



The City of Canton

Invitation to Bid

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

6th St NW Streetscape, GP 1404

Item/Project

Engineering Department

Responsible Department

2:00 PM, 6/14/2023

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



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

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



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Legal Notice

Sealed bids will be received by the City of Canton (the "City"), as provided in this notice for the 6th St NW Streetscape, GP 1404 Project (the "Project"), Ordinance 276/2022. Contract documents, which include additional details of the Project, are on file and available from the City of Canton's web site (<https://cantonohio.gov/448/Purchasing-Procurement>).

Bids shall be enclosed in a sealed envelope addressed to the City of Canton, 218 Cleveland Ave. SW, Purchasing Dept/Fourth Floor, Canton, Ohio 44702 and plainly marked on the outside "6th St NW Streetscape, GP 1404 PROJECT BID." Bids will be received on or before 2:00 PM, local time, 6/14/2023 and will be opened shortly thereafter in the Fourth Floor Conference Room.

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

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

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INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

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

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

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Engineer, or any of their agents or employees, with respect to any of the following:
 - a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or



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- b. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.
4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. OWNER & ENGINEER

1. The Owner is:

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

The Owner's Representative is:

Jame Benekos

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 **6th St NW Streetscape, GP 1404 Project** ("the Project"), all in accordance with the Drawings and Specifications prepared by the Engineer and/or Owner. The Project must be substantially complete by the Date for Substantial Completion set forth in Section Q below.
2. The Mayor **has not** determined that a Project Labor Agreement ("PLA") will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters. Any such PLA shall be negotiated by the Mayor of the Owner with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor. The successful Bidder shall comply with and adhere to all of the provisions of any PLA for the Project.
3. A pre-bid conference will be held at **NA on NA** at **NA**.

E. WORK

1. This Project includes **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**.



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4. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
5. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
6. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact **Jame Benekos**, The City of Canton, at james.benekos@cantonohio.gov or **330-438-6903** 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 **\$127,791.67**.

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

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

G. CONTRACT DOCUMENTS

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

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

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

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

H. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid



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

4. Each Bidder shall submit **an original** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

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

Bids must be received at the designated location for the bid opening before 2:00 PM, local time, on 6/14/2023.

6. **The completed Bid Form shall be accompanied by the following completed documents:**
 - a. **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**
 - b. **Bid Guaranty and, if applicable Contract Bond (See Paragraph H.8, below.)**
 - c. **Contractor's 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.



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- 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



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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.
- c. If Contractor intends to work with any pesticides or herbicides to perform the contracted work, the City of Canton requires that Contractor be in possession of an up-to-date and valid Commercial Pesticide Applicator's License from the Ohio Department of Agriculture.

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



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and best include the factors set forth below, including the Additional Criteria. Depending upon the type of work, the Owner, in its discretion, may also consider other essential factors, as the Owner may determine and as are included in the Specifications. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate. The Owner, in its discretion, reserves the right to request additional information and documentation relating to these criteria from Bidders after the bid opening.

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

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

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

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



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- d. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, Ohio Prevailing Wage laws, Davis Bacon, and Ohio ethics laws.
- e. The Bidder's prior experience with similar work on comparable or more complex projects.
- f. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
- g. The Bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
- h. A public entities' determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the public entity, and the Bidder's explanation thereof.
- i. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- j. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- k. Any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Bidder, to the extent that any work to be performed on this Project is within the field of such licensed profession.
- l. The Bidder's equipment and facilities.
- m. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.
- n. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.
- o. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- p. The Owner's prior experience with the Bidder's surety.
- q. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- r. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.
- s. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.



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



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- I. The Bidder's commitment to comply with the Owner's Contract Compliance Program regarding equal employment opportunity. Each Bidder shall file contract employment reports with the Owner's contracting agency or as may be directed by the Owner or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs, and statistics of the Bidder and shall be in such form as the Owner may prescribe.
 - m. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
7. The failure to submit information that Owner has the right to receive under these Instructions to Bidders on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
9. After bid opening, within three (3) business days of a request made by the Owner, the apparent low Bidder and any other Bidder so requested by the Owner must submit the following:

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

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

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

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

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

10. Additional Post-Bid Submittals



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- a) Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
11. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
12. Award of Contract. The award of the Contract will only be made pursuant to approval of the City's Board of Control.

J. EXECUTION OF CONTRACT

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

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

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

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

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
- b. Requests submitted without adequate documentation;



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

L. ALTERNATES

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

M. UNIT PRICES

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



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unless the Owner determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

N. ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. **This is 6/7/2023, 2:00 PM.** The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents..
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
3. All Addenda will be issued, except as hereafter provided, via the current City bid tool at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-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



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Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

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

P. STATE SALES AND USE TAXES

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

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

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

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

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

0 calendar days

2. Liquidated Damages.

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



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3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

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

S. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner



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advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

T. COMPLIANCE WITH APPLICABLE LAWS

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

U. FINDINGS FOR RECOVERY

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

V. PREVAILING WAGES

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

W. DBE PARTICIPATION GOALS

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

9%

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



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Canton), or certified as a DBE under Ohio's Unified Certification Program administered by the Ohio Department of Transportation.

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

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

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

X. OTHER LOCAL ORDINANCE REQUIREMENTS

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



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in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply.

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

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



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consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation, or gender identity.

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



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- (4) In cases in which there is a substantial or material violation or the threat of a substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including enjoining within applicable laws of contractors, subcontractors, or other organizations, individuals, or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.
2. A Project Labor Agreement (PLA) is not required for this project. Prevailing Wages are required for this Project (See Appendix B).

Y. OHIO PUBLIC WORKS COMMISSION FUNDING

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

END OF INSTRUCTIONS TO BIDDERS



The City of Canton

OWNER-CONTRACTOR AGREEMENT

[Where Owner Performs Construction Administration Duties]

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

Contract: _____ Ordinance:
276/2022 Alternates: _____

Contractor:

Telephone: _____
Fax: _____

Project:
6th St NW Streetscape, GP 1404

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

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

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

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
- F. Supplementary Conditions (when applicable);
- G. Drawings;
- H. Specifications;
- I. ~~Project Labor Agreement (if applicable)~~
- J. Addenda issued;
- K. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- L. Statement of Claim Form; and
- M. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Owner or Engineer in accordance with the General Conditions.
- N. When this line is checked by the Owner, e.g. with an "X" or other mark, the State of Ohio Department of Transportation, Construction and Material Specifications, effective as of January 1, 2019, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner.
- O. ~~Project Labor Agreement (if applicable)~~

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



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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:
Jame Benekos
james.benekos@cantonohio.gov
330-438-6903



3. TIME FOR COMPLETION AND PROJECT COORDINATION.

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

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

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

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

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

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

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

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

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION OF OVERALL PROJECT

| <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 **\$0.00**, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

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

4.2 Accepted Alternates, included in the Contract Sum:

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

4.3 Allowances included in the Contract Sum:

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

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

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



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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.



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

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

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

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

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

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

6.11 CONTRACTOR ATTESTATIONS.

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



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 **6th St NW Streetscape, GP 1404 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



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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 **6th St NW Streetscape, GP 1404 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 **6th St NW Streetscape, GP 1404 Project** including having also received, read, and taken into account the following Addenda:

| Addendum No. | Dated |
|--------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

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

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



2.01 BID:

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

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

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

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

1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Owner.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the



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

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

LEGAL NAME OF BIDDER: _____

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



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 |
| | |
| Name | Address |

END OF SECTION



The City of Canton

CONTRACTOR'S QUALIFICATION STATEMENT
6th St NW Streetscape, GP 1404 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: **6th St NW Streetscape, GP 1404** 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:



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- 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 |
|-------------------------|---------------------|--|---|----------------------------|
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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 |
|------------------|--------------|---|--|---------------------|
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- 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: **6th St NW Streetscape, GP 1404**

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: _____



The City of Canton

CITY OF CANTON
6th St NW Streetscape, GP 1404 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 |
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ODOT MANUAL SUPPLEMENT

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

1. Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.
2. The Contractor's obligations under this ODOT Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.
3. Delays. Regardless of the terms in this ODOT Supplement, including Item 109.05, all time adjustments shall be subject to a) filing a Change Proposal and / or Claim in accordance with Articles 11 and 12 of the Modified Standard General Conditions of the Contract for Construction (EJCDC C-700, 2013 edition) ("Modified Standard General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with the Modified Standard General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in the Modified Standard General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item 109.05.D substantiating its entitlement to additional compensation.
4. Division 100, General Provisions. The following Division 100 General Provisions of the State of Ohio Department of Transportation, Construction Specifications Manual in the current version as of January 31, 2019, are incorporated in this ODOT Supplement, subject to any changes or limitations herein.
 - a. Item 101.01, General.
 - b. Item 101.02, Abbreviations, provided that references to DCA, DDD, DET, DGE shall mean the Owner.
 - c. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:
 - i. Claims is deleted
 - ii. Contract Bond is deleted.
 - iii. Contract Documents is deleted.



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- iv. Contract Price is deleted.
- v. Contract Time is deleted.
- vi. Contractor is deleted.
- vii. Department shall mean the Owner.
- viii. Director shall mean the Owner's representative.
- ix. Disputes is deleted.
- x. Engineer is deleted.
- xi. Extra Work Contract is deleted.
- xii. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.
- xiii. Final Inspector shall mean the Owner.
- xiv. Laboratory is deleted.
- xv. Prebid Question is deleted.
- xvi. Proposal Guaranty is deleted.
- xvii. Questionnaire is deleted.
- xviii. Shop Drawings is deleted.
- xix. Signatures on Contract Documents is deleted.
- xx. State or state shall mean the Owner.
- xxi. Subcontractor is deleted.
- xxii. Work is deleted.
- d. Item 101.04, Interpretations.
- e. Item 103.03, Cancellation of Award.
- f. Item 104.02.D.2, Significant Changes in the Character of the Work (including Tables 104.02-1 and 104.02-2 following this Item), provided that all references to Item 108 and 109.12 are deleted and that all time adjustments shall be subject to filing a Change Proposal and / or Claim in accordance with the Modified Standard General Conditions and substantiating the entitlement to an extension of time as provided in the Modified Standard General Conditions (EJCDC Document C-700, 2013 edition) ("Modified Standard General Conditions").
- g. Item 104.03, Rights in and Use of Materials Found on the Work.
- h. Item 104.04, Cleaning Up.
- i. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.
- j. Item 105.06, Superintendent.
- k. Item 105.10, Inspection of Work.



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- l. Item 105.11, Removal of Defective and Unauthorized Work.
- m. Item 105.12, Load Restrictions.
- n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.
- o. Item 105.14, Maintenance During Construction, except substitute “Final Completion” for “Final Inspector accepts the work under 109.12” and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.
- p. Item 105.15, Failure to Maintain Roadway or Structure.
- q. Item 105.16, Borrow and Waste Areas.
- r. Item 105.17, Construction and Demolition Debris.
- s. Item 106.01, Source of Supply and Quality Requirements.
- t. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.
- u. Item 106.03, Small Quantities and Materials for Temporary Application.
- v. Item 106.04, Plant Sampling and Testing Plan.
- w. Item 106.05, Storage of Materials.
- x. Item 106.06, Handling Materials.
- y. Item 106.07, Unacceptable Materials, except substitute the word “unacceptance” in the third sentence with the word “unacceptable.”
- z. Item 106.08, Department-Furnished Material.
- aa. Item 106.09, Steel and Iron Products Made in the United States.
- bb. Item 107.01, Laws to be Observed.
- cc. Item 107.02, Permits, Licenses, and Taxes.
- dd. Item 107.03, Patented Devices, Materials, and Processes.
- ee. Item 107.05, Federal-Aid Provisions.
- ff. Item 107.06, Sanitary Provisions.
- gg. Item 107.07, Public Convenience and Safety.
- hh. Item 107.08, Bridges Over Navigable Waters.
- ii. Item 107.09, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.
- jj. Item 107.10, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete, and all references to Items 109.11 and 109.12 are deleted.



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- kk. Item 107.11, Contractor's Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.
- ll. Item 107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner's representative and, if there is no Owner's representative, to the Engineer. Reference to the "State of Ohio, Department of Transportation" shall mean the Owner.
- mm. Item 107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, "When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier".
- nn. Item 107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.
- oo. Item 107.15, Contractor's Responsibility for Work, provided that reference to "Final Inspection according to 109.12.A" shall mean "Final Completion." and all references to Item 108 are deleted.
- pp. Item 107.17, Furnishing Right-of-Way.
- qq. Item 107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.
- rr. Item 107.20, Civil Rights.
- ss. Item 107.21, Prompt Payment.
- tt. Item 108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner with information or reports on DBE participation unless the Contract Documents otherwise require such reports or information. Additionally, unless otherwise provided in the Contract Documents, the 50% self-contracting requirement in the first sentence is waived.
- uu. Item 108.04, Limitation of Operations.
- vv. Item 108.05, Character of Workers, Methods, and Equipment.
- ww. Item 108.10, Payroll Records.
- xx. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.
- yy. Item 109.02, Measurement Units.
- zz. Item 109.03, Scope of Payment.
- aaa. (Reserved.)
- bbb. Item 109.05, Extra Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall require the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department



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

- ccc. 109.06, Directed Acceleration.
- ddd. (Reserved.)
- eee. 109.08, Unrecoverable Costs.

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

- a. All references to Division 100 Items in Divisions 200 through 700 shall be to the Division 100 Items as modified in this Supplement.
- b. Where Division 100 Items are referred to in Divisions 200 through 700 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.
- c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.
- d. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified Standard General Conditions.
- e. In Item 624.04, the reference to item 109.09 shall be governed by the payment provisions in the Modified Standard General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified Standard General Conditions. In this regard, the basis for payment of mobilization costs will be as provided in Item 624.04.
- f. General to Divisions 200 through 700. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

END OF ODOT SUPPLEMENT

Appendix B

PREVAILING WAGE PROJECT FORMS & REQUIREMENTS FOR CONTRACTORS

This is a **Davis Bacon** Prevailing Wage Project and I will need documentation from all contractors/subcontractors working on this project. The required documentation must be submitted for each contractor prior to them beginning their work on the project. I am including copies of forms and documents I will need from you and all subcontractors. Please pass all this information on to all subcontractors. I will contact you for anything that I need from a subcontractor.

Contractor Profile Form: Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. This requirement applies to all contractors/subcontractors. The form submitted **must be the original signed document.**

Employee Payroll Authorization Form: This form must be completed on company letterhead for each employee that works on the job site. This form is required for BOTH union and non-union companies. The submitted forms **must be the original signed document with INK signature.**

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

Payroll Dates form- Must be submitted to the Prevailing Wage Coordinator (PWC) on or before the date your company starts work under the contract. This requirement applies to all contractors/subcontractors.

Certified Payroll- The first certified payroll must be sent to the Prevailing Wage Coordinator within two weeks of 1st pay period on the job, all payrolls after the first payroll must be sent weekly to the Prevailing Wage Coordinator. **ALL CERTIFIED PAYROLLS SUBMITTED MUST HAVE ORIGINAL INK SIGNATURE.** If paying Fringe Benefits in “cash”, include the payment of fringes in the base Rate of Pay. If paying Fringe Benefits into bona fide “plans, Funds or Programs” –list the amounts paid into each plan/program on the certified payroll. If the payroll form you use does not have sections for Fringe Benefits, you must provide the information in the remarks section on the payroll or as an attachment to the certified payroll. Any payroll form/document the contractor uses must provide all the required information as listed on the WH 347 payroll form. (You must provide the original signed documents to the Prevailing Wage Coordinator before you will receive your final payment)

Affidavit of Compliance- When each contractor/subcontractor has completed their work on site they are required to submit a Final Affidavit of Compliance with original INK signatures before

they receive their final payment and any retainer. **(Must send Prevailing Wage Coordinator original signed document)**

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

Subcontractors- If any subcontractors will be used during this project a list of subcontractors including their name, address, and phone number must be provided to the Prevailing Wage Coordinator by the primary contractor.

If you have any questions or need more information, please contact me.

Cheryl Southwell
218 Cleveland Ave SW 4th Floor
Canton, Ohio 44702
330-438-4183 Office
330-489-3499 Fax
cheryl.southwell@cantonohio.gov

CONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

Telephone: (____) ____ - ____ Fax: (____) ____ - ____

Federal Tax ID #: _____ State Tax ID #: _____

Our contract is with _____ in the amount of \$ _____
 for _____
 (identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____
 (Please attach additional sheets if multiple subcontractors)

Person(s) authorized to sign (certify) Payroll reports: 1) _____
 2) _____

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

| Work Classification from wage decision (include group number, if applicable) | Base Rate of Pay | Fringe | Total Wage (including Fringe) |
|--|------------------|--------|-------------------------------|
| | | | |
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The fringe benefit payment will be (check A, B or C below):

(A) _____ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

| Benefit | Amount |
|-----------------------------|--------|
| Vacation and Holiday | |
| Union Dues | |
| Health and Welfare Benefits | |
| Pension | |
| Annuity | |
| Other (Identify) | |
| | |

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: (____) ____ - ____

(B) _____ paid directly (with the pay check) to each worker in the amount of \$ _____

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:
*****If requested, copies of benefit plans to be submitted for review/approval.*****

| Benefit | Amount |
|------------------|--------|
| Pension | |
| Medical | |
| Dental | |
| Other (Identify) | |

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) ____ - ____ Acct. #: _____

Apprenticeship Program: _____

Your company is: _____ union _____ non-union

Your company pays all employees: _____ weekly _____ bi-weekly

Is this a sole proprietorship or partnership business? Yes _____ No _____

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

COMPANY LETTERHEAD

PROJECT NAME: _____

PROJECT NUMBER: _____

EMPLOYEE NAME: _____

PAYROLL DEDUCTION AUTHORIZATION:

I, _____, hereby authorize _____
(employee name) (name of employer/company)

to deduct \$ _____ from my paycheck.
(amount)

This deduction is for: *(must check appropriate item(s))*

_____ Loan Repayment

_____ Retirement

_____ Profit Sharing

_____ Advance

_____ Savings Bonds

_____ Charitable Donations

_____ Insurance Premiums

_____ Other: _____

This deduction is to be made:

_____ One time only

_____ weekly

_____ monthly

_____ times over _____ weeks

_____ Other: _____

Employee's Signature: _____

Date: _____

(You may make payroll deductions as permitted by DOL regulations 29CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e. give up or return to the employer) any of their earnings other than those defined.)

(You need to submit this documentation only one time per employee, unless changes in deduction amount or duration take place.)

PREVAILING WAGE NOTIFICATION to EMPLOYEE

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

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

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

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

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

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

PAYROLL DATES

PREVAILING WAGE LAW

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

_____ will begin performance under contract on
(Name of Contractor)
the _____ project on _____
(Name of Project and Location) (Start Date)
and will conclude work on said project on _____
(Ending Date, if Known)

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

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

Day Pay Period Starts: _____
Day Pay Period Ends: _____
Day that Workers are Paid: _____

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

Contractor Signature

Date

Company Name & Address

Example

PAYROLL DATES PREVAILING WAGE LAW

Example

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

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

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

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

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

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

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

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

Contractor Signature

Donald P. Albrecht Inc.

9/19/12
Date

1025 Brook Ave. N.W.
Massillon, Ohio 44646
Company Name & Address

PAYROLL

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

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



U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS
PROJECT AND LOCATION
PROJECT OR CONTRACT NO.
FOR WEEK ENDING
PAYROLL NO.
OMB No.: 1235-0008
Expires: 01/31/2015

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) EMPLOYER'S IDENTIFICATION NUMBER | (3) WORK CLASSIFICATION | (4) DAY AND DATE | | | | | | | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | (9) NET WAGES PAID FOR WEEK | |
|--|---|-------------------------------|-----------------------|----|----|--|--|--|--|-----------------------|----------------------------------|-------------------------|------|-------|---|---------------------|
| | | | HOURS WORKED EACH DAY | | | | | | | | | WITH- HOLDING TAX | FICA | OTHER | | TOTAL DEDUCTIONS |
| | | | OT | DR | ST | | | | | | | | | | | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. § 3.5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to 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.

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

Public Burden Statement
(Over)

Date _____

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

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work) that during the payroll period commencing on the _____ day of _____ and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That _____ (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

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

NAME AND TITLE _____ SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OFFICIAL STATEMENT BY A CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

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

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

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

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

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

Use of Section 4(c), Exceptions

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

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

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

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

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

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

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Affidavit of Compliance

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project Name and Location)

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

compliance with prevailing wage requirements of the contract between

_____ and the City of Canton, Ohio.

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

(Signature of Officer or Agent)

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

(Notary Public)

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

Appendix B

"General Decision Number: OH20230001 04/14/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2023 |
| 1 | 02/03/2023 |
| 2 | 03/03/2023 |
| 3 | 04/14/2023 |

* BROH0001-001 06/01/2022

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..... | \$ 31.40 | 18.55 |
| ----- | | |

* BROH0001-004 06/01/2022

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 31.40 | 18.55 |
| ----- | | |

* BROH0003-002 06/01/2022

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..... | \$ 31.40 | 18.55 |
| ----- | | |

BROH0005-003 06/01/2020

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

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER | | |
| BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS..... | \$ 36.64 | 17.13 |
| SANDBLASTERS..... | \$ 36.39 | 17.13 |
| SEWER BRICKLAYERS & STACK BUILDERS..... | | |
| | \$ 36.64 | 17.13 |
| SWING SCAFFOLDS..... | \$ 37.14 | 17.13 |

* BROH0006-005 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

* BROH0007-002 06/01/2022

LAWRENCE

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

* BROH0007-005 06/01/2022

PORTAGE & SUMMIT

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 31.40 | 18.55 |

BROH0007-010 06/01/2017

PORTAGE & SUMMIT

| | Rates | Fringes |
|--------------------|----------|---------|
| MASON - STONE..... | \$ 28.65 | 14.55 |

* BROH0008-001 06/01/2022

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

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 31.40 | 18.55 |

* BROH0009-002 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |
| Refractory..... | \$ 31.45 | 19.01 |

* BROH0010-002 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

* BROH0014-002 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

* BROH0016-002 06/01/2022

ASHTABULA, GEAUGA, and LAKE COUNTIES

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

Bricklayer, Stonemason.....\$ 31.40 18.55

* BROH0018-002 06/01/2022

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

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

* BROH0022-004 06/01/2022

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

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

* BROH0032-001 06/01/2022

GALLIA & MEIGS

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

* BROH0035-002 06/01/2022

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

* BROH0039-002 06/01/2022

ADAMS & SCIOTO

Rates Fringes

Bricklayer, Stonemason.....\$ 31.40 18.55

* BROH0040-003 06/01/2022

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,

WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.49 | 23.43 |

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 06/01/2022

| | Rates | Fringes |
|---|----------|---------|
| Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:..... | \$ 31.40 | 18.55 |

 BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 30.40 | 17.66 |

 * BROH0046-002 06/01/2022

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..... | \$ 31.40 | 18.55 |

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

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

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

* BROH0052-001 06/01/2022

ATHENS COUNTY

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

* BROH0052-003 06/01/2022

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

* BROH0055-003 06/01/2022

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 31.40 | 18.55 |

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 05/01/2021

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

| | Rates | Fringes |
|--------------------|----------|---------|
| CARPENTER..... | \$ 30.28 | 20.08 |
| Diver..... | \$ 39.41 | 10.40 |
| PILEDRIVERMAN..... | \$ 30.28 | 20.08 |

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 05/23/2022

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

| | Rates | Fringes |
|--------------------|----------|------------|
| CABLE SPLICER..... | \$ 38.98 | 18.96 |
| ELECTRICIAN..... | \$ 44.79 | 4.5%+21.61 |

 ELEC0032-003 12/05/2022

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 34.67 | 21.48 |

ELEC0038-002 04/25/2022

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

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN | | |
| Excluding Sound & Communications Work..... | \$ 40.88 | 22.75 |

FOOTNOTES;

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

ELEC0038-008 04/25/2022

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

| | Rates | Fringes |
|----------------------------------|----------|---------|
| Sound & Communication Technician | | |
| Communications Technician... | \$ 29.30 | 13.29 |
| Installer Technician..... | \$ 28.05 | 13.25 |

FOOTNOTES;

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

ELEC0064-003 11/28/2022

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

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

ELECTRICIAN.....\$ 36.10 18.91

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

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

 ELEC0082-002 12/05/2022

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 34.25 | 21.26 |

 * ELEC0082-006 11/28/2022

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

| | Rates | Fringes |
|-------------------------------------|-------------|---------|
| Sound & Communication Technician | | |
| Cable Puller..... | \$ 13.10 ** | 4.76 |
| Installer/Technician..... | \$ 26.20 | 13.89 |

 ELEC0129-003 02/27/2023

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 39.30 | 18.30 |

 ELEC0129-004 02/27/2023

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 39.30 | 18.30 |

 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 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.29 | 21.15 |

 ELEC0245-001 08/29/2022

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

| | Rates | Fringes |
|-----------------------------|----------|-------------|
| Line Construction | | |
| Equipment Operator..... | \$ 32.37 | 26.5%+7.25 |
| Groundman Truck Driver..... | \$ 19.35 | 7.00+27.25% |
| Lineman..... | \$ 44.22 | 7.00+27.25% |

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

 ELEC0245-003 08/29/2022

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

| | Rates | Fringes |
|--|----------|-------------|
| Line Construction | | |
| Cable Splicer..... | \$ 50.85 | 7.00+27.25% |
| Groundman/Truck Driver..... | \$ 19.35 | 7.00+27.25% |
| Heli-arc Welding..... | \$ 40.76 | 7.00+27.25% |
| Lineman..... | \$ 44.22 | 7.00+27.25% |
| Operator - Class 1..... | \$ 35.38 | 7.00+27.25% |
| Operator - Class 2..... | \$ 28.32 | 7.00+27.25% |
| Traffic Signal & Lighting Technician..... | \$ 39.80 | 7.00+27.25% |

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

 ELEC0245-004 08/29/2022

ERIE COUNTY

| | Rates | Fringes |
|-----------------------------|----------|-------------|
| Line Construction | | |
| Cable Splicer..... | \$ 49.14 | 26.75%+6.75 |
| Cablesplicer..... | \$ 50.85 | 7.00+27.25% |
| Groundman/Truck Driver..... | \$ 19.35 | 7.00+27.25% |
| Lineman..... | \$ 44.22 | 7.00+27.25% |
| Operator - Class 1..... | \$ 35.38 | 7.00+27.25% |
| Operator - Class 2..... | \$ 28.32 | 7.00+27.25% |

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

 ELEC0246-001 10/31/2022

| | Rates | Fringes |
|------------------|----------|-----------|
| ELECTRICIAN..... | \$ 40.50 | 84%+36.47 |

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 05/30/2022

GALLIA & LAWRENCE

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 32.68 | 18.13 |
| ELECTRICIAN..... | \$ 35.85 | 28.25 |

 ELEC0540-005 12/27/2021

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 35.28 | 22.63 |

 ELEC0573-003 11/28/2022

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.70 | 20.94 |
| ----- | | |
| ELEC0575-001 11/21/2022 | | |

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..... | \$ 36.00 | 21.14 |
| ----- | | |
| ELEC0648-001 08/29/2022 | | |

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| CABLE SPLICER..... | \$ 30.50 | 18.23 |
| ELECTRICIAN..... | \$ 33.00 | 21.44 |
| ----- | | |
| ELEC0673-004 01/01/2023 | | |

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..... | \$ 35.15 | 23.41 |
| ----- | | |
| ELEC0683-002 05/30/2022 | | |

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

UNION COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 37.50 | 23.15 |
| ELECTRICIAN..... | \$ 36.50 | 23.15 |

 ELEC0688-003 05/30/2022

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.30 | 21.83 |

 ELEC0972-002 06/01/2021

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

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 37.35 | 27.81 |
| ELECTRICIAN..... | \$ 34.30 | 27.62 |

 ELEC1105-001 05/30/2022

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 35.25 | 22.18 |

 ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEauga, LAKE, LORAIN, MEDINA,

PORTAGE, and SUMMIT COUNTIES

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 38.63 | 15.20 |
| GROUP 2..... | \$ 38.53 | 15.20 |
| GROUP 3..... | \$ 37.49 | 15.20 |
| GROUP 4..... | \$ 36.27 | 15.20 |
| GROUP 5..... | \$ 30.98 | 15.20 |
| GROUP 6..... | \$ 38.88 | 15.20 |
| GROUP 7..... | \$ 39.13 | 15.20 |

OPERATING ENGINEER CLASSIFICATIONS

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

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

Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

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

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,
BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,
COSHOCOTON, 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; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum

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

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

GROUP 7 - Boom from 180 and over.

 ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

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

| | | |
|----------------|----------|-------|
| ALL OTHER WORK | | |
| GROUP 1..... | \$ 32.69 | 19.66 |
| ALL OTHER WORK | | |
| GROUP 2..... | \$ 32.42 | 19.66 |
| ALL OTHER WORK | | |
| GROUP 3..... | \$ 28.87 | 19.66 |
| ALL OTHER WORK | | |
| GROUP 4..... | \$ 25.58 | 19.66 |
| ALL OTHER WORK | | |
| GROUP 5..... | \$ 22.75 | 19.66 |

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

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

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

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2022

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

Rates Fringes

IRONWORKER
Ornamental, Reinforcing, &

Structural.....\$ 34.33 27.51

IRON0017-010 05/01/2022

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

Rates Fringes

IRONWORKER

Structural, including
metal building erection &
Reinforcing.....\$ 34.33 27.51

IRON0044-001 06/01/2022

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

Rates Fringes

IRONWORKER, REINFORCING.....\$ 32.37 22.30
Beyond 30-mile radius of
Hamilton County Courthouse..\$ 28.67 21.20
Up to & including 30-mile
radius of Hamilton County
Courthouse.....\$ 27.60 20.70

IRON0044-002 06/01/2022

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

Rates Fringes

IRONWORKER

| | | |
|-----------------------------|----------|-------|
| Fence Erector..... | \$ 30.28 | 22.30 |
| Ornamental; Structural..... | \$ 31.87 | 22.30 |

 * IRON0055-003 07/01/2022

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..... | \$ 24.60 | 22.87 |
| Flat Road Mesh..... | \$ 29.77 | 21.30 |
| Tunnels & Caissons Under Pressure..... | \$ 29.77 | 21.30 |
| All Other Work..... | \$ 31.25 | 26.90 |

 IRON0147-002 06/01/2022

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

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 31.20 | 28.47 |

 IRON0172-002 06/01/2022

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 33.27 | 21.20 |
| ----- | | |
| IRON0207-004 06/01/2022 | | |

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| IRONWORKER | | |
| Layout; Sheeter..... | \$ 32.92 | 26.26 |
| Ornamental; Reinforcing; | | |
| Structural..... | \$ 31.92 | 26.26 |
| Ornamental; Reinforcing..... | \$ 28.92 | 25.61 |
| ----- | | |
| IRON0290-002 06/01/2022 | | |

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

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 31.59 | 23.85 |

 IRON0549-003 12/01/2022

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

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 35.19 | 25.66 |

 IRON0550-004 05/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers:Structural, Ornamental and Reinforcing..... | \$ 30.97 | 21.69 |

 IRON0769-004 06/01/2022

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

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 33.71 | 27.69 |

 IRON0787-003 06/01/2022

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 31.50 | 23.75 |

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES | | |
| GROUP 1..... | \$ 34.95 | 12.10 |
| GROUP 2..... | \$ 35.12 | 12.10 |
| GROUP 3..... | \$ 35.45 | 12.10 |
| GROUP 4..... | \$ 35.90 | 12.10 |
| CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION..... | | |
| | \$ 37.56 | 12.10 |
| CUYAHOGA, GEAUGA & LAKE COUNTIES | | |
| GROUP 1..... | \$ 36.18 | 12.10 |
| GROUP 2..... | \$ 36.35 | 12.10 |
| GROUP 3..... | \$ 36.68 | 12.10 |
| GROUP 4..... | \$ 37.13 | 12.10 |
| REMAINING COUNTIES OF OHIO | | |
| GROUP 1..... | \$ 34.52 | 12.10 |
| GROUP 2..... | \$ 34.69 | 12.10 |
| GROUP 3..... | \$ 35.02 | 12.10 |
| GROUP 4..... | \$ 35.47 | 12.10 |

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill

Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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

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

 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

PAIN007-002 07/01/2021

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

Rates Fringes

PAINTER

NEW COMMERCIAL WORK

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.74 | 18.77 |
| GROUP 2..... | \$ 28.74 | 18.77 |
| GROUP 3..... | \$ 28.74 | 18.77 |
| GROUP 4..... | \$ 28.74 | 18.77 |
| GROUP 5..... | \$ 28.74 | 18.77 |
| GROUP 6..... | \$ 28.74 | 18.77 |
| GROUP 7..... | \$ 28.74 | 18.77 |
| GROUP 8..... | \$ 28.74 | 18.77 |
| GROUP 9..... | \$ 28.74 | 18.77 |

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

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 12/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridges; Locks; Dams; Tension Towers; & Energized Substations..... | | |
| | \$ 34.81 | 22.47 |
| Power Generating Facilities.. | \$ 31.66 | 22.47 |

PAIN0249-002 06/01/2020

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| GROUP 1 - Brush & Roller.... | \$ 24.17 | 11.22 |
| GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes..... | | |
| | \$ 24.17 | 11.22 |
| GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement..... | | |
| | \$ 24.92 | 11.22 |
| GROUP 4 - Steeplejack Work.. | \$ 25.12 | 11.22 |
| GROUP 5 - Coal Tar..... | \$ 25.67 | 11.22 |
| GROUP 6 - Bridge Equipment | | |

| | | |
|--|----------|-------|
| Tender & or Containment Builder..... | \$ 32.88 | 11.22 |
| GROUP 7 - Tanks, Stacks & Towers..... | \$ 27.81 | 11.22 |
| GROUP 8 - Bridge Blaster, Rigger..... | \$ 35.88 | 11.22 |

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 12/01/2021

BELMONT, HARRISON and JEFFERSON COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Bridges, Locks, Dams, Tension Towers & Energized Substations..... | \$ 34.44 | 18.19 |
| Power Generating Facilities. | \$ 32.29 | 18.19 |

PAIN0476-001 06/01/2021

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 25.79 | 15.81 |
| GROUP 2..... | \$ 33.10 | 15.81 |
| GROUP 3..... | \$ 26.00 | 15.81 |
| GROUP 4..... | \$ 27.12 | 15.81 |

| | | |
|--------------|----------|-------|
| GROUP 5..... | \$ 27.79 | 15.81 |
| GROUP 6..... | \$ 26.69 | 15.81 |
| GROUP 7..... | \$ 27.79 | 15.81 |

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 31.95 | 17.05 |
| GROUP 2..... | \$ 33.47 | 17.05 |
| GROUP 3..... | \$ 34.99 | 17.05 |
| GROUP 4..... | \$ 37.97 | 17.05 |

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

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 06/01/2022

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

| | Rates | Fringes |
|-----------------------|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 25.08 | 16.72 |
| Structural Steel..... | \$ 26.68 | 16.72 |

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

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

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

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

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

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 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing..... | \$ 23.50 | 15.45 |
| Brush & Roller..... | \$ 28.18 | 15.45 |
| Spray; Tank Interior & Exterior..... | \$ 23.50 | 15.45 |

PAIN1020-002 06/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 26.20 | 15.00 |
| Drywall Finishing & Taping.. | \$ 24.90 | 15.00 |
| Lead Abatement..... | \$ 27.95 | 15.00 |
| Spray, Sandblasting Pressure Cleaning, & Refinery..... | \$ 26.95 | 15.00 |
| Swing Stage, Chair, Spiders, & Cherry Pickers... | \$ 25.47 | 15.00 |
| Wallcoverings..... | \$ 23.80 | 15.00 |

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 06/01/2020

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

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

PAINTER

| | | |
|---|----------|-------|
| Bridges..... | \$ 34.64 | 14.40 |
| Brush; Roller..... | \$ 25.16 | 14.40 |
| Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work..... | \$ 25.86 | 14.40 |
| Spray..... | \$ 25.66 | 14.40 |
| Stacks; Tanks; & Towers..... | \$ 28.67 | 14.40 |
| Structural Steel & Swing Stage..... | \$ 25.46 | 14.40 |

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

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

PLAS0132-002 06/01/2022

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

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 29.25 | 14.69 |

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 07/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 34.42 | 25.47 |
| ----- | | |
| PLUM0050-002 07/04/2022 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 44.60 | 28.51 |
| ----- | | |
| PLUM0055-003 05/01/2022 | | |

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER..... | \$ 40.00 | 28.43 |
| ----- | | |
| PLUM0083-001 07/01/2017 | | |

BELMONT & MONROE (North of Rte. #78)

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 32.16 | 31.51 |
| ----- | | |
| PLUM0094-002 05/01/2022 | | |

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 36.83 | 22.99 |
| ----- | | |
| PLUM0120-002 05/02/2022 | | |

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

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 44.07 | 28.34 |

 PLUM0162-002 06/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 36.47 | 26.80 |

 PLUM0168-002 06/01/2022

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 38.02 | 34.09 |

 PLUM0189-002 06/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 43.25 | 26.94 |

 PLUM0219-002 06/01/2022

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 41.22 | 26.64 |

PLUM0392-002 06/01/2022

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 36.71 | 24.89 |

PLUM0396-001 06/01/2022

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 36.00 | 27.91 |

PLUM0495-002 06/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 31.24 | 34.34 |

PLUM0577-002 06/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 37.56 | 25.73 |

PLUM0776-002 07/01/2022

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 39.33 | 27.68 |

TEAM0377-003 05/01/2021

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 29.74 | 15.70 |
| GROUP 2..... | \$ 30.16 | 15.70 |

TRUCK DRIVER CLASSIFICATIONS

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

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

TEAM0436-002 05/01/2021

CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 30.65 | 16.95 |
| GROUP 2..... | \$ 31.15 | 16.95 |

GROUP 1: Straight & Dump, Straight Fuel

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

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISIO"

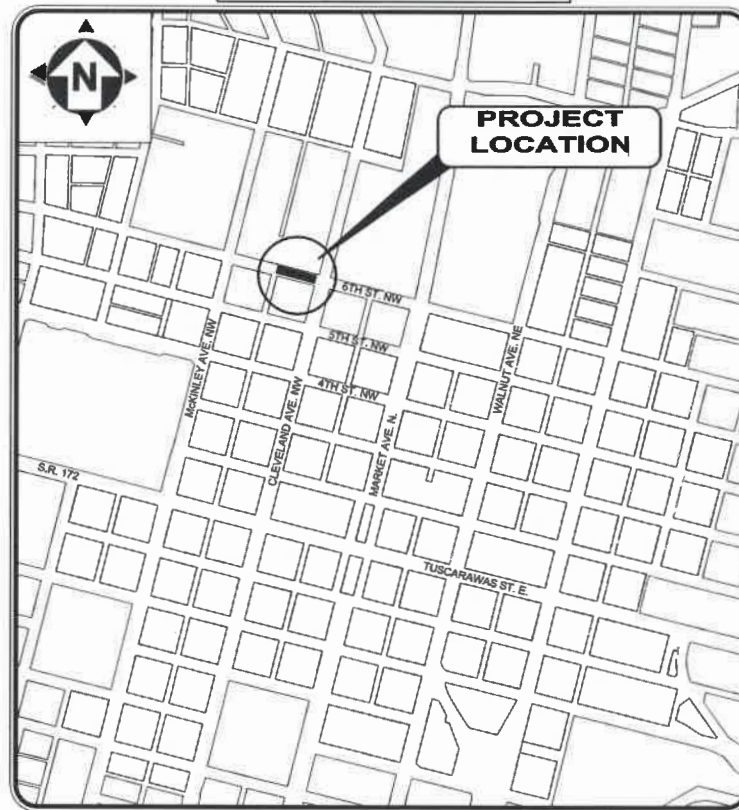
CITY OF CANTON

6TH STREET NW STREETSCAPE

STARK COUNTY, OHIO

APRIL 2023

A310900565-00A



LOCATION MAP
NOT TO SCALE

CANTON CITY OFFICIALS:

MAYOR **THOMAS M. BERNABEI**
SERVICE DIRECTOR **JOHN HIGHMAN**

MEMBERS OF CANTON CITY COUNCIL:
COUNCIL PRESIDENT **WILLIAM SHERER II**

MEMBERS-AT-LARGE **BILL SMUCKLER**
JAMES BABCOCK
LOUIS GIAVASIS

WARD ONE **GREG HAWK**
WARD TWO **BRENDA KIMBROUGH**
WARD THREE **JASON SCAGLIONE**
WARD FOUR **CHRIS SMITH**
WARD FIVE **ROBERT FISHER**
WARD SIX **KEVIN HALL**
WARD SEVEN **JOHN MARIOL II**
WARD EIGHT **PETER FERGUSON**
WARD NINE **FRANK MORRIS**



OUPS DESIGN SERIAL NUMBERS:

A310900565-00A

OUPS ONE CALL-UTILITY LIST:

NATURAL GAS DIST./TRANS.
DOMINION EAST OHIO GAS
320 SPRINGSIDE DR.
AKRON, OHIO 44333
330-664-2439
ATTN: SHELLEY BANAS
shelley.lbanas@dom.com

KNOX ENERGY COOPERATIVE
5900 MAYFAIR ROAD
NORTH CANTON, OHIO 44720
330-498-0130
ATTN: KYLE UNDERWOOD
kunderwood@utilityplpnepd.com

AMERICAN ELECTRIC POWER
825 TECH CENTER DR.
GAHANNA, OHIO 43230
614-552-1183
ATTN: TONY PURSES
ajpurses@aep.com

SPECTRUM
5520 WHIPPLE AVENUE
NORTH CANTON, OHIO 44711
330-908-6096
ATTN: RON FERDINAND
ronald.ferdinand@charter.com

AT&T
50 W. BOWERY, 4TH FLOOR
AKRON, OHIO 44308
330-384-8057
ATTN: VERN LUNTSFORD
vl2567@att.com

STARK COUNTY METROPOLITAN
SEWER DISTRICT (SANITARY)
P.O. BOX 9972
1701 MAHONING ROAD, NE
CANTON, OHIO 44711-9972
PHONE: 330-451-2303
FAX: 330-453-9044
ATTN: JAMES F. TROIKE, P.E.
scsa@co.stark.oh.us

CANTON WATER DEPARTMENT
2884 HARRISBURG ROAD, NE
CANTON, OHIO 44705
330-489-3310
ATTN: LEWIS MILLER
lewis.miller@cantonohio.com

ENERVEST
300 CAPITOL STREET, SUITE 200
CHARLESTON, WV 25301
330-284-9258
ATTN: TOM LORENTZ
tlorentz@enervest.net

AMERICAN ELECTRIC POWER
301 CLEVELAND AVENUE SW
CANTON, OH 44701
330-438-7718
ATTN: RAY ZITNEY
rlzitney@aep.com

STARK COUNTY HEALTH DEPARTMENT
3951 CONVENIENCE CIRCLE N.W.
CANTON, OH 44718
330-493-8904



ENGINEER'S PROJECT
No. 220785

ENGINEERS SEAL:

STATE OF OHIO
Samer S. Awadallah
E-75653
REGISTERED PROFESSIONAL ENGINEER

SIGNED: *[Signature]*
DATE: 4/19/2023

APPROVALS:

SIGNED: *[Signature]* **JAMES J. BENEKOS, P.E., P.S.** **CANTON CITY ENGINEER** DATE: _____

| STANDARD CONSTRUCTION DRAWINGS | | SUPPLEMENTAL SPECIFICATIONS | |
|--------------------------------|----------------|-----------------------------|----------------|
| ODOT | CITY OF CANTON | ODOT | CITY OF CANTON |
| BP-3.1 | 1/21/22 | NO. 24 | 10/6/22 |
| | | NO. 28 | 1/19/18 |
| | | NO. 29 | 9/30/22 |
| | | NO. 32 | 5/13/22 |
| | | NO. 33 | 10/6/22 |
| | | NO. 40 | 5/13/22 |
| | | NO. 42 | 3/4/21 |
| | | | |
| | | | |
| | | | |

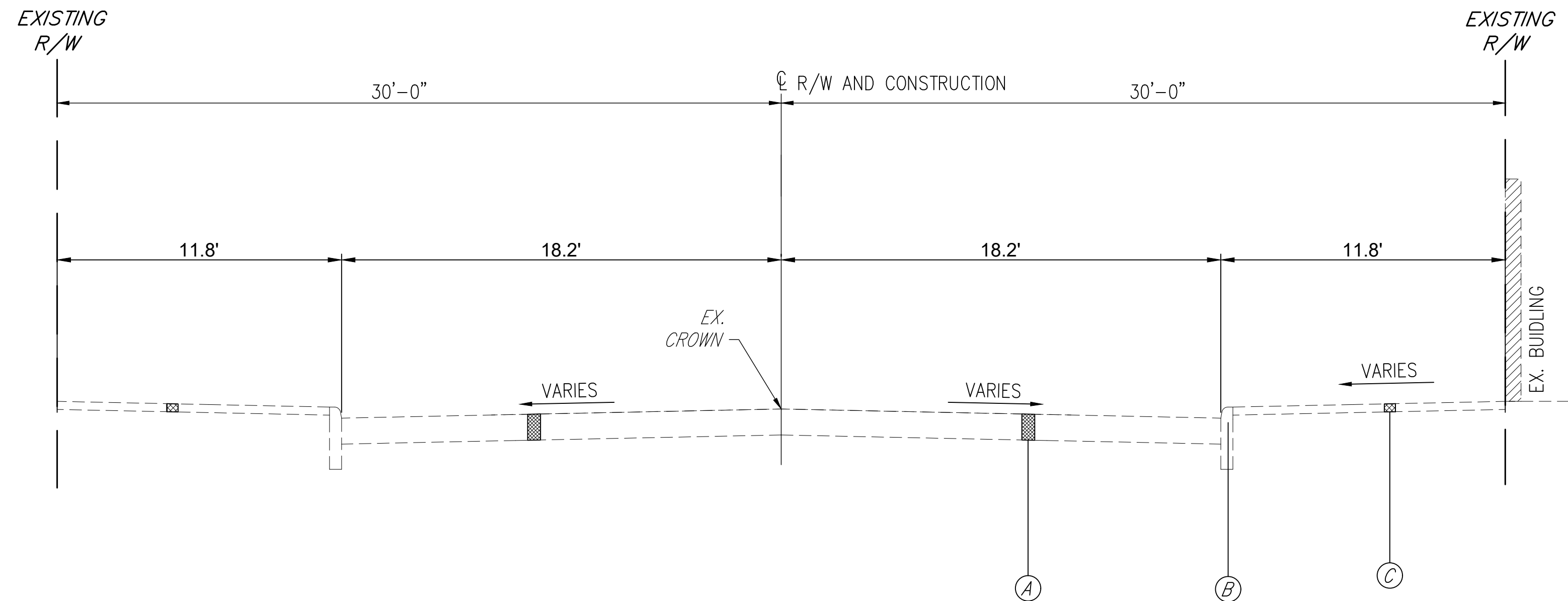
- UNDERGROUND BUILDING SERVICE UTILITY LINES ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, MAINTAINING AND REPLACING AS NECESSARY TO ENSURE CONTINUAL SERVICE TO BUILDINGS.
- THE CONTRACTOR IS RESPONSIBLE TO CALL OHIO UTILITIES PROTECTION SERVICE @ 1-800-382-2764, THREE WORKING DAYS PRIOR TO CONSTRUCTION.

your trusted advisor
consultants
engineers architects planners

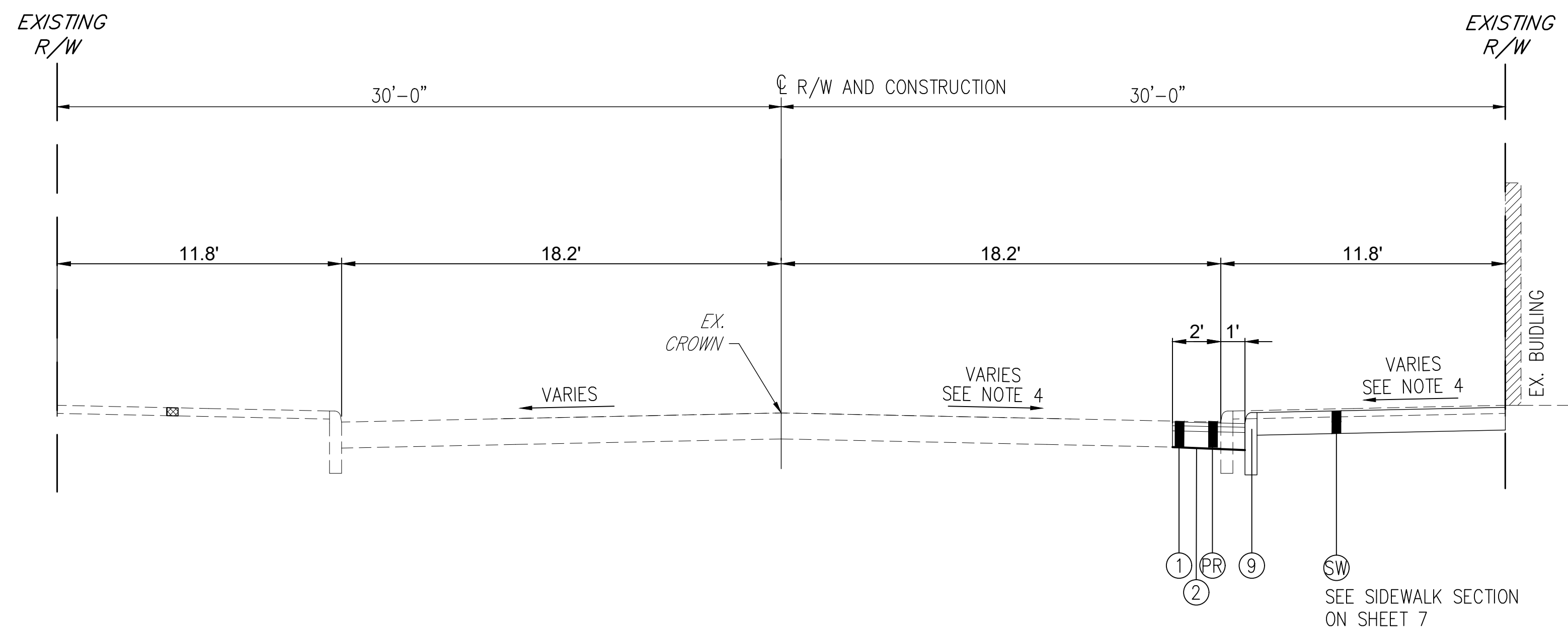
| DATE | REVISION | NO. | ISSUED FOR: | ISSUE DATE: | SCALE: | DESIGNED BY: | DRAWN BY: | CHECKED BY: |
|------|----------|-----|-------------|-------------|----------|--------------|-----------|-------------|
| | | | | 11/22 | AS NOTED | SSA | BEK | BEK |

CITY OF CANTON
6TH STREET NW STREETSCAPE
STARK COUNTY
CITY OF CANTON, OHIO
COVER SHEET

PROJECT NO. **220785**
SHEET NAME **G-1**
SHEET **1** OF **7**



EXISTING SECTION - 6TH STREET NW
DEWALT AVE NW TO CLEVELAND AVE NW



PROPOSED SECTION - 6TH STREET NW
DEWALT AVE NW TO CLEVELAND AVE NW

LEGEND

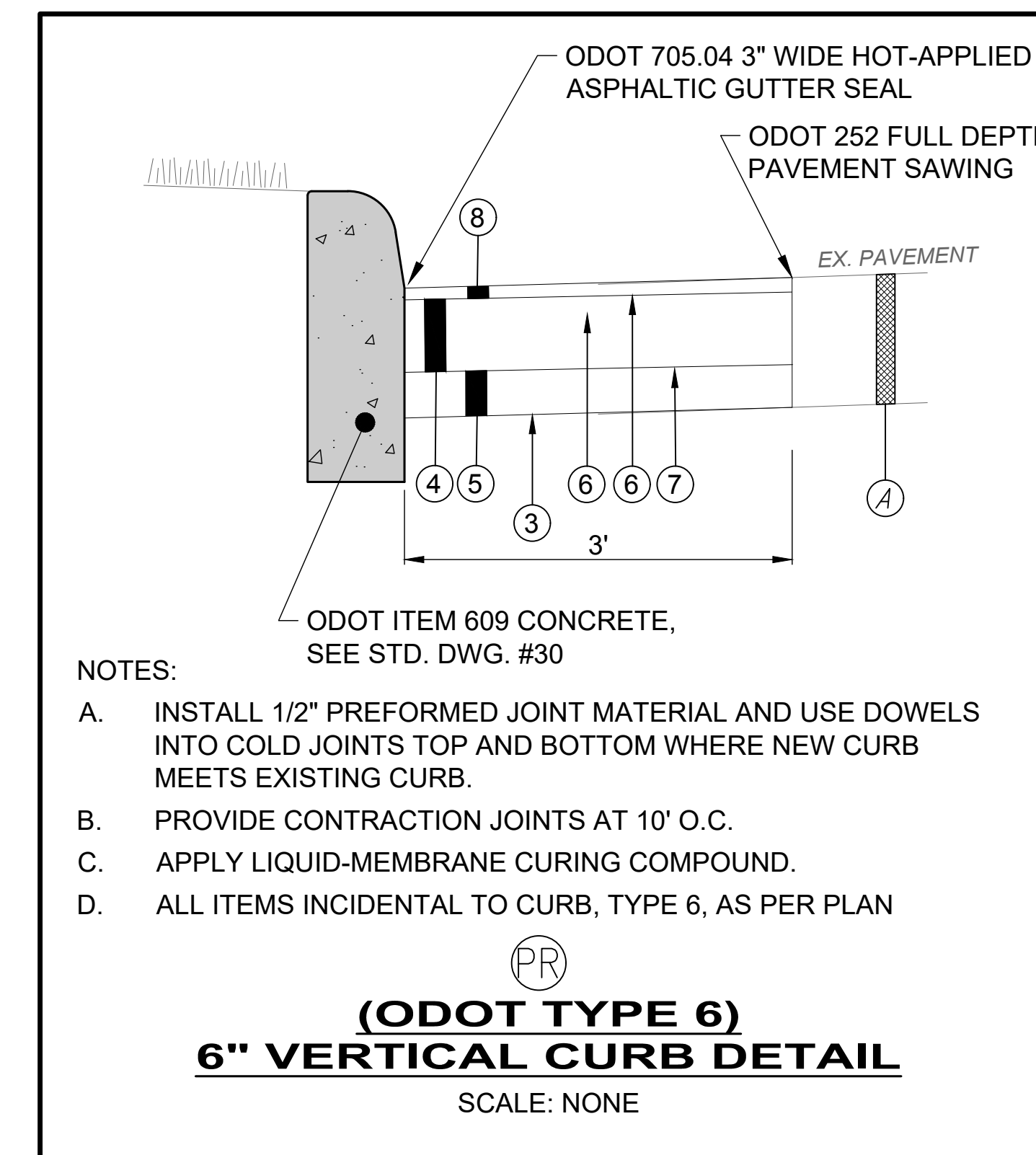
- (A) EXISTING PAVEMENT, THICKNESS UNVERIFIED (SEE NOTE 4)
- (B) EXISTING CONCRETE CURB
- (C) EXISTING CONCRETE WALK, UNKNOWN THICKNESS

- (1) ITEM 252 - PAVEMENT REMOVED
- (2) ITEM 203 - EXCAVATION AND EMBANKMENT (SEE NOTE 3)
- (3) ITEM 204 - SUBGRADE COMPACTION
- (4) ITEM 452 - 6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QCIP
- (5) ITEM 304 - 4" AGGREGATE BASE
- (6) ITEM 407 - TACK COAT, APPLIED AT A RATE OF 0.075 GALLON/S.Y.
- (7) ITEM 408 - PRIME COAT (0.4 GAL/SY)

- (8) ITEM 441 - 2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1
- (9) ITEM 609 - CONCRETE CURB (SEE STD. DWG. #30)

NOTES:

1. PAVEMENT BUILDUP IN THIS AREA SHALL CONSIST OF STANDARD CONCRETE WALK AND CITY OF CANTON STREETSCAPE BRICK PAVERS. SEE CANTON STD. DWG NO. 40 FOR BUILDUP OF PAVEMENT SECTION. ACTUAL WIDTH WILL VARY TO MEET EXISTING FACE OF BUILDING OR EXISTING ADJACENT PAVEMENT.
2. COST OF SAWCUTTING SHALL BE INCLUDED IN THE BID PRICE FOR PAVEMENT REMOVAL.
3. COST FOR EXCAVATION AND EMBANKMENT SHALL BE INCLUDED IN THE BID PRICE FOR THE OTHER ITEM NECESSITATING THE WORK.
4. CROSS SLOPE VARIES, SEE GRADING PLAN SHEET 6, FOR GRADING AND ELEVATIONS.



NOTES:

- A. INSTALL 1/2" PREFORMED JOINT MATERIAL AND USE DOWELS INTO COLD JOINTS TOP AND BOTTOM WHERE NEW CURB MEETS EXISTING CURB.
- B. PROVIDE CONTRACTION JOINTS AT 10' O.C.
- C. APPLY LIQUID-MEMBRANE CURING COMPOUND.
- D. ALL ITEMS INCIDENTAL TO CURB, TYPE 6, AS PER PLAN

(ODOT TYPE 6)
6" VERTICAL CURB DETAIL
SCALE: NONE



| NO | REVISION | DATE |
|----|----------|------|
| | | |
| | | |
| | | |
| | | |

| | |
|--------------|----------------|
| ISSUED FOR: | CITY OF CANTON |
| ISSUE DATE: | 11/9/22 |
| SCALE: | AS NOTED |
| DESIGNED BY: | SSA |
| DRAWN BY: | BEK |
| CHECKED BY: | BEK |

| | |
|-------------|--------|
| PROJECT NO. | 220785 |
| DISCIPLINE | |
| SHEET NAME | typ-1 |
| SHEET | 2 |
| OF | 7 |

STORMWATER AND EROSION CONTROL

FOR PROJECTS LESS THAN ONE (1) ACRE OF TOTAL LAND-DISTURBANCE:

AN EPA NPDES CONSTRUCTION STORM WATER PERMIT AND SWP3 IS NOT REQUIRED. HOWEVER, THE DEVELOPER/CONTRACTOR SHALL STILL ENSURE THAT APPROPRIATE PRACTICES ARE IN PLACE TO PROVIDE CONSTRUCTION RUNOFF AND EROSION AND SEDIMENT CONTROLS WITHIN THE PROJECT LIMITS. SUCH PRACTICES MAY INCLUDE THE USE OF SILT FENCE, STORM DRAIN INLET PROTECTION, JUTE MATTING, TEMPORARY SEEDING, MULCHING, CHECK DAMS, CONSTRUCTION ENTRANCES, CONCRETE WASHOUT AREAS, ETC. ALL PRACTICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CURRENT EDITION OF THE OHIO DEPARTMENT OF NATURAL RESOURCES RAINWATER AND LAND DEVELOPMENT MANUAL, AS APPLICABLE.

EROSION AND SEDIMENT CONTROL PRACTICES MUST BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUED INSPECTION AND MAINTENANCE OF ALL PRACTICES AND WILL BE HELD RESPONSIBLE FOR ADDRESSING AND ON-OR OFF-SITE EROSION/SEDIMENT ISSUES RELATED TO THE PROJECT. THE OWNER/CONTRACTOR SHALL ABIDE BY ALL ORDERS ISSUED BY THE CITY PURSUANT TO INSPECTION OF THE PROJECT SITE.

STORM WATER POLLUTION PREVENTION

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE PROPERT MANAGEMENT OF EROSION, SEDIMENT, AND OTHER CONSTRUCTION POLLUTANTS FROM THE PROJECT SITE.

THE CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES (BMPS) AS NECESSARY OR AS DIRECTED BY THE CITY TO CONTROL SEDIMENT, EROSION, AND OTHER CONSTRUCTION-RELATED POLLUTANTS ON THE SITE AND TO PREVENT THE DISCHARGE OF POLLUTANTS FROM ENTERING DRAINAGE SYSTEMS, STREETS, AND ADJACENT PROPERTIES. UNLESS SEPARATE PAY ITEMS ARE PROVIDED, THE USE OF BMPS ARE CONSIDERED INCIDENTAL TO THE PROJECT.

UPON DISCOVERY OF ANY HAZARDOUS MATERIALS ENTERING ANY STORM DRAINAGE SYSTEMS, THE CONTRACTOR SHALL CALL 911 IMMEDIATELY AND SUBSEQUENTLY NOTIFY THE CITY'S PROJECT REPRESENTATIVE.

CONTINUATION OF STORM SEWER SERVICE

STORM SEWERS SHALL BE MAINTAINED WITHOUT INTERRUPTION UNLESS APPROVED BY THE CITY ENGINEER.

REVIEW OF STORM DRAINAGE FACILITIES

BEFORE ANY WORK IS STARTED ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE BY THE CITY, REPRESENTATIVES OF THE CITY AND THE CONTRACTOR, ALONG WITH LOCAL REPRESENTATIVES, SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS WHICH ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION SHALL BE KEPT IN WRITING BY THE CITY.

ALL NEW CONDUITS, INLETS, CATCH BASINS, AND MANHOLES CONSTRUCTED AS PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEAN CONDITION BEFORE THE PROJECT WILL BE ACCEPTED BY THE CITY.

ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE-MENTION PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO THAT AS DETERMINED BY THE ORIGINAL INSPECTION. ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE CORRECTED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT ODOT 611 CONDUIT ITEMS, AS APPLICABLE. IF A PAY ITEM IS NOT AVAILABLE, THE WORK IS CONSIDERED INCIDENTAL TO THE PROJECT.

UNRECORDED STORM WATER DRAINAGE

FURNISH A CONTINUANCE FOR ANY UNRECORDED STORM WATER DRAINAGE ENCOUNTERED AS DIRECTED BY THE CITY ENGINEER.

TRAFFIC

MAINTAINING TRAFFIC

THE CONTRACTOR SHALL MAINTAIN TRAFFIC ADJACENT TO AND THROUGH THE PROJECT AS DESCRIBED BELOW AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE OHIO DEPARTMENT OF TRANSPORTATION MANUAL OF CONSTRUCTION AND MATERIALS SPECIFICATIONS ITEM 614 MAINTAINING TRAFFIC. THE CONTRACTOR SHALL FURNISH, MAINTAIN, AND REMOVE ALL SIGNS, FLAGS, FLAGMEN, WATCHMEN, BARRICADES, SIGN SUPPORTS, CONES, BARRELS, AND INCIDENTALS IN CONFORMANCE WITH THE MOST RECENT REVISIONS OF THE CURRENT EDITION OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. INTERFERENCE WITH VEHICULAR TRAFFIC SHALL BE KEPT TO A MINIMUM AT ALL TIMES. ALL OPEN TRENCHES AND EXCAVATIONS SHALL BE PROTECTED WITH DRUMS, BARRICADES, OR BARRIERS. ACCESS SHALL BE MAINTAINED AT ALL TIMES FOR EMERGENCY AND FIRE DEPARTMENT VEHICLES.

ANY TEMPORARY ROADWAY CLOSING MUST BE APPROVED IN WRITING BY THE CITY TRAFFIC ENGINEER AND ANY OTHER PUBLIC AGENCY HAVING JURISDICTION. THE CONTRACTOR SHALL NOTIFY THE TRAFFIC ENGINEER AT LEAST 72 HOURS IN ADVANCE OF ANY SUCH CLOSINGS FOR PUBLICATION AND EMERGENCY AGENCY NOTIFICATION.

RESIDENTIAL AND BUSINESS AREAS

THE CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL RESIDENCES AND BUSINESSES DURING CONSTRUCTION. IN THE EVENT A DRIVE ACCESS NEEDS TO BE CLOSED, THE CONTRACTOR SHALL GIVE NOTICE OF CLOSURE AND DURATION TO THE PROPERTY OWNER 24 HOURS IN ADVANCE. CONTRACTOR SHALL ARRANGE FOR ALTERNATE PARKING AND REASONABLE ACCESS FOR THOSE PROPERTY OWNERS AFFECTED BY DRIVE CLOSURES.

EXISTING STREET NAME & TRAFFIC CONTROL SIGNS

WHERE WORK REQUIRES THE MOVEMENT OF EXISTING SIGNS (STOP SIGNS, SPEED LIMIT SIGNS, NO PARKING SIGNS, ETC.). THE CONTRACTOR IS REQUIRED TO MAINTAIN THE FUNCTION OF ALL TRAFFIC CONTROL SIGNS. ALL SIGNS REMOVED BY THE CONTRACTOR SHALL BE STORED ON SITE AND REINSTALLED BY THE CONTRACTOR.

EXISTING TRAFFIC SIGNALS

WHERE WORK REQUIRES INTERFERENCE WITH EXISTING SIGNALIZATION IN THE INTERSECTIONS, ALL WORK SHALL BE COORDINATED THROUGH THE CITY ENGINEER. THE CONTRACTOR SHALL NOT ALTER ANY SIGNALIZATION WITHOUT THE CITY ENGINEER'S AUTHORIZATION.

TRAFFIC CONTROL PLAN:

THE CONTRACTOR SHALL SUBMIT TO THE CITY ENGINEER A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH CANTON SUPPLEMENTAL SPECIFICATION 01-00. DETOURS, IF NECESSARY, SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLAN SUBMISSION.

POST CONSTRUCTION INCIDENTALS

RELEASE OF RETAINER/BONDS: REFER TO G.C. 15.06 & 15.07

PRIOR TO THE RELEASE OF RETAINER/CONSTRUCTION BOND BY THE CITY OF CANTON, THE CONTRACTOR SHALL HAVE COMPLETED THE ENGINEER'S PROJECT PUNCHLIST AND SUBMIT FINAL WAIVER OF LIEN, IN ACCORDANCE WITH CITY SS 01-00.

STREETSCAPE

ITEM 625 - PULL BOX, MISC: 725.06 (BY SIZE)

PULL BOXES SHALL BE MANUFACTURED BY CARSON BROOKS, QUAZITE OF SYNERTech OR APPROVED EQUAL. ALL PULL BOXES SHALL INCLUDE A POLYMER CONCRETE RING AND COVER TYPE, OR EQUAL, AND SHALL BE MARKED "TRAFFIC". THE PULL BOX SHALL BE FIBERGLASS REINFORCED POLYESTER, OR EQUAL, WITH INSERTS AND SHALL BE 18" IN DEPTH. EACH PULL BOX SHALL INCLUDE TWO (2) STAINLESS STEEL HEX BOLTS. EACH PULL BOX AND COVER SHALL HAVE A MINIMUM LOAD RATING OF 20,000 POUNDS CAPACITY IN ACCORDANCE WITH THE WESTERN UNDERGROUND COMMITTEE GUIDE 3.6. UNDERDRAINS SHALL NOT BE INSTALLED IN PULL BOXES.

ITEM 625 - CONUIT 2" AND 3", 25.051, AS PER PLAN

ALL CONDUITS AND FITTINGS SHALL BE SCHEDULE 40 PVC. ALL CONDUITS SHALL HAVE PULL WIRE. ALL CONDUITS ENTERING A PULL BOX, POLE, ETC., SHALL NOT EXTEND MORE THAN ONE (1) INCH BEYOND ENTERING THE PULL BOX, POLE, ETC. TRENCHING FOR THE INSTALLATION OF TRAFFIC SIGNAL CONDUIT SHALL BE CONSIDERED INCIDENTAL AND INCLUDED IN THE PAYMENT FOR THE CONDUIT.

EXISTING TRAFFIC SIGNALS

WHERE WORK REQUIRES INTERFERENCE WITH EXISTING SIGNALIZATION IN THE INTERSECTIONS, ALL WORK SHALL BE COORDINATED THROUGH THE CITY ENGINEER. THE CONTRACTOR SHALL NOT ALTER ANY SIGNALIZATION WITHOUT THE CITY ENGINEER'S AUTHORIZATION.

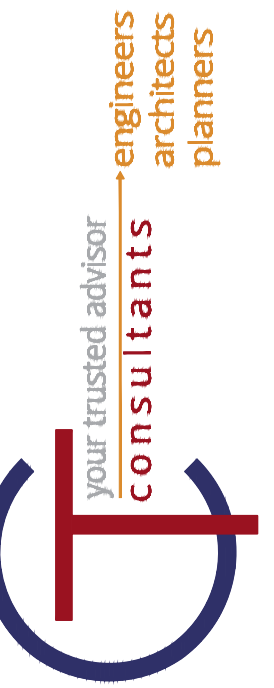
TRAFFIC CONTROL PLAN:

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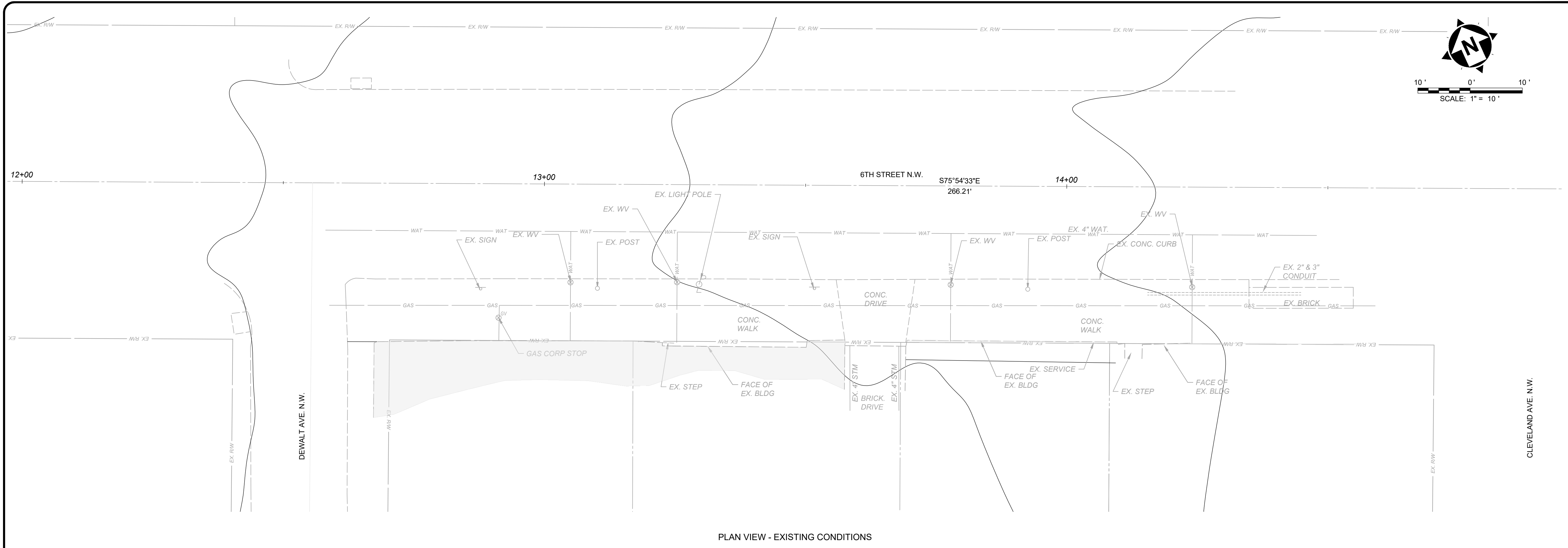


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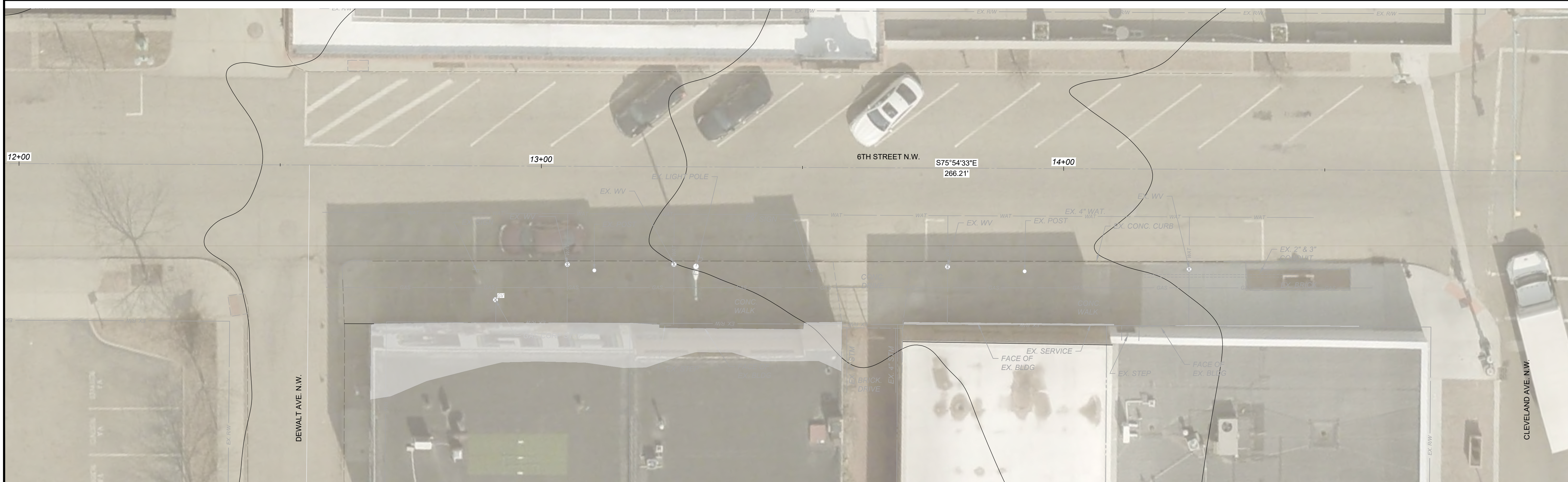
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CITY OF CANTON
6TH STREET NW STREETSCAPE
STARK COUNTY **CITY OF CANTON, OHIO**
GENERAL NOTES

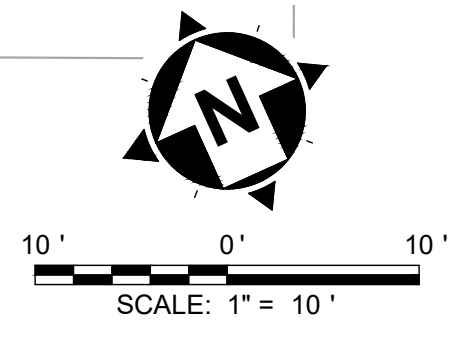
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| SHEET NAME GN-02 | |
| SHEET 4 | OF 7 |



PLAN VIEW - EXISTING CONDITIONS



PLAN VIEW - EXISTING CONDITIONS W/AERIAL PHOTO

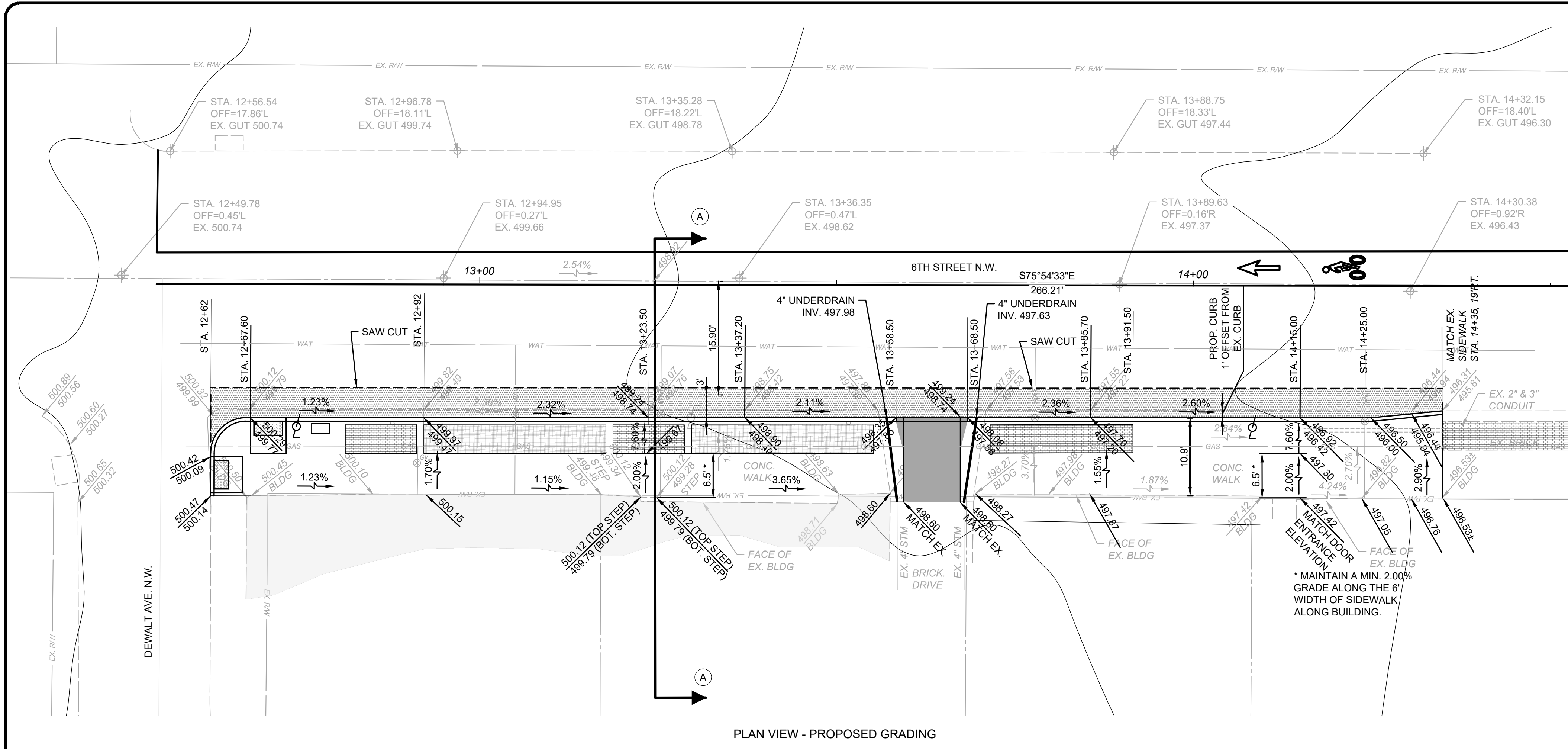


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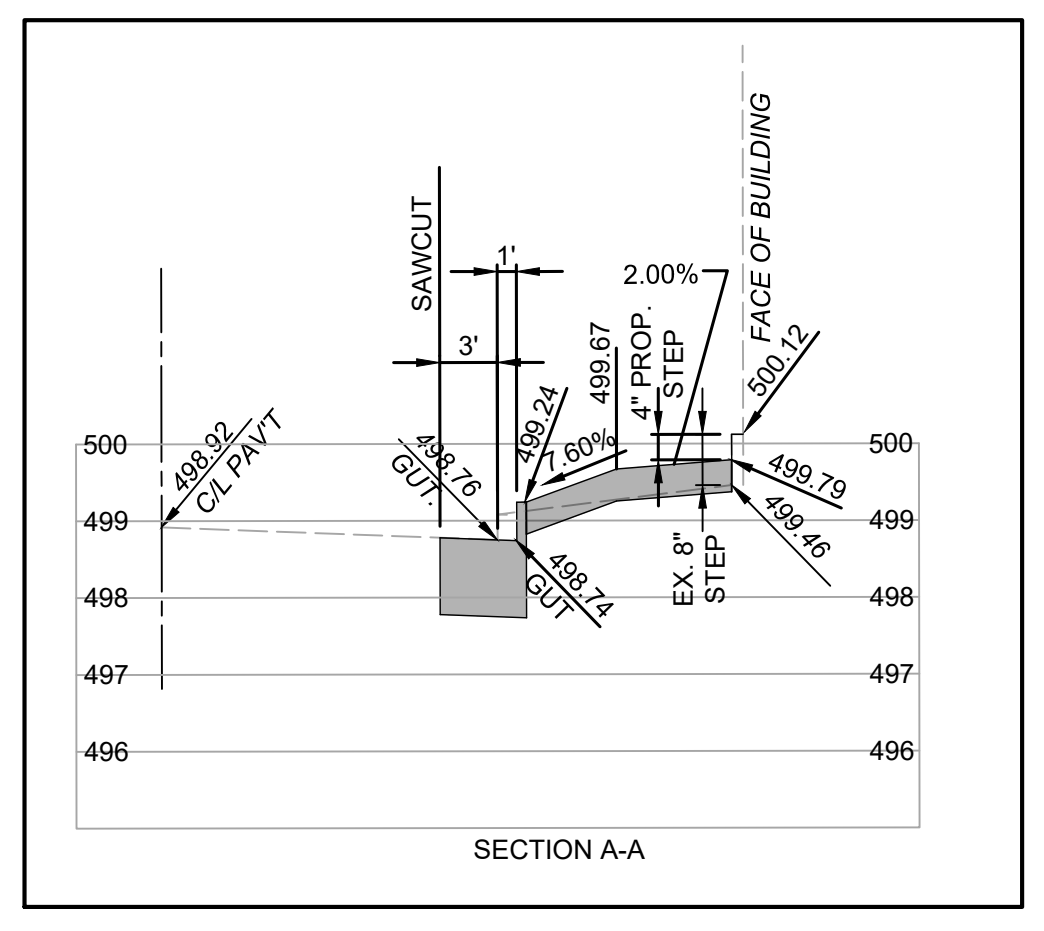
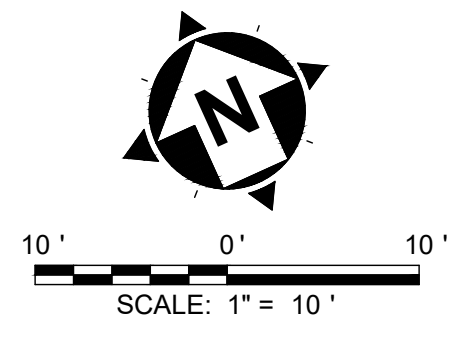
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CITY OF CANTON
6TH STREET NW STREETScape
STARK COUNTY
CITY OF CANTON, OHIO
 PLAN VIEW - EXISTING CONDITIONS

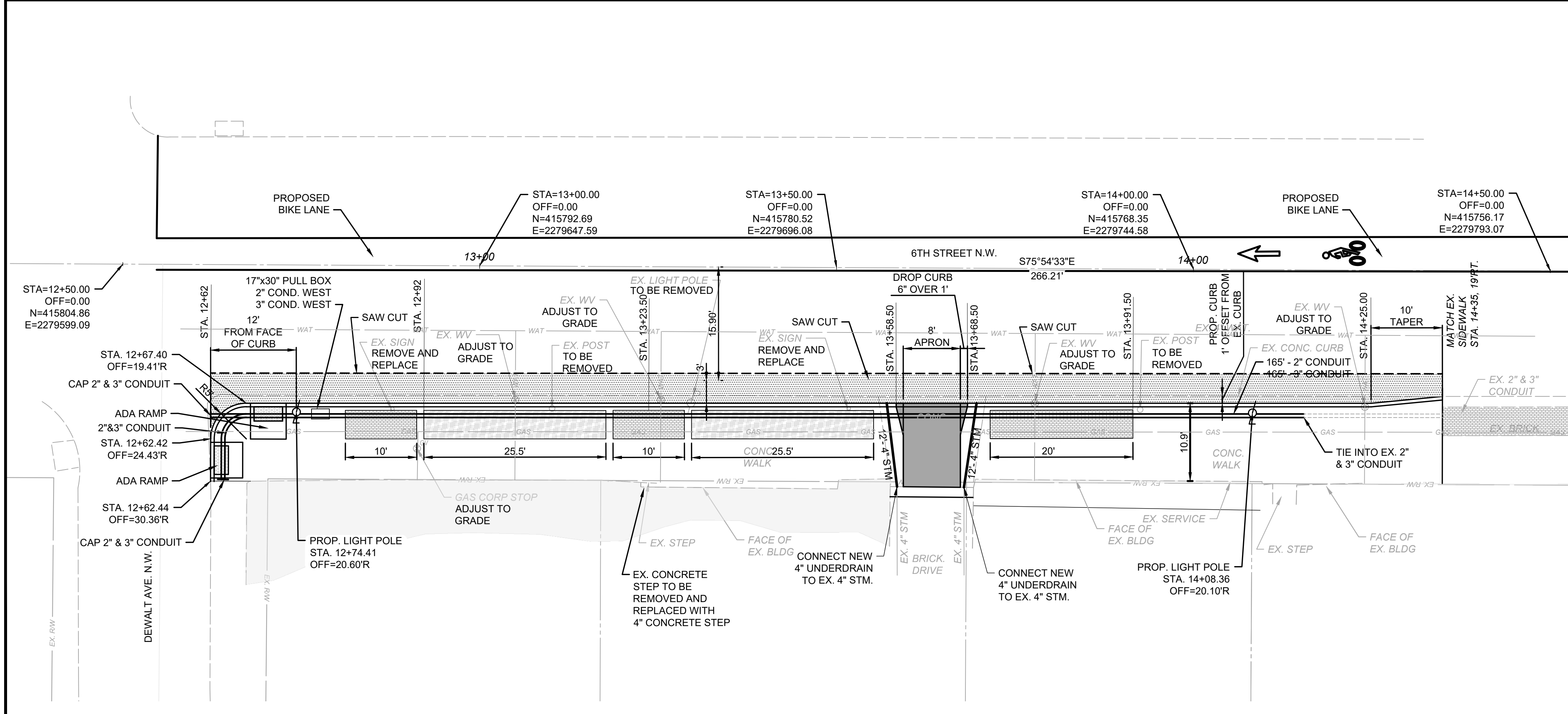
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| PROJECT NO. | 220785 |
| DISCIPLINE | |
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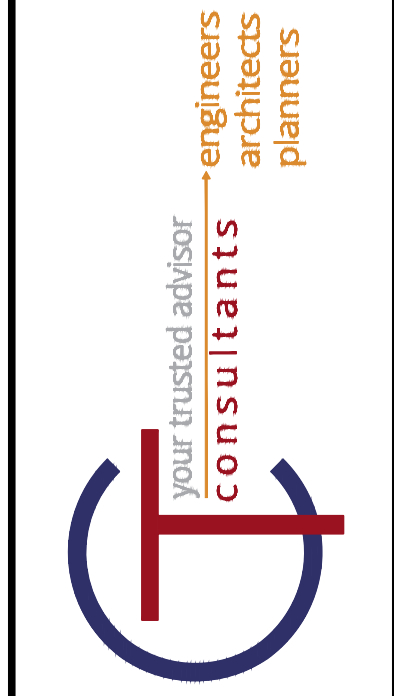
- SAW CUT
- [Pattern] FULL DEPTH PAVEMENT REPLACEMENT
- [Pattern] CONC. DRIVE APRON REMOVE AND REPLACE
- [Pattern] MULCH STRIP
- [Pattern] BRICK/PAVER STRIP



PLAN VIEW - PROPOSED GRADING



PLAN VIEW - STREETSCAPE PLAN



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| ISSUED FOR: | 11/9/22 |
| ISSUE DATE: | AS NOTED |
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| DESIGNED BY: | BEK |
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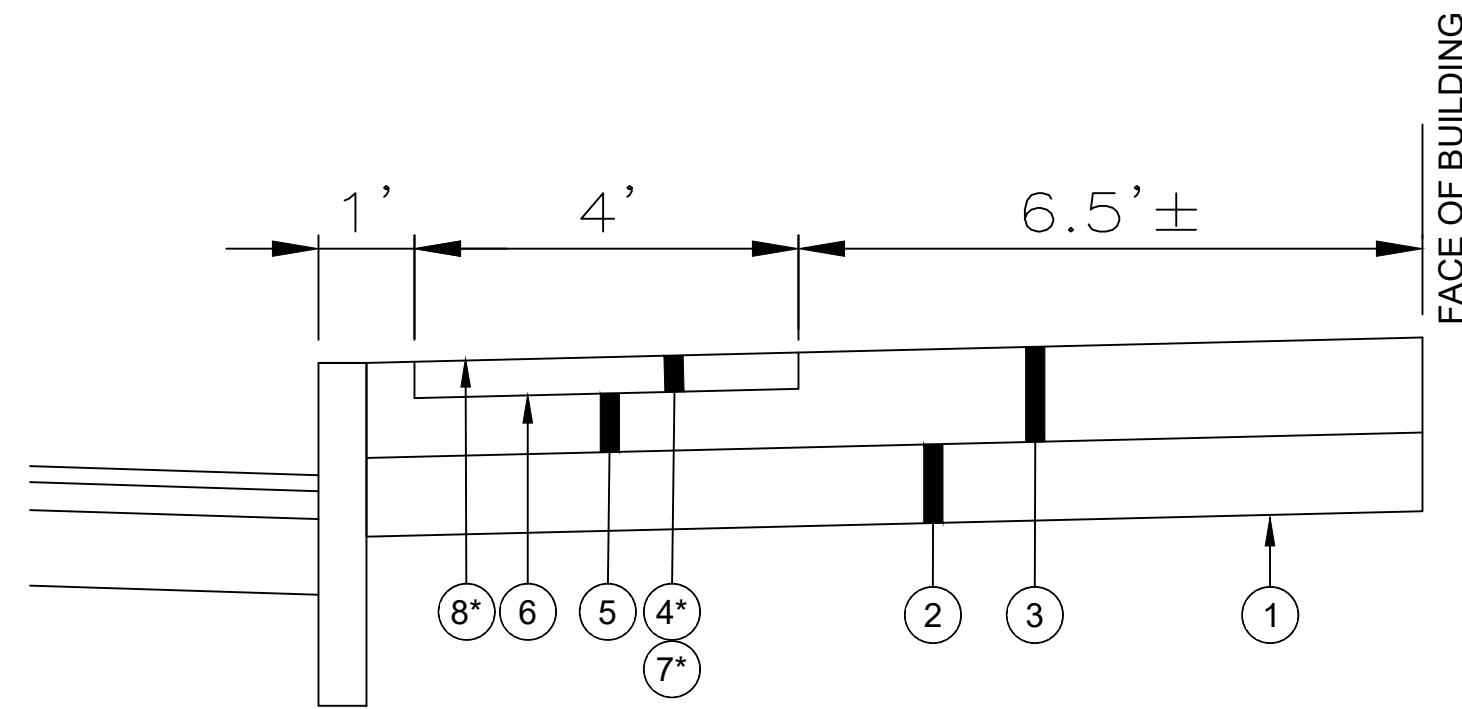
CITY OF CANTON
6TH STREET NW STREETSCAPE
STARK COUNTY
 CITY OF CANTON, OHIO
 PLAN VIEW - PROPOSED GRADING/ STREETSCAPE

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| PROJECT NO. | 220785 |
| DISCIPLINE | |
| SHEET NAME | plan-2 |
| SHEET | 6 |
| OF | 7 |

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NOTES:

1. SEE CITY OF CANTON STANDARD DRAWINGS 40-43 FOR WALKWAY PAVER, CONCRETE WALKWAY, AND STREETSCAPE DETAILS.
2. CROSS SLOPE VARIES, SEE PROPOSED GRADING PLAN
3. CONCRETE WALK AT DRIVEWAYS SHALL BE 7" THICK PER STD. DWG #27 AND #28.



- 1 ITEM 204 - SUBGRADE COMPACTION
- 2 ITEM 304 - 4" AGGREGATE BASE
- 3 ITEM 608 - 5" CONCRETE WALK (SEE STD. DWG. #29) SEE NOTE 3
- 4 ITEM SPEC - 2.25" LANDSCAPING BRICK
- 5 ITEM 608 - 3" CONCRETE WALK (UNDER BRICK STREETSCAPE) SEE NOTE 3
- 6 ITEM SPEC - 1" LEVELING SAND (703.02)
- 7 ITEM 652 - 4" SCREENED TOPSOIL
- 8 ITEM 659 - SEEDING AND MULCHING

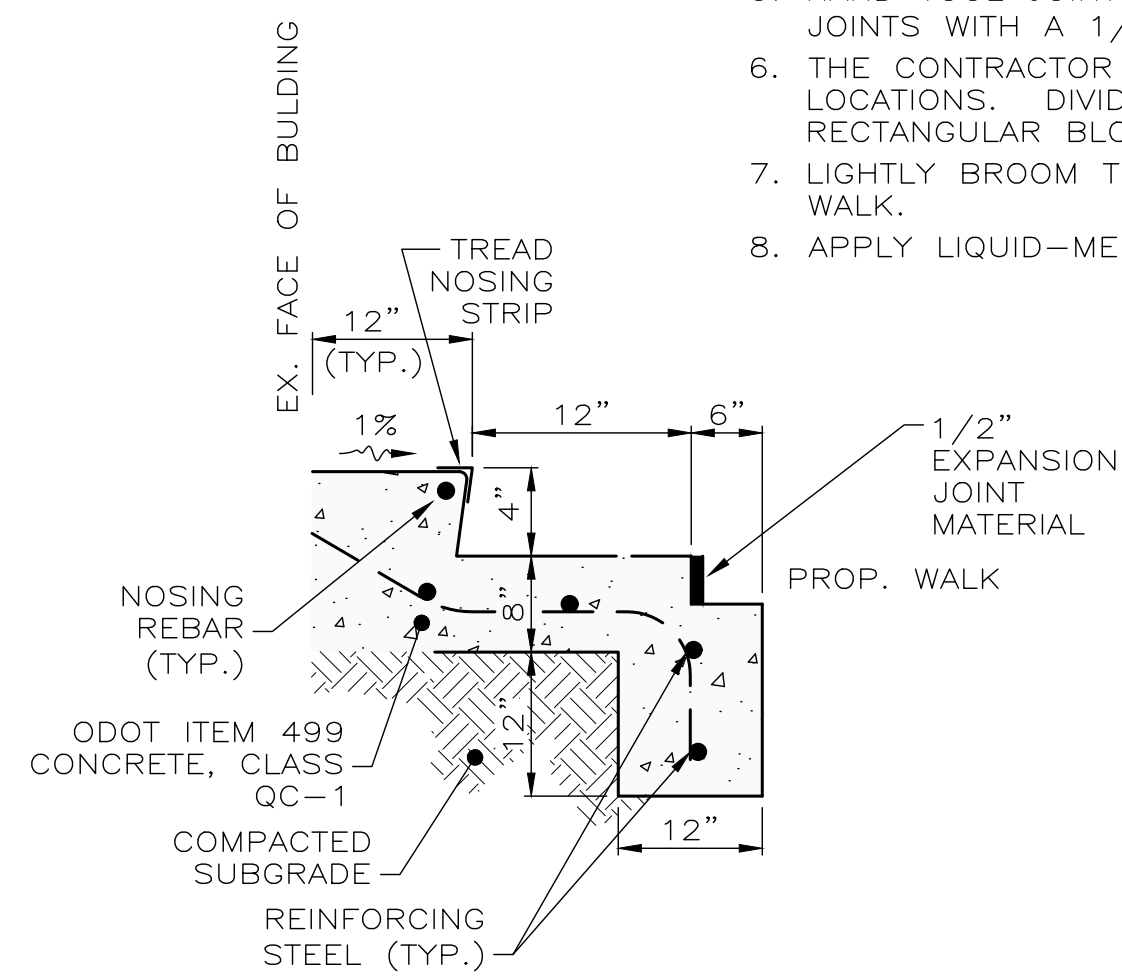
* SEE STREETSCAPE PLAN VIEW FOR LOCATION

(SW)
SIDEWALK SECTION

SCALE: NONE

NOTES:

1. THIS DETAIL IS FOR REFERENCE AND DIMENSION CONTROL ONLY; SEE LAYOUT AND GRADING PLANS FOR ACTUAL CONFIGURATION, WIDTH AND GRADE BREAK LOCATIONS.
2. THIS DETAIL SHOWS THE MINIMUM AND MAXIMUM APPROACH LENGTHS; SEE PLANS FOR ACTUAL LENGTHS.
3. NON-SLIP TREAD NOSING SHALL BE ONE PIECE 3" WIDE ALUMINUM W/ INTEGRAL ANCHORS AND ABRASIVE FILLER. FILLER COLOR YELLOW [OR CHOICE BY ARCHITECT OR OWNER.]
4. REINFORCING BARS SHALL BE NO. 5 BARS PER ASTM A615, GRADE 60, 18" MAX. O.C. AND 3" CLEAR FROM EDGE.
5. HAND TOOL JOINTS AND ROUND ALL EDGES AND JOINTS WITH A 1/4" RADIUS.
6. THE CONTRACTOR SHALL DETERMINE JOINT LOCATIONS. DIVIDE INTO EQUALLY SPACED RECTANGULAR BLOCKS.
7. LIGHTLY BROOM THE FINISH PERPENDICULAR TO WALK.
8. APPLY LIQUID-MEMBRANE CURING COMPOUND.



CONCRETE STEPS DETAIL

SCALE: NONE



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| PROJECT NO. | 220785 |
| DISCIPLINE | |
| SHEET NAME | D-01 |
| SHEET | 7 |
| OF | 7 |

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 304, 703.11, TYPE 1 GRANULAR MATERIAL OR TYPE 2 GRANULAR MATERIAL. ODOT 613, LOW STRENGTH MORTAR OR ALTERNATE GRANULAR MATERIAL ONLY IF APPROVED BY THE CITY ENGINEER (ALSO, SEE NOTE 5). DEVIATIONS FROM SPECIFIED MATERIALS 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.

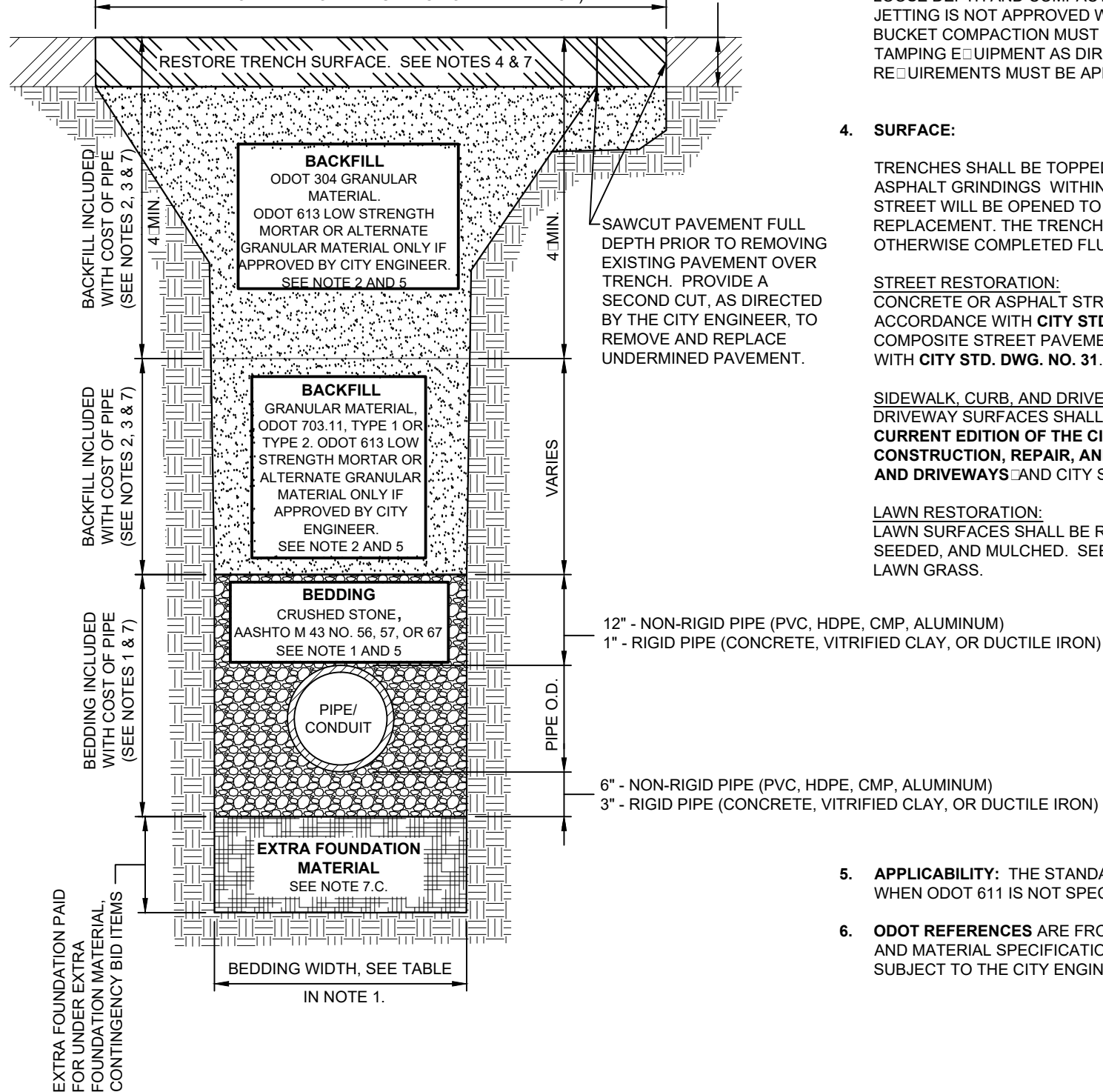
THE CITY ENGINEER FURTHER RESERVES THE RIGHT TO REFUSE ANY ALTERNATE BACKFILL MATERIAL THE CITY FINDS NOT CONSISTENT WITH THE APPROVED SOURCE, GRADATION REPORT, PROCTOR REPORT, OR COMPACTION METHOD.

- 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

| DESCRIPTION | DATE | BY |
|----------------------------|------------|-----|
| REVISION TO NOTES 7 & 8 | 06/04/2012 | CDB |
| REVISION TO NOTES 7 | 06/10/2013 | CDB |
| REVISION TO NOTES 2, 3, 5 | 09/23/2020 | RMB |
| TITLE BLOCK REVISION | 02/26/2021 | GML |
| REVISION TO BACKFILL NOTES | 3/2/2021 | RMB |

STANDARD DRAWING NO. 19

**UTILITY TRENCH
REQUIREMENTS**

CE_19_20210226.DWG

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 $\square 3\text{E}0''$ 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

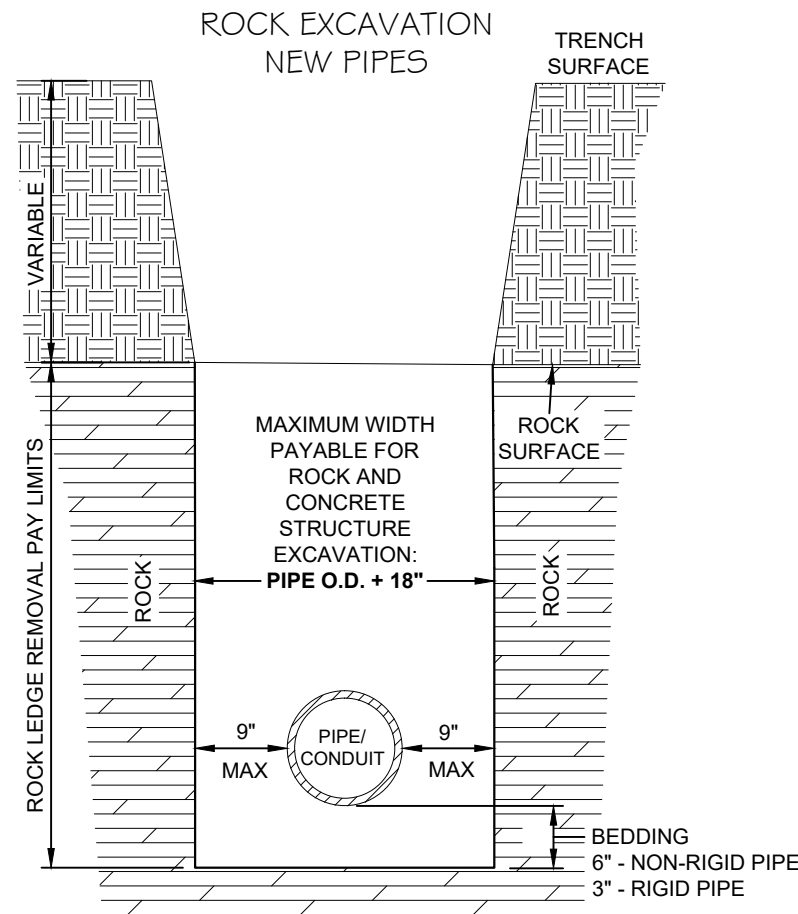
EXCAVATION FOR NEW MANHOLES AND CATCH BASINS, UNLESS OTHERWISE SPECIFIED OR SHOWN ON CONSTRUCTION PLANS, SHALL BE MEASURED BETWEEN VERTICAL PLANES ONE (1) FOOT BEYOND THE OUTSIDE EDGE OF THE FOUNDATION OF THE STRUCTURES ON ALL SIDES, AND PARALLEL THERETO, AND FROM THE SURFACE OF THE ROCK TO THE BOTTOM 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. $\square 18''$), 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.

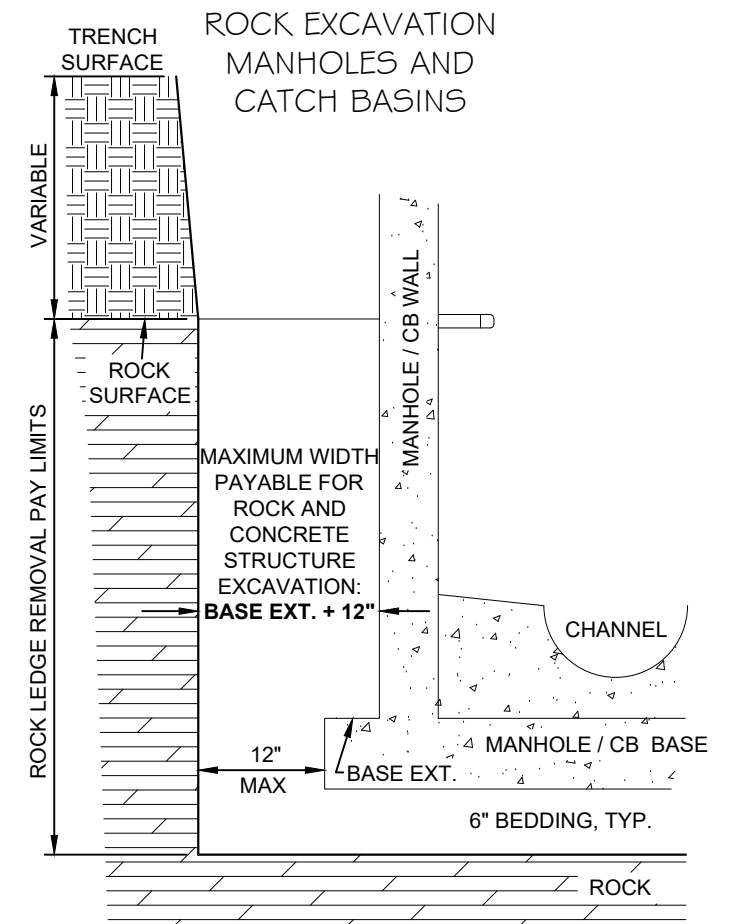
FOR CITY PROJECTS, THE CONTRACTOR SHALL BE PAID FOR ROCK REMOVAL AND CONCRETE STRUCTURE REMOVAL UNDER THE CONTINGENCY BID ITEMS FOR ROCK OR CONCRETE STRUCTURE REMOVAL. IF A CONTINGENCY BID ITEM IS NOT INCLUDED IN THE BID PROPOSAL, THE CONTRACTOR MAY SUBMIT A PROPOSAL (PRIOR TO WORK BEING STARTED) TO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



OFFICE OF THE CITY ENGINEER
CANTON, OHIO

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| REVISION TO NOTES 2, 3, 5 | 09/23/2020 | RMB |
| TITLE BLOCK REVISION | 02/26/2021 | GML |
| REVISION TO BACKFILL NOTES | 3/2/2021 | RMB |

STANDARD DRAWING NO. 19

UTILITY TRENCH
REQUIREMENTS

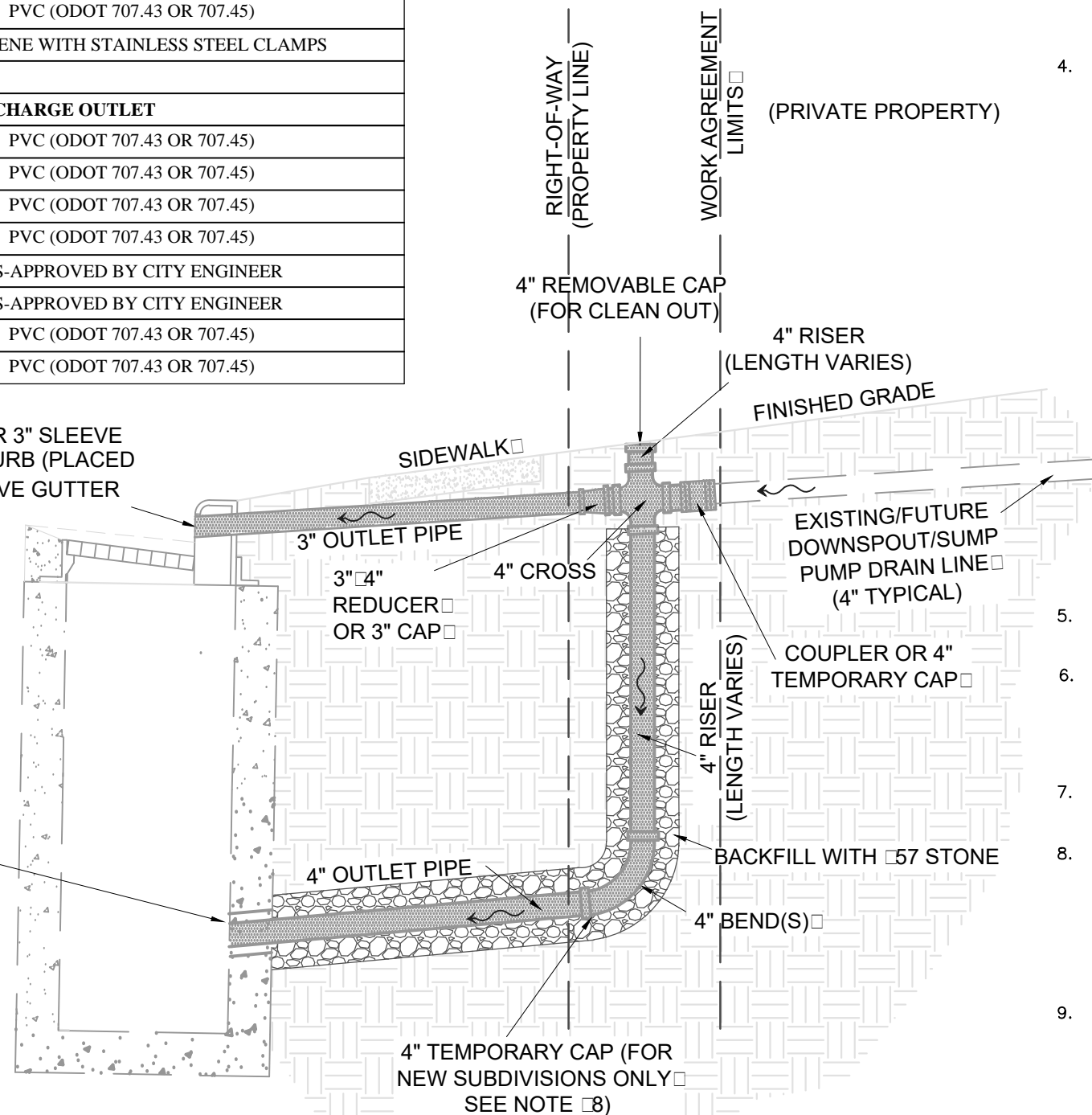
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| COMPONENT | TYPICAL MATERIAL |
|-----------------------------------|--------------------------------------|
| DOWNSPOUT OUTLET | |
| 3" OUTLET PIPE | PVC (ODOT 707.43 OR 707.45) |
| 3" CAP* | PVC (ODOT 707.43 OR 707.45) |
| 3" x 4" REDUCER* | PVC (ODOT 707.43 OR 707.45) |
| 4" DOWNSPOUT* | PVC (ODOT 707.43 OR 707.45) |
| 3" BEND(S)* | PVC (ODOT 707.43 OR 707.45) |
| COUPLER* | NEOPRENE WITH STAINLESS STEEL CLAMPS |
| SUMP PUMP DISCHARGE OUTLET | |
| 4" CROSS | PVC (ODOT 707.43 OR 707.45) |
| 4" RISER | PVC (ODOT 707.43 OR 707.45) |
| 4" BEND(S)* | PVC (ODOT 707.43 OR 707.45) |
| 4" OUTLET PIPE | PVC (ODOT 707.43 OR 707.45) |
| CORE-AND-SEAL BOOT* | AS-APPROVED BY CITY ENGINEER |
| SADDLE* | AS-APPROVED BY CITY ENGINEER |
| TEE OR WYE* | PVC (ODOT 707.43 OR 707.45) |
| 4" CAP* | PVC (ODOT 707.43 OR 707.45) |

* = AS NEEDED. SEE NOTES FOR MORE INFORMATION.

3 1/2" CORE OR 3" SLEEVE THROUGH CURB (PLACED 1/2" TO 1" ABOVE GUTTER LINE.)

SUMP PUMP DISCHARGE OUTLET PREFERRED CONNECTION INTO CATCH BASIN OR MANHOLE



PROFILE VIEW NOT TO SCALE

NOTES:

- REGULATION OF DOWNSPOUTS:** DOWNSPOUT CONSTRUCTION IS GENERALLY REGULATED THROUGH THE CITY BUILDING DEPARTMENT. THE STANDARDS PROVIDED HEREIN APPLY ONLY TO DOWNSPOUT OUTLETS WITHIN CITY RIGHT-OF-WAY. THE CITY ENGINEERING DEPARTMENT DOES NOT REGULATE DOWNSPOUT AND SUMP PUMP DISCHARGE OUTLETS ON PRIVATE PROPERTY.
- OWNERSHIP OF DOWNSPOUTS:** DOWNSPOUT AND SUMP PUMP DISCHARGE OUTLETS AND ALL RELATED COMPONENTS ARE PRIVATELY OWNED AND ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, NOT THE CITY.
- GENERAL RECOMMENDATIONS:** WHEN POSSIBLE, DOWNSPOUT AND SUMP PUMP DISCHARGE OUTLETS SHOULD BE DIRECTED TO DISCHARGE TOWARD A PUBLIC STREET. IN ANY CASE, THEY SHOULD COINCIDE WITH EXISTING DRAINAGE PATTERNS (OR IN ACCORDANCE WITH APPROVED GRADING PLANS), SHOULD ENSURE CONTINUOUS, POSITIVE FLOW AWAY FROM STRUCTURES, AND SHOULD NOT CAUSE ADVERSE FLOODING, EROSION, OR RELATED PUBLIC OR PRIVATE NUISANCE.
- THERE ARE VARIOUS OUTLET DISCHARGE SCENARIOS POSSIBLE:
 - TO A CURBED CITY STREET:** THE STANDARDS AND CONFIGURATIONS SHOWN IN THIS DRAWING APPLY ONLY TO DOWNSPOUT OUTLETS THAT DISCHARGE TO CURBED CITY STREETS. WHEN DOWNSPOUTS ALSO CONTAIN DISCHARGES FROM SUMP PUMPS OR OTHER DRAINAGE SYSTEMS, THE SEPARATE "SUMP PUMP DISCHARGE OUTLET" SHOWN IS REQUIRED AND SHOULD BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING ORDER OF CONNECTION PREFERENCE:
 - INTO A CITY-OWNED STORM DRAIN/CATCH BASIN OR STORM MANHOLE (WHEN AVAILABLE ALONG FRONTAGE OF PROPERTY). CONNECTION INTO A CONCRETE STRUCTURE SHALL BE MADE BY AN APPROVED CORE-AND-SEAL BOOT. CONNECTION INTO A BRICKED STRUCTURE MAY BE MADE AS APPROVED BY THE CITY ENGINEER.
 - "BLIND-TIED" INTO A CITY-OWNED STORM SEWER (WHEN AVAILABLE ALONG FRONTAGE OF PROPERTY). THE CONNECTION SHALL BE ABOVE THE SPRINGLINE OF THE STORM SEWER USING A MANUFACTURED WYE OR TEE, A SADDLE, OR A CORE-AND-SEAL BOOT CONNECTION AS APPROVED BY THE CITY ENGINEER.
 - "BLIND-TIED" INTO A CITY STREET UNDERDRAIN (WHEN AVAILABLE ALONG FRONTAGE OF PROPERTY). THE UNDERDRAIN MUST BE MADE OF RIGID (NOT FLEXIBLE) PIPE. A MANUFACTURED WYE OR TEE SHALL BE INSTALLED ALONG THE UNDERDRAIN TO ACCOMMODATE THE 4" OUTLET PIPE. CONSULT THE CITY ENGINEER WHEN NONE OF THE ABOVE PREFERENCES ARE AVAILABLE.
 - TOWARD A NON-CURBED CITY STREET WITHOUT A ROADSIDE DITCH:** OUTLETS SHOULD DISCHARGE WITHIN THE YARD (PREFERABLY OUTSIDE OF THE PUBLIC RIGHT-OF-WAY) AND FAR ENOUGH AWAY FROM THE EDGE OF PAVEMENT TO ALLOW DISCHARGES TO SOAK INTO THE GROUND AS MUCH AS POSSIBLE.
 - TOWARD A NON-CURBED CITY STREET WITH A ROADSIDE DITCH:** OUTLETS SHOULD DISCHARGE TOWARD OR INTO THE DITCH.
 - TOWARD A CREEK OR OTHER NON-STREET DRAINAGE SYSTEM:** OUTLETS SHOULD DISCHARGE TOWARD OR INTO THE CREEK OR OTHER NON-STREET DRAINAGE SYSTEM. SPECIFIC CONNECTIONS SHOULD BE MADE IN ACCORDANCE WITH THE STANDARDS CONTAINED HEREIN.
- SIDEWALK IMPACTS:** WHEN THE 3" OUTLET PIPE WILL BE WITHIN THE CONCRETE OF A SIDEWALK, THE CONTRACTOR SHALL INSTALL A CONTROL JOINT IN THE SIDEWALK OVER SAID PIPE. THE THICKNESS OF THE CONCRETE SIDEWALK OVER THE PIPE SHALL NOT BE LESS THAN 2".
- PERMIT(S) REQUIRED FROM THE CITY ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION:**
 - A "STREET OPENING PERMIT" IS REQUIRED FOR ANY EXCAVATION WITHIN CITY RIGHT-OF-WAY OR OTHER CITY-OWNED PROPERTY.
 - A "SEWER CONNECTION PERMIT" IS REQUIRED FOR ANY DIRECT CONNECTION OF A DOWNSPOUT OR SUMP PUMP DISCHARGE OUTLET, STORM SEWER, OR OTHER STORM DRAINAGE PIPE TO A CITY-OWNED STORM DRAIN/CATCH BASIN, MANHOLE, STORM SEWER, OR CULVERT.
- FOR CITY PUBLIC WORKS PROJECTS:** PROVIDE DOWNSPOUT AND SUMP PUMP DISCHARGE OUTLET(S) ACCORDINGLY WHEN APPROPRIATE PAY ITEMS ARE PROVIDED IN THE CONSTRUCTION PLANS.
- FOR NEW RESIDENTIAL SUBDIVISIONS:** THE DEVELOPER'S CONTRACTOR SHALL PROVIDE ONE 4" OUTLET PIPE (FOR FUTURE SUMP PUMP DISCHARGES) WITH 4" TEMPORARY CAP FOR DESIGNATED LOTS IN ACCORDANCE WITH APPROVED PLANS. THE CONTRACTOR SHALL INDICATE THE LOCATION OF THE 4" TEMPORARY CAP BY PLACING A STAKE IN THE GROUND LOCATED VERTICALLY ABOVE THE CAP AND CLEARLY MARKING THE STAKE SHOWING THE DEPTH OF THE CAP. THE REMAINING COMPONENTS OF THE SUMP PUMP DISCHARGE OUTLET AS WELL AS THE DOWNSPOUT OUTLET SHALL BE CONSTRUCTED LATER (BY OTHERS) WHEN THE LOT IS BUILT UPON.
- PROHIBITIONS:** ONLY "CLEAN" WATER DISCHARGES ARE ALLOWED. "GREY" WATER, LAUNDRY DISCHARGES, SANITARY SEWER CONNECTIONS, AND OTHER ILLICIT DISCHARGES ARE PROHIBITED TO ANY STORM SEWER OR OTHER STORM WATER CONVEYANCE. CONNECTION OF DOWNSPOUT AND SUMP PUMP DISCHARGE OUTLETS TO SANITARY SEWERS OR SANITARY MANHOLES ARE PROHIBITED. OUTLETS SHALL NOT DISCHARGE DIRECTLY OVER A SIDEWALK.



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: MAR. 2012

APPROVED BY: CDB, RMB

DWG FILE NAME: ce_24_20210208.dwg

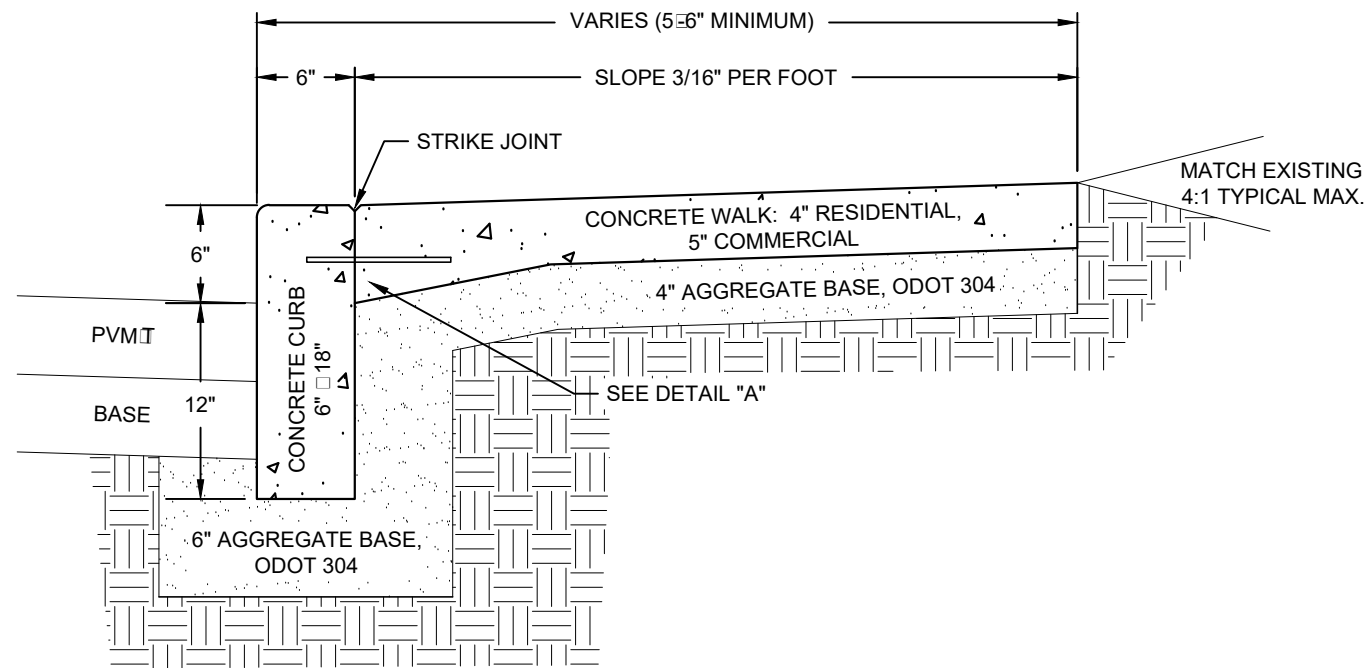
REVISIONS

| DESCRIPTION | DATE | BY |
|-------------|---------|-----|
| REVISIONS | 6/4/12 | CDB |
| REVISIONS | 7/24/12 | CDB |
| REVISIONS | 2/8/21 | CDB |

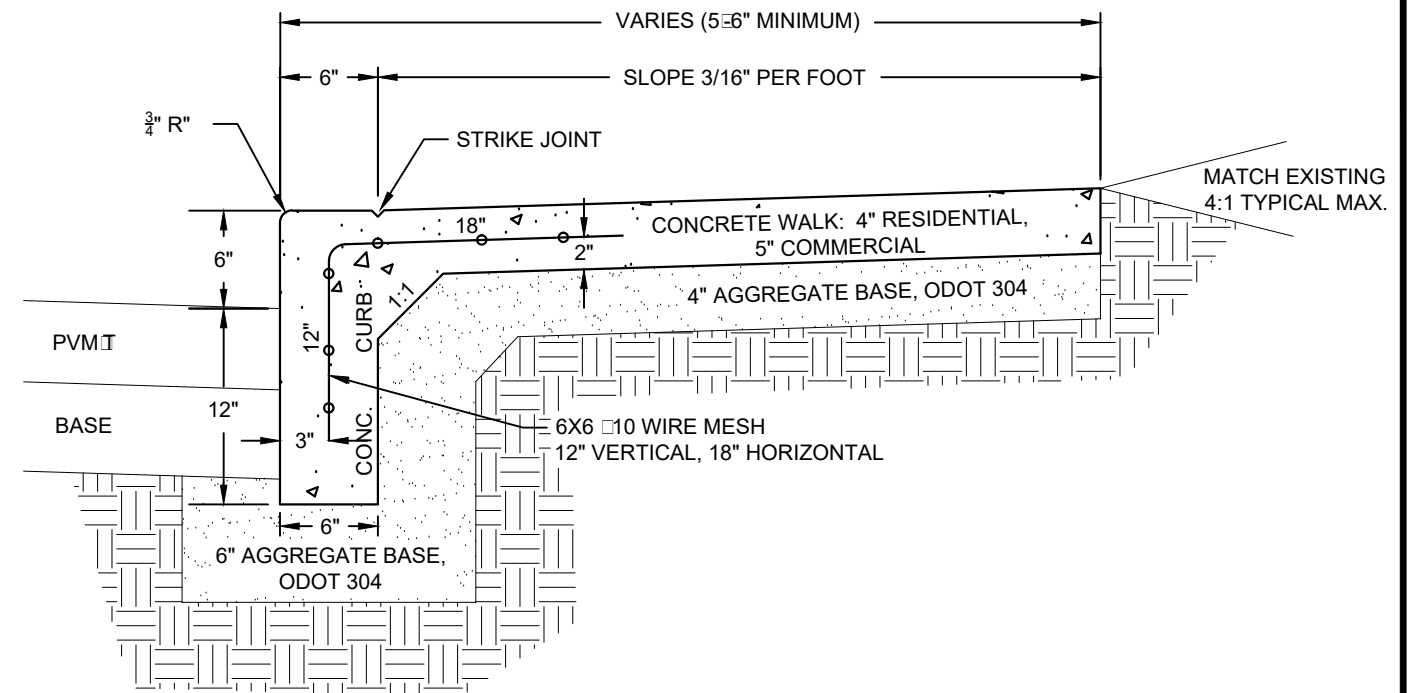
STANDARD DRAWING NO. 24

**DOWNSPOUT & SUMP PUMP
DISCHARGE OUTLETS**

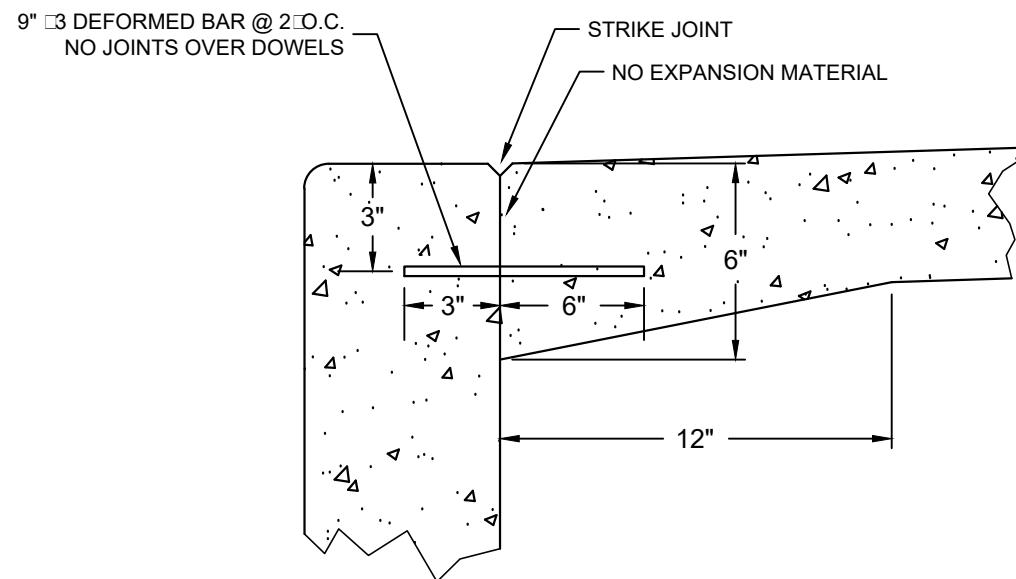
TYPE A
CONCRETE WALK
ADJACENT TO CURB



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 C 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.



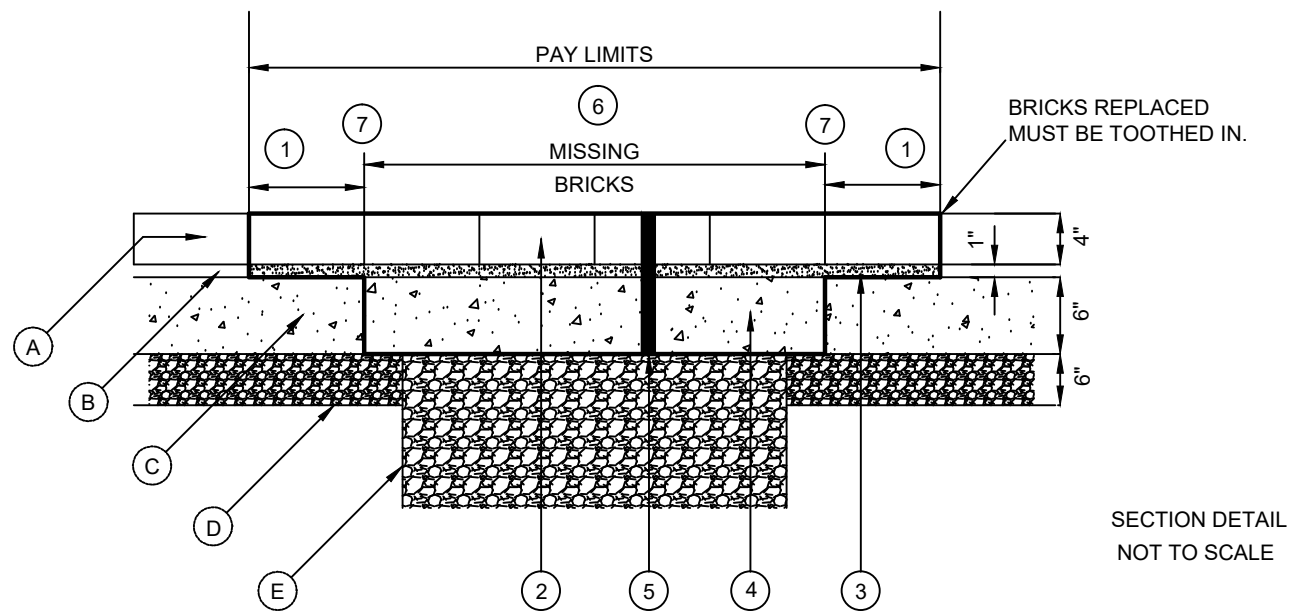
THE CITY OF CANTON, OHIO
 THOMAS M. BERNABEI, MAYOR
 OFFICE OF THE CITY ENGINEER
 JAMES J. BENEKOS, P.E., P.S., CITY ENGINEER
 2436 30TH ST. NE CANTON OH 44705
 330-489-3381 : www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|-------------------------------|------------|-----|
| CAD DRAWING | MAR 2012 | CDB |
| ODOT CONCRETE SPEC. UPDATE | 11/20/2019 | RMB |
| TITLE BLOCK REVISION | 03/01/2021 | GML |
| CROSS SLOPE SIDEWALK 3/16"/FT | 05/13/2022 | RMB |

STANDARD DRAWING NO. 29
COMBINED CURB & WALK

CE_29_20220513.DWG

EXISTING BRICK SURFACE PAVEMENT REPAIR



- (A) EXISTING BRICK PAVERS
- (B) EXISTING SAND BEDDING LAYER
- (C) EXISTING CONCRETE BASE - DEPTH AND TYPE VARIES
- (D) EXISTING AGGREGATE BASE
- (E) 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.
- (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.
- (2) REPLACE/RESET 4" X 8" BRICK PAVERS, SEE NOTE SHT. 2/2 FOR CITY PROVIDED BRICK.
- (3) SAND SETTING BED, 1" MAX. AND 1/2" MIN. CONCRETE SAND, ODOT 703.02, ASTM C-33.
- (4) 6" CONCRETE BASE, CLASS "□C", ODOT ITEM 305
- (5) BRICK PAVEMENT REPLACEMENT SECTION PAYMENT ONLY FOR REPAIR AREAS, PAYMENT INCLUDED IN COST OF PIPE FOR NEW TRENCH.
- (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.
- (7) FOR BRICK PAVEMENT REPAIR SAW CUT A CLEAN EDGE FULL DEPTH TO REMOVE FAILED CONC. BASE AND/OR FAILED AGG. BASE AS DIRECTED .

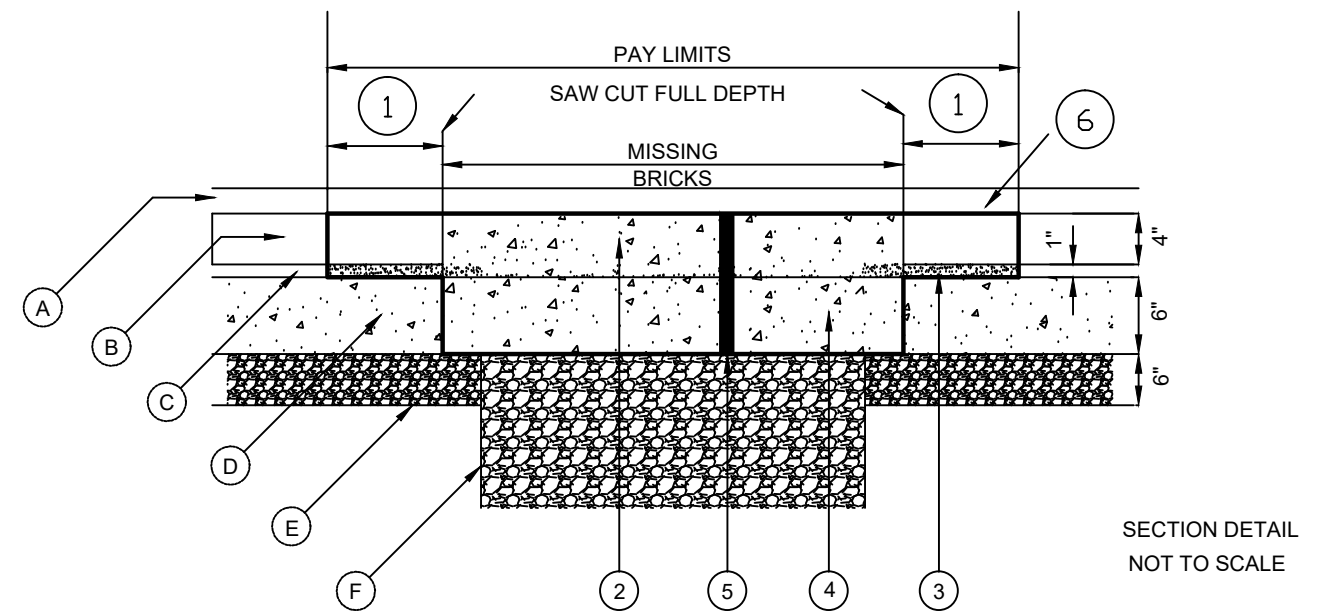
ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

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.

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

EXISTING ASPHALT OVER BRICK PAVEMENT SURFACE REPAIR



- (A) EXISTING ASPHALT SURFACE
- (B) EXISTING BRICK PAVERS
- (C) EXISTING SAND BEDDING LAYER
- (D) EXISTING CONCRETE BASE - DEPTH AND TYPE VARIES
- (E) EX. AGGREGATE BASE
- (F) EX. 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.
- (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.
- (2) CONCRETE BASE, CLASS "□C", ODOT ITEM 305 TO TOP OF BRICK
- (3) REMOVE EXISTING SAND BED BETWEEN BRICK
- (4) EXCAVATE FOR MINIMUM 6" CONCRETE BASE
- (5) CONCRETE BASE, CLASS "□C", ODOT ITEM 305, REPLACEMENT SECTION
- (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.

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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CANTON, OHIO

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2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|-------------------------------|------------|-----|
| CAD DRAWING | JAN 2012 | CDB |
| CONSISTENCY REVIEW | 02/01/2013 | JTD |
| CONCRETE AND SAND SPEC UPDATE | 11/20/2019 | RMB |
| TITLE BLOCK REVISION | 03/01/2021 | GML |

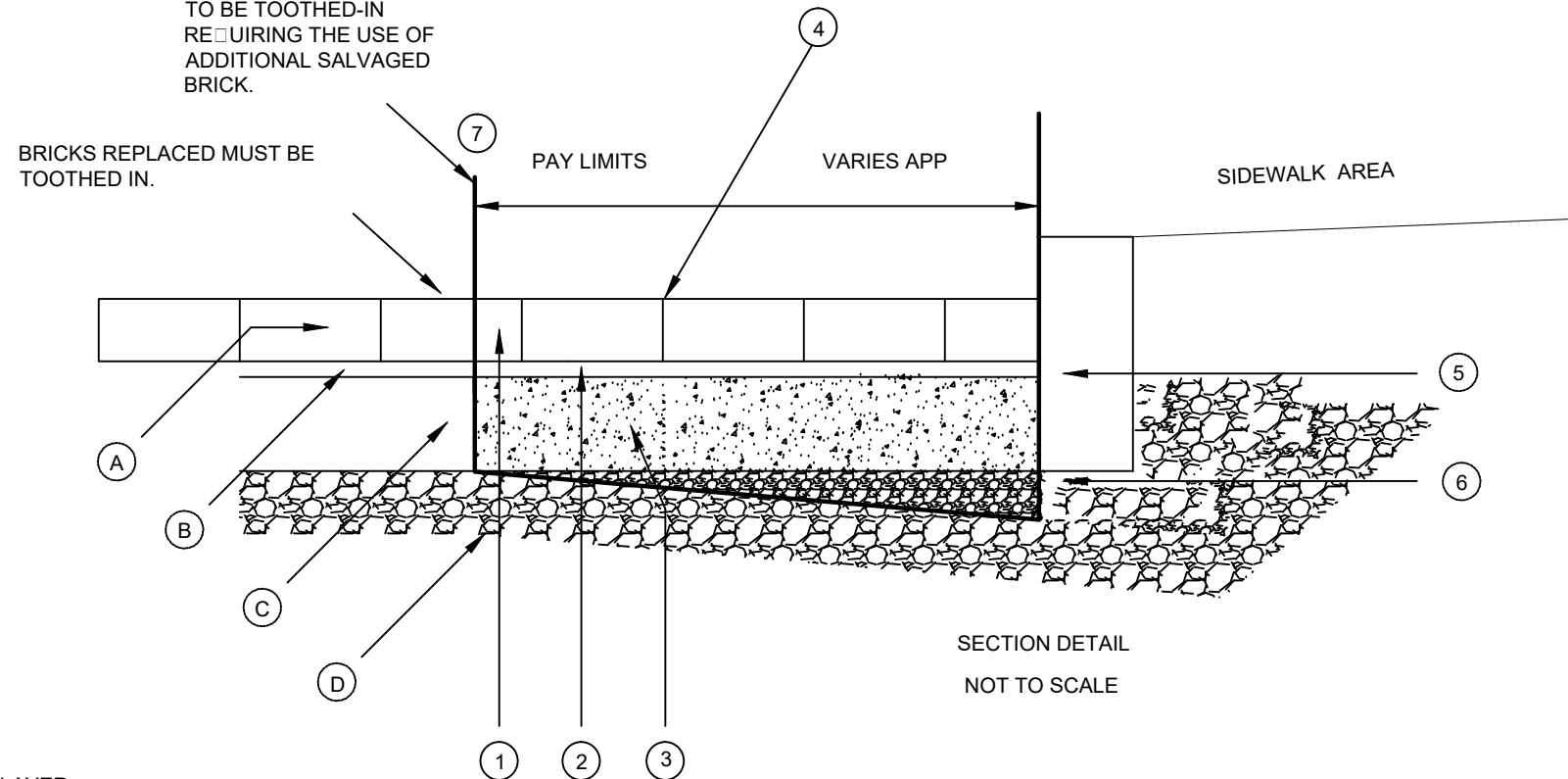
STANDARD DRAWING NO. 31
PAVEMENT REPAIR

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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.

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

REMOVE BRICK PRIOR TO SAWCUT APP.
IF THE BRICK IS SAWCUT, THE BRICK REPLACEMENT NEEDS TO BE TOOTHED-IN REQUIRING THE USE OF ADDITIONAL SALVAGED BRICK.



- (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 □TY.

- (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 "□C"
- (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



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| DESCRIPTION | DATE | BY |
|-------------------------------|------------|-----|
| CAD DRAWING | JAN 2012 | CDB |
| CONSISTENCY REVIEW | 02/01/2013 | JTD |
| CONCRETE AND SAND SPEC UPDATE | 11/20/2019 | RMB |
| TITLE BLOCK REVISION | 03/01/2021 | GML |

STANDARD DRAWING NO. 31
PAVEMENT REPAIR

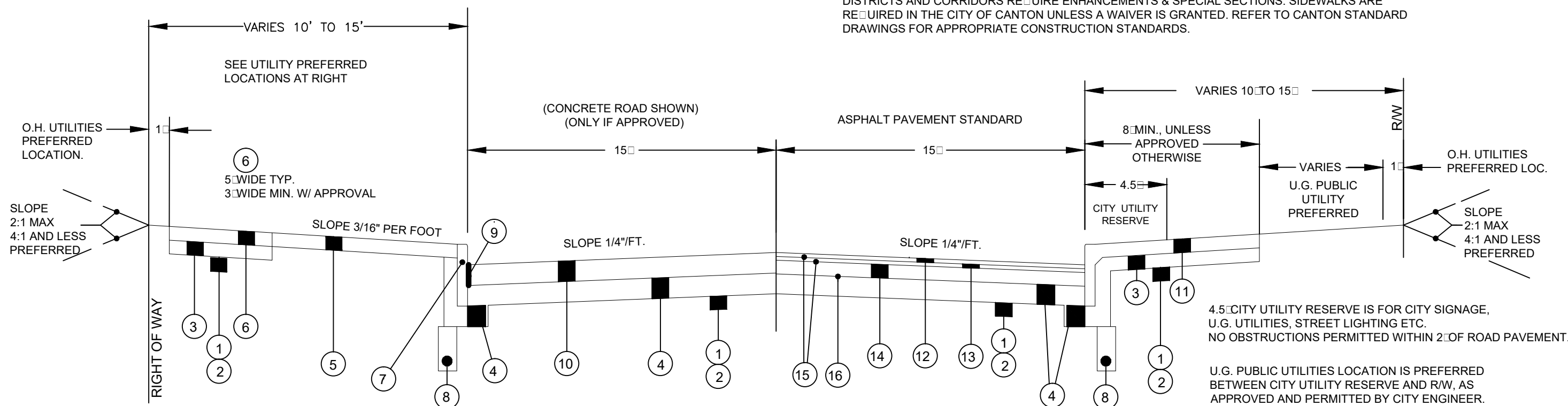
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ODOT REFERENCES ARE 2019 CMS - CROSS REFERENCE TO CURRENT CMS AT TIME OF CONSTRUCTION.

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

GENERAL CRITERIA

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



① 203 - EXCAVATION & EMBANKMENT

② 204 - SUBGRADE COMPACTION

③ 304 - 4" AGGREGATE BASE

④ 304 - 6" AGGREGATE BASE
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 "C" CONCRETE SEE CURRENT CITY SPECS FOR CURB / WALK CONSTRUCTION.

⑦ 609 - CONC. CURB - CITY STD. 30 OR ODOT TYPE 6.
ODOT 499 CLASS "C" 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 "C" CONCRETE

⑪ 608 - CONCRETE WALK - CITY STD. 29, TYPE III.
ODOT 499 CLASS "C" 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 ASPHALT 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.



THE CITY OF CANTON, OHIO

THOMAS M. BERNABEI, MAYOR

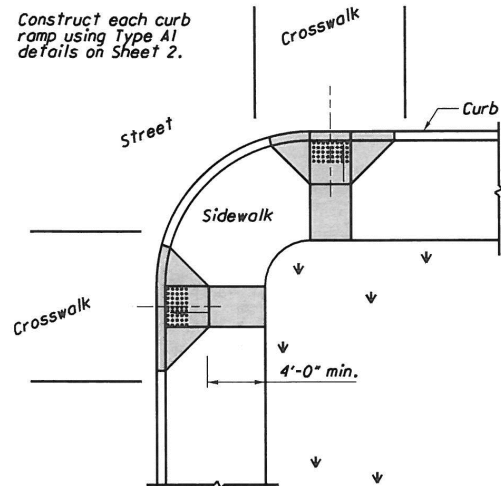
OFFICE OF THE CITY ENGINEER
JAMES J. BENEKOS, P.E., P.S., CITY ENGINEER
2436 30TH ST. NE CANTON OH 44705
330-489-3381 : www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|-------------------------------|------------|-----|
| CAD DRAWING | OCT 2014 | RMB |
| ASPHALT SPEC. UPDATE | 02/26/2019 | RMB |
| CONCRETE SPEC. UPDATE | 11/20/2019 | RMB |
| TITLE BLOCK REVISION | 03/01/2021 | GML |
| CROSS SLOPE SIDEWALK 3/16"/FT | 05/13/2022 | RMB |

STANDARD DRAWING NO. 32

MINIMUM PAVEMENT STANDARDS FOR LOCAL STREETS

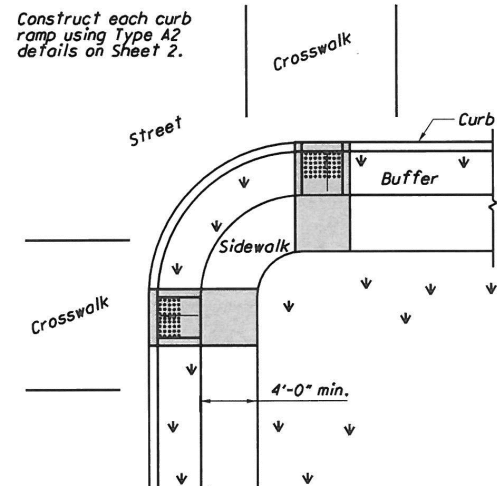
CE_32_20220513.DWG



Construct each curb ramp using Type A1 details on Sheet 2.

Use curb ramps with flared sides at locations with wide sidewalks.

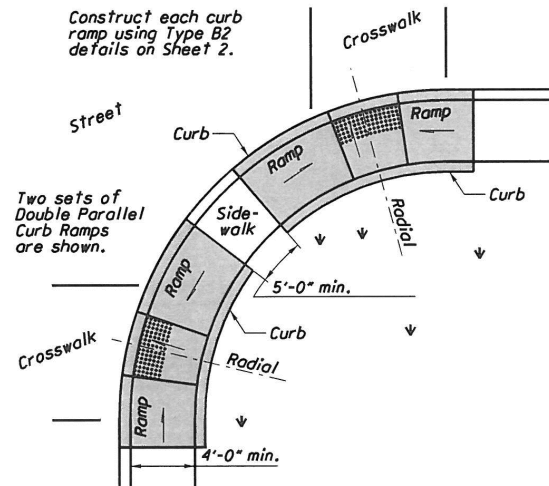
PERPENDICULAR CURB RAMPS



Construct each curb ramp using Type A2 details on Sheet 2.

Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.

PREFERRED CONSTRUCTION PLACEMENT

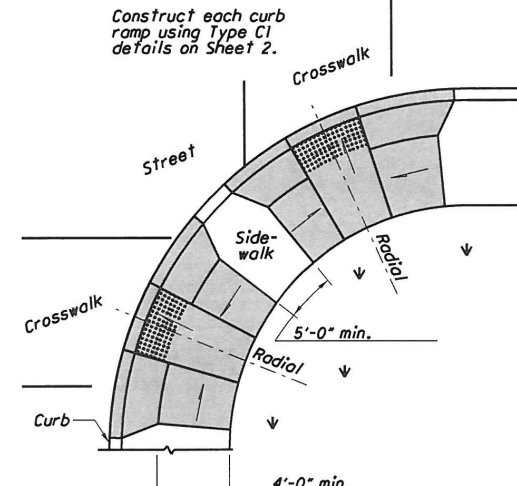


Construct each curb ramp using Type B2 details on Sheet 2.

Two sets of Double Parallel Curb Ramps are shown.

Place on streets having wide turning radius and where sidewalks are narrow.

PARALLEL CURB RAMPS



Construct each curb ramp using Type C1 details on Sheet 2.

Curb ramp placement where streets have wide turning radius, and sufficient sidewalk 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.

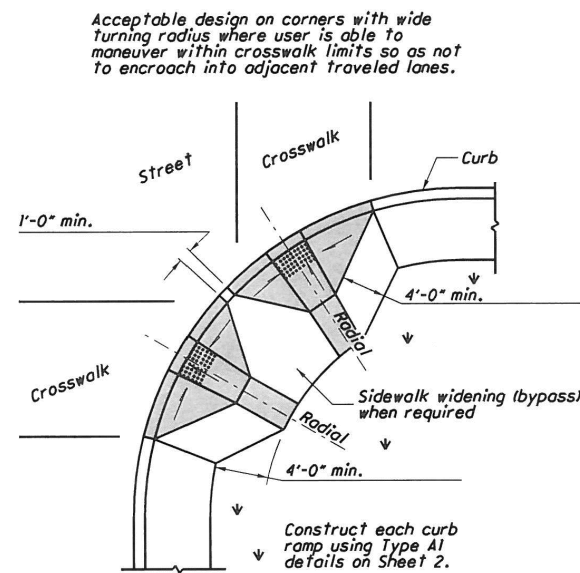
SURFACE TEXTURE: Texture concrete surfaces by coarse brooming transverse to the ramp slopes to be rougher than the adjacent walk.

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.

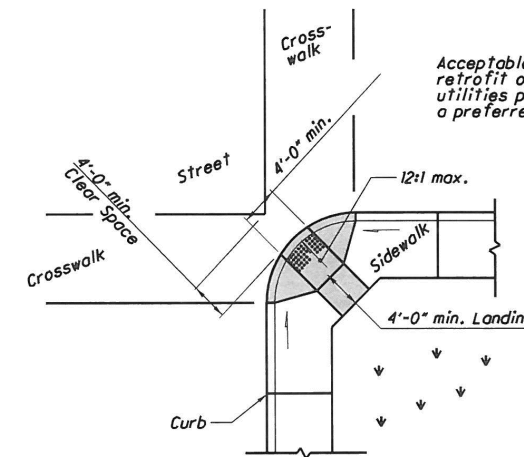
Work beyond the shaded ramp/landing area is paid for as curb (609) and walk (608). Removal of existing curb, walk (or existing curb ramps) are paid under Item 202.

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



Acceptable design for retrofit only where utilities prevent using a preferred layout.

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

OFFICE OF
ROADWAY
ENGINEERING

CITY ENGINEER
M. Blime

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
ADMINISTRATOR
D. B. Searles

DATE
10-15-10

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.



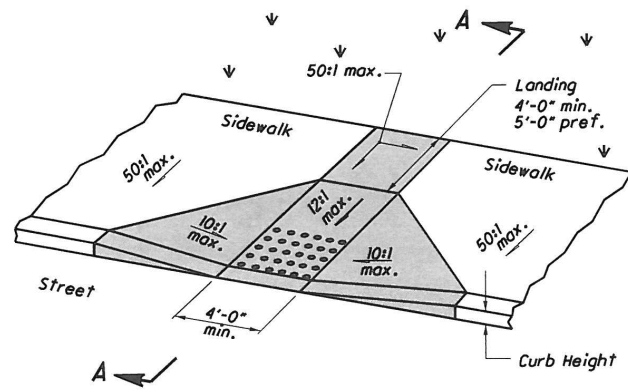
OFFICE OF THE CITY ENGINEER
CANTON, OHIO

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

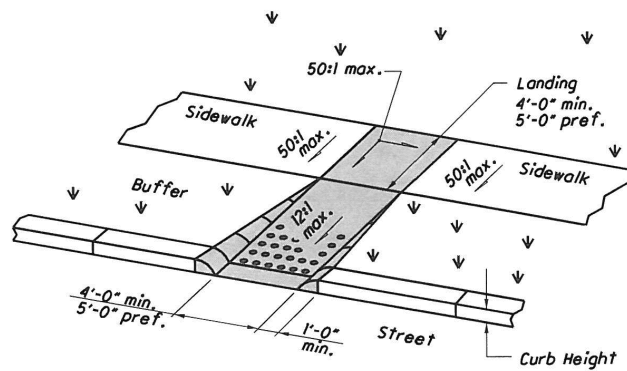
| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | MAY 2012 | RMB |
| REVISIONS | 06/29/2012 | RMB |
| TITLE BLOCK REVISION | 03/02/2021 | GML |

STANDARD DRAWING NO. 33
WHEEL CHAIR RAMP

CE_33_20210302.DWG

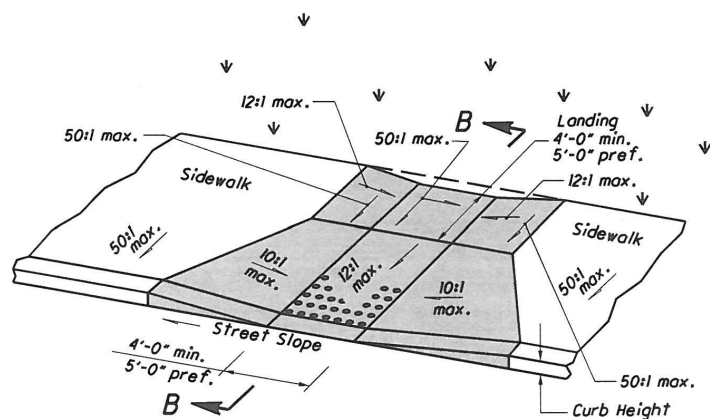


Type A1 (Perpendicular with flared sides)

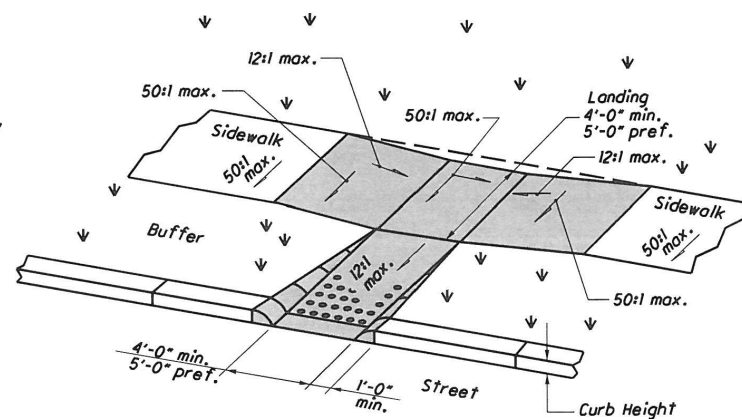


Type A2 (Perpendicular with returned curb)

PERPENDICULAR CURB RAMP DETAILS

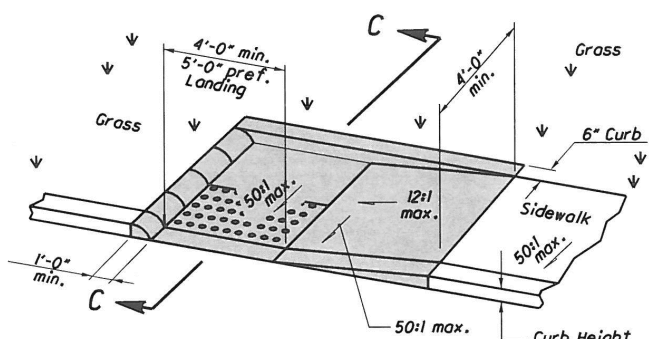


Type C1 (Combined with flared sides)

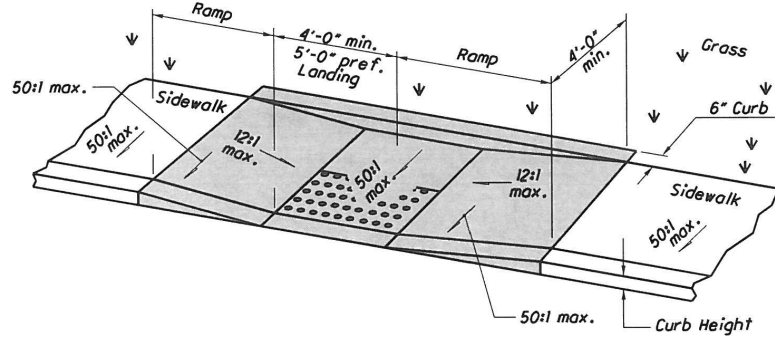


Type C2 (Combined with returned curb)

COMBINED CURB RAMP DETAILS

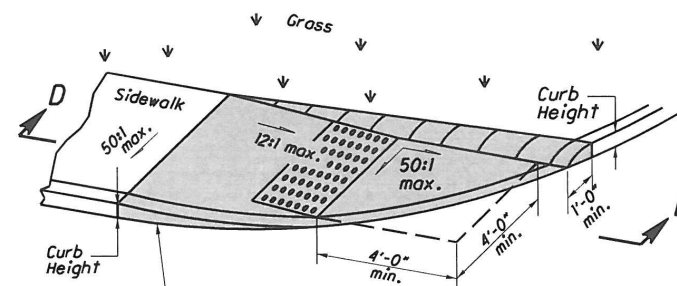


Type B1 (Single sided Parallel)



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.

THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.

STANDARD ROADWAY CONSTRUCTION DRAWING
NEW CURB RAMPS
(with Detectable Warnings)

BP-7.1

2 / 3

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
10-15-10
DATE
ADMINISTRATOR
M. Blane
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.

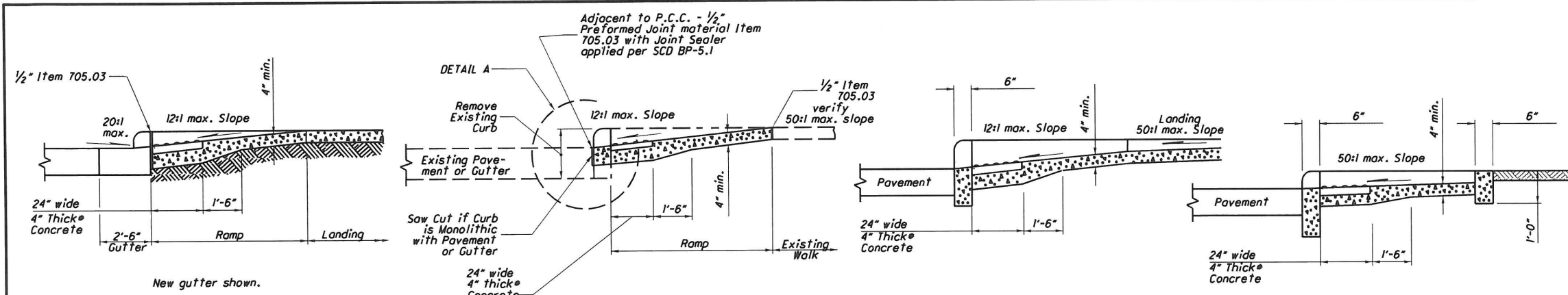


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CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 : 330-489-3381 : www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | MAY 2012 | RMB |
| REVISIONS | 06/29/2012 | RMB |
| TITLE BLOCK REVISION | 03/02/2021 | GML |
| | | |
| | | |

STANDARD DRAWING NO. 33
WHEEL CHAIR RAMP

CE_33_20210302.DWG

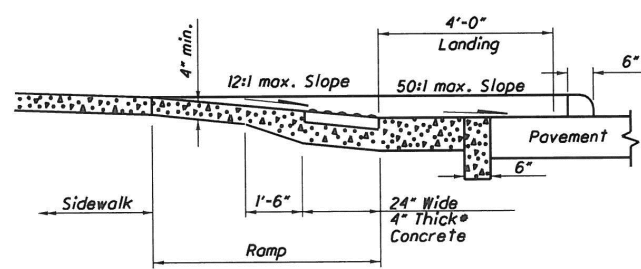


**SECTION A-A
NORMAL DETAIL**
See Sheet 2.

**SECTION A-A
EXISTING WALK DETAIL**
See Sheet 2.

SECTION B-B
See Sheet 2.

SECTION C-C
See Sheet 2.



SECTION D-D
See Sheet 2.

*Where possible, pour ramp area integral with the curb, otherwise use 6" thick walk.

DETECTABLE WARNINGS NOTES

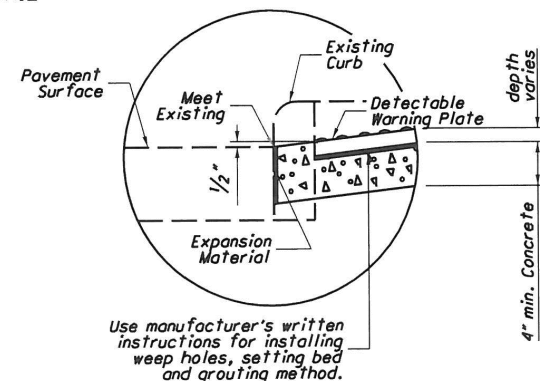
GENERAL: Detectable Warnings are a distinctive surface pattern of truncated domes which are detectable by cane or underfoot to alert people with vision impairments of their approach to streets and hazardous drop-offs.

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.

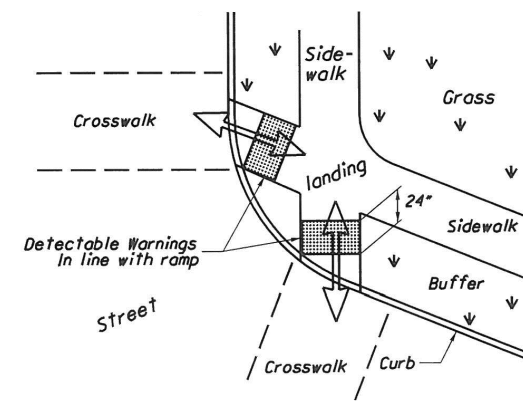
The depth of concrete underneath detectable warning products shall be a minimum of 4". See DETAIL A.

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.

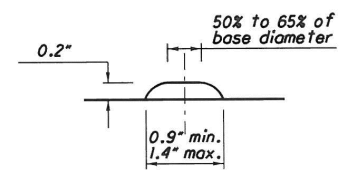
PRODUCTS & COLORS: Color of the detectable warnings should contrast with surrounding concrete walk and ramp. Black is not an acceptable color. Approved products and guidance on color may be found on the Office of Roadway Engineering Service's Detectable Warnings Approved List. Install products as per manufacturer's printed instructions.



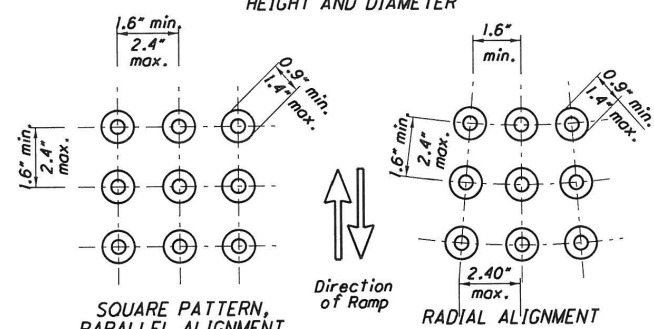
DETAIL A



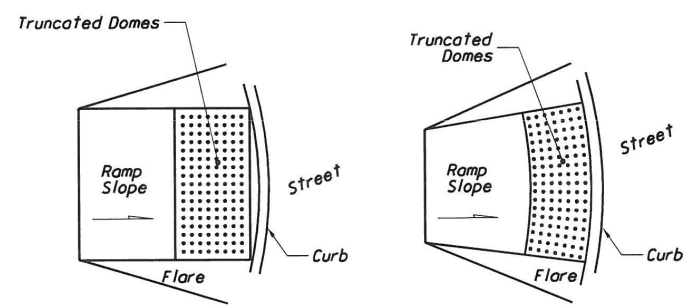
DETECTABLE WARNING ALIGNMENT



HEIGHT AND DIAMETER



TRUNCATED DOMES DETAILS



DOME ALIGNMENT ON RADIUS CURB

SEE SHEET 4 OF 4 FOR CITY'S APPROVED TRUNCATED DOME PRODUCTS.

STATE OF OHIO DEPARTMENT OF TRANSPORTATION
 OFFICE OF ROADWAY ENGINEERING
 STANDARD ROADWAY CONSTRUCTION DRAWING
 NEW CURB RAMPS
 (with Detectable Warnings)
 THIS DRAWING REPLACES BP-7.1 DATED 1-19-07.
 SCD NUMBER BP-7.1
 3 / 3

DATE 10-15-10
 ADMINISTRATOR
 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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CANTON, OHIO
 DANIEL J. MOEGLIN, P.E., CITY ENGINEER
 2436 30th St. NE 44705 : 330-489-3381 : www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | MAY 2012 | RMB |
| REVISIONS | 06/29/2012 | RMB |
| TITLE BLOCK REVISION | 03/02/2021 | GML |
| | | |
| | | |

STANDARD DRAWING NO. 33
WHEEL CHAIR RAMP

CE_33_20210302.DWG

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" x 24", 24" x 36", 24" x 48" also 6" Radius
Polymer Concrete, Red Brick color
- 2) ADA Solutions, Inc.
N. Billerica, MA 01862
Cast-in-Place Replaceable Tactile (Wet Set)
24" x 24" x 2" 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" x 8" x 2-1/4", Clear Red (Rustic) 30.
- 2) The Belden Brick Company
PO Box 20910, Canton, OH 44701 330-456-0031
City Line ADA Paver, Rectangular Red 2-1/4" x 8" or 2-1/4" x 8"

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 late 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" 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

| DESCRIPTION | DATE | BY |
|-----------------------------|------------|-----|
| CAD DRAWING | MAY 2012 | RMB |
| REVISIONS | 06/29/2012 | RMB |
| WET PANELS PRIMARY DOME MAT | JAN 2015 | RMB |
| TITLE BLOCK REVISION | 03/02/2021 | GML |



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CANTON, OHIO

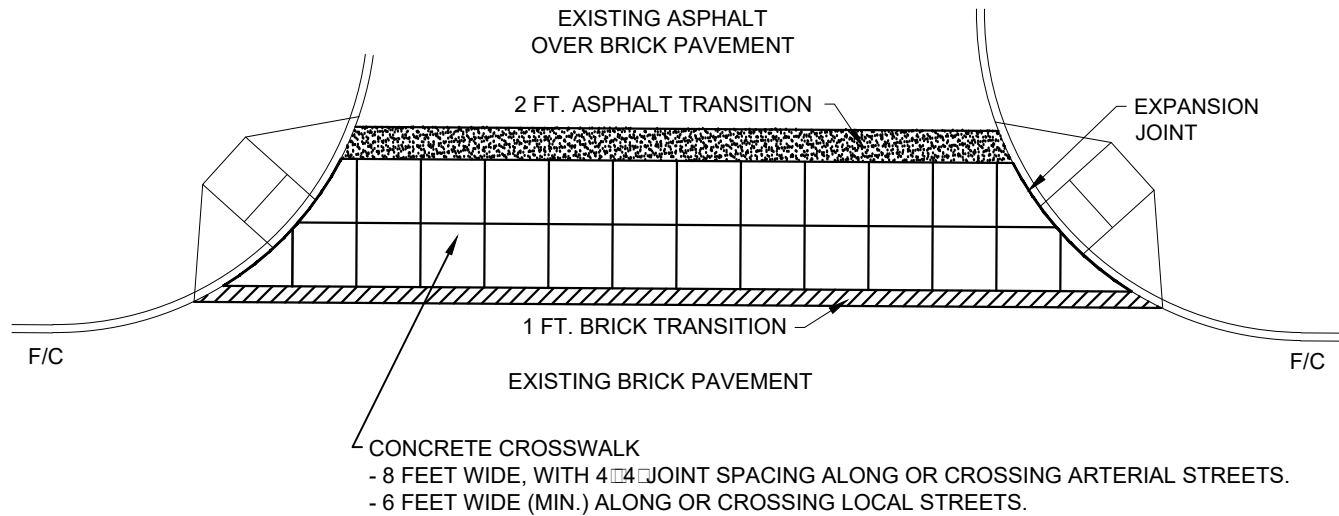
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 : 330-489-3381 : www.cantonohio.gov/engineering

STANDARD DRAWING NO. 33

WHEEL CHAIR RAMP

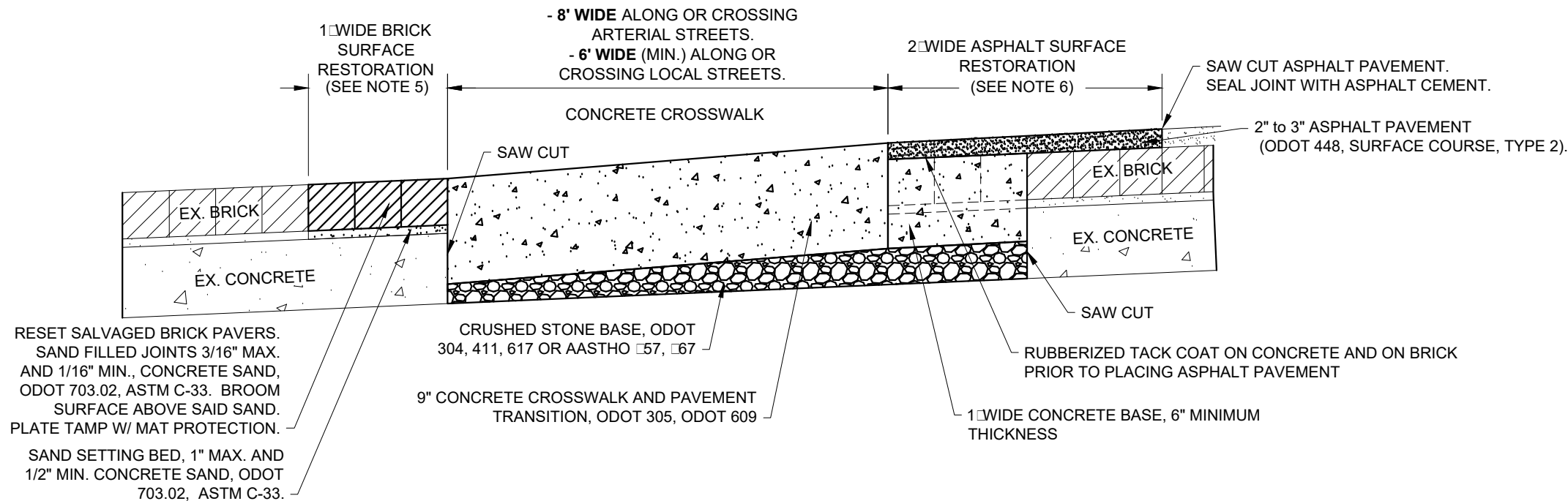
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PLAN VIEW



CONCRETE CROSSWALK
 - 8 FEET WIDE, WITH 4' JOINT SPACING ALONG OR CROSSING ARTERIAL STREETS.
 - 6 FEET WIDE (MIN.) ALONG OR CROSSING LOCAL STREETS.


SECTION VIEW



RESET SALVAGED BRICK PAVERS. SAND FILLED JOINTS 3/16" MAX. AND 1/16" MIN., CONCRETE SAND, ODOT 703.02, ASTM C-33. BROOM SURFACE ABOVE SAID SAND. PLATE TAMP W/ MAT PROTECTION.
 SAND SETTING BED, 1" MAX. AND 1/2" MIN. CONCRETE SAND, ODOT 703.02, ASTM C-33.

NOTES:

1. CONCRETE CROSS WALKS MUST BE CONSTRUCTED IN THE ROADWAY WHEN EXISTING PAVEMENT IS DISTURBED WHERE BRICK ROADS TRANSITION TO ASPHALT ROADS BY OVERLAY OF ASPHALT ON BRICK PAVERS UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER.
2. CROSS WALK CONSTRUCTION MUST CONFORM TO ODOT 608 AND THE CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
3. SECTION PROFILE OF CROSS WALK TO BE FIELD DETERMINED BASED ON EXISTING ASPHALT AND BRICK PAVEMENT ELEVATIONS. PROFILE OF THE CROSSWALK MUST BE SET IN A MANNER THAT DOES NOT IMPEDE THE STORMWATER DRAINAGE.
4. DURING REMOVAL OF PAVEMENT FOR INSTALLATION OF NEW CONCRETE CROSS WALK, CONTRACTOR MUST STABILIZE BRICK PAVERS AND PREVENT BRICKS, THAT ARE TO REMAIN IN PLACE, FROM COMING LOOSE.
5. CONTRACTOR TO REPLACE BRICK PAVEMENT WITH SALVAGED BRICK SET ON A 6" CONCRETE BASE AND 1" SAND/MORTAR SETTING BED. REUSE OF EXISTING CONCRETE BASE UNDER BRICK IS ACCEPTABLE IF CITY ENGINEER DEEMS EXISITING CONCRETE BASE IS IN SATISFACTORY CONDITION OTHERWISE NEW CONCRETE BASE MAY BE REQUIRED. SAND SETTING BED, 1" MAX. AND 1/2" MIN. CONCRETE SAND, ODOT 703.02, ASTM C-33. SAND FILL BRICK 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. ALL BRICK PAVERS RESET MUST MEET THE GRADES ESTABLISHED BY THE ENGINEER. SURFACE ELEVATION FROM BRICK TO BRICK, OR BRICK TO CONCRETE MUST NOT EXCEED 1/8".
6. CONTRACTOR MUST PLACE TRANSITIONAL ASPHALT PAVEMENT (ODOT 448, SURFACE COURSE, TYPE 2) MATCHING THE SURFACE OF THE NEW CONCRETE CROSS WALK AND EXISTING ASPHALT PAVEMENT. ASPHALT PAVEMENT THICKNESS MUST NOT BE LESS THAN 2", OR GREATER THAN 3". ASPHALT PAVEMENT MUST BE SET ON A CONCRETE BASE WITH A MINIMUM THICKNESS OF 6". THE CONCRETE BASE MUST LOCK-IN THE EXISTING BRICK PAVERS. APPLY RUBBERIZED TACK COAT ON CONCRETE BASE AND BRICK BASE PRIOR TO INSTALLING ASPHALT PAVEMENT.
7. CONCRETE MATERIAL FOR CROSS WALK AND BASE MUST BE ODOT 499 CLASS C CONCRETE.
8. NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE.
9. ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.



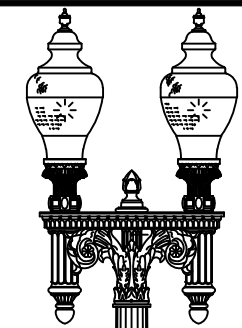
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CANTON, OHIO
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 2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|-------------------------------|------------|-----|
| CAD DRAWING | MAY 2012 | RMB |
| REVISION | 07/20/2012 | RMB |
| CONCRETE AND SAND SPEC UPDATE | 11/20/2019 | RMB |
| TITLE BLOCK REVISION | 03/02/2021 | GML |

STANDARD DRAWING NO. 34
CONCRETE CROSSWALK AND PAVEMENT TRANSITION
 CE_34_20210302.DWG

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.

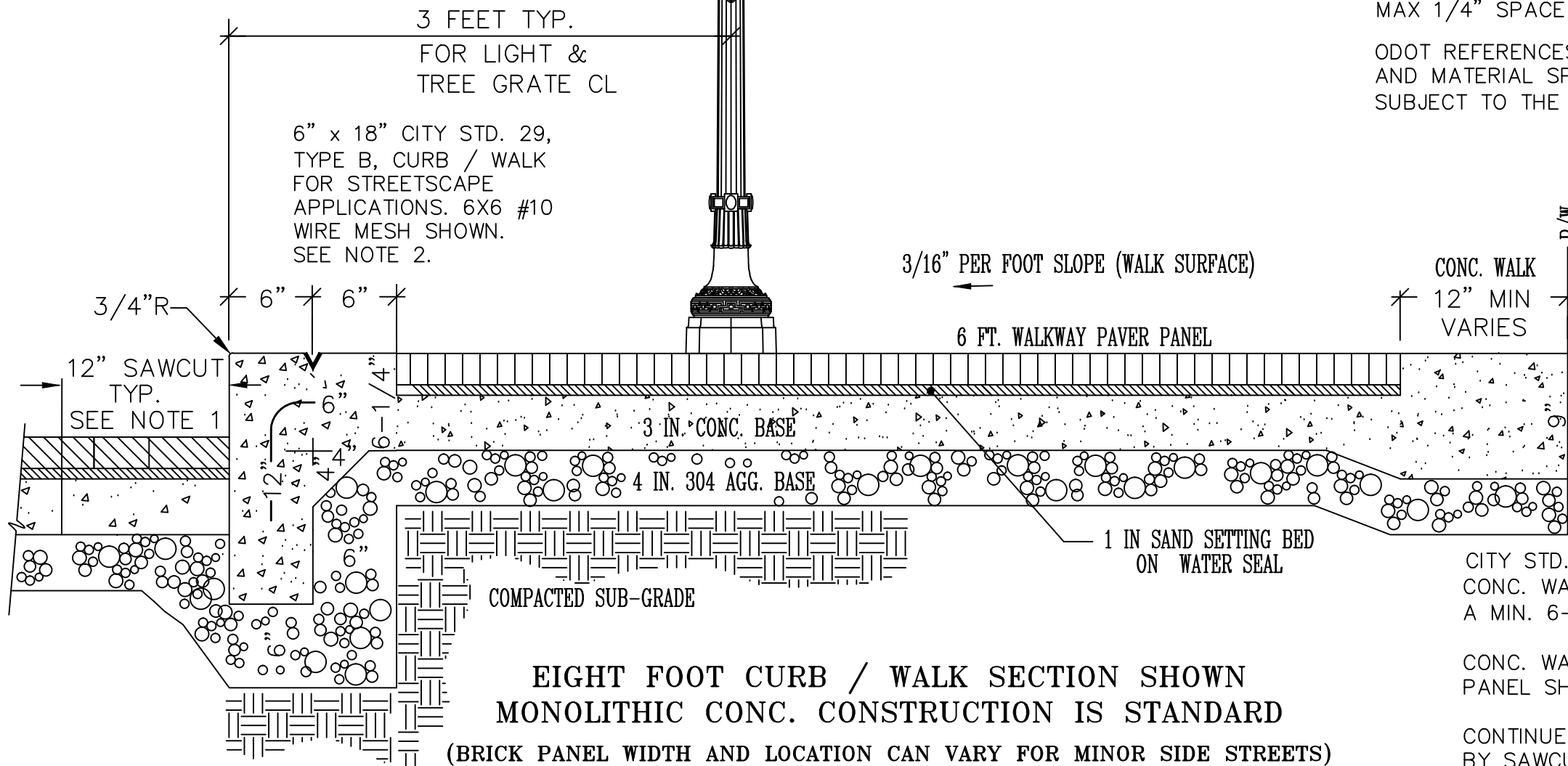
CONCRETE WALK EXPANSION JOINT – 1/2" CLOSED CELL EXPANSION JOINT FILLER TO BE SEALTIGHT CERAMAR WITH 1/2" PEEL STRIP OR EQUAL. PLACE EXP. JOINTS AGAINST BUILDINGS, STRUCTURAL FOUNDATIONS, AND 60FT O.C. IN WALK, TYP. SEAL EXPANSION JOINTS WITH POLYURETHANE ELASTOMERIC SEALANT TREMCO THC 900/901 OR EQUAL.

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.



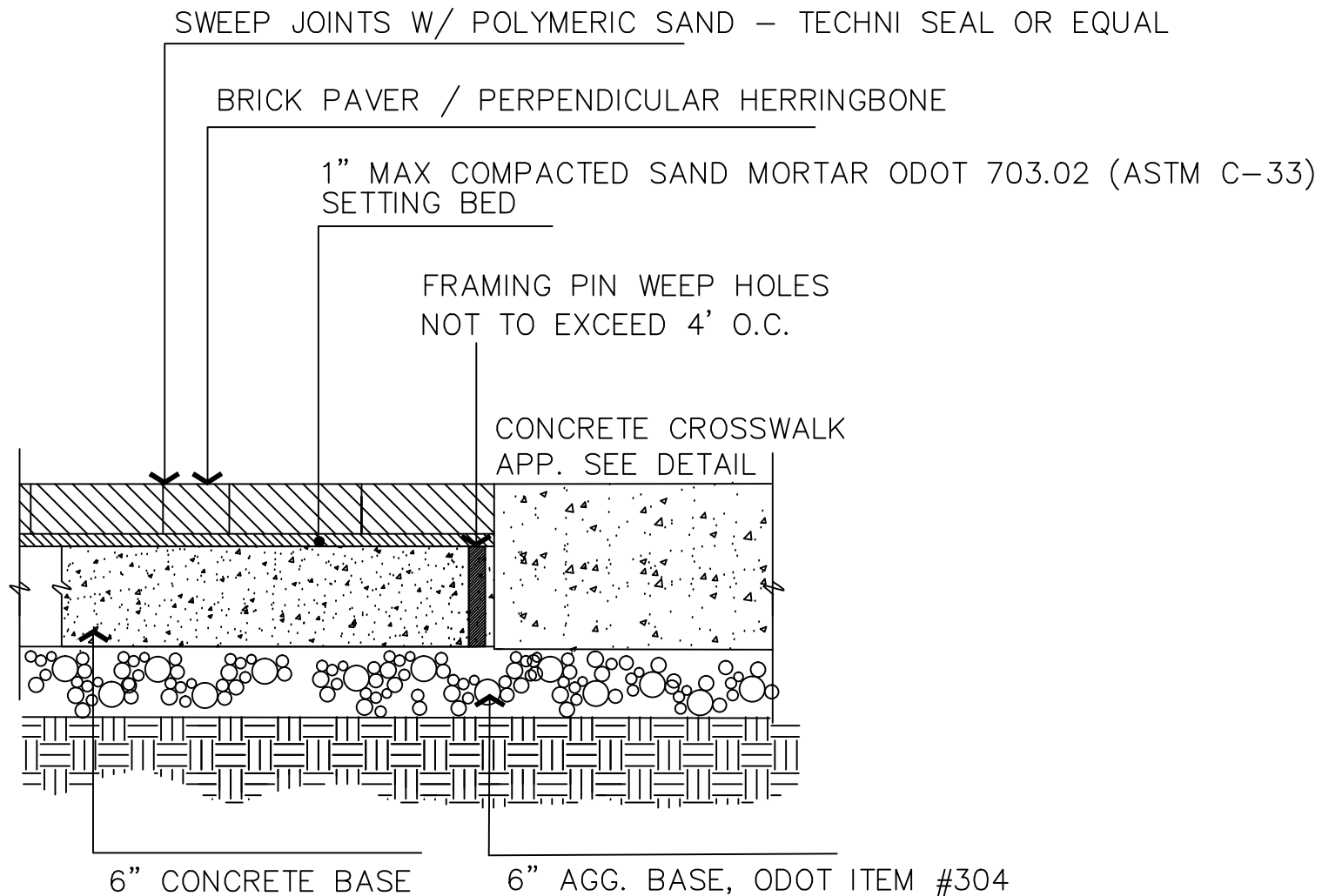
EIGHT FOOT CURB / WALK SECTION SHOWN
MONOLITHIC CONC. CONSTRUCTION IS STANDARD
 (BRICK PANEL WIDTH AND LOCATION CAN VARY FOR MINOR SIDE STREETS)



THE CITY OF CANTON, OHIO
 THOMAS M. BERNABEI, MAYOR
 OFFICE OF THE CITY ENGINEER
 JAMES J. BENEKOS, P.E., P.S., CITY ENGINEER
 2436 30TH ST. NE CANTON OH 44705
 330-489-3381 : www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|-------------------------------------|------------|-----|
| CAD DRAWING | FEB 2012 | JTD |
| REVISED JOINT NO TIES AND BRICK BOX | 02/26/2019 | RMB |
| TITLE BLOCK REVISION | 03/02/2021 | GML |
| CROSS SLOPE SIDEWALK 3/16"/FT | 05/13/2022 | RMB |

STANDARD DRAWING NO. 40
TYPICAL STREETScape
CORRIDOR
 CE_40_20220513.DWG



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.

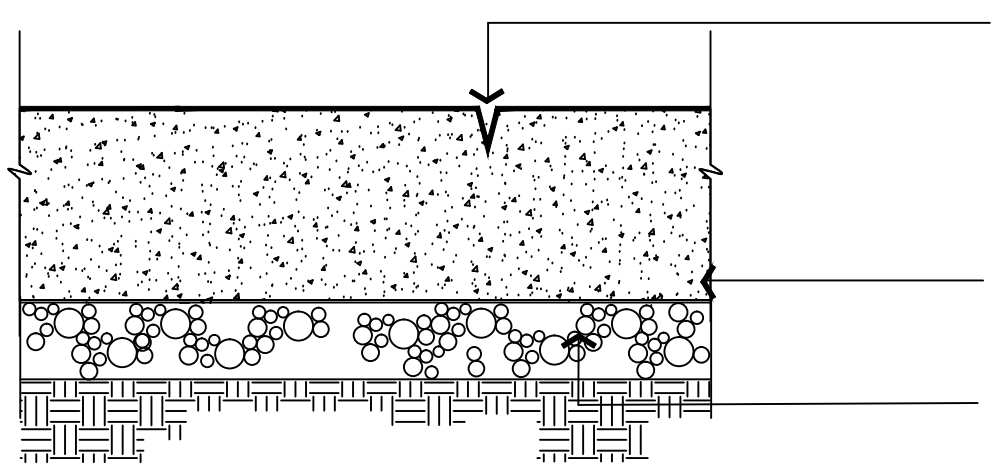
MAX 1/4" SPACE BETWEEN BRICK AND CONCRETE. PROVIDE 1/4" RADIUS ON ALL SLAB EDGES.

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.

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.

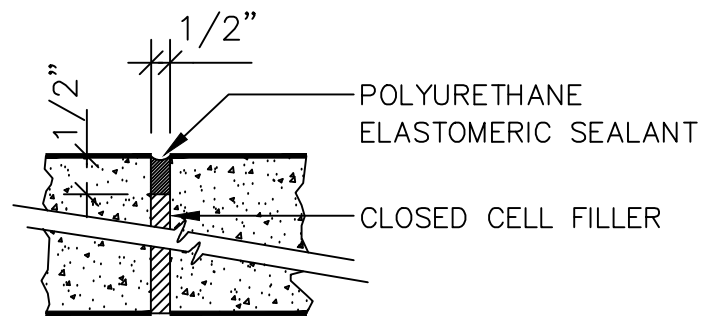


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CANTON, OHIO
 DANIEL J. MOEGLIN, P.E., CITY ENGINEER
 2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | FEB 2012 | JTD |
| REVISED JOINT NOTES | 02/26/2019 | RMB |
| TITLE BLOCK REVISION | 03/03/2021 | GML |
| | | |
| | | |

STANDARD DRAWING NO. 41
 ROADWAY BRICK & CROSSWALK
 PAVEMENT DETAILS
 CE_41_20210303.DWG

1 OF 1



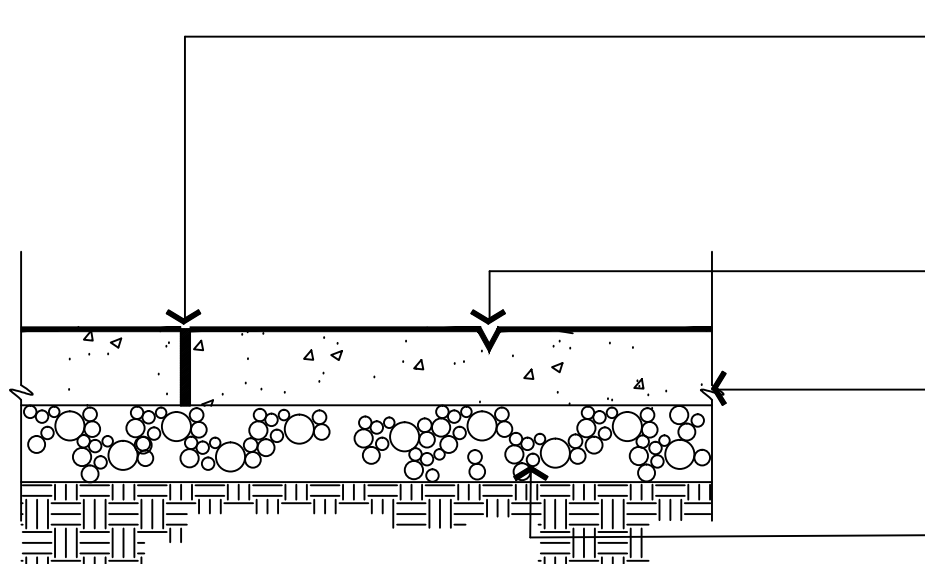
EXPANSION JOINT DETAIL
NOT TO SCALE

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 PAVER 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 THC 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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| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | FEB 2012 | JTD |
| REVISED JOINT NOTES | 02/26/2019 | RMB |
| TITLE BLOCK REVISION | 03/03/2021 | GML |
| | | |
| | | |

STANDARD DRAWING NO. 42
STREETScape CONCRETE
WALK PAVEMENT DETAILS

CE_42_20210303.DWG

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.

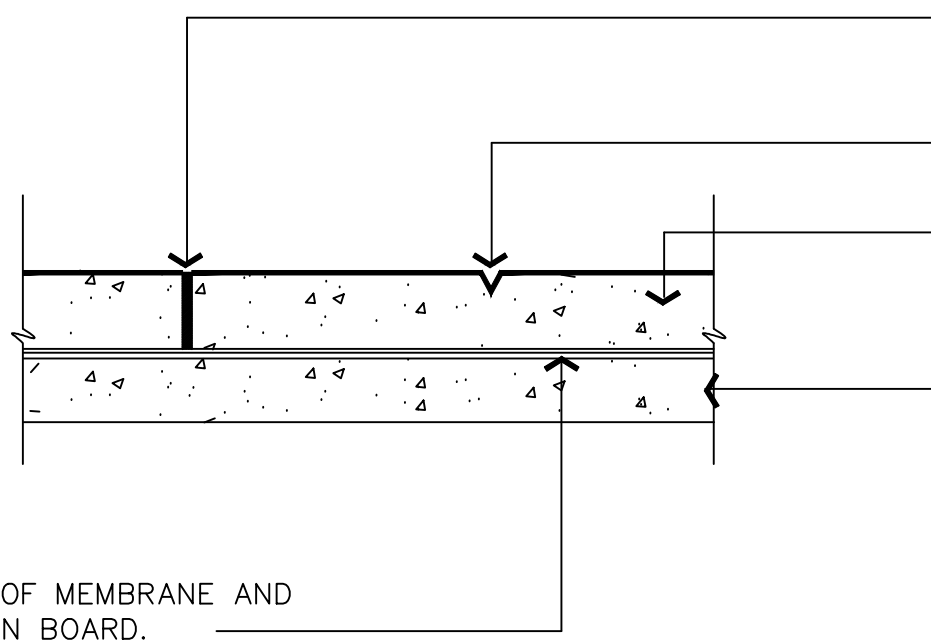
FOR PERMITTED PRIVATE PROJECTS: IF THE UNDERGROUND BASEMENTS, VAULTS OR OPENINGS ARE DISCOVERED DURING THE DEMOLITION PROCESS, ALL WORK IS TO BE SUSPENDED UNTIL THE OWNER PROVIDES FOR CORRECTIVE ACTIONS. THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED FOR REMEDIAL ACTIONS FOR PRIVATE PROJECTS.

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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| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | FEB 2012 | JTD |
| TITLE BLOCK REVISION | 03/03/2021 | GML |
| | | |
| | | |

STANDARD DRAWING NO. 44
CONCRETE WALK OVER
VAULT
CONSTRUCTION DETAILS
CE_44_20210303.DWG

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.

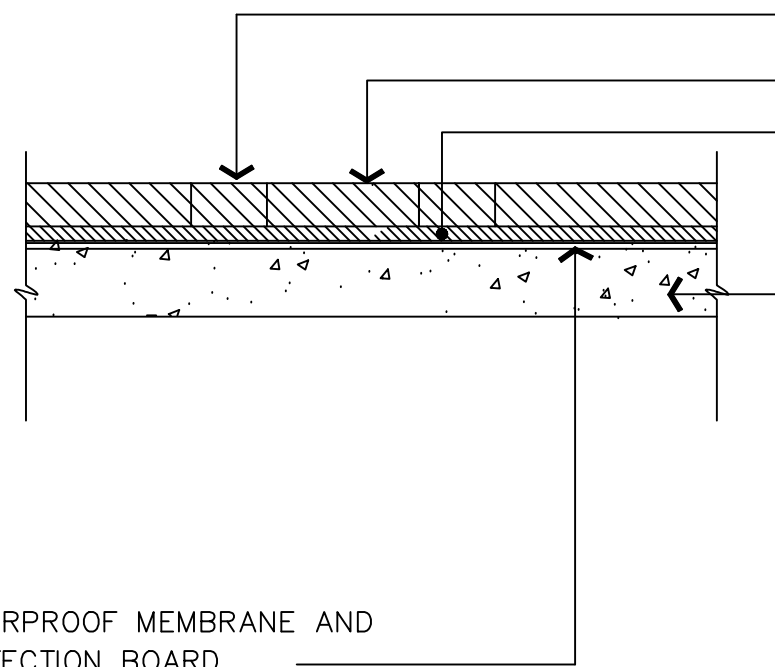
4X8 BRICK PAVER, 2 1/4" THICK – PAWNEE PAVER BY BELDEN BRICK – TERRA COTTA RANGE EXCLUDED. USE PERPENDICULAR HERRINGBONE PATTERN.

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.

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.

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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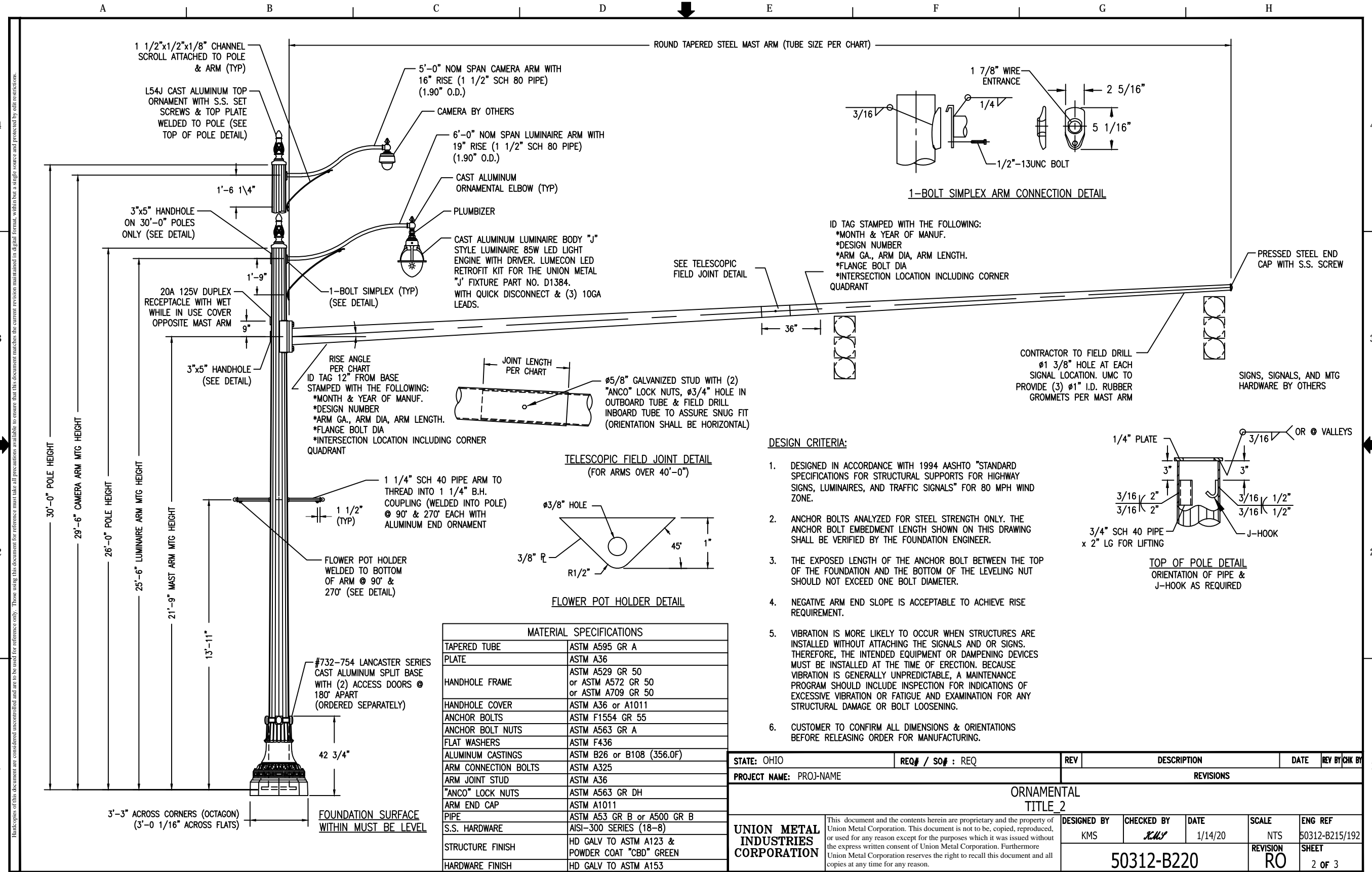
| DESCRIPTION | DATE | BY |
|----------------------|------------|-----|
| CAD DRAWING | FEB 2012 | JTD |
| TITLE BLOCK REVISION | 03/03/2021 | GML |
| | | |
| | | |

STANDARD DRAWING NO. 45

**BRICK WALK OVER VAULT
CONSTRUCTION DETAILS**

CE_45_20210303.DWG

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 |

| | | | | | |
|-------------------------|------------------|-----------|-------------|----------------|---------------|
| STATE: OHIO | REQ# / SO# : REQ | REV | DESCRIPTION | DATE | REV BY/CHK BY |
| PROJECT NAME: PROJ-NAME | | REVISIONS | | | |
| ORNAMENTAL TITLE 2 | | | | | |
| DESIGNED BY | CHECKED BY | DATE | SCALE | ENG REF | |
| KMS | KMS | 1/14/20 | NTS | 50312-B215/192 | |
| 50312-B220 | | | REVISION | SHEET | |
| | | | RO | 2 of 3 | |



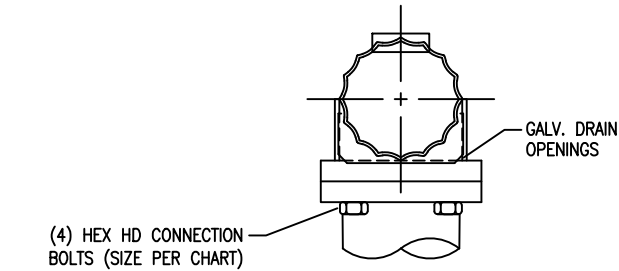
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| DESCRIPTION | DATE | BY |
|--------------------------------|------------|-----|
| CAD DRAWING | APRIL 2012 | EEM |
| INSERTED UM DRAWING 50312-B192 | 04/17/2015 | EGM |
| UPDATED UM DRAWING 50312-B220 | 04/22/2020 | EGM |
| TITLE BLOCK REVISION | 03/04/2021 | RMB |

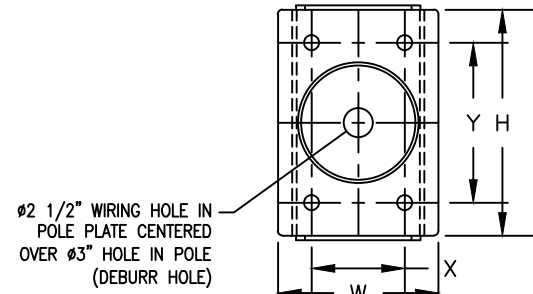
STANDARD DRAWING NO. 61
NOSTALGIC TRAFFIC SIGNAL
POLE & LIGHTING STANDARDS
 CE_61_20210304.DWG

1 OF 1

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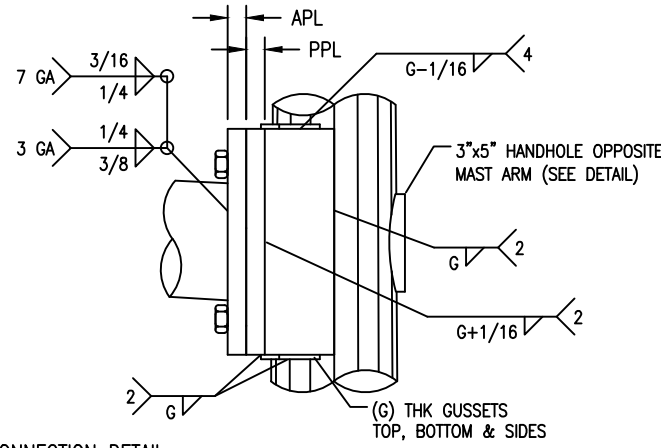


(4) HEX HD CONNECTION BOLTS (SIZE PER CHART) EACH WITH (1) FLAT WASHER

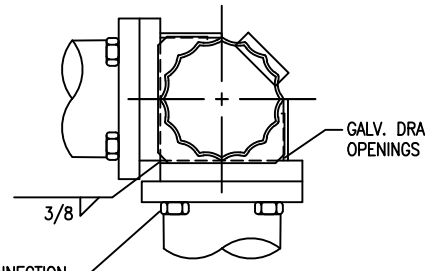


Ø2 1/2" WIRING HOLE IN POLE PLATE CENTERED OVER Ø3" HOLE IN POLE (DEBURR HOLE)

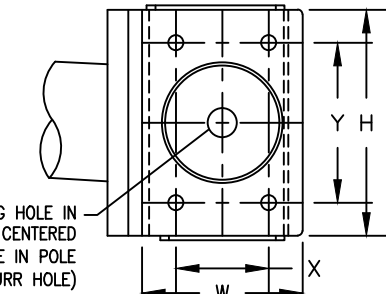
SINGLE MAST ARM CONNECTION DETAIL



(8) HEX HD CONNECTION BOLTS (SIZE PER CHART) EACH WITH (1) FLAT WASHER

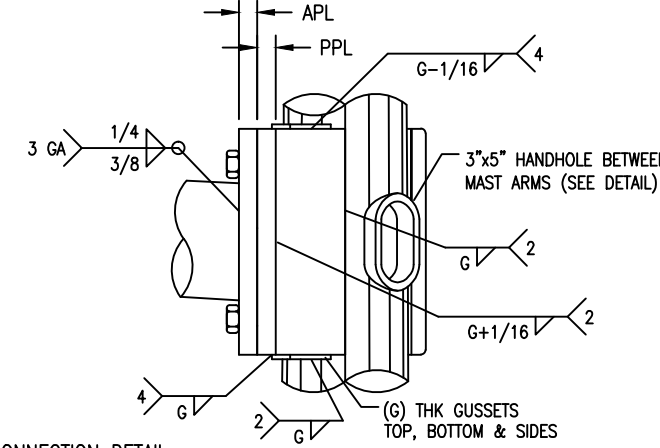


(8) HEX HD CONNECTION BOLTS (SIZE PER CHART) EACH WITH (1) FLAT WASHER

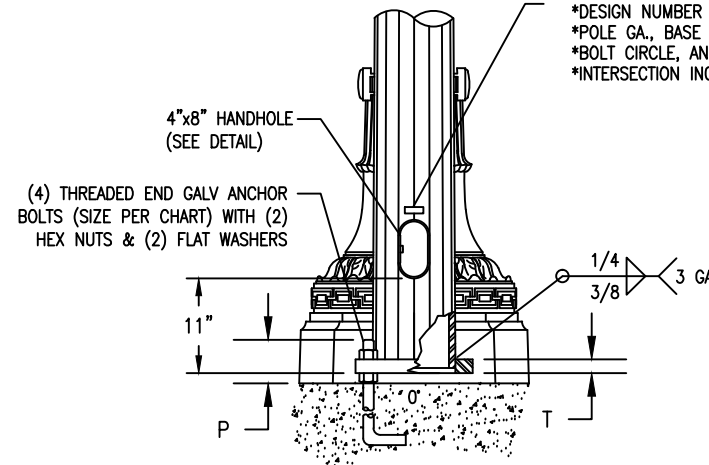


Ø2 1/2" WIRING HOLE IN POLE PLATE CENTERED OVER Ø3" HOLE IN POLE (DEBURR HOLE)

DUAL MAST ARM CONNECTION DETAIL

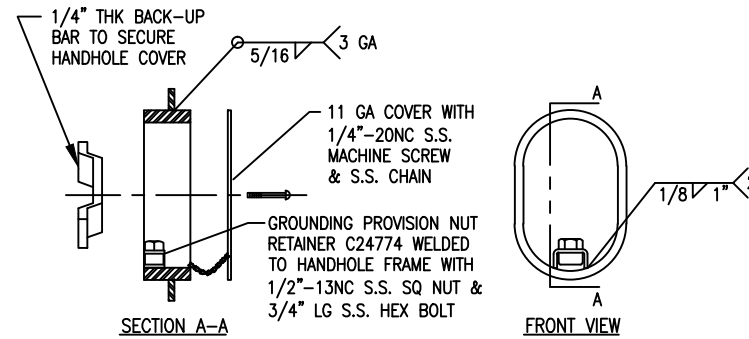


ID TAG 6" ABOVE HANDHOLE STAMPED WITH THE FOLLOWING:
 *MONTH & YEAR OF MFG
 *DESIGN NUMBER
 *POLE GA., BASE DIA, POLE HGT
 *BOLT CIRCLE, ANCHOR BOLT DIA
 *INTERSECTION INCLUDING CORNER QUADRANT

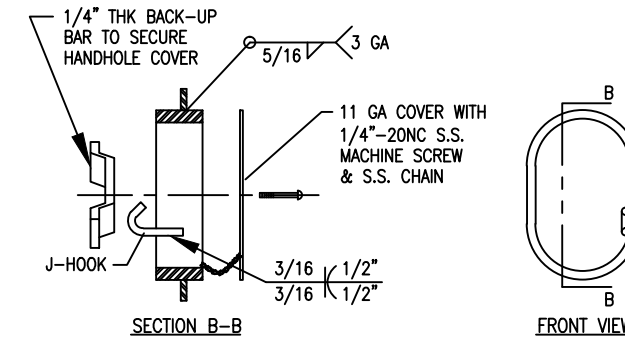


(4) THREADED END GALV ANCHOR BOLTS (SIZE PER CHART) WITH (2) HEX NUTS & (2) FLAT WASHERS

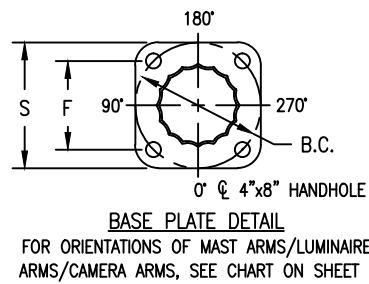
BASE CONNECTION DETAIL



4"x8" HANDHOLE FRAME DETAIL



3"x5" HANDHOLE FRAME DETAIL



BASE PLATE DETAIL
 FOR ORIENTATIONS OF MAST ARMS/LUMINAIRE ARMS/CAMERA ARMS, SEE CHART ON SHEET 1

| | | | | | |
|---|--------------------------|------------|-------------|----------|----------------|
| STATE: OHIO | REQ# / SO# : NOH-64474-1 | REV | DESCRIPTION | DATE | REV BY/CHK BY |
| PROJECT NAME: PROJ-NAME | | REVISIONS | | | |
| ORNAMENTAL_TRAFFIC_SIGNAL & LIGHTING STANDARDS FOR CANTON, OHIO | | | | | |
| UNION METAL INDUSTRIES CORPORATION | DESIGNED BY | CHECKED BY | DATE | SCALE | ENG REF |
| | KMS | RMS | 1/14/20 | NTS | 50312-B215/192 |
| | 50312-B220 | | | REVISION | SHEET |
| | | | | R0 | 3 OF 3 |

| DESCRIPTION | DATE | BY |
|--------------------------------|------------|-----|
| CAD DRAWING | ARPIL 2012 | EEM |
| INSERTED UM DRAWING 50312-B192 | 04/17/2015 | EGM |
| UPDATED UM DRAWING 50312-B220 | 04/22/2020 | EGM |
| TITLE BLOCK REVISION | 03/04/2021 | GML |

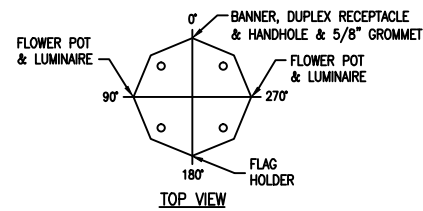
STANDARD DRAWING NO. 62

NOSTALGIC TRAFFIC SIGNAL POLE & LIGHTING STANDARDS

CE_62_20210304.DWG

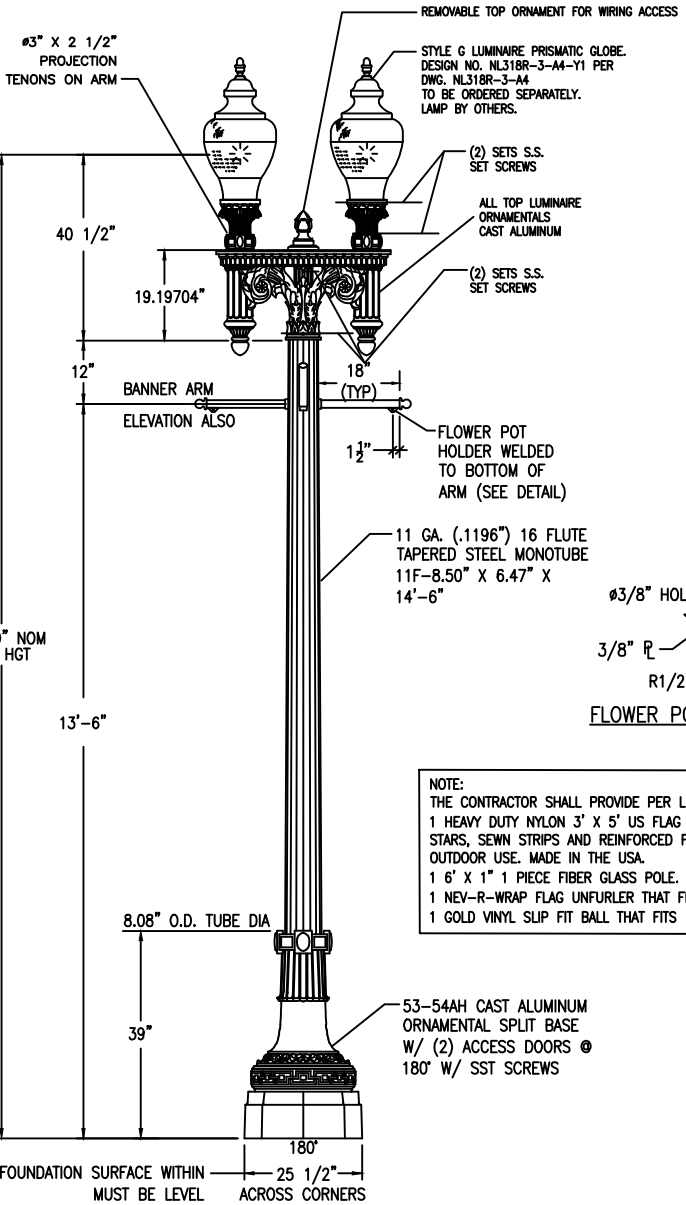


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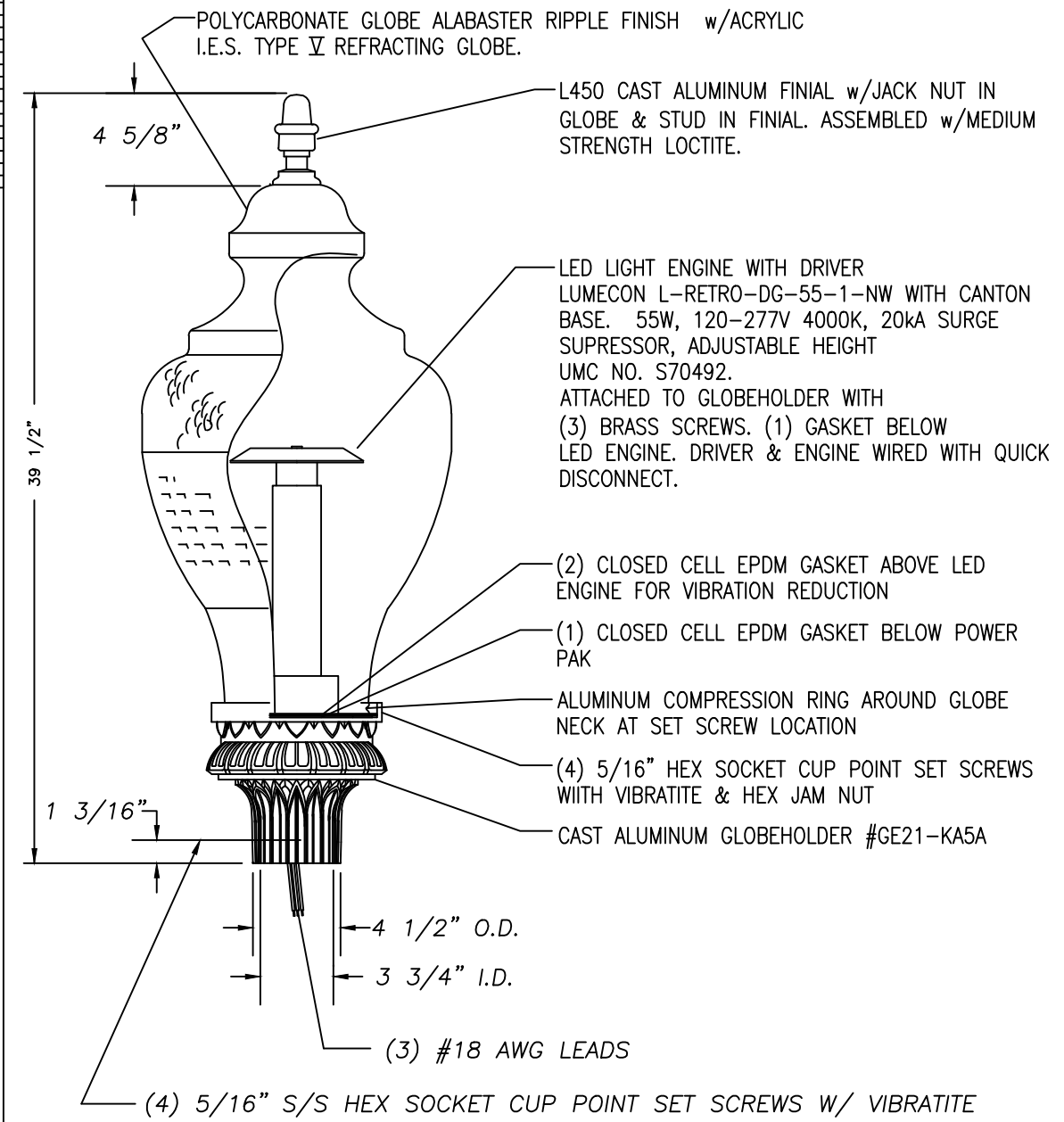
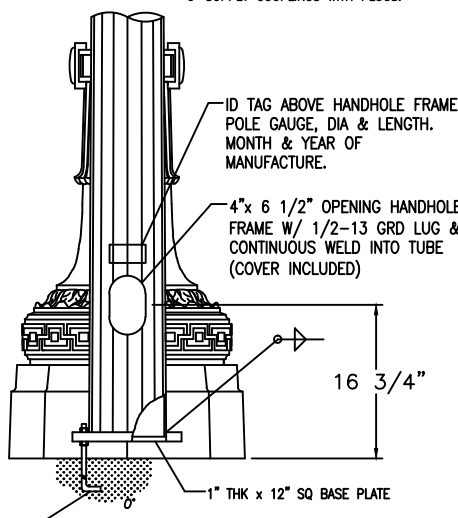
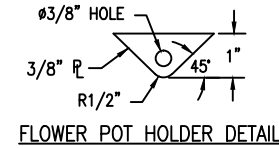
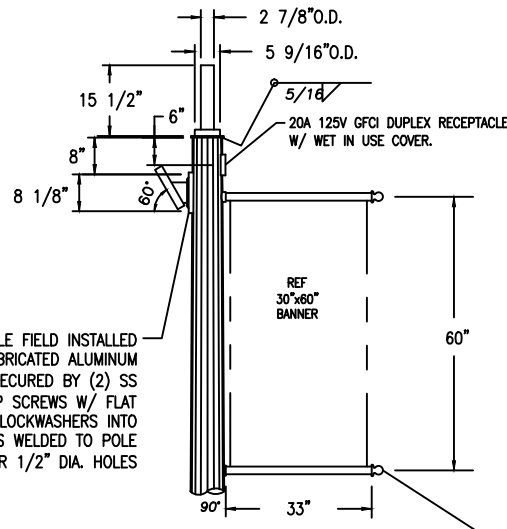
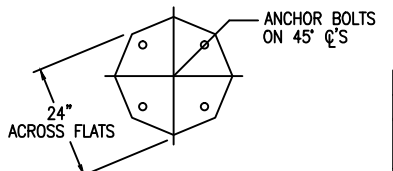
| MATERIAL SPECIFICATIONS | |
|-------------------------|-------------------------------------|
| MONOTUBE | EQUAL TO ASTM-A595 GR A |
| PLATES | ASTM-A36 |
| TUBING | ASTM-A513 |
| PIPE | ASTM-A53 GRB, A501 |
| ALUM CASTINGS | ASTM B26 356.0 |
| HANDHOLE FRAME | ASTM-A529 GR50/A709 GR50 |
| HANDHOLE 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 | AISI-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\"/>

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 PER LUMICON INSTRUCTIONS. STREET SIDE OF LUMINAIRE MARKED ON OUTSIDE OF GLOBEHOLDER.

BOM 038401-4-1

| REV | DESCRIPTION | DATE | REV BY | CHK BY |
|-----|--|----------|--------|--------|
| R3 | LED UNIT WAS: S70497 #02003-01 55W, 120-277V, 4000K | 12/22/19 | MB | MB |
| R2 | LED UNIT WAS: LUMECON UAG2-D48-D5-NW-UL-X UMC NO. S70435 FIRST FOR 34511 & 34316 | 7/17/17 | MB | MB |
| R1 | 5/16\"/> | | | |

| STATE | REQ# / SO# | REV | DESCRIPTION | DATE | REV BY | CHK BY |
|--|-----------------|------------|-------------|----------|--------------|--------|
| OHIO | NOH54053 | | | | | |
| PROJECT NAME: NAME | | | | | | |
| ORNAMENTAL TWIN LIGHTING STANDARD WITH LANCASTER BASE | | | | | | |
| FLAG HOLDER, FLOWER POT ARMS & BANNER. DESIGN NO. B2473-53/54-B43-Y1 | | | | | | |
| UNION METAL INDUSTRIES CORPORATION | DESIGNED BY | CHECKED BY | DATE | SCALE | ENG REF | |
| | MRB | MRB | 10/14/19 | NONE | N2473-54-B14 | |
| | N2473-53/54-B43 | | | REVISION | SHEET | |
| | | | | RO.1 | | |

| STATE | REQ# / SO# | REV | DESCRIPTION | DATE | REV BY | CHK BY |
|---|-------------|------------|-------------|----------|-------------|--------|
| OHIO | NOH-54508 | | | | | |
| PROJECT NAME: CITY OF CANTON STANDARD LED | | | | | | |
| NOSTALGIA_LUMINAIRE_NL318R_WITH_LED_&_GE21_KA5A_GLOBEHOLDER | | | | | | |
| DESIGN_NUMBER_NL318R-3-A4-Y1 | | | | | | |
| UNION METAL INDUSTRIES CORPORATION | DESIGNED BY | CHECKED BY | DATE | SCALE | ENG REF | |
| | MRB | MRB | 7/15/14- | NONE | NL318R-3-A3 | |
| | NL318R-3-A4 | | | REVISION | SHEET | |
| | | | | - | | |

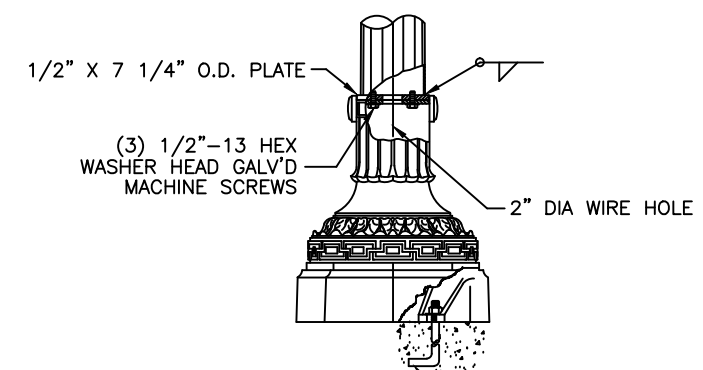
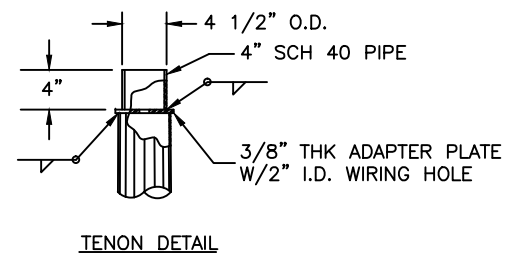
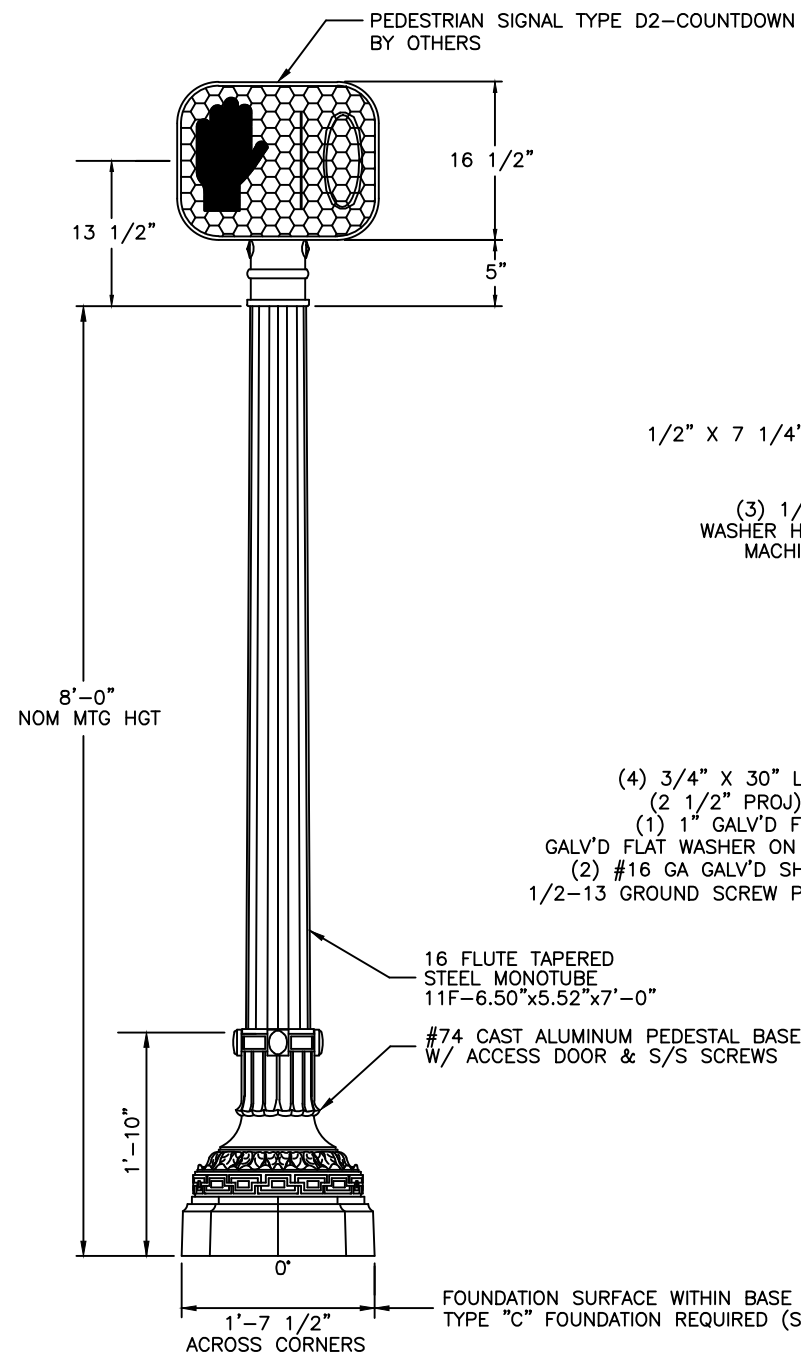


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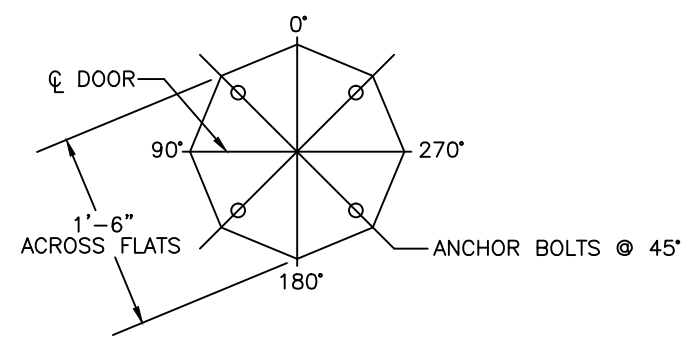
| DESCRIPTION | DATE | BY |
|--------------------------|------------|-----|
| CAD DRAWING | MAR 2014 | EEM |
| FLOWER POT HOLDERS ADDED | 02/23/2016 | EGM |
| LED ENGINE UPDATE | 07/06/2018 | RMB |
| UPDATED UM DRAWINGS | 04/22/2020 | EGM |
| TITLE BLOCK REVISION | 03/04/2021 | GML |

STANDARD DRAWING NO. 63
NOSTALGIA LIGHT POLE &
LUMINAIRE
CE_63_20210304.DWG

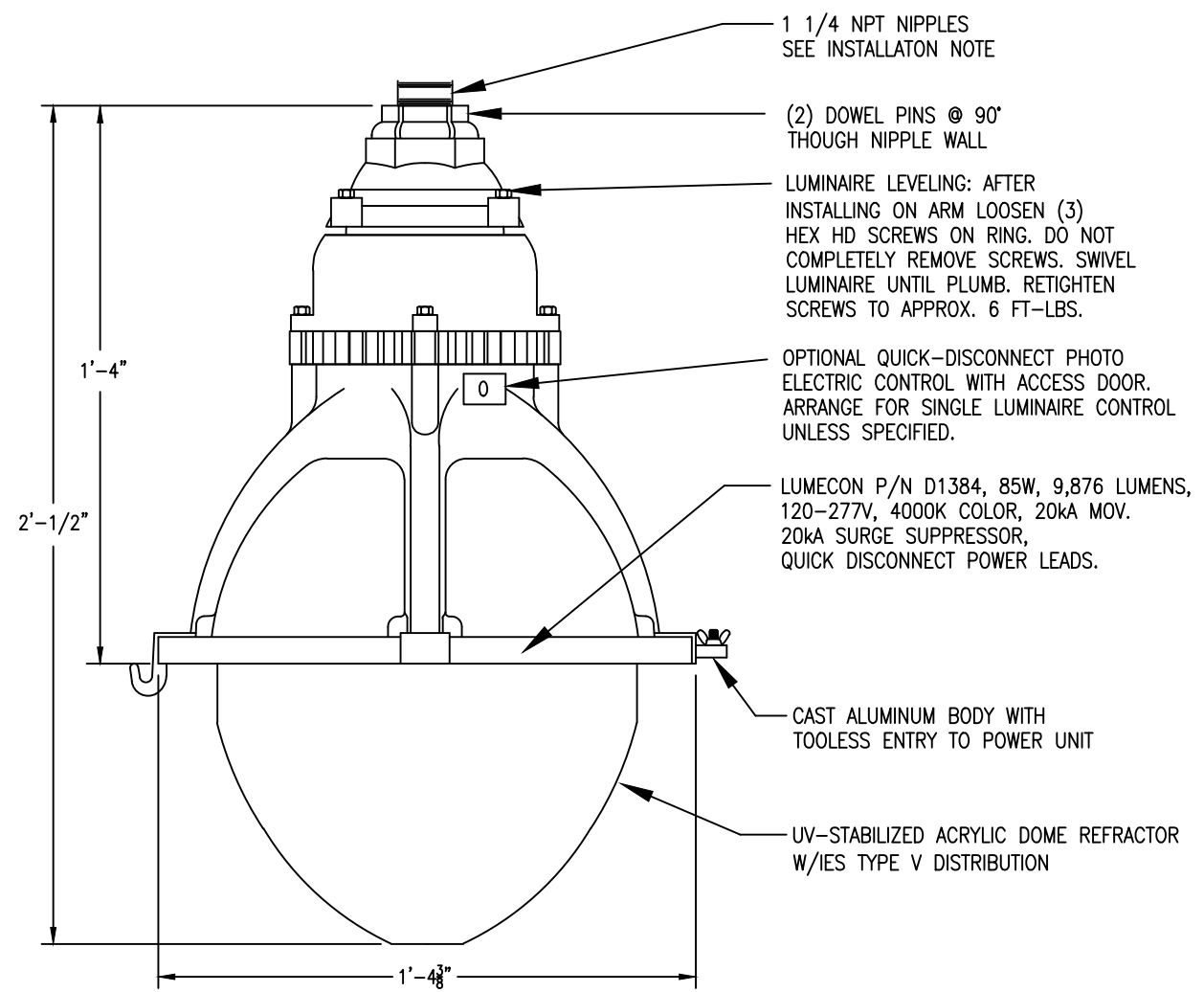
1 OF 1



- (4) 3/4" X 30" LG GALV'D ANCHOR BOLTS (2 1/2" PROJ) W/(1) GALV'D HEX NUT, (1) 1" GALV'D FLAT WASHER & (1) 3/4" GALV'D FLAT WASHER ON 12" B.C. (8 1/2" CTRS)
- (2) #16 GA GALV'D SHIMS PER POLE INCLUDED
- 1/2-13 GROUND SCREW PROVIDED IN ANCHOR LUG



| | |
|--|--------------------------------|
| 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 |
| | |
| DRAWN <u>WJC</u> | DRAWING NO. <u>N2000-74-B9</u> |
| DATE <u>4/24/98</u> | |
| CHECKED <u>GMP</u> | |



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.

NOTES:
 1. STANDARD FINISH IS POLYESTER POWDER COAT. COLOR SPECIFIED PER SALES ORDER.
 2. SLIP-FIT ELBOWS AVAILABLE FOR INSTALLATION ON PIPE ARMS, CONSULT FACTORY FOR OPTIONS.

PART NUMBER:
 NLJ1-110-A16-85W-120V-4000k-TY5-PEC

↑ PHOTO CONTROL REQUIRED
 ↑ REFRACTOR TYPE T5 OR T3
 ↑ COLOR TEMPERATURE 4000K
 ↑ INPUT VOLTAGE DESIRED
 ↑ WATTAGE 85W

WEIGHT 40 LBS. MAX. EPA 1.2 SQ. FT.

| | | | | |
|---|-------------|------------|----------|-------------|
| "J" STYLE LUMINAIRE WITH 110 TYPE GLOBE AND LUMECON L-RETRO-T LED | | | | |
| UNION METAL INDUSTRIES CORPORATION | DESIGNED BY | CHECKED BY | DATE | SCALE |
| | MRB | <i>WJC</i> | 9/13/16 | NTS |
| NLJ1-110-A16 | | | REVISION | SHEET |
| | | | R0.1 | SHT OF SHTS |

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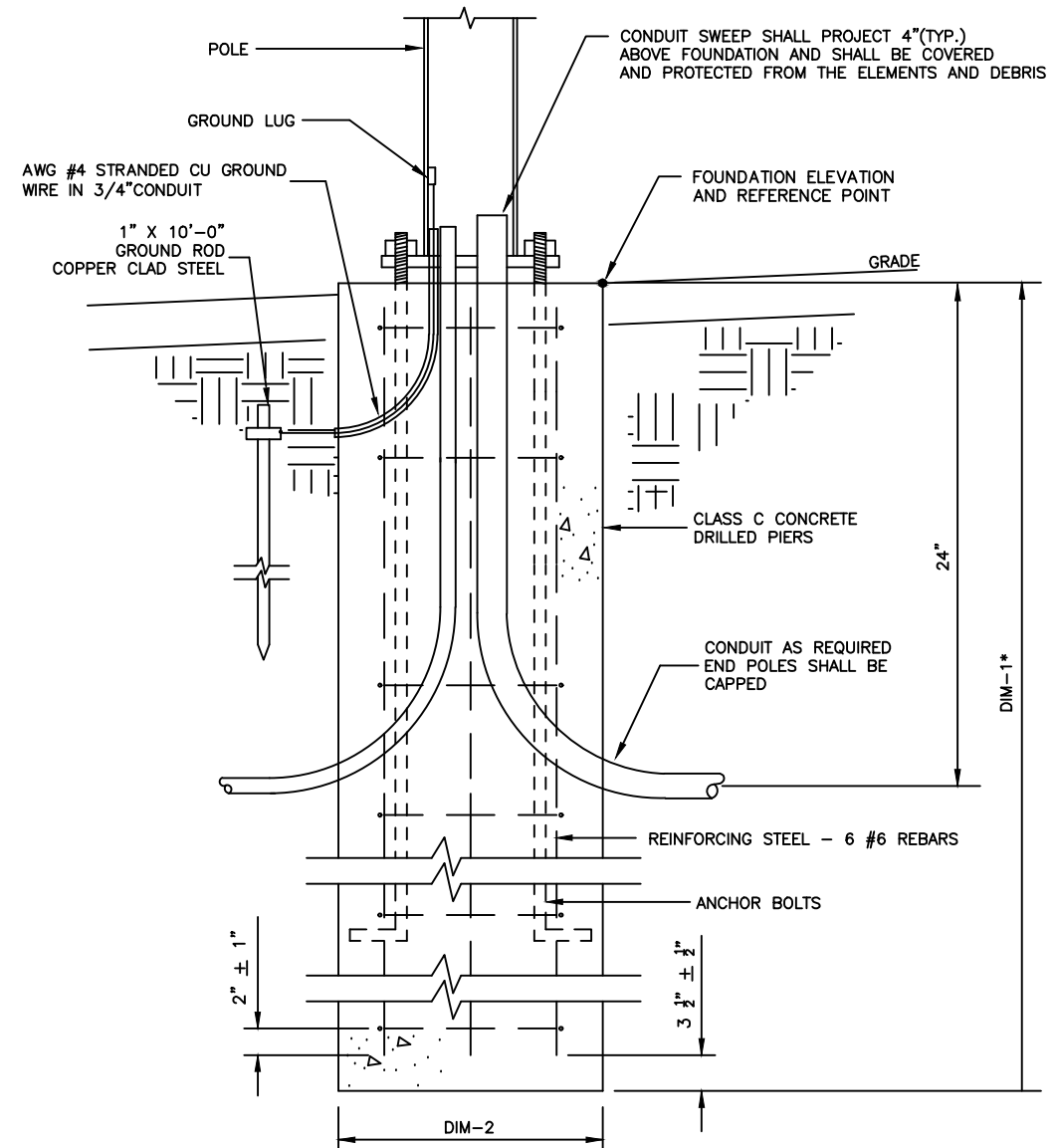
| DESCRIPTION | DATE | BY |
|--------------------------------|------------|-----|
| CAD DRAWING | APRIL 2012 | EEM |
| NEW LED RETROFIT KIT SPEC. | 08/26/2016 | EEM |
| CHANGED 55 WATT TO 85 WATT LED | 09/13/2016 | KS |
| UPDATED DRAWING NLJ1-110-A16 | 04/22/2020 | EGM |
| TITLE BLOCK REVISION | 03/04/2021 | GML |

STANDARD DRAWING NO. 64

NOSTALGIC PEDESRTIAN POLE & TEARDROP

CE_64_20210304.DWG

1 OF 1

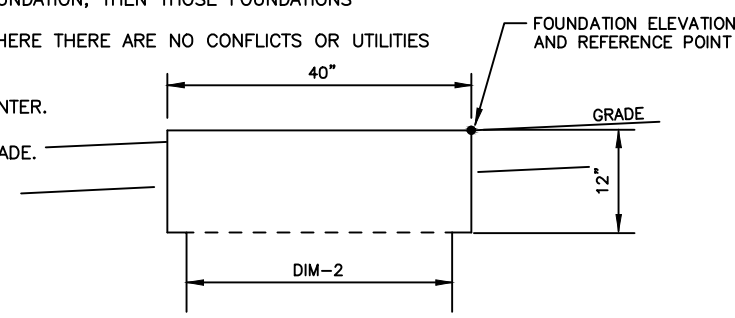


NOSTALGIC FOUNDATION DETAIL
NO SCALE

- 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.

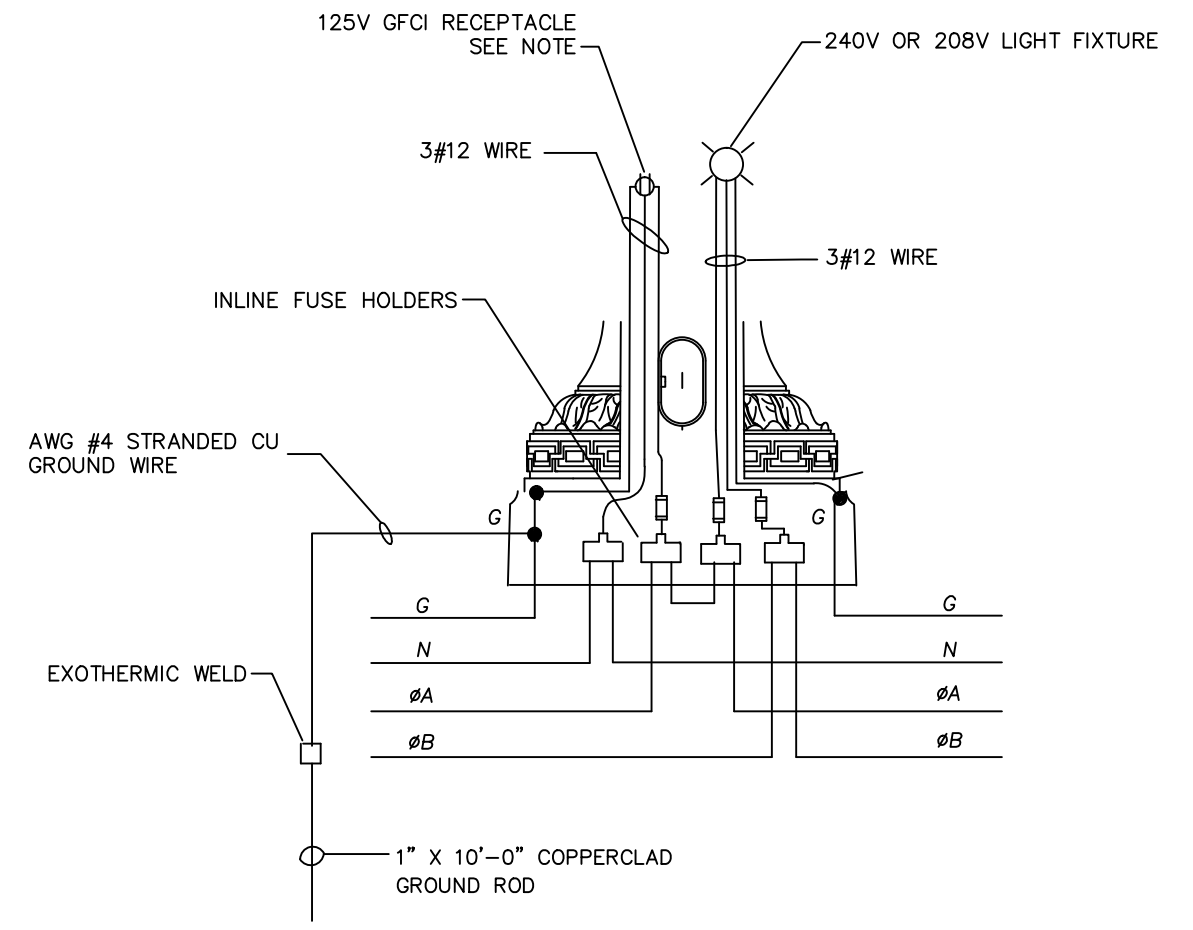
| FOUNDATION | DIM-1* | DIM-2 |
|---------------------------|--------|-------|
| SIGNAL (16" BOLT CIRCLE) | 9'-0" | 36" |
| SIGNAL (>16" BOLT CIRCLE) | 11'-0" | 36" |
| LUMINARIES | 6'-0" | 30" |
| PEDESTRIAN | 4'-0" | 24" |

* 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.



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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| DESCRIPTION | DATE | BY |
|---------------------------------|------------|-----|
| CAD DRAWING | MAR 2014 | EEM |
| MODIFIED DIMS AND OTHER CHANGES | 04/29/2014 | NJL |
| MODIFIED FOUNDATION NOTES | 02/21/2017 | EGM |
| TITLE BLOCK REVISION | 03/04/2021 | GML |

STANDARD DRAWING NO.65
NOSTALGIC POLE FOUNDATION
& WIRING DIAGRAM

CE_65_20210304.DWG

A. 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.

(1) MINIMUM WAGES

- (i) 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

Section 3 Reporting Requirements

1. Introduction

Section 3 of the Housing and Urban Development Act of 1968 seeks to ensure that economic opportunities – especially employment – generated by HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which federal assistance is invested.

Projects to which Section 3 applies include housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance exceeds \$200,000, (or \$100,000 in the cases of the Lead Hazard Control and Healthy Homes programs.) Section 3 applies to the entire project, regardless of whether the project is fully or partially assisted by HUD financial assistance.

Section 3 was updated and the new rule applies to Section 3 projects with funding committed on or after July 1, 2021. The implementing regulations are located at 24 CFR Part 75 and Federal Register Volume 85 No. 189, page 61524. Principally, the revisions require Contractors to monitor and report total labor hours worked on the project, of which 25% must be “Section 3 workers” and 5% must be “Targeted Section 3 Workers.” These benchmark requirements will be updated and published by HUD every five years.

City of Canton Entitled HUD Funding Sources Applicable to Section 3:

- HOME Investment Partnership
- Community Development Block Grant (CDBG)
- Emergency Solutions Grant (ESG)
- Lead Hazard Control Grants & Healthy Homes Production Grants

Contractors are encouraged to visit and promote HUD’s Section 3 Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>), where Section 3 Workers can search for jobs and post their resumes, Section 3 businesses can register and search for contracts, and where both Section 3 Recipients and employers can search for Section 3 businesses, post jobs and training positions, post contracts, and search job applicants.

2. Definitions

Contractor: any entity entering into a contract with: (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or (2) A subrecipient for work in connection with a Section 3 project.

Labor hours: the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person: a person whose gross household income does not exceed 80% of the area median income (AMI)

Material supply contracts: contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services: non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance: assistance as defined in 24 CFR 75.3(a)(1)

Section 3: Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u)

Section 3 business concern: A business concern that meets at least one of the following criteria, documented within the last six-month period: (i) It is at least 51 percent owned and controlled by low- or very low-income persons; (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker: Any worker who currently fits or when hired within the past five years fit at least one of the following categories: (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD; (ii) The worker is employed by a Section 3 business concern; or (iii) The worker is a YouthBuild participant. **The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.**

Service area or the neighborhood of the project: an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Targeted Section 3 worker: A worker employed by a Section 3 business concern or a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) A resident of public housing or Section 8-assisted housing; (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the

assistance; (iii) A YouthBuild participant; or (iv) a worker living within the service area or neighborhood of the project. Targeted Section 3 workers shall not exclude an individual that has a prior arrest or conviction.

Very low-income person: a person whose gross household income does not exceed 50% of the area median income (AMI)

YouthBuild programs: programs receiving assistance under the Workforce Innovation and Opportunity Act such as Project Rebuild (29 U.S.C. 3226)

3. Reporting

Contractors must report annually by April 30th (i) the total number of labor hours worked during the 12 month period ended March 31st annually during the project, including labor hours worked by any contractors and subcontractors; (ii) The total number of labor hours worked by Section 3 workers; and (iii) The total number of labor hours worked by Targeted Section 3 workers.

Section 3 benchmarks require that 25% or more of the total labor hours worked for all workers on a Section 3 Project must be attributed to Section 3 Workers, and that 5% or more of the total labor hours worked for all workers on a Section 3 Project must be attributed to Targeted Section 3 Workers.

“5 in 25” Benchmarks

$$\frac{\text{Section 3 worker labor hours}}{\text{Total Section 3 project labor hours}^*} \geq 25\%$$

MUST INCLUDE WITHIN THE TOTAL (“AND”)

$$\frac{\text{Targeted Section 3 worker labor hours}}{\text{Total Section 3 project labor hours}^*} \geq 5\%$$

If the project’s Section 3 benchmarks are not met, the Contractor must report its Section 3 compliance activities and those of its contractors and subcontractors. These qualitative efforts may include, but not be limited to: outreach efforts to generate job applicants who are Targeted Section 3 workers; training or apprenticeship opportunities; provision of technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching); provision of assistance to Section 3 workers in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services; holding one or more job fairs; provision of services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care) to Section 3 workers; provision of assistance to apply for/or attend community college, a four-year educational

institution, or vocational/technical training; assisting Section 3 workers to obtain financial literacy training and/or coaching; engaging in outreach efforts to identify and secure bids from Section 3 business concerns; providing technical assistance to help Section 3 business concerns understand and bid on contracts; dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns; providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns; promoting use of business registries designed to create opportunities for disadvantaged and small businesses; or providing outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

4. Recordkeeping

Contractors must make available to the City and to HUD all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the requirements of Section 3.

Contractors must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained: (i) A worker's self-certification that their income is below the income limit from the prior calendar year; (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing; (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs; (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained: (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs; (ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs; (iii) An employer's certification that the worker is employed by a Section 3 business concern; or (D) A worker's certification that the worker is a YouthBuild participant. (iv) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or (v) An employer's certification that the worker is employed by a Section 3 business concern.

The documentation described in this section must be maintained for the time period required for record retention in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200 (five years), whichever is greater.

A Contractor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

5. Contracting

Contractors must include the following language in any agreement, contract, or subcontract that applies to a Section 3 project:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. In accordance with the requirements of 24 CFR 75.19, the Contractor agrees to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations that the Contractor shall ensure that employment and training opportunities arising in connection with the Section 3 Project are provided to Section 3 Workers within the City of Canton area where the Section 3 Project is located. Where feasible, priority for opportunities and training described in this section should be given to: Section 3 Workers residing within the City of Canton area and/or the neighborhood of the project, and Participants in YouthBuild Programs. The Contractor further agrees to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, that priority contracting opportunities should be given to Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the service area of the neighborhood of the project, and YouthBuild Programs.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Contractor will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice

shall describe the Section 3 preference, shall set forth the bench marks for labor hours worked by Section 3 Workers and Targeted Section 3 Workers, and availability of any labor positions, apprenticeships, and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

E. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

6. Authorization and Release

Section 3 information, data, and documents are collected to and must comply with federal and state reporting and record keeping requirements. The information is also used to protect the public financial interest and to verify the accuracy of information submitted. When permitted by law, it may be released to government agencies, local public housing authorities, regional non-profit housing agencies, service providers and civil or criminal investigators and prosecutors. It may also be used for research and program evaluation purposes.

SECTION 3 STATEMENT

The undersigned has read and understands the Section 3 Requirements listed in this document and agrees to comply with, and to report required information to the City in accordance with these reporting requirements.

Contractor/Company Name: _____

Signature: _____

Title: _____

Section 3 Annual Report

Name of Project:

Name of Contractor:

Reporting Period:
(Year ended March 31)

Section 3 Labor Hours

This section must include employee information from the Contractor and all Subcontractors.

- a. Total labor hours worked by all employees:
- b. Total labor hours worked by Targeted Section 3 Workers:
- c. Total labor hours worked by Section 3 Workers
(including total labor hours worked by Targeted Section 3 Workers):

Section 3 Benchmark Compliance

Using the information reported above, please determine whether Section 3 compliance has been achieved:

- 1. Targeted Section 3 Workers comprised 5 percent or more of the total labor hours worked.**

Total labor hours worked by Targeted Section 3 Workers (B)/Total labor hours worked by all employees (A) = _____ (D)

Was compliance achieved (D is 5% or greater)? yes no

- 2. Section 3 Workers comprised 25 percent or more of the total labor hours worked.**

Total labor hours worked by Section 3 Workers (C)/Total labor hours worked by all employees (A) = _____ (E)

Was compliance achieved (E is 25% or greater)? yes no

If compliance was not achieved for either of the benchmarks above, please explain. Attach

additional page(s) if necessary.

Contractor's Certification

As officer and representative of:

Contractor Name: _____

Address: _____

Telephone Number: _____

On behalf of the Contractor, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Plan as part of the contract for this CDBG- and/or HOME-assisted project. It is further understood that final payment from the City of Boston for this project cannot be made until this report is submitted to the CDBG and/or HOME Grantee or authorized designee.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Section 3 Worker Self-Certification Form

Name:

Address:

Type of Section 3 Worker (check all that apply):

_____ The Worker's household income for the previous or annualized calendar year does not exceed 80% AMI (**Section 3 Worker**)

Select household size/income below

- _____ 1 Person - \$43,050
- _____ 2 Persons - \$49,200
- _____ 3 Persons - \$55,350
- _____ 4 Persons - \$61,500
- _____ 5 Persons - \$66,450
- _____ 6 Persons - \$71,350

_____ The Worker is employed by a Section 3 business concern (**Section 3 Worker**)

_____ The Worker is a YouthBuild participant (**Targeted Section 3 Worker**)

_____ The Worker is a resident of public housing or Section 8-assisted housing (**Targeted Section 3 Worker**)

_____ The Worker is a resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance (**Targeted Section 3 Worker**)

_____ The Worker lives within the service area or neighborhood of the project (**Targeted Section 3 Worker**)

Under the Pain and Penalty of perjury I hereby certify that the information provided on this form is true and accurate.

Section 3 Worker

Date

Section 3 Business Self-Certification Form

Business Name:

Business Address:

FIN:

UEI#:

Describe the Nature of the Business:

Business/Corporate Officers (Name, Title):

Contact Person (Name, Title, Phone):

Type of Section 3 Business (choose one):

_____ 51% or more owned/controlled by Section 3 Residents (Owner's household income does not exceed 80% of area median income) *(Please attach documentation of majority ownership and Section 3 Resident Self-Certification Form.)*

_____ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers *(Please attach Section 3 Resident Self-Certification Forms.)*

_____ 51 percent or more owned/controlled by current public housing residents or residents who currently live in Section 8-assisted housing. *(Please attach documentation of majority ownership and Section 3 Resident Self-Certification Form.)*

Under the Pain and Penalty of perjury I hereby certify that the information provided on this form is true and accurate.

Authorized Official

Title

Date

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

Items 1, 3 - 9 are optional and discretionary to the undersigned

THIS WASTE AGREEMENT, made this _____ day of _____ 20____, by and between _____ (called "Contractor"), and _____ of _____ (called "Land Owner"), concerning a certain construction contract between the Contractor and _____ in the City of Canton, OH for the _____ (project), as follows:

1. **MANNER OF WASTING:** Land Owner grants to Contractor the exclusive right to place dirt, earth, rock, topsoil, subsurface, unsuitable and/or other excess material (called "waste material") upon the area described in the following paragraph without requirement, limit, or restriction as to depth, amount, manner, or time.
2. **WASTE AREA:** The property upon which Contractor is permitted to place material is commonly known as _____ (address).
3. **TITLE TO WASTE AREA:** The Land Owner warrants that it has title to and the right to contract for placement of waste material in said area and agrees to defend and indemnify Contractor against any claim, suit, or damage arising out of such title or right to contract.
4. **ACCESS AND USE:** Land Owner hereby grants Contractor the right of ingress and egress to the waste area in locations to be selected by Contractor for all purposes necessary to the complete fulfillment of this agreement, and the right of quiet enjoyment in the intended use of such area.
5. **PAYMENT:** Contractor agrees to pay and Land Owner agrees to accept as full and final compensation for all rights granted and covenants contained herein and all claims of every nature the sum of _____ payable _____.
6. **BASIS OF MEASUREMENTS:** It is mutually agreed that measurement of the amount of materials wasted, where required, shall be made on the following basis: _____ and said measurement shall be binding upon the parties hereto for all purposes.
7. **DAMAGES:** Land Owner hereby waives any and all claims for damage to the waste area and to the area of ingress and egress except as specifically noted herein.
8. **RELEASE:** Upon receipt of final payment hereunder, and provided all terms of this agreement have been fulfilled, Land Owner hereby releases Contractor from further liability of any kind or nature hereunder.

WITNESSES:

CONTRACTOR:

Authorized Signature & Title

LANDOWNER:

Signature

9. **ENTIRE AGREEMENT:** It is agreed that the terms and conditions of this agreement are fully covered in the foregoing, and that any oral or written statements made by either party, or agents claiming to represent either party, not set forth herein, are not binding on the parties and are not considered as part of this Agreement.
10. **DISCLAIMER:** The City of Canton is not a party to the here above agreement. The Contractor and Landowner shall indemnify and save harmless the City of Canton from any claim that may arise from the here above agreement. The waste material is the property of the Contractor, not the City of Canton.

Code of Federal Regulations

Title 45 - Public Welfare

Volume: 4

Date: 2010-10-01

Original Date: 2010-10-01

Title: Section 2543.87 - Byrd anti-lobbying amendment.

Context: Title 45 - Public Welfare. Subtitle B - Regulations Relating to Public Welfare (Continued).

CHAPTER XXV - CORPORATION FOR NATIONAL AND COMMUNITY SERVICE. PART 2543 - GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS. Subpart E - Statutory Compliance.

§ 2543.87

Byrd anti-lobbying amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**ODOT Office of Local Programs
Notice to the Industry**

In December 2014, a compliance review of ODOT's Disadvantaged Business Enterprise (DBE) Program was conducted by the Federal Highway Administration's (FHWA's) Office of Civil Rights. A subsequent review was conducted in June 2015. The purpose of the reviews was to determine ODOT's compliance with the DBE program regulations found in 49 CFR Part 26.

In the end, it was determined that the ODOT DBE Program was noncompliant with Federal regulations. A total of 32 areas were identified in which the Department was deficient in implementing the Federal requirements; 7 of these were directly related to the Local Let program.

As a result of those findings, ODOT and FHWA entered into a Conciliation Agreement in September 2015 to address those areas of noncompliance in ODOT's DBE program. Since the inception of this agreement, the Office of Local Programs has played an integral part in addressing specific deficiencies related to the Local Let program and has worked to develop solutions to ensure compliance.

Following, are the programmatic and process changes that have been or will be implemented by ODOT's Office of Local Programs to address these seven areas.

PN007

This Note is a Local-let specific version of the ODOT-let PN 007 that was drafted in December of 2019. Requirements to monitor DBE Trucking have been updated to a monthly process that will be completed as part of the Trucking Affidavit Section on the new Prompt Payment Spreadsheet (*see PN31 Prompt Payment guidance below*). The Prime Contractor will be required to monitor trucking firms being used on the project and make appropriate selections on the Affidavit section of the Prompt Payment Spreadsheet.

Training and Guidance for this process can be located at:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/programs/local-programs/resources/prompt-pay>

PN13

A Local-let specific version of PN 13 was finalized and added to the Bid Doc Template in March of 2019. This proposal note outlines the requirements for identifying DBEs pre-award who will be utilized to meet the established project goals through the Utilization and Affirmation processes. This Proposal Note also provides defining criteria for Good Faith Efforts, termination, and the replacement of DBE firms.

Good Faith Efforts, termination, and replacement guidance may be located at:

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

For reference purposes, the Local-let Bid Doc Template may be found in the Forms/Bid Preparation Section at the following web page address:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/local-let-manual>

PN31

This Proposal Note was developed to outline the new comprehensive Prompt Payment and Commercially Useful Function (CUF) Procedures via the GoFormz platform. A template for this form may be found and submitted via the GoFormz website located at www.goformz.com (see *detailed directions for creating an account below*).

The Code of Federal Regulations (CFR), 49 CFR Part 26. Within 49 CFR Part 26, 49 CFR 26.29 define the prompt payment requirements that apply to ODOT (the Department), its subrecipients (LPA's), and, by extension, both Prime Contractors and Subcontractors (including non-DBEs). The Prime Contractor must comply with this Proposal Note and the Department's prompt payment requirements as published in Section 107.21 of the Construction and Materials Specifications (C&MS).

Additionally, ODOT will monitor payments made by Prime Contractors and Subcontractors for compliance with this Proposal Note, C&MS 107.21 and, where applicable, 49 CFR 26.29. To facilitate this monitoring, the Department requires prime contractors to report their payments to all subcontractors with the submission of each invoice. The payment data reported must include any retainage withheld and any previously withheld retainage released. All such reporting will take place through a web-based submission on a customized version of ODOT's GoForms, which will be directly routed to a project specific folder on a SharePoint site created by each district.

Invoices will not be approved and processed for payment unless this reporting form has been submitted and received by the Department.

To obtain a GoFormz account, you must first register and obtain a MyODOT account. To do this, please click [Link](#) and follow directions outlined on the website. Two process flowcharts linked below have also been provided to assist in better understanding this process.

<https://www.transportation.ohio.gov/static/Working/data-tools/PromptPay/Visio-LPA-LocalPublicAgency-access-GoFormz-SharePoint.pdf>

<https://www.transportation.ohio.gov/static/Working/data-tools/PromptPay/Visio-LPA-PrimeContractoraccess-GoFormz.pdf>

Once a MyODOT account has been set up, the account holder will need to email: GoFormz.Help@dot.ohio.gov

- In the Subject Line type Create GoFormz Account;
- After, a Login for Goformz will be emailed back to the sender, then
- Click www.goformz.com to access GoFormz and set up your account

You may access online training for Prompt Payment and CUF on the Local Programs LTAP page at the following web address:

http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/LTAP/Pages/Ohio_LTAP_eLearning.aspx

Additionally, a very beneficial GoFormz training/ YouTube webinar recording can be found at:

https://youtu.be/hes_7zi2n2U

PN32

To ensure compliance with State and Federal laws which require all contractors and subcontractors to be documented in writing and in conformity with all applicable laws and regulations, the Department will require that a C92 form be completed for each subcontractor and material supplier working on the project prior to their starting work via electronic C92 GoFormz (*process to access GoFormz described above*) which will automatically be uploaded to the respective District SharePoint site. This requirement will go into effect immediately for all Local-let projects advertising after 1/31/2021.

Additionally, this requirement allows the Department to accurately and fully track DBE participation, both race-neutral and race-conscious. This is necessary for semi-annual reporting to FHWA.

District LPA staff will grant SharePoint access to the appropriate LPA personnel enabling them to view and monitor project documentation. The Project Engineer or LPA Designee will be required to verify that a C92 GoFormz has been submitted for each subcontractor working on the project, and this requirement will also be routinely monitored by the District Construction Monitor to ensure compliance.

PN126

This Proposal Note must be used on all Local-let Design Build projects using the 2019 C&MS. The note revises Section 100 – General Provisions of the ODOT 2019 C&MS to be specific for LPAs. PN126 closely resembles the same note used on ODOT-let Design Build projects. The major update is the Prime Contractor's contractual obligation to make payment to each consultant, subcontractor, and supplier within 10 Calendar Days after receipt of payment from either the Department or LPA. Also, the Prime Contractor shall ensure this contractual obligation is placed in all consultants, subconsultants, subcontractor and supplier contracts that it enters into and further require that all consultants, subconsultants subcontractor and suppliers place the same payment obligation in each of their lower tier contracts.

For reference purposes, the Local-let Design Build Bid Doc Template may be found in the Forms/Bid Preparation Section at the following web page address:

<https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/local-let-manual>

Commercially Useful Function (CUF) Training

Training for CUF and Prompt Payment is located at the following web address:

http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/LTAP/Pages/Ohio_LTAP_eLearning.aspx

Additional Updates to the LTP Manual of Procedures – Construction Chapter

Clarification on Retainage Requirements

In accordance with Article XVIII, Section 3 of the Ohio Constitution, and Ohio's home rule law, the Department allows LPA program recipients the full flexibility to withhold retainage from the prime in strict accordance with sections 153.12 and 153.14 of the Revised Code, and pursuant to 49 CFR 26.29(b)(3).

Should an LPA exercise its option to retain funds, it must be done so in strict accordance with the rules outlined above. Additionally, LPAs who choose to do so, shall monitor the return of retainage and may withhold retainage by selecting one of three specified methods outlined in 49 CFR 26.29(b)(3):

(1) LPA may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from sub-contractors.

(2) LPA may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) LPA may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

FHWA Form 1273

A process has been outlined in the Construction Chapter of the LPA Manual of Procedures to ensure that the FHWA Form 1273 is physically incorporated into all Local-let construction contract and subcontract agreements (excluding purchase orders, rental agreements and other agreements for supplies or services). The LPA will be required to collect all contracts, subcontracts, and lower-tier contracts on the project from the Prime Contractor to verify Form FHWA-1273 has been physically incorporated. The LPA must then affirm the physical incorporation of Form FHWA-1273 by completing Appendix M – Form FHWA-1273 Subcontract Agreement Check.

The Construction Chapter of the LPA Manual of Procedures may be found at the following web page address: <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/local-let-manual>

Ensuring Continued Compliance

Moving forward, ODOT has committed to meet required corrective actions outlined in the Conciliation Agreement and ensuring that the Local-let Program is compliant with the DBE program requirements and regulations.

If there are any additional questions or comments, please do not hesitate to contact any of the individuals listed below.

Contact Information:

Any questions regarding the update outlined above should be directed to the following:

Office of Local Programs:

Jeff Peyton: 614-466-2032

Jeff Shaner: 614-644-6394

All questions regarding the **GoFormz** application can be directed to the following email address GoFormz.Help@dot.ohio.gov or the Admin Owners below.

GoFormz Admin Owners:

Janet Treadway: 614-466-7514

Tia Williams-Hayes: 614-644-6463

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2015-01-01

Original Date: 2015-01-01

Title: Section Â§ 200.322 - Procurement of recovered materials.

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Subpart D - Post Federal Award Requirements. - Procurement Standards.

§ 200.322

Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Prohibition on Covered Telecommunications and Video Surveillance Services or Equipment

Grants and Loans

This document is designed to address common questions regarding the Office of Management and Budget’s (OMB) implementation of section 889(b) of the National Defense Authorization Act (NDAA) of Fiscal Year 2019, Pub. L. No. 115—232, for grants and loans through the updates to section 200.216 of Title 2 of the Code of Federal Regulations (2 CFR).

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Q-1. What are “covered telecommunications equipment or services”?

Section 889 of the NDAA of 2019 defines “covered telecommunications equipment or services” to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

“Covered telecommunications equipment or services” also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country. Additional entities identified as covered entities will be identified as described in Q-2.

Q-2. How do you know if an entity has been added to the list of covered entities?

Entities added to this list will be incorporated into the excluded parties list in the System for Award Management (SAM) (www.sam.gov). When a user conducts a search of the excluded parties list, a record will appear describing the nature of the exclusion for any entity identified as covered by this prohibition.

Q-3. What is the covered foreign country?

The People’s Republic of China.

Q-4. Can this prohibition be waived for grants and loans?

Unlike Federal procurement, the prohibition cannot be waived for Federal assistance such as grants and loans.

Q-5. Is it mandatory to include a specific provision in Federal awards and notices of funding opportunity issued on or after August 13, 2020?

The Federal awarding agency must take positive steps to ensure that recipients are aware of the requirements associated with this provision as of August 13, 2020. While referencing 2 CFR Part 200 may likely suffice, including a specific provision may be a best practice in order to ensure clarity, especially because this is a new requirement.

Q-6. Does the Section 889 prohibition apply to existing Federal awards as of August 13, 2020?

Yes. The section 889 prohibition on covered telecommunications and video surveillance services or equipment is effective on all expenditures charged to Federal awards as of August 13, 2020.

Q-7. Will this prohibition impact fixed amount awards where payment is based upon the achievement of milestones and not based on actual costs?

Yes, the prohibition on covered telecommunications and video surveillance services or equipment applies and the recipient’s budget must not include the cost of covered telecommunications and video surveillance services or equipment in their fixed amount award.

Q-8. Can a Federal award be provided to a recipient when they use covered telecommunications equipment or services?

Yes, as long as the Federal award does not pay for the covered telecommunications and video surveillance services or equipment that the recipient uses. If the Federal agency suspects that the goods and services being procured under the award may in fact be prohibited, it must take appropriate action, consistent with its policies and procedures, and in accordance with the guidance in 2 CFR Part 200.

Q-9. Do existing Federal awards need to be amended to include the provision after August 13, 2020?

This prohibition applies to existing Federal awards. Federal awarding agencies must ensure that recipients are aware of this prohibition and determine if an amendment is needed on a case by case basis.

Q-10. If a Federal award issued prior to August 13, 2020 is amended for non-financial purposes (i.e., no cost extension or scope), does the amendment need to include this prohibition?

This prohibition applies to existing Federal awards. Federal awarding agencies must ensure that recipients are aware of this prohibition and determine if an amendment is needed on a case by case basis.

Q-11. If a Federal award issued prior to August 13, 2020 is amended for the purposes of adding supplemental funds, does the amendment need to include this prohibition?

This prohibition applies to existing Federal awards. Federal awarding agencies must ensure that recipients are aware of this prohibition and determine if an amendment is needed on a case by case basis.

Q-12. Can a Federal award be used to procure goods or services, unrelated to prohibited services or equipment, from an entity that uses such equipment and services?

Yes.

Q-13. Do recipients need to certify that goods or services procured under a Federal award are not for covered telecommunications equipment or services?

Yes, when the recipient signs an award agreement they are certifying that they will comply with all applicable laws, rules, and regulations, including the prohibition on covered telecommunications equipment and services. If the Federal agency suspects that the goods and services being procured under the award may in fact be prohibited, it must follow its own policies and procedures to take appropriate action that aligns with the guidance in 2 CFR Part 200. OMB is separately evaluating the certifications and representations statement in SAM and will make any necessary updates.

Q-14. Can recipients use the costs associated with covered telecommunications equipment or services or equipment to meet their cost sharing or match requirements?

No, such costs are unallowable costs.

Q-15. Can recipients use program income generated by a Federal award to cover the costs associated with covered telecommunications equipment or equipment?

No. Program income must be used for allowable costs in accordance with 2 CFR §200.307.

Q-16. Will this prohibition impact awards that use the de minimis indirect cost rate, as the 10% is based on modified total direct costs (MTDC) and not specific indirect costs elements?

No, the prohibition on covered telecommunications and video surveillance services or equipment does not affect a non-Federal entity's use of the de minimis indirect cost rate; however, the non-Federal entity must review its costs used to determine its de minimis indirect cost rate to ensure that unallowable costs are not included in the calculation. The MTDC cannot include unallowable costs in its calculation of the de minimis indirect cost rate.

Q-17. When a recipient normally charges prohibited services or equipment through their indirect cost pool, can a Federal award cover the same recipient's indirect costs?

No, like other unallowable costs, covered telecommunications and video surveillance services or equipment costs must not be charged either directly or indirectly to Federal awards. The recipient must separately negotiate an indirect cost rate for their Federal awards that excludes these costs from the indirect cost pool and base amount chargeable to its Federal award(s).

Q-18. How will covered telecommunications equipment or services as a new unallowable expense be implemented for indirect cost rates?

Federally approved indirect cost rate agreements generally do not need to be reopened or amended, but may need to be adjusted in accordance with 2 CFR § 200.411. The non-Federal entity must review its current indirect cost rate proposal or previously negotiated rate to ensure that it does not include expenses associated with covered telecommunications equipment or services because the non-Federal entity must certify that the costs included in its proposal are allowable.¹

- If a non-Federal entity has not included the covered telecommunications equipment or services, then it should include a statement with each indirect cost proposal affirming that it has not included any costs described in 2 CFR §200.216.
- If a non-Federal entity finds that it has included the covered telecommunications equipment or services in an indirect cost proposal currently under review or a previously negotiated rate, then it should immediately contact the cognizant agency for indirect costs to revise the indirect cost proposal or negotiated rate.

Q-19. How will Federal agencies identify covered telecommunications and video surveillance services or equipment as unallowable costs in the negotiation and random audit selection of indirect costs?

Federal agencies must adapt their policies and procedures to review the costs associated with the prohibited telecommunications and video surveillance services or equipment. 2 CFR Part 200 requires the recipient to certify that all costs within the negotiated indirect cost rate are allowable in accordance with 2 CFR Part 200, Subpart E (Cost Principles). The covered telecommunications and video surveillance services or equipment mentioned in Sec. 889 of the NDAA of 2019 are considered unallowable under 2 CFR Part 200, Subpart E (Cost Principles).

¹ 2 C.F.R. Part 200, Appendix III (F), Certification; Appendix IV (D), Certification of Indirect (F&A) Costs; Appendix VII (D.3), Required Certification.

Q-20. What are the Federal awarding agencies' responsibilities to monitor adherence to this provision?

Federal awarding agencies are responsible for the implementation of this provision, as they are for the other compliance requirements in 2 CFR Part 200, and must incorporate oversight of this provision into their existing the monitoring and compliance oversight of Federal awards. Adherence to these new requirements will also be reviewed for costs incurred on or after August 13, 2020 in future Single Audits and other audits of recipient spending.

Q-21. How should a Federal awarding agency handle a recipient that procured covered telecommunications equipment or services or equipment under a Federal award?

If a recipient procures covered technology under a Federal award, the Federal awarding agency must follow its policies and procedures associated with monitoring Federal awards and, when appropriate, pursue remedies for noncompliance, which must align with the guidance provided in 2 CFR Part 200.

Exclusion Search Results 17 Total Results

Filtered by:

| | |
|---|---------------|
| Keyword | Status |
| Hangzhou Hytera Huawei Zhejiang ZTE dahua | Active |
| | Inactive |

Dr. Zhiwei Wang ● Active

| | | |
|-------------------------------|---|--------------------------|
| DUNS Unique Entity ID: | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: | HEALTH AND HUMAN SERVICES, DEPARTMENT OF | Jul 21, 2020 |
| | Classification: | Termination Date: |
| | 👤 Individual | Jul 20, 2030 |

HANGZHOU HONGYAN TRADING CO., LTD ● Active

| | | |
|-------------------------------|----------------------------------|--------------------------|
| DUNS Unique Entity ID: | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: | OFFICE OF FOREIGN ASSETS CONTROL | |
| | Classification: | Termination Date: |
| | 👤 Special Entity Designation | Indefinite |

ZTE Corporation ● Active

| | | |
|---|---------------------------------|--------------------------|
| DUNS Unique Entity ID: 654608660 | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: HWEKRJ3F3N29 | GENERAL SERVICES ADMINISTRATION | Dec 13, 2019 |
| | Classification: | Termination Date: |
| | 👤 Firm | Indefinite |

Huawei Investment & Holding Co., Ltd. ● Active

| | | |
|---|---------------------------------|--------------------------|
| DUNS Unique Entity ID: 544957314 | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: Y3NYMV2P5446 | GENERAL SERVICES ADMINISTRATION | Dec 13, 2019 |
| | Classification: | Termination Date: |
| | 👤 Firm | Indefinite |

Hangzhou Hikvision Digital Technology Co., Ltd. ● Active

| | | |
|---|---------------------------------|--------------------------|
| DUNS Unique Entity ID: 545259848 | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: L78SCHFL4JN8 | GENERAL SERVICES ADMINISTRATION | Dec 13, 2019 |
| | Classification: | Termination Date: |
| | 👤 Firm | Indefinite |

Hytera Communications Corporation Limited ● Active

| | | |
|---|---------------------------------|--------------------------|
| DUNS Unique Entity ID: 654702463 | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: DUKCMD4EJJG8 | GENERAL SERVICES ADMINISTRATION | Dec 13, 2019 |
| | Classification: | Termination Date: |
| | 👤 Firm | Indefinite |

Zhejiang Dahua Technology Co., Ltd. ● Active

| | | |
|---|---------------------------------|--------------------------|
| DUNS Unique Entity ID: 545242687 | Excluding Agency: | Activation Date: |
| SAM Unique Entity ID: ED47N4Z1K8S9 | GENERAL SERVICES ADMINISTRATION | Dec 13, 2019 |
| | Classification: | Termination Date: |
| | | |

 Firm

Indefinite

HONGYUAN MARINE CO LTD ● Active

DUNS Unique Entity ID:

Excluding Agency:

Activation Date:

SAM Unique Entity ID:

OFFICE OF FOREIGN ASSETS CONTROL

Jan 10, 2020

Classification:

Termination Date:

 Special Entity Designation

Indefinite

Zhongli DING ● Active

DUNS Unique Entity ID:

Excluding Agency:

Activation Date:

SAM Unique Entity ID:

OFFICE OF FOREIGN ASSETS CONTROL

Dec 07, 2020

Classification:

Termination Date:

 Individual

Indefinite

SHANGHAI GANG QUAN TRADE CO. ● Active

DUNS Unique Entity ID:

Excluding Agency:

Activation Date:

SAM Unique Entity ID:

OFFICE OF FOREIGN ASSETS CONTROL

May 17, 2017

Classification:

Termination Date:

 Special Entity Designation

Indefinite

SHANGHAI NORTH TRANSWAY INTERNATIONAL TRADING CO. ● Active

DUNS Unique Entity ID:

Excluding Agency:

Activation Date:

SAM Unique Entity ID:

OFFICE OF FOREIGN ASSETS CONTROL

May 17, 2017

Classification:

Termination Date:

 Special Entity Designation

Indefinite

Yueyue SHEN ● Active

DUNS Unique Entity ID:

Excluding Agency:

Activation Date:

SAM Unique Entity ID:

OFFICE OF FOREIGN ASSETS CONTROL

Dec 07, 2020

Classification:

Termination Date:

 Individual

Indefinite

Huawei Technologies Co., Ltd. ● Active

DUNS Unique Entity ID: 654292358

Excluding Agency:

Activation Date:

SAM Unique Entity ID: DCAMUHE5N6W1

DEPT OF THE AIR FORCE

Feb 21, 2019

Classification:

Termination Date:

 Firm

Indefinite

Huawei Device Co., Ltd. ● Active

DUNS Unique Entity ID: 421306185

Excluding Agency:

Activation Date:

SAM Unique Entity ID: JKTPF89M9P73

DEPT OF THE AIR FORCE

Feb 21, 2019

Classification:

Termination Date:

 Firm

Indefinite

HUAWEI DEVICE USA INC. ● Active

DUNS Unique Entity ID: 078284967

Excluding Agency:

Activation Date:

SAM Unique Entity ID: LCF7TMLFD2J2

DEPT OF THE AIR FORCE

Feb 21, 2019

Classification:

Termination Date:

 Firm

Indefinite

Zuoyou LIN ● Active

DUNS Unique Entity ID:

SAM Unique Entity ID:

Excluding Agency:
OFFICE OF FOREIGN ASSETS CONTROL

Classification:
👤 Individual

Activation Date:
Sep 03, 2020

Termination Date:
Indefinite

Daniel Y. HE ● Active

DUNS Unique Entity ID:

SAM Unique Entity ID:

Excluding Agency:
OFFICE OF FOREIGN ASSETS CONTROL

Classification:
👤 Individual

Activation Date:
Oct 19, 2020

Termination Date:
Indefinite

Title VI Plan

CITY OF CANTON OHIO

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Introduction

The City of Canton receives federal funding through the Ohio Department of Transportation (ODOT), and as a requirement to receive funding, must adhere to Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, and national origin in programs and activities of any entity that receives federal financial assistance.

Specifically, Title VI provides: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” (42 USC 2000d)

In addition to adhering to Title VI, our agency complies with other related nondiscrimination statutes in the delivery of our programs and services that provide protections based on disability, age, sex, and low-income status.

Assurances

The City of Canton acknowledges that it is a sub-recipient of federal funds through the Ohio Department of Transportation (ODOT).

As such, City of Canton understands it must comply with Title VI of the Civil Rights Act of 1964 (Title VI) and related statutes, Title 49 of the Code of Federal Regulations (CFR) Part 21 and 23 CFR Part 200, to ensure that no person on the ground of race, color, or national origin, is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, services or activities.

I am authorized to sign this assurance on behalf of City of Canton. By signing this assurance, City of Canton agrees to comply with Title VI and related nondiscrimination statutes.

Policy Statement and Notice to the Public

Policy Statement

It is the policy of City of Canton to assure nondiscrimination in compliance with Title VI and related nondiscrimination statutes in the delivery of its programs, services and activities. City of Canton provides the notice below to the public to inform them of their rights under Title VI. The notice is placed on the City's website.

Rights of The Public

The City of Canton operates its programs and services without regard to race, color, national origin, sex, age, disability, or low-income status in accordance with Title VI of the Civil Rights Act of 1964 and its related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Canton.

For more information on City of Canton's Title VI/Nondiscrimination Program and the procedures to file a complaint, contact Andrea Perry, Safety Director, (330-438-3303, or andrea.perry@cantonohio.gov.) You may also visit our administrative office at 218 Cleveland Avenue SW, 8th Floor, Canton OH 44702. For more information, visit <https://www.cantonohio.gov>.

A complaint may be filed directly with the Ohio Department of Transportation online at <http://www.dot.state.oh.us/Divisions/ODI/EqualOpportunity/Pages/TitleVI.aspx> or by using the following contact information: Ohio Department of Transportation, Office of Equal Opportunity, 1980 West Broad Street, Mail Stop 3270, Columbus, Ohio 43223; 614.466.3264; Toll-Free: 1.877.845.5058; Ohio Relay Service: 1.800.750.0750.

A complaint may be filed directly with the Federal Highway Administration online at <https://www.fhwa.dot.gov/civilrights/file/titlevi.cfm> or by using the following contact information: Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor E81-105, Washington, D.C. 20590; 202.366.0693; FHWA.TitleVIcomplaints@dot.gov.

Overview of Agency and Title VI Coordinator

Overview of Agency

The City of Canton is a city organized under the statutes of the Ohio Revised Code. Canton provides the services and infrastructure required by businesses and private citizens.

Canton's city government is comprised of an elected mayor and nine elected council persons. The mayor has four cabinet officials. Each of the numerous departments reports to one of the cabinet officials.

Title VI is coordinated by the Safety Director, who is also one of the four cabinet members.

Title VI Coordinator: Andrea Perry, Safety Director; Contact Information:

- andrea.perry@cantonohio.gov.)
- 330-438-3303
- 218 Cleveland Avenue SW, 8th Floor, Canton OH 44702

Specific responsibilities include:

- Administer, coordinate and Implement the Title VI Program plan and distribute internally and externally via website and update annually as required.
- Ensure that Assurances are being used in contracts for federal projects.
- Attend Title VI training.
- Collect public involvement data.
- Review written Title VI complaints and ensure every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.
- Implement a plan that provides training to City Staff on the basic requirements of the Title VI implementation plan.

Training

Staff for the City will be provided training on the requirements of Title VI. Considering the relatively small size of the City of Canton and limited financial resources, current training may be limited to web access to this document and it's attachments, ODOT/LTAP provided live or recorded webinars, or ODOT/FHWA in-person training. A log showing the names of all Staff that have been made aware of this document (sign off that they have read the document) will be kept. A list of training by individual staff members will be kept. All new employees will be required to receive the same training.

Complaint Procedure

Any person who believes that he or she has been excluded from participation in or has been denied the benefits or services of any of our programs or activities based on race, color, national origin, sex, age, disability, or income status may file a complaint of discrimination under Title VI, other nondiscrimination statutes, and executive orders. A complaint must be filed no later than 180 days after the date of the last instance of alleged discrimination.

A person can file a formal complaint, by accessing City of Canton's complaint form located at www.cantonohio.gov or mail in a written complaint to:

218 Cleveland Avenue SW, 8th Floor, Canton OH 44702

City of Canton also accepts complaints in alternate formats including by telephone and in-person.

Additionally, a complaint may be filed directly with the Ohio Department of Transportation online at <http://www.dot.state.oh.us/Divisions/ODI/EqualOpportunity/Pages/TitleVI.aspx> or by using the following contact information: Ohio Department of Transportation, Office of Equal Opportunity, 1980 West Broad Street, Mail Stop 3270, Columbus, Ohio 43223; 614.466.3264; Toll-Free: 1.877.845.5058; Ohio Relay Service: 1.800.750.0750.

Further, a complaint may be filed directly with the Federal Highway Administration online at <https://www.fhwa.dot.gov/civilrights/file/titlevi.cfm> or by using the following contact information: Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor E81-105, Washington, D.C. 20590; 202.366.0693; FHWA.TitleVIcomplaints@dot.gov.

The following information must be included when filing a complaint:

- Complainant's contact information
- Basis of complaint (e.g. race, color, national origin)
- Person and/or agency alleged to have discriminated
- Date(s) the alleged discrimination occurred
- Explanation of what happened

(Once the formal complaint is received, the City of Canton will send an acknowledgement letter within 10 business days, and then forward to ODOT for further review.

City of Canton maintains a list of any complaints filed against our agency) that allege discrimination based on race, color, national origin, sex, age, disability, or low-income status as it relates to our programs and services whether initially filed with our agency, with ODOT or FHWA, or with another entity (e.g. – Court of Common Pleas.

Data Collection and Analysis

City of Canton has developed procedures for collecting and analyzing data of the participants and beneficiaries of our programs and services we provide. We review this data to identify any indicators of potential discrimination whether intentional or a result of disparate impact.

Public Involvement and Language Assistance

Public Involvement

A voluntary public involvement survey, if applicable, may be used to collect information regarding persons affected by proposed projects. The survey permits respondents to remain anonymous, while voluntarily answering questions regarding their gender, ethnicity, race, age, sex, disability status, and household income. This voluntary public involvement survey is available at all public hearings and meetings. Once the survey data has been collected, it will be reviewed and then the survey will be placed in a file for future reference. In the case enough surveys are collected over time to show a significant increase in LEP populations, the City may consider changes to their LEP policy. Completed surveys shall be retained for a period of three years from the date of the meeting and/or completion of the related project, if applicable.

Limited English Proficiency (LEP)

On August 11, 2000, President Clinton signed Executive Order 13166, entitled 'Improving Access to Services for Persons with Limited English Proficiency.' The Executive Order requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. (This order applies to all) state (and local agencies which receive federal funds.) The guidance of this order outlines the following four factors to conduct an LEP assessment.

- 1) Determine the number or proportion of LEP persons served or likely to be encountered in the eligible service population
- 2) Assess the frequency with which LEP individuals come in contact with your programs, activities or services
- 3) Consider the nature and importance of the programs, activities or services provided
- 4) Evaluate the resources available and associated costs of providing interpretation and translation services

Summary of the Four Factor Analysis

Factor 1- The number and proportion of LEP persons eligible to be served or likely to be encountered by the City can only be estimated until the actual number of persons who can speak English less than "very well" are documented as needing assistance by City Staff . With this Title VI Plan being in early development stages and considered a document that may need regular updates, US Census Bureau information is being used at this time. The total population is provided below to shown general

distribution of race and ethnicity in the community. The estimated number of persons that may not speak English “very well” is following in the US Census Bureau 2006-2010 American Community Survey.

The U.S. Census Bureau provides statistics from 2010 for the City of Canton as follows:

Total population = 74,451

Population by Ethnicity: Hispanic or Latino = 1,805. Non Hispanic or Latino = 72,646

Population by Race:

White = 53,150 African American = 16,854, Asian = 193, American Indian or Alaska Native = 372, Native Hawaiian and Pacific Islander = 0, Other = 431, Identified by two or more = 3,451.

The US Census Bureau 2006-2010 American Community Survey 5-Year Estimates under SELECTED SOCIAL CHARACTERISTICS estimates the number of people in Canton who speak a language other than English to be 2,945 with those speaking English less than “very well” estimated at 1.0% or approximately 983 individuals who may be considered limited in English proficiency.

Factor 1(continued)- According to the census numbers above there may be up to 983 individuals who live in the City of Canton that *may* be considered as LEP. Based on actual contact between City Staff and the community there have been very few requests from anyone in the service area asking the City to provide language translation services. Therefore, the LEP population is probably even less than the estimate shown above.

Factor 2- The frequency with which LEP individuals come into contact with the program, activity or service:

Due to the infrequent requests for translation services, there appears to be a minimal need for translation services from the City. This may be attributed to the high percentage of younger people (87.6% for ages up to 17) who are available as family members for translation services.

Factor 3. The nature and importance of the program, activity, or service provided by the program:

If at any time a LEP individual requests translation services that are considered important such that denial or delay of access or services or information could have serious or even life-threatening implications, the City will provide, upon request, services to assist the LEP population including translation of vital City documents and interpretation services.

Factor 4. The resources available to the City and costs:

The City of Canton currently has several staff members who are bilingual in English and Spanish and are available to translate requests from the Hispanic population on a day to day basis. The City also provides many of their outreach services in the predominate languages of the community, English and Spanish. In addition, certified translation services are available through LanguageLine Solutions, a telephone translation service that is accessible for phone line translations services 24 hours a day. These are services the City provides upon request as discussed in factor 3 above.

Summary of LEP Accommodation Plan ·

- The City of Canton strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to City services.
 - A U.S. Census Bureau “I Speak” card is available as part of this document, on the City’s webpage, and at the City Engineering Office, Building A, 2436 36th St NW, Canton Ohio 44702. This card allows LEP individuals to communicate their preferred language to City Staff. Staff members can access a translation service called Language Line, phone number 1-800-752-6096. Other translation services may be used as determined by the City.
- For language translation requests from the Hispanic or Latino community the City has several staff members who are bilingual and are available to provide translation services on a day to day basis. ·

Appendix A

Appendix A – Assurances

As part of its assurance to comply with Title VI, as provided by DOT Order 1050.2A, City of Canton includes the following nondiscrimination language in its bid documents and contracts.

For bid documents

City of Canton in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

For contracts

Insert the clauses of Appendix A and Appendix E.

For real estate instruments

[Insert Appendix B into deeds transferring United States property (**Appendix B only applies to direct transfers from the United States and is rarely used.*)]

[Insert Appendix C into instruments transferring real property]

[Insert Appendix D into instruments for the construction, use, or access to real property]

APPENDIX B

This is applicable when acquiring federally owned land

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the **City of City of Canton, Ohio** will accept Title to the lands and maintain the project constructed thereon, in accordance with (Name of Appropriate Legislative Authority), the Regulations for the Administration of the Federal Aid Transportation Program and the policies and procedures prescribed by ODOT or FHWA of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **City of Canton, Ohio** all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **City of Canton, Ohio** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the **City of Canton, Ohio**, its successors and assigns.

The **City of Canton, Ohio**, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and)* (2) that the **City of Canton, Ohio** shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C

If land is acquired through the federal highway program and the City sells or leases the property to another entity Appendix C is applicable

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the **City of Canton, Ohio** pursuant to Assurance 7.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, **City of Canton, Ohio** shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]*

That in the event of breach of any of the above nondiscrimination covenants, the **City of Canton, Ohio** shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the **City of Canton, Ohio** and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the **City of Canton, Ohio** pursuant to the provisions of Assurance 7.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Sub-Title A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

That in the event of breach of any of the above nondiscrimination covenants, **City of Canton, Ohio** shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, **City of Canton, Ohio** shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of **City of Canton, Ohio** and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into *by pursuant to the provisions of Assurance 706*

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, *(Title of Recipient)* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, *(Title of Recipient)* will there upon revert to and vest in and become the absolute property of *(Title of Recipient)* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Signature and Proposal Pages

**Signature Page
6th St NW Streetscape, GP 1404**

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 **6th St NW Streetscape, GP 1404** 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.

6th St NW Streetscape, GP 1404

Proposal Page

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

| REF | ITEM | Item Description | QTY | Unit | Labor Unit Price | Material Unit Price | Total Unit Price | COST |
|-----|------|--|------|------|------------------|---------------------|------------------|------|
| | | ROADWAY | | | | | | |
| 1 | 202 | Pavement Removed, Asphalt | 42 | S.Y. | | | | |
| 2 | 202 | Pavement Removed, Concrete Drive Approach | 19 | S.Y. | | | | |
| 3 | 202 | Curb Removed | 182 | Foot | | | | |
| 4 | 202 | Walk Removed | 2120 | S.F. | | | | |
| 5 | 252 | Sawcut Existing Road | 200 | S.F. | | | | |
| 6 | 608 | Curb Ramp, Type 1, As Per Canton Std. Dwg. 33 | 55 | S.F. | | | | |
| 7 | 608 | ADA Ramp Installation | 2 | Each | | | | |
| 8 | 608 | 3" Concrete Walk | 160 | S.F. | | | | |
| 9 | 608 | 5" Concrete Walk | 1345 | S.F. | | | | |
| 10 | 608 | 7" Non-Reinforced Concrete Pavement, CLASS QC 1P | 95 | S.F. | | | | |
| 11 | 609 | Concrete Curb | 182 | Foot | | | | |
| 12 | 611 | Subgrade Compaction (As Per 611.06 & Supp. Spec. 1015) | 37 | SY | | | | |
| 13 | 653 | 4" Topsoil Furnished and Placed | 3 | C.Y. | | | | |
| 14 | 659 | Seeding and Mulching, Class 1 | 23 | S.Y. | | | | |
| | | PAVEMENT | | | | | | |

| | | | | | | | | |
|----|------|--|-----|------|--|--|--|--|
| 15 | 304 | Aggregate Base (4" Thick) | 35 | C.Y. | | | | |
| 16 | 407 | Tack Coat | 12 | Gal | | | | |
| 17 | 408 | Prime Coat | 32 | Gal | | | | |
| 18 | 441 | Asphalt Concrete, Surface Course, Type 1, (2" Thick) | 4 | C.Y. | | | | |
| 19 | 452 | 6" Non-Reinforced Concrete Pavement, Class QCIP | 81 | S.Y. | | | | |
| 20 | Spec | 2.25" Landscaping Brick (including Leveling Sand) | 160 | S.F. | | | | |
| 21 | 608 | Concrete Steps, As Per Plan | 5 | Foot | | | | |
| 22 | 625 | Pull Box, Misc: Lighting, 725.06, 17" x 30" | 1 | Each | | | | |
| 23 | 625 | 2" Conduit, As Per Plan | 165 | Foot | | | | |
| 24 | 625 | 3" Conduit, As Per Plan | 165 | Foot | | | | |
| 25 | 625 | Light Pole Foundation | 2 | Each | | | | |
| | | STORM SEWER | | | | | | |
| 26 | 625 | 4" Shallow Pipe Underdrains | 24 | Foot | | | | |
| | | TRAFFIC | | | | | | |
| 27 | 642 | Bike Lane Symbol Marking, Type 1 | 1 | Each | | | | |
| 28 | 642 | Bike Lane Arrow, Type 1 | 1 | Each | | | | |
| 29 | 642 | Channelizing Line, 12", Type 1 | 440 | Foot | | | | |
| | | INCIDENTALS | | | | | | |
| 30 | 614 | Maintaining Traffic, Complete | 1 | Lump | | | | |
| 31 | 623 | Construction Layout Stakes | 1 | Lump | | | | |
| 32 | 624 | Mobilization | 1 | Lump | | | | |

| | |
|--------------|--|
| TOTAL | |
|--------------|--|

Base Bid Price in Figures

Base Bid Price in Words

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