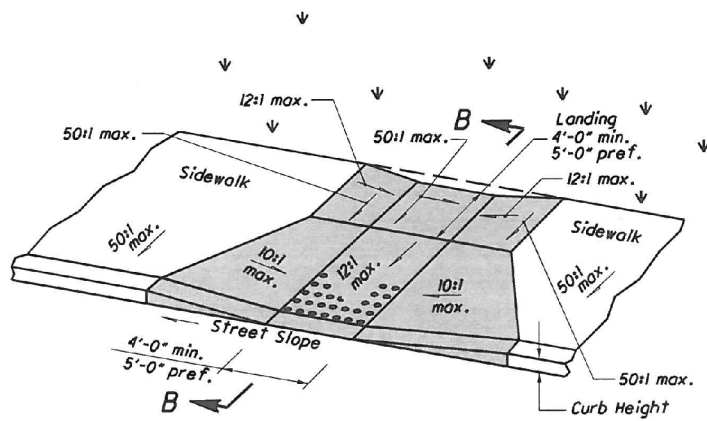


Type A1 (Perpendicular with flared sides)

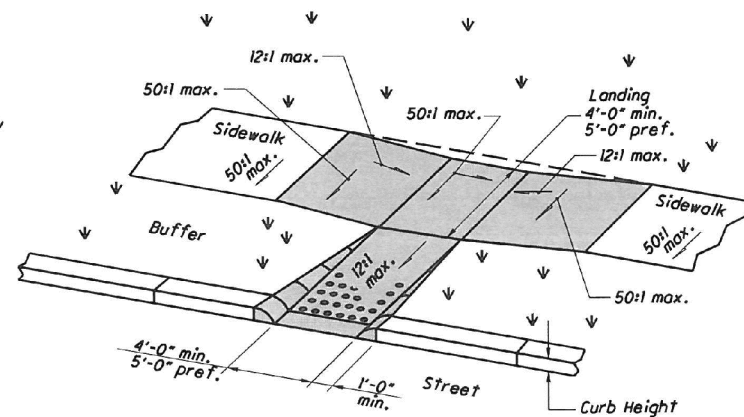


Type A2 (Perpendicular with returned curb)

PERPENDICULAR CURB RAMP DETAILS

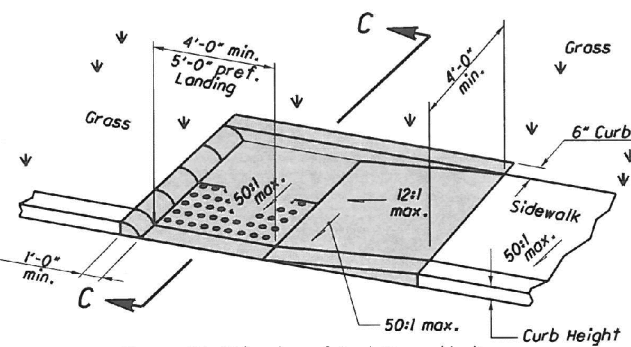


Type C1 (Combined with flared sides)

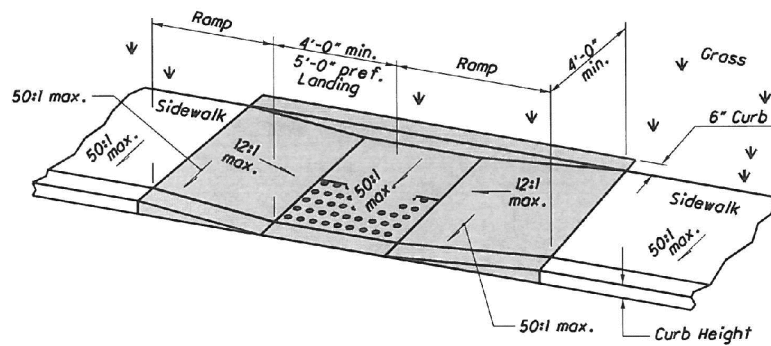


Type C2 (Combined with returned curb)

COMBINED CURB RAMP DETAILS

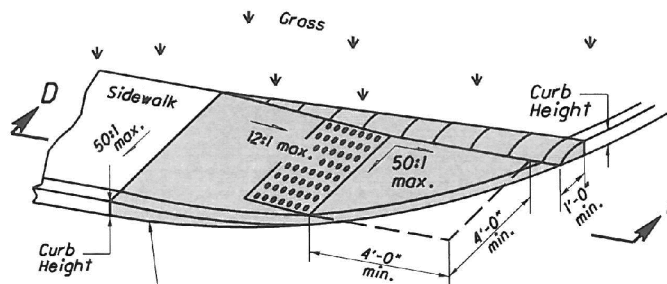


Type B1 (Single sided Parallel)



Type B2 (Double sided Parallel)

PARALLEL CURB RAMP DETAILS



Type B3 (Single sided Parallel)

NOTES

The running slope of the ramp is preferred to be 12:1 or flatter. In existing sidewalks, where the maximum ramp slope is not feasible due to site constraints (e.g. utility poles or vaults, right-of-way limits) it may be reduced as follows:

- A) 10:1 for a max. rise of 6".
- B) 8:1 for a max. rise of 3".
- C) 6:1 over a max. run of 2'-0" for historic areas where a flatter slope is not feasible.

To prevent chasing the grade indefinitely, the transition from existing sidewalk to the shaded curb ramp area is not required to exceed 15 feet in length.

While ramps may be skewed to the crosswalk, the entire lower landing area must fall within the cross walk that the ramp serves and cannot be located in the traveled lane of opposing traffic.

The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transitions shall be 20:1 or flatter.

The bottom edge of the ramp shall change planes perpendicular to the landing.

The edge of the curb shall be flush with the edge of the adjacent pavement and gutter and surface slopes that meet grade breaks shall also be flush.

Ramp landings shall be 4' min. x 4' min. with a 50:1 or flatter cross slope and running slope.

See Sheet 3 for Sections.

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
 10-15-10 DATE
 ADMINISTRATOR
 M. Blaine
 ENGINEER
 OFFICE OF ROADWAY ENGINEERING
 STANDARD ROADWAY CONSTRUCTION DRAWING
 NEW CURB RAMPS (with Detectable Warnings)
 BP-7.1
 THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.
 2 / 3

THE CITY'S STANDARD WHEEL CHAIR RAMP IS THE ODOT BP-7.1 WITH THE MODIFICATIONS NOTED.
 SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.



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APPROVED DATE: MAY 2012

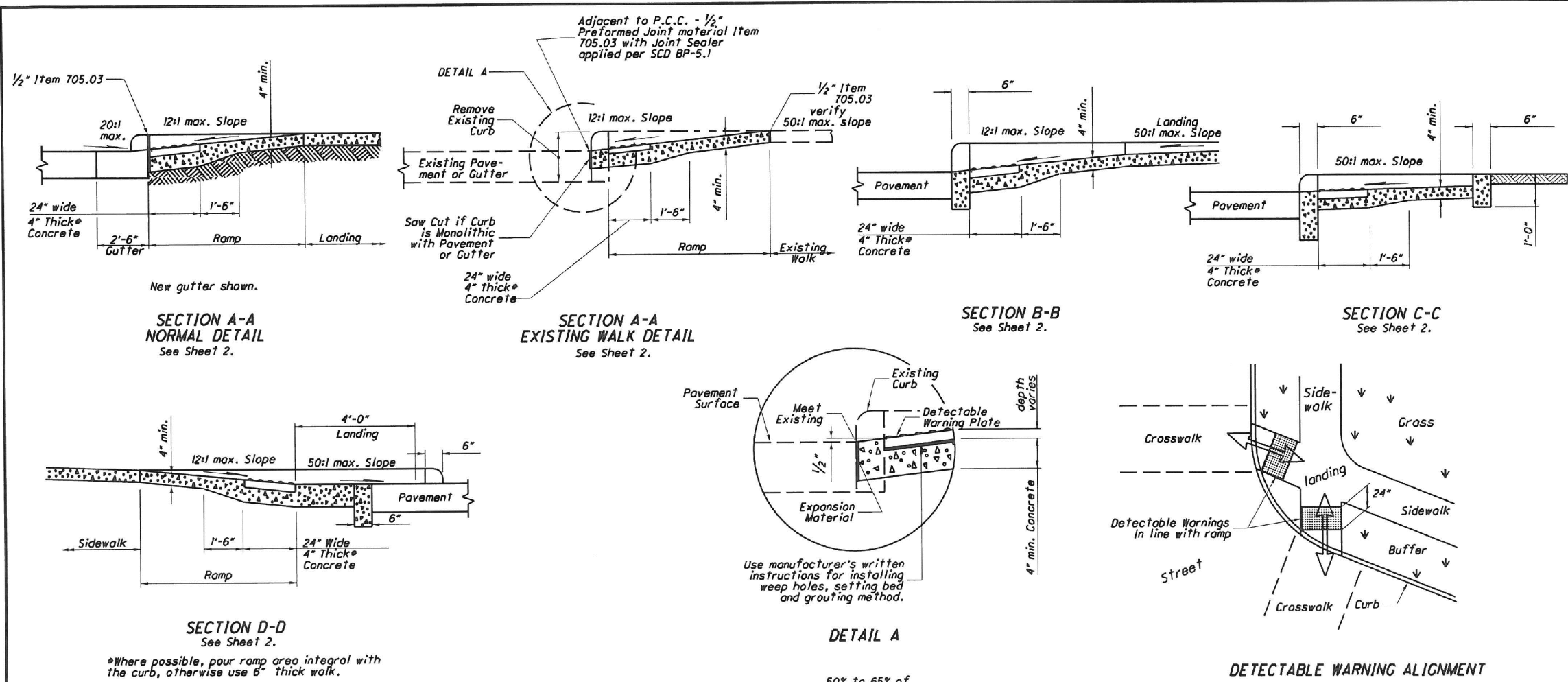
APPROVED BY: RMB

DRAWING FILE NAME: ce_33.dwg

REVISIONS		
DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB

STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP



DETECTABLE WARNINGS NOTES

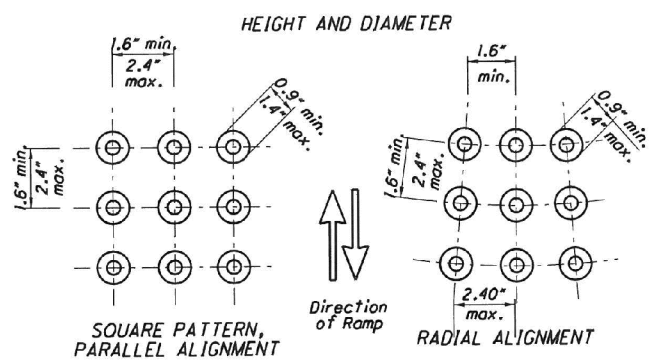
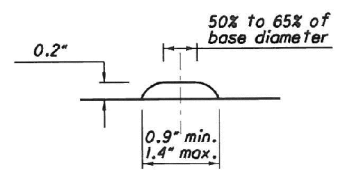
GENERAL: Detectable Warnings are a distinctive surface pattern of truncated domes which are detectable by cane or underfoot to alert people with vision impairments of their approach to streets and hazardous drop-offs.

PLACEMENT: Detectable warnings are to be installed at any location where pedestrians might cross paths with vehicular traffic lanes, such as the base of curb ramps or at blended curbs. A 24" strip of domes is to be installed for the full width of the ramp or walk. Typical street corner placement locations are shown on Sheet 1.

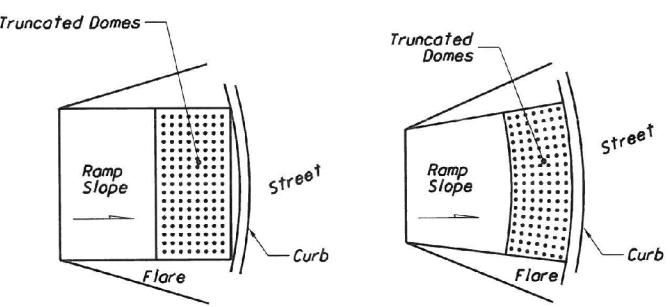
The depth of concrete underneath detectable warning products shall be a minimum of 4". See DETAIL A.

ALIGNMENT: Truncated domes should be aligned with the primary direction of the ramp as shown on the DETECTABLE WARNING ALIGNMENT Detail. Normally the detectable warnings should be flush with the back of the curb, but in skewed conditions at least one corner of the 24" strip should be adjacent to the back of curb. For non-standard layouts, detectable warning materials may have to be mitered and placed segmentally.

PRODUCTS & COLORS: Color of the detectable warnings should contrast with surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Service's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.



TRUNCATED DOMES DETAILS



DOMES ALIGNMENT ON RADIUSED CURB

SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.

THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.
 STANDARD ROADWAY CONSTRUCTION DRAWING
 OFFICE OF ROADWAY ENGINEERING
 STATE OF OHIO DEPARTMENT OF TRANSPORTATION
 DATE: 10-15-10
 ADMINISTRATOR: *Dirk B. Swann*
 ENGINEER: M. Blime

THE CITY'S STANDARD WHEEL CHAIR RAMP IS THE ODOT BP-7.1 WITH THE MODIFICATIONS NOTED.
 SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.



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APPROVED DATE: MAY 2012
 APPROVED BY: RMB
 DRAWING FILE NAME: ce_33.dwg

REVISIONS		
DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB

STANDARD DRAWING NO. 33
WHEEL CHAIR RAMP
 SHEET 3 OF 4

DETECTABLE WARNING DOMES

PANELS, WET SET

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

Acceptable manufacturers and products are:

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

OR APPROVED EQUAL

BRICK PAVERS

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

Brick Pavers will meet ASTM C 902 Class SX, Type 1, or C 936, or C 1272 Type R.

Acceptable manufacturers and products are:

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

OR APPROVED EQUAL.

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

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

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

ADHESIVE MATS

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

Acceptable manufacturers and products are:

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



OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
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APPROVED DATE: MAY 2012

APPROVED BY: RMB

DRAWING FILE NAME: **ce_33.dwg**

REVISIONS

DESCRIPTION	DATE	BY
REVISIONS	6/29/12	RMB
WET PANELS PRIMARY DOME MAT	JAN 2015	RMB

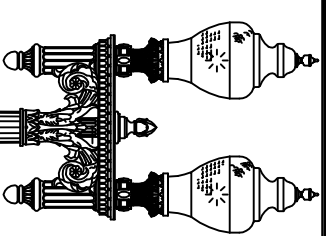
STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP

SHEET 4 OF 4

NOTE 1: WHEN ASPHALT OVERLAYS BRICK, REPLACE CONCRETE BASE COURSE TO THE TOP OF THE EX. BRICK. FINISH FACE OF CURB TO THE TOP OF BRICK ELEVATION. PLACE EXPANSION JOINT BETWEEN CONC. ROAD BASE AND CURB. CITY REPLACES ASPHALT SURFACE ON PERMITTED PRIVATE PROJECTS ONLY.

NOTE 2: FOR SLIP FORM CONSTRUCTION USING CITY STD. 30 OR ODOT TYPE 6 CURB, USE 9 IN. #3 DOWELS 3 IN INTO CURB AND EXTENDING 6 IN. INTO CONC. WALK, SPACED 2 FT ON CENTER IN LIEU OF MESH. SEE CITY STANDARD DRAWING 29, TYPE A, FOR DETAIL.



INSTALL POLE WITH FLAGPOLE HOLDER FACING AND PERPENDICULAR TO THE ROADWAY AND THE LUMINAIRES IN-LINE WITH AND PARALLEL TO THE ROADWAY. POLE AND LUMINAIRES ARE SHOWN IN THIS DRAWING 90° FROM TYPICAL POSITION.

4X8 BRICK PAVER, 2 1/4" THICK - PAWNEE PAVER BY BELDEN BRICK - TERRA COTTA RANGE EXCLUDED. USE PERPENDICULAR HERRINGBONE PATTERN.

SWEEP JOINTS WITH DRY MIXTURE OF POLYMERIC SAND Techni-Seal OR APPROVED EQUAL. USE PLATE TAMPER WITH RUBBER MAT OR OTHER PROTECTION FOR BRICK. REMOVE EXCESS AND MOISTEN TO SET JOINT SEALANT SAND.

1" MAX COMPACTED CONCRETE SAND ODOT 703.02 (ASTM C 33) SETTING BED.

USE INTERIOR FORMING PINS FOR WEEP HOLES ON DOWNSLOPE SIDES AND INTERIOR CORNERS. MAX 4 FT. CENTERS. - COVER W/ FILTER FABRIC.

CONCRETE WALKS AND PAVER BASE IS TO BE CLASS "C" ODOT 608. NO EXPANSION JOINTS ARE TO BE PLACED AGAINST BRICK PAVER SECTIONS. MAX 1/4" SPACE BETWEEN BRICK AND CONCRETE.

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

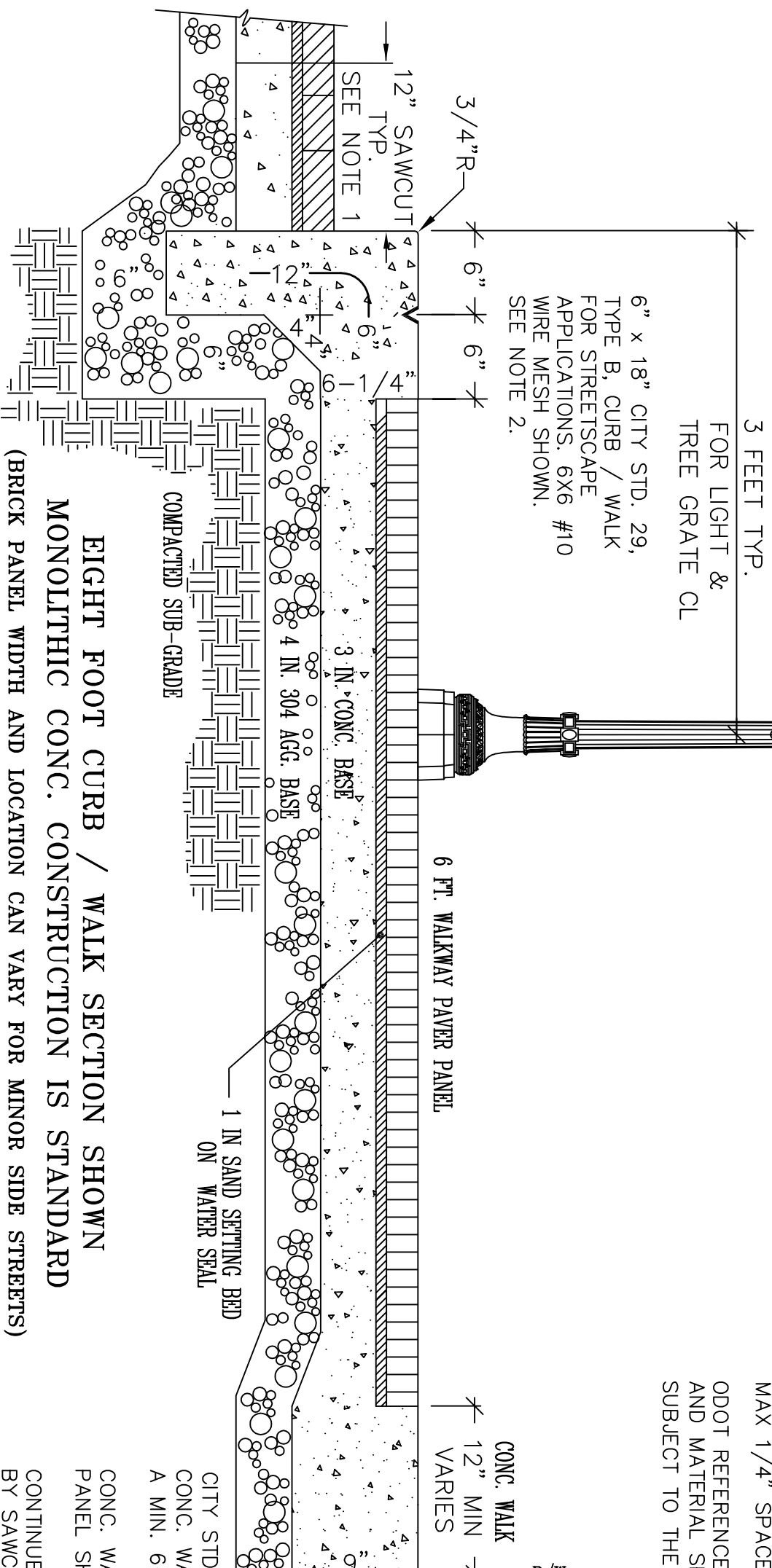
CONCRETE WALK EXPANSION JOINT - 1/2" CLOSED CELL EXPANSION JOINT FILLER TO BE SEALTIGHT CERAMAR WITH 1/2" PEEL STRIP OR EQUAL. PLACE EXP. JOINTS AGAINST BUILDINGS, STRUCTURAL FOUNDATIONS, AND 60FT O.C. IN WALK, TYP. SEAL EXPANSION JOINTS WITH POLYURETHANE ELASTOMERIC SEALANT TREMCO THC 900/901 OR EQUAL.

TYPICAL TOOLED AND CUT CONTROL JOINT, 1/4 DEPTH OF SLAB

CITY STD. CONC. WALK (COMMERCIAL) IS 5 IN. THICK. CONC. WALK WITHIN 6 IN. OF BRICK PANEL SHALL BE A MIN. 6-1/4" THICK.

CONC. WALK WITHIN 12 IN. OF R/W AND NEXT TO BRICK PANEL SHALL BE A MIN. 9 IN. THICK.

CONTINUE TRANSVERSE WALK CONTROL JOINTS BY SAWCUTTING ACROSS BRICK CONC. BASE.



EIGHT FOOT CURB / WALK SECTION SHOWN
MONOLITHIC CONC. CONSTRUCTION IS STANDARD
(BRICK PANEL WIDTH AND LOCATION CAN VARY FOR MINOR SIDE STREETS)



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REVISIONS

DESCRIPTION	DATE	BY
REVISED JOINT NOTES AND BRICK BOX.	2/26/2019	RMB

STANDARD DRAWING NO. 40

TYPICAL STREETSCAPE CORRIDOR

SHEET 1 OF 1

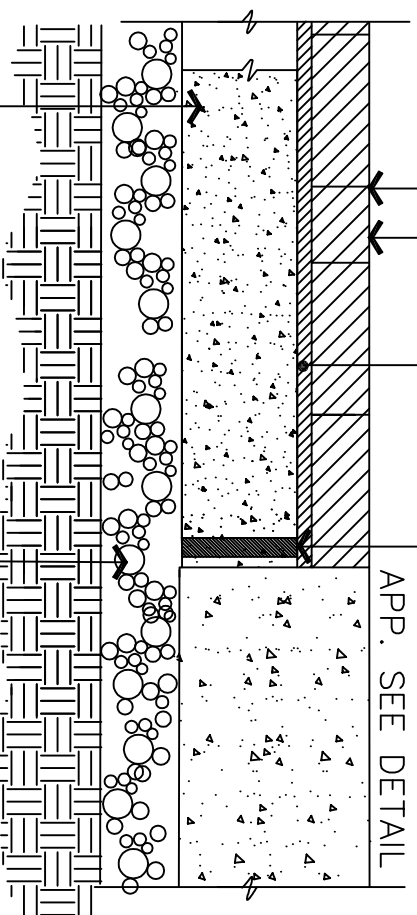
SWEEP JOINTS W/ POLYMERIC SAND – TECHNI SEAL OR EQUAL

BRICK PAVER / PERPENDICULAR HERRINGBONE

1" MAX COMPACTED SAND MORTAR ODOT 703.02 (ASTM C-33)
SETTING BED

FRAMING PIN WEEP HOLES
NOT TO EXCEED 4' O.C.

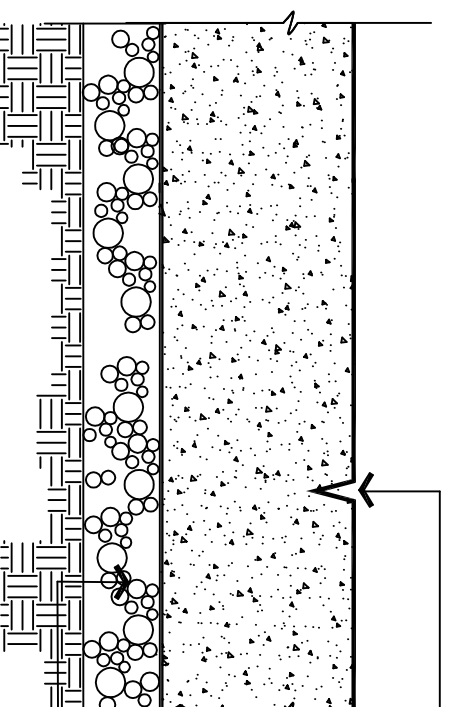
CONCRETE CROSSWALK
APP. SEE DETAIL



6" CONCRETE BASE 6" AGG. BASE, ODOT ITEM #304

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

CROSSWALK DETAIL



TYPICAL TOOLED AND CUT CONTROL JOINT 1/4 DEPTH OF SLAB – SPACING OF JOINTS TO BE 4' O.C.
ALIGN CONCRETE CROSSWALK AND CONCRETE WALK JOINTS.

EXPANSION JOINTS – 1/2" CLOSED CELL EXPANSION JOINT FILLER TO BE SEALTIGHT CERAMAR OR EQUAL – 60FT O.C. TYPICAL. SEAL EXPANSION JOINTS WITH POLYURETHANE ELASTOMERIC SEALANT TYP. TREMCO THC 900/901 OR EQUAL.

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

COMPACTED AGGREGATE BASE
ODOT ITEM 304, 6" TYP.

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

BRICK ALTERNATE – WHITACRE GREER 4 X 8-1/2 X 3-1/2 WEATHER CLASS SX, TRAFFIC F, APPLICATION PX – COLOR 33 DARK ANTIQUE – 10,000 PSI ASTM C1272
BRICK TO HAVE BEVELED EDGE AND LUGS.

USE PERPENDICULAR HERRINGBONE PATTERN IN INTERSECTION.

SWEEP JOINTS WITH DRY MIXTURE OF POLYMERIC SAND Techni-Seal OR APPROVED EQUAL. USE PLATE TAMPER WITH RUBBER MAT OR OTHER PROTECTION FOR BRICK. REMOVE EXCESS AND MOISTEN TO SET JOINT SEALANT SAND.

1" MAX COMPACTED CONCRETE SAND ODOT 703.02 (ASTM C 33) SETTING BED W/ MORTAR.

USE INTERIOR FORMING PINS FOR WEEP HOLES ON DOWNSLOPE SIDES AND INTERIOR CORNERS.
MAX 4 FT. CENTERS. – COVER W/ FILTER FABRIC.

CONCRETE CROSSWALK AND PAVER BASE IS TO BE CLASS "C" ODOT 499.03 – HIGH EARLY. NO EXPANSION JOINTS ARE TO BE PLACED AGAINST BRICK PAVER SECTIONS.

MAX 1/4" SPACE BETWEEN BRICK AND CONCRETE.
PROVIDE 1/4" RADIUS ON ALL SLAB EDGES.

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

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

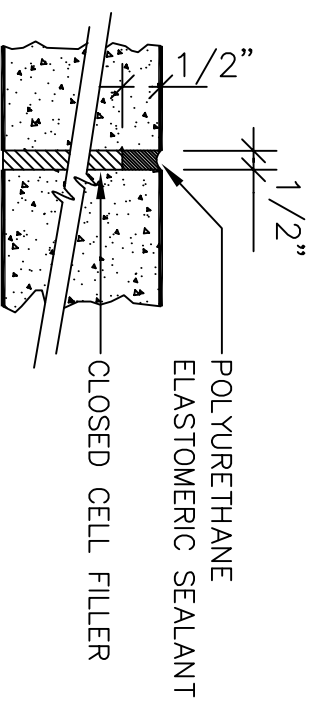


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DESCRIPTION	DATE	BY
REVISED JOINT NOTES	2/26/2019	RMB

STANDARD DRAWING NO. 41
ROADWAY BRICK &
CROSSWALK PAVEMENT
DETAILS
SHEET 1 OF 1



EXPANSION JOINT DETAIL
NOT TO SCALE

NOTES:

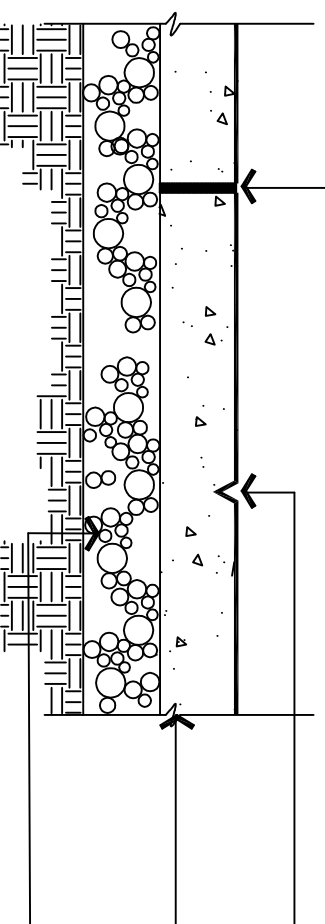
- EXPANSION JOINTS TO BE 60' MAX. O.C. CONTROL JOINTS TO BE @ 4' O.C. OR AS SHOWN ON PLAN OR DIRECTED BY ENGINEER.
- PROVIDE LIGHT BROOM FINISH ON ALL CONCRETE SURFACES AFTER JOINT & EDGE TOOLING. PROVIDE 1/4" RADIUS ON ALL SLAB EDGES.
- SAWCUT CONTROL JOINTS MAY BE PERMITTED IN STREETSCAPE AREAS IF APPROVED BY THE PROJECT ARCHITECT/ENGINEER AND THE CITY ENGINEER PRIOR TO BID AND CONSTRUCTION.
- CONCRETE WALK TO BE CLASS "C" ODOT 499 NO. 57 OR 67 LIMESTONE (SEE BELOW) NO EXPANSION JOINTS ARE TO BE PLACED AGAINST BRICK PAVEMENT SECTIONS

EXPANSION JOINT - 1/2" CLOSED CELL EXPANSION JOINT FILLER TO BE SEALTIGHT CERAMAR WITH 1/2" PEEL STRIP OR EQUAL. PLACE EXP. JOINTS AGAINST BUILDINGS, STRUCTURAL FOUNDATIONS, AND 60FT O.C. IN WALK, TYP. SEAL EXPANSION JOINTS WITH POLYURETHANE ELASTOMERIC SEALANT TREMCO TH 900/901 OR EQUAL.

TYPICAL TOOLED AND CUT CONTROL JOINT, 1/4 DEPTH OF SLAB

5" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT, ODOT ITEM 608 AND 499, AS PER PLAN.

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



NOTE: NO FOUNDRY SAND OR SLAG IS PERMITTED IN AGGREGATE BASE (304). AGGREGATE IN SURFACE CONCRETE SHALL BE AASHTO M NO. 57 OR 67 LIMESTONE ONLY. ALL CONCRETE FOR CURB AND WALKS SHALL BE ODOT 499, CLASS C. CLASS C OPTION 1 MAY BE USED BETWEEN MAY 1 AND OCTOBER 15. AGGREGATE IN SURFACE CONCRETE SHALL BE NO. 57 OR 67 LIMESTONE ONLY.

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

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



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REVISED JOINT NOTES	2/26/2019	RMB

STANDARD DRAWING NO. 42
STREETSCAPE CONCRETE
WALK PAVEMENT DETAILS

CONCRETE WALKWAY
PAVEMENT (SEE CITY STD. DWG. 29)

CONCRETE CONTRACTOR TO INSTALL 4' x 6' TREE GRATE AND FRAME, NEENAH R 8811 OR EJIW 8691, WITH CITY LOGO (SEE DETAIL ON SHEET 2). CITY PROVIDES GRATE AND FRAME ON PERMITTED PRIVATE PROJECTS ONLY.

1 INCH AASHTO M NO. 8 OR 9 WASHED GRAVEL ON WEED CONTROL FABRIC

TREE CONTRACTOR IS TO INSURE THAT TREE BALL IS PROPERLY SITUATED IN BOX SEE NOTE BELOW

CONCRETE COLLAR SUPPORTING FRAME/GRATE BY CONC. CONTRACTOR SEE FRAME SPECS.

BRICK WALKWAY PAVEMENT (SEE CITY STD. DW'G 40)
NO EXPANSION AGAINST BRICK

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

4" COMPACTED THICKNESS AGGREGATE ODOT #304(M)

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

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

NOTES:

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

- CONCRETE CONTRACTOR IS TO PROVIDE A UNIT LUMP SUM PRICE FOR THE FORMING AND PLACING OF THE CONCRETE COLLAR COMPLETE WITH THE SETTING OF THE FRAME AND GRATE, INCLUDING REMOVAL OF ALL CONSTRUCTION DEBRIS FROM TREE VAULT.

- TREE CONTRACTOR TO PROVIDE AND PLANT TREES, INCLUDING EXCAVATION FOR TREE ROOT BALLS AND ALL MATERIALS SPECIFIED IN PROPOSAL.

304 (M) - NO FOUNDRY SAND, ACBFS, GS OR OTHER SLAG PERMITTED



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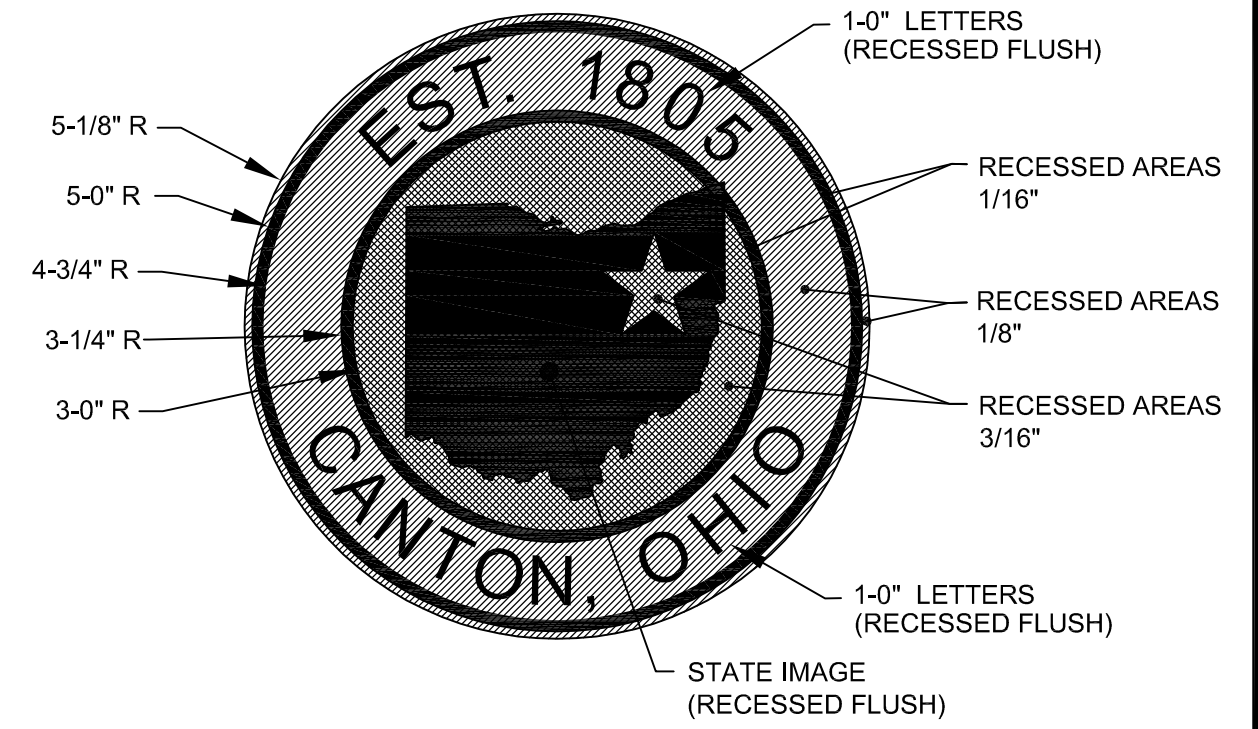
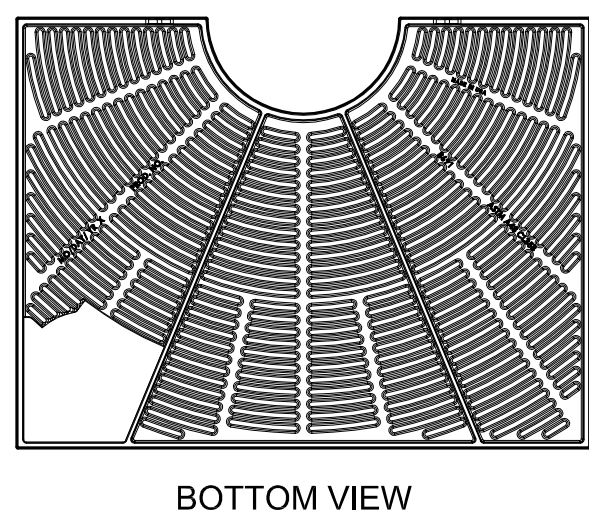
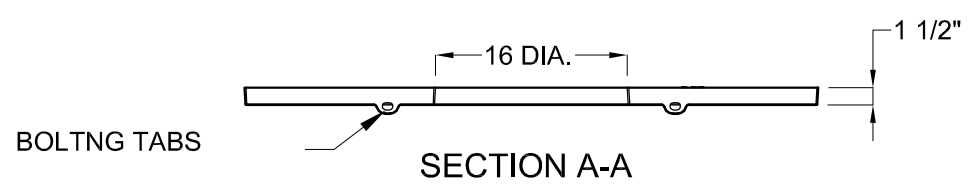
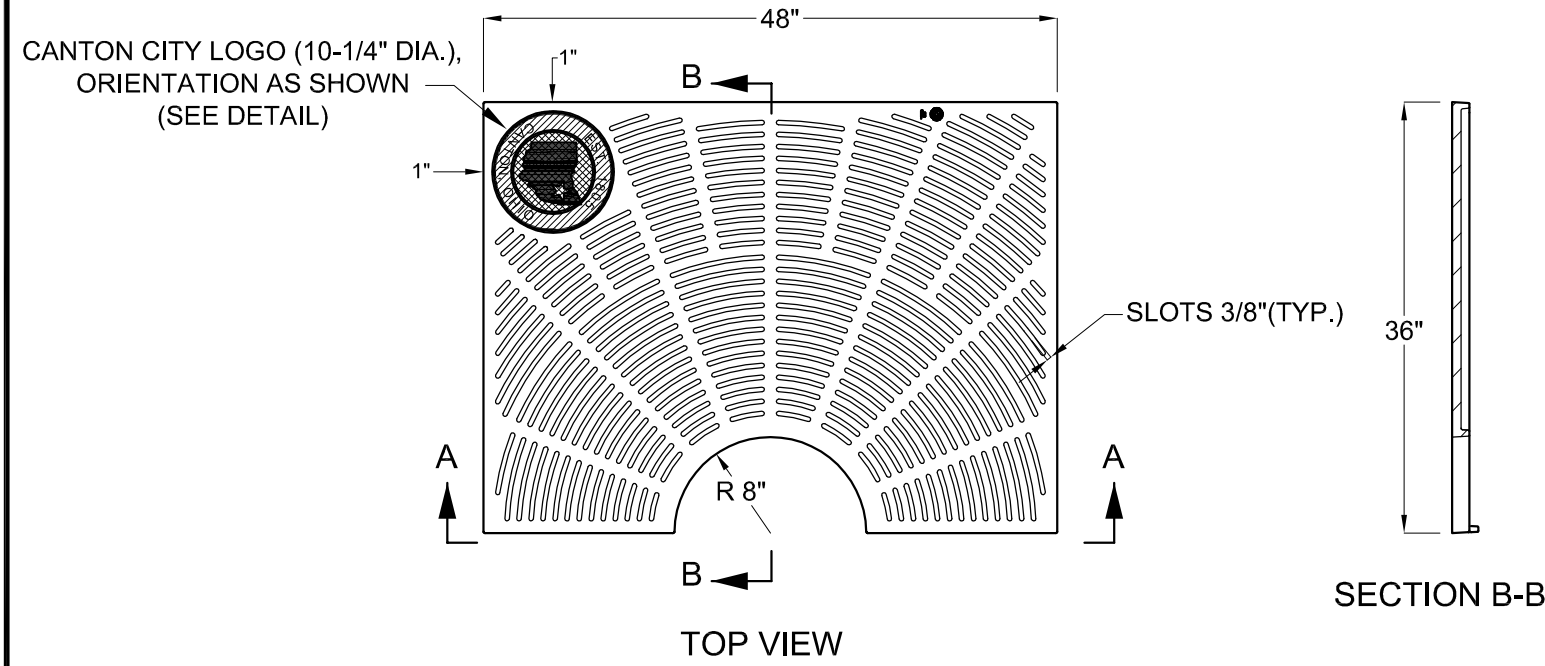
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REVISIONS

DESCRIPTION	DATE	BY
REVISED TREE GRATE, ADD CITY LOGO	APRIL 2014	RMB
PLANTING NOTES, EDITED	DEC 2017	KEG

STANDARD DRAWING NO. 43

TREE FRAME & GRATE
CONSTRUCTION DETAILS



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



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REVISIONS		
DESCRIPTION	DATE	BY
REVISED TREE GRATE, ADD CITY LOGO	MAY 2014	RMB

STANDARD DRAWING NO. 43
TREE FRAME & GRATE
CONSTRUCTION DETAILS
SHEET 2 OF 2

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

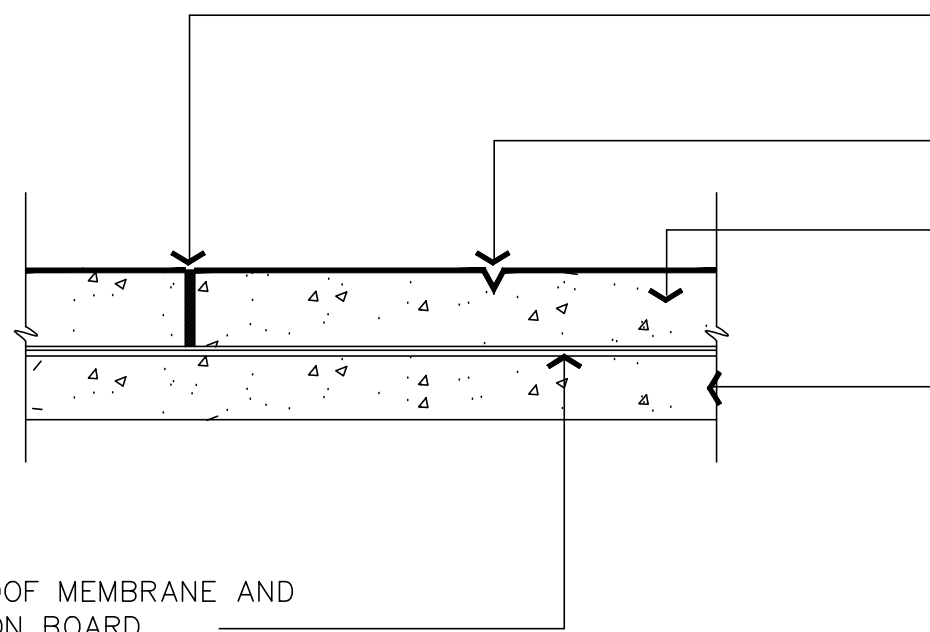
FOR PERMITTED PRIVATE PROJECTS: IF THE UNDERGROUND BASEMENTS, VAULTS OR OPENINGS ARE DISCOVERED DURING THE DEMOLITION PROCESS, ALL WORK IS TO BE SUSPENDED UNTIL THE OWNER PROVIDES FOR CORRECTIVE ACTIONS. THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED FOR REMEDIAL ACTIONS FOR PRIVATE PROJECTS.

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

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

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

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



EXPANSION JOINT AT 60 FT. MAX O.C.
1/2" CLOSED CELL EXPANSION JOINT IN WALK AND AGAINST BLD'G, SEALTIGHT CERAMAR FOAM W/ 1/2" PEEL STRIP CUT OR EQUAL. POLYURETHANE ELASTOMERIC SEALANT TO BE TREMCO THC 900/901

TYP. CONTROL JOINT 4 FT. O.C. OR AS DIRECTED, 1/5 DEPTH OF SLAB W/ POLYURETHANE ELASTOMERIC SEALANT, TYP.

VARIABLE DEPTH PORTLAND CEMENT CONCRETE ODOT 499, CLASS C, SIDEWALK, ODOT 608 - AGGREGATE TO BE # 57, 67 LIMESTONE AGGREGATE AND AS RE-INFORCED IN SPECIFICATIONS PROVIDED BY OWNER'S ENGINEER LIGHT BROOM FINISH ON SURFACE. PROVIDE 1/4" RADIUS ON SLAB EDGES.

ROOF OF VAULT / BASEMENT CONCRETE SLAB.
IT IS THE OWNER'S ARCHITECT / ENGINEER'S RESPONSIBILITY TO INDICATE ON THE SURFACE THE EXTENT OF THE VAULT / BASEMENT ROOF STRUCTURE AND DEPTH. THE OWNER'S ARCHITECT / ENGINEER WILL INSPECT THE ROOF AND STRUCTURE FOR STABILITY AND MAKE ALL NECESSARY REPAIRS PRIOR TO WALK CONSTRUCTION OR REPLACEMENT.

WATERPROOF MEMBRANE AND PROTECTION BOARD.

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

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

FOR PRIVATE PROJECTS, THE CITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE STRUCTURE OR CONSTRUCTION / RE-CONSTRUCTION COSTS. THE CITY WILL NOT REMOVE CONCRETE OVER VAULT / BASEMENT STRUCTURES.

FOR PRIVATE PROJECTS, IT IS THE OWNER'S RESPONSIBILITY TO PROTECT THE VAULT / BASEMENT STRUCTURE FROM DUST / DIRT OR RAINWATER DURING CONSTRUCTION.

CONCRETE WALK PAVEMENT OVER VAULT / BASEMENT TO REMAIN

FOR VAULT / BASEMENT TO BE ABANDONED SEE CITY STANDARD DRAWING 46



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STANDARD DRAWING NO. 44
CONCRETE WALK OVER VAULT
CONSTRUCTION DETAILS
SHEET 1 OF 1

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

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

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

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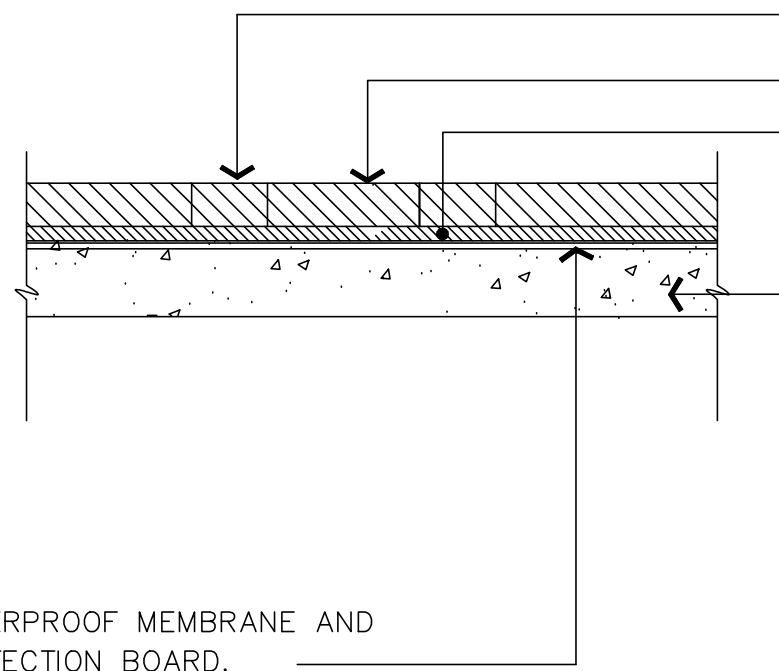
4X8 BRICK PAVER, 2 1/4" THICK – PAWNEE PAVER BY BELDEN BRICK – TERRA COTTA RANGE EXCLUDED. USE PERPENDICULAR HERRINGBONE PATTERN.

SWEEP JOINTS WITH DRY MIXTURE OF POLYMERIC SAND Techni-Seal OR APPROVED EQUAL. USE PLATE TAMPER WITH RUBBER MAT OR OTHER PROTECTION FOR BRICK. REMOVE EXCESS AND MOISTEN TO SET JOINT SEALANT SAND.

SEAL CONC. BRICK BASE TO 1" UP SIDES USING NON FIBROUS NEOPRENE CONCRETE SEALANT (BASEMENT SEALER) – APPLY WITH SQUEEGEE – SEAL ALL JOINTS AND CRACKS.–

NO EXPANSION JOINT IS TO BE USED BETWEEN BRICK AND ADJOINING WALK.

IF 4" MIN DEPTH OF BRICK BOX CANNOT BE MET – USE STD. DRAWING 44 CONCRETE WALK OVER VAULT DETAILS.



BRICK BOX WITH 4X8 BRICK PAVERS, 2 1/4" THICK

SWEEP JOINTS WITH POLYMERIC SAND MIXTURE – SEE NOTE

MIN. 1" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT ITEM 608 AND ODOT 499 CLASS "C" – AGGREGATE TBD
MIN. DEPTH NEEDED FROM F/G TO TOP OF VAULT IS 4".

USE CONCRETE SAND (ASTM C-33) AS NEEDED FOR LEVELING UP TO 1/2"

ROOF OF VAULT / BASEMENT CONCRETE SLAB.
IT IS THE OWNER'S ARCHITECT / ENGINEER'S RESPONSIBILITY TO INDICATE ON THE SURFACE THE EXTENT OF THE VAULT / BASEMENT ROOF STRUCTURE AND DEPTH. THE OWNER'S ARCHITECT / ENGINEER WILL INSPECT THE ROOF AND STRUCTURE FOR STABILITY AND MAKE ALL NECESSARY REPAIRS PRIOR TO WALK CONSTRUCTION OR REPLACEMENT.

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

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

BRICK WALKWAY PAVERS OVER VAULT TO REMAIN

FOR VAULT / BASEMENT TO BE ABANDONED SEE CITY STANDARD DRAWING 46



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DESCRIPTION	DATE	BY

STANDARD DRAWING NO. 45

**BRICK WALK OVER VAULT
CONSTRUCTION DETAILS**

SHEET 1 OF 1

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

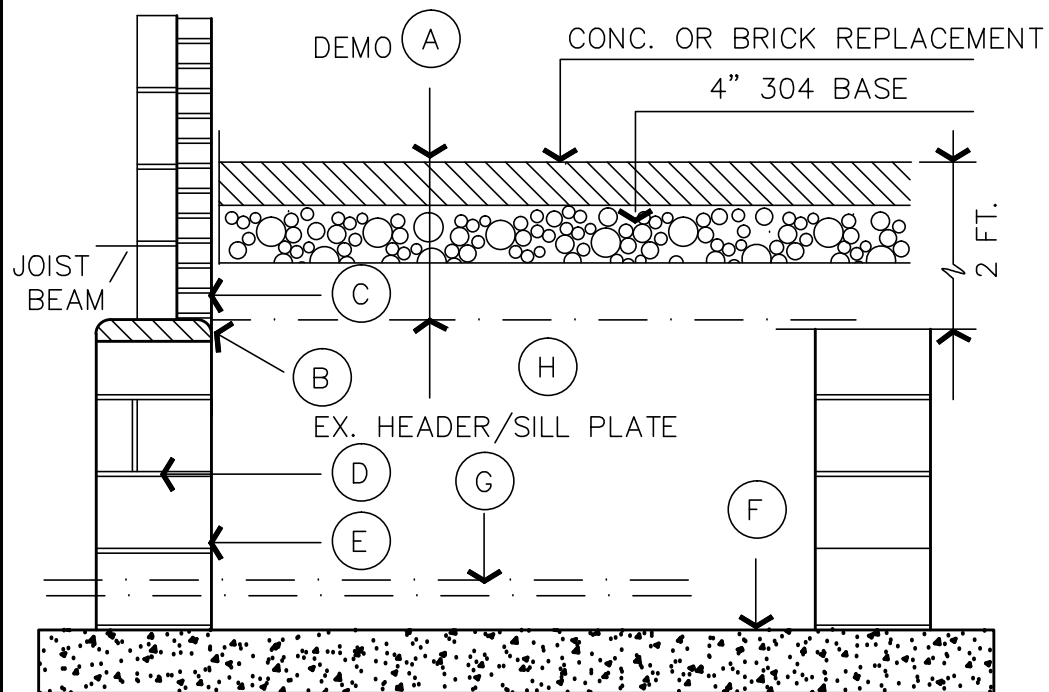
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THE GENERAL OR CONCRETE CONTRACTOR SHALL VERIFY THROUGH THE OWNER THE EXISTANCE OF UNDERGROUND VAULTS, BASEMENTS OR OTHER OPENINGS UNDER THE PROPOSED WALK REPLACEMENT AREA AND IF THE UNDERGROUND AREA IS TO REMAIN.

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

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

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



UPON DISCOVERY OF BASEMENTS, VAULTS, PARTIALLY ABANDONED STRUCTURES OR OTHER VOIDS, THE GENERAL OR CONTRACTOR SHALL VERIFY THROUGH THE OWNER, IF UTILITY SERVICES ENTER THE BUILDING IN THE VICINITY AND VISUALLY INSPECT THE ADJOINING WALL TO SEE IF PREVIOUS ABANDONEMENT WORK HAD BEEN PERFORMED (SUCH AS WINDOW WELL CLOSURE, STAIRWELL OR ELEVATOR SHAFT CLOSURE). IF THE WALL IS SECURE, PROCEED WITH ABANDONEMENT UNDER CMS ODOT 202 [202.02 & 202.06]. MODIFICATIONS TO ODOT 202 ARE AS FOLLOWS:

THE CONTRACTOR SHALL PROBE VOIDS OR PARTIALLY ABANDONED STRUCTURES TO DETERMINE THEIR EXTENTS AND IF UNSUITABLE MATERIAL UNDERLIES THE SURFACE. REMOVE ALL UNSUITABLE MATERIAL AS DIRECTED BY THE ENGINEER. FILL VOIDS WITH ODOT 703.11 TYPE I OR III STRUCTURAL BACKFILL. NO FOUNDRY SAND OR SLAG PERMITTED. COMPACT IN 8" LIFTS BY MECHANICAL MEANS. BUCKET COMPACTION MUST BE SUPPLEMENTED W/ VIBRATION OR OTHER TAMPING EQUIPMENT AS DIRECTED.

- (A) DEMOLITION – REMOVE CONCRETE WALK, VAULT/BASEMENT ROOF, SUPPORT BEAMS AND REINFORCING TO FACE OF BUILDING. FROM BASEMENT/VAULT REMOVE ALL WOOD, ABANDONED ELECTRICAL CONDUIT AND FIXTURES, ABANDONED UTILITY LINES AND DEMOLITION DEBRIS LARGER THAN 8". DEMO SIDE WALLS TO A LEVEL 2 FEET BELOW FINISH GRADE. RUBBILIZED CONC. MAY BE USED FOR FILL IN BOTTOM 1/4 OF VOID. PROTECT ALL UTILITY LINES AND MAINS THAT ARE TO REMAIN IN SERVICE.
- (B) INSPECT EXISTING OPENING HEADER AND / OR SILL PLATE FOR SUFFICIENCY. REPAIR/REINFORCE OR REPLACE AS NECESSARY TO SUPPORT THE STRUCTURE ABOVE.
- (C) THE CONTRACTOR SHALL FILL WITH MASONRY AND/OR GROUT ALL ANULAR SPACES AND OPENINGS BETWEEN THE HEADER/SILL PLATE AND BASEMENT CEILING TO PREVENT SOIL AND CONCRETE MIGRATION.
- (D) FILL OPENING WITH 8" OR 12" CMU (VERIFY WALL THICKNESS) W/TRUSS TYPE HORIZONTAL REINFORCING 16" OR 24" O.C. VERTICALLY. GROUT WALL SOLID. CONNECT WALL TO FLOOR W/ 2 VERTICAL – 22" # 5 BAR AT 16" O.C. GROUT SOLID. BOLSTER WIDE WIDTH OPENINGS AS NEEDED FOR LATERAL SUPPORT.
- (E) FILL ALL CRACKS OR OPENINGS WITH MASONRY AND/OR SOLID GROUT WITH PARTICULAR ATTENTION TO OPENINGS AROUND SERVICE CONDUITS. WATERPROOF ENTIRE WALL AREA WITH NEOPRENE BITUMINOUS BASEMENT WATERSEALING OR EQUAL. DOUBLE WATERPROOF BASE OF WALL UP 36" AND ON FLOOR OUT 12".
- (F) PLUG ALL FLOOR DRAINS AND RUBBILIZE AND/OR PERFORATE FLOOR FOR DRAINAGE AS DIRECTED.
- (G) PRIOR TO COVERING WITH BACKFILL, SUPPORT ALL UTILITY MAINS AND SERVICE CONDUITS. ENCASE SERVICE MAINS AND CONDUITS WITH #57 OR 67 CRUSHED STONE, 1 FOOT UNDER AND OVER..
- (H) BACKFILL BASEMENT/VAULT AREA WITH STRUCTURAL BACKFILL, ODOT 703.11, TYPE 1 OR 3, IN LAYERS NOT TO EXCEED 8" LOOSE DEPTH AND COMPACTED BY APPROVED MECHANICAL MEANS. BUCKET COMPACTION MUST BE SUPPLEMENTED BY VIBRATION OR TAMPING EQUIPMENT AS DIRECTED. NO FOUNDRY SAND OR SLAG BACKFILL IS PERMITTED. RPCC IS PERMITTED IF SOURCE AND GRADATION DOCUMENTATION IS PROVIDED FROM A SOURCE AS APPROVED BY THE ENGINEER. IN LIEU OF GRANULAR BACKFILL, LOW STRENGTH MORTAR BACKFILL, ODOT 613, (A.K.A. CONTROL DENSITY FILL) MAY BE USED.



OFFICE OF THE CITY ENGINEER
CANTON, OHIO

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

APPROVED DATE: FEB. 2012

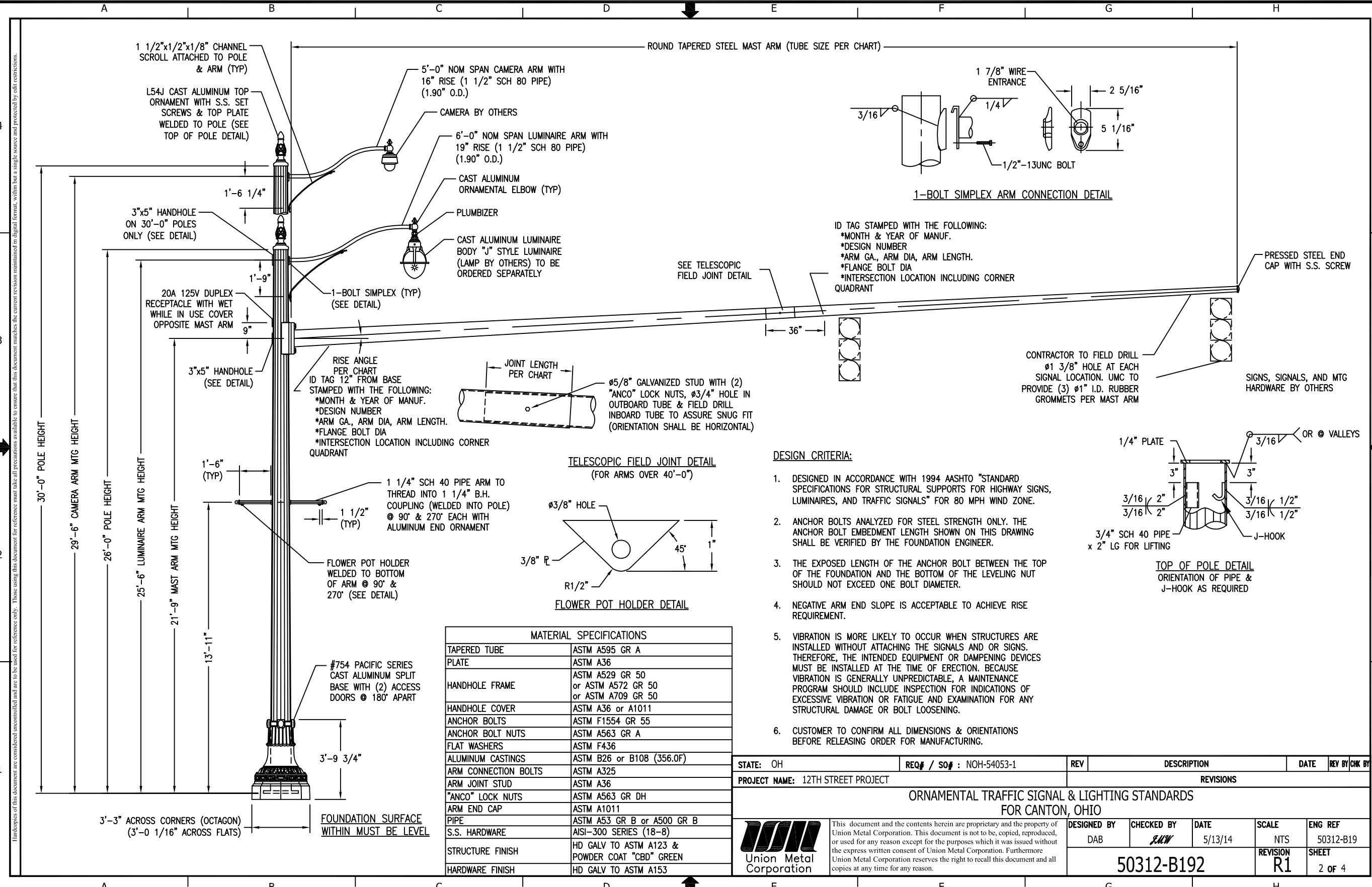
APPROVED BY: JTD

DRAWING FILE NAME:
ce_40-47_STREETSCAPE.dwg

REVISIONS

DESCRIPTION	DATE	BY

STANDARD DRAWING NO. 46
BASEMENT/VAULT
ABANDONMENT
CONSTRUCTION DETAILS
SHEET 1 OF 1



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MATERIAL SPECIFICATIONS	
TAPERED TUBE	ASTM A595 GR A
PLATE	ASTM A36
HANDHOLE FRAME	ASTM A529 GR 50 or ASTM A572 GR 50 or ASTM A709 GR 50
HANDHOLE COVER	ASTM A36 or A1011
ANCHOR BOLTS	ASTM F1554 GR 55
ANCHOR BOLT NUTS	ASTM A563 GR A
FLAT WASHERS	ASTM F436
ALUMINUM CASTINGS	ASTM B26 or B108 (356.0F)
ARM CONNECTION BOLTS	ASTM A325
ARM JOINT STUD	ASTM A36
"ANCO" LOCK NUTS	ASTM A563 GR DH
ARM END CAP	ASTM A1011
PIPE	ASTM A53 GR B or A500 GR B
S.S. HARDWARE	AISI-300 SERIES (18-8)
STRUCTURE FINISH	HD GALV TO ASTM A123 & POWDER COAT "CBD" GREEN
HARDWARE FINISH	HD GALV TO ASTM A153

- DESIGN CRITERIA:**
- DESIGNED IN ACCORDANCE WITH 1994 AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS" FOR 80 MPH WIND ZONE.
 - ANCHOR BOLTS ANALYZED FOR STEEL STRENGTH ONLY. THE ANCHOR BOLT EMBEDMENT LENGTH SHOWN ON THIS DRAWING SHALL BE VERIFIED BY THE FOUNDATION ENGINEER.
 - THE EXPOSED LENGTH OF THE ANCHOR BOLT BETWEEN THE TOP OF THE FOUNDATION AND THE BOTTOM OF THE LEVELING NUT SHOULD NOT EXCEED ONE BOLT DIAMETER.
 - NEGATIVE ARM END SLOPE IS ACCEPTABLE TO ACHIEVE RISE REQUIREMENT.
 - VIBRATION IS MORE LIKELY TO OCCUR WHEN STRUCTURES ARE INSTALLED WITHOUT ATTACHING THE SIGNALS AND OR SIGNS. THEREFORE, THE INTENDED EQUIPMENT OR DAMPENING DEVICES MUST BE INSTALLED AT THE TIME OF ERECTION. BECAUSE VIBRATION IS GENERALLY UNPREDICTABLE, A MAINTENANCE PROGRAM SHOULD INCLUDE INSPECTION FOR INDICATIONS OF EXCESSIVE VIBRATION OR FATIGUE AND EXAMINATION FOR ANY STRUCTURAL DAMAGE OR BOLT LOOSENING.
 - CUSTOMER TO CONFIRM ALL DIMENSIONS & ORIENTATIONS BEFORE RELEASING ORDER FOR MANUFACTURING.

STATE: OH	REQ# / SO# : NOH-54053-1	REV	DESCRIPTION	DATE	REV BY/CHK BY
PROJECT NAME: 12TH STREET PROJECT			REVISIONS		
ORNAMENTAL TRAFFIC SIGNAL & LIGHTING STANDARDS FOR CANTON, OHIO					
DESIGNED BY	CHECKED BY	DATE	SCALE	ENG REF	
DAB	SMW	5/13/14	NTS	50312-B19	
50312-B192			REVISION	SHEET	
			R1	2 OF 4	



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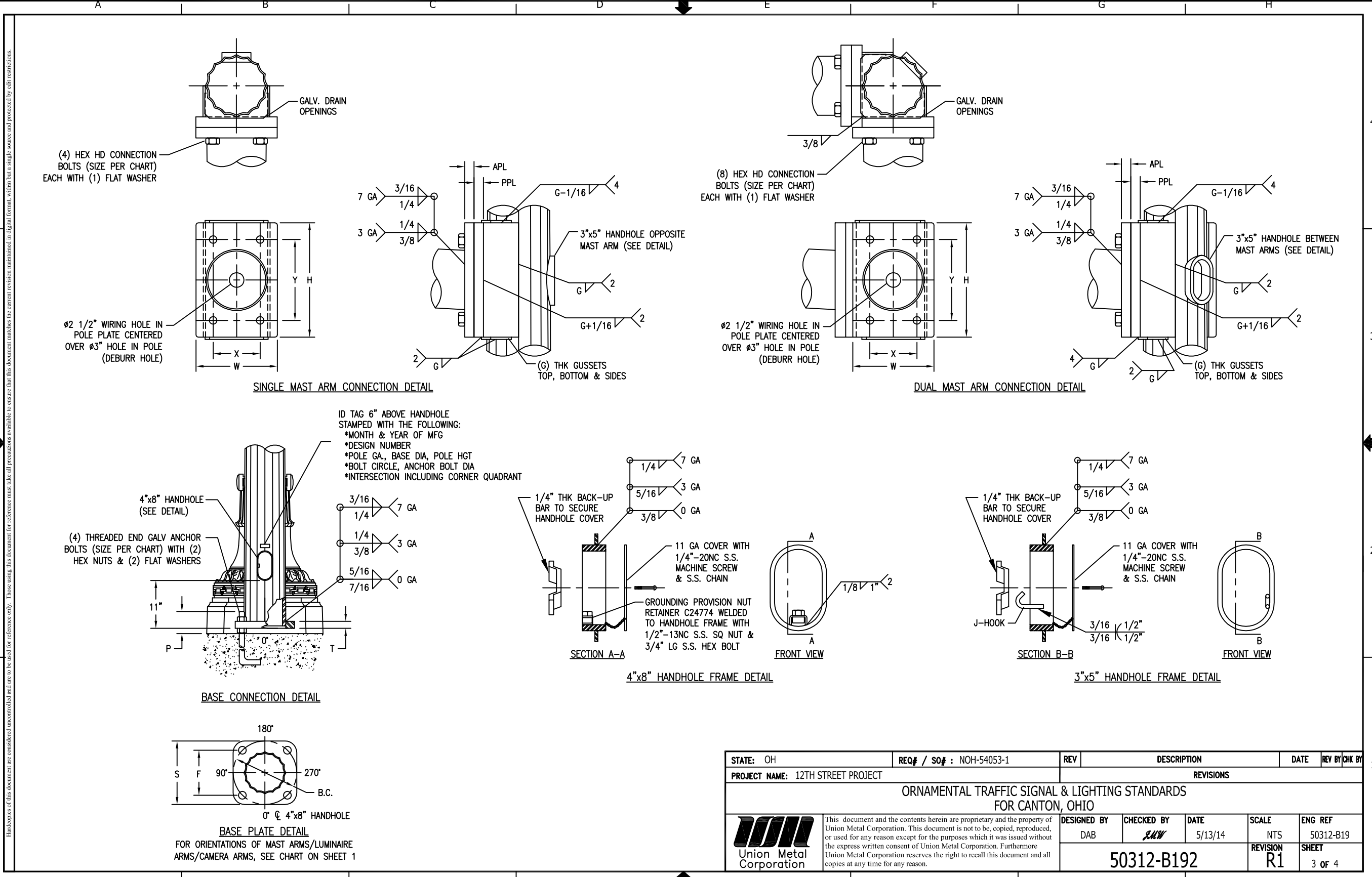


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APPROVED DATE: APRIL 2012
 APPROVED BY: EEM
 DRAWING FILE NAME:
 ce_61-65_LIGHTPOLES.dwg

REVISIONS		
DESCRIPTION	DATE	BY
INSERTED UM DRAWING 50312-B192	4/17/15	EGM

STANDARD DRAWING NO. 61
NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM
 SHEET 1 OF 5



STATE: OH	REQ# / SO#: NOH-54053-1	REV	DESCRIPTION	DATE	REV BY/CHK BY
PROJECT NAME: 12TH STREET PROJECT		REVISIONS			
ORNAMENTAL TRAFFIC SIGNAL & LIGHTING STANDARDS FOR CANTON, OHIO					
	DESIGNED BY	CHECKED BY	DATE	SCALE	ENG REF
	DAB	SAW	5/13/14	NTS	50312-B19
50312-B192			REVISION	SHEET	
			R1	3 OF 4	

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APPROVED DATE: APRIL 2012

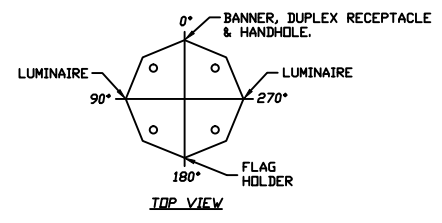
APPROVED BY: EEM

DRAWING FILE NAME:
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REVISIONS		
DESCRIPTION	DATE	BY
INSERTED UM DRAWING 50312-B192	4/17/15	EGM

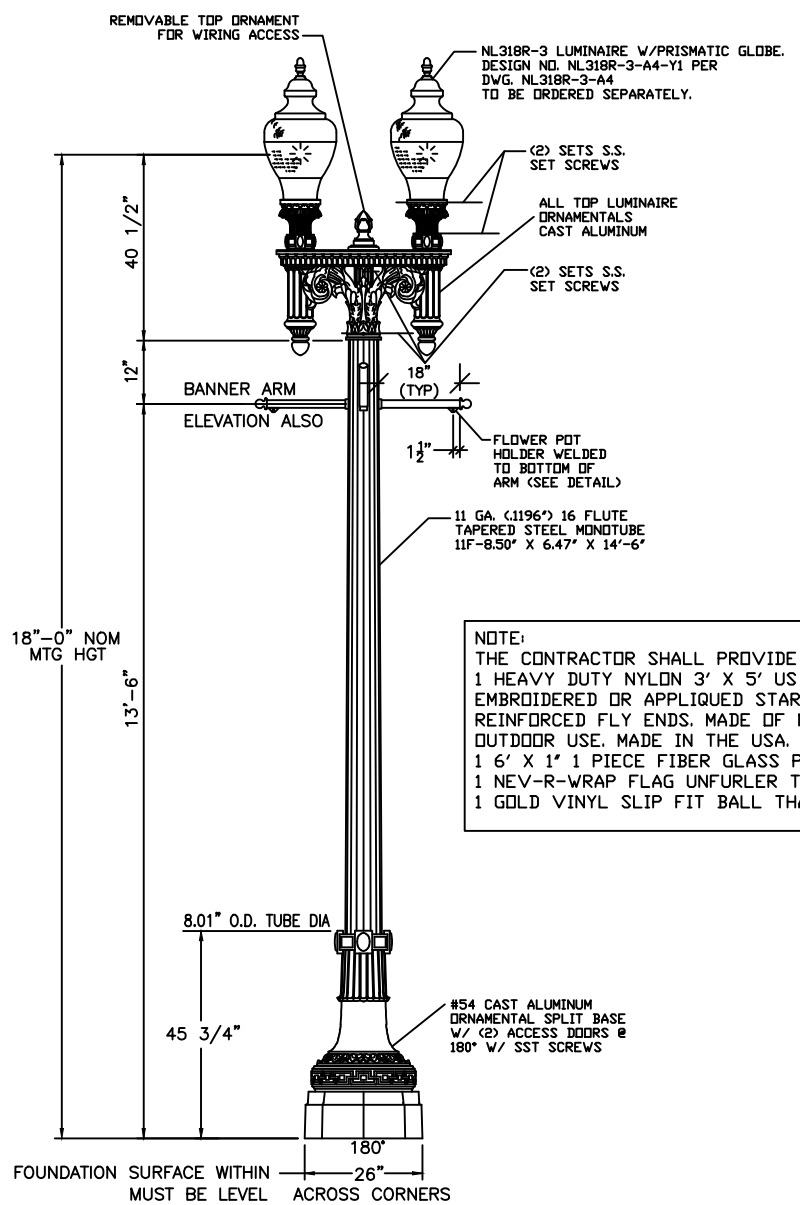
STANDARD DRAWING NO. 62
 NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM
 SHEET 2 OF 5

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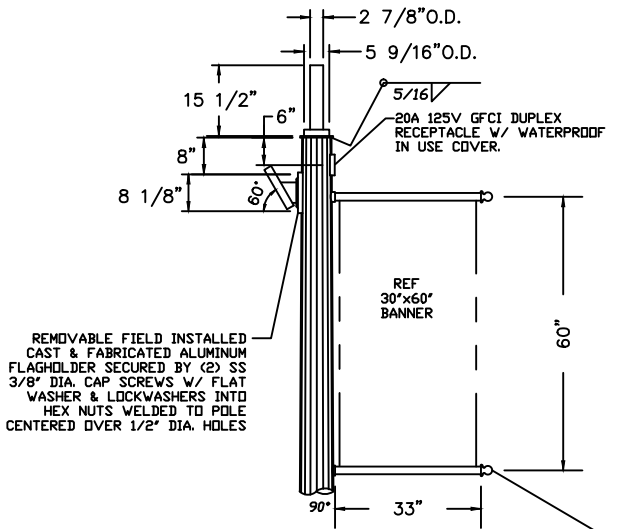


MATERIAL SPECIFICATIONS	
MONOTUBE	EQUAL TO ASTM-A595 GR A
PLATES	ASTM-A36
TUBING	ASTM-A513
PIPE	ASTM-A53 GRB, A501
ALUM CASTINGS	ASTM B26 356.0
HANDLE FRAME	ASTM-A502 GR50/A709 GR50
HANDLE COVER	C1010 STEEL
ALUM PLATE, PIPE	ASTM B209, 210, 221, 241 6061, 6063
ANCHOR BOLTS	ASTM-F1554 GR55
ANCHOR BOLT NUTS	ASTM-A563 GRA
FLAT WASHERS	ASTM-F436
SST HARDWARE	A193-300 SERIES (18-8)
HARDWARE FINISH	GALVANIZED ASTM-A153
STRUCTURE FINISH	GALVANIZED ASTM-A123
FINISH	POWDER OVER GALV. CANTON CBD GREEN

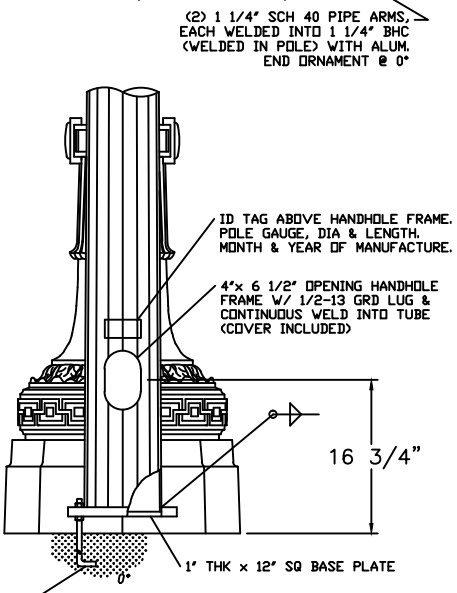
STRUCTURE DESIGNED IN ACCORDANCE WITH 1994 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY TRAFFIC SIGNS, LUMINAIRES & TRAFFIC SIGNALS FOR 90 MPH WIND ZONE.



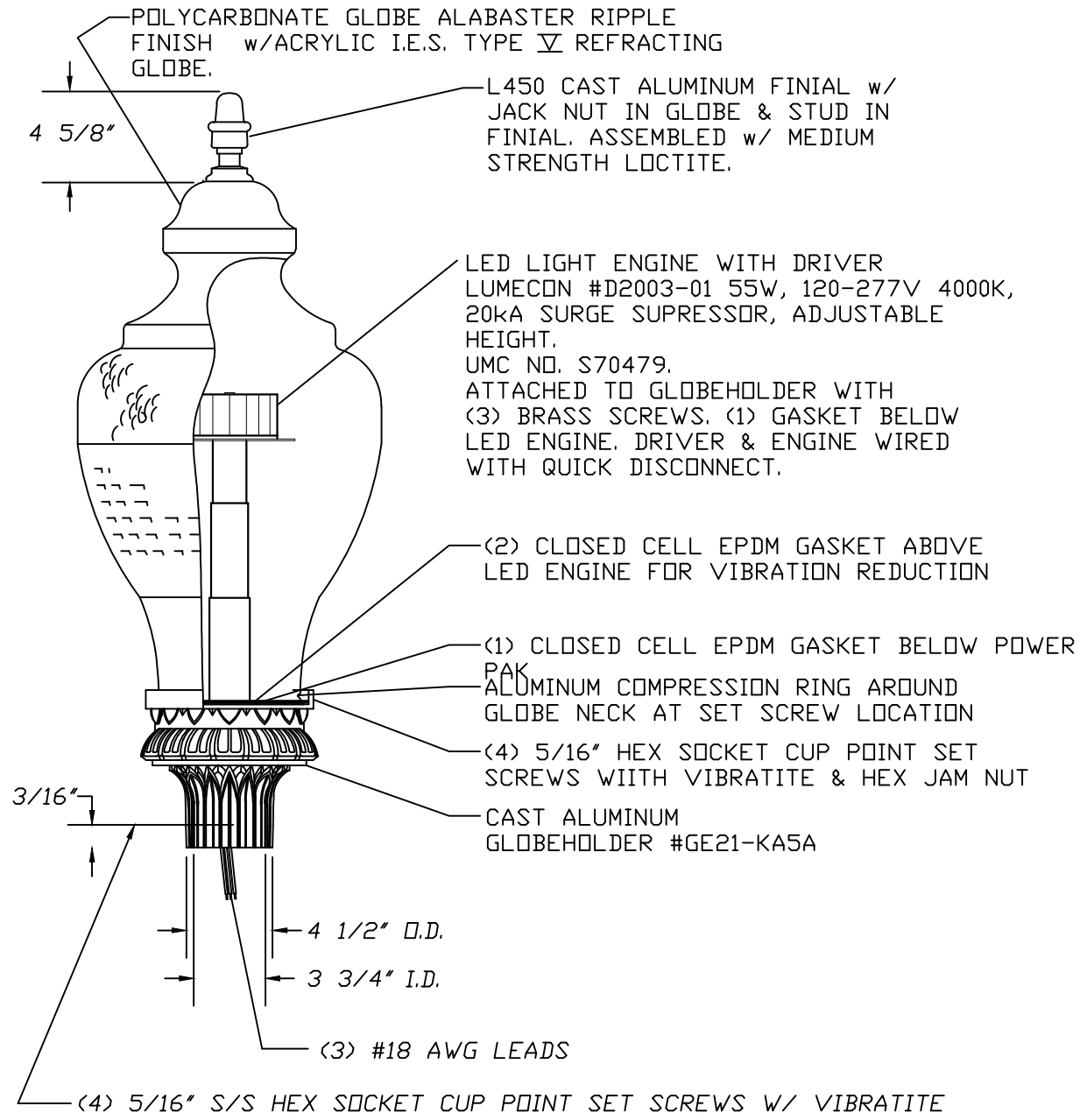
NOTE:
THE CONTRACTOR SHALL PROVIDE PER LIGHT POLE:
1 HEAVY DUTY NYLON 3' X 5' US FLAG CONSTRUCTED WITH EMBROIDERED OR APPLIED STARS, SEWN STRIPS AND REINFORCED FLY ENDS. MADE OF NYLON, MANUFACTURED FOR OUTDOOR USE. MADE IN THE USA.
1 6' X 1' 1 PIECE FIBER GLASS POLE.
1 NEV-R-WRAP FLAG UNFURLER THAT FITS 1' POLE DIAMETER.
1 GOLD VINYL SLIP FIT BALL THAT FITS 1' POLE DIAMETER.



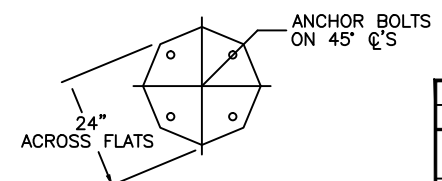
REMOVABLE FIELD INSTALLED CAST & FABRICATED ALUMINUM FLAGHOLDER SECURED BY (2) SS 3/8" DIA. CAP SCREWS W/ FLAT WASHER & LOCKWASHERS INTO HEX NUTS WELDED TO POLE CENTERED OVER 1/2" DIA. HOLES



NOTES:
1. HD GALV & POWDER COATED FINISH, CITY OF CANTON CBD GREEN.



NOTES:
1. GLOBEHOLDER & FINIAL POWDER COATED CITY OF CANTON CBD GREEN.
2. GLOBE STREET SIDE POSITIONED BETWEEN TWO LED BARS. STREET SIDE OF LUMINAIRE MARKED ON OUTSIDE OF GLOBEHOLDER.



STATE:	REQ# / SO# :	REV	DESCRIPTION	DATE	REV BY/CHK BY
OHIO	NOH54053				
PROJECT NAME: NOSTALGIA_LUMINAIRE_NL318R_WITH_LED_&_GE21_KA5A_GLOBEHOLDER					
DESIGN NUMBER B2473-54-B37-Y1					
UNION METAL CORPORATION		DESIGNED BY	CHECKED BY	DATE	SCALE
		DGMR	EJL		NONE
		N2473-54-B37		REVISION	ENG REF
				REV	NL318R-3-A3
				SHT OF SHTS	SHEET
					- OF -

STATE:	REQ# / SO# :	REV	DESCRIPTION	DATE	REV BY/CHK BY
OHIO	NOH54508				
PROJECT NAME: NOSTALGIA_LUMINAIRE_NL318R_WITH_LED_&_GE21_KA5A_GLOBEHOLDER					
DESIGN NUMBER NL318R-3-A4-Y1					
UNION METAL CORPORATION		DESIGNED BY	CHECKED BY	DATE	SCALE
					NONE
		NL318R-3-A4		REVISION	ENG REF
					NL318R-3-A3
				SHT OF SHTS	SHEET
					- OF -

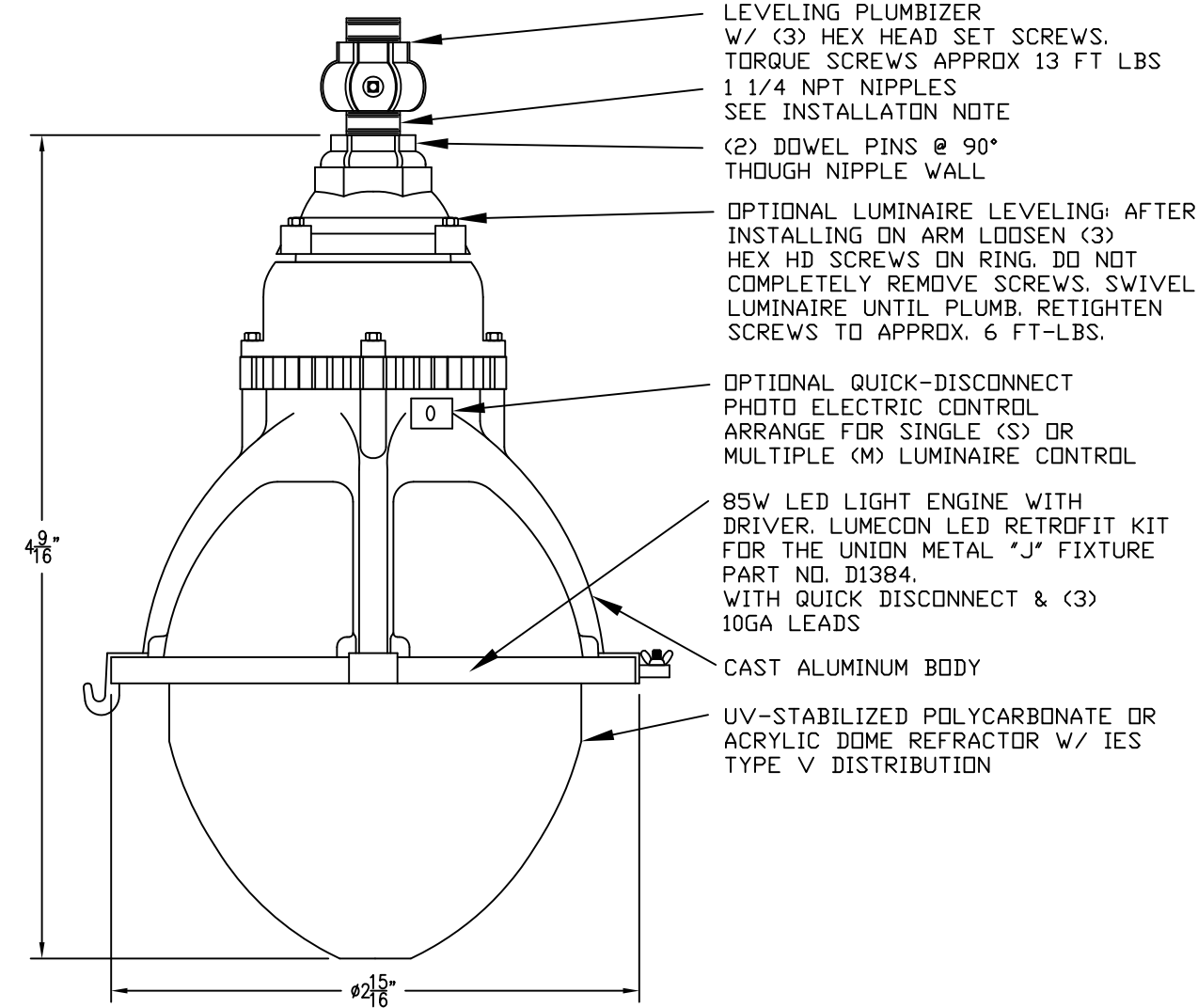
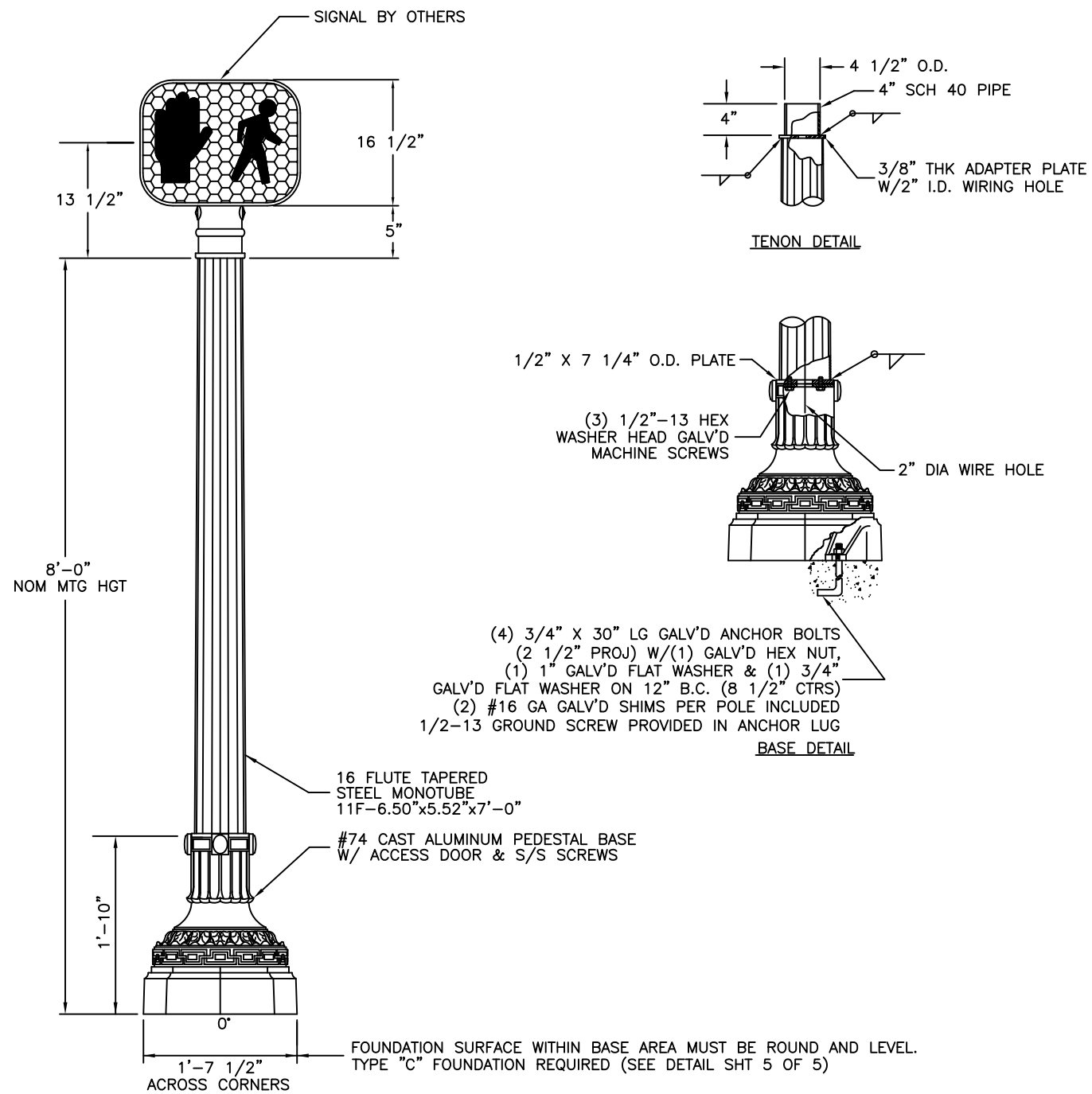


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CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
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APPROVED DATE: MARCH 2014
APPROVED BY: EEM
DRAWING FILE NAME: ce_61-65_LIGHTPOLES.dwg

REVISIONS		
DESCRIPTION	DATE	BY
INSERTED UM DRAWINGS	4/17/15	EGM
N2473-54-B37 & NL318R-3-A4		
FLOWER POT HOLDERS ADDED	8/23/16	EGM
LED ENGINE UPDATE	7/6/2018	RMB

STANDARD DRAWING NO. 63
NOSTALGIA LIGHT POLE & LUMINAIRE
SHEET 3 OF 5



INSTALLATION NOTE:
 USE PIPE SEALANT ON ALL PIPE THREADS BEFORE ASS'Y. THE THREADS SHOULD ENGAGE 3-4 TURNS BY HAND AND AN ADDITIONAL 2-4 TURNS WITH A WRENCH TO ENSURE A SECURE CONNECTION. TORQUE SHOULD INCREASE GRADUALLY WHILE TIGHTENING WITH A WRENCH. DO NOT OVER TIGHTEN, A MINIMUM OF 2 THREADS SHOULD BE VISIBLE AFTER TIGHTENING. IF TORQUE INCREASES SUDDENLY OR BOTTOMS OUT WHILE TIGHTENING, DO NOT INSTALL LUMINAIRE. CONSULT FACTORY BEFORE PROCEEDING.

DESIGN NUMBER	PEC OPTION
NLJ1-110-A14-Y1	MULTIPLE
NLJ1-110-A14-Y2	NONE
NLJ1-110-A14-Y3	SINGLE

WEIGHT 40 LBS. MAX. EPA 1.2 SQ. FT.

STATE: OHIO	REQ# / SO# : NOH54508	REV	DESCRIPTION	DATE	REV BY/CHK BY
PROJECT NAME: CITY OF CANTON STANDARD LED		REVISIONS			
"J" STYLE LUMINAIRE WITH 110 TYPE GLOBE AND LUMECON LED PENDANT					
DESIGNED BY	CHECKED BY	DATE	SCALE	ENG REF	
MB	MRB	7/15/14	1:5	NLJ1-110-A2	
NLJ1-110-A14			REVISION	SHEET	
			R0	1 OF 1	



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ORNAMENTAL PEDESTRIAN POLE
 DESIGNED FOR CANTON, OHIO
 U.M.C. DESIGN NO. P2000-74-B9-Y1

LOF --- ENG. REF. # ---
 REQ.# 0329-40-98 S.O.# --- CAD# 0329C98

Union Metal CORPORATION

DRAWN WJC DRAWING NO. N2000-74-B9
 DATE 4/24/98
 CHECKED GMP

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APPROVED DATE: APRIL 2012

APPROVED BY: EEM

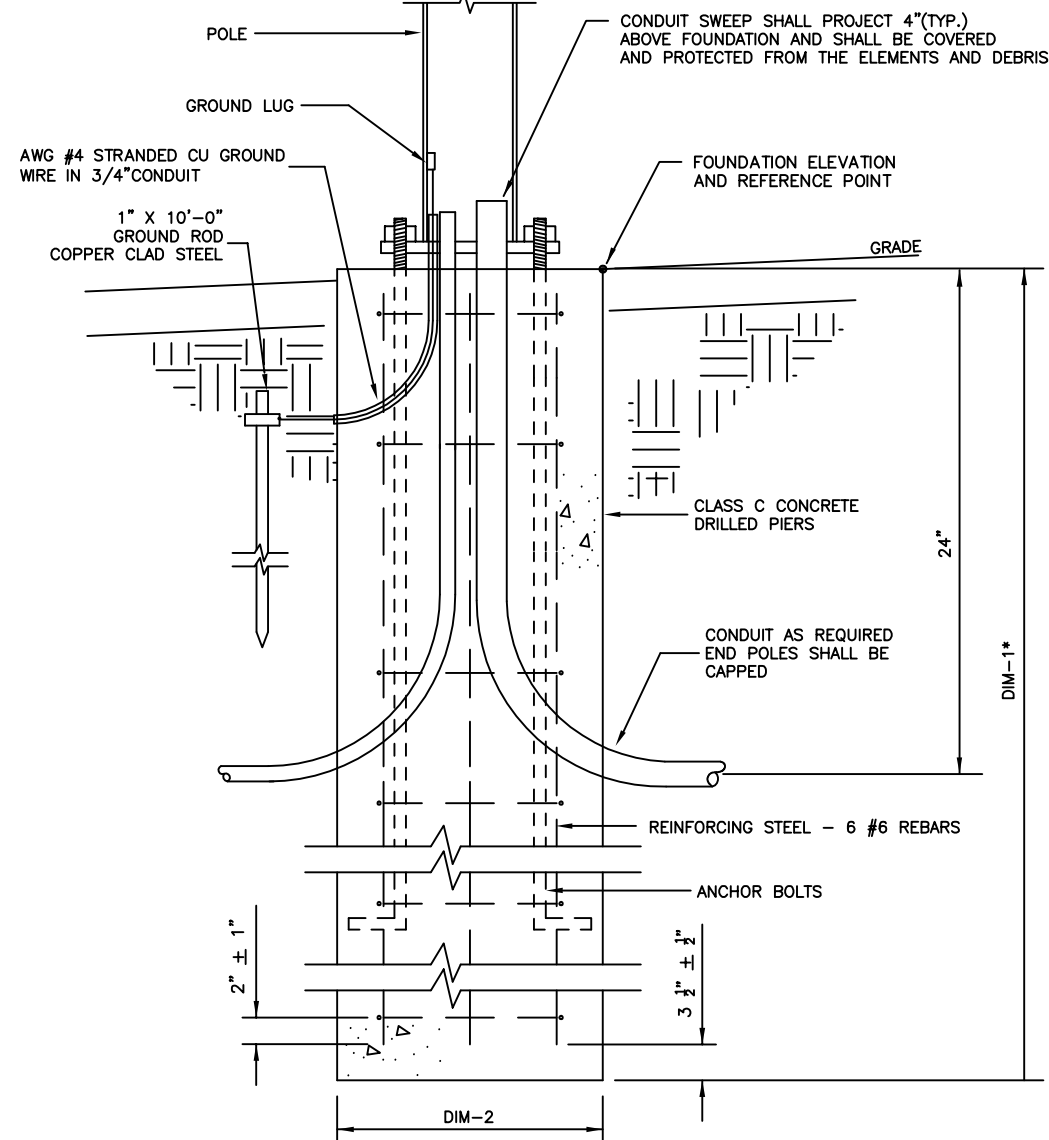
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REVISIONS		
DESCRIPTION	DATE	BY
INSERTED UM DRAWING NLJ1-110-A14	4/17/15	EGM
NEW LED RETROFIT KIT SPEC.	8/26/16	EEM

STANDARD DRAWING NO. 64

NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM

SHEET 4 OF 5



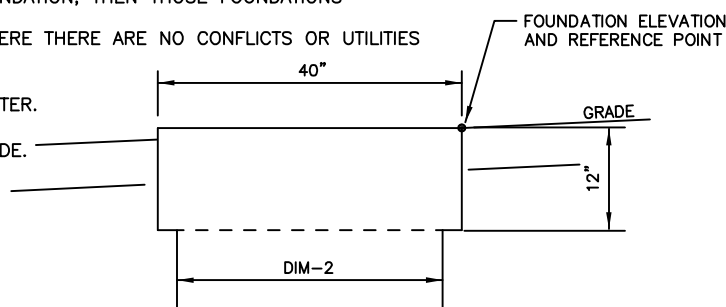
NOSTALGIC FOUNDATION DETAIL
NO SCALE

NOTES:

1. ALL FOUNDATIONS SHALL BE DRILLED PIERS TO AVOID DISTURBING SURROUNDING SOIL. A TEMPORARY STEEL CASING MAY BE REQUIRED. IF UTILITIES OR ANOTHER CONFLICT IS IN CLOSE PROXIMITY TO THE FOUNDATION, THEN THOSE FOUNDATIONS MAY HAVE TO BE EXCAVATED BY HAND.
2. PRE-CAST LIGHT POLE FOUNDATIONS, 30" X 72", WILL BE PERMITTED AT LOCATIONS WHERE THERE ARE NO CONFLICTS OR UTILITIES PROHIBITING PLACEMENT.
3. ANCHOR BOLT PATTERN SHALL BE PROVIDED BY POLE MANUFACTURER (U.M.C.).
4. REINFORCING STEEL SHALL BE ASSEMBLED IN CAGES USING #4 TIES AT 24" (MAX.) CENTER.
5. FOUNDATION TOP SHALL BE ROUND AND LEVEL TO ACCOMMODATE DECORATIVE BASE.
6. TOP OF FOUNDATION SHALL BE AT LEAST 1" ABOVE PROJECTED FINISHED SIDEWALK GRADE.

FOUNDATION	DIM-1*	DIM-2
SIGNAL (16" BOLT CIRCLE)	9'-0"	36"
SIGNAL (>16" BOLT CIRCLE)	11'-0"	36"
LUMINARIES	6'-0"	30"
PEDESTRIAN	4'-0"	24"

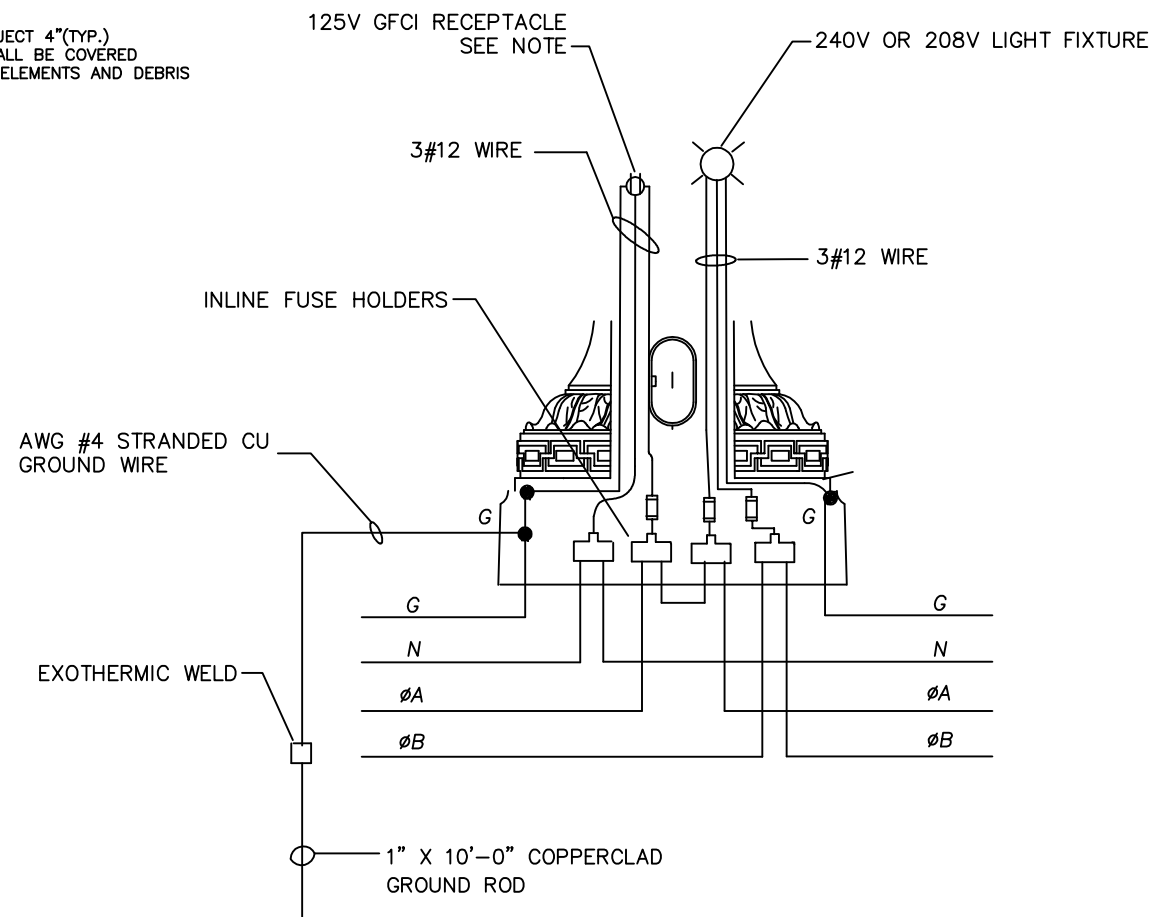
* MINIMUM DEPTH MAY VARY BASED ON SOIL CONDITION.



FOUNDATION CAP DETAIL

CAP FOR SIGNAL POLE WITH >16" BOLT CIRCLE. CAP IS NECESSARY TO ACCOMMODATE DECORATIVE BASE.

CONDUIT SWEEP SHALL PROJECT 4"(TYP.) ABOVE FOUNDATION AND SHALL BE COVERED AND PROTECTED FROM THE ELEMENTS AND DEBRIS



POLE WIRING DIAGRAM

NO SCALE

NOTE:

1. THE COST FOR WIRING TO ALL NOSTALGIA LUMINARIES AND RECEPTACLES SHALL BE INCIDENTAL TO THE NOSTALGIA BID ITEMS. ALL WIRING IN POLES AND CONDUITS TO LIGHTS AND RECEPTACLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL WIRING INTO EACH NOSTALGIA POLE BASE SHALL BE NO. 6 AWG WIRE AND CONNECTED TO IN-LINE FUSE HOLDERS. THE COST FOR THIS WIRE SHALL BE INCIDENTAL TO THE NOSTALGIA BID ITEMS.
3. IN-LINE FUSE HOLDERS SHALL BE BUSSMAN (HEB-AW-RYC). INSTALL FUSES IN PHASE LINES AND SOLID LINK IN NEUTRAL (HET-AW-RYC) FOR GROUND USE SPLIT BOLT CONNECTOR. COPPER GROUND CABLE SHALL BE EXOTHERMICALLY WELDED TO THE GROUND ROD. RUN CABLE FREE END THROUGH 3/4" EMT AND CONNECTED AS SHOWN IN THE POLE WIRING DIAGRAM. THE COST FOR THE IN-LINE FUSE HOLDERS AND ALL RELATED ITEMS SHALL BE INCIDENTAL TO THE NOSTALGIA BID ITEMS.
4. THE POLE RECEPTACLE SHALL BE ALTERNATELY WIRED TO PHASE A AND PHASE B AS SHOWN IN THE POLE WIRING DIAGRAM.
5. FOR LIGHTS, USE 5 AMP FUSES. FOR RECEPTACLES, USE 10 AMP FUSES. AMP RATINGS SHALL BE BASED UPON 75 DEGREE C RATINGS.
6. UNLESS OTHERWISE NOTED IN THESE PLANS, ALL WIRING SHALL BE MINIMUM NO. 12 AWG, COPPER, 600 VOLT RATED WITH THE EXCEPTION OF NO. 14 AWG, COPPER SHALL BE PERMISSIBLE FOR CONTROL CIRCUITRY. THE FOLLOWING SHALL APPLY TO ALL WIRING:
 - A. ALL WIRING SHALL BE STRANDED "XHHN/XHWN".
 - B. UNDERGROUND BRANCH CIRCUIT WIRING SHALL BE "XHHW".
7. CONDUCTORS SHALL BE PULLED FROM LIGHT POLE TO LIGHT POLE AND FROM LIGHTING CONTROL PANEL TO LIGHT POLE WITHOUT SPLICES.



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APPROVED DATE: MARCH 2014

APPROVED BY: EEM

DRAWING FILE NAME:
ce_61-65_LIGHTPOLES.dwg

REVISIONS

DESCRIPTION	DATE	BY
MODIFIED DIMS AND OTHER CHANGES	4/29/14	NJL
MODIFIED FOUNDATION NOTES	2/21/17	EGM

STANDARD DRAWING NO. 65

NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM

SHEET 5 OF 5

CANTON TITLE VI COMPLAINT PROCEDURE

I. FILING A COMPLAINT

Complaint Procedure - Any person who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, gender, age, disability, religion, low income status, or Limited English Proficiency (LEP) in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person.

It is the policy of the City to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

No one may intimidate, threaten, coerce or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Any individual who feels that he or she has been discriminated against may submit a written or verbal complaint to the designated Title VI Coordinator. A complaint must include the name, address and telephone number of the individual making the complaint (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Complaints should be directed to the Title VI Coordinator:

Department of Purchasing
218 Cleveland Ave S.W., 6th floor
Canton, Ohio 44702
Phone
Email

Within 60 days of the receipt of the complaint the City will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The City will try to obtain an informal voluntary resolution to all complaints at the lowest level possible.

A complainant's identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential.

These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual's right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Ohio Department of Transportation
Office of Equal Opportunity
1980 West Broad Street
MS: 3270
Columbus, OH 43223

The U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Ohio Civil Rights Commission
Central Office
Rhodes State Office Tower
30 East Broad Street, 5th floor
Columbus, OH 43215
614-466-2785

Ohio Civil Rights Commission
Akron Regional Office
Bradley S. S. Dunn, Regional Director
Akron Government Bldg.
161 S. High Street, Suite 205
Akron, OH 44308
(330) 643-3100

Link to filing a complaint online with the Ohio Civil Rights Commission:

<https://crc.ohio.gov/FilingCharge/ChargeFilingProcedure.aspx>

II. COMPLAINT PROCESSING

The Title VI Coordinator will review the complaint upon receipt to ensure that all required information is provided, the complaint meets the filing deadline date which is 180 days from the date the alleged discriminatory act occurred, and falls within the jurisdiction of the City.

The Title VI Coordinator will then investigate the complaint. If the complaint is against the City then the Mayor's office or their designee will investigate the complaint. Additionally, a copy of the complaint will be forwarded to the City Law Director.

If the complaint warrants a full investigation, the Complainant will be notified in writing by certified mail. This notice will name the investigator and/or investigating agency.

The party alleged to have acted in a discriminatory manner will also be notified by certified mail as of the complaint. This letter will also include the investigator's name and will request that this party be available for an interview.

Any comments or recommendations from legal counsel will be reviewed by the Title VI Coordinator, Director of Public Service and Mayor's office.

Once the City has investigated the report findings, the City will adopt a final resolution. All parties associated with the complaint will be properly notified of the outcome of the City's investigative report.

If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), she/he shall be advised of their right to appeal the City's decision.

Appeals must be filed within 180 days after the City's final resolution. Unless new facts not previously considered come to light, reconsideration of the City's determination will not be available.

The foregoing complaint resolution procedure will be implemented in accordance with the Department of Justice guidance manual entitled "Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes," available online at:

<http://www.justice.gov/crt/about/cor/Pubs/manuals/complain.pdf>

Title VI Complaint Filing

Complaints filed with the City of Canton, Ohio based on violations of Title VI of the Civil Rights Act of 1964, must include the following information:

- Name of Complainant
- Date of Complaint
- Address of Complainant
- Telephone Number of Complainant
- Name of Agency / Department Accused of Discriminatory Practices
- Name of Individual Accused of Discriminatory Practices
- Address of Agency
- Date of Alleged Discrimination
- Description of Alleged Discrimination (see below)

11. Alleged Discrimination - If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

- Race / Color / Religion
- National Origin
- Age · Sex, Gender
- Disability · Income Status
- Explanation of Alleged Discrimination - Please explain as clearly as possible what happened.

Provide the name(s) of witness(s) and others involved in the alleged discrimination. (Attach additional sheets if necessary and provide a copy of written material pertaining to your case.)

- Signature of Complainant · Date of Complaint

III. ENVIRONMENTAL JUSTICE

In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin. Part of Title VI reads, "No person in the United States shall, on the ground of race, color, or national origin be excluded

from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.”

The three fundamental environmental justice (EJ) principles are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

The City of Canton is committed to these three environmental justice principles in all work that the City performs.

IV. ADMINISTRATION – WORK PLAN

Pursuant to 23 CFR 200, the City of Canton has designated a Title VI Coordinator who is responsible for initiating, monitoring, and ensuring the City’s compliance with Title VI requirements for the following work plan:

- Administer, coordinate and Implement the Title VI Program plan and distribute internally and externally via website and update annually as required.
- Ensure that Assurances are being used in contracts for federal projects.
- Attend Title VI training.
- Collect public involvement data.
- Review written Title VI complaints and ensure every effort is made to resolve complaints informally at the local or regional level and review and update the City’s Title VI plan and procedures as required.
- Implement a plan that provides training to City Staff on the basic requirements of the Title VI implementation plan.

Title VI Coordinator:

Department of Purchasing
218 Cleveland Avenue, S.W., 6th floor
Canton, Ohio 44702
Phone
Email

V. LIMITED ENGLISH PROFICIENCY (LEP) POLICY

On August 11, 2000, the President signed an executive order, *Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency (LEP)*, to clarify Title VI of the Civil Rights Act of 1964. It has as its purpose, to ensure meaningful access to programs and services to otherwise eligible persons who are not proficient in the English language. In addition, The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14, 2005 Federal Register.

This guidance outlines the following four factors that the City uses to access the LEP populations in Canton.

1. The number and proportion of LEP persons eligible to be served or likely to be encountered by the City.
2. The frequency with which LEP individuals come into contact with the program, activity or service.
3. The nature and importance of the program, activity, or service provided by the program.
4. The resources available to the City and costs.

Summary of the four factor analysis

Factor 1- The number and proportion of LEP persons eligible to be served or likely to be encountered by the City can only be estimated until the actual number of persons who can speak English less than “very well” are documented as needing assistance by City Staff . With this Title VI Plan being in early development stages and considered a document that may need regular updates, US Census Bureau information is being used at this time. The total population is provided below to shown general distribution of race and ethnicity in the community. The estimated number of persons that may not speak English “very well” is following in the US Census Bureau 2006-2010 American Community Survey.

The U.S. Census Bureau provides statistics from 2010 for the City of Canton as follows:

Total population = 74,451

Population by Ethnicity:

Hispanic or Latino = 1,805 Non Hispanic or Latino = 72,646

Population by Race:

White = 53,150 African American = 16,854, Asian = 193, American Indiana or Alaska Native = 372,

Native Hawaiian and Pacific Islander = 0, Other = 431, Identified by two or more = 3,451.

The US Census Bureau 2006-2010 American Community Survey 5-Year Estimates under SELECTED SOCIAL CHARACTERISTICS estimates the number of people in Canton who speak a language other than English to be 2,945 with those speaking English less than “very well” estimated at 1.0% or approximately 983 individuals who may be considered limited in English proficiency.

Factor 1(continued)-

According to the census numbers above there may be up to 983 individuals who live in the City of Canton that *may* be considered as LEP. Based on actual contact between City Staff and the community there have been very few requests from anyone in the service area asking the City to provide language translation services. Therefore, the LEP population is probably even less than the estimate shown above.

Factor 2- The frequency with which LEP individuals come into contact with the program, activity or service:

Due to the infrequent requests for translation services, there appears to be a minimal need for translation services from the City. This may be attributed to the high percentage of younger people (87.6% for ages up to 17) who are available as family members for translation services.

Factor 3. The nature and importance of the program, activity, or service provided by the program:

If at any time a LEP individual requests translation services that are considered important such that denial or delay of access or services or information could have serious or even life-threatening implications, the City will provide, upon request, services to assist the LEP population including translation of vital City documents and interpretation services.

Factor 4. The resources available to the City and costs:

The City of Canton currently has several staff members who are bilingual in English and Spanish and are available to translate requests from the Hispanic population on a day to day basis. The City also provides many of their outreach services in the predominate languages of the community, English and Spanish. In addition, certified translation services are available through LanguageLine Solutions, a telephone translation service that is accessible for phone line translations services 24 hours a day. These are services the City provides upon request as discussed in factor 3 above. Page | 12

Summary of LEP Accommodation Plan

- The City of Canton strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to City services.
- A U.S. Census Bureau ISpeak card is available as part of this document and on the City's webpage and is also available at City Hall located at 414 Main Street. This card allows LEP individuals to communicate their preferred language to City Staff whereas City Staff may then access a translation service called LanguageLine, phone number 1-800-752-6096 is available to City Staff or other translation services may be used as determined by the City.
- For language translation requests from the Hispanic or Latino community the City has several staff member who are bilingual and are available to provide translation services on a day to day basis.
- The City of Canton utilizes a voluntary public involvement survey to collect information regarding persons affected by proposed projects. The survey permits respondents to remain

anonymous, while voluntarily answering questions regarding their gender, ethnicity, race, age, sex, disability status, and household income. This voluntary public involvement survey is available at all public hearings and meetings. Once the survey data has been collected, it will be reviewed and then the survey will be placed in a file for future reference. In the case enough surveys are collected over time to show a significant increase in LEP populations, the City may consider changes to their LEP policy. Completed surveys shall be retained for a period of three years from the date of the meeting and/or completion of the related project, if applicable. See Appendix G for a sample of this Survey.

- The City reviews written Title VI complaints and ensures every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.
- Staff for the City will be provided training on the requirements for providing meaningful access to services for LEP persons. Considering the relatively small size of the City of Canton and limited financial resources, current training may be limited to web access to this document and its attachments by all City Staff, a log showing the names of all Staff that have been made aware of this document (sign off that they have read the document) and require that all new employees receive the same training.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, City of Canton, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. Also, please see Appendix D of this bid document.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. Also, please see Appendix D of this bid document.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the City of Canton to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the City of Canton, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the City of Canton may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the City of Canton may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX 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.*).

Proposal Pages

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

GP1333 St Georges Streetscape Cherry St.

REF	ITEM	DESCRIPTION	QTY	UNIT	Labor Unit Cost	Material Unit Cost	UNIT COST	COST
1	252	Sawcut Existing Walk/Road	330.00	LF				
2	202	Remove Existing Walk	2445.00	SF				
3	202	Remove Existing Approaches (3)	605.00	SF				
4	202	Remove Existing Curbs	330.00	LF				
5	304	Aggregate Base 4" (Curb, Walk, Approaches)	40.00	CY				
6	608	ADA Ramps Installation	2.00	EA				
7	608	5" Concrete Walk	2445.00	SF				
8	452	7" Concrete Approaches (3)	605.00	SF				
9	609	Type 6 Curb	330.00	LF				
10	690	Special - Misc.-Surfaces restoration/repair, Caulking, etc.	1.00	LS				
11	690	Special - Brick Walkway Pavers	240.00	SF				
12	690	Special - Tree Frame/Grates	3.00	EA				
13	661	Trees and Installation	3.00	EA				
14	SPECIAL	Union Metal 18' Twin Canton Decorative Streetlight Pole with LED's furnished and installed by City. Contractor to provide & install Bussmann Type II Fused connector kits (HEB-AW-RYC) 3 per pole, Bussmann Type III Solid link connector kit (HET-AW-RYC) 1 per pole, per City specs. See Electrical Drawing.	3.00	EA				
15	625	6' x 30" concrete foundation including 1" x 10' Ground Rod per City specs.	3.00	EA				
16	SPECIAL	Install Metered CP3B51115AAOSP10 Milbank Controller, Steel Construction, Aluminum Finished Unpainted, and Foundation with 3/4" x 10' Ground Rod including installation & (2) Wilson Bohannon Padlock Model # 11110 ODOT Keyed.	1.00	EA				
17	625	Photo Cell added to Light Pole nearest to Milbank Controller including AWG #14, 3-conductor cable to Milbank pedestal.	1.00	EA				
18	625	Power feed from AEP (120/240 or 120/208, 100amp) including underground service wire to AEP underground/overhead network, AEP service drop charges & permit fees.	1.00	EA				
19	625	2" PVC Schedule 40 Conduit Lighting	408.00	FT				
20	625	3" PVC Schedule 40 Conduit Traffic Signal interconnect.	336.00	FT				
21	625	17" x 30" composite pull box tier 15, labeled Electric.	3.00	EA				
22	625	AWG # 6 XHHW Stranded copper, no underground splices.	1197.00	FT				
23	625	Trench 18" Deep- additional trenching will be in area where conduit not placed in trench for curb.	68.00	FT				
24	625	Trench in paved area, pavement crossing TYPE B.	60.00	FT				
25	SPECIAL	Remove AEP wooden pole, and return wooden pole to AEP yard.	1.00	EA				
26	611	Catch Basin, Adjust to Grade / 1 ft Concrete Apron	1.00	EA				
27	614	Maintaining Traffic	1.00	LS				
							TOTAL	

Base Bid Price in Words: _____

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

Signature and Proposal Pages

Signature Page St. George's Streetscape Project, GP1333

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

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all the labor and materials required to complete the **St. George's Streetscape Project, GP1333** in accordance with the specifications on file, including any and all work and materials that may be necessary to complete the project in a proper and workmanlike manner, and in accordance with the instructions in the bid packet and under the direction of and to the satisfaction of the Director of Public Service of said City.

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

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

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

The bidder acknowledges receipt of Addenda Numbers: _____.

SIGNATURE OF BIDDER: _____.

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