



The City of Canton

Invitation to Bid

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

GP 1248 - 13th St. NW Reconstruction, PID 104873

Item/Project

Engineering

Responsible Department

2:00:00 PM, 4/28/2020

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



Table of Contents and Bidder's Checklist - GP 1248 - 13th St. NW Reconstruction, PID 104873

LEGAL NOTICE

INSTRUCTIONS TO BIDDERS

OWNER-CONTRACTOR AGREEMENT

BID GUARANTY AND CONTRACT BOND

BID FORM

CONTRACTOR'S QUALIFICATION STATEMENT

MODIFIED GENERAL CONDITIONS (EJCDC)

ODOT MANUAL SUPPLEMENT

CITY OF CANTON CODIFIED ORDINANCES

STATEMENT OF CLAIM FORM

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT

PRE-BID SUBSTITUTION FORM

Appendix A: ~~Project Labor Agreement~~

Appendix B: Prevailing Wage Rates and Information

Appendix C: Specifications and Drawings

Appendix D: LPA Specifications and Agreement

Appendix E: Title VI Requirements

Appendix F: Modified Standard General Conditions of the Construction Contract

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

_____ [Pre-Bid Substitution](#), if any proposed substitutes have been pre-approved.

_____ [Bid Guaranty and, if applicable Contract Bond](#)

_____ [Contractor's Qualification Statement](#)

_____ [Contractor's List of Subcontracted Work Categories](#)

_____ [A list identifying its DBE subcontractors and participation rates as a percentage of the Contract Price](#), and if the DBE participation goal has not been met, certification of good faith efforts to meet the DBE participation goal.

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

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



The City of Canton

LEGAL NOTICE:

Ordinance #34/2020

The City of Canton, Ohio Director of Public Service will accept sealed bids on or before 2:00 PM local time on Tuesday, April 28, 2020 for the purpose of securing bids for the:

GP 1248 – 13th St. NW Reconstruction, PID 104873

The City will disqualify any bid not received on or before 2:00 PM local time on Tuesday, April 28, 2020. Shortly after the deadline for the submission of bids, bids received on time will be publically opened and read aloud. The Fourth Floor of Canton City Hall, 218 Cleveland Ave. SW, Canton, OH 44702 is the location for the Bid Opening.

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

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

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

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

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force at the time of bid, at the time of award, and through the life of the construction contract. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. The "prime" contractor must perform no less than 30 percent of the total original contract price. Subcontractors are not subject to the pre-qualification requirement.



The City of Canton

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

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

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

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

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

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

All companies must submit their Federal ID Number.

A Project Labor Agreement (PLA) is not required for this project.

The estimated construction cost is \$1,460,327.50 for this project.

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

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

Please contact Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov if you have any questions regarding this bid.

By order of the Canton Director of Public Service: John M. Highman, Jr.

Published in the Repository: April 6, April 13 and April 20, 2020



INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

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



A. BIDDER'S PLEDGE AND AGREEMENT

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

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

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



The City of Canton

For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

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

C. OWNER & ENGINEER

1. The Owner is:

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

The Owner's Representative is:

Nick Loukas

2. The Design Engineer for the Project is:

IBI Group
4150 Belden Village Street - Suite 104
Canton, Ohio 44718

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **GP 1248 - 13th St. NW Reconstruction, PID 104873 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 **Road Reconsruction, sanitary sewer, streetscape**, and the like as set forth in the Contract Documents.
2. Alternate No. 1 for this Project is **NA**.
3. Alternate No. 2 for this Project is **NA**.



The City of Canton

4. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
5. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
6. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact **Nick Loukas**, The City of Canton, at **nick.loukas@cantonohio.gov** or **330-438-6920** if they have any interest in accessing the Project site, independent of any pre-bid meeting.

F. ESTIMATE OF COST

1. The total estimated construction cost for the Base Bid Work for the Project for which bids are being solicited at this time is **\$1,460,327.50**.

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

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



The City of Canton

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

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

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

Bids must be received at the designated location for the bid opening before 2:00:00 PM, local time, on 4/14/2020.

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



The City of Canton

- b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
 - c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents as described in Paragraph M.1 below.
 - d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
 - e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
 - f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.
8. Bonds and Guarantees
- a. **Bid Guaranty:** Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. **NOTE: AIA or EJCDC Bid Bond forms are not acceptable.**
 - b. **Contract Bond:** The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA or EJCDC Bond forms are not acceptable.**
 - c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the



The City of Canton

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

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

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

I. METHOD OF AWARD

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



The City of Canton

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

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

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

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

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



The City of Canton

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



The City of Canton

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

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



The City of Canton

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

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

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

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

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

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

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



The City of Canton

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

J. EXECUTION OF CONTRACT

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

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

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

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

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date;
 - d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.
4. When the Owner approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.



The City of Canton

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.

LI. UNIT PRICES

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

LII. ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. This is **4/21/2020, 2:00:00 PM**. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Owner will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.



The City of Canton

2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. All Addenda will be issued, except as hereafter provided, via the current City bid tool at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be posted via the Owner's current bid tool and it is the responsibility of the bidder or any other interested party to check the bid tool for any updates or addenda. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should check the Owner's bid tool prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner at purchasing@cantonohio.gov. Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only and will be made available by the City's web tool. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.



P. STATE SALES AND USE TAXES

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

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

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

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

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

180 calendar days

2. Liquidated Damages.
 - a. Overall Project Substantial Completion. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion or Finally Complete within thirty (30) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages for Overall Project Substantial Completion are set forth in the tables included in the Owner-Contractor Agreement. The total amount of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete or to the extent that its Work is not Finally Complete more than thirty (30) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables.
3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.



R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

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

S. MODIFICATION/WITHDRAWAL OF BIDS

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



The City of Canton

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 or under the Davis-Bacon and Related Acts 29 CFR Part 1, Part 3, and Part 5 per the U.S. Department of Labor, whichever prevailing wage rate applies to the Project being completed. 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 or the Davis-Bacon and Related Acts 29 CFR Part 1, Part 3, and Part 5. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code or Davis-Bacon and Related Acts.

W. DBE PARTICIPATION GOALS

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

8%

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



The City of Canton

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

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

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

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

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

X. OTHER LOCAL ORDINANCE REQUIREMENTS

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

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



The City of Canton

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

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

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

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

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

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

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

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



The City of Canton

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



The City of Canton

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

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

Y. OHIO PUBLIC WORKS COMMISSION FUNDING

1. 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 Engineer is a Third Party Hired by Owner and
Engineer Has Construction Administration Duties]***

Owner:

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

Contract:

Ordinance:
Alternates:

Contractor:

Telephone:
Fax:

**Project: GP 1248 - 13th St. NW Reconstruction, PID
104873**

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

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

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

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

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



The City of Canton

are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

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

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

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

2. ENGINEER RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Engineer and the Contractor or any Subcontractor or Material Supplier to the Project. The Engineer, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Engineer and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Engineer are specifically authorized and directed by the Owner to the Contractor through the Engineer acting on behalf of the Owner.

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

2.1 The Engineer is:
TBD
TBD
TBD, TBD TBD



3. TIME FOR COMPLETION AND PROJECT COORDINATION.

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

3.2 DATE OF SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Owner or Engineer. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **180 calendar days** of the Date of Commencement (“Date of Substantial Completion”). Substantial 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



The City of Canton

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

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

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	NA	
2	NA	

4.3 Allowances included in the Contract Sum:

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

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

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

6. GENERAL.



The City of Canton

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

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

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

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

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

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

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

6.7.1 NON-DISCRIMINATION. Contractor agrees:

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



The City of Canton

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

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

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

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

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

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

6.11 CONTRACTOR ATTESTATIONS.

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



The City of Canton

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

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

Owner:

The City of Canton

By: _____

Name: _____

Title: _____

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____



The City of Canton

CERTIFICATE
(Section 5705.41, R.C.)

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

DATED: _____

Fiscal Officer



The City of Canton

BID GUARANTY AND CONTRACT BOND
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto the **City of Canton** as
obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____
_____, 20___, to undertake the construction of the **GP 1248 - 13th St. NW Reconstruction, PID
104873 Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's
bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date
referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum
exceed the amount of _____ Dollars (\$_____). (If the
foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add
Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of
the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment
of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20___.

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

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

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

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



The City of Canton

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

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

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____



The City of Canton

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

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



The City of Canton

CONTRACT BOND
(O.R.C. § 153.57)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20____, enter into a contract with the Owner for construction of the **GP 1248 - 13th St. NW Reconstruction, PID 104873 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 **GP 1248 - 13th St. NW Reconstruction, PID 104873 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.



The City of Canton

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



The City of Canton

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

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

LEGAL NAME OF BIDDER: _____

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



The City of Canton

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

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

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

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

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

END OF SECTION



The City of Canton

CONTRACTOR'S QUALIFICATION STATEMENT

GP 1248 - 13th St. NW Reconstruction, PID 104873 Project

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

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: GP 1248 - 13th St. NW Reconstruction, PID 104873 Project

1. ORGANIZATION

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



The City of Canton

- 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
 - 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
 - 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
2. LICENSING
- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
 - 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
 - 2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.
3. EXPERIENCE
- 3.1. List the categories of work that your organization normally performs with its own forces.
 - 3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1. Has your organization ever failed to complete any work?
 - 3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?
 - 3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.
 - 3.3. Has your organization ever failed to comply with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.
 - 3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.



The City of Canton

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

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

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

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



The City of Canton

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

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

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

4. REFERENCES

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

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 (EJDC)

Please go to this [link](#) for the document or see full Modified General Conditions attached as Appendix F.



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 1, 2019, are incorporated in this ODOT Supplement, subject to any changes or limitations herein.
 - a. **Item 101.01, General.**
 - b. Item 101.02, Abbreviations, provided that references to DCA, DDD, DET, DGE shall mean the Owner.
 - c. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:
 - i. Claims is deleted
 - ii. Contract Bond is deleted.
 - iii. Contract Documents is deleted.
 - iv. Contract Price is deleted.
 - v. Contract Time is deleted.
 - vi. Contractor is deleted.
 - vii. Department shall mean the Owner.
 - viii. Director shall mean the Owner's representative.
 - ix. Disputes is deleted.
 - x. Engineer is deleted.



The City of Canton

- xi. Extra Work Contract is deleted.
- xii. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.
- xiii. Final Inspector shall mean the Owner.
- xiv. Laboratory is deleted.
- xv. Prebid Question is deleted.
- xvi. Proposal Guaranty is deleted.
- xvii. Questionnaire is deleted.
- xviii. Shop Drawings is deleted.
- xix. Signatures on Contract Documents is deleted.
- xx. State or state shall mean the Owner.
- xxi. Subcontractor is deleted.
- xxii. Work is deleted.
- d. **Item 101.04, Interpretations.**
- e. Item 103.03, Cancellation of Award.
- f. Item 104.02.D.2, Significant Changes in the Character of the Work (including Tables 104.02-1 and 104.02-2 following this Item), provided that all references to Item 108 and 109.12 are deleted and that all time adjustments shall be subject to filing a Change Proposal and / or Claim in accordance with the Modified Standard General Conditions and substantiating the entitlement to an extension of time as provided in the Modified Standard General Conditions (EJCDC Document C-700, 2013 edition) ("Modified Standard General Conditions").
- g. Item 104.03, Rights in and Use of Materials Found on the Work.
- h. Item 104.04, Cleaning Up.
- i. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.
- j. Item 105.06, Superintendent.
- k. Item 105.10, Inspection of Work.
- l. Item 105.11, Removal of Defective and Unauthorized Work.
- m. Item 105.12, Load Restrictions.
- n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.
- o. Item 105.14, Maintenance During Construction, except substitute "Final Completion" for "Final Inspector accepts the work under 109.12" and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.
- p. Item 105.15, Failure to Maintain Roadway or Structure.
- q. Item 105.16, Borrow and Waste Areas.
- r. Item 105.17, Construction and Demolition Debris.
- s. Item 106.01, Source of Supply and Quality Requirements.
- t. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor



The City of Canton

without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.

- u. **Item 106.03, Small Quantities and Materials for Temporary Application.**
- v. **Item 106.04, Plant Sampling and Testing Plan.**
- w. **Item 106.05, Storage of Materials.**
- x. **Item 106.06, Handling Materials.**
- y. **Item 106.07, Unacceptable Materials, except substitute the word “unacceptance” in the third sentence with the word “unacceptable.”**
- z. **Item 106.08, Department-Furnished Material.**
- aa. **Item 106.09, Steel and Iron Products Made in the United States.**
- bb. **Item 107.01, Laws to be Observed.**
- cc. **Item 107.02, Permits, Licenses, and Taxes.**
- dd. **Item 107.03, Patented Devices, Materials, and Processes.**
- ee. **Item 107.05, Federal-Aid Provisions.**
- ff. **Item 107.06, Sanitary Provisions.**
- gg. **Item 107.07, Public Convenience and Safety.**
- hh. **Item 107.08, Bridges Over Navigable Waters.**
- ii. **Item 107.09, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.**
- jj. **Item 107.10, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete, and all references to Items 109.11 and 109.12 are deleted.**
- kk. **Item 107.11, Contractor’s Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.**
- ll. **Item 107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner’s representative and, if there is no Owner’s representative, to the Engineer. Reference to the “State of Ohio, Department of Transportation” shall mean the Owner.**
- mm. **Item 107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, “When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier”.**
- nn. **Item 107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.**
- oo. **Item 107.15, Contractor’s Responsibility for Work, provided that reference to “Final Inspection according to 109.12.A” shall mean “Final Completion.” and all references to Item 108 are deleted.**
- pp. **Item 107.17, Furnishing Right-of-Way.**
- qq. **Item 107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.**
- rr. **Item 107.20, Civil Rights.**



The City of Canton

- ss. Item **107.21, Prompt Payment.**
- tt. **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. Item **108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner (Reserved.)**
- bbb. Item 109.05, Extra Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall require the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department shall mean the Ohio Department of Transportation, e) the compensation provided in 109.05.B through 109.05.D constitutes payment in full for all the items referred to in Items 109.05.C.1-10, except for any additional compensation for delays, f) the mark-ups provided in Items 109.05.D.2.b and 109.05.D.2.d are deleted, and g) Item 109.05.D.2.f regarding home office overhead is deleted. The Contractor's entitlement to home office overhead, if any, shall be subject to current Ohio law.
- ccc. **109.06, Directed Acceleration.**
- ddd. **(Reserved.)**
- eee. **109.08, Unrecoverable Costs.**
5. Divisions 200 through 700. Divisions 200 through 700 of the State of Ohio Department of Transportation, Construction Specifications Manual in the current version as of January 1, 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.



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.~~



The City of Canton

- 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



The City of Canton

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.)



The City of Canton

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.)



The City of Canton

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.



The City of Canton

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

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

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

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

Notary Public

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



INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

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

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

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

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: **GP 1248 - 13th St. NW Reconstruction, PID 104873**

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

GP 1248 - 13th St. NW Reconstruction, PID 104873 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

Appendix B: Prevailing Wage Requirements and Rates

Overview

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

Payroll Dates Form

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

Letter of Authorization for Payroll Signature

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

Fringe Benefits Form

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

Notification to Employee Form

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

Certified Payroll

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

Affidavit of Compliance

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

Apprentices

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

Subcontractors

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

Prevailing Wage Rates

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

PAYROLL DATES

PREVAILING WAGE LAW

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

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

Day Pay Period Starts: _____

Day Pay Period Ends: _____

Day that Workers are Paid: _____

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

Contractor Signature

Date

Company Name & Address

EXAMPLE

PAYROLL DATES
PREVAILING WAGE LAW

Example

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

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

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

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

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

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

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

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

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

LETTER OF AUTHORIZATION FOR PAYROLL SIGNATURE:

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

FEDERAL I.D.# _____

GENTLEMEN:

RE: _____
(Project Name) (Project Number)

_____ Canton, Ohio 447
(Address)

_____ hereby authorizes
(Company Officer/ Owner – Title)

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

BY: _____
(Print Name)

(Signature)

(Title)

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

Seal :

Notary Public

PREVAILING WAGE NOTIFICATION to EMPLOYEE

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

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

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

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

Hourly fringe benefits paid on your behalf by this Company:

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

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

FRINGE BENEFITS

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

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

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

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

HEALTH & WELFARE PLAN: _____

ADDRESS: _____

PENSION PLAN: _____

ADDRESS: _____

APPRENTICESHIP PROGRAM: _____

YOUR COMPANY IS: _____ UNION _____ NON-UNION

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

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

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

CONTRACTOR'S NAME: _____

ADDRESS: _____

PROJECT NAME: _____

PAYROLL

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

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



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

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

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

PROJECT AND LOCATION

FOR WEEK ENDING

PAYROLL NO.

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5)		(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
				TOTAL HOURS WORKED EACH DAY	TOTAL HOURS			FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS

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

Public Burden Statement

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

Date _____

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

(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.

NAME AND TITLE

SIGNATURE

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

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

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

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

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

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

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

Use of Section 4(c), Exceptions

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

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

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

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

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

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

>

Affidavit of Compliance

PREVAILING WAGES

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

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project Name and Location)

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

compliance with prevailing wage requirements of the contract between

_____ and the City of Canton, Ohio.

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

(Signature of Officer or Agent)

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

(Notary Public)

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

"General Decision Number: OH20200001 03/20/2020

Superseded General Decision Number: OH20190001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

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

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	03/13/2020
4	03/20/2020

BROH0001-001 06/01/2019

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

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

BROH0001-004 06/01/2019

Rates Fringes

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

 BROH0003-002 06/01/2019

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

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

 BROH0005-003 05/01/2019

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 34.85	16.94
SANDBLASTERS.....	\$ 35.10	16.94
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 35.35	16.94
SWING SCAFFOLDS.....	\$ 35.35	16.94

 BROH0006-005 06/01/2019

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

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

 BROH0007-002 06/01/2019

LAWRENCE

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

 BROH0007-005 06/01/2019

PORTAGE & SUMMIT

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

 BROH0007-010 06/01/2019

PORTAGE & SUMMIT

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

BROH0008-001 06/01/2019		
COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run, Middleton, & Unity Townships and the city of New Waterford), MAHONING & TRUMBULL		

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

BROH0009-002 06/01/2019		
BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY		

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

BROH0010-002 06/01/2019		
COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)		

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

BROH0014-002 06/01/2019		
HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)		

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

BROH0016-002 06/01/2019		
ASHTABULA, GEAUGA, and LAKE COUNTIES		

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

BROH0018-002 06/01/2019		
BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:		

	Rates	Fringes
--	-------	---------

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

BROH0022-004 06/01/2019

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

Rates Fringes

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

BROH0032-001 06/01/2019

GALLIA & MEIGS

Rates Fringes

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

BROH0035-002 06/01/2019

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

Rates Fringes

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

BROH0039-002 06/01/2019

ADAMS & SCIOTO

Rates Fringes

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

BROH0040-003 06/01/2019

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

Rates Fringes

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

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

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

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

BROH0044-002 06/01/2019

Rates Fringes

Bricklayer, Stonemason

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

BROH0045-002 06/01/2017

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

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

BROH0046-002 06/01/2019

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

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

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

BROH0052-001 06/01/2019

ATHENS COUNTY

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

BROH0052-003 06/01/2019

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

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

BROH0055-003 06/01/2017

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

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

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

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

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02

CARP0200-002 05/01/2017

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

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

CARP0248-005 07/01/2008

LUCAS & WOOD

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

CARP0248-008 07/01/2008

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

CARP0254-002 05/01/2017		
ASHTABULA, CUYAHOGA, GEAUGA & LAKE		
	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2016		
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT		
	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21

CARP0639-003 05/01/2017		
MEDINA, PORTAGE & SUMMIT		
	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99

CARP0735-002 05/01/2019		
ASHLAND, ERIE, HURON, LORAIN & RICHLAND		
	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91

CARP1311-001 05/01/2017		
BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN		
	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

CARP1393-002 07/01/2008		
CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD		
	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05
DIVERS - \$250.00 per day		

CARP1393-003 07/01/2008		
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT		
	Rates	Fringes

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

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

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

CARP1871-008 05/01/2017

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

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

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

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

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

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

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

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

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

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

 ELEC0008-002 05/27/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 40.45	1.5%+20.23

 ELEC0032-003 12/02/2019

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

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

 ELEC0038-002 04/29/2019

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

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 39.13	20.69

FOOTNOTES;

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

 ELEC0038-008 04/29/2019

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 27.55	11.98
Installer Technician.....	\$ 26.30	11.94

FOOTNOTES;

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

 ELEC0064-003 11/25/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	15.83

 ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,
 FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,
 JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston
 Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,
 MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,
 Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal
 Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,
 Jefferson, Oxford, Perry, Salem, Rush, Washington & York
 Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,
 Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

 ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,
 MONTGOMERY, PREBLE, and SHELBY COUNTIES

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

 ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
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 12/02/2019

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

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

ELEC0082-006 11/26/2018		

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

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

ELEC0129-003 03/25/2019		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.35	17.30

ELEC0129-004 03/25/2019		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.35	17.30

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 06/03/2019		

BROWN, CLERMONT, and HAMILTON COUNTIES

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

 ELEC0245-001 01/01/2020

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

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

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

 ELEC0245-003 01/01/2020

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

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

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

 ELEC0245-004 01/01/2020

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 46.53	25.9%+6.75
Groundman/Truck Driver.....	\$ 17.70	25.9%+6.75
Lineman.....	\$ 40.46	25.9%+6.75
Operator - Class 1.....	\$ 32.37	25.9%+6.75
Operator - Class 2.....	\$ 28.32	25.9%+6.75

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be

paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/29/2018

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

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

ELEC0306-005 05/28/2018

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

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

ELEC0317-002 06/01/2019

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 34.35	25.70

ELEC0540-005 01/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.71	24.22

ELEC0573-003 11/25/2019

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

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....\$ 34.21 19.24

 ELECO575-001 05/27/2019

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

Rates Fringes

ELECTRICIAN.....\$ 33.75 17.19

 ELECO648-001 09/02/2019

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

Rates Fringes

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

 ELECO673-004 05/27/2019

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

Rates Fringes

CABLE SPLICER.....\$ 33.31 21.46
 ELECTRICIAN.....\$ 33.03 21.45

 ELECO683-002 05/27/2019

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.....\$ 34.50 21.20
 ELECTRICIAN.....\$ 33.50 20.18

 ELECO688-003 12/02/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	18.86

 ELEC0972-002 06/01/2019

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

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

 ELEC1105-001 05/28/2018

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

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

 ENGI0018-003 05/01/2019

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

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel

Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

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

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer 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, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; 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 05/01/2019

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.....	\$ 34.93	22.00

 IRON0017-010 05/01/2019

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.....	\$ 34.93	22.00

 IRON0044-001 06/01/2018

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

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

 IRON0044-002 06/01/2019

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the

northern county line through E. Monroe to Marshall) & WARREN
 (South of a line drawn from Blanchester through Morrow to the
 west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 28.00	21.20
Ornamental; Structural.....	\$ 29.47	21.20

 IRON0055-003 07/01/2019

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

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

 IRON0147-002 06/01/2015

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

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

 IRON0172-002 06/01/2019

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth),
 COSHOCTON (West of a line beginning at the northwestern county
 line going through Walhonding & Tunnel Hill to the southern
 county line), CRAWFORD (South of Rte. #30), DELAWARE,
 FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn
 from Roundhead to Maysville), HIGHLAND (Eastern one-fifth),
 HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern

one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.00	20.70

IRON0207-004 06/01/2019

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.....	\$ 30.72	25.15
Ornamental; Reinforcing;		
Structural.....	\$ 28.06	24.70
Ornamental; Reinforcing.....	\$ 29.72	25.18

IRON0290-002 06/01/2019

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.....	\$ 29.23	33.35

IRON0549-003 12/01/2018

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

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

IRON0550-004 05/01/2019

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

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 28.90	19.87

IRON0769-004 06/01/2019		

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

	Rates	Fringes
IRONWORKER.....	\$ 32.00	25.95

IRON0787-003 12/01/2019		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

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

LABO0265-008 05/01/2018		

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 31.05	10.95
GROUP 2.....	\$ 31.22	10.95
GROUP 3.....	\$ 31.55	10.95
GROUP 4.....	\$ 32.00	10.95
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 33.66	10.95
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 32.28	10.95
GROUP 2.....	\$ 32.45	10.95
GROUP 3.....	\$ 32.78	10.95
GROUP 4.....	\$ 33.23	10.95
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 30.62	10.95
GROUP 2.....	\$ 30.79	10.95
GROUP 3.....	\$ 31.12	10.95

GROUP 4.....\$ 31.57 10.95

LABORER CLASSIFICATIONS

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

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

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

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

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

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

PAIN0006-002 05/01/2018

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

Rates Fringes

PAINTER

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

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

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2019

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

Rates Fringes

PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 27.64	17.79
GROUP 2.....	\$ 27.39	17.79
GROUP 3.....	\$ 27.39	17.79
GROUP 4.....	\$ 27.39	17.79
GROUP 5.....	\$ 27.39	17.79
GROUP 6.....	\$ 27.39	17.79
GROUP 7.....	\$ 27.39	17.79
GROUP 8.....	\$ 27.39	17.79
GROUP 9.....	\$ 27.39	17.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or

More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		
GUARDRAILS-LIGHTPOLES-		
STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0093-001 12/01/2018

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

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

PAIN0249-002 05/01/2019

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

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

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2018

BELMONT, HARRISON and JEFFERSON COUNTIES

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

PAIN0476-001 06/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 06/01/2019

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

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

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

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

PAIN0788-002 06/01/2019

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 24.66	14.05
Structural Steel.....	\$ 26.26	14.05

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

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

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

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

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

PAIN0813-005 12/01/2008

	Rates	Fringes
GALLIA, LAWRENCE, MEIGS & VINTON		

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

PAIN0841-001 06/01/2018

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

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

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 06/01/2018

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

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

PAIN1020-002 04/01/2019

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

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

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2019

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

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

PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

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

PLAS0132-002 05/01/2018

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

	Rates	Fringes
--	-------	---------

PLASTERER.....\$ 28.86 17.11

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLAS0886-001 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 29.63 17.11

PLAS0886-003 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 28.86 17.11

PLAS0886-004 05/01/2018

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

Rates Fringes

PLASTERER.....\$ 28.21 17.11

PLUM0042-002 07/01/2018

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

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

PLUM0050-002 07/01/2019

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.00	26.73

PLUM0055-003 04/29/2019

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.....	\$ 36.55	26.74

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

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

PLUM0094-002 05/01/2019

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.78	20.14

PLUM0120-002 04/30/2018

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.67	22.42

PLUM0162-002 01/01/2020

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 31.25	25.52

PLUM0168-002 06/01/2019

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

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

* PLUM0189-002 06/01/2019

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 38.45	16.98

PLUM0219-002 05/31/2018

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

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

PLUM0392-002 06/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.81	21.27

PLUM0396-001 06/01/2019

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.00	25.46

PLUM0495-002 06/01/2018

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon

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

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

PLUM0577-002 06/01/2019		

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

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

PLUM0776-002 08/01/2019		

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

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

TEAM0377-003 05/01/2019		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 28.04	15.70
GROUP 2.....	\$ 28.46	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 05/01/2019		

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
--	-------	---------

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

GROUP 1: Straight & Dump, Straight Fuel

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

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

=====

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

Specifications
Revised 2/4/2020

1.01 **TECHNICAL SPECIFICATIONS:**

The Technical Specifications and Drawings are provided under separate cover at the Purchasing Department website at <https://www.cantonohio.gov/448/Purchasing-Procurement>.

All item numbers referenced to in the drawings refer to the State of Ohio Department of Transportation Construction and Material Specifications, 2019 Edition. All equipment, material and workmanship shall be performed according to these specifications and any Ohio Department of Transportation Standard Construction Drawings (SCD) referenced on the plans.

1.02 **SUPPLEMENTAL SPECIFICATIONS:**

01-00 - Project Documentation and Submittal Requirements for All Public Work Projects and Subdivision Developments

Supplemental Specification 01-00

PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS FOR ALL PUBLIC WORK PROJECTS AND SUBDIVISION DEVELOPMENTS

September, 2000

*Revised August, 2018

Project Submittals: The following listed items are the full responsibility of the Contractor. These items become part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. A typewritten letter shall accompany all items, on Company letterhead; clearly describe each item submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. The City will reject any information not clearly legible. **Submit four copies of the project submittals.**

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. All actions other than "no exception taken" will require supporting notation or information for project review.

Allow at least 10 business days for City's review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor.

The City will not pay directly for the performance of the work listed. This work is a subsidiary obligation of the Contractor.

1. Shop Drawings
2. Preconstruction Video
3. Progress Schedule
4. Release Statement for Disposal of Excavated Material
5. Traffic Control Plan
6. Contractor and Subcontractor Emergency Contact List
7. Statements of Final Compliance

1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Contractor shall submit shop drawings in not less than four (4) copies to the Engineer.
- c) Contractor shall submit shop drawings in proper sequence of construction to cause no delay in the work. The Engineer will have ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. No work shall be performed

requiring shop drawings until same the Engineer has approved these shop drawings.

- d) Label each shop drawing with the following:
 - 1. Project Name
 - 2. Name of Contractor
 - 3. Name of Subcontractor (if applicable)
 - 4. Name and Address of Supplier and/or Manufacturer
 - 5. Log Reference Number
 - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review does not make him responsible for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall take video recording of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the video recording of the site. A representative of the Engineering Department shall be present when the recording this video.
 - b) The video and audio recordings shall be on DVD or pre-approved alternative for replay. Contractor must submit alternative medium to the Engineer and approval received prior to scheduling.
 - c) The video portion shall have continuous time and date incorporated into it, locations and person(s) doing the work.
 - d) Audio comments during the recording must address each item in the field of view as it may pertain to the project construction. The recording technician will need to become familiar with the project plans to know what subject matter is pertinent. Further, contractor must incorporate a post recording review and audio comments into the recording.
 - e) Submitted copies of all recordings are the property of the Engineer. Contractor must submit the recording and be accepted in full by the Engineering Department prior to the start of construction.
3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:
- a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
 - b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.

4. **Release Statement for Disposal of Excavated Materials**
 - (a) The Contractor shall provide to the City a written consent statement from all property owners whose property is a landfill depository for all surplus or unsuitable excavated material from the project site.
 - (b) The Contractor shall follow ODOT 105.16 for specific guidelines and name the “City of Canton” in lieu of “the Department” on all forwarded documents. The City requires a contract or permit that contains the language stating that the City is not party to the contract or permit, the material is not the City’s, and that the contractor and the property owner will hold the City harmless from claims that may arise from this contract or permit.
 - (c) See attached sample copy for referencing purposes.

5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be approved by the Engineer prior to plan submission.

6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor’s personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.

7. **Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project’s General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.
 - a) Certificates of Substantial and Final Completion. Contractor shall submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
 - b) Final Waiver of Lien

Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

(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.

Supplemental Specification 02-00

**TESTING FOR EXCESSIVE DEFLECTION FOR NON-PRESSURE
THERMOPLASTIC SEWER PIPE**

September, 2000

- 02.01 Description
- 02-02 Material
- 02-03 Testing for Deflection
- 02-04 Correcting/Repairing
- 02-05 Basis of Acceptance
- 02-06 Reference Material
- 02-07 Table 1, Deflection Diameter List

02.01 DESCRIPTION. This item shall consist of furnishing all labor, material and equipment, including all cleaning and flushing of new sewers to complete this test for approval by the City.

The cost for all work related to this item shall be considered incidental to the cost of the new sewer. No separate payment will be made by the City.

All main line sanitary sewers 8" in diameter and larger shall be tested for a maximum deflection of 5% of the pipe average inside diameter not less than 30 days after final full backfill, including all compaction efforts and jetting has been placed, as determined by the City. The average inside diameter is determined by the latest edition of ASTM D 3034, Appendix X1.

02.02 MATERIAL. The tests shall be conducted using electronic equipment specifically designed for measuring and recording deflection in flexible pipe or by the use of an approved deflection probe, having a diameter equal to 95% of the average inside diameter of the pipe being tested, pulled through the sewer line. See Table 1. for additional information.

The deflection probe shall be as available from Wortco, Inc.; Burke Concrete Accessories, Inc.; or equal, and shall be designed specifically for testing the deflection of the type of pipe specified. The probe shall incorporate an odd number (no less than 9) of 1/2" x 3/16" bar stock runners equally spaced on edge around and welded to the circumference of two minimum 1/4" thick circular steel plates. The diameter of the probes for the types and nominal sizes of the pipes to be tested shall be equal to 95% of the average inside diameter of the respective pipes as specifically given or determined by the Engineer from information given in the appropriate ASTM Standard for the pipe. The distance between plates, out-to-out, shall not be less than 2" smaller than the nominal diameter of the pipe to be tested. The runners shall extend approximately 1-1/2" beyond each plate, being bent inward for this distance at approximately 30°. A continuous 3/4" threaded rod shall be provided through the center of the plates, having a hex nut drawn tight against the inside face of each plate, and extending each side as required for providing a 3/4" ferrule loop insert or similar piece for attaching the pulling medium.

02.03 TESTING FOR DEFLECTION. The Contractor shall schedule with the City's Project Representative at least 48 hours in advance to the commencement of test.

The Contractor shall assign personnel or firm familiar with testing procedures and their requirements set forth.

The Contractor and City's Project Representative shall be present at all times during the testing procedure. All testing results shall be documented and recorded, at the time of test, on the City's approved test form.

Deflection test shall be performed between two consecutive manholes. If deflection probe is used, test shall be performed without mechanical pulling devices. Prior to the use of said deflection probe, a proving ring, provided by the Contractor and approved by the City, shall be available at the time the probe is used. The proving ring shall have an I. D. equal to the approved O. D. of the probe.

02.04 CORRECTING OR REPAIRING. If deflection probe becomes stuck or stopped for any reason between manholes, Contractor shall immediately notify the City Project Representative.

Contractor shall be responsible for all corrective procedures, methods and operational techniques. Following correctional procedure, as approved by the City, the Contractor shall be obligated to retest the section of pipe, as previously tested. If repair necessitated a replacement of pipe, the City reserves the right to require an additional retest of the said section, 30 days following this repair. All labor, material, and equipment necessary for correcting any new section of sewer shall be the responsibility of the Contractor.

02.05 BASIS OF ACCEPTANCE. In order for the City to consider a system , in part or whole, approved in this testing procedure, all deflection testing methods, as approved, shall be proofed from manhole structure to manhole structure.

02.06 REFERENCE MATERIAL. The City may reference ASTM D3034-96 for supplemental information.

02.07 Table 1, Deflection Diameter List

TABLE 1

**THERMOPLASTIC PIPE, PVC, SDR 35
AVERAGE INSIDE DIAMETERS
5.0% DEFLECTION MANDREL DIMENSIONS**

(DERIVED FROM ASTM D 3034)

NOMINAL PIPE SIZE (IN.)	SDR	AVERAGE INSIDE DIAMETER (IN.)	O. D. OF 5.0% DEFLECTION PROBE (IN.)
6	35	5.893	5.60
8	35	7.891	7.50
10	35	9.864	9.37
12	35	11.737	11.15
15	35	14.374	13.65

Supplemental Specification 03-00

**TESTING PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED,
NON-PRESSURE, THERMOPLASTIC SEWER PIPE**

September, 2000 with revisions 7/18/08

- 03.01 Description
- 03-02 Material/Safety
- 03-03 Testing for Leaks
- 03-04 Correcting/Repairing
- 03-05 Basis of Acceptance
- 03-06 Reference Material

03.01 DESCRIPTION. This item shall consist of furnishing all labor, material and equipment to complete this test for approval by the City.

The cost for all work related to this item shall be considered incidental to the cost of the new sewer. No separate payment will be made by the City.

All main lines and laterals shall be tested for air leaks and their associated level of acceptance.

Air testing of new main line and laterals may be done at any time during the installation of the new sewers, following the initial bedding, backfilling and securing are completed.

However, in the event deflection testing requires a repair or replacement of new sewer, the Contractor shall be obligated to re-air test the repaired section of the sewer.

03.02 EQUIPMENT/SAFETY

List of Equipment

03.021 Plug Design: Either mechanical or pneumatic plugs may be used. All plugs shall be designed to resist internal testing pressures without the aid of external bracing or blocking. However, the Contractor should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.

03.022 Singular Control Panel: To facilitate test verification by the City, all air used shall pass through a single, above ground control panel.

03.023 Equipment Controls: The above ground air control equipment shall include a shut-off valve, pressure regulating valve, pressure relief valve, in-put pressure gauge

and a continuous monitoring pressure gauge having a pressure range from 0 to at least 10 psi. The continuous monitoring gauge shall be no less than 4 inches in diameter with minimum divisions of 0.10 psi and an accuracy of +/-0.04 psi.

03.024 Separate Hoses: Two separate hoses shall be used to: (1) connect the control panel to the sealed line for introducing low-pressure air, and (2) an separate hose connection for constant monitoring of air pressure build-up in the line. This requirement greatly diminishes any chance for over-pressurizing the line.

03.025 Pneumatic Plugs: If pneumatic plugs are utilized, a separate hose shall also be required to inflate the pneumatic plugs from the above ground control panel.

03.026 Air Source: As approved by the City.

03.03 TESTING FOR LEAKS. The Contractor shall arrange with the City's Project Representative at least 48 hours in advance to the commencement of test.

The Contractor shall assign personnel or firm familiar with testing procedures and their requirements set forth.

The Contractor and City's Project Representative shall be present at all times during the testing procedure. All testing results shall be documented and recorded, at the time of test, on the City's approved test form.

After backfilling, air tests shall be conducted between two consecutive manholes.

Each end of the section to be tested and all pipe outlets in the section shall be plugged with approved test plugs. One plug used at a manhole shall have an inlet tap or other provision for connecting an air hose from the air supply equipment. The equipment shall include valves to control the rate at which air flows into the test section and pressure gauges with minimum graduations of 0.1 psi and an accuracy of +/- 0.04 psi to monitor the air pressure within the test section.

Air pressure shall be applied slowly to the test section until the pressure reaches 4.0 psi, plus an adjustment of 0.433 psi for each foot of ground water above the crown of the pipe being tested. Internal air pressure, including adjustment for ground water, should never exceed 5.0 psi. When the pressure reaches 4.0 psi, plus adjustment for ground water, the air supply shall be throttled so that the internal pressure is maintained between 4.0 and 3.5 psi for at least two minutes to permit temperature stabilization. When the pressure has stabilized and is at or above 3.5 psi, the air supply shall be disconnected and a stop watch started and allowed to run until the pressure has dropped 1.0 psi

The permissible time allocated for the 1.0 psi pressure drop shall be calculated on the basis of the diameter and length of main sewer tested and no adjustment shall be made for service connections included in the test section. The air test for a section shall be considered acceptable

if the time elapsed for the 1.0 psi pressure drop is equal to or greater than the time indicated, and shall be considered unacceptable if the elapsed time is less than that indicated in the following table:

MINIMUM HOLDING TIME IN MINUTES:SECONDS REQUIRED FOR 1.0 PSI PRESSURE DROP **								
PIPE DIAMETER	LENGTH OF MAIN LINE TESTED *							
	100'	150'	200'	250'	300'	350'	400'	450'
4"	3:46	3:46	3:46	3:46	3:46	3:46	3:42	3:46
6"	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8"	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10"	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12"	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15"	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18"	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21"	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24"	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27"	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48

* Interpolate time for intermediate lengths.

** If the test section fails and service connections were included in the test, re-compute test time to include service connections in accordance with 9.6 of ASTM F1417.

03.04 CORRECTING OR REPAIRING. If air testing procedure fails for any reason, based on limitation previously set forth, the Contractor shall immediately notify the City Project Representative.

Contractor shall be responsible for all corrective procedures, methods and operational techniques. Following correctional procedure, as approved by the City, the Contractor shall be obligated to retest the section of pipe, as previously tested. If repair necessitated a replacement of pipe, the City reserves the right to retest the said section, 30 days following this repair. All labor, material, and equipment necessary for correcting any new section of sewer shall be the responsibility of the Contractor.

03.05 BASIS OF ACCEPTANCE. In order for the City to consider a system, in part or whole, approved in this testing procedure, all air testing methods, as approved, shall be proofed from manhole structure to manhole structure.

03.06 REFERENCE MATERIAL. The City may reference UNI-BELL PVC PIPE ASSOCIATION, UNI-B-6-90 for supplemental information.

Supplemental Specification 04-01

**STANDARD TEST METHOD FOR
CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE TEST**

April, 2001

04.01 Scope

04.02 Description

04.01 SCOPE:

This test method covers procedures for testing precast concrete manhole sections when using the vacuum test method to demonstrate the integrity of the installed materials and the construction procedures. This test method is used for testing concrete manhole sections utilizing mortar, mastic, or gasketed joints.

This test method is intended to be used as a preliminary test to enable the installer to demonstrate the condition of the concrete manholes prior to backfill. It may also be used to test manholes after backfilling; however, testing should be correlated with the connector supplier.

This standard does not purport to address all of the safety problems, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

04.02 DESCRIPTION

See ASTM C 1244

Appendix C: Environmental Commitments

WESTBROOK VETERANS MEMORIAL PARK AVOIDANCE

THE PROJECT ABUTS THE WESTBROOK VETERANS MEMORIAL PARK. THIS PROJECT IS SUBJECT TO THE REQUIREMENTS OF SECTION 4(F) OF THE DEPARTMENT OF TRANSPORTATION (DOT) ACT OF 1966, WHICH AFFORDS PROTECTION TO PUBLICLY-OWNED PARKS, RECREATION AREAS, AND WILDLIFE AND WATERFOWL REFUGES. ALL PROJECT WORK SHALL BE PERFORMED WITHIN EXISTING 13TH STREET RIGHT-OF-WAY. STAGING AND/OR STORAGE OF CONSTRUCTION EQUIPMENT AND/OR MATERIALS OUTSIDE PROPOSED CONSTRUCTION LIMITS IS PROHIBITED. USE OF THE WESTBROOK VETERANS MEMORIAL PARK PROPERTY FOR ANY REASON IS PROHIBITED. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT ABUTTING PRIVATE AND/OR PUBLIC PROPERTIES AND FACILITIES AND THE PUBLIC DURING PROJECT CONSTRUCTION.

HENRY TIMKEN ESTATE BARN - NATIONAL REGISTER OF HISTORIC PLACES PROPERTY AVOIDANCE

THE HENRY TIMKEN ESTATE BARN, LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES (#78002193), IS LOCATED IN THE NORTHEAST CORNER OF THE 13TH STREET NW/VIOLA PARKWAY NW INTERSECTION (2317 13TH ST NW CANTON OH 44708). ALL PROJECT WORK SHALL BE PERFORMED WITHIN EXISTING 13TH STREET RIGHT-OF-WAY. STAGING AND/OR STORAGE OF CONSTRUCTION EQUIPMENT AND/OR MATERIALS OUTSIDE PROPOSED CONSTRUCTION LIMITS IS PROHIBITED. USE OF THE HENRY TIMKEN ESTATE BARN PROPERTY FOR ANY REASON IS PROHIBITED. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT ABUTTING PRIVATE PROPERTIES DURING PROJECT CONSTRUCTION.

Project Utility Note

Project Utility Note: There are no known utility relocations needed other than those proposed in the project construction plans. The contractor shall maintain all of their utility work around any existing utilities and take the necessary actions to secure and protect utility facilities during the construction of this project

There may be subsurface and aerial utility conflicts with this project. The Contractor will coordinate with the utility owner to mitigate the conflict. It is the sole responsibility of the contractor to coordinate and insure the relocation of and/or modifications to all utilities. The City is not responsible for any cost associated with the non-timely relocation or delays caused by utility work or the cost of the relocation work itself.

Excusable, Non-Compensable Delays shall be in accordance with ODOT Specification 108.06B, and shall include any delays due to utility interference within the project limits. No compensation will be allowed for utility delays.

Public Utilities

Electric Utilities – No known issues. All precautions must be utilized to avoid contact with the overhead and underground utilities. Contractor is responsible to secure the utilities during construction if needed.

Telephone Utilities – No known issues. Contractor is responsible to secure the utilities during construction if needed.

Cable Utilities – No known issues. Contractor is responsible to secure the utilities during construction if needed.

Fiber Communication Utilities – No known issues. Contractor is responsible to secure the utilities during construction if needed.

Natural Gas Utilities – No known issues. Contractor is responsible to secure the utilities during construction if needed.

Railroads – No railroad facilities within the project limits.

City-Owned Utilities

Canton City Water- No known issues. Contractor is responsible to secure the utilities during construction if needed.

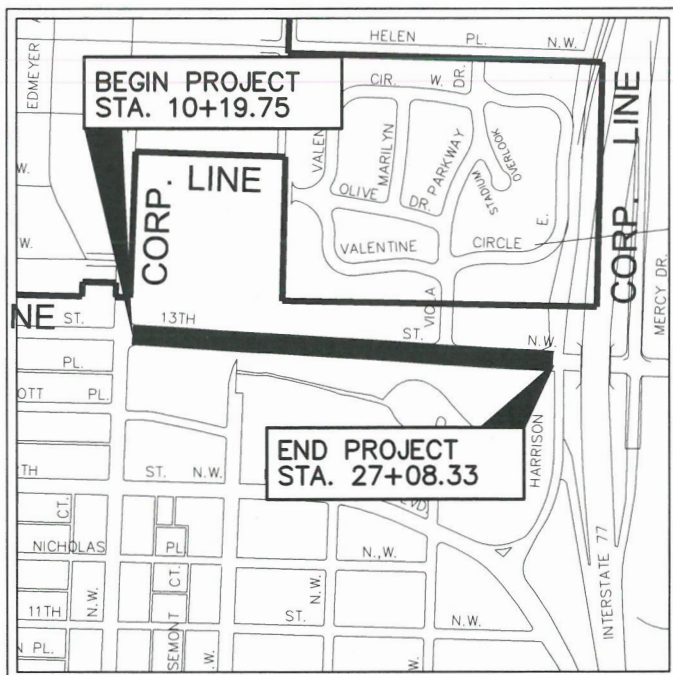
Canton City Sanitary Sewer- No know issues. Contractor is responsible to secure the utilities during construction if needed. Contractor to install or modify sanitary sewer gravity system and force main, as per plan.

Canton City Storm Sewer- No know issues. Contractor is responsible to secure the utilities during construction if needed. Contractor to install or modify storm sewer system, as per plan.

See plans for additional details.

Call Ohio Utility Protection Service 48 hours before you dig – 1-800-362-2764.

Appendix C



LOCATION MAP
NTS



PORTION TO BE IMPROVED

DESIGN DESIGNATION

- CURRENT A.D.T. (2019) = 15,800
- DESIGN YEAR A.D.T. (2039) = 15,800
- DESIGN SPEED = 35 MPH
- LEGAL SPEED = 35 MPH
- FUNCTIONAL CLASSIFICATION = PRINCIPAL ARTERIAL

UNDERGROUND UTILITIES

TWO WORKING DAYS
BEFORE YOU DIG

CALL 1-800-362-2764 (TOLL FREE)

OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

PLAN PREPARED BY:

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)489-3381

<p>ENGINEERS SEAL:</p> <div style="text-align: center;"> </div> <p>SIGNED: </p> <p>DATE: 02-25-2020</p> <p>SHEETS: 1-8, 10-16</p>	<p>ENGINEERS SEAL:</p> <div style="text-align: center;"> </div> <p>SIGNED: </p> <p>DATE: 02-18-2020</p> <p>SHEETS: 9, 12</p>
---	--

CITY OF CANTON

13TH STREET NW RECONSTRUCTION

G.P. 1248 PID 104873

CANTON, OHIO

INDEX OF SHEETS:

TITLE SHEET	1
SCHEMATIC	2
TYPICAL SECTIONS	3
GENERAL NOTES	4-6
MAINTENANCE OF TRAFFIC	7
GENERAL SUMMARY	8
STORM WATER POLLUTION PREVENTION PLAN	9
PLAN SHEETS	10-13
SIGNING AND PAVEMENT MARKINGS	14
STREETSCAPE/CONDUIT PLAN	15-16
SANITARY SEWER FORCE MAIN PLAN	17
SANITARY GRAVITY SEWER PLAN	18
CANTON STANDARD CONST. DWGS.	APPENDIX

STANDARD CONSTRUCTION DRAWINGS				SUPPLEMENTAL SPECIFICATIONS
ODOT	ODOT	CANTON		ODOT
BP-3.1 10/18/19	MT-95.31 7/19/19	STD. DWG. 1		832 10/19/18
	MT-95.32 4/19/19	STD. DWG. 10 APP		907 10/18/19
HL-30.22 1/17/14	MT-95.41 7/21/17	STD. DWG. 11		
	MT-95.50 7/21/17	STD. DWG. 12		
TC-41.20 10/18/13	MT-99.20 4/19/19	STD. DWG. 13		
TC-71.10 1/19/18	MT-101.90 7/21/17	STD. DWG. 18		CANTON
	MT-105.10 7/19/13	STD. DWG. 19		SS-01
		STD. DWG. 20		SS-02-00
		STD. DWG. 27		SS-03-00
		STD. DWG. 29		SS-04-01
		STD. DWG. 30		
		STD. DWG. 40		
		STD. DWG. 41		
		STD. DWG. 42		
		STD. DWG. 43		
		STD. DWG. 62		
		STD. DWG. 63		
		STD. DWG. 64		
		STD. DWG. 65		
				SPECIAL PROVISIONS

PROJECT DESCRIPTION

THE PROJECT SHALL CONSIST OF REMOVAL OF EXISTING CONCRETE ROADWAY AND CONSTRUCTION OF A NEW ASPHALT ROADWAY. ROADWAY WORK INCLUDES NEW CURBS, CATCH BASIN RECONSTRUCTIONS, CASTING ADJUSTMENTS, NEW SIDEWALK AND STREETSCAPING (DECORATIVE STREET LIGHTS, TREE GRATES, BRICK BOXES) ON THE SOUTH SIDE OF THE ROAD. THE PROJECT ALSO INCLUDES SANITARY SEWER WORK WHICH CONSISTS OF A NEW 8" DIAMETER GRAVITY SEWER AND REPLACEMENT 10" DIAMETER FORCE MAIN.

PROJECT EARTH DISTURBED AREA: 2.66 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA: 0.25 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA: 4.90 ACRES

2019 SPECIFICATIONS

THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF CANTON, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT.

CITY OF CANTON, OHIO
MAYOR
THOMAS M. BERNABEI

DIRECTOR OF PUBLIC SERVICE
JOHN HIGHMAN

DIRECTOR OF PUBLIC SAFETY
ANDREA PERRY

WARD COUNCIL MEMBER
GREG HAWK, WARD 1

CITY CIVIL ENGINEER
DANIEL J. MOEGLIN, P.E.

APPROVED
DATE 2/25/20 CITY ENGINEER, CITY OF CANTON

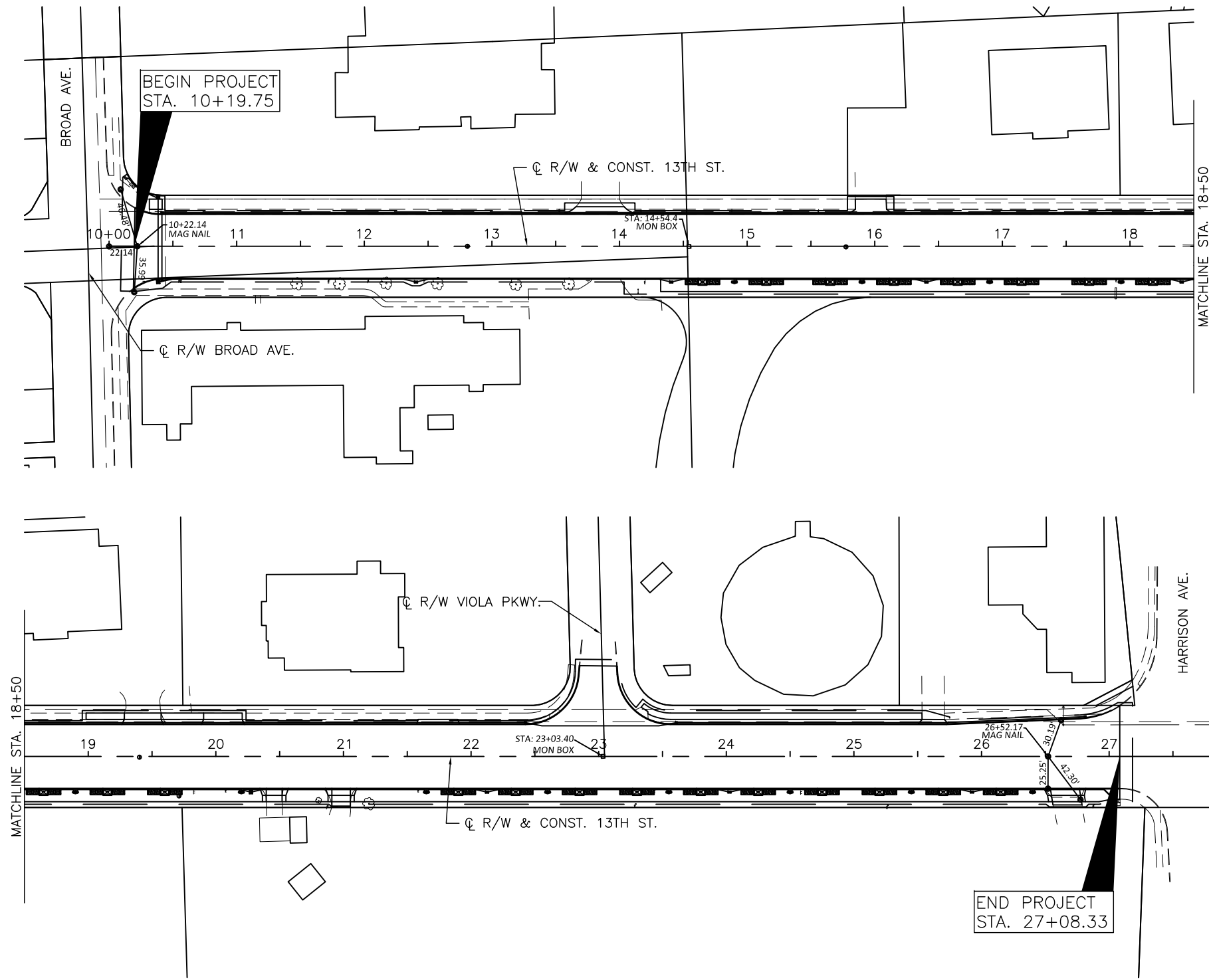
OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)489-3381

13TH STREET NW RECONSTRUCTION

PID NO. 104873

GENERAL PROJECT NO. 1248

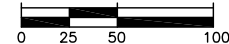
RAILROAD INVOLVEMENT NONE



NOTES:
 1. THE BEARING OF THE CENTERLINE OF 13TH ST. COINCIDES WITH THE EXISTING CENTER PAVEMENT JOINT.
 2. STATIONING IS TIED TO PK NAILS LOCATED ALONG THE CENTER JOINT.

CONTROL POINTS

ID	NORTHING	EASTING	ELEV.	DESCRIPTION
BM1	419114.304	2272994.365	1103.09	BM - CHISLED X ON THE SOUTH BONET BOLT ON A FH LOCATED ON THE NW CORNER OF 13 ST & VIOLA PKWY
BM2	418978.685	2273416.565	1104.08	BM - NE CORNER OF A CONC. PAD FOR A TRANSFORMER LOCATED ON THE SW CORNER OF 13TH ST & HARRISON AVE
BM3	419031.651	2272717.192	1095.53	BM - BENCH TIE APPROX. 1' UP THE NORTH SIDE OF A PP ID#AEP 795A3-268 LOCATED ON THE SOUTH SIDE OF 13TH ST. 285 FT WEST OF VIOLA PKWY.
CP1	419361.657	2273038.306	1111.04	CNPT -5/8IN X 30IN IRON REBAR W/ RED GPD CAP
CP2	419010.300	2273000.592	1098.30	CNPT -5/8IN X 30IN IRON REBAR W/ RED GPD CAP
CP3	419096.215	2272681.909	1095.06	CNPT -5/8IN X 30IN IRON REBAR W/ RED GPD CAP
CP4	419039.358	2273525.636	1105.24	CNPT -8IN MAGS
CP5	419010.344	2272724.712	1092.52	CNPT -8IN MAGS



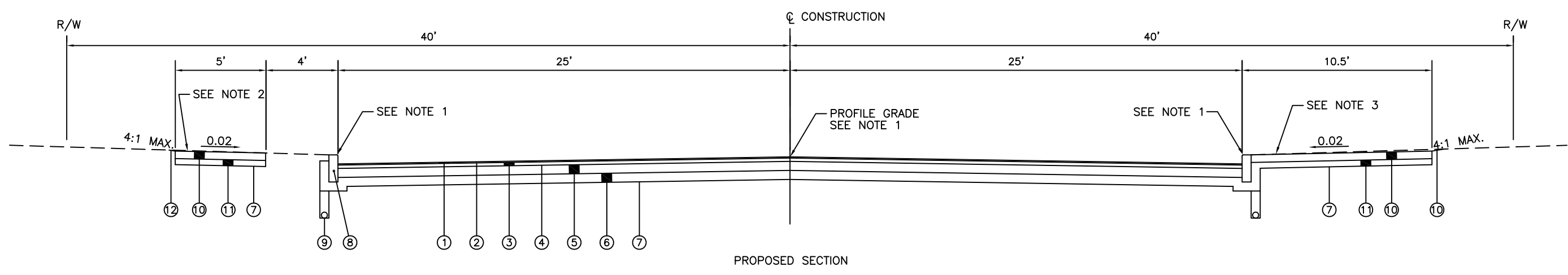
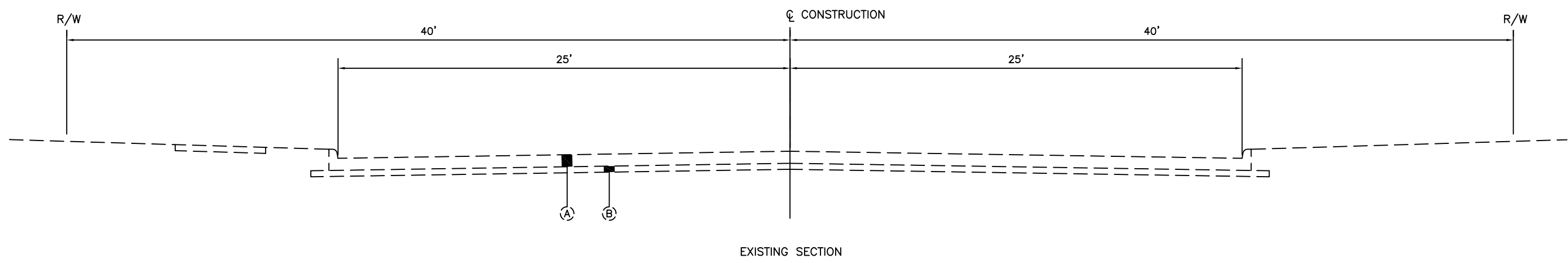
OFFICE OF THE CITY ENGINEER
 CANTON, OHIO
 DANIEL J. MOEGLIN, P.E., CITY ENGINEER
 2436 30th STREET N.E. 44705 (330)488-3381

SCHMATIC PLAN
 13TH STREET NW RECONSTRUCTION

REVISIONS	DATE	BY

DATE: 3/22/19	DRAWN BY: NJL
H. SCALE:	APPROVED BY:
V. SCALE:	FIELD BOOK:
SHEET 2 OF 18	FILE NAME: 13th St Schematic

TYPICAL SECTION
 13TH ST. NW RECONSTRUCTION



LEGEND

- ① 424 - 3/4" FINE GRADED POLYMER ASPHALT CONCRETE, TYPE A
- ② 407 - TACK COAT
- ③ 441 - 2 1/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)
- ④ 407 - TACK COAT FOR INTERMEDIATE COURSE
- ⑤ 301 - 6" ASPHALT CONCRETE BASE, PG 64-22
- ⑥ 304 - 6" AGGREGATE BASE
- ⑦ 204 - SUBGRADE COMPACTION
- ⑧ 609 - CURB, MISC.: CANTON CITY STANDARD
- ⑨ 605 - 4" BASE PIPE UNDERDRAINS WITH FABRIC
- ⑩ 608 - 5" CONCRETE WALK
- ⑪ 304 - 4" AGGREGATE BASE
- ⑫ 659 - SEEDING AND MULCHING

- (A) EXISTING 8" REINFORCED CONCRETE PAVEMENT
- (B) EXISTING 4" AGGREGATE BASE

- NOTES:
1. PROPOSED ELEVATIONS SHALL MATCH EXISTING. THE CONTRACTOR SHALL DETERMINE EXISTING ELEVATIONS VIA SURVEY PRIOR TO REMOVAL.
 2. REPLACE EXISTING WALK WHERE SHOWN IN PLANS. INSTALL NEW WALK BETWEEN STA. 23+33 AND STA. 25+53.
 3. REFER TO STREETSCAPE PLAN AND CANTON CITY STANDARD DRAWINGS 40-43 FOR TREE GRATE AND BRICK BOX DETAILS.

DATE	REVISIONS	DESCRIPTION	BY
3/13/19			
H. SCALE: N/A			
V. SCALE: N/A			
SHEET 3 OF 18			

DRAWN BY: NUL
 APPROVED BY:
 FIELD BOOK:
 FILE NAME: 13th St Typ Sect

I. PRECONSTRUCTION INCIDENTALS

PROJECT SPECIFICATIONS/REQUIREMENTS:
ALL WORK REQUIRED TO COMPLETE THIS IMPROVEMENT SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS/REQUIREMENTS OF THE CITY OF CANTON AND THE LATEST EDITION OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS, EXCEPT AS HEREIN AMENDED. IN THE CASE OF A CONFLICT BETWEEN THE CITY OF CANTON AND THE OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS/REQUIREMENTS, THE CITY OF CANTON REQUIREMENTS WILL TAKE PRECEDENCE, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.

THE DEVELOPER/CONTRACTOR SHALL COMPLY WITH THE CITY OF CANTON SUPPLEMENTAL SPECIFICATION 01-00 PROJECT DOCUMENTATION AND SUBMITTAL REQUIREMENTS.

ADMINISTRATIVE REQUIREMENTS:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY COMPLYING WITH ALL THE ADMINISTRATIVE DUTIES HEREIN CONTAINED.

THE CONTRACTOR SHALL DESIGNATE TO THE CITY AN EMPLOYEE RESPONSIBLE FOR CORRESPONDENCE, NOTIFICATIONS, AND SUBMITTALS PERTINENT TO THE PROJECT.

PRECONSTRUCTION MEETING:
A PRECONSTRUCTION MEETING WITH THE CONTRACTOR, REPRESENTATIVES OF ALL UTILITY COMPANIES, THE CITY OF CANTON ENGINEERING DEPARTMENT AND THE CITY OF CANTON WATER DEPARTMENT IS REQUIRED FOR THIS PROJECT PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.

THE CITY ENGINEER WILL CONTACT THE CONTRACTOR TO ARRANGE A MEETING DATE. THE CITY ENGINEER WILL CONTACT THE ABOVE AGENCIES TO CONFIRM THE MEETING DATE.

IF THE PROPOSED PROJECT LAND-DISTURBANCE AREA IS ONE (1) OR MORE ACRES, A SEPARATE PRE-CONSTRUCTION MEETING IS ALSO REQUIRED. THIS MEETING SHALL OCCUR ON-SITE BETWEEN THE CONTRACTOR AND THE STARK SOIL & WATER CONSERVATION DISTRICT (SWCD). THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING THIS MEETING. NO LAND-DISTURBANCE ACTIVITIES SHALL START UNTIL SAID MEETING HAS OCCURRED AND APPROVAL HAS BEEN GRANTED BY STARK SWCD.

PROJECT SAFETY:
THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT THE PROJECT SITE AT ALL TIMES. THE CONTRACTOR SHALL PROPERLY SUPPORT AND/OR MAINTAIN ALL EXCAVATIONS PER APPLICABLE SAFETY REQUIREMENTS AND COMPLY WITH ALL O.S.H.A. REGULATIONS. APPROPRIATE BARRICADES, WARNING LIGHTS, SIGNS, FENCING, ETC. SHALL BE ERECTED AROUND THE CONSTRUCTION AREA DURING ALL NON-WORKING HOURS TO ALERT PERSONS OF THE POTENTIAL DANGER ASSOCIATED WITH THE AREA UNDER CONSTRUCTION AS WELL AS TO PREVENT ACCESS BY UNAUTHORIZED PERSONNEL TO THE CONSTRUCTION SITE/AREA. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE SAFETY OF THE GENERAL PUBLIC AS WELL AS ALL CONSTRUCTION PERSONNEL. PUBLIC STREETS SHALL BE KEPT CLEAN AND FREE OF DEBRIS (MUD, STONE, ETC.) AT ALL TIMES. THE CONTRACTOR SHALL ALERT ALL LOCAL EMERGENCY AGENCIES (FIRE, POLICE, AMBULANCE, ETC.) OF THE NATURE OF THE PROPOSED PROJECT PRIOR TO BEGINNING AND CONSTRUCTION ACTIVITY. ACCESS FOR EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES.

UNDERGROUND UTILITIES:
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE OBTAINED BY FIELD OBSERVATIONS, FROM EXISTING RECORDS, AND/OR FROM THE OWNERS OF THE RESPECTIVE UTILITIES. THE INFORMATION AS SHOWN IS BELIEVED TO BE CORRECT; HOWEVER, THE COMPLETENESS AND ACCURACY OF THIS INFORMATION CANNOT BE GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT ALL THE VARIOUS UTILITY COMPANIES (PUBLIC AND PRIVATE) TO VERIFY THE EXISTENCE, LIMITS AND/OR LOCATION OF ANY UTILITIES WHICH MAY BE ALONG THE ROUTE OR WITHIN THE VICINITY OF THIS IMPROVEMENT.

UTILITY NOTIFICATION:
AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING OPERATIONS ON THIS PROJECT, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER, THE REGISTERED UTILITY PROTECTION AGENCY/SERVICE, AND THE OWNERS OF ANY OTHER UTILITIES (PUBLIC AND/OR PRIVATE) THAT MAY HAVE UTILITY LINES OR FACILITIES WITHIN THE VICINITY OF THIS PROJECT BUT WHO ARE NOT MEMBERS OF THE REGISTERED UTILITY PROTECTION SERVICE. THE OWNERS OF ANY UNDERGROUND UTILITY FACILITY SHALL, WITHIN 48 HOURS AFTER NOTICE IS RECEIVED, EXCLUDING SATURDAYS, SUNDAYS AND OTHER LEGAL HOLIDAYS; STAKE, MARK OR OTHERWISE DESIGNATE THE EXISTENCE AND/OR LOCATION OF THE UNDERGROUND UTILITY FACILITIES IN THE CONSTRUCTION AREA IN SUCH A MANNER AS TO INDICATE THEIR COURSE TOGETHER WITH THE APPROXIMATE DEPTH AT WHICH THEY WERE INSTALLED. THE MARKING AND/OR LOCATING SHALL BE COORDINATED TO STAY APPROXIMATELY TWO WORKING DAYS AHEAD OF THE PLANNED CONSTRUCTION.

OHIO UTILITIES PROTECTION SERVICE: 1-800-362-2764 (CONTACT NON-MEMBERS DIRECTLY).

THE PRIMARY UTILITIES WITHIN THE CITY OF CANTON AREA:

NATURAL GAS DIST./TRANS. DOMINION EAST OHIO GAS 320 SPRINGSIDE DR. AKRON, OHIO 44333 330-664-2541 ATTN: KEVIN BIRT RELOCATION@DOM.COM EMERGENCY NO. 1-800-521-4400	TELEPHONE AT&T 50 WEST BOWERY STREET AKRON, OHIO 44308 ATTN: STEVE HYLTON 330-384-3055 EMERGENCY NO. - 24 HRS 1-800-572-4545 OPTION#4
---	---

COMMUNICATIONS CABLE CHARTER (SPECTRUM) 5520 WHIPPLE AVE N.W. NORTH CANTON, OHIO 44720 330-633-9203 ext. 216-555-4261 ATTN: MIKE MEYER 216-618-2528(CELL)	ELECTRIC AMERICAN ELECTRIC POWER 301 CLEVELAND AVE. S.W. P.O. BOX 24400 CANTON, OHIO 44701-4400 330-438-7739 ATTN: MICHAEL ALLMAN 330-312-6981 (CELL) ATTN: KEITH SCHALMO 330-438-7720 EMERGENCY NO. 1-800-672-2017
---	---

SANITARY AND STORM SEWER CITY ENGINEER'S OFFICE 2436-30TH ST. N.E. CANTON, OHIO 44705 ATTN: DAN MOEGLIN 330-489-3381	WATER CANTON WATER DEPT. 2664 HARRISBURG RD. N.E. CANTON, OHIO 44708 ATTN: BRENT BURRIER OR LEWI MILLER 330-489-3310
--	---

TRAFFIC INTERCONNECT
CITY ENGINEER'S OFFICE
2436-30TH ST. N.E.
CANTON, OHIO 44705
ATTN: NICK LOUKAS
330-489-3381

THE CITY ENGINEER'S OFFICE IS TO BE CONTACTED DIRECTLY FOR SANITARY AND STORM SEWER AND TRAFFIC INTERCONNECT FACILITIES LOCATION: 330-489-3381.
[UTILITY CONTACTS LAST UPDATED 1/11/2018]

EXPLORATORY BORINGS:
EXPLORATORY SOIL BORING INFORMATION IS NOT THE RESPONSIBILITY OF THE CITY OF CANTON. IT IS THE CONTRACTOR RESPONSIBILITY TO REVIEW ANY AND ALL INFORMATION AVAILABLE. IF DEVELOPER/CONTRACTOR REQUESTS TO DRILL AND OR EXCAVATE WITHIN THE CITY'S R/W, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 3 WORKING DAYS PRIOR TO THIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY NOTIFICATION, AS SPECIFIED, ALL TRAFFIC CONTROL, PREMIUM BACKFILL, AND COMPACTION AND RESTORATION, AS NECESSARY.

CONTINGENCY QUANTITIES:
WHEN SPECIFIED ON PLANS OR SPECIFICATIONS, CONTINGENCY QUANTITIES ARE TO BE PERFORMED ONLY UNDER DIRECTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL NOT ORDER ANY CONTINGENCY MATERIAL OR PERFORM ANY WORK UNTIL DIRECTED BY THE ENGINEER. THE ACTUAL WORK LOCATION AND QUANTITIES FOR SUCH ITEMS SHALL BE DOCUMENTED BY THE CONTRACTOR AND THE ENGINEER.

PROJECT SCHEDULE AND COMPLETION:
THE WORK EMBRACED IN THIS CONTRACT SHALL BE COMPLETE 180 CALENDAR DAYS AFTER THE NOTICE PROCEED (NTP). IF WEATHER CONDITIONS DO NOT ALLOW FOR THE PLACEMENT OF THE 424 ASPHALT SURFACE COURSE, THE ASPHALT SURFACE COURSE AND FINAL CASTING ADJUSTMENTS MAY BE PERFORMED AFTER THE WINTER SHUTDOWN, BY MAY 31, 2021. (SEE MAINTENANCE OF TRAFFIC NOTES)

WORK SHALL BE SUSPENDED AUGUST 2-9, 2020 AND SEPTEMBER 16-19, 2020. DURING SUSPENSION PERIODS, THE ROADWAY AND SIDEWALKS MUST BE FULLY OPEN TO TRAFFIC AND CLEAR OF DEBRIS/CONSTRUCTION MATERIALS AND EQUIPMENT. ALL DISTURBED HARD SURFACES WHICH HAVE NOT BEEN PERMANENTLY RESTORED, SHALL BE TEMPORARILY RESTORED WITH ASPHALT OR CONCRETE.

II. CONSTRUCTION INCIDENTALS

PLAN DISCREPANCIES:
ANY DISCREPANCIES FROM THE PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER SO THAT THE APPROPRIATE ADJUSTMENTS IN ALIGNMENT AND/OR GRADE MAY BE MADE PRIOR TO THE START OF CONSTRUCTION OR THE CONTINUATION OF THE SAME.

FAILURE BY THE CONTRACTOR TO VERIFY AND/OR DETERMINE EXISTING INFORMATION AS INDICATED WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR ANY CHANGES NECESSARY TO COMPLETE THE WORK SPECIFIED WITHOUT ADDITIONAL COMPENSATION.

VERIFICATION OF UNDERGROUND UTILITIES:
THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE EXISTENCE AS WELL AS THE ACTUAL LOCATION, ALIGNMENT, AND ELEVATIONS OF ALL EXISTING UTILITIES/FACILITIES WITHIN AND/OR ADJACENT TO THE GENERAL LIMITS OF THESE IMPROVEMENTS INCLUDING WATERLINES, SANITARY AND STORM SEWERS, GAS LINES, COMMUNICATION LINES/BANKS, ELECTRIC LINES, ETC. THIS MAY REQUIRE EXPLORATORY EXCAVATIONS TO BE PERFORMED BY THE CONTRACTOR FOR WHICH HE WILL NOT BE REIMBURSED. THE CONTRACTOR SHALL NOT ASSUME THAT EXISTING UTILITIES/CONDUITS WERE INSTALLED AT TYPICAL/STANDARD DEPTHS OR AT UNIFORM SLOPES/GRADES/DEPTHS BETWEEN ACCESS POINTS (CATCH BASINS, MANHOLES, JUNCTION CHAMBERS, ETC.)

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO INSTALL THE PROPOSED CONDUIT.

PROTECTION OF UTILITIES:
THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AS APPROVED BY THE OWNERS OF THE UTILITY AND THE CITY ENGINEER.

THE CONTRACTOR SHALL BE RESPONSIBLE TO CLOSELY COORDINATE THEIR WORK WITH ALL UTILITY COMPANIES; ANY POTENTIAL DELAYS WILL NOT BE THE RESPONSIBILITY OF THE CITY.

THE CONTRACTOR SHOULD EXPECT AT A MINIMUM ONE SANITARY SEWER LATERAL, ONE ROOF DRAIN, ONE WATER SERVICE, AND ONE GAS SERVICE FOR EACH LOT. ANY OF THE ABOVE UTILITIES DAMAGED DUE TO THE CONTRACTOR'S WORK SHALL BE RESTORED TO THE UTILITY OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS.

MAINTENANCE OF UTILITY SERVICES:
THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN UTILITY SERVICES AT ALL TIMES.

WATER SERVICE MAY BE INTERRUPTED FOR LIMITED PERIODS (4 HOURS MAXIMUM) DURING CONNECTION BETWEEN EXISTING WATER LINES AND RELOCATED/NEW WATER MAINS WHICH CANNOT BE COMPLETED OTHERWISE. NO SHUT DOWN SHALL OCCUR WITHOUT WRITTEN PERMISSION OF THE CITY OF CANTON WATER DEPARTMENT. PROPERTY OWNERS AFFECTED BY APPROVED INTERRUPTED SERVICE SHALL BE NOTIFIED 48 HOURS IN ADVANCE BY THE CONTRACTOR.

STORM SEWER AND SANITARY SEWER SERVICES SHALL BE MAINTAINED WITHOUT INTERRUPTION, UNLESS APPROVED BY THE CITY ENGINEER.

IN THE EVENT THAT CONSTRUCTION DISRUPTS THE FLOW OF A SANITARY SEWER, THE CONTRACTOR SHALL IMMEDIATELY RECTIFY THE DISRUPTED SEWER BY EITHER TEMPORARILY FLUMING WITH MATERIALS ACCEPTABLE TO THE ENGINEER OR BYPASSING WITH PUMPS. COST OF MAINTAINING AND REPAIR OF SANITARY SEWERS DISTURBED BY CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS.

CONSTRUCTION NOISE:
CONSTRUCTION NOISE ASSOCIATED WITH ANY IMPROVEMENT PROJECT SHALL BE LIMITED TO LEVELS COMMENSURABLE WITH ADJOINING LAND AND THEIR ASSOCIATED USAGE AS DETERMINED BY THE CITY ENGINEER. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, ANY POWER-OPERATED CONSTRUCTION-TYPE DEVICES SHALL NOT BE OPERATED BETWEEN THE HOURS OF 7:00 P.M. AND 7:00 A.M. UNLESS AUTHORIZED BY THE CITY ENGINEER.

OPEN TRENCH CONSTRUCTION:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION/TRENCHING PRACTICES FOR THE PROPOSED IMPROVEMENT, OR AS FURTHER SHOWN ON THE PLANS AND SPECIFICATIONS.

THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE LOCAL AND STATE SAFETY REGULATIONS, INCLUDING CODE OF FEDERAL REGULATIONS, PART 1926 (SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION), SUBPART P (EXCAVATIONS), FOR ALL APPLICABLE REQUIREMENTS AND RESPONSIBILITIES.

PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER OF THE PROJECT'S ASSIGNED "COMPETENT PERSON" IN OSHA EXCAVATION STANDARDS.

TRENCH CLOSING AND TEMPORARY TOPPING:
THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE THE NECESSARY LEVELS OF PROTECTION AND SAFEGUARDING OF ALL OPEN TRENCHES, WHEN WORK IS EITHER COMPLETED AT THE END OF THE DAY OR SUSPENDED FOR ANY OTHER REASON.

FOR TRENCH SURFACE REQUIREMENTS, REFER TO NOTE 4 ON CITY STANDARD DRAWING NO. 19.

DUST CONTROL:
THE CONTRACTOR SHALL FURNISH AND APPLY WATER AND CALCIUM CHLORIDE FOR DUST CONTROL AS DIRECTED BY THE ENGINEER. SUFFICIENT QUANTITIES OF CALCIUM CHLORIDE SHALL BE STORED ON THE JOB SITE AT ALL TIMES TO BE USED FOR DUST CONTROL.

PRESERVATION AND RESTORATION OF DISTURBED FEATURES:
EXISTING DRIVES, BERMS, LAWNS, PAVEMENTS, CURBS, SIDEWALKS, SIGNS, MAILBOXES, FENCES, RETAINING WALLS, LANDSCAPING ITEMS, OR OTHER APPURTENANCES DISTURBED DURING CONSTRUCTION BUT NOT SPECIFICALLY DESIGNATED FOR REMOVAL/REPLACEMENT SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO DISTURBANCE AND TO THE COMPLETE SATISFACTION OF THE CITY ENGINEER.

RESTORATION OF EXISTING ROADWAYS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY, TOWNSHIP, COUNTY, AND/OR OTHER AGENCIES HAVING AUTHORITY. COST FOR THE RESTORATION OF THESE ITEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS. NO PUBLIC ROADWAY SHALL BE DISTURBED WITHOUT PRIOR WRITTEN APPROVAL FROM THE GOVERNING AGENCY AND ACQUISITION OF NECESSARY PERMITS.

II. CONSTRUCTION INCIDENTALS (CONT.)

SALVAGED CASTINGS:

WHEN DIRECTED BY THE CITY ENGINEER, ALL METAL CASTINGS SHALL BE CAREFULLY REMOVED AND STORED ON SITE OR DELIVERED TO A LOCATION DESIGNATED BY THE CITY ENGINEER.

PLUG EXISTING CONDUIT:

THIS ITEM SHALL CONSIST OF THE CONSTRUCTION OF BULKHEADS IN AN EXISTING CONDUIT TO BE ABANDONED.

BULKHEADS SHALL CONSIST OF BRICK AND/OR CONCRETE MASONRY WITH A MINIMUM THICKNESS OF 12 INCHES.

PAYMENT FOR PLUGGING OF EXISTING CONDUIT FOR ABANDONMENT SHALL BE INCLUDED IN THE UNIT BID OF THE VARIOUS ITEMS OF THE PROJECT.

CONSTRUCTION LAYOUT:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT UTILIZING PERTINENT PLAN DATA. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR STAKING HORIZONTAL OR VERTICAL CONTROL. CONSTRUCTION LAYOUT SHALL BE IN ACCORDANCE WITH ODOT 623 CONSTRUCTION LAYOUT STAKES AND SURVEYING.

IN ADDITION TO THE REQUIREMENTS OF 623 CONSTRUCTION LAYOUT STAKES AND SURVEYING, THE CONTRACTOR SHALL PERFORM A PRE-CONSTRUCTION SURVEY TO ESTABLISH THE EXISTING ROADWAY AND CURB ELEVATIONS (SEE TYPICAL SECTION NOTES). THE PRE-CONSTRUCTION SURVEY DATA COLLECTED SHALL BE SUFFICIENT FOR THE CONTRACTOR TO LAYOUT THE PROPOSED CURB AND PAVEMENT WITHIN 0.02'± TOLERANCE OF THE EXISTING CURB AND PAVEMENT. THE CONTRACTOR MUST USE BEST JUDGEMENT AND/OR SEEK ENGINEER'S CONCURRENCE TO NOT PERPETUATE OBVIOUS SETTLEMENTS OR HEAVES FROM THE EXISTING PAVEMENT.

COST FOR THE PRELIMINARY SURVEY SHALL BE INCLUDED IN 623 CONSTRUCTION LAYOUT STAKES AND SURVEYING.

AT THE CITY ENGINEER'S REQUEST, THE CONTRACTOR SHALL MAKE AVAILABLE ALL SURVEY FIELD NOTES FOR REVIEW.

EXISTING MONUMENTATION:

THE CONTRACTOR SHALL PRESERVE ALL CORNERSTONES, IRON PINS, CONCRETE MONUMENTS AND/OR ANY TYPE OF LAND MONUMENT. THE CONTRACTOR SHALL HAVE ALL MONUMENTS IN THE PROXIMITY OF THE WORK REFERENCED. THE CONTRACTOR SHALL REPLACE/RESET ANY DISTURBED OR DAMAGED MONUMENTS AND SHALL FURNISH A CERTIFICATION BY A REGISTERED SURVEYOR THAT THE MONUMENTS HAVE BEEN RESTORED.

ELEVATION DATUM:

ALL ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR LAYOUT.

DEWATERING OPERATIONS:

WHEN DEEMED NECESSARY, THE CONTRACTOR MAY INSTALL DEWATERING EQUIPMENT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

THE PROPOSED LOCATION OF WELL POINTS, HEADER PIPE, ELECTRICAL DISTRIBUTION, GENERATORS AND DISCHARGE PIPES, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS FOR THE INSTALLATION AND SUBSEQUENT REMOVAL OF DEWATERING EQUIPMENT AS WELL AS PROPER WATER DISCHARGE PROCEDURES AS MAY BE REQUIRED PER STATE AND LOCAL GOVERNING AGENCIES.

INSTALLATION OF ALL ELECTRICAL EQUIPMENT, INCLUDING GROUNDING AND PROTECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

CONTRACTOR SHALL PROVIDE ALL COMBUSTIBLE ENGINE DRIVEN GENERATORS WITH "HOSPITAL GRADE" MUFFLERS. MUFFLERS SHALL BE RATED, AT A MAXIMUM OF 67 dB AT 23 FEET AWAY RUNNING FULL LOAD.

INSPECTION:

FOLLOWING THE PRE-CONSTRUCTION MEETING(S) AND ESTABLISHMENT OF AN APPROVED SCHEDULE, THE CONTRACTOR SHALL GIVE A MINIMUM 48 HOUR NOTICE BEFORE STARTING ANY WORK ON THIS PROJECT AND SHALL KEEP THE CITY INFORMED OF HIS/HER CONSTRUCTION SCHEDULE. ALL WORK REQUIRED FOR THIS IMPROVEMENT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF CANTON OR THEIR DESIGNATED REPRESENTATIVE. NO WORK SHALL BE PERFORMED WITHOUT AN AUTHORIZED INSPECTOR PRESENT, UNLESS OTHERWISE APPROVED.

III. EARTHWORK / SITE WORK

EASEMENTS AND RIGHT-OF-WAY:

THE CONTRACTOR SHALL STAY WITHIN THE DESIGNATED PROPERTIES, EASEMENTS, AND/OR RIGHT-OF-WAY PROVIDED FOR THE PROJECT AT ALL TIMES. NO MATERIAL SHALL BE STORED NOR ANY WORK PERFORMED ON PRIVATE PROPERTY UNLESS OTHERWISE APPROVED. DISTURBANCE OF EXISTING FEATURES AND/OR IMPROVEMENTS SHALL BE KEPT TO AN ABSOLUTE MINIMUM AND AS APPROVED BY THE CITY ENGINEER/PROPERTY OWNER.

SUITABILITY OF SITE:

THE CITY OF CANTON SHALL NOT BE RESPONSIBLE FOR THE TYPE AND/OR SUITABILITY OF THE MATERIAL UNDERLYING THE PROJECT SITE. THE CONTRACTOR MUST APPRAISE THEMSELVES OF ANY EXISTING SITE CONDITIONS WHICH MAY AFFECT THEIR BID OR THE PERFORMANCE OF THE REQUIRED WORK. THE CONTRACTOR SHALL PERFORM ANY INVESTIGATIONS AND/OR TESTING NECESSARY TO ADEQUATELY DETERMINE/ESTIMATE TO THEIR SATISFACTION ALL SITE CONDITIONS WHICH COULD AFFECT THE PERFORMANCE OF THE PROPOSED IMPROVEMENTS. THIS COULD INCLUDE, BUT NOT BE LIMITED TO, UNSUITABLE AND/OR UNSTABLE SOIL/SUBSURFACE CONDITIONS, ROCK, WATER (PERCHED OR FREE), SPRINGS, ETC.

REFER TO CITY STANDARD DRAWING NO. 19 FOR ADDITIONAL DETAILS.

REMOVAL/REPLACEMENT OF UNSUITABLE MATERIAL:

THE DEVELOPER/CONTRACTOR SHALL UNDERCUT AND REPLACE UNSUITABLE MATERIAL ENCOUNTERED DURING INSTALLATION OF THE PROPOSED UTILITIES AND ROADWAY IN ACCORDANCE WITH CITY STANDARD DRAWING NO. 19.

IV. ROADWAY / DRIVE APPROACHES / WALK / CURB

PAVEMENT STANDARDS:

PAVEMENTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE CITY STANDARD DRAWINGS AND SPECIFICATIONS (LISTED BELOW) AND ODOT SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE ON THE PLANS.

CITY STANDARD DRAWING NO.:

- DRIVEWAYS, CURBS, AND PAVEMENT
27 "DRIVE APPROACH WITH LAWNSTRIP BETWEEN SIDEWALK & CURB"
28 "DRIVE APPROACH WITH SIDEWALK AGAINST CURB"
29 "COMBINED CURB & WALK"
30 "CONCRETE CURB AND COMBINED CURB & GUTTER"
31 "BRICK PAVEMENT REPAIR & REPLACEMENT OVER TRENCHES/ALONG CURB"
32 "TYPICAL SECTION - LOCAL STREET"
33 "WHEELCHAIR RAMP"
34 "PAVEMENT TRANSITION, BRICK-ASPHALT", CITY STREETScape
40 "TYPICAL STREETScape CORRIDOR"
41 "ROADWAY BRICK & CROSSWALK PAVEMENT DETAILS"
42 "STREETScape CONCRETE WALK PAVEMENT DETAILS"
44 "CONCRETE WALK OVER VAULT CONSTRUCTION DETAILS"
45 "BRICK WALK OVER VAULT CONSTRUCTION DETAILS"

CITY SPECIFICATIONS:

"CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS"

RESTRICTED WORK SCHEDULE:

NO CONCRETE FINISH WORK OR PERMANENT ASPHALT SHALL BE PLACED FROM NOVEMBER 15TH TO APRIL 15TH UNLESS WRITTEN APPROVAL IS GRANTED BY THE CITY ENGINEER.

ASPHALT/CONCRETE:

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE OF BEGINNING WORK WHICH REQUIRES COMPACTION TESTING AND/OR PRE-POUR INSPECTION PRIOR TO PLACEMENT OF ASPHALT OR CONCRETE. WORK SHALL NOT PROCEED UNTIL TESTING AND/OR INSPECTION HAS BEEN COMPLETED AND APPROVED BY THE CITY ENGINEER.

ITEM 608, 5" CONCRETE WALK, AS PER PLAN

ALL PROVISIONS OF ODOT CMS 608 SHALL APPLY WITH THE ADDITION THAT THE WALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF CANTON STANDARD DRAWINGS NOS. 40 AND 42. THIS WORK SHALL INCLUDE THICKER CONCRETE BETWEEN THE WALK AND THE BACK OF THE BRICK PAVERS.

ITEM 609 - CURB TYPE 6, AS PER PLAN

ALL PROVISIONS OF ODOT CMS 609 SHALL APPLY WITH THE ADDITION THAT THE CURB SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF CANTON STANDARD DRAWINGS NO. 29 AND NO. 40.

V. SANITARY SEWERS / STORM SEWERS

SEWER STANDARDS:

ALL SANITARY/STORM SEWER CONDUITS AND APPURTENANCES SHALL BE CONSTRUCTED ACCORDING TO APPLICABLE CITY STANDARD DRAWINGS AND SPECIFICATIONS (LISTED BELOW) AND ODOT SPECIFICATIONS EFFECTIVE AT THE TIME OF CONSTRUCTION, UNLESS SPECIFIED OTHERWISE ON THE PLANS. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE DISPOSAL SYSTEM ARE PROHIBITED.

CITY STANDARD DRAWING NO.:

- CATCH BASINS
1 "CURB INLET CATCH BASIN"
2 "CURB INLET WATER QUALITY CATCH BASIN"
3 "HILLSIDE CURB INLET CATCH BASIN"
4 "SQUARE-TOP CATCH BASIN"
5 "SQUARE-TOP WATER QUALITY CATCH BASIN"

MANHOLES

- 10 "PRECAST STORM OR SANITARY MANHOLE"
11 "OUTSIDE DROP CONNECTION FOR SANITARY MANHOLE"
12 "MANHOLE COVER"
13 "MANHOLE ADJUSTMENTS"

CONDUITS AND TRENCHES

- 18 "HOUSE CONNECTION STACK"
19 "UTILITY TRENCH REQUIREMENTS"
20 "SANITARY SEWERS AND LATERALS"
21 "CONCRETE ENCASEMENT DETAIL"
22 "DOWNSPOUT OUTLET (NON-CURBED STREET)"
23 "DOWNSPOUT OUTLET (CURBED STREET)"
24 "GROUNDWATER DRAIN LINE CONNECTION"

DRIVEWAYS, CURBS, AND PAVEMENT
32 "TYPICAL SECTION - LOCAL STREET"

ITEM 611 - MANHOLE ADJUSTED TO GRADE, AS PER PLAN:

MANHOLE ADJUSTMENTS SHALL BE PERFORMED BY ONE OF THE FOLLOWING METHODS:

METHOD A - AFTER THE SURFACE COURSE ASPHALT IS PLACED. ADJUSTMENTS SHALL BE MADE AS PER CITY OF CANTON STANDARD DRAWING #13. THIS ITEM SHALL INCLUDE ALL MATERIALS REQUIRED AS PER THE STANDARD DRAWING.

METHOD B - PRIOR TO THE PLACEMENT OF THE INTERMEDIATE ASPHALT COURSE. CONCRETE SHALL NOT BE USED TO BACKFILL AROUND THE CASTING IN ORDER TO PREVENT REFLECTIVE CRACKING.

THIS ITEM SHALL INCLUDE THE REPLACEMENT OF THE EXISTING CASTING. SEWER CASTINGS SHALL COMPLY WITH CITY OF CANTON STANDARD DRAWING #12. PAYMENT FOR THE CASTING WILL BE INCLUDED WITH THIS ITEM.

ITEM 611 - CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN:

IN ADDITION TO THE REQUIREMENTS IN 611 OF THE CMS, THIS ITEM SHALL INCLUDE THE REPLACEMENT OF THE EXISTING CASTING. THE NEW CASTING SHALL COMPLY WITH CITY OF CANTON STANDARD DRAWING #1. PAYMENT FOR THE CASTING WILL BE INCLUDED WITH THIS ITEM.

FORCE MAIN:

ITEM 611 - CONDUIT, MISC.: 10" FORCE MAIN, CONCRETE LINED DUCTILE IRON PIPE, AWWA C151

THIS ITEM SHALL CONSIST OF CONSTRUCTING AND TESTING A 10" FORCE MAIN, CONCRETE LINED DUCTILE IRON PIPE, AWWA C151, AT THE LOCATIONS, GRADES, AND ELEVATIONS SPECIFIED IN THE PLANS IN ACCORDANCE WITH CITY OF CANTON SPECIFICATIONS, STANDARDS, DETAILS, AND NOTES. THE 10" FORCE MAIN SHALL BE TESTED IN ACCORDANCE WITH AWWA C600.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID PER FOOT.

ITEM 611 - CONDUIT, MISC.: (BY SIZE) DEZURIK ECCENTRIC PLUG VALVE W/ H.D. VALVE BOX

THIS ITEM SHALL CONSIST OF PROVIDING AND INSTALLING A DUZURIK ECCENTRIC PLUG VALVE W/ H.D. VALVE BOX AT THE LOCATIONS AND ELEVATIONS SHOWN ON THE PLANS.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID FOR EACH.

ITEM 611 - CONDUIT, MISC.: 6" FLANGED CLOW ECCENTRIC PLUG VALVE W/ COMPLETE BYPASS ASSEMBLY INCLUDED

THIS ITEM SHALL CONSIST OF PROVIDING AND INSTALLING A 6" FLANGED CLOW ECCENTRIC PLUG VALVE W/ COMPLETE BYPASS ASSEMBLY AT THE LOCATIONS AND ELEVATIONS SHOWN ON THE PLANS. ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTAL ITEMS NECESSARY TO REMOVE AND RE-INSTALL THE TOP OF THE MANHOLE AS WELL AS INCIDENTAL WORK DESCRIBED IN NOTES ON THE FORCE MAIN PLAN SHEET SHALL BE INCIDENTAL TO THIS ITEM.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID FOR EACH.

ITEM SPECIAL - CONNECTION TO EXISTING LIFT STATION FORCE MAIN DISCHARGE

THIS ITEM SHALL CONSIST OF CONNECTING THE PROPOSED FORCE MAIN TO THE DISCHARGE PIPING OF THE EXISTING LIFT STATION PER THE CONSTRUCTION NOTES AND DETAILS PROVIDED ON THE SANITARY SEWER PLAN SHEETS. THE LUMP SUM CONTRACT PRICE SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTAL ITEMS NECESSARY TO CONSTRUCT THE CONNECTION.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT LUMP SUM PRICE BID. THIS ITEM HAS BEEN CARRIED TO THE GENERAL SUMMARY.

ITEM SPECIAL - CONNECTION TO THE EXISTING 10" SANITARY FORCE MAIN

THIS ITEM SHALL CONSIST OF CONNECTING THE PROPOSED FORCE MAIN TO THE EXISTING FORCE MAIN PER THE CONSTRUCTION NOTES AND DETAILS PROVIDED ON THE SANITARY SEWER PLAN SHEETS. THE LUMP SUM CONTRACT PRICE SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTAL ITEMS NECESSARY TO CONSTRUCT THE CONNECTION.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT LUMP SUM PRICE BID. THIS ITEM HAS BEEN CARRIED TO THE GENERAL SUMMARY.

ITEM SPECIAL - BYPASS PUMPING

THIS ITEM SHALL CONSIST OF BYPASS PUMPING OF THE EXISTING LIFT STATION DISCHARGE PER THE CONSTRUCTION NOTES AND DETAILS PROVIDED ON THE SANITARY SEWER PLAN SHEETS. THE LUMP SUM CONTRACT PRICE SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTAL ITEMS NECESSARY TO PERFORM BYPASS PUMPING.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT LUMP SUM PRICE BID. THIS ITEM HAS BEEN CARRIED TO THE GENERAL SUMMARY.

ITEM SPECIAL - ABANDON EXISTING 10" SANITARY FORCE MAIN

THIS ITEM SHALL CONSIST OF ABANDONING THE EXISTING 10" SANITARY FORCE MAIN PER THE CONSTRUCTION NOTES AND DETAILS PROVIDED ON THE SANITARY SEWER PLAN SHEETS. THE LUMP SUM CONTRACT PRICE SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTAL ITEMS NECESSARY TO ABANDON THE EXISTING 10" SANITARY FORCE MAIN.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT LUMP SUM PRICE BID. THIS ITEM HAS BEEN CARRIED TO THE GENERAL SUMMARY.

OFFICE OF THE CITY ENGINEER CANTON, OHIO
GENERAL NOTES
13TH STREET NW RECONSTRUCTION
DATE: 3/20/19
H. SCALE: N/A
V. SCALE: N/A
SHEET 5 OF 18
DRAWN BY: NUL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St Gen Notes 2
REVISIONS
DESCRIPTION
DATE
BY

DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)488-3381

V. SANITARY SEWERS / STORM SEWERS (CONT.)

GRAVITY SEWER:

ITEM 611 – MANHOLE, MISC.: CITY OF CANTON SCD NO.10 PRECAST SANITARY MANHOLE

THIS ITEM SHALL CONSIST OF CONSTRUCTING AND TESTING SANITARY MANHOLES AT THE LOCATIONS AND ELEVATIONS SPECIFIED IN THE PLANS IN ACCORDANCE WITH CITY OF CANTON SPECIFICATIONS, STANDARDS, DETAILS, AND NOTES. SANITARY MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244 PER CITY OF CANTON SUPPLEMENTAL SPECIFICATION 04-01 – STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE TEST.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID FOR EACH

ITEM 611 – CONDUIT, MISC.: 8" CONDUIT, TYPE B, PVC SDR-35

THIS ITEM SHALL CONSIST OF CONSTRUCTING AND TESTING AN 8" CONDUIT, TYPE B, PVC SDR-35, AT THE LOCATIONS, GRADES, AND ELEVATIONS SPECIFIED IN THE PLANS IN ACCORDANCE WITH CITY OF CANTON SPECIFICATIONS, STANDARDS, DETAILS, AND NOTES. THE 8" CONDUIT SHALL BE TESTED IN ACCORDANCE WITH CITY OF CANTON SUPPLEMENTAL SPECIFICATION 02-00 – TESTING FOR EXCESSIVE DEFLECTION FOR NON-PRESSURE THERMOPLASTIC SEWER PIPE (LASER PROFILING PER ODOT 611.12.B MAY BE PROVIDED AS AN ALTERNATIVE). THE 8" CONDUIT SHALL ALSO BE TESTED IN ACCORDANCE WITH CITY OF CANTON SUPPLEMENTAL SPECIFICATION 03-00 – TESTING PRACTICES FOR LOW-PRESSURE AIR TESTING OF INSTALLED, NON-PRESSURE, THERMOPLASTIC SEWER PIPE.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID PER FOOT.

ITEM 611 – CONDUIT, MISC.: SEWER TELEVISION INSPECTION AND DOCUMENTATION, 8" DIA.

GRAVITY SANITARY SEWERS CONSTRUCTED WITH THIS PROJECT SHALL BE TELEVIEWED BY THE CONTRACTOR IN ACCORDANCE WITH ODOT ITEM 611.12, SECTION B. ANY OTHER APPLICABLE CITY OF CANTON STANDARDS, DETAILS, AND NOTES SHALL ALSO APPLY.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID PER FOOT.

ITEM SPECIAL – CORE EXISTING LIFT STATION WET WELL

THIS ITEM SHALL CONSIST OF CORING INTO THE EXISTING LIFT STATION WET WELL. THE CONNECTION SHALL BE MADE PER THE CONSTRUCTION NOTES AND DETAILS PROVIDED ON THE SANITARY SEWER PLAN SHEETS. THE LUMP SUM CONTRACT PRICE SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND INCIDENTAL ITEMS NECESSARY TO CONSTRUCT THE CONNECTION.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT LUMP SUM PRICE BID. THIS ITEM HAS BEEN CARRIED TO THE GENERAL SUMMARY.

VI. STORM WATER POLLUTION PREVENTION:

FOR PROJECTS ONE (1) ACRE OR MORE OF TOTAL LAND-DISTURBANCE:

THE CONTRACTOR SHALL APPLY FOR AND OBTAIN AN OHIO EPA NPDES PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. SAID PERMIT REQUIRES THE PREPARATION AND IMPLEMENTATION OF A STORM WATER POLLUTION PREVENTION PLAN (SWP3) TO ADDRESS CONSTRUCTION SITE STORM WATER RUNOFF AS WELL AS POST-CONSTRUCTION STORM WATER MANAGEMENT. THE SWP3 MUST BE REVIEWED AND APPROVED BY THE STARK COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD).

THE CONTRACTOR AND HIS REPRESENTATIVES SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE PERMIT AS WELL AS THE SWP3. ALL ACTIVITIES AND PRACTICES SHALL ALSO COMPLY WITH THE CURRENT EDITIONS OF THE CITY OF CANTON STORM WATER MANAGEMENT MANUAL AND THE OHIO DEPARTMENT OF NATURAL RESOURCES' RAINWATER AND LAND DEVELOPMENT MANUAL, AS APPLICABLE. SUCH PROJECTS ARE ALSO SUBJECT TO INSPECTION BY THE CITY OF CANTON AND/OR ITS AUTHORIZED REPRESENTATIVES (I.E. STARK SWCD) TO ENSURE COMPLIANCE WITH PERMIT AND SWP3 REQUIREMENTS AND LOCAL STORM WATER QUALITY REGULATIONS.

A PRE-CONSTRUCTION MEETING INITIATED BY THE CONTRACTOR IS REQUIRED ON-SITE WITH THE STARK SWCD PRIOR TO ANY LAND-DISTURBING ACTIVITIES. THE CONTRACTOR SHALL ABIDE BY ALL ORDERS ISSUED BY THE CITY AND/OR STARK SWCD PURSUANT TO INSPECTION OF THE PROJECT SITE.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT CO-PERMITTEE APPLICATION TO OHIO EPA PRIOR TO BEGINNING WORK ON THE PROJECT. AS APPLICABLE, THE CONTRACTOR SHALL OBTAIN A COPY OF THE SWP3 AND FAMILIARIZE HIMSELF WITH IT, IMPLEMENTING ALL ITEMS AND ABIDING BY ALL PERMIT REQUIREMENTS AND REGULATIONS.

POST CONSTRUCTION STORM WATER TREATMENT

THIS PLAN UTILIZES STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) FOR POST CONSTRUCTION STORM WATER TREATMENT.

MANUFACTURED WATER QUALITY STRUCTURE

THIS PLAN UTILIZES MANUFACTURED WATER QUALITY STRUCTURES FOR WATER QUALITY TREATMENT. AREAS HAVE BEEN SHOWN IN THE PLANS FOR PLACEMENT OF AN OFF-LINE SYSTEM. PAYMENT FOR THESE DEVICES SHALL BE MADE AT THE CONTRACT UNIT PRICE FOR ITEM 895, MANUFACTURED WATER QUALITY STRUCTURE, TYPE 4.

VII. TRAFFIC:

EXISTING STREET NAME AND TRAFFIC CONTROL SIGNS:

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

NEW STREET NAME & TRAFFIC CONTROL SIGNS:

ALL STREET NAME AND TRAFFIC CONTROL SIGNS SHALL COME COMPLETE AND BE MADE IN ACCORDANCE WITH THE CITY OF CANTON SIGN AND PAINT DEPARTMENT SPECIFICATIONS. GENERALLY, ALL SIGNS SHALL HAVE HI-INTENSITY SHEETING AND BE MADE WITH .080 50/52 ALUMINUM. STREET NAME SIGNS SHALL BE MADE WITH WHITE UPPER AND LOWER CASE LETTERING ON GREEN BACKGROUND USING 9" BLANKS, BE DOUBLED SIDED W/RADIUS CORNERS AND HAVE 6" NAME AND 3" SUFFIXES. ALL SIGN RELATED HARDWARE IS TO BE INCLUDED, SUCH AS 6" HEAVY DUTY U-CHANNEL CAPS AND STREET NAME CROSSES.

VIII. STREETScape / LIGHTING / CONDUIT SYSTEM

ITEM SPECIAL, BRICK WALKWAY PAVERS

BRICK PAVERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF CANTON STANDARD DRAWING NO. 40.

PAYMENT OF ITEM SPECIAL, BRICK PAVERS SHALL BE MADE AT THE CONTRACT UNIT PRICE PER SQUARE FOOT OF BRICK WALKWAY PAVERS AND SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT TO COMPLETE THE BRICK PAVERS, SETTING SAND, SEALANT, AND JOINT SAND IN ACCORDANCE WITH CITY STANDARDS.

ITEM SPECIAL, TREE FRAME AND GRATE

SPECIFICATIONS OF THE TREE FRAMES, GRATES, AND CONSTRUCTION OF THE CONCRETE COLLARS SHALL BE IN ACCORDANCE WITH CITY OF CANTON STANDARD DRAWING NO. 43. CONCRETE SHALL BE PER ODOT 499, CLASS C WITH LIMESTONE AGGREGATE.

PAYMENT OF ITEM SPECIAL, TREE FRAME AND GRATE SHALL BE MADE AT THE CONTRACT UNIT PRICE FOR EACH AND SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS TO COMPLETE THE CONCRETE COLLAR, TREE FRAMES, GRATES, AND EXCAVATION OF THE TREE PIT.

ITEM 608, WALKWAY MISC.: CONCRETE BASE

ALL PROVISIONS OF ODOT CMS 608 SHALL APPLY WITH THE ADDITION THAT THE WALK SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF CANTON STANDARD DRAWING NO. 40. THIS ITEM INCLUDES THE 3 INCH CONCRETE BASE CONSTRUCTED UNDER THE BRICK WALKWAY PAVERS AND THE 6 INCH WIDE CONCRETE HEADER BETWEEN THE ROADWAY CURB AND BRICK PAVERS.

PAYMENT OF ITEM 608, WALKWAY MISC.: CONCRETE BASE SHALL BE MADE AT THE CONTRACT UNIT PRICE PER SQUARE FOOT AND SHALL INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS TO CONSTRUCT THE CONCRETE BASE AND HEADER.

ITEM 625 – CONDUIT, 725.05, 2", AS PER PLAN

ALL CONDUITS AND FITTINGS SHALL BE TYPE EB, SCHEDULE 40 PVC. ALL CONDUITS SHALL HAVE PULL WIRE. ALL CONDUITS ENTERING A PULL BOX, POLE, ETC. SHALL NOT EXTEND MORE THAN 1" BEYOND ENTERING THE PULL BOX, POLE, ETC.

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

PULL BOXES SHALL BE MANUFACTURED BY CARSON BROOKS, QUAZITE, SYNERTech, OR APPROVED EQUAL. ALL PULL BOXES SHALL INCLUDE A POLYMER CONCRETE RING AND COVER TYPE, OR EQUAL, AND SHALL BE MARKED "TRAFFIC" OR "LIGHTING" AS APPLICABLE. 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.

CONDUITS ENTERING TRAFFIC/INTERCONNECT PULL BOXES SHALL NOT HAVE VERTICAL SWEEPS.

ITEM 625 – LIGHT POLE FOUNDATION, AS PER PLAN

LIGHT POLE FOUNDATIONS SHALL BE CONSTRUCTED AS PER CITY OF CANTON STANDARD DRAWINGS.

GROUNDING AND BONDING

THE REQUIREMENTS OF THE CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS) AND THE TC SERIES OF STANDARD CONSTRUCTION DRAWINGS ARE MODIFIED AS FOLLOWS:

1. ALL METALLIC PARTS CONTAINING ELECTRICAL CONDUCTORS SHALL BE PERMANENTLY JOINED TO FORM AN EFFECTIVE GROUND FAULT CURRENT PATH BACK TO THE GROUNDED CONDUCTOR IN THE POWER SERVICE DISCONNECT SWITCH.
 - A. PROVIDE AN EQUIPMENT GROUNDING CONDUCTOR IN METALLIC CONDUITS (725.04) IN ADDITION TO THE CONDUCTORS SPECIFIED AND BOND THE CONDUIT TO THIS GROUNDING CONDUCTOR.
 - B. WHEN AN EQUIPMENT GROUNDING CONDUCTOR IS REQUIRED IN PLASTIC CONDUIT (725.05), THE INSTALLATION SHALL INCLUDE A SEPARATE EQUIPMENT GROUNDINGS CONDUCTOR IN ADDITION TO THE CONDUCTORS SPECIFIED.
 - C. METALLIC CONDUIT CARRYING THE LOOP WIRES FROM IN THE PAVEMENT TO THE PULL BOX SPLICE LOCATION WILL ONLY BE BONDED AT THE PULL BOX END, AND WILL NOT CONTAIN AN EQUIPMENT GROUNDING CONDUCTOR.
 - D. IF MULTIPLE CONDUIT RUNS BEGIN AND END AT THE SAME POINTS, ONLY ONE EQUIPMENT GROUNDING CONDUCTOR IS REQUIRED.
 - E. IF AN EQUIPMENT GROUNDING CONDUCTOR IS NEEDED IN CONDUIT BETWEEN SIGNALIZED INTERSECTIONS FOR UNDERGROUND INTERCONNECT CABLE, THE GROUNDING SYSTEM FOR EACH SIGNALIZED INTERSECTION WILL BE SEPARATED ABOUT MIDWAY BETWEEN THE INTERSECTIONS.
 - F. THE MESSENGER WIRE AT SIGNALIZED INTERSECTIONS WILL BE USES AS THE CONDUCTIVE PATH FROM CORNER TO CORNER IF CONDUIT IS NOT PROVIDED UNDER THE ROADWAY. WHEN CONDUIT CONNECTS THE CORNERS OF AN INTERSECTION, AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE USED IN THE CONDUIT.
2. CONDUITS
 - A. THE 725.04 CONDUIT SHALL HAVE GROUNDING BUSHINGS INSTALLED AT ALL TERMINATION POINTS. THE BUSHING MATERIAL SHALL BE COMPATIBLE WITH GALVANIZED STEEL CONDUIT AND THE GROUNDING LUG MATERIAL SHALL BE COMPATIBLE FOR USE WITH COPPER WIRE. THREADED OR COMPRESSION TYPE BUSHINGS MAY BE USED.
 - B. THE 725.05 CONDUIT SHALL HAVE THE INSIDE AND OUTSIDE DIAMETERS OF THE CONDUIT DEBURRED AT ALL TERMINATION POINTS.
 - C. BOTH ENDS OF METALLIC CONDUITS SHALL BE BONDED TO THE EQUIPMENT GROUNDING CONDUCTOR.
 - D. METALLIC CONDUIT MAY BE BONDED TO METALLIC BOXES THROUGH THE USE OF CONDUIT FITTINGS UL APPROVED FOR THIS TYPE OF CONNECTION, WITH THE BOX BONDED TO THE EQUIPMENT GROUNDING CONDUCTOR.

3. WIRE FOR GROUNDINGS AND BONDING
 - A. USE INSULATED, STRANDED COPPER WIRE FOR THE EQUIPMENT GROUNDING CONDUCTOR. BONDING JUMPERS IN BOXES AND ENCLOSURES MAY BE BARE OR INSULATED COPPER WIRE. WIRE SIZE SHALL BE AS FOLLOWS:
 - I. USE #4 AWG BETWEEN THE POWER SERVICE AND SUPPORTS, POLES, PEDESTALS, CONTROLLER, OR FLASHER CABINETS.
 - II. THE INSULATION SHALL BE GREEN OR GREEN WITH YELLOW STRIPE(S). FOR #4 AWG OR LARGER, INSULATION MAY ALSO BE BLACK WITH GREEN TAPE/LABELS INSTALLED AT ALL ACCESS POINTS.
4. GROUND ROD
 - A. A 3/4 INCH SCHEDULE 40 PVC CONDUIT WILL BE USED IN FOUNDATIONS AND CONCRETE WALLS FOR THE GROUNDING CONDUCTOR (GROUND WIRE) RACEWAY TO THE GROUND ROD. SHOULD METALLIC CONDUIT BE USED, BOTH ENDS OF THE CONDUIT SHALL BE BONDED TO THE GROUNDING CONDUCTOR.
 - B. THE TYPICAL GROUNDING CONDUCTOR (GROUND WIRE) SHALL BE #4 AWG INSULATED, STRANDED COPPER.
5. POWER SERVICE AND MAIN PEDESTAL
 - A. AT THE POWER SERVICE LOCATION, THE GROUNDING CONDUCTOR (GROUND WIRE) FROM THE MAIN PEDESTAL NEUTRAL (AC-) BAR TO THE GROUND ROD SHALL BE A CONTINUOUS, UNSPLICED CONDUCTOR. IF SPLICED, IT SHALL BE AN EXOTHERMIC WELD BUTT SPLICE.
 - B. THE SERVICE NEUTRAL (AC-) SHALL ONLY BE CONNECTED TO GROUND AT THE PRIMARY POWER SERVICE DISCONNECT.
 - I. NEMA CONTROLLER CABINETS: IF A POWER SERVICE DISCONNECT IS LOCATED BEFORE THE CONTROLLER CABINET, THE NEUTRAL (AC-) AND THE GROUNDING BARS IN THE CONTROLLER CABINET SHALL NOT BE CONNECTED TOGETHER AS SHOWN IN NEMA TS-2, FIGURE 5-4.
 - II. IF SECONDARY DISCONNECT SWITCHES ARE CONNECTED AFTER THE PRIMARY DISCONNECT SWITCH, THE NEUTRAL (AC-) SHALL ONLY BE GROUNDED AT THE PRIMARY SWITCH. EQUIPMENT GROUNDING CONDUCTORS SHALL BE BROUGHT TO THE PRIMARY SWITCH, BUT SHALL BE GROUNDED AT BOTH SECONDARY AND PRIMARY SWITCHES.
6. PAYMENT – ALL MATERIALS AND WORK REQUIRED TO COMPLETE THE EFFECTIVE GROUND FAULT CURRENT PATH SYSTEM ARE INCIDENTAL TO THE CONDUCTORS INSTALLED BY CONTRACT.

IX. POST CONSTRUCTION INCIDENTALS

AS-BUILT DRAWINGS:

AS-BUILT REPRODUCIBLE MYLARS SHALL BE PROVIDED TO THE CITY OF CANTON BY THE DESIGN ENGINEER AT THE COMPLETION OF THE PROJECT. AS-BUILT INFORMATION CONSISTS OF POST-CONSTRUCTION FIELD SURVEY DATA OF THE LOCATION, FLOWLINE ELEVATIONS, AND TOP-OF-GRATE/RIM ELEVATIONS FOR ALL STORM AND SANITARY STRUCTURES CONSTRUCTED AND/OR IMPACTED BY THE PROJECT.

FOR PRIVATE PROJECTS, THE CONSTRUCTION BOND WILL NOT BE RELEASED UNTIL THE AS-BUILT DRAWINGS HAVE BEEN ACCEPTED.

PROPOSED MONUMENTATION:

THE CONTRACTOR'S SURVEYOR SHALL NOTIFY THE CITY ENGINEER IN WRITING UPON THE COMPLETION OF MONUMENTS BEING SET AS PER PLAN OR RECORD PLAT.

RELEASE OF RETAINER/BONDS:

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

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 AND THE FOLLOWING:

1. THE CONTRACTOR MUST MAINTAIN TWO-WAY TRAFFIC ON 13TH ST. AT ALL TIMES. DURING WORKING HOURS, IF ONE LANE IN EACH DIRECTION CAN NOT BE MAINTAINED, FLAGGERS MAY BE USED. DURING NON-WORKING HOURS, A MINIMUM OF ONE TEN FOOT LANE IN EACH DIRECTION SHALL BE MAINTAINED ON 13TH ST. ON THE EXISTING PAVEMENT OR COMPLETED PAVEMENT AT ALL TIMES.
2. CONES SHALL NOT BE ACCEPTABLE TRAFFIC CONTROL DEVICES FOR LANE RESTRICTIONS OR LANE REDUCTIONS THAT ARE IN OPERATION ONE-HALF HOUR AFTER SUNSET OR ONE-HALF HOUR BEFORE SUNRISE. ALL NIGHTTIME LANE RESTRICTIONS SHALL REQUIRE DRUMS AT A MINIMUM SPACING OF FIFTY (50) FEET.
3. THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN, AND SUBSEQUENTLY REMOVE ALL FLAGS, BARRICADES, SIGNS, AND SIGN SUPPORTS AND FURNISH AND MAINTAIN ALL FLAGGERS, WATCHERS AND INCIDENTALS RELATED THERETO.
4. ONLY DURING OFF-PEAK PERIODS (I.E. ANY PERIOD OTHER THAN 6-8AM AND 3-6PM) SHALL THE CONTRACTOR INSTALL AND SUBSEQUENTLY RESET ALL TRAFFIC CONTROL NECESSARY FOR THE WORK ZONE FOR EACH CONSTRUCTION PHASE.
5. IN ADDITION TO THE REQUIREMENTS OF 614 WORK ZONE PAVEMENT MARKINGS (<614.11>), AT THE END OF EACH DAY OF WORK, THE CONTRACTOR SHALL REPLACE (WITH WORK ZONE MARKINGS) ALL LANE, CENTER, STOP OR CHANNELIZING LANES THAT WERE REMOVED OR COVERED DURING THE PAVEMENT REMOVAL OR PAVEMENT PLACING OPERATIONS. QUANTITIES FOR SUCH PLACEMENT ARE CARRIED AS PART OF THE ITEMS LISTED UNDER 614 WORK ZONE PAVEMENT MARKINGS.
8. A QUANTITY OF 200 CU. YD. OF 614 ASPHALT CONCRETE FOR MAINTAINING TRAFFIC SHALL BE PROVIDED FOR USE IN MAINTAINING PAVEMENT, SHOULDERS, AND OTHER LOCATIONS PRIOR TO RESURFACING, AS DIRECTED BY THE ENGINEER.
9. PRIOR TO OPENING TO TRAFFIC EACH LANE SHALL BE IN A SAFE, PASSABLE CONDITION. ALL TRANSVERSE JOINTS SHALL EXTEND ACROSS THE FULL LANE WIDTH AND EACH LANE SHALL BE FREE FROM UNEVEN LONGITUDINAL JOINTS. THE CONTRACTOR SHALL PROVIDE ASPHALT WEDGES FOR TRANSVERSE JOINTS WHEREVER THERE ARE PAVEMENT ELEVATION DIFFERENCES.
10. ACCESS SHALL BE MAINTAINED AT ALL TIMES FOR EMERGENCY AND FIRE DEPARTMENT VEHICLES.
11. 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.

TEMPORARY TRAFFIC CONTROL PLAN:

THE CONTRACTOR SHALL DEVELOP A TEMPORARY TRAFFIC CONTROL PLAN FOR THE PROJECT. THE PLAN MUST TAKE INTO ACCOUNT THE PREVIOUS STIPULATIONS. THE PLAN MUST BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION.

SPECIAL CARE MUST BE TAKEN AT THE EASTERN TRANSITION (HARRISON AVE.).

PAYMENT FOR ALL ITEMS NOT OTHERWISE ACCOUNTED FOR IN THE PLANS SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 614 MAINTAINING TRAFFIC.

WINTER SHUTDOWN PERIOD:

IF FINAL PAVING IS NOT PERFORMED PRIOR TO THE WINTER SHUTDOWN PERIOD, THE CONTRACTOR SHALL WEDGE/RAMP AROUND ALL CASTINGS TO ALLOW FOR SNOW PLOWING.

PAYMENT SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 614 MAINTAINING TRAFFIC.

TRAFFIC CONTROL INSPECTOR:

THE CONTRACTOR SHALL DESIGNATE AN INDIVIDUAL OTHER THAN THE SUPERINTENDENT AND SUBJECT TO THE APPROVAL OF THE ENGINEER, TO CONTINUOUSLY INSPECT ALL TRAFFIC CONTROL DEVICES WHENEVER CONSTRUCTION WORK IS BEING PERFORMED WITHIN THE WORK LIMITS OF THE PROJECT. THE DESIGNATED INDIVIDUAL SHALL ALSO INSPECT ALL TRAFFIC DEVICES AT THE BEGINNING AND AT THE END OF EACH WORK DAY. THE DESIGNATED INDIVIDUAL OR QUALIFIED REPRESENTATIVE SHALL ALSO BE AVAILABLE ON AN AROUND THE CLOCK BASIS TO REPAIR AND/OR REPLACE DAMAGED OR MISSING TRAFFIC CONTROL DEVICES. THESE INDIVIDUALS SHALL BE EQUIPPED WITH CELLULAR PHONES AND THEIR NAMES AND PHONE NUMBERS SHALL BE GIVEN TO THE PROJECT ENGINEER AT THE PRE-CONSTRUCTION MEETING. THE DESIGNATED INDIVIDUAL MAY HAVE OTHER CONSTRUCTION RELATED DUTIES AS LONG AS IMMEDIATE ATTENTION IS GIVEN TO TRAFFIC CONTROL. PAYMENT FOR THE SERVICES OF THE TRAFFIC CONTROL INSPECTOR SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 614 MAINTAINING TRAFFIC.

TRAFFIC SIGNALS:

THE TEMPORARY TRAFFIC CONTROL PLAN WILL LIKELY REQUIRE MODIFICATIONS TO THE TRAFFIC SIGNAL OPERATIONS AT THE EASTERN AND WESTERN TERMINI. THE CONTRACTOR SHALL COORDINATE WITH CITY OF CANTON TRAFFIC ENGINEERING AND TRAFFIC SIGNAL AND LIGHTING DIVISIONS TO FACILITATE THE CHANGES. CITY PERSONNEL WILL MAKE NECESSARY CHANGES TO THE DETECTION ZONES, SIGNAL PHASINGS, AND SIGNAL TIMINGS AS NECESSARY.

ITEM 614 - LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE:

IN ADDITION TO THE REQUIREMENTS OF CMS 614 AND THE OMTCD, A UNIFORMED LAW ENFORCEMENT OFFICER (LEO) WITH AN OFFICIAL PATROL CAR (CAR WITH TOP-MOUNTED EMERGENCY FLASHING LIGHTS AND COMPLETE MARKINGS OF THE APPROPRIATE LAW ENFORCEMENT AGENCY) SHALL BE PROVIDED FOR CONTROLLING TRAFFIC AS DIRECTED BY THE ENGINEER FOR THE FOLLOWING TASKS:

1. FOR LANE CLOSURES: DURING INITIAL SET-UP PERIODS, TEAR DOWN PERIODS, SUBSTANTIAL SHIFTS OF A CLOSURE POINT OR WHEN NEW LANE CLOSURE ARRANGEMENTS ARE INITIATED.

LAW ENFORCEMENT OFFICERS SHOULD NOT BE USED WHERE THE OMTCD INTENDS THAT FLAGGERS BE USED. THE LEO'S ARE CONSIDERED TO BE EMPLOYED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR ACTIONS. ALTHOUGH THEY ARE EMPLOYED BY THE CONTRACTOR, THE PROJECT ENGINEER SHALL HAVE CONTROL OVER THEIR PLACEMENT. THE OFFICAL PATROL CAR SHALL BE A PUBLIC SAFETY VEHICLE AS REQUIRED BY THE OHIO REVISED CODE.

THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THESE SERVICES WITH:

CITY OF CANTON POLICE DEPARTMENT
221 THIRD STREET S.W.
CANTON, OHIO 44702
330-489-3111

LAW ENFORCEMENT OFFICERS WITH PATROL CAR REQUIRED BY THE TRAFFIC MAINTENANCE TASKS ABOVE SHALL BE PAID FOR ON A UNIT PRICE (HOURLY) BASIS UNDER ITEM 614. LAW ENFORCEMENT OFFICER WITH PATROL CAR. THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE GENERAL SUMMARY:

ITEM 614, LAW ENFORCEMENT OFFICER WITH PATROL CAR 80 HOURS

THE HOURS PAID SHALL INCLUDE MINIMUM SHOW-UP TIME REQUIRED BY THE LAW ENFORCEMENT AGENCY INVOLVED.

IF THE CONTRACTOR WISHES TO UTILIZE LEO'S FOR FLAGGING AND TRAFFIC CONTROL OTHER THAN FOR THAT REQUIRED IN THESE PLANS, HE MAY DO SO AT HIS OWN EXPENSE. PAYMENT FOR THE EXCESS ABOVE THE CONTRACT REQUIREMENTS WILL BE INCLUDED UNDER ITEM 614 MAINTAINING TRAFFIC.

CONTRACTOR'S EQUIPMENT - OPERATION AND STORAGE:

A QUALIFIED FLAGGER SHALL BE EMPLOYED WHERE THE CONTRACTOR'S EQUIPMENT MUST MERGE WITH THE TRAFFIC STREAM. THE CONTRACTOR'S EQUIPMENT SHALL BE EQUIPPED WITH AT LEAST ONE AMBER FLASHING LIGHT. PAVERS, ROLLERS AND OTHER EQUIPMENT MAY NOT BE PARKED ON CLEVELAND AVENUE, BUT MAY BE PARKED ON SIDE STREETS, WITH THE ENGINEER'S APPROVAL, WHEN PAVING OPERATIONS ARE SCHEDULED TO CONTINUE WITHIN THE NEXT WORKDAY. OTHERWISE THE EQUIPMENT SHALL BE STORED AT A STORAGE AREA OUTSIDE THE R/W, THE LOCATION OF WHICH SHALL HAVE PRIOR APPROVAL OF THE ENGINEER. WHEN PARKING ALONG A SIDE STREET, ADEQUATE BARRICADES AND LIGHTS SHALL BE PLACED ON THE PAVEMENT SIDE OF THE EQUIPMENT TO IDENTIFY THE LIMITS OF THE EQUIPMENT. ALL OTHER EQUIPMENT, INCLUDING PRIVATE VEHICLES, SHALL BE STORAGE AT THE APPROVED CONTRACTOR'S STORAGE AREA. NO EQUIPMENT SHALL BE PARKED ON PRIVATE PROPERTY UNLESS PRIOR APPROVAL OF THE OWNER AND THE PROJECT ENGINEER HAS BEEN GRANTED.

DATE: 3/26/19		DRAWN BY: NUL		REVISIONS		OFFICE OF THE CITY ENGINEER CANTON, OHIO	
H. SCALE: N/A		APPROVED BY:		DESCRIPTION		MAINTENANCE OF TRAFFIC	
V. SCALE: N/A		FIELD BOOK:		DATE		13TH STREET NW RECONSTRUCTION	
SHEET 7 OF 18		FILE NAME: 13th St. MOT		BY		DANIEL J. MOEGLIN, P.E., CITY ENGINEER 2436 30th STREET N.E. 44705 (330)489-3381	

NOTES:

1. THE BEARING OF THE CENTERLINE OF 13TH ST. COINCIDES WITH THE EXISTING CENTER PAVEMENT JOINT.
2. STATIONING IS TIED TO PK NAILS LOCATED ALONG THE CENTER JOINT.

PK NAILS TO BE SET PRIOR TO STAGE 3 PLANS. LOCATIONS AND TIE-IN WILL BE SHOWN ON SCHEMATIC.

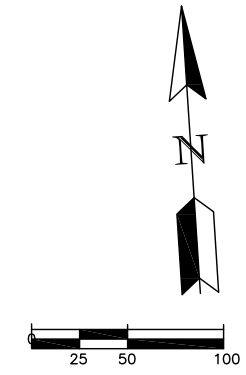
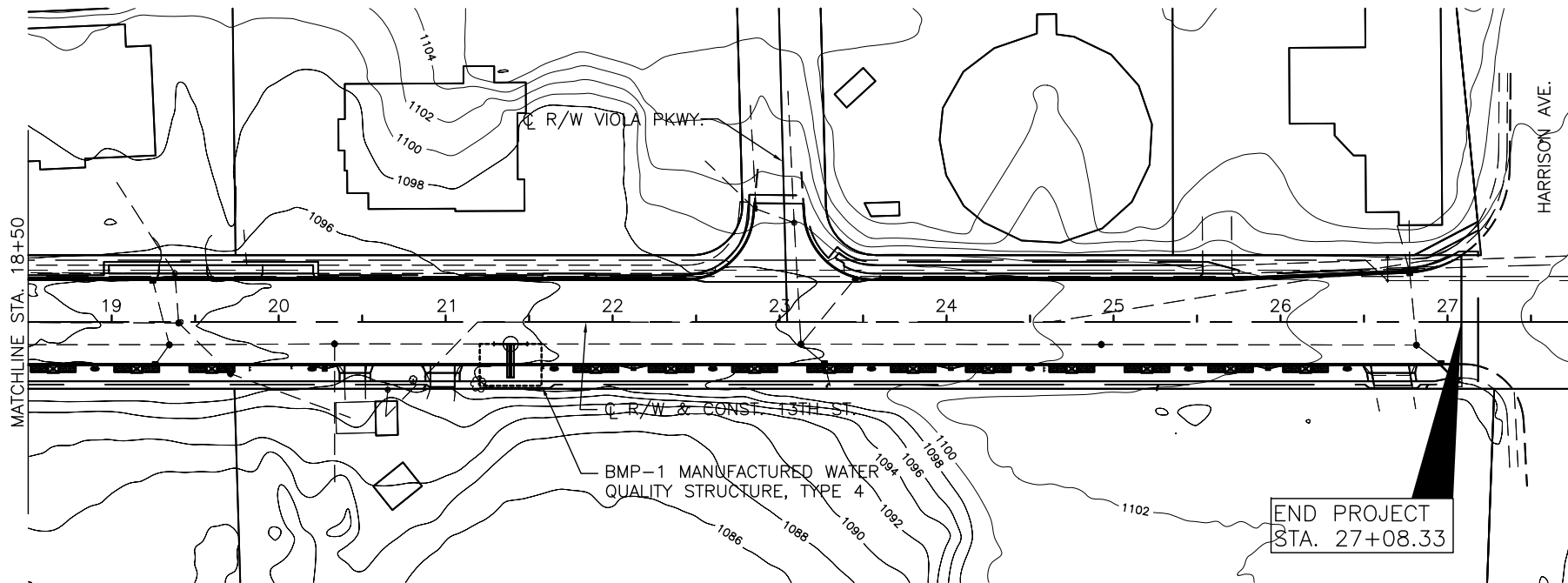
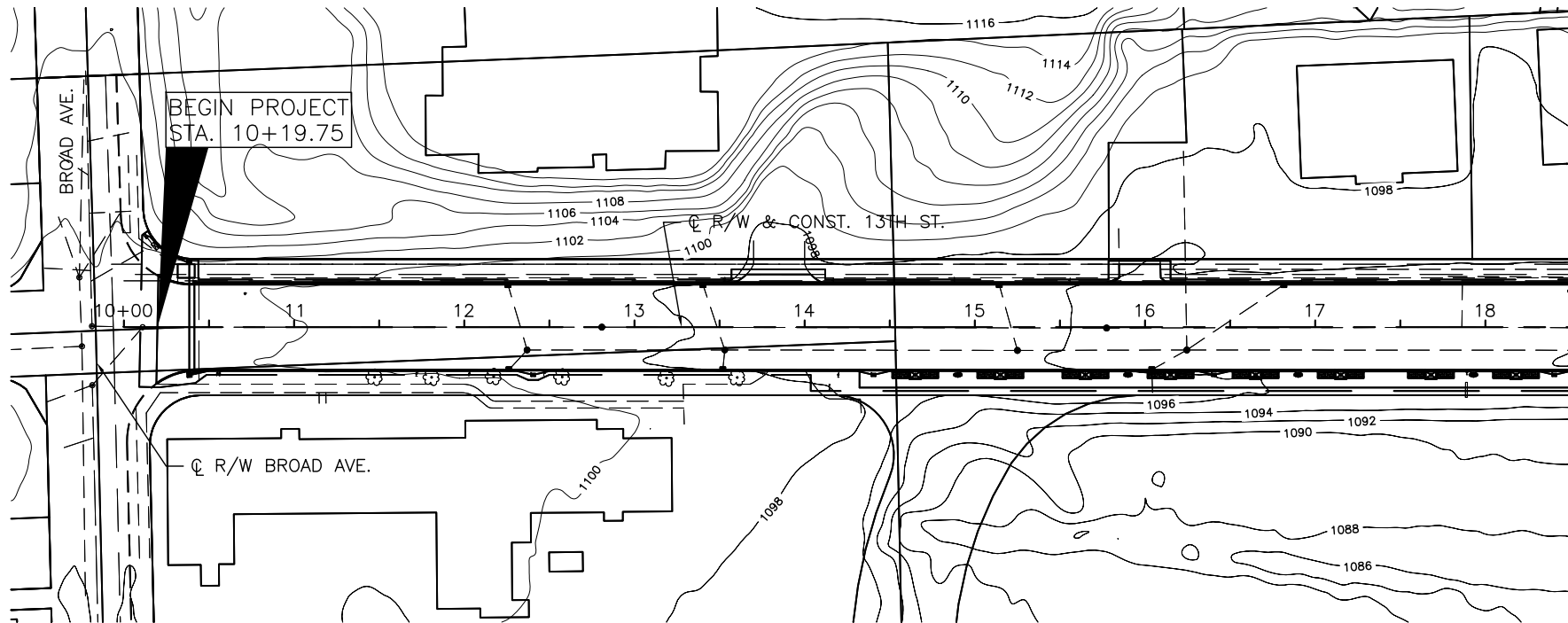
PROJECT DESCRIPTION:
IMPROVEMENTS WILL INCLUDE PAVEMENT REPLACEMENT, STREETSCAPING, LIGHTING, AND SIDEWALK REPLACEMENT.

USGS QUADRANT: NORTH CANTON QUADRANGLE
NORTH CANTON, OHIO

LONGITUDE: W 81°24'06" *
LATITUDE: N 40°48'42" *
* LONGITUDE AND LATITUDE TO APPROXIMATE CENTER OF PROJECT.

LEGEND:

- ■ ■ NEW CATCH BASIN
- ⊙ NEW MANHOLE
- ▣ ⊙ EXISTING CATCH BASIN



OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)488-3381

PROJECT SITE PLAN
13TH STREET NW RECONSTRUCTION

REVISIONS	DATE	BY

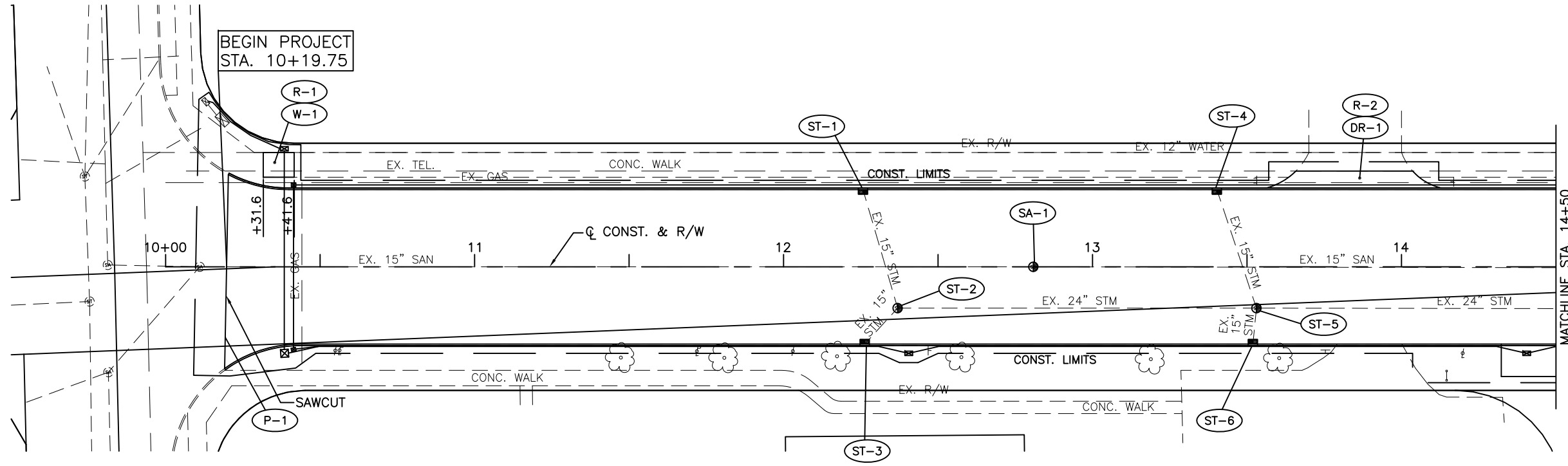
DRAWN BY: NUL	APPROVED BY:	FIELD BOOK:	FILE NAME: 13th St Project Site Plan
DATE: 7/30/20	H. SCALE:	V. SCALE:	SHEET 9 OF 18

ESTIMATED QUANTITIES			
ITEM	QUANTITY	UNIT	DESCRIPTION
832	LUMP		STORM WATER POLLUTION PREVENTION PLAN
832	18,500	EACH	EROSION CONTROL
QUANTITIES CARRIED TO THE GENERAL SUMMARY			

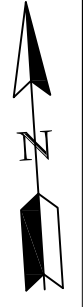
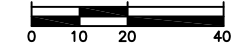
PERMANENT STORM WATER BMP					EDA TREATMENT CREDIT (ACRES)
BMP TYPE	STATION	OFFSET	LATITUDE	LONGITUDE	
BMP 1 - MANUFACTURED WATER QUALITY STRUCTURE, TYPE 4	21+38.98	13.17' RT.	40.811601°	-81.400460°	0.79
TREATMENT REQUIRED*					0.53

* CALCULATED PER L&D VOL. 2, SEC. 1115.7

PROJECT DATA	
TOTAL AREA (RIGHT OF WAY)	3.20 ACRES
PROJECT EARTH DISTURBED AREA	2.66 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA	0.25 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA	4.90 ACRES
IMPERVIOUS (PAVED) AREA FOR PRE-CONSTRUCTION SITE	2.23 ACRES
IMPERVIOUS (PAVED) AREA FOR POST-CONSTRUCTION SITE	2.52 ACRES
RUNOFF COEFFICIENT FOR PRE-CONSTRUCTION SITE	0.5-0.9
RUNOFF COEFFICIENT FOR POST-CONSTRUCTION SITE	0.68
IMMEDIATE RECEIVING WATERS	WESTBROOK PARK POND
SUBSEQUENT RECEIVING WATER	WEST BRANCH NIMISHILLEN CREEK
POST-CONSTRUCTION BMP: A MANUFACTURED WATER QUALITY STRUCTURE IS PROVIDED TO MEET NPDES POST-CONSTRUCTION REQUIREMENTS.	



NOTE:
SOUTH WALK AND STREETSCAPE ITEMS ARE
QUANTIFIED IN STREETSCAPE PLANS



				204	301	304	407	407	441	424	202	202	605	609	638	
		DISTANCE (D) FT	AVERAGE WIDTH (W) FT	SURFACE AREA (A) A=DxW SQ FT	SUBGRADE COMPACTION A 9 SQ YD	ASPH. CONC. BASE (6") 6*A 12*27 CU YD	AGGREGATE BASE (6") 6*A 12*27 CU YD	TACK COAT (0.10 GAL/SY) 0.10*A 9 GAL	TACK COAT FOR INTERM. COURSE (0.10 GAL/SY) 0.10*A 9 GAL	ASPH. CONC. INTERM. COURSE (2 1/4") 2.25*A 12*27 CU YD	FINE GRADED POLYMER A.C., TYPE A (1/2") 0.75*A 12*27 CU YD	PAVEMENT REMOVED SQ YD	CURB REMOVED FT	4" BASE PIPE UNDERDRAINS WITH FABRIC FT	CURB TYPE 6, AS PER PLAN FT	SEEDING AND MULCHING SQ YD
10+19.75	TO 10+43.59	23.84	56.4	1345	149	25	25	15	15	9	3	149	48	48	48	11
10+43.59	TO 14+50	406.41	50	20321	2258	376	376	226	226	141	47	2258	813	813	813	361
TOTALS CARRIED TO GENERAL SUMMARY					2407	401	401	241	241	150	50	2407	861	861	861	372

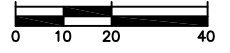
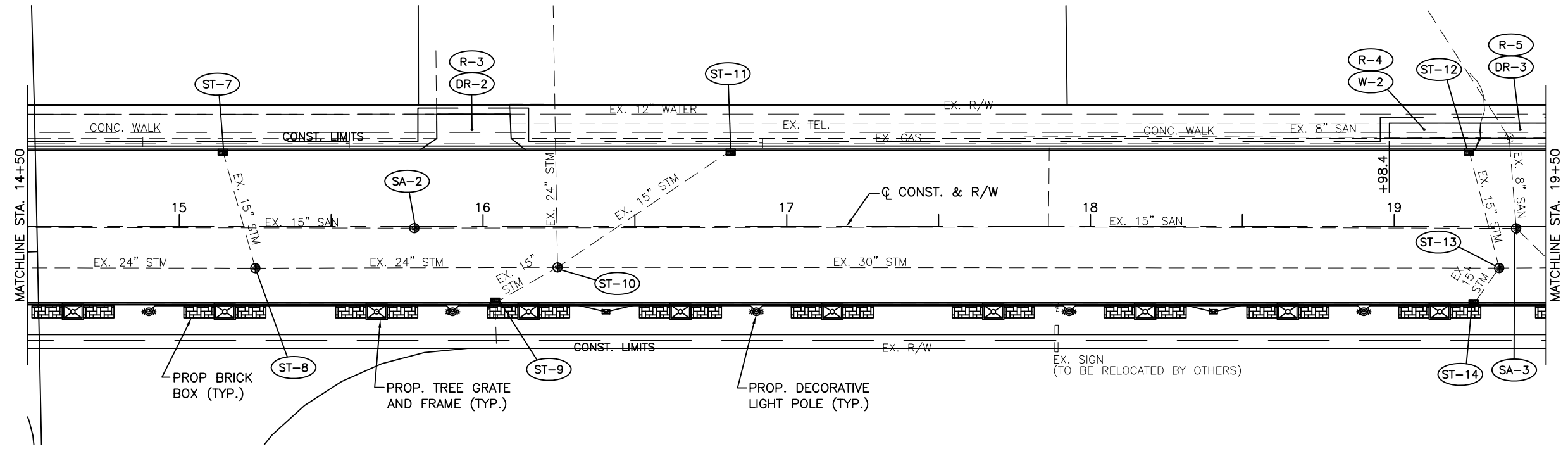
REFERENCE	202	202	203	252	304	608	452		611	611
	PAVEMENT REMOVED SQ YD	WALK REMOVED SQ FT	EXCAVATION CU YD	FULL DEPTH PAVEMENT SAWING FT	AGGREGATE BASE CU YD	5" CONCRETE WALK, AS PER PLAN SQ FT	7" NON-REINFORCED CONCRETE PAVEMENT, QC1 SQ YD		CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN EACH	MANHOLE ADJUSTED TO GRADE, AS PER PLAN EACH
R-1		80								
R-2	29									
DR-1			3		3		29			
W-1			1		1	80				
P-1				63						
SA-1										1
ST-1									1	
ST-2										1
ST-3									1	
ST-4									1	
ST-5										1
ST-6									1	
TOTALS CARRIED TO GENERAL SUMMARY	339	339	4	63	4	80	29		4	3

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)488-3381

PLAN
13TH STREET NW RECONSTRUCTION

DATE	REVISIONS	DESCRIPTION	DATE	BY
DATE: 3/22/19				
H. SCALE:				
V. SCALE:				
SHEET 10 OF 16				

DRAWN BY: NUL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St Plan 1



NOTE:
SOUTH WALK AND STREETScape ITEMS ARE
QUANTIFIED IN STREETScape PLANS

				204	301	304	407	407	441	424	202	202	605	609	638
	DISTANCE (D)	AVERAGE WIDTH (W)	SURFACE AREA (A) A=DxW	SUBGRADE COMPACTION A 9	ASPH. CONC. BASE (6") 6*A 12*27	AGGREGATE BASE (6") 6*A 12*27	TACK COAT (0.10 GAL/SY) 0.10*A 9	TACK COAT FOR INTERM. COURSE (0.10 GAL/SY) 0.10*A 9	ASPH. CONC. INTERM. COURSE (2 1/4") 2.25*A 12*27	FINE GRADED POLYMER A.C., TYPE A (1/2") 0.75*A 12*27	PAVEMENT REMOVED	CURB REMOVED	4" BASE PIPE UNDERDRAINS WITH FABRIC	CURB TYPE 6, AS PER PLAN	SEEDING AND MULCHING
	FT	FT	SQ FT	SQ YD	CU YD	CU YD	GAL	GAL	CU YD	CU YD	SQ YD	FT	FT	FT	SQ YD
14+50 TO 19+50	500	50	25000	2778	463	463	278	278	174	58	2778	1000	1000	1000	111
TOTALS CARRIED TO GENERAL SUMMARY				2778	463	463	278	278	174	58	2778	1000	1000	1000	111

REFERENCE	202	202	203	252	304	608	452		611	611
	PAVEMENT REMOVED	WALK REMOVED	EXCAVATION	FULL DEPTH PAVEMENT SAWING	AGGREGATE BASE	5" CONCRETE WALK, AS PER PLAN	7" NON-REINFORCED CONCRETE PAVEMENT, QC1		CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	MANHOLE ADJUSTED TO GRADE, AS PER PLAN
	SQ YD	SQ FT	CU YD	FT	CU YD	SQ FT	SQ YD		EACH	EACH
R-3	33									
R-4		150								
R-5	29									
DR-2			4		4		33			
DR-3			3		3		28			
W-2			2		2	150				
SA-2										1
SA-3										1
ST-7									1	
ST-8									1	
ST-9									1	
ST-10										1
ST-11									1	
ST-12									1	
ST-13										1
ST-14									1	
TOTALS CARRIED TO GENERAL SUMMARY	62	150	9	0	9	150	61		6	4

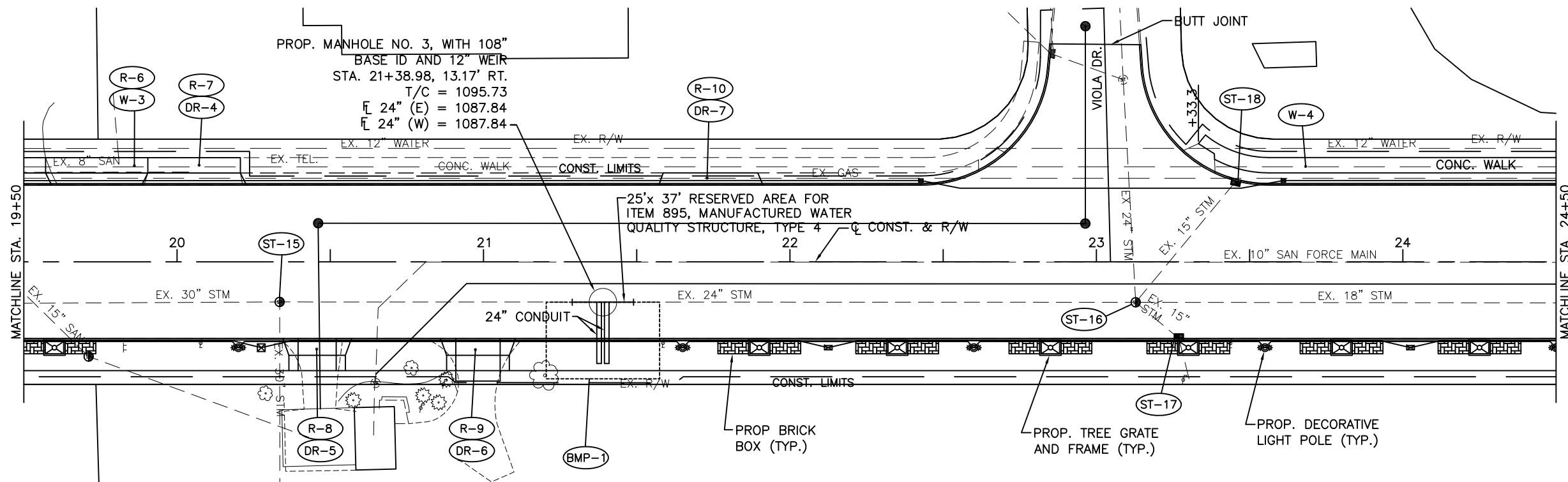


OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)489-3361

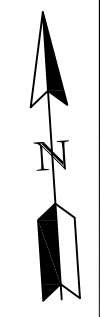
PLAN
13TH STREET NW RECONSTRUCTION

DATE	REVISIONS	DESCRIPTION	DATE	BY
DATE: 3/22/19				
H. SCALE:				
V. SCALE:				
SHEET 11 OF 16				

DRAWN BY: NUL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St Plan 2



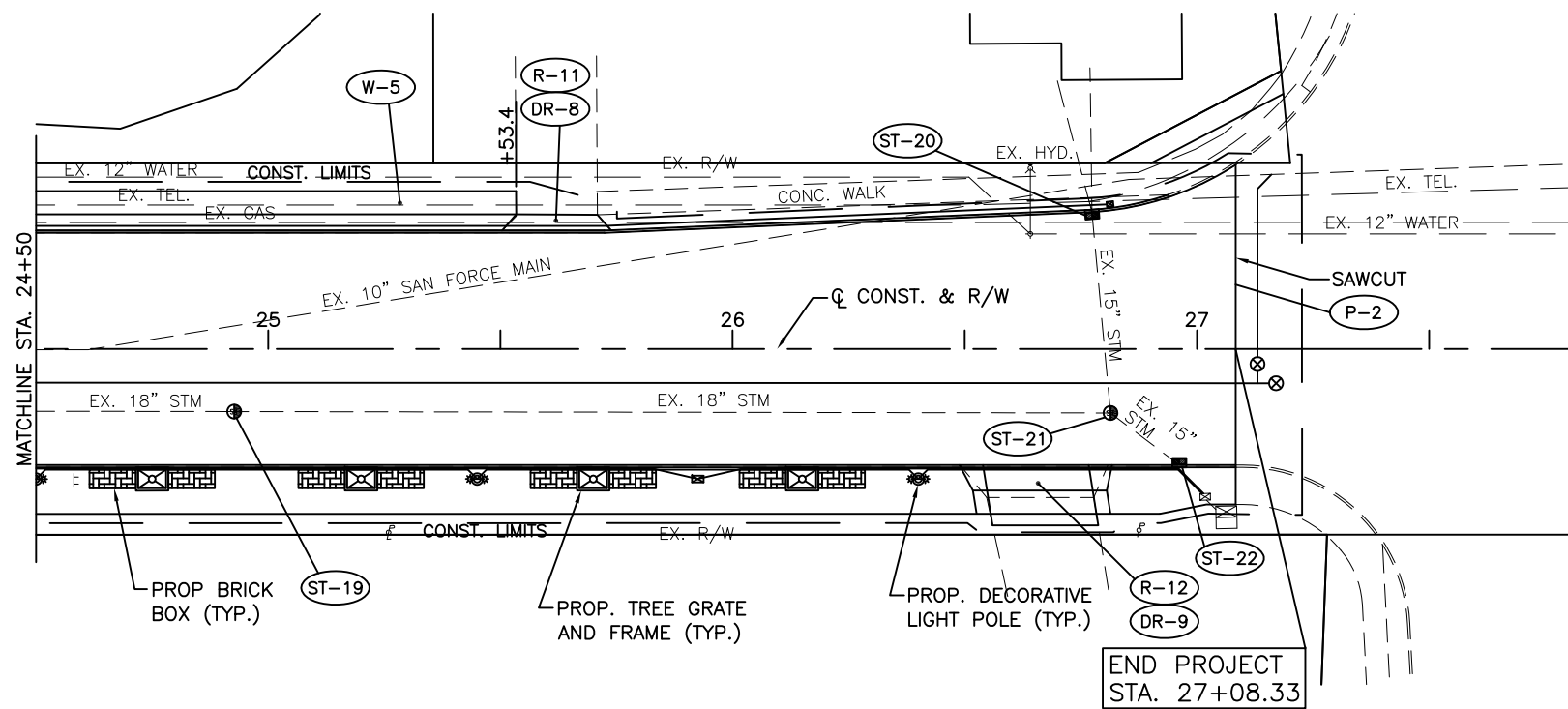
NOTE:
SOUTH WALK AND STREETSCAPE ITEMS ARE
QUANTIFIED IN STREETSCAPE PLANS



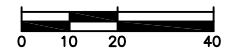
	DISTANCE (D)	AVERAGE WIDTH (W)	SURFACE AREA (A) A=DxW	SUBGRADE COMPACTION A 9	ASPH. CONC. BASE (6") 6*A 12*27	AGGREGATE BASE (6") 6*A 12*27	TACK COAT (0.10 GAL/SY) 0.10*A 9	TACK COAT FOR INTERM. COURSE (0.10 GAL/SY) 0.10*A 9	ASPH. CONC. INTERM. COURSE (2 1/4") 2.25*A 12*27	FINE GRADED POLYMER A.C., TYPE A (1/2") 0.75*A 12*27	PAVEMENT REMOVED	CURB REMOVED	4" BASE PIPE UNDERDRAINS WITH FABRIC	CURB TYPE 6, AS PER PLAN	SEEDING AND MULCHING
	FT	FT	SQ FT	SQ YD	CU YD	CU YD	GAL	GAL	CU YD	CU YD	SQ YD	FT	FT	FT	SQ YD
19+50 TO 24+50	500	50	25000	2778	463	463	278	278	174	58	2778	886	886	886	86
VIOLA DR.			2118	235	39	39	24	24	15	5	235	140	140	140	31
TOTALS CARRIED TO GENERAL SUMMARY				3013	502	502	302	302	189	63	3013	1026	1026	1026	117

REFERENCE	611	611	895
24" CONDUIT, TYPE B			
MANHOLE, NO. 3 W/108" BASE I.D. & 12" WEIR			
MANUFACTURED WATER QUALITY STRUCTURE, TYPE 4			
BMP-1	50	1	1
TOTALS CARRIED TO GENERAL SUMMARY	50	1	1

REFERENCE	202	202	203	252	304	608	452		611	611
	PAVEMENT REMOVED	WALK REMOVED	EXCAVATION	FULL DEPTH PAVEMENT SAWING	AGGREGATE BASE	5" CONCRETE WALK, AS PER PLAN	7" NON-REINFORCED CONCRETE PAVEMENT, QC1		CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	MANHOLE ADJUSTED TO GRADE, AS PER PLAN
	SQ YD	SQ FT	CU YD	FT	CU YD	SQ FT	SQ YD		EACH	EACH
R-6		167								
R-7	29									
R-8	15									
R-9	27									
R-10	13									
DR-4			3		3		29			
DR-5			2		2		22			
DR-6			3		3		29			
DR-7			1		1		13			
W-3			2		2	167				
W-4			16		7	580				
ST-15										1
ST-16									1	1
ST-17									1	
ST-18									1	
TOTALS CARRIED TO GENERAL SUMMARY	84	167	27	0	18	747	93		2	2



NOTE:
SOUTH WALK AND STREETSCAPE ITEMS ARE
QUANTIFIED IN STREETSCAPE PLANS



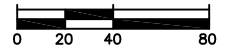
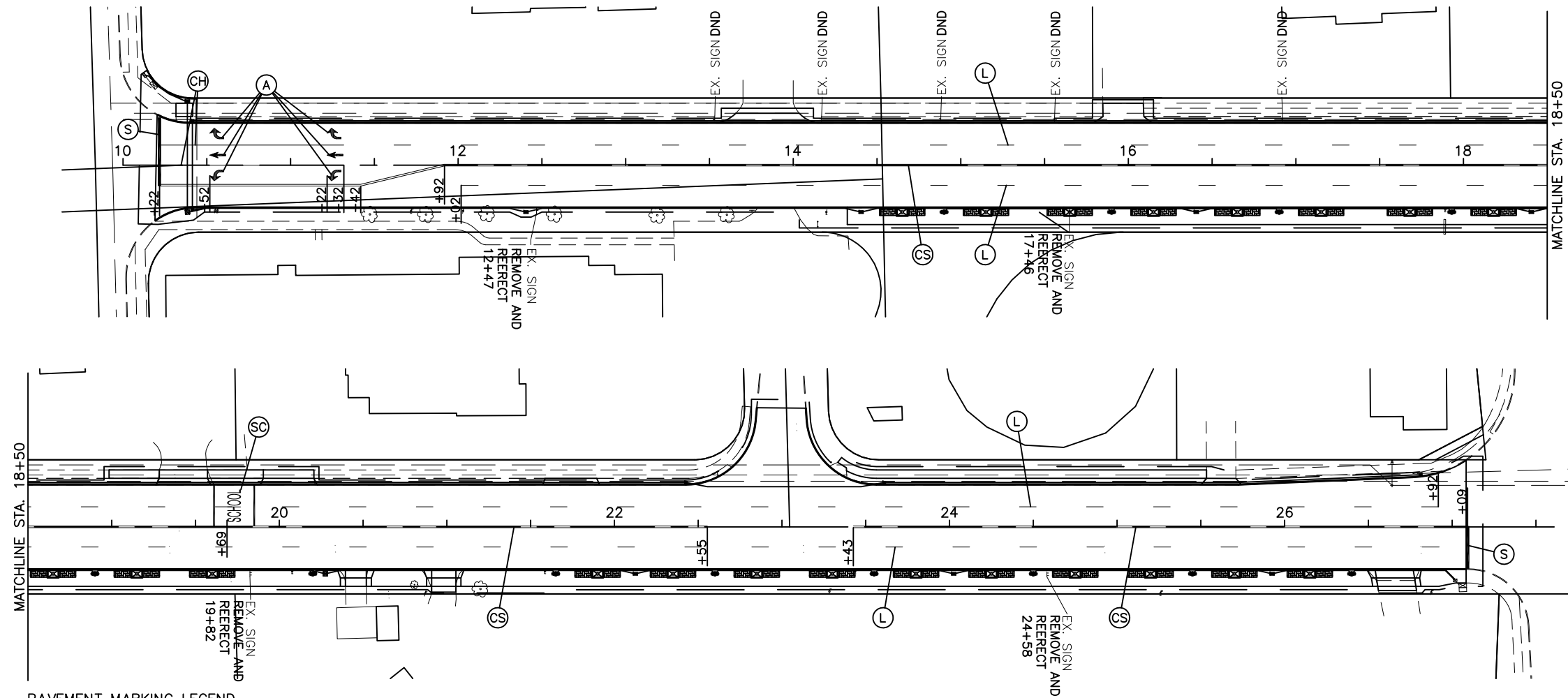
				204	301	304	407	407	441	424	202	202	605	609	638	
		DISTANCE (D)	AVERAGE WIDTH (W)	SURFACE AREA (A) A=DxW	SUBGRADE COMPACTION A 9	ASPH. CONC. BASE (6") 6xA 12*27	AGGREGATE BASE (6") 6xA 12*27	TACK COAT (0.10 GAL/SY) 0.10xA 9	TACK COAT FOR INTERM. COURSE (0.10 GAL/SY) 0.10xA 9	ASPH. CONC. INTERM. COURSE (2 1/4") 2.25xA 12*27	FINE GRADED POLYMER A.C., TYPE A (1/2") 0.75xA 12*27	PAVEMENT REMOVED	CURB REMOVED	4" BASE PIPE UNDERDRAINS WITH FABRIC	CURB TYPE 6, AS PER PLAN	SEEDING AND MULCHING
		FT	FT	SQ FT	SQ YD	CU YD	CU YD	GAL	GAL	CU YD	CU YD	SQ YD	FT	FT	FT	SQ YD
24+50	TO 25+72.43	122.43	50	6122	680	113	113	68	68	43	14	680	245	245	245	27
25+72.43	TO 26+76.28	103.85	52.5	5452	606	101	101	61	61	38	13	606	208	208	208	23
26+76.28	TO 27+08.33	32.05	59.8	1917	213	36	36	21	21	13	4	213	66	66	66	7
TOTALS CARRIED TO GENERAL SUMMARY					1499	250	250	150	150	94	31	1499	519	519	519	57

REFERENCE	202	202	203	252	304	608	452		611	611
	PAVEMENT REMOVED	WALK REMOVED	EXCAVATION	FULL DEPTH PAVEMENT SAWING	AGGREGATE BASE	5" CONCRETE WALK, AS PER PLAN	7" NON-REINFORCED CONCRETE PAVEMENT, QC1		CATCH BASIN RECONSTRUCTED TO GRADE, AS PER PLAN	MANHOLE ADJUSTED TO GRADE, AS PER PLAN
	SQ YD	SQ FT	CU YD	FT	CU YD	SQ FT	SQ YD		EACH	EACH
R-11	8									
R-12	35									
DR-8			1		1		8			
DR-9			4		4		39			
W-5			6		6	517				
P-2				65						
ST-19									1	1
ST-20									1	1
ST-21										
ST-22										
TOTALS CARRIED TO GENERAL SUMMARY	43	0	11	65	11	517	47		2	2

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)488-3381

PLAN
13TH STREET NW RECONSTRUCTION

DATE: 3/22/19	REVISIONS	DESCRIPTION	DATE	BY
H. SCALE:				
V. SCALE:				
SHEET 13 OF 16				
DRAWN BY: NJL				
APPROVED BY:				
FIELD BOOK:				
FILE NAME: 13th St Plan 4				



PAVEMENT MARKING LEGEND

- (CS) CENTER LINE, DOUBLE, SOLID
- (L) LANE LINE
- (CH) CHANNELIZING LINE
- (S) STOP LINE
- (CW) CROSSWALK LINE
- (TW) TRANSVERSE LINE, (WHITE), 12' C/C
- (RR) RAILROAD SYMBOL MARKING
- (SC) SCHOOL SYMBOL MARKING, 72 INCH
- (A) LANE ARROW

CENTER LINE			
FROM	TO	TOTAL MILES	COMMENTS
10+22	27+09	0.32	
TOTAL CARRIED TO GENERAL SUMMARY		0.32	
LANE LINE			
FROM	TO	TOTAL MILES	COMMENTS
10+22	27+09	0.32	WESTBOUND
12+02	27+09	0.29	EASTBOUND
TOTAL CARRIED TO GENERAL SUMMARY		0.61	

LOCATION	CHANNEL LINE FT	STOP LINE FT	TRANSVERSE DIAGONAL LINES		CROSS WALK LINES FT	LANE ARROWS				SYMBOL MARKINGS		COMMENTS
			WHITE FT	YELLOW FT		LEFT EACH	THRU EACH	RIGHT EACH	COMBIN. EACH	RXR EACH	SCHOOL 72" EACH	
			10+22			41						
10+22 TO 11+32	220											
10+52						1	1	1				
11+22						1	1	1				
19+69											1	
27+09		25										
TOTALS CARRIED TO GENERAL SUMMARY	220	66	0	0	0	2	2	2	0	0	1	

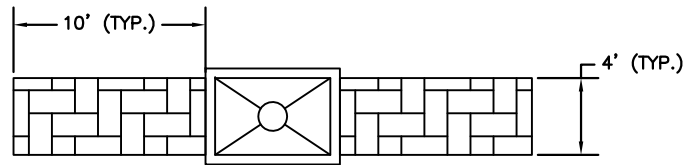
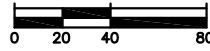
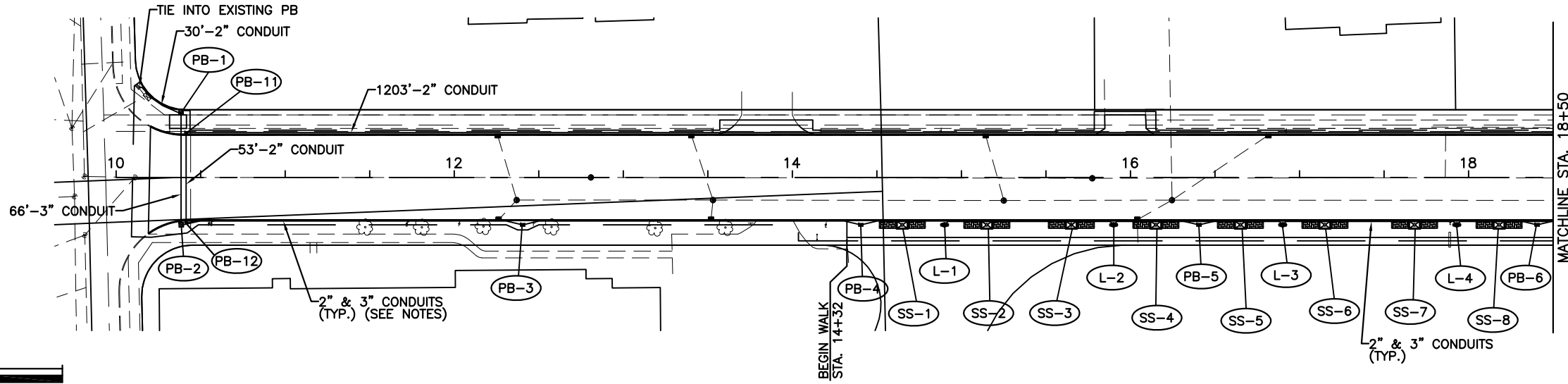
SIGN SUBSUMMARY	
LOCATION	EACH
	630
REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	
12+47	1
17+46	1
19+82	1
24+58	1
TOTALS CARRIED TO GENERAL SUMMARY	4

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)488-3381

SIGNING AND PAVEMENT MARKINGS
13TH STREET NW RECONSTRUCTION

DATE	DESCRIPTION	REVISIONS	BY
3/26/19			

DRAWN BY: NJL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St Traf Con 1
SHEET 14 OF 16



BRICK BOX AND TREE GRATE DETAIL

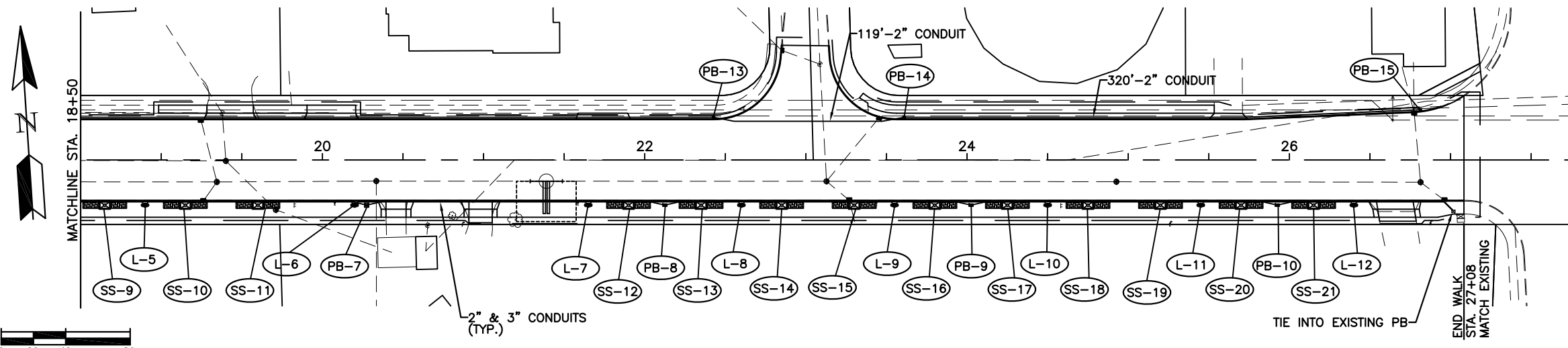
NOTE: SEE CITY OF CANTON STANDARD DRAWINGS 40-43 FOR ADDITIONAL DETAILS

TRAFFIC SIGNAL SUBSUMMARY					
REF.	LOCATION		625	625	625
	FROM	TO	CONDUIT, 3", 725.051	PULL BOX, MISC.: 725.06, 17" x 30"	PULL BOX, MISC.: 725.06, 36" x 36"
	FT	EACH	EACH		
	10+13	10+38	30		
PB-1	10+38			1	
	10+38 LT	10+38 RT	66		
PB-2	10+38				1
	10+38	12+40	202		
PB-3	12+40			1	
	12+40	14+40	200		
PB-4	14+40			1	
	14+40	16+40	200		
PB-5	16+40			1	
	16+40	18+40	200		
PB-6	18+40			1	
	18+40	18+50	10		
TOTALS CARRIED TO GENERAL SUMMARY			908	5	1

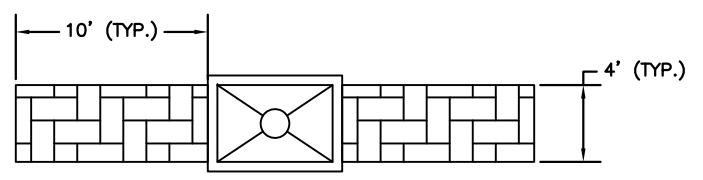
LIGHTING SUBSUMMARY						
REF.	LOCATION		625	625	625	625
	FROM	TO	CONDUIT, 2", 725.051	PULL BOX, MISC.: 725.06, 13" x 24"	LIGHT POLE FOUNDATION, AS PER PLAN	GROUND ROD, AS PER PLAN
	FT	EACH	EACH	EACH	EACH	
PB-11	10+41			1		
	10+41	18+50	809			
	10+41 LT	10+41 RT	53			
PB-12	10+41			1		
	10+41	14+90	200			
L-1	14+90				1	1
	14+90	15+90	100			
L-2	15+90				1	1
	15+90	16+90	100			
L-3	16+90				1	1
	16+90	17+93	103			
L-4	17+93				1	1
	17+93	18+50	57			
TOTALS CARRIED TO GENERAL SUMMARY			1422	2	4	4

SIDEWALK AND STREETScape SUBSUMMARY													
REF.	LOCATION	LENGTH	WIDTH	AREA	203	204	304	638	608	608	SPEC	SPEC	
					EXCAVATION	SUBGRADE COMPACTION	AGGREGATE BASE	SEEDING AND MULCHING	5" CONCRETE WALK, AS PER PLAN	WALKWAY, MISC.: CONCRETE BASE	BRICK WALKWAY PAVERS	TREE FRAME AND GRATE	
	FROM	TO	FT	FT	SQ FT	CU YD	SQ YD	CU YD	SQ YD	SQ FT	SQ FT	SQ FT	EACH
	14+32	14+51.5	19.5	10	195	5.4	21.7	2.4	4.3	195			
	14+51.5	14+78.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	14+78.5	15+01.5	23	10	230	6.4	25.6	2.8	5.1	230			
	15+01.5	15+28.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	15+28.5	15+51.5	23	10	230	6.4	25.6	2.8	5.1	230			
	15+51.5	15+78.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	15+78.5	16+01.5	23	10	230	6.4	25.6	2.8	5.1	230			
	16+01.5	16+28.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	16+28.5	16+51.5	23	10	230	6.4	25.6	2.8	5.1	230			
	16+51.5	16+78.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	16+78.5	17+01.5	23	10	230	6.4	25.6	2.8	5.1	230			
	17+01.5	17+28.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	17+28.5	17+54.5	26	10	260	7.2	28.9	3.2	5.8	260			
	17+54.5	17+81.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	17+81.5	18+04.5	23	10	230	6.4	25.6	2.8	5.1	230			
	18+04.5	18+31.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	18+31.5	18+50	19.5	10	195	5.4	21.7	2.4	4.3	195			
SS-1	14+65					2.8	10	1.1			90	90	1
SS-2	15+15					2.8	10	1.1			90	90	1
SS-3	15+65					2.8	10	1.1			90	90	1
SS-4	16+15					2.8	10	1.1			90	90	1
SS-5	16+65					2.8	10	1.1			90	90	1
SS-6	17+15					2.8	10	1.1			90	90	1
SS-7	17+68					2.8	10	1.1			90	90	1
SS-8	18+18					2.8	10	1.1			90	90	1
TOTALS CARRIED TO GENERAL SUMMARY						112	438	48	93	3218	720	720	8

- NOTES:
- LONGITUDINAL CONDUITS SHALL BE PLACED DIRECTLY BEHIND THE CURB AND HAVE 12" MINIMUM OF COVER.
 - 2" LIGHTING CONDUIT ON NORTH SIDE OF 13TH ST. SHALL BE CONTINUOUS BETWEEN PULL BOXES AND IS FOR FUTURE USE.
 - 2" LIGHTING CONDUIT ON SOUTH SIDE OF 13TH ST. SHALL RUN BETWEEN LIGHT POLE FOUNDATIONS WITH THE EXCEPTION OF THE CONDUIT WEST OF L-1. THIS CONDUIT SHALL BE CONTINUOUS BETWEEN L-1 AND PB-12 FOR FUTURE USE.
 - 3" INTERCONNECT CONDUIT SHALL RUN BETWEEN PULL BOXES. ALL SWEEPS SHALL BE GRADUAL (157.5' MAX. BEND).



- NOTES:**
1. LONGITUDINAL CONDUITS SHALL BE PLACED DIRECTLY BEHIND THE CURB AND HAVE 12" MINIMUM OF COVER.
 2. 2" LIGHTING CONDUIT ON NORTH SIDE OF 13TH ST. SHALL BE CONTINUOUS BETWEEN PULL BOXES AND IS FOR FUTURE USE.
 3. 2" LIGHTING CONDUIT ON SOUTH SIDE OF 13TH ST. SHALL RUN BETWEEN LIGHT POLE FOUNDATIONS WITH THE EXCEPTION OF THE CONDUIT WEST OF L-1. THIS CONDUIT SHALL BE CONTINUOUS BETWEEN L-1 AND PB-12 FOR FUTURE USE.
 4. 3" INTERCONNECT CONDUIT SHALL RUN BETWEEN PULL BOXES. ALL SWEEPS SHALL BE GRADUAL (157.5' MAX. BEND).



BRICK BOX AND TREE GRATE DETAIL
NOTE: SEE CITY OF CANTON STANDARD DRAWINGS 40-43 FOR ADDITIONAL DETAILS

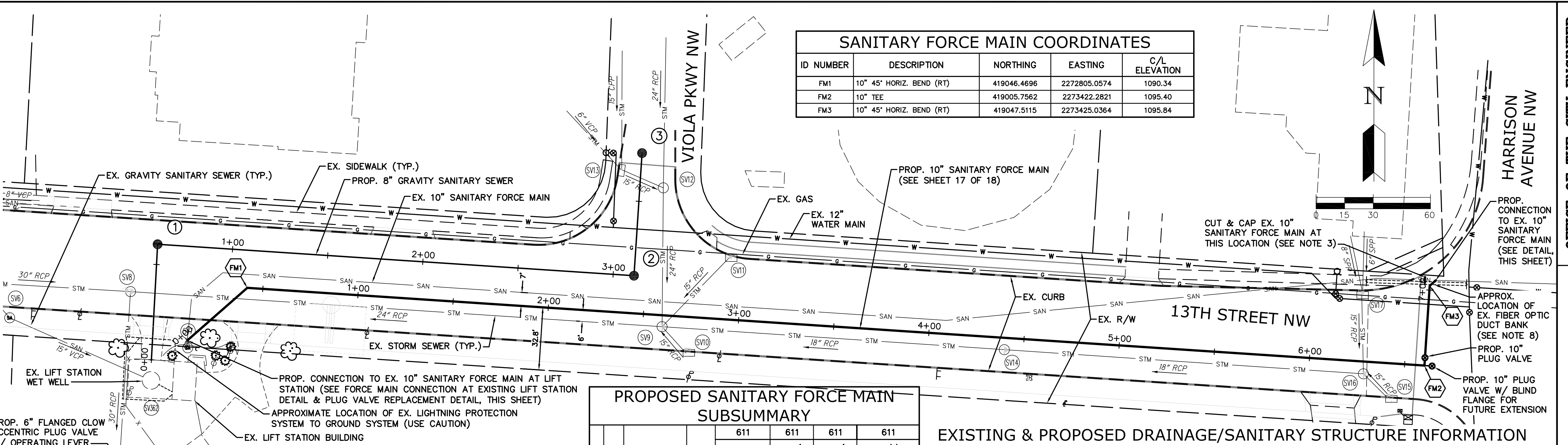
TRAFFIC SIGNAL SUBSUMMARY					
REF.	LOCATION	625		625	
		CONDUIT, 3", 725.051	PULL BOX, MISC.: 725.06, 17" x 30"	PULL BOX, MISC.: 725.06, 36" x 36"	
		FROM	TO	FT	EACH
PB-7	20+27	18+50	20+27	177	
		20+27	22+12	185	1
PB-8	22+12	22+12	24+02	190	1
PB-9	24+02	24+02	25+92	190	1
PB-10	25+92	25+92	27+02	110	1
TOTALS CARRIED TO GENERAL SUMMARY				852	3

LIGHTING SUBSUMMARY							
REF.	LOCATION	625		625		625	
		CONDUIT, 2", 725.051	PULL BOX, MISC.: 725.06, 13" x 24"	LIGHT POLE FOUNDATION, AS PER PLAN	GROUND ROD, AS PER PLAN		
		FROM	TO	FT	EACH	EACH	EACH
PB-13	22+42	18+50	22+42	402			
		22+42	23+61	119	1		
PB-14	23+61	23+61	26+81	320	1		
PB-15	26+81	18+50	18+90	40			
L-5	18+90	18+90	20+20	130		1	1
L-6	20+20	20+20	21+65	145		1	1
L-7	21+65	21+65	22+60	95		1	1
L-8	22+60	22+60	23+55	95		1	1
L-9	23+55	23+55	24+50	95		1	1
L-10	24+50	24+50	25+45	95		1	1
L-11	25+45	25+45	26+40	95		1	1
L-12	26+40	26+40	27+02	62		1	1
TOTALS CARRIED TO GENERAL SUMMARY				1693	3	8	8

SIDEWALK AND STREETScape SUBSUMMARY													
REF.	LOCATION	LENGTH	WIDTH	AREA	203	204	304	638	608	608	SPEC	SPEC	
					EXCAVATION	SUBGRADE COMPACTION	AGGREGATE BASE	SEEDING AND MULCHING	5" CONCRETE WALK, AS PER PLAN	WALKWAY, MISC.: CONCRETE BASE	BRICK WALKWAY PAVERS	TREE FRAME AND GRATE	
					CU YD	SQ YD	CU YD	SQ YD	SQ FT	SQ FT	SQ FT	EACH	
	18+50	18+51.5	1.5	10	15	0.4	1.7	0.2	0.3	15			
	18+51.5	18+78.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	18+78.5	19+01.5	23	10	230	6.4	25.6	2.8	5.1	230			
	19+01.5	19+28.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	19+28.5	19+46.5	18	10	180	5	20	2.2	4	180			
	19+46.5	19+73.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	19+73.5	21+76.5	203	10	2030	56.4	225.6	25.1	45.1	2030			
	21+76.5	22+03.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	22+03.5	22+21.5	18	10	180	5	20	2.2	4	180			
	22+21.5	22+48.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	22+48.5	22+71.5	23	10	230	6.4	25.6	2.8	5.1	230			
	22+71.5	22+98.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	22+98.5	23+16.5	18	10	180	5	20	2.2	4	180			
	23+16.5	23+43.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	23+43.5	23+66.5	23	10	230	6.4	25.6	2.8	5.1	230			
	23+66.5	23+93.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	23+93.5	24+11.5	18	10	180	5	20	2.2	4	180			
	24+11.5	24+38.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	24+38.5	24+61.5	23	10	230	6.4	25.6	2.8	5.1	230			
	24+61.5	24+88.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	24+88.5	25+06.5	18	10	180	5	20	2.2	4	180			
	25+06.5	25+33.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	25+33.5	25+56.5	23	10	230	6.4	25.6	2.8	5.1	230			
	25+56.5	25+83.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	25+83.5	26+01.5	18	10	180	5	20	2.2	4	180			
	26+01.5	26+28.5	27	5.5	148.5	4.1	16.5	1.8	6	148.5			
	26+28.5	27+02	73.5	10	735	20.4	81.7	9.1	16.3	735			
SS-9	18+65				2.8	10	1.1			90	90	1	
SS-10	19+15				2.8	10	1.1			90	90	1	
SS-11	19+60				2.8	10	1.1			90	90	1	
SS-12	21+90				2.8	10	1.1			90	90	1	
SS-13	22+35				2.8	10	1.1			90	90	1	
SS-14	22+85				2.8	10	1.1			90	90	1	
SS-15	23+30				2.8	10	1.1			90	90	1	
SS-16	23+80				2.8	10	1.1			90	90	1	
SS-17	24+25				2.8	10	1.1			90	90	1	
SS-18	24+75				2.8	10	1.1			90	90	1	
SS-19	25+20				2.8	10	1.1			90	90	1	
SS-20	25+70				2.8	10	1.1			90	90	1	
SS-21	26+15				2.8	10	1.1			90	90	1	
TOTALS CARRIED TO GENERAL SUMMARY						230	902	98	189	6941	1170	1170	13

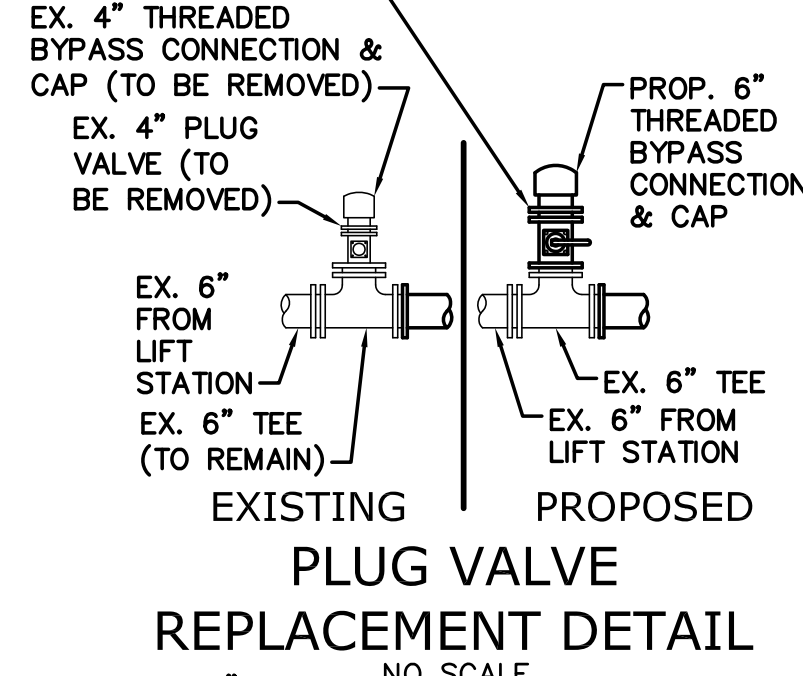
NOTES:

- CONTRACTOR SHALL PROVIDE TEMPORARY BYPASS PUMPING FOR THE EXISTING LIFT STATION DURING THE CONSTRUCTION OF THE PROPOSED FORCE MAIN. THE FLOW RATE TO THE EXISTING LIFT STATION IS A MAXIMUM OF 1400 GPM. THE BYPASS PIPING SHALL BE DIRECTED TO A MANHOLE LOCATED AT THE INTERSECTION OF LAKE ROAD BOULEVARD NW & COLUMBUS AVENUE NW (APPROXIMATELY 600' SOUTH OF EXISTING LIFT STATION) UNLESS OTHERWISE DIRECTED BY THE CITY OF CANTON. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE REQUIRED TRAFFIC CONTROL DURING THE TEMPORARY BYPASS PUMPING. CONTRACTOR SHALL SUBMIT A BYPASS PUMPING PLAN TO THE CITY OF CANTON FOR APPROVAL BY THE CITY ENGINEER PRIOR TO BYPASS PUMP MOBILIZATION. CONTRACTOR SHALL ALSO SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF CANTON FOR APPROVAL BY THE CANTON TRAFFIC ENGINEER OR CITY ENGINEER PRIOR TO BYPASS PUMPING MOBILIZATION.
- CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING 12" WATER MAIN. IF A CONFLICT BETWEEN THE EXISTING 12" WATER MAIN & THE PROPOSED FORCE MAIN IS DISCOVERED, THE CONTRACTOR SHALL DEFLECT THE PROPOSED FORCE MAIN UNDER THE EXISTING 12" WATER MAIN MAINTAINING 18" OF VERTICAL SEPARATION.
- AFTER THE PROPOSED FORCE MAIN IS IN SERVICE, THE EXISTING FORCE MAIN SHALL BE CUT, CAPPED, FILLED WITH LOW STRENGTH MORTAR TYPE 1 AS PER O.D.O.T. 613.03 & ABANDONED IN PLACE, AS SHOWN.
- FORCE MAIN SHALL BE AWWA C151 DUCTILE IRON PIPE WITH CEMENT-LINING PER AWWA C104.
- FITTINGS SHALL USE RESTRAINED MECHANICAL JOINTS, MEGALUG OR APPROVED EQUAL.
- CONTRACTOR SHALL LOCATE THE EXACT LOCATION & ELEVATION OF THE EXISTING 10" FORCE MAIN PRIOR TO THE PROPOSED 10" FORCE MAIN BEING TIED-IN.
- CONTRACTOR SHALL CAREFULLY REMOVE THE EXISTING TOP FOR THE BRICK WALLED MANHOLE OVER THE EXISTING 4" PLUG VALVE TO BE REPLACED. THE TOP SHALL BE SET ASIDE THEN RE-INSTALLED ONCE CONSTRUCTION IS COMPLETED. ALL LABOR, MATERIAL, EQUIPMENT, BRICK WORK AND INCIDENTAL ITEMS NECESSARY TO REMOVE AND RE-INSTALL THE TOP OF THE MANHOLE SHALL BE INCIDENTAL TO ITEM 611 - CONDUIT, MISC.: 6" FLANGED CLOW ECCENTRIC PLUG VALVE.
- CONTRACTOR SHALL USE EXTREME CAUTION TO AVOID THE EXISTING DUCT BANK LOCATED NEAR THE PROPOSED FORCE MAIN TIE-IN TO THE EXISTING FORCE MAIN.



SANITARY FORCE MAIN COORDINATES				
ID NUMBER	DESCRIPTION	NORTHING	EASTING	C/L ELEVATION
FM1	10" 45° HORIZ. BEND (RT)	419046.4696	2272805.0574	1090.34
FM2	10" TEE	419005.7562	2273422.2821	1095.40
FM3	10" 45° HORIZ. BEND (RT)	419047.5115	2273425.0364	1095.84

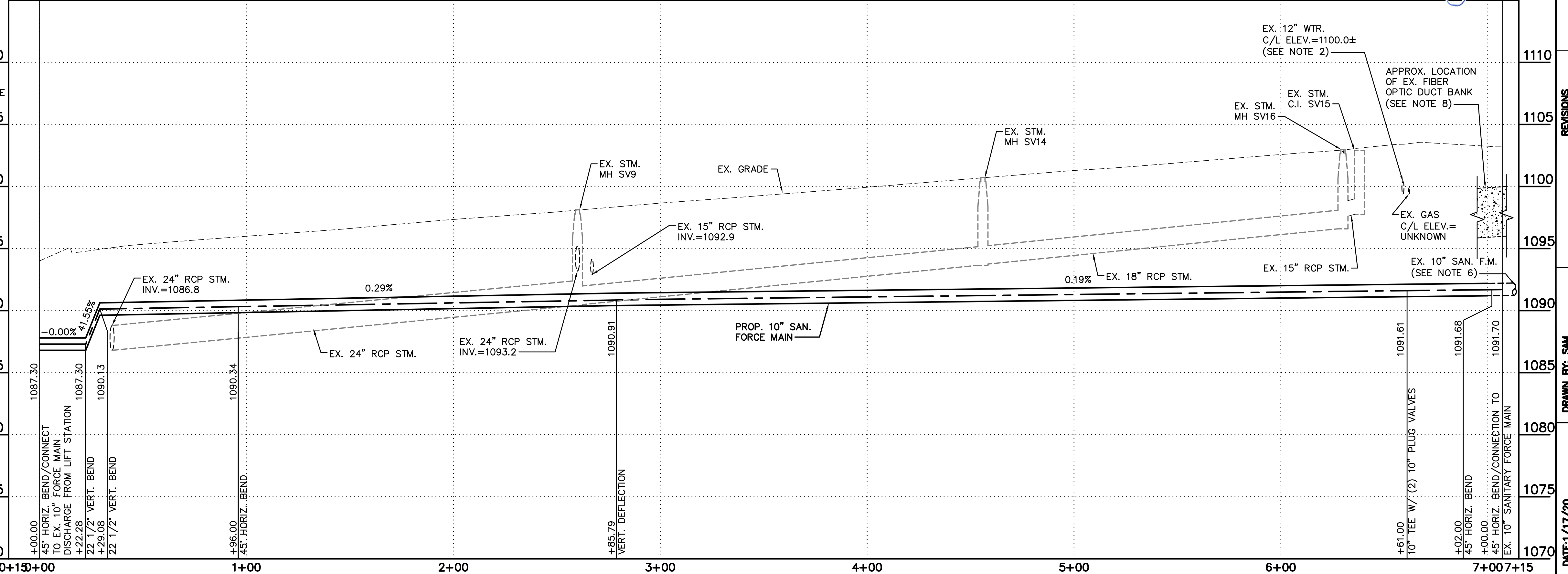
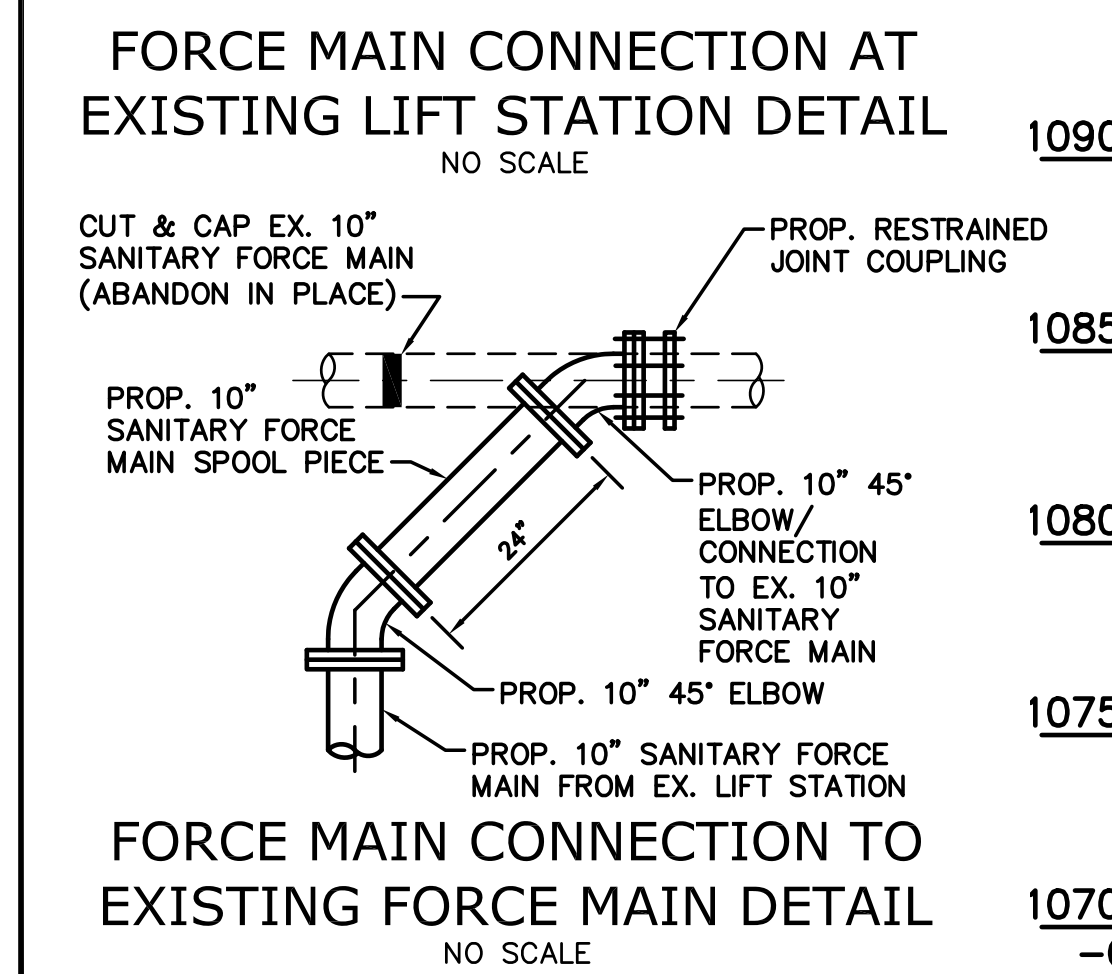
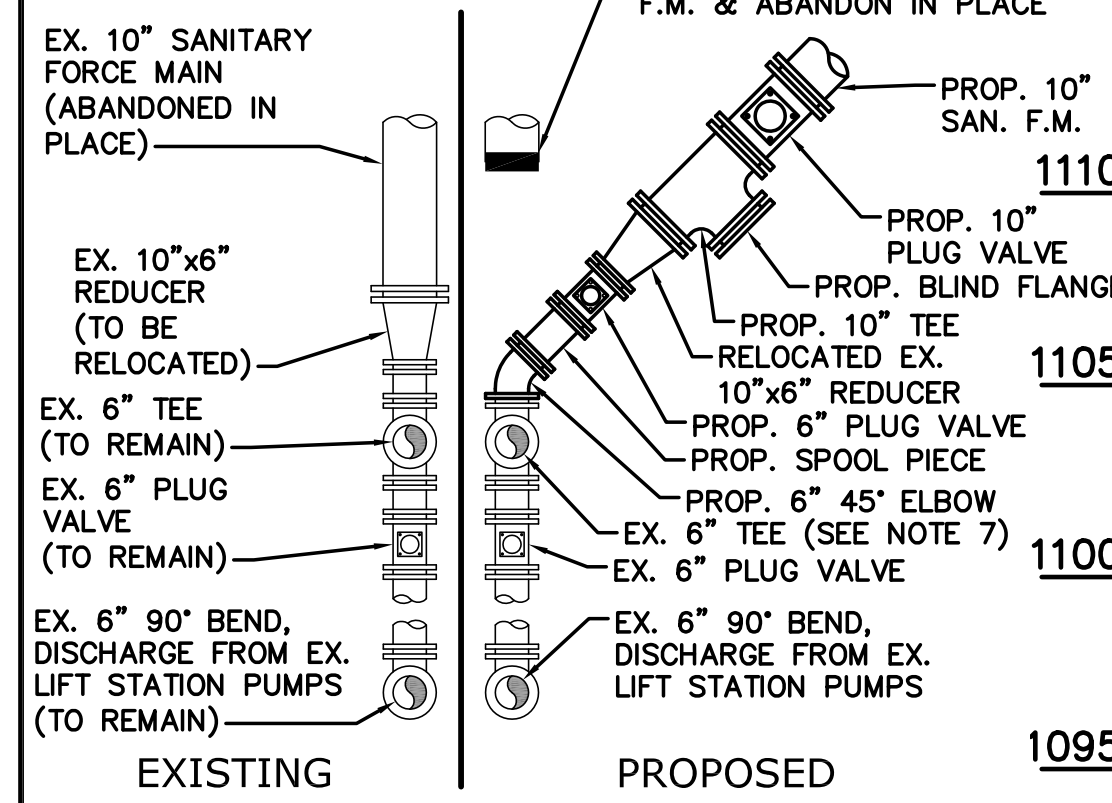
- CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING 12" WATER MAIN. IF A CONFLICT BETWEEN THE EXISTING 12" WATER MAIN & THE PROPOSED FORCE MAIN IS DISCOVERED, THE CONTRACTOR SHALL DEFLECT THE PROPOSED FORCE MAIN UNDER THE EXISTING 12" WATER MAIN MAINTAINING 18" OF VERTICAL SEPARATION.
- AFTER THE PROPOSED FORCE MAIN IS IN SERVICE, THE EXISTING FORCE MAIN SHALL BE CUT, CAPPED, FILLED WITH LOW STRENGTH MORTAR TYPE 1 AS PER O.D.O.T. 613.03 & ABANDONED IN PLACE, AS SHOWN.
- FORCE MAIN SHALL BE AWWA C151 DUCTILE IRON PIPE WITH CEMENT-LINING PER AWWA C104.
- FITTINGS SHALL USE RESTRAINED MECHANICAL JOINTS, MEGALUG OR APPROVED EQUAL.
- CONTRACTOR SHALL LOCATE THE EXACT LOCATION & ELEVATION OF THE EXISTING 10" FORCE MAIN PRIOR TO THE PROPOSED 10" FORCE MAIN BEING TIED-IN.
- CONTRACTOR SHALL CAREFULLY REMOVE THE EXISTING TOP FOR THE BRICK WALLED MANHOLE OVER THE EXISTING 4" PLUG VALVE TO BE REPLACED. THE TOP SHALL BE SET ASIDE THEN RE-INSTALLED ONCE CONSTRUCTION IS COMPLETED. ALL LABOR, MATERIAL, EQUIPMENT, BRICK WORK AND INCIDENTAL ITEMS NECESSARY TO REMOVE AND RE-INSTALL THE TOP OF THE MANHOLE SHALL BE INCIDENTAL TO ITEM 611 - CONDUIT, MISC.: 6" FLANGED CLOW ECCENTRIC PLUG VALVE.
- CONTRACTOR SHALL USE EXTREME CAUTION TO AVOID THE EXISTING DUCT BANK LOCATED NEAR THE PROPOSED FORCE MAIN TIE-IN TO THE EXISTING FORCE MAIN.



- SEQUENCE OF CONSTRUCTION:**
- CONSTRUCT PROPOSED 10" FORCE MAIN.
 - INSTALL BYPASS PIPING.
 - PRESSURE TEST THE PROPOSED FORCE MAIN.
 - CONNECT 45° ELBOW TO EXISTING LIFT STATION DISCHARGE PIPING.
 - CONNECT 45° ELBOW TO EXISTING FORCE MAIN, AS SHOWN.
 - PUT FORCE MAIN INTO SERVICE.
 - CUT, CAP & ABANDONED EXISTING FORCE MAIN IN PLACE.
 - REMOVE TEMPORARY BYPASS PUMPING SYSTEM.

PROPOSED SANITARY FORCE MAIN SUBSUMMARY							
REF. NO.	SHEET NO.	STATION	SIDE	CONDUIT, MISC.: 6" FLANGED CLOW ECCENTRIC PLUG VALVE W/ COMPLETE BYPASS ASSEMBLY INCLUDED			
				611	611	611	611
				CONDUIT, MISC.: 10" FORCE MAIN, CONCRETE LINED DUCTILE IRON PIPE, AWWA C151 (FT)	CONDUIT, MISC.: 10" DEZURIK ECCENTRIC PLUG VALVE W/ H.D. VALVE BOX	CONDUIT, MISC.: 6" DEZURIK ECCENTRIC PLUG VALVE W/ H.D. VALVE BOX	CONDUIT, MISC.: 6" FLANGED CLOW ECCENTRIC PLUG VALVE W/ COMPLETE BYPASS ASSEMBLY INCLUDED
				FT	EACH	EACH	EACH
1	17	0+01	N/A				1
2	17	0+00	7+07	707			
3	17	0+01	N/A			1	
4	17	0+05	N/A		1		
5	17	6+61, 4' RT.	N/A		1		
6	17	6+66	N/A		1		
TOTALS CARRIED TO GENERAL SUMMARY				707	3	1	1

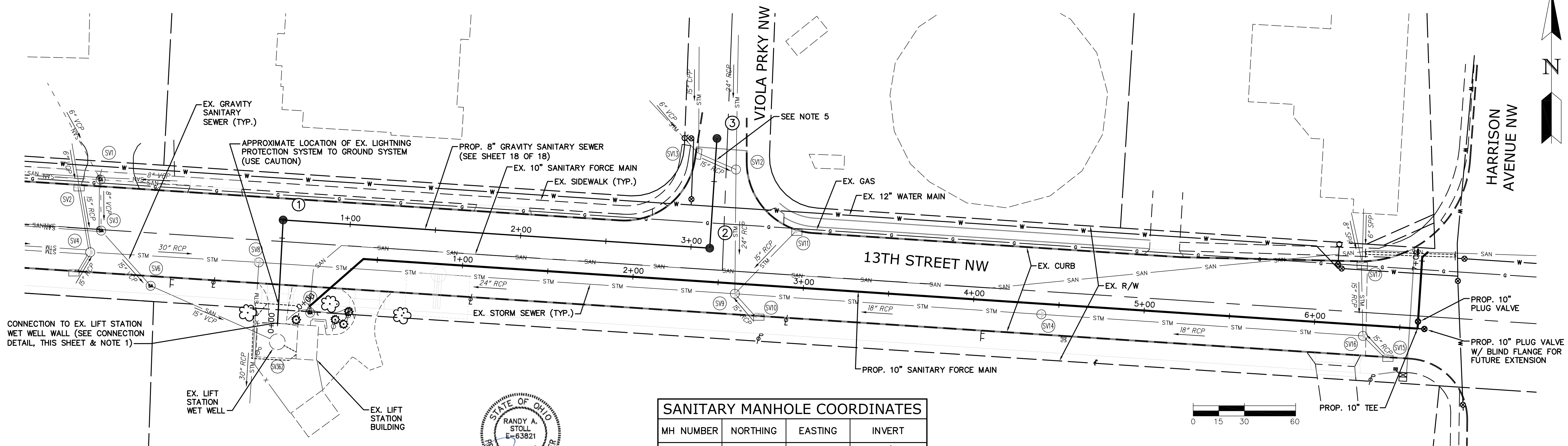
EXISTING & PROPOSED DRAINAGE/SANITARY STRUCTURE INFORMATION			
SV2 EX. STM C; RIM ELEV=1093.48 EX. 6" VCP NW=1090.48 EX. 15" RCP SE=1089.13	SV10 EX. STM C; RIM ELEV=1097.91 EX. 15" RCP NW=1093.31	SV15 EX. STM C; RIM ELEV=1102.93 EX. 15" RCP NW=1098.58	1 PROP. SAN MH; RIM ELEV=1094.60 PROP. 8" PVC S=1084.00 PROP. 8" PVC E=1085.90
SV4 EX. STM MH; RIM ELEV=1093.81 EX. 15" RCP SW=1088.61 EX. 15" RCP NW=1088.41 EX. 30" RCP E=1087.31 EX. 30" RCP W=1087.31	SV11 EX. STM C; RIM ELEV=1098.20 EX. 15" RCP SW=1093.60	SV16 EX. STM MH; RIM ELEV=1102.99 EX. 18" RCP W=1096.59 EX. 15" RCP N=1097.19 EX. 15" RCP SE=1097.19	2 PROP. SAN MH; RIM ELEV=1097.20 PROP. 8" PVC W=1088.23 PROP. 8" PVC N=1088.33
SV8 EX. STM MH; RIM ELEV=1094.42 EX. 30" RCP S=1085.92 EX. 30" RCP W=1086.42 EX. 24" RCP E=1086.02	SV12 EX. STM MH; RIM ELEV=1099.98 EX. 15" RCP NW=1094.53 EX. 24" RCP S=1093.88 EX. 24" RCP N=1093.98	SV17 EX. STM C; RIM ELEV=1102.46 EX. 15" RCP S=1099.66 EX. 8" SPP N=1101.46 EX. 6" SPP N=1101.36	3 PROP. SAN MH; RIM ELEV=1101.00 PROP. 8" PVC S=1088.59
SV9 EX. STM MH; RIM ELEV=1098.07 EX. 24" RCP N=1093.17 EX. 24" RCP W=1090.92 EX. 15" RCP NE=1092.87 EX. 18" RCP =1091.02 EX. 15" RCP SE=1092.57	SV13 EX. STM C; RIM ELEV=1100.33 EX. 15" RCP N=1097.43 EX. 6" VCP NW=1097.83 EX. 15" RCP SE=1094.88	SV6 EX. SAN MH; RIM ELEV=1094.28 EX. 15" VCP NW=1084.08 EX. 15" VCP SE=1083.98	
	SV14 EX. STM MH; RIM ELEV=1100.46 EX. 18" RCP W=1093.66 EX. 18" RCP E=1096.76	SV362 EX. SAN WW; RIM ELEV=1092.48 EX. 15" VCP NW=1082.08	



OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2438 30th STREET N.E. 44705 (330)488-3381

SANITARY FORCE MAIN PLAN
13TH STREET NW RECONSTRUCTION

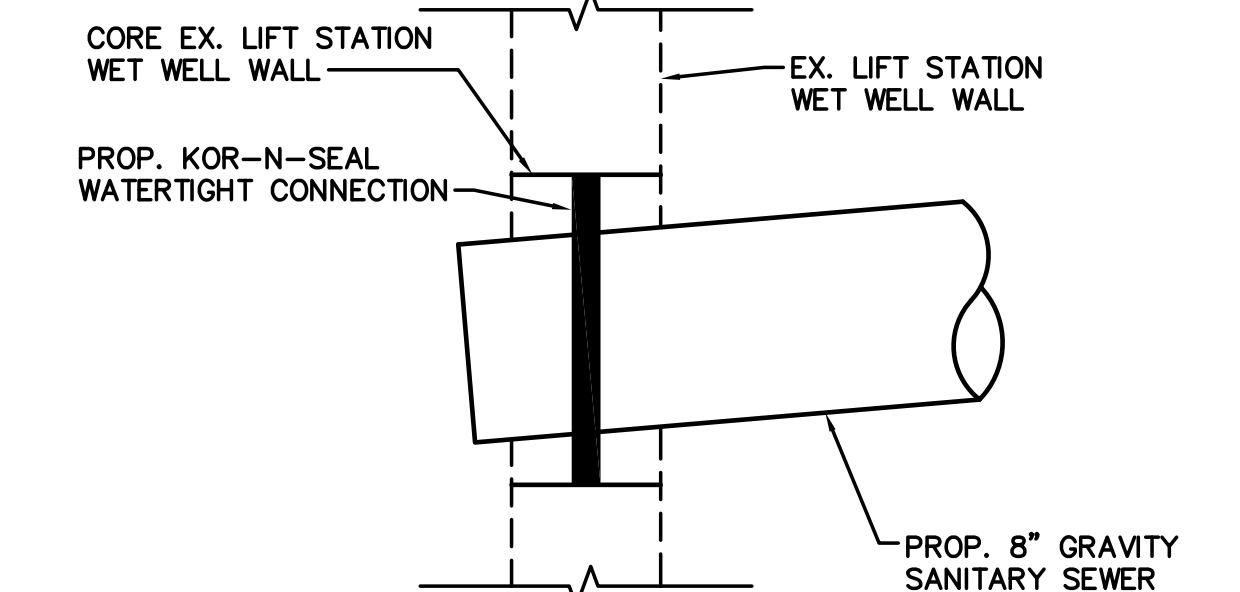
DATE	BY	REVISIONS	DESCRIPTION	DRAWN BY: SAM	APPROVED BY:	FIELD BOOK:	FILE NAME: BE001
DATE: 1/17/20							
H. SCALE: 1" = 30'							
V. SCALE: 1" = 5'							
SHEET 17 OF 18							



CONNECTION TO EX. LIFT STATION WET WELL WALL (SEE CONNECTION DETAIL, THIS SHEET & NOTE 1)

NOTES:

- CONTRACTOR SHALL CORE EXISTING LIFT STATION WET WELL TO ACCEPT PROPOSED GRAVITY SANITARY SEWER & USE KOR-N-SEAL TO ENSURE WATERTIGHT CONNECTION TO WET WELL (SEE CONNECTION DETAIL, THIS SHEET). IT IS ACCEPTABLE TO REMOVE EXISTING WET WELL STEPS IF NECESSARY TO INSTALL PROPOSED GRAVITY SEWER PIPE CONNECTION.
- THE CONTRACTOR SHALL PROVIDE A VIDEO CAMERA INSPECTION OF THE PROPOSED SANITARY GRAVITY SEWER 30 DAYS AFTER INSTALLATION IS COMPLETED. THE SEWER TELEVISION SHALL BE DONE BY AN INDEPENDENT CONTRACTOR WITH AT LEAST 5 YEARS EXPERIENCE. A DIGITAL COPY OF THE VIDEO INSPECTION AND DETAILED REPORT SHALL BE GIVEN TO THE CITY OF CANTON FOR REVIEW AND APPROVAL. PRICE FOR THE VIDEO INSPECTION IS TO BE INCLUDED IN THE BASE BID.
- ALL PROPOSED MANHOLE CASTINGS SHALL BE SHIMMED TO MATCH THE CROSS SLOPE OF THE EXISTING AND PROPOSED ASPHALT ROADWAY SURFACE.
- ALL GRAVITY SANITARY SEWER PIPE SHALL BE PVC SDR 35.
- VOIDS BETWEEN PROPOSED GRAVITY SEWER & EXISTING 15" STORM SEWER SHALL BE FILLED WITH LOW STRENGTH MORTAR PER O.D.O.T. ITEM 613.

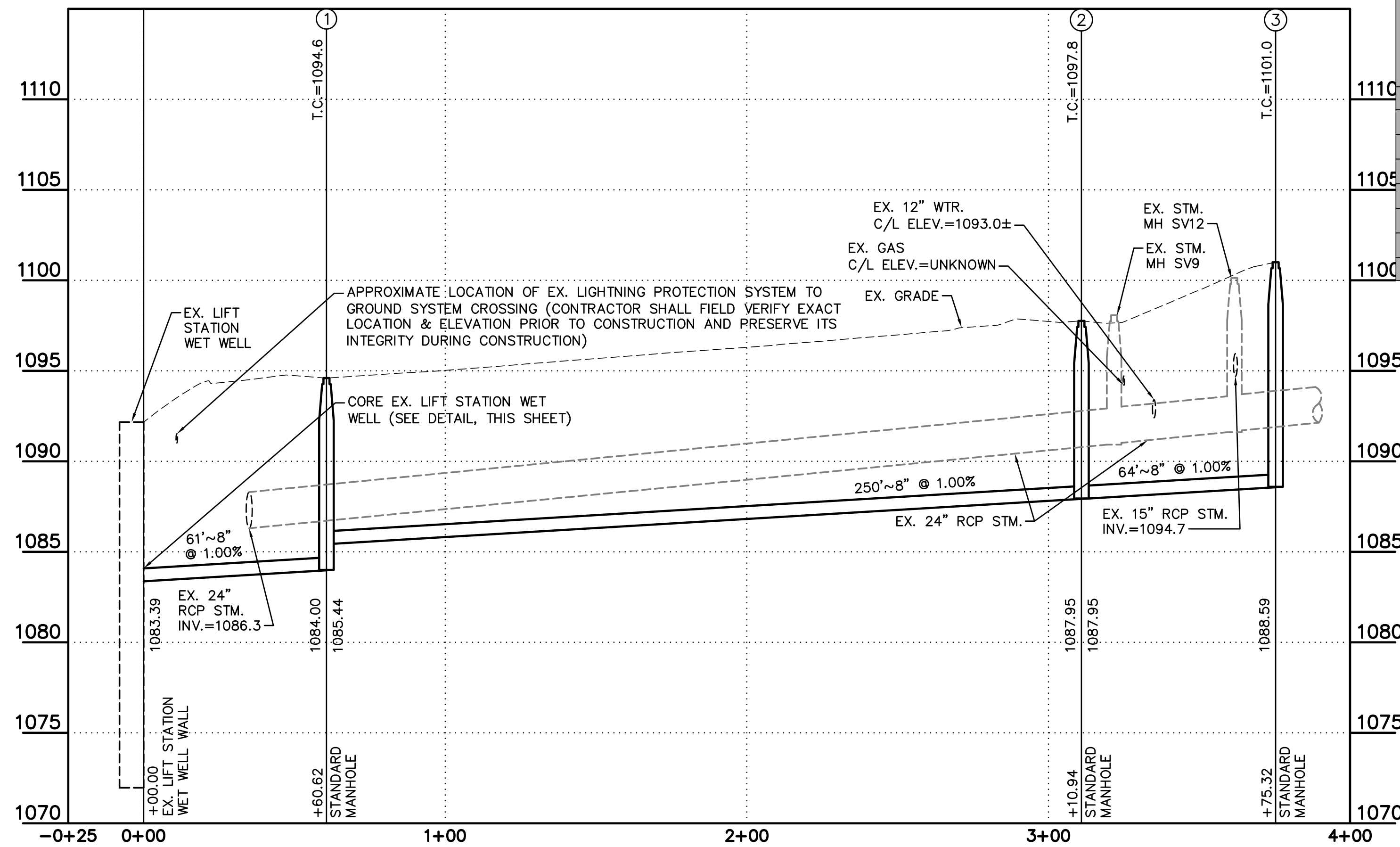


GRAVITY SEWER CONNECTION TO EXISTING LIFT STATION WET WELL DETAIL
 NO SCALE



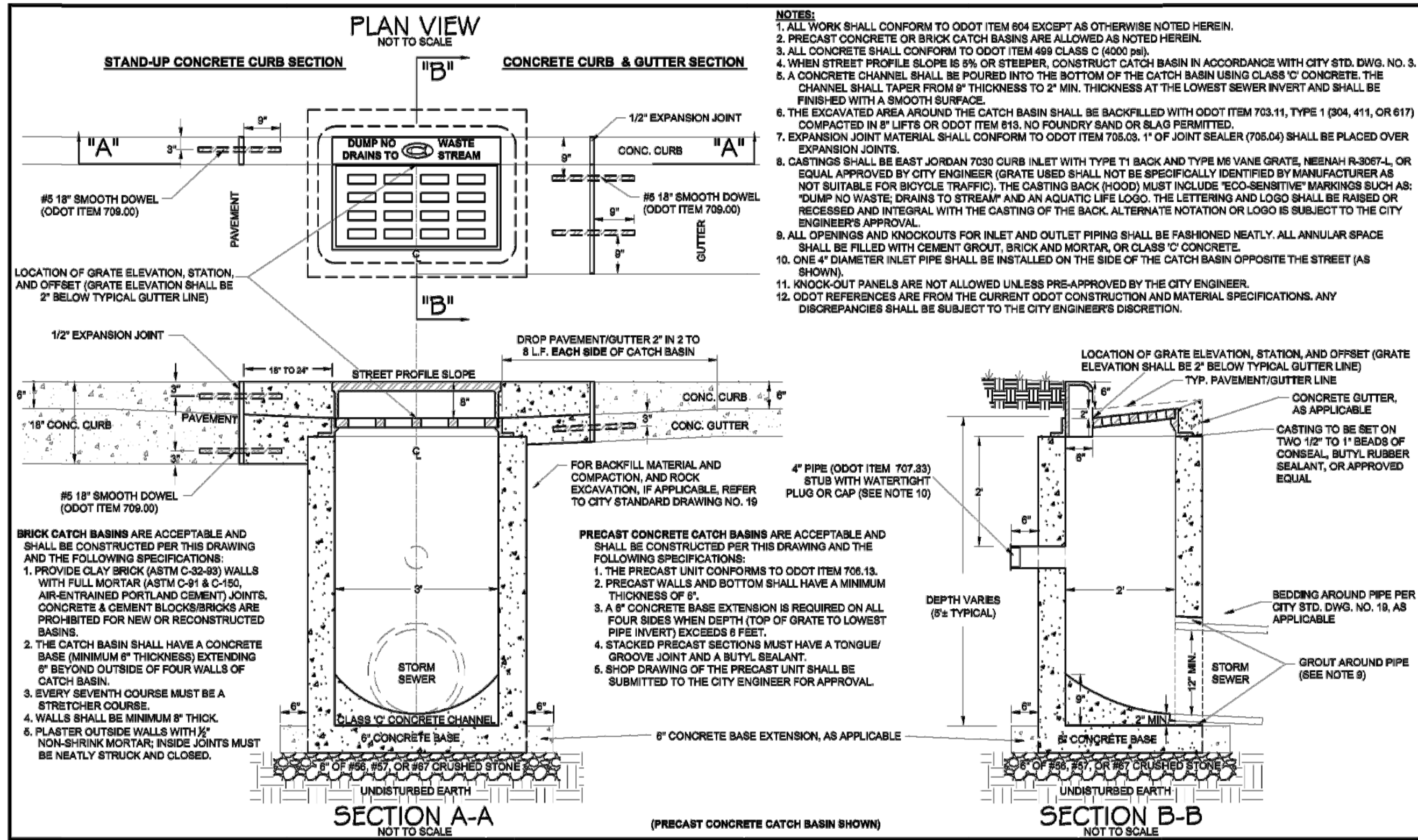
SANITARY MANHOLE COORDINATES			
MH NUMBER	NORTHING	EASTING	INVERT
1	419069.3010	2272758.0361	1084.00/1085.90
2	419052.8251	2273007.8143	1088.23/1088.33
3	419117.0619	2273012.0515	1088.59

PROPOSED SANITARY GRAVITY SEWER SUBSUMMARY									
LINE	REF. NO.	SHEET NO.	STATION		SIDE	CONDUIT, MISC.: 8" CONDUIT, TYPE B, PVC SDR-35 (FT)	MANHOLE, MISC.: CITY OF CANTON SCD NO. 10, PRECAST SANITARY MANHOLE (EACH)	CONDUIT, MISC.: SEWER TELEVISION AND INSPECTION DOCUMENTATION - 8" DIA. (FT)	
			FROM	TO					FT
1									
2									
4									
5									
6	1	18	0+00	0+60.02	N/A	61		61	
7	2	18		0+60.02	N/A		1		
8	3	18	0+60.02	3+10.94	N/A	250		250	
9	4	18		3+10.94	N/A		1		
10	5	18	3+10.94	3+75.32	N/A	64		64	
11	6	18		3+75.32	N/A		1		
12	TOTALS CARRIED TO GENERAL SUMMARY						375	3	375



EXISTING & PROPOSED DRAINAGE/
 SANITARY STRUCTURE INFORMATION

SV2 EX. STM CI; RIM ELEV=1093.48 EX. 6" VCP NW=1090.48 EX. 15" RCP SE=1089.13	SV11 EX. STM CI; RIM ELEV=1098.20 EX. 15" RCP SW=1093.60	SV17 EX. STM CI; RIM ELEV=1102.46 EX. 15" RCP S=1099.66 EX. 8" SPP N=1101.46 EX. 6" SPP N=1101.36
SV4 EX. STM MH; RIM ELEV=1093.81 EX. 15" RCP SW=1088.61 EX. 15" RCP NW=1088.41 EX. 30" RCP E=1087.31 EX. 30" RCP W=1087.31	SV12 EX. STM MH; RIM ELEV=1099.98 EX. 15" RCP NW=1094.53 EX. 24" RCP S=1093.88 EX. 24" RCP N=1093.98	SV8 EX. SAN MH; RIM ELEV=1094.28 EX. 15" VCP NW=1084.08 EX. 15" VCP SE=1083.98
SV8 EX. STM MH; RIM ELEV=1094.42 EX. 30" RCP S=1085.92 EX. 30" RCP W=1086.42 EX. 24" RCP E=1086.02	SV13 EX. STM CI; RIM ELEV=1100.33 EX. 15" CPP N=1097.43 EX. 6" VCP NW=1097.83 EX. 15" RCP SE=1094.88	SV362 EX. SAN WW; RIM ELEV=1092.48 EX. 15" VCP NW=1082.08 PROP. 8" DIP S=1083.39
SV9 EX. STM MH; RIM ELEV=1098.07 EX. 24" RCP N=1093.17 EX. 24" RCP W=1090.92 EX. 15" RCP NE=1092.87 EX. 18" RCP =1091.02 EX. 15" RCP SE=1092.57	SV14 EX. STM MH; RIM ELEV=1100.46 EX. 18" RCP W=1093.66 EX. 18" RCP E=1096.76	1 PROP. SAN MH; RIM ELEV=1094.60 PROP. 8" PVC S=1084.00 PROP. 8" PVC S=1085.90
SV10 EX. STM CI; RIM ELEV=1097.91 EX. 15" RCP NW=1093.31	SV15 EX. STM CI; RIM ELEV=1102.93 EX. 15" RCP NW=1098.58	2 PROP. SAN MH; RIM ELEV=1097.20 PROP. 8" PVC W=1088.23 PROP. 8" PVC S=1088.33
	SV16 EX. STM MH; RIM ELEV=1102.99 EX. 18" RCP W=1096.59 EX. 15" RCP N=1097.19 EX. 15" RCP SE=1097.19	3 PROP. SAN MH; RIM ELEV=1101.00 PROP. 8" PVC S=1088.59

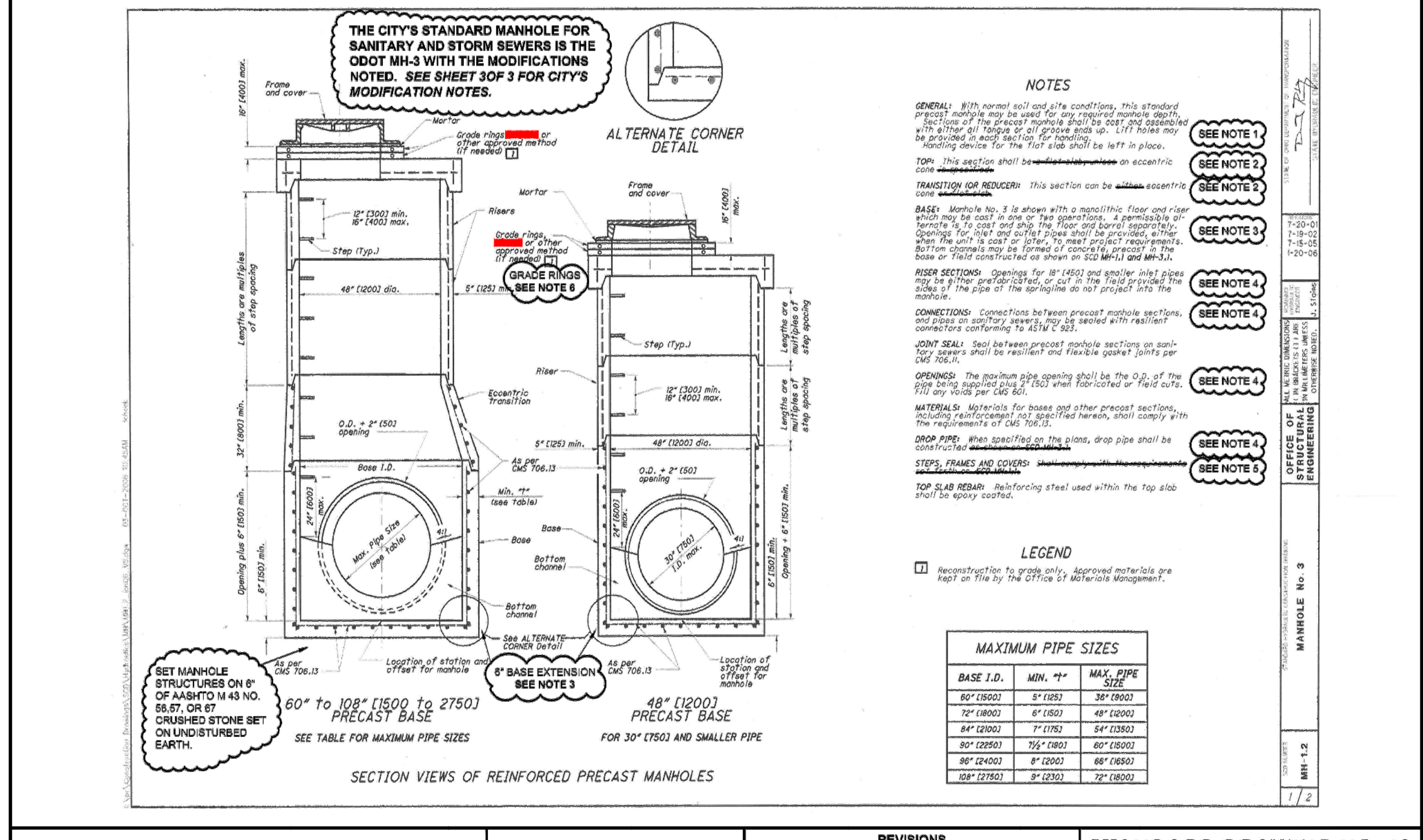


OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: MAR. 2012
APPROVED BY: CDB, RMB, SLH
DRAWING FILE NAME: ce_01.dwg

REVISIONS			
DESCRIPTION	DATE	BY	

STANDARD DRAWING NO. 1
CURB INLET CATCH BASIN
SHEET 1 OF 1

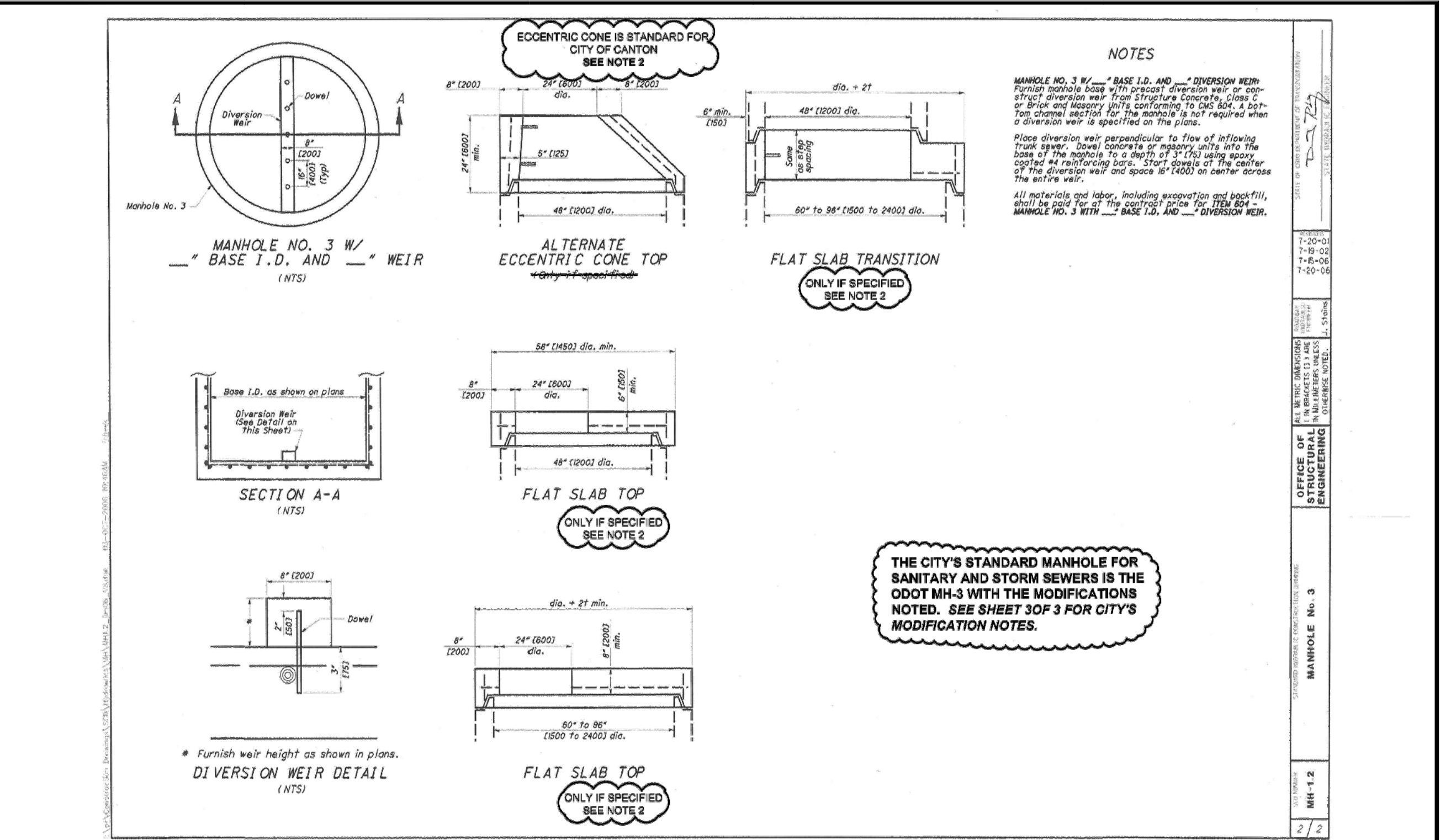


OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: JAN 2012
APPROVED BY: CDB, RMB, SLH
DRAWING FILE NAME: ce_10.dwg

REVISIONS			
DESCRIPTION	DATE	BY	

STANDARD DRAWING NO. 10
PRECAST STORM OR SANITARY MANHOLE
SHEET 1 OF 3

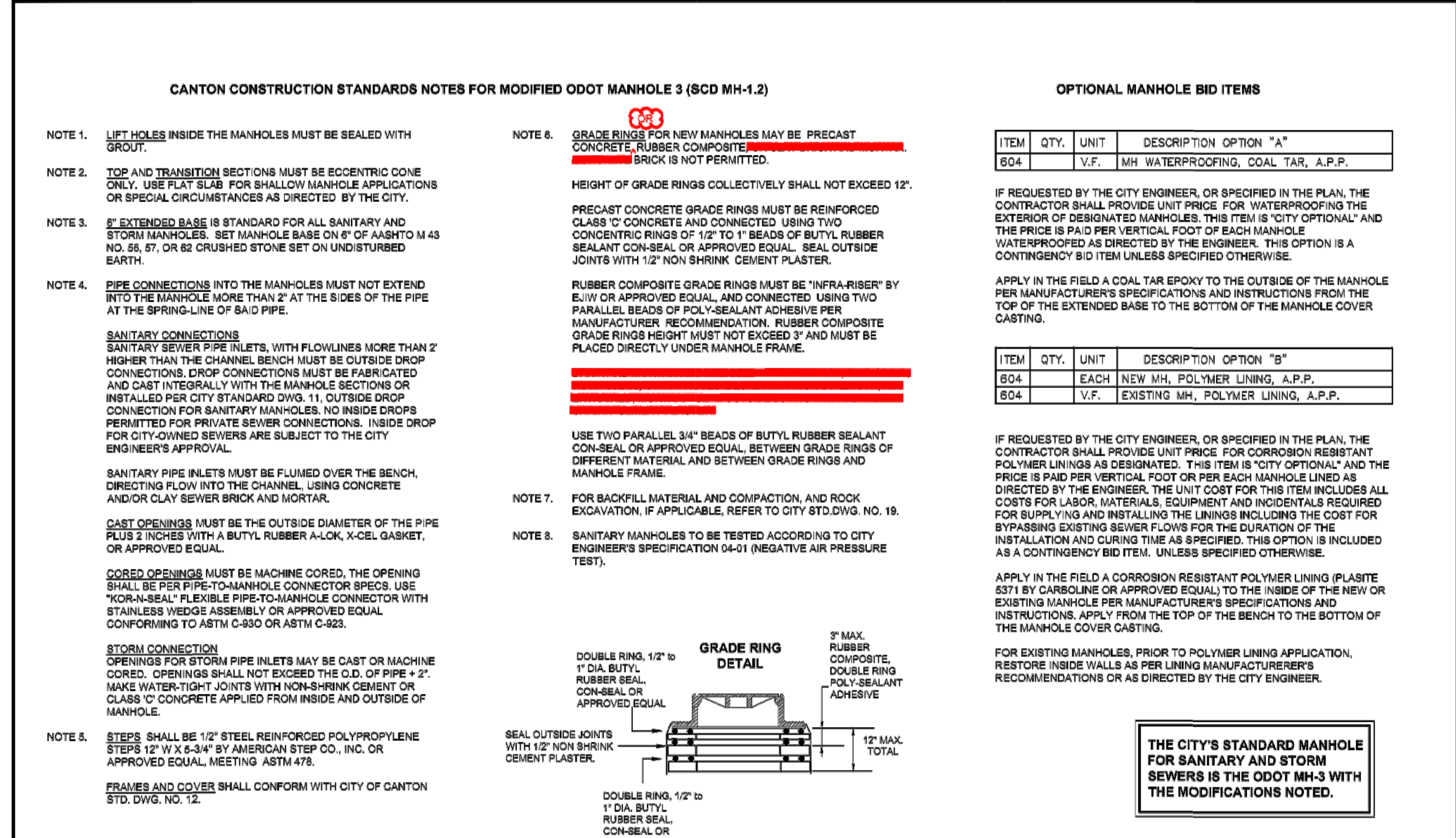


OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: JAN 2012
APPROVED BY: CDB, RMB, SLH
DRAWING FILE NAME: ce_10.dwg

REVISIONS			
DESCRIPTION	DATE	BY	

STANDARD DRAWING NO. 10
PRECAST STORM OR SANITARY MANHOLE
SHEET 2 OF 3



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

APPROVED DATE: JAN 2012
APPROVED BY: CDB, RMB, SLH
DRAWING FILE NAME: ce_10.dwg

REVISIONS			
DESCRIPTION	DATE	BY	

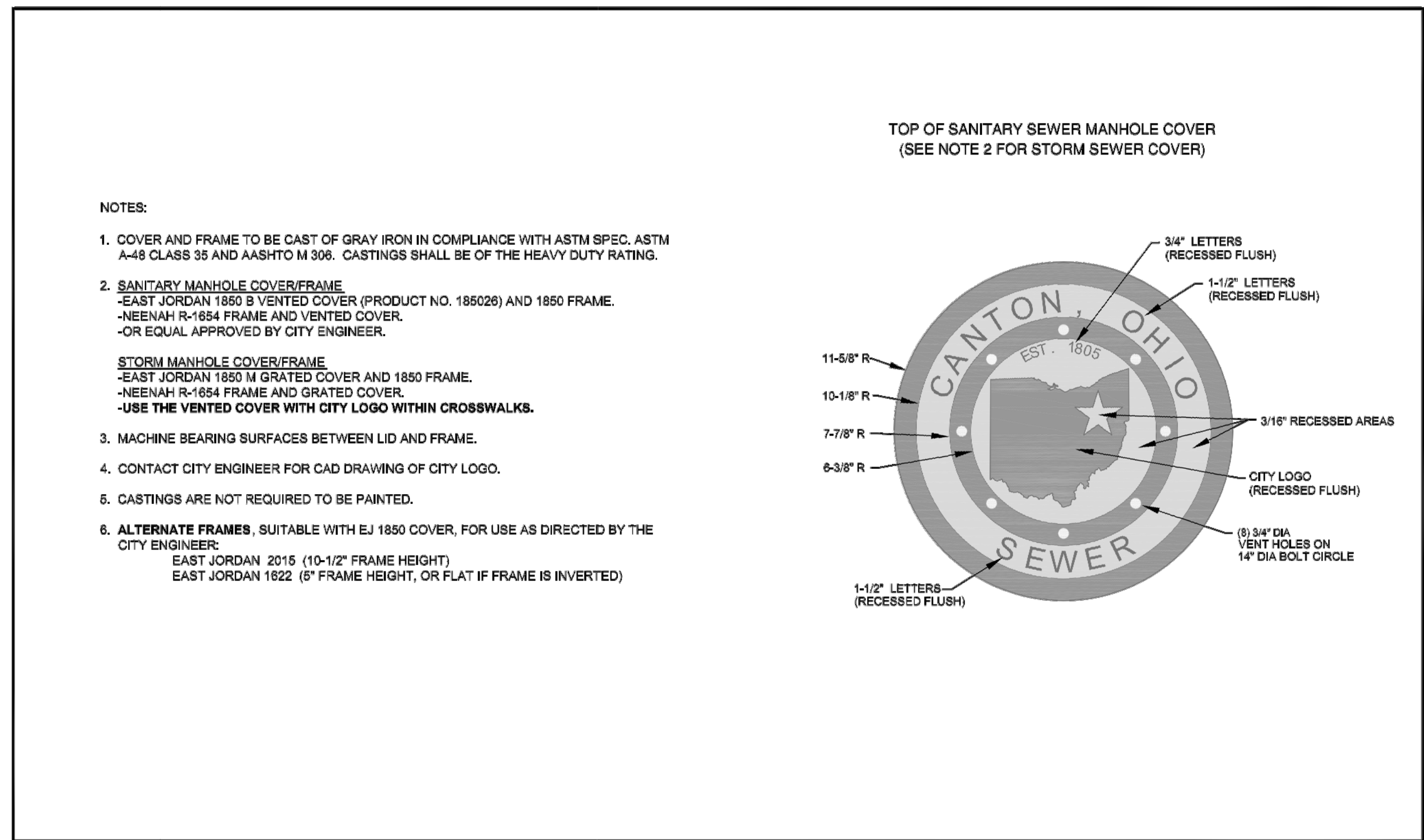
STANDARD DRAWING NO. 10
PRECAST STORM OR SANITARY MANHOLE
SHEET 3 OF 3

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)489-3381

STANDARD CONSTRUCTION DRAWINGS
13TH STREET NW RECONSTRUCTION

DATE	BY	REVISIONS	DESCRIPTION

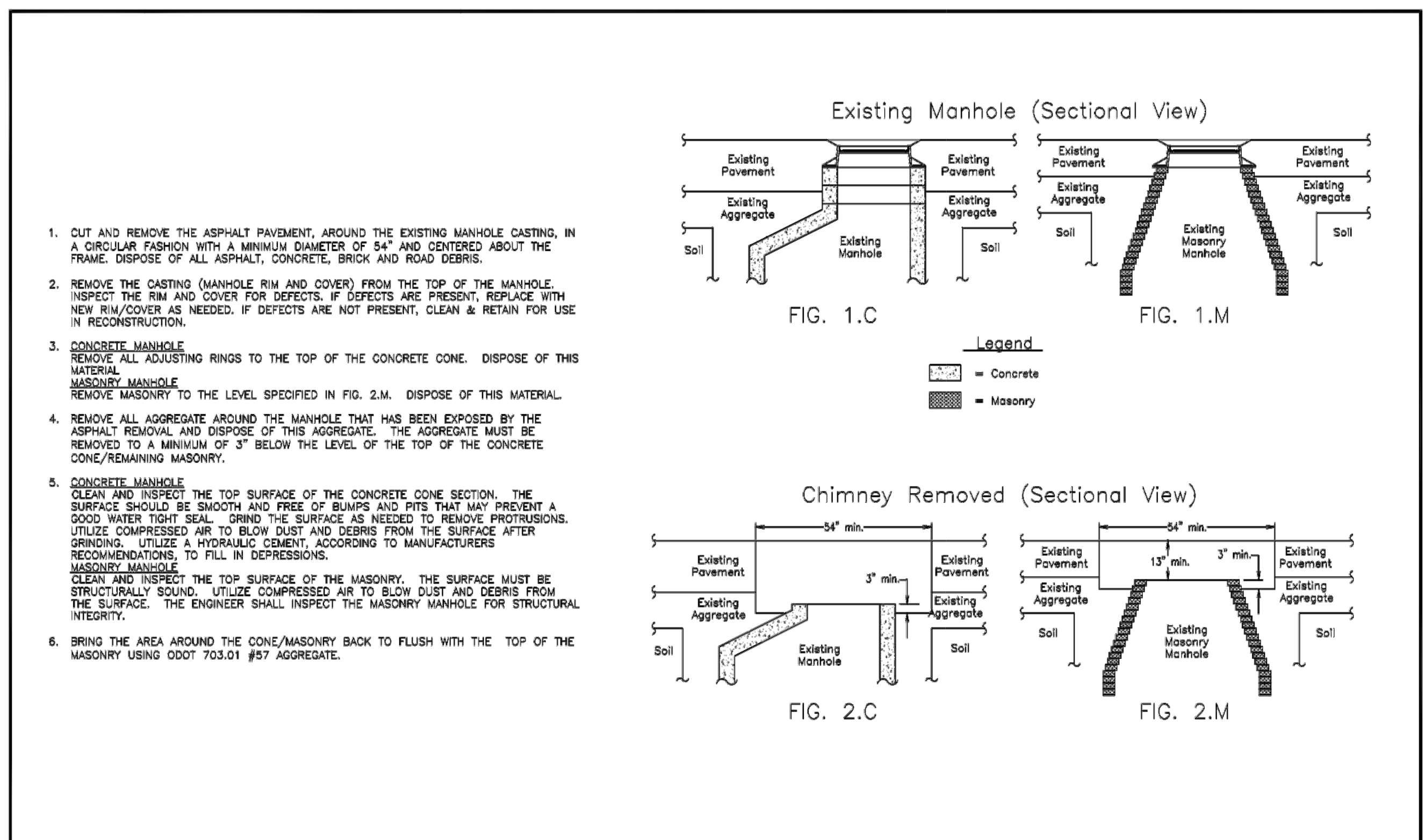
DRAWN BY: NUL
APPROVED BY: N/A
FIELD BOOK: N/A
FILE NAME: 13th St. Std. Dwg's 1



NOTES:

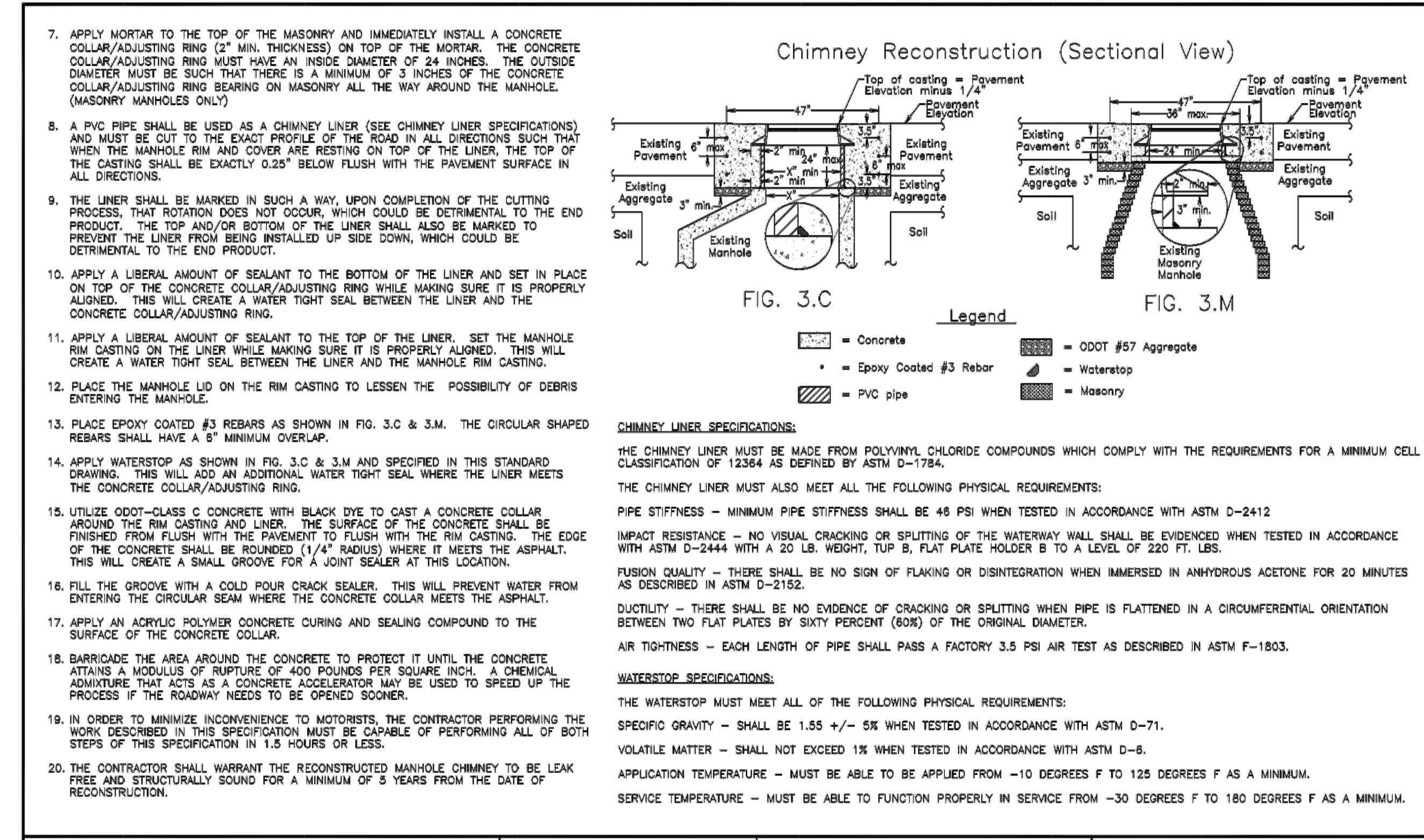
- COVER AND FRAME TO BE CAST OF GRAY IRON IN COMPLIANCE WITH ASTM SPEC. ASTM A-48 CLASS 35 AND AASHTO M 306. CASTINGS SHALL BE OF THE HEAVY DUTY RATING.
- SANITARY MANHOLE COVER/FRA**
-EAST JORDAN 1850 B VENTED COVER (PRODUCT NO. 185028) AND 1850 FRAME.
-NEENAH R-1654 FRAME AND VENTED COVER.
-OR EQUAL APPROVED BY CITY ENGINEER.
- STORM MANHOLE COVER/FRA**
-EAST JORDAN 1850 M GRATED COVER AND 1850 FRAME.
-NEENAH R-1654 FRAME AND GRATED COVER.
-USE THE VENTED COVER WITH CITY LOGO WITHIN CROSSWALKS.
- MACHINE BEARING SURFACES BETWEEN LID AND FRAME.
- CONTACT CITY ENGINEER FOR CAD DRAWING OF CITY LOGO.
- CASTINGS ARE NOT REQUIRED TO BE PAINTED.
- ALTERNATE FRAMES**, SUITABLE WITH EJ 1850 COVER, FOR USE AS DIRECTED BY THE CITY ENGINEER:
EAST JORDAN 2015 (10-1/2\"/>

<p>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</p>	APPROVED DATE: JAN 2012	<table border="1"> <tr><th colspan="3">REVISIONS</th></tr> <tr><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		REVISIONS			DESCRIPTION	DATE	BY				<p>STANDARD DRAWING NO. 12 MANHOLE COVER SHEET 1 OF 1</p>
	REVISIONS												
DESCRIPTION	DATE	BY											
APPROVED BY: CDB, RMB, SLH	<table border="1"> <tr><td>2/28/2014</td><td>RMB</td></tr> <tr><td>11/7/2015</td><td>RMB</td></tr> <tr><td>12/8/2015</td><td>RMB</td></tr> </table>	2/28/2014	RMB	11/7/2015	RMB	12/8/2015	RMB						
2/28/2014	RMB												
11/7/2015	RMB												
12/8/2015	RMB												



- CUT AND REMOVE THE ASPHALT PAVEMENT, AROUND THE EXISTING MANHOLE CASTING, IN A CIRCULAR FASHION WITH A MINIMUM DIAMETER OF 54\"/>

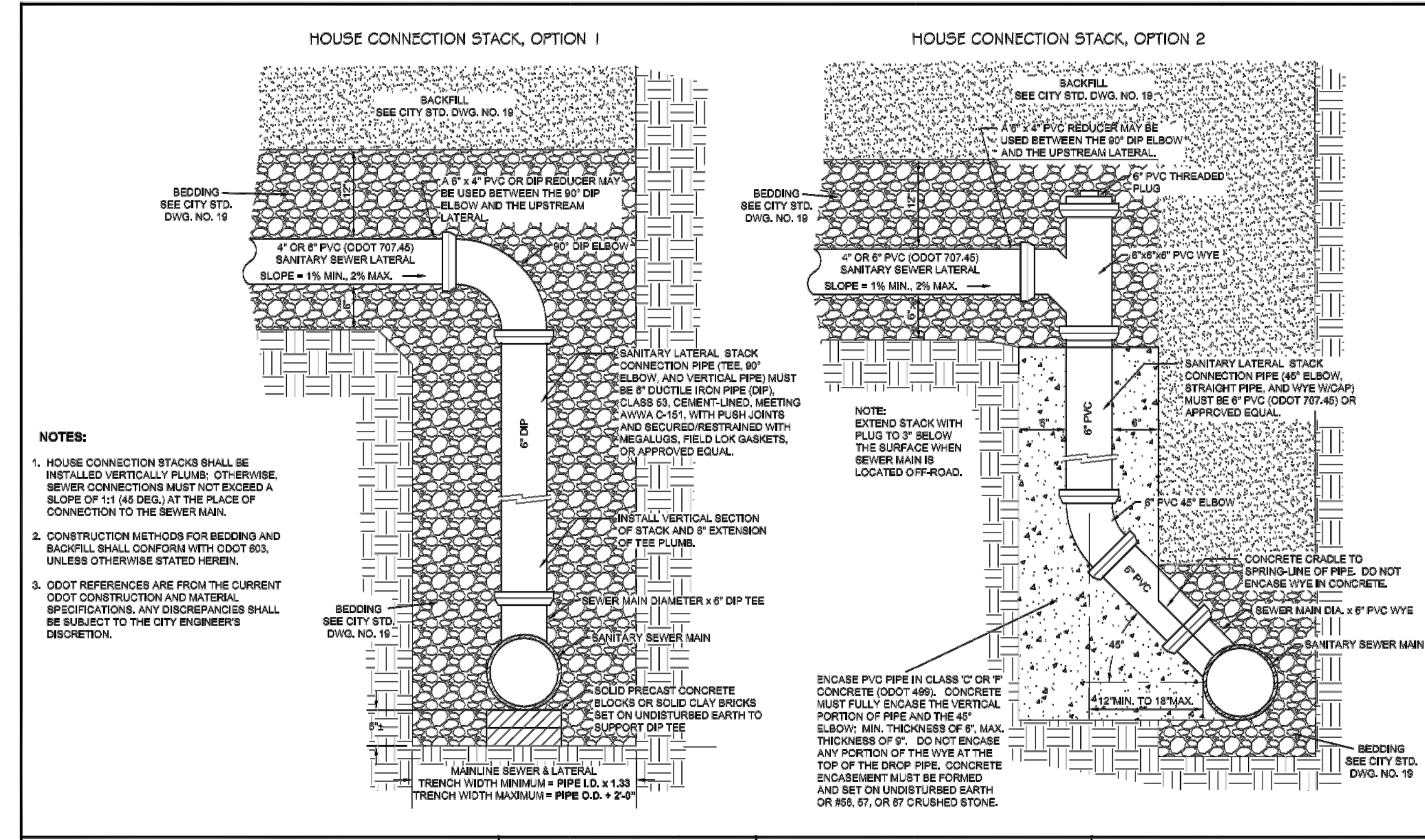
<p>OFFICE OF THE CITY ENGINEER CANTON, OHIO DANIEL J. MOEGLIN, P.E., CITY ENGINEER 2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering</p>	APPROVED DATE: APRIL 2015	<table border="1"> <tr><th colspan="3">REVISIONS</th></tr> <tr><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		REVISIONS			DESCRIPTION	DATE	BY				<p>STANDARD DRAWING NO. 13 MANHOLE ADJUSTMENTS SHEET 1 OF 2</p>
	REVISIONS												
DESCRIPTION	DATE	BY											
APPROVED BY: NUL	<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>												



- APPLY MORTAR TO THE TOP OF THE MASONRY AND IMMEDIATELY INSTALL A CONCRETE COLLAR/ADJUSTING RING (2\"/>

CHIMNEY LINER SPECIFICATIONS:
THE CHIMNEY LINER MUST BE MADE FROM POLYVINYL CHLORIDE COMPOUNDS WHICH COMPLY WITH THE REQUIREMENTS FOR A MINIMUM CELL CLASSIFICATION OF 12364 AS DEFINED BY ASTM D-1784.
THE CHIMNEY LINER MUST ALSO MEET ALL THE FOLLOWING PHYSICAL REQUIREMENTS:
PIPE STIFFNESS - MINIMUM PIPE STIFFNESS SHALL BE 48 PSI WHEN TESTED IN ACCORDANCE WITH ASTM D-2412
IMPACT RESISTANCE - NO VISUAL CRACKING OR SPLITTING OF THE WATERWAY WALL SHALL BE EVIDENCED WHEN TESTED IN ACCORDANCE WITH ASTM D-2444 WITH A 20 LB. WEIGHT, TUP B, FLAT PLATE, HOLDER B TO A LEVEL OF 220 FT. LBS.
FUSION QUALITY - THERE SHALL BE NO SIGN OF FLAKING OR DISINTEGRATION WHEN IMMERSED IN ANHYDROUS ACETONE FOR 20 MINUTES AS DESCRIBED IN ASTM D-2152.
DUCTILITY - THERE SHALL BE NO EVIDENCE OF CRACKING OR SPLITTING WHEN PIPE IS FLATTENED IN A CIRCUMFERENTIAL ORIENTATION BETWEEN TWO FLAT PLATES BY SIXTY PERCENT (60%) OF THE ORIGINAL DIAMETER.
AIR TIGHTNESS - EACH LENGTH OF PIPE SHALL PASS A FACTORY 3.5 PSI AIR TEST AS DESCRIBED IN ASTM F-1803.
WATERSTOP SPECIFICATIONS:
THE WATERSTOP MUST MEET ALL OF THE FOLLOWING PHYSICAL REQUIREMENTS:
SPECIFIC GRAVITY - SHALL BE 1.55 +/- .05 WHEN TESTED IN ACCORDANCE WITH ASTM D-71.
VOLATILE MATTER - SHALL NOT EXCEED 1% WHEN TESTED IN ACCORDANCE WITH ASTM D-6.
APPLICATION TEMPERATURE - MUST BE ABLE TO BE APPLIED FROM -10 DEGREES F TO 125 DEGREES F AS A MINIMUM.
SERVICE TEMPERATURE - MUST BE ABLE TO FUNCTION PROPERLY IN SERVICE FROM -30 DEGREES F TO 180 DEGREES F AS A MINIMUM.

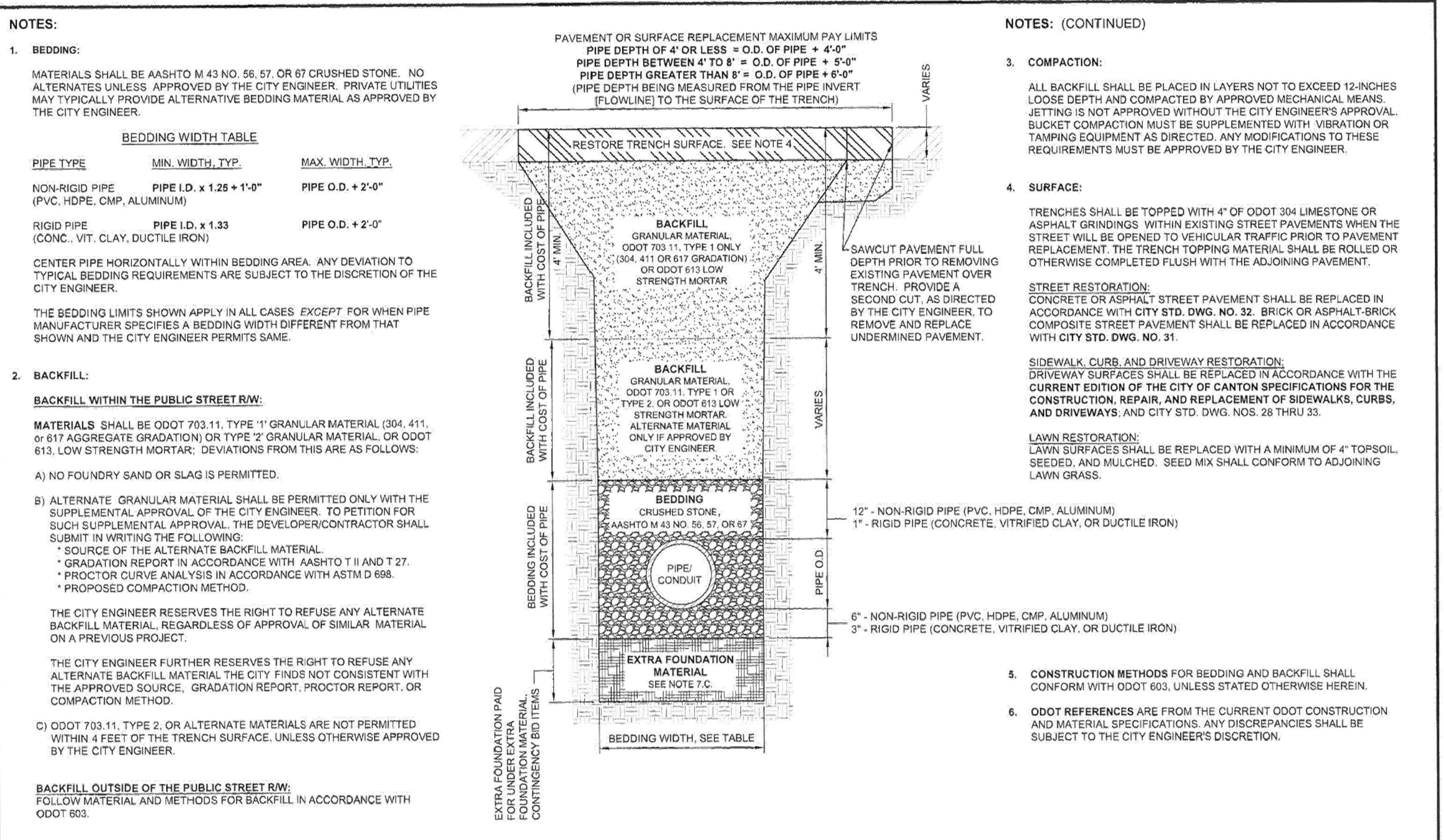
<p>OFFICE OF THE CITY ENGINEER CANTON, OHIO DANIEL J. MOEGLIN, P.E., CITY ENGINEER 2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering</p>	APPROVED DATE: APRIL 2015	<table border="1"> <tr><th colspan="3">REVISIONS</th></tr> <tr><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		REVISIONS			DESCRIPTION	DATE	BY				<p>STANDARD DRAWING NO. 13 MANHOLE ADJUSTMENTS SHEET 2 OF 2</p>
	REVISIONS												
DESCRIPTION	DATE	BY											
APPROVED BY: NUL	<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>												



- NOTES:**
- HOUSE CONNECTION STACKS SHALL BE INSTALLED VERTICALLY PLUMB; OTHERWISE, SEWER CONNECTIONS MUST NOT EXCEED A SLOPE OF 1:1 (45 DEG.) AT THE PLACE OF CONNECTION TO THE SEWER MAIN.
 - CONSTRUCTION METHODS FOR BEDDING AND BACKFILL SHALL CONFORM WITH CDDT 803, UNLESS OTHERWISE STATED HEREIN.
 - ODDT REFERENCES ARE FROM THE CURRENT ODDT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

<p>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</p>	APPROVED DATE: JAN 2012	<table border="1"> <tr><th colspan="3">REVISIONS</th></tr> <tr><th>DESCRIPTION</th><th>DATE</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td></tr> </table>		REVISIONS			DESCRIPTION	DATE	BY				<p>STANDARD DRAWING NO. 18 HOUSE CONNECTION STACK SHEET 1 OF 1</p>
	REVISIONS												
DESCRIPTION	DATE	BY											
APPROVED BY: CDB, RMB, SLH	<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>												

OFFICE OF THE CITY ENGINEER
 CANTON, OHIO
 DANIEL J. MOEGLIN, P.E., CITY ENGINEER
 2436 30th STREET N.E. 44705 (330)489-3381
 STANDARD CONSTRUCTION DRAWINGS
 13TH STREET NW RECONSTRUCTION
 DATE: 2/25/20
 H. SCALE: N/A
 V. SCALE: N/A
 SHEET: APPENDIX 2



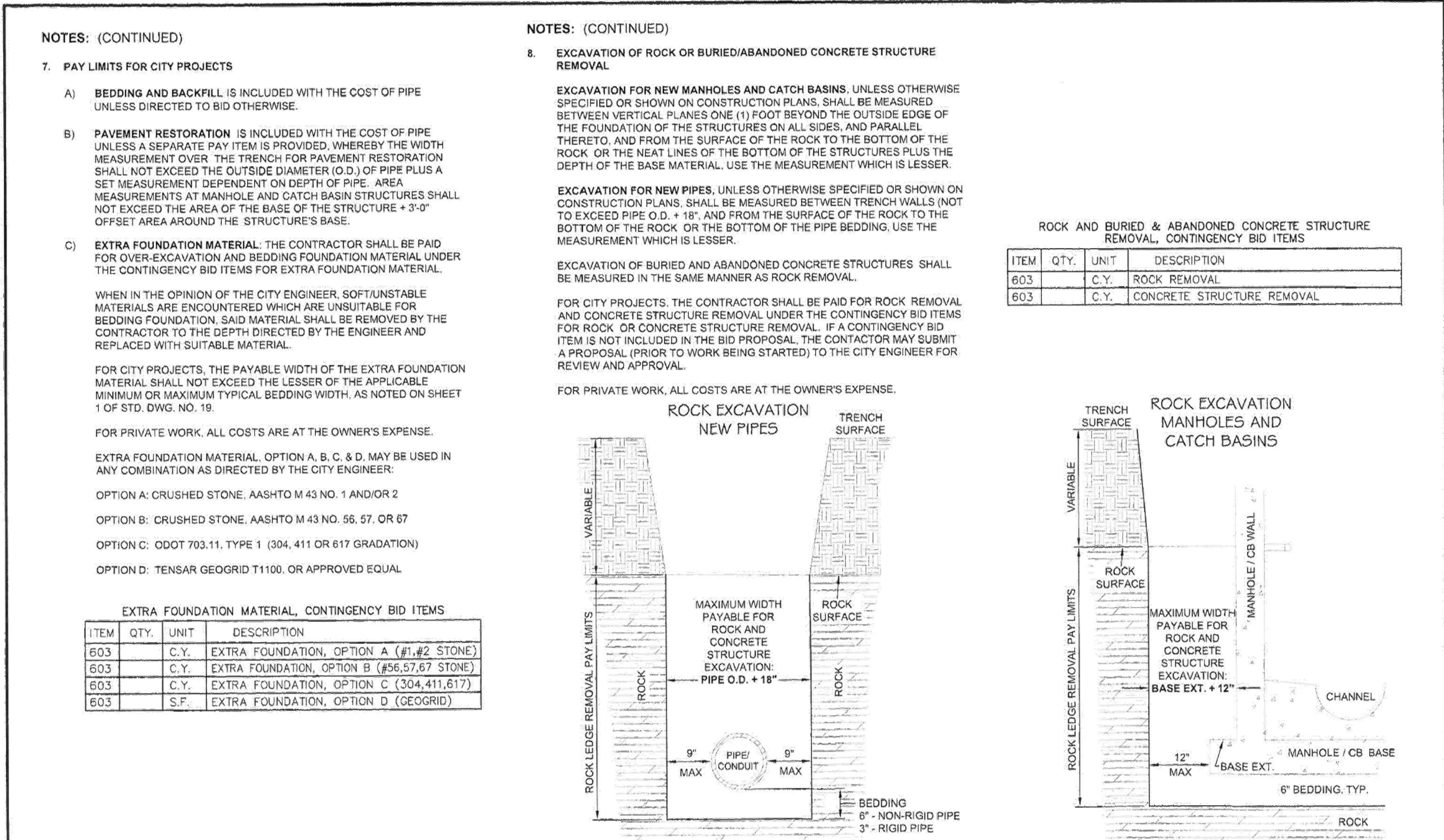
OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: JAN 2012

APPROVED BY: CDB, RMB, SLH

DRAWING FILE NAME: ce_19.dwg

STANDARD DRAWING NO. 19
UTILITY TRENCH REQUIREMENTS
SHEET 1 OF 2



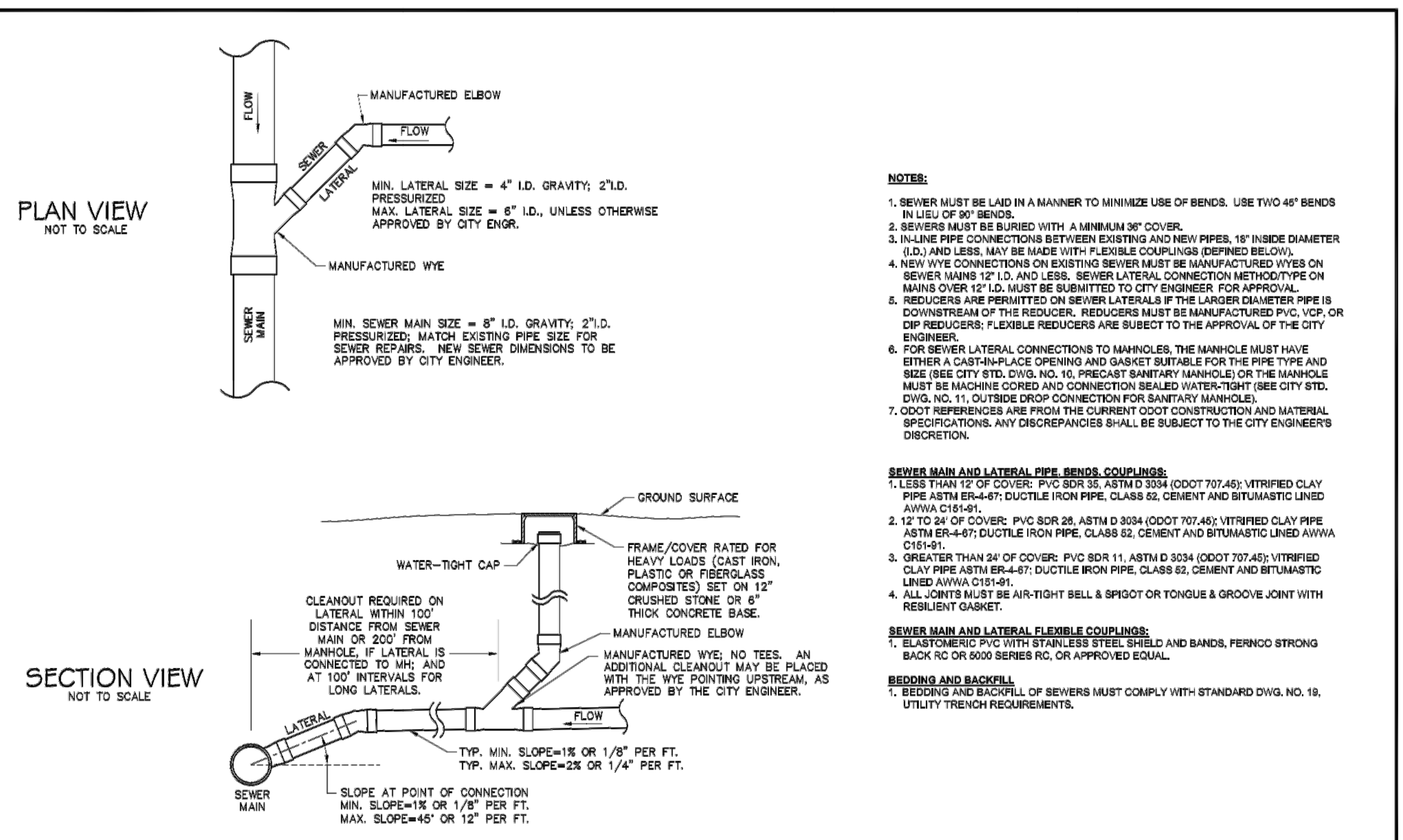
OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: JAN 2012

APPROVED BY: CDB, RMB, SLH

DRAWING FILE NAME: ce_19.dwg

STANDARD DRAWING NO. 19
UTILITY TRENCH REQUIREMENTS
SHEET 2 OF 2



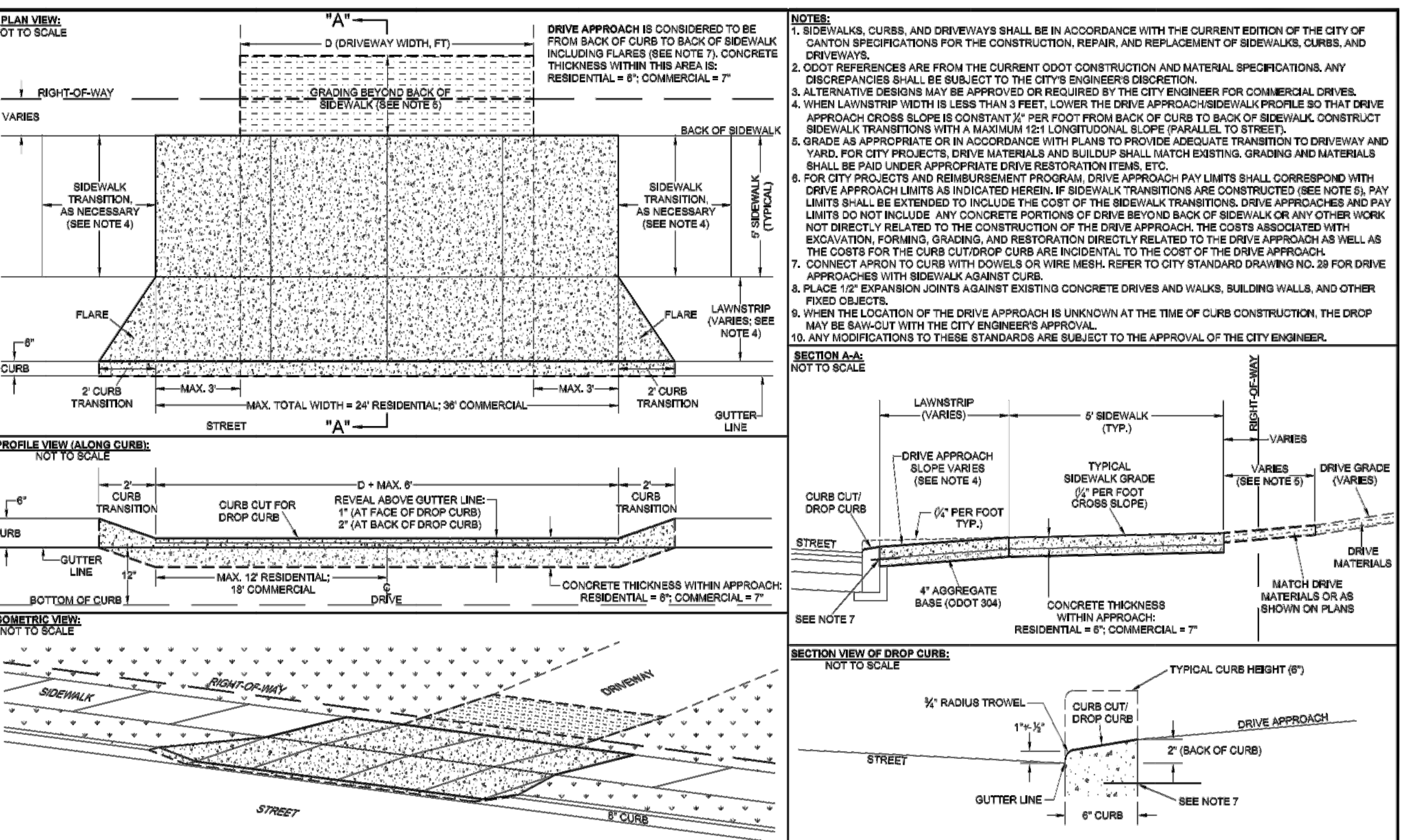
OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th St. NE 44705 330-489-3381 www.cantonohio.gov/engineering

APPROVED DATE: MAR 2014

APPROVED BY: RMB

DRAWING FILE NAME: ce_20.dwg

STANDARD DRAWING NO. 20
SANITARY SEWERS & LATERALS
SHEET 1 OF 1



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

DRAWING FILE NAME: ce_28.dwg

STANDARD DRAWING NO. 27
DRIVE APPROACH WITH LAWNSTRIP BETWEEN SIDEWALK & CURB
SHEET 1 OF 1

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)489-3381

STANDARD CONSTRUCTION DRAWINGS
13TH STREET NW RECONSTRUCTION

DATE	BY	DESCRIPTION
2/25/20	N/A	
	N/A	
	N/A	
	N/A	

DRAWN BY: NUL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St. Std. Dwgs.3

SHEET: APPENDIX 3

DATE	BY	DESCRIPTION	REVISIONS
2/25/20	N/A	N/A	
	N/A	N/A	
	N/A	N/A	
	N/A	N/A	

DRAWN BY: NUL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St. Std. Dwg#4
SHEET: APPENDIX 4

**TYPE A
CONCRETE WALK
ADJACENT TO CURB**

**TYPE B
INTEGRAL CONCRETE WALK
AND CURB**

DETAIL 'A'

NOTES:

- CURB AND WALK CONSTRUCTION MUST 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.
- CONCRETE MATERIAL FOR CURBS AND WALK MUST BE ODOT 499 CLASS 'C' CONCRETE.
- NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE, ODOT 304.
- CONCRETE WALK REPLACED OR INSTALLED ADJACENT TO EXISTING CONCRETE CURB MUST BE DOWELED TO THE EXISTING CURB, UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER.
- 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.
- ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.

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

APPROVED DATE: MARCH 2012
APPROVED BY: CDB, RMB
DRAWING FILE NAME: ce_29.dwg

STANDARD DRAWING NO. 29
COMBINED CURB & WALK
SHEET 1 OF 1

**CANTON TYPE 1
STANDARD CONCRETE CURB**

**CANTON TYPE 2
STANDARD CONCRETE COMBINED
CURB & GUTTER**

NOTES:

- CURB CONSTRUCTION MUST CONFORM TO ODOT 609 AND THE CURRENT CITY OF CANTON SPECIFICATIONS FOR THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS, CURBS, AND DRIVEWAYS.
- CONCRETE MATERIAL FOR CURB AND WALK MUST BE ODOT 499 CLASS 'C' CONCRETE WITH Limestone AGGREGATE.
- NO FOUNDRY SAND OR SLAG PERMITTED IN AGGREGATE BASE, ODOT 304.
- 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.
- CONCRETE WALK REPLACED OR INSTALLED ADJACENT TO EXISTING CONCRETE CURB MUST BE DOWELED TO THE EXISTING CURB, UNLESS DETERMINED OTHERWISE BY THE CITY ENGINEER (SEE CITY STD. DWG. 29).
- ODOT REFERENCES ARE FROM THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. ANY DISCREPANCIES SHALL BE SUBJECT TO THE CITY ENGINEER'S DISCRETION.
- ODOT CURB TYPE 6 AND TYPE 2 (ODOT STD CONST. DWG. BP-6.1) ARE ACCEPTABLE OPTIONS RESPECTIVELY TO CITY STANDARD CURB TYPE 1 AND 2 FOR NEW ROADWAY OR CITY PROJECTS AS APPROVED BY THE CITY ENGINEER. WHEN A CANTON CURB TYPE ABUTS AN ODOT CURB TYPE, THE CONTRACTOR MUST TRANSITION THE CURB FACE AND TOP TO MATCH THE EXISTING CURB FACE AND TOP WITHIN A 4' LENGTH, BUT NOT LESS THAN 1' LENGTH.

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: RMB
DRAWING FILE NAME: ce_30.dwg

STANDARD DRAWING NO. 30
**CONCRETE CURB AND
COMBINED CURB & GUTTER**
SHEET 1 OF 1

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.

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

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

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.

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

APPROVED DATE: FEB. 2012
APPROVED BY: JTD
DRAWING FILE NAME: ce_40-47_STREETSCAPE.dwg

STANDARD DRAWING NO. 40
**TYPICAL STREETSCAPE
CORRIDOR**
SHEET 1 OF 1

SWEEP JOINTS W/ POLYMERIC SAND - TECHN SEAL OR EQUAL

BRICK PAVER / PERPENDICULAR HERRINGBONE

1" MAX COMPACTED SAND MORTAR ODOT 703.02 (ASTM C-33) SETTING BED

FRAMING PIN WEEP HOLES NOT TO EXCEED 4' O.C.

CONCRETE CROSSWALK APP. SEE DETAIL

6" CONCRETE BASE 6" AGG. BASE, ODOT ITEM #304

CROSSWALK DETAIL

NOTE: NO FOUNDRY SAND OR SLAG IS PERMITTED IN AGGREGATE BASE (304).

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.

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.

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

APPROVED DATE: FEB. 2012
APPROVED BY: JTD
DRAWING FILE NAME: ce_40-47_STREETSCAPE.dwg

STANDARD DRAWING NO. 41
**ROADWAY BRICK &
CROSSWALK PAVEMENT
DETAILS**
SHEET 1 OF 1

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 DETAIL
NOT TO SCALE

1/2" POLYURETHANE ELASTOMERIC SEALANT
1/2" CLOSED CELL FILLER

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.

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

REVISIONS			
DESCRIPTION	DATE	BY	
REVISED JOINT NOTES	2/26/2019	RMB	

STANDARD DRAWING NO. 42
STREETSCAPE CONCRETE WALK PAVEMENT DETAILS
SHEET 1 OF 1

NOTES:

- CONCRETE COLLAR TO BE FORMED USING 2 X 8 (FRAME SUPPORTED METHOD) OR 2 X 8 (INSIDE FORM METHOD)
- ASSURE THAT CONCRETE COMPLETELY FILLS FORMS W/ NO VOIDS. AFTER FORM REMOVAL GROUT ALL HONEYCOMB VOIDS.
- TREE BOX TO BE CLEARED TO LIMIT SHOWN BY CONCRETE CONTRACTOR. CONTRACTOR TO SET GRATE AND INSURE PROPER FIT WITH NO ROCKING OR BINDING. COVER OPENING TO PREVENT PEDESTRIAN TRIP HAZARD.
- CONTRACTOR MUST THOROUGHLY SATURATE ROOT BALL AND SURROUNDING SOILS WITH WATER UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR CITY ARBORIST.
- PRE-EMERGENT (PREEN OR APPROVED EQUAL) IS TO BE PLACED OR INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- STAKING OF TREE IS REQUIRED WHEN ROOT BALL IS UNSTABLE OR AS DIRECTED BY CITY ARBORIST OR CITY ENGINEER
- TREE TO BE GUARANTEED FOR TWO GROWING SEASONS.

CONCRETE WALKWAY PAVEMENT (SEE CITY STD. DWG. 29)

CONCRETE CONTRACTOR TO INSTALL 4' x 6' TREE GRATE AND FRAME, NEENAH R 8811 OR EUJW 8691, WITH CITY LOGO (SEE DETAIL ON SHEET 2). CITY PROVIDES GRATE AND FRAME ON PERMITTED PRIVATE PROJECTS ONLY.

1 INCH AASHTO M NO. 8 OR 9 WASHED GRAVEL ON WEED CONTROL FABRIC

TREE CONTRACTOR IS TO INSURE THAT TREE BALL IS PROPERLY SITUATED IN BOX
SEE NOTE BELOW

CONCRETE COLLAR SUPPORTING FRAME/GRATE BY CONG. CONTRACTOR SEE FRAME SPECS.

BRICK WALKWAY PAVEMENT (SEE CITY STD. DWG 40)
NO EXPANSION AGAINST BRICK

#3 REBARS INSTALLED THROUGH FRAME LUGS FOR NEENAH R-8811 FRAME

4" COMPACTED THICKNESS AGGREGATE ODOT #304(M)

TREE CONTRACTOR TO PROVIDE AND PLACE PLANTING SOIL MIX/TREE FIT TOPSOIL PER INDUSTRY STANDARDS FOR TREES AND SHRUBS.

REMOVE ALL CORDING FROM AROUND TREE TRUNK AND ROOT BALL. BURLAP WRAP AND WIRE RETAINER IS TO BE REMOVED ENTIRELY, UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR THE CITY ARBORIST. ROOT FLARE IS TO BE EXPOSED FOR INSPECTION TO ENSURE NO GIRDLING AND PROPER PLANTING DEPTH.

304 (M) - NO FOUNDRY SAND, ACBFS, GS OR OTHER SLAG PERMITTED

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

REVISIONS			
DESCRIPTION	DATE	BY	
REVISED TREE GRATE, ADD CITY LOGO	APRIL 2014	RMB	
PLANTING NOTES, EDITED	DEC 2017	KEG	

STANDARD DRAWING NO. 43
TREE FRAME & GRATE CONSTRUCTION DETAILS
SHEET 1 OF 2

CANTON CITY LOGO (10-1/4" DIA.), ORIENTATION AS SHOWN (SEE DETAIL)

48"

1"

SLOTS 3/8"(TYP.)

36"

SECTION B-B

TOP VIEW

SECTION A-A

16 DIA.

1 1/2"

BOLTING TABS

5-1/8" R

5-0" R

4-3/4" R

3-1/4" R

3-0" R

1-0" LETTERS (RECESSED FLUSH)

RECESSED AREAS 1/16"

RECESSED AREAS 1/8"

RECESSED AREAS 3/16"

1-0" LETTERS (RECESSED FLUSH)

STATE IMAGE (RECESSED FLUSH)

CITY LOGO, TREE GRATES DETAIL

NOTES:

1. TREE GRATES TO BE CAST OF GRAY IRON IN COMPLIANCE WITH ASTM SPEC. ASTM A-48 CLASS 35. GRATES MUST INCLUDE CANTON CITY LOGO AS SHOWN.
2. FRAMES FOR TREE GRATES TO BE MANUFACTURED OF STEEL DESIGNED FOR HEAVY LOADS. ENTIRE FRAMES MUST BE COATED WITH ONE COAT OF BLACK PAINT SUITABLE FOR FABRICATED STEEL.
3. APPROVED TREE GRATE AND FRAME PRODUCTS:
 - EAST JORDAN 8691
 - NEENAH R 8811
 - OR APPROVED EQUAL.
4. CONTACT CITY ENGINEER FOR CAD DRAWING OF CITY LOGO.

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

REVISIONS			
DESCRIPTION	DATE	BY	
REVISED TREE GRATE, ADD CITY LOGO	MAY 2014	RMB	

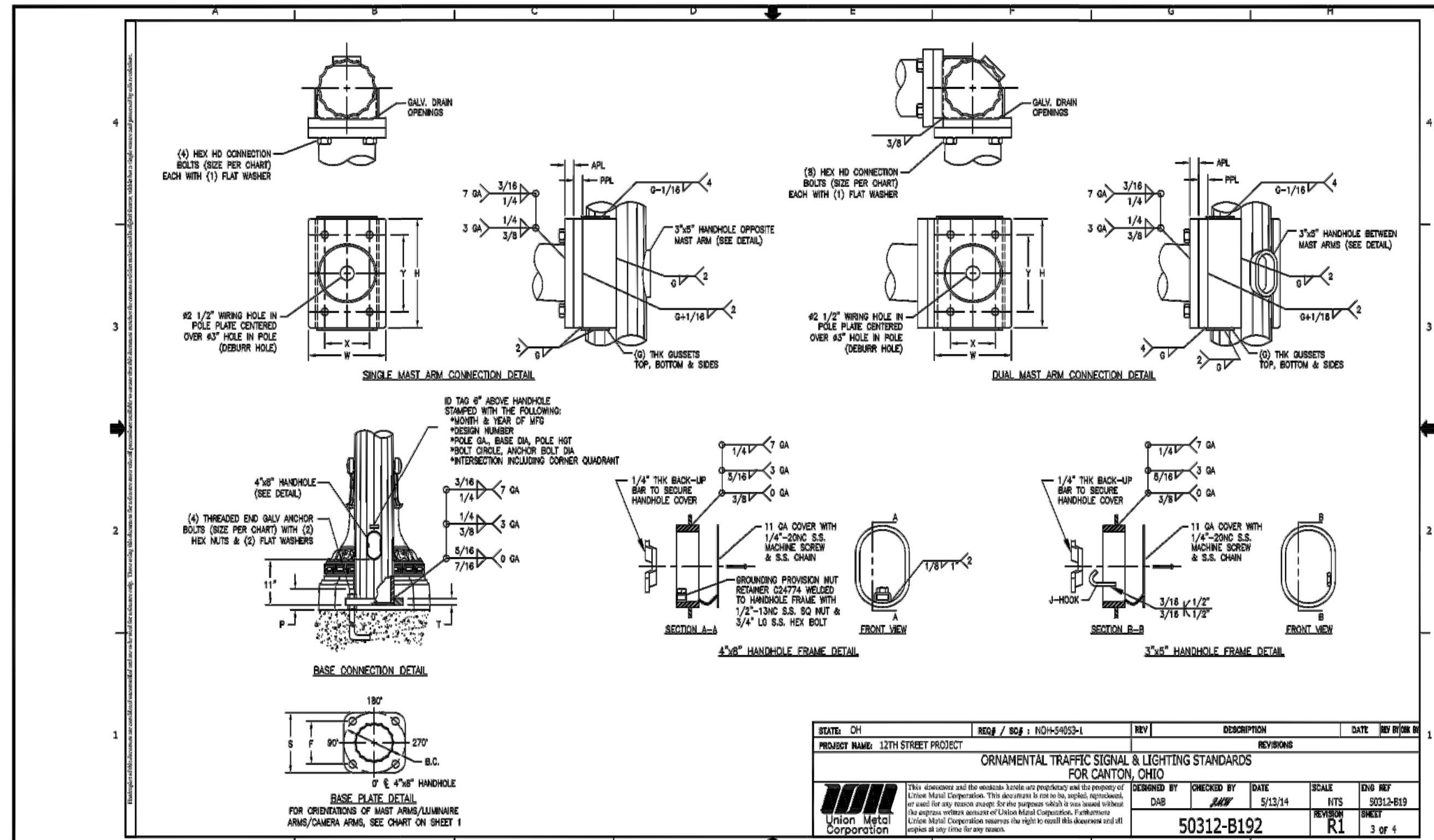
STANDARD DRAWING NO. 43
TREE FRAME & GRATE CONSTRUCTION DETAILS
SHEET 2 OF 2

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2436 30th STREET N.E. 44705 (330)489-3381

STANDARD CONSTRUCTION DRAWINGS
13TH STREET NW RECONSTRUCTION

DATE	BY	DESCRIPTION	REVISIONS
2/25/20	N/A		
	N/A		
	N/A		
	N/A		

DRAWN BY: NJL
APPROVED BY:
FIELD BOOK:
FILE NAME: 13th St. Std. Dwgs5
SHEET: APPENDIX 5

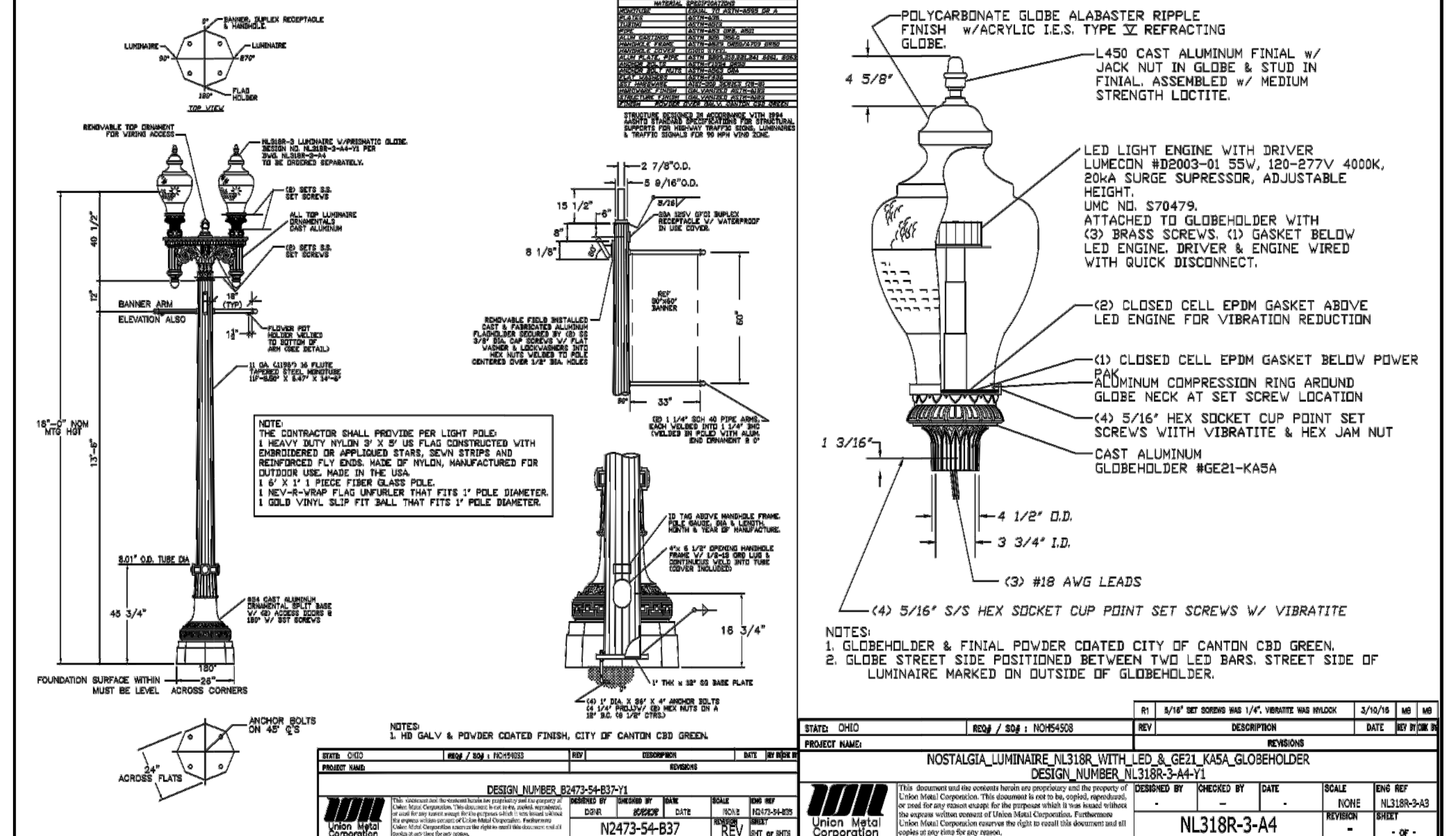


DATE	BY	DESCRIPTION
4/17/15	EGM	INSERTED UM DRAWING 50312-B192

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2438 30th St. NE #4705 • 330-489-3381 • www.cantonohio.gov/engineering

DATE	BY	DESCRIPTION
4/17/15	EGM	INSERTED UM DRAWING 50312-B192

STANDARD DRAWING NO. 62
NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM
SHEET 2 OF 5

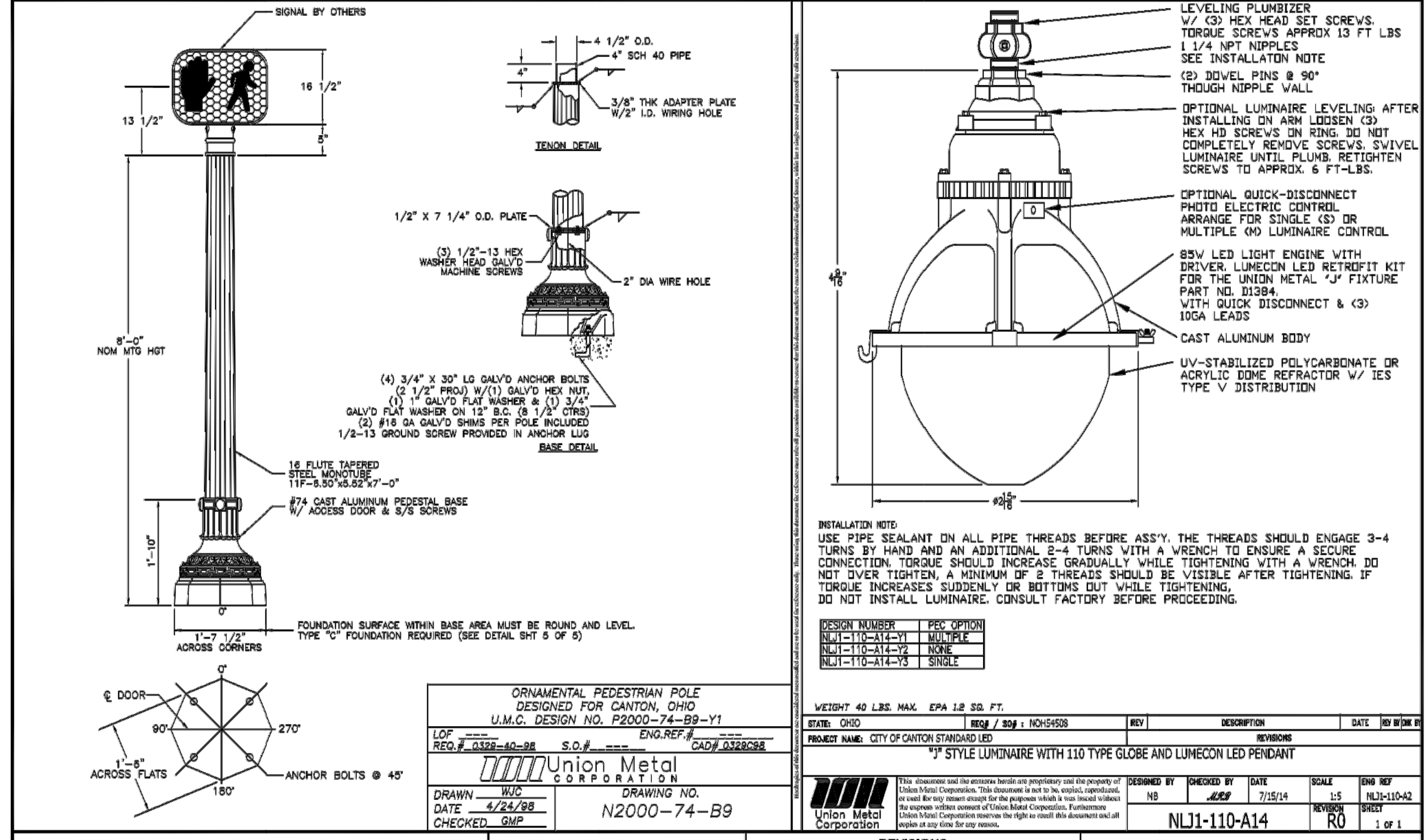


DATE	BY	DESCRIPTION
4/17/15	EGM	INSERTED UM DRAWINGS N2473-54-B37 & N1318R-3-A4
8/23/16	EGM	FLOWER POT HOLDERS ADDED
7/6/2018	RMB	LED ENGINE UPDATE

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2438 30th St. NE #4705 • 330-489-3381 • www.cantonohio.gov/engineering

DATE	BY	DESCRIPTION
4/17/15	EGM	INSERTED UM DRAWINGS N2473-54-B37 & N1318R-3-A4
8/23/16	EGM	FLOWER POT HOLDERS ADDED
7/6/2018	RMB	LED ENGINE UPDATE

STANDARD DRAWING NO. 63
NOSTALGIA LIGHT POLE & LUMINAIRE
SHEET 3 OF 5

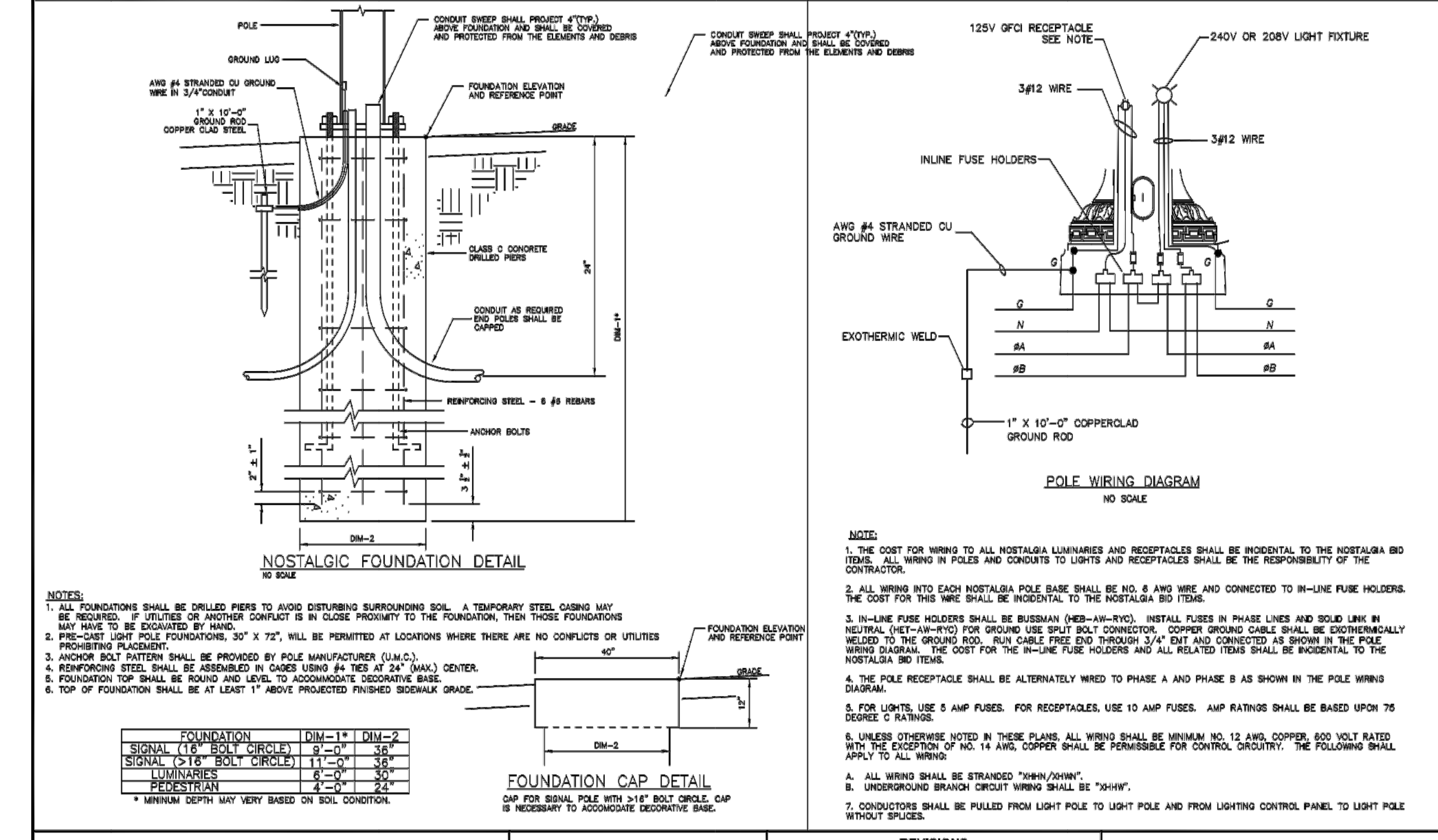


DATE	BY	DESCRIPTION
4/17/15	EGM	INSERTED UM DRAWING NLJ1-110-A14
8/26/16	EEM	NEW LED RETROFIT KIT SPEC.

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2438 30th St. NE #4705 • 330-489-3381 • www.cantonohio.gov/engineering

DATE	BY	DESCRIPTION
4/17/15	EGM	INSERTED UM DRAWING NLJ1-110-A14
8/26/16	EEM	NEW LED RETROFIT KIT SPEC.

STANDARD DRAWING NO. 64
NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM
SHEET 4 OF 5



DATE	BY	DESCRIPTION
4/29/14	NJL	MODIFIED DIMS AND OTHER CHANGES
2/21/17	EGM	MODIFIED FOUNDATION NOTES

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2438 30th St. NE #4705 • 330-489-3381 • www.cantonohio.gov/engineering

DATE	BY	DESCRIPTION
4/29/14	NJL	MODIFIED DIMS AND OTHER CHANGES
2/21/17	EGM	MODIFIED FOUNDATION NOTES

STANDARD DRAWING NO. 65
NOSTALGIC POLE FOUNDATION & WIRING DIAGRAM
SHEET 5 OF 5

OFFICE OF THE CITY ENGINEER
CANTON, OHIO
DANIEL J. MOEGLIN, P.E., CITY ENGINEER
2438 30th STREET N.E. #4705 (330)489-3381

STANDARD CONSTRUCTION DRAWINGS
13TH STREET NW RECONSTRUCTION

DATE	BY	DESCRIPTION
2/25/20	N/A	H. SCALE: N/A
	N/A	V. SCALE: N/A
		FIELD BOOK: 13th St. Std. Dwgs6
		FILE NAME: 13th St. Std. Dwgs6

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

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

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

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

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

Appendix D**ODOT's LPA Template (ODOT Spec Book and LPA Spec Book)
Required Contract Provisions.****1. ODOT'S 2019 CONSTRUCTION AND MATERIAL SPECIFICATIONS (C&MS) AND ITS SUPPLEMENTS**

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

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

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

2. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

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

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

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

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

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

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

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

3. CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

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

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

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

4. PREQUALIFICATION

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

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

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

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

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

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

6. **FEDERALLY REQUIRED EEO CERTIFICATION FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

10. CERTIFICATION OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS

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

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

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

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

Minority and female utilization obligations by craft per county (applicable to project):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/CountyAvailability-ByTrade.pdf>

Statewide utilization obligations by craft (applicable to the Contractor's statewide workforce):

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Construction/StatewideAverages-ByTrade.pdf>

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

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

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

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

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

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

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

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

listed in the O.A.C. for the Metropolitan Statistical Area in which a project is located. <http://das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>

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

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

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

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

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

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

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

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

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

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

No payment by the LPA will be made to the Contractor for providing this training. However, if the Contractor fails to provide adequate training and cannot show good faith efforts on its part to provide

adequate training, it will be subject to a formal compliance review to determine the Contractor's efforts in meeting the EEO laws and regulations.

The Contractor must provide the following reports:

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

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

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

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

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

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

- 1.) Has there been an initial decision in the matter? This can be:
 - * An existing published wage determination
 - * A survey underlying a wage determination
 - * A Wage and Hour Division letter setting forth a position on a wage determination matter
 - * A conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor and all subcontractors shall pay all wages and fringe benefits by company check. All payroll records and canceled pay checks shall be maintained for at least three years after final acceptance as defined in section 109.12 of the Ohio Department of Transportation Construction and Materials Specifications. The Contractor's and all subcontractors payroll records and canceled pay checks shall be made available for inspection by the Department and the U.S. Department of Labor, upon request, anytime

during the life of the contract, and for three years thereafter by the U.S. Department of Labor. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

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

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

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

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

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

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

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

15. LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

1. The prospective bidder certifies, by signing and submitting this bid proposal, to the best of his or her knowledge and belief, that:
 - (a.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

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

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

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

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

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

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

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

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

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

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

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

19. OHIO WORKERS' COMPENSATION COVERAGE

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

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

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

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

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

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

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

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

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

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

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

23. PN 007 – 07/19/2019 - DBE TRUCKING

The Code of Federal Regulations Title 49, Section 26.55(d)(4)(5)(6) governs trucking operations.

The DBE trucking firm must be able to quote and negotiate its own prices. The DBE trucking firm must also provide a quote for each project that the firm is to be utilized toward the project DBE goal.

The DBE will be responsible for the management and supervision of their trucking operation on each contract. A DBE is not performing a CUF if the contract exists for the purpose of creating the appearance of DBE participation.

The DBE must own and operate at least one fully licensed, insured, and operational truck used on the contract.

The DBE receives credit for the total value of the transportation services the DBE provides on the contract using trucks the DBE owns, insures, and operates using drivers it employs (not 1099/independent contractors).

The Disadvantaged Business Enterprise (DBE) may lease trucks on a long term basis (a year or more), and receive full DBE credit as long as employees of the DBE operate the truck.

A lease must indicate that the DBE has exclusive use of and control over the truck, including responsibility of maintenance and insurance. This does not preclude the leased truck from working for others during the term of the lease with the DBEs consent, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the DBEs name and identification number as well.

The DBE must carry a copy of the lease agreement in the leased truck when working onsite.

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

1. A DBE firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

2. When the materials or supplies are obtained from a DBE MSV (Materials and Supplies Vendor) manufacturer the prime contractor may receive credit for 100 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
3. When the materials or supplies are purchased from a DBE MSV regular dealer or supplier the prime contractor may receive credit for up to 60 percent of the cost of the materials or supplies toward the DBE goal. For purposes of this section, a regular dealer or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

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

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

contractor using distribution equipment that it both owns (or for which it has a long-term (1 year or more) lease) and operates with its regular (not ad hoc) employees.

- o If not eligible for 100% or 60% credit, an item may still be eligible for credit toward DBE goals, but only for the **fee or commission the DBE MSV receives for its services**, and only if the following additional criteria are met:
 - The DBE MSV must be certified with NAICS code 425120 Wholesale Trade Agents and Brokers
 - The DBE MSV must convincingly explain how the prime contractor benefits by transacting business with it rather than directly with the non-DBE vendor from which the DBE MSV is re-selling.
- The usual good faith efforts process applies.
- All credit toward DBE goals is conditional. Actual credit will be determined based upon invoices, receipts, and/or transportation documents/bills of lading, which must be submitted to ODOT as they are received throughout the course of the project.

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

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

24. **PN 013 – 03/15/2019 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN AND GOOD FAITH EFFORTS**

Please see optional Appendix A - "Checklist for Bidders – Federally Funded Projects with a DBE Goal", to ensure compliance with the requirements outlined in PN 013.

DBE UTILIZATION PLAN

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

The DBE Utilization Plan shall include the following information:

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

PROJECTS AWARDED ON ALTERNATES

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

DBE AFFIRMATION

The Apparent Low Bidder shall ensure the DBE firms being utilized to meet the DBE goal affirm their participation in the bid within five (5) calendar days after the bid opening to ODOT. The contract dollar amount(s) and/or DBE firm(s) included in the Apparent Low Bidder's DBE Utilization Plan must match the contract dollar amount(s) and/or DBE firm(s) included on the DBE Affirmation Form(s). If the contract dollar amount(s) and/or DBE firm(s) do not match, the Apparent Low Bidder shall utilize the Request to Terminate/Substitute DBE Form located at

<http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx> and submit for review and approval by the Office of Small & Disadvantaged Business Enterprise within five (5) calendar days of the bid opening.

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

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

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

DBE BIDDERS

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

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

JOINT VENTURES

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

GOOD FAITH EFFORTS (GFE's)

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

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

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

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

The Apparent Low Bidder shall utilize the Pre-Bid GFE Template to document their GFE's. This template and supporting documentation shall be sent along with any DBE Affirmation Forms within five (5) calendar days of bid opening. ODOT has provided Good Faith Efforts Guidance located at <http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>.

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

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

ADMINISTRATIVE RECONSIDERATION

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

As part of this reconsideration, the Apparent Low Bidder may provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Such written documentation or argument must be provided to ODOT, attention to the Office of Chief Legal Counsel, 1980

West Broad Street, MS 1500, Columbus, Ohio 43223 (with copy to the Office of Contract Sales, MS 4110), within two (2) business days of ODOT's written determination that GFE's were not adequately demonstrated. The Apparent Low Bidder may also include in their written documentation a request for an in person meeting to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT's Office of Chief Legal Counsel will respond to the Apparent Low Bidder within five (5) business days of receiving written documentation or holding the in-person meeting.

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

TERMINATION OR REPLACEMENT OF A DBE

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

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

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

GOOD CAUSE

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

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

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

the contract so that the awarded contractor can self-perform the work for which the DBE contractor was engaged or so that the awarded contractor can substitute another DBE or non-DBE contractor after contract award.

REPLACEMENT

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

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

ADDITION

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

WRITTEN NOTICE TO DBE

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

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

GOAL ATTAINMENT POST AWARD

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

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

SANCTIONS AND ADMINISTRATIVE REMEDIES

PRE-BID

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

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

POST-BID

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

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

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

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

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

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

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

Completed and signed affidavit shall be mailed to the Ohio Department of Transportation, Office of Contracts, DBE Services section, 1980 West Broad Street, Columbus, Ohio 43223. A color scan of the affidavit may be sent in advance to Central Office, to keep project moving forward. However, the originals will still need to be mailed to Central Office.

26. WAIVER OF CM&S 614.03

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

27. ODOT AS OBLIGEE ON BOND

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

28. NON-DISCRIMINATION PROVISIONS

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

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

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

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

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

so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension /

debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to

all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the

Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of

Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

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

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

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

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

preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

1/8/2020 Revision

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),

the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security

1/8/2020 Revision

number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the

contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated

damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

1/8/2020 Revision

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix A

Checklist for Bidders- Federally Funded Projects with a DBE Goal

- Quotes have been obtained by DBE firms for participation on the project
- NAICS codes have been verified on the Ohio Unified DBE Directory that the DBE firms to be utilized can be applied toward the project goal for the specific work wanted:
<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>
- DBE Utilization Plan has been completed & submitted electronically prior to bid opening via: https://odot.formstack.com/forms/dbe_copy (This applies to all Bidders including DBE Firms)
- The Utilization Plan submitted as described above, meets or exceeds the DBE Goal established for the project
- If the DBE Goal has not been met that Good Faith Efforts have been submitted prior to bid to opening to: Dot.contractslettingmgr@dot.ohio.gov
- The affirmation form that is required 5 calendar days after bid opening has been downloaded ready to send out to all DBE firms listed on the Utilization Plan:
<http://Transportation.ohio.gov/Divisions/ODI/SDBE/Pages/Resources.aspx>.

Appendix D

STA-13TH ST. NW
COUNTY-ROUTE-SECTION

104873
PID NUMBER

34366
AGREEMENT NUMBER

DUNS NUMBER

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The pavement replacement on 13th Street from Broad Avenue to Harrison Avenue, in the City of Canton, Stark County, Ohio (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
 - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 1,156,320 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible construction costs, up to a maximum of \$925,056 in Federal MPO STBG funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

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

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices

that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by

the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:

Dan Moeglin, PE, SI
City Service Center Building,
2436 30th St. NE,
Canton OH 44705

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

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

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;

- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

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

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

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

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

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such

litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors.

Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

DAN MOEGLIN, PE, SI	JEFFREY CUTLER, PE
CITY SERVICE CENTER BUILDING,	ODOT DISTRICT 4 LPA MANAGER
2436 30TH ST. NE,	2088 SOUTH ARLINGTON RD.
CANTON OH 44705	AKRON OH 44306
dan.moeglin@cantonohio.gov	Jeff.Cutler@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]



1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system¹, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is



4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

- 4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." 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 comply with Federal statutory provisions or the extent applicable prohibiting the use of

Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

STA-13TH St. NW
COUNTY-ROUTE-SECTION

104873
PID NUMBER

34366
AGREEMENT NUMBER

DUNS NUMBER

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: <i>City of Canton</i>	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: <i>JM</i>	By:
Title: <i>Director of Public Service</i>	Jack Marchbanks Director
Date: <i>11-27-19</i>	Date:

APPROVED AS TO FORM
[Signature]
CANTON LAW DIRECTOR

**Attachment 1
PROJECT BUDGET – SOURCES AND USES OF FUNDS**

STA-13th ST. NW
COUNTY-ROUTE-SECTION
104873
PID NUMBER
34366
AGREEMENT NUMBER

DUNS NUMBER

USES	LPA FUNDS			FHWA FUNDS			Other FUNDS- TRC			TOTAL
	amount	%	SAC	amount	%	SAC	amount	%	SAC	
PE Preliminary develop; environ clearance	\$0			\$0			\$0			\$0
PE final design;construction plans and specs	\$0			\$0			\$0			\$0
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0			\$0			\$0			\$0
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0			\$0			\$0			\$0
CONSTRUCTION fund source 1	\$208,137.50	20	LNTP	\$832,550	80	4TA7	\$0			\$1,040,687.50
Const. admin, mat'l testing & inspection	\$23,126.50	20	LNTP	\$92,506	80	4TA7	\$0			\$115,632.50
CONSTRUCTION fund source 2	\$0			\$0			\$0			\$0
Const. admin, mat'l testing & inspection	\$0			\$0			\$0			\$0
OTHER DIRECT OUT -OF- POCKET EXPENSES (provide details)	\$0			\$0			\$0			\$0
	\$231,264.00			\$925,056.00			\$0			\$1,156,320.00

Attachment 2

STA-13TH St. NW
 COUNTY-ROUTE-SECTION

104873
 PID NUMBER

34366
 AGREEMENT NUMBER

 DUNS NUMBER

DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting

We the City of Canton request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
 (CONTRACTOR'S NAME)

be paid directly to _____
 (CONTRACTOR'S NAME)

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	City of Canton
Oaks Vendor ID:	
Mailing Address:	2436 30 TH ST. NE, CANTON OH 44705
ODOT Approval signature:	

APPROVED AS TO FORM

 CANTON LAW DIRECTOR

Title VI Requirements

The City of Canton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Please also review **Appendix A and Appendix E** of the Standard Assurances which are included in the following pages.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *The City of Canton*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *{Include City of Canton specific program requirements.}*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *{Include City of Canton specific program requirements.}*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or *The City of Canton* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or *The City of Canton*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or *The City of Canton* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or *The City of Canton* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX 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.*).



The City of Canton

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

MODIFIED STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

[Where Third Party Engineer Performs Construction Administration Duties]

Prepared by



Issued and Published Jointly by





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

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

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.



**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

TABLE OF CONTENTS

	Page
ARTICLE 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	5
ARTICLE 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents	6
2.03 Before Starting Construction	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	6
2.05 Initial Acceptance of Schedules	7
2.06 Electronic Transmittals.....	7
ARTICLE 3 – Documents: Intent, Requirements, Reuse.....	7
3.01 Intent.....	7
3.02 Reference Standards.....	7
3.03 Reporting and Resolving Discrepancies	8
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	9
ARTICLE 4 – Commencement and Progress of the Work	9
4.01 Commencement of Contract Times; Notice to Proceed	9
4.02 Starting the Work.....	9
4.03 Reference Points	9
4.04 Progress Schedule	10
4.05 Delays in Contractor’s Progress	10
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	11
5.01 Availability of Lands	11
5.02 Use of Site and Other Areas.....	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions	13



The City of Canton

5.05	Underground Facilities	15
5.06	Hazardous Environmental Conditions at Site	16
ARTICLE 6 – Bonds and Insurance		17
6.01	Performance, Payment, and Other Bonds	17
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Property Insurance	22
6.05	Waiver of Rights	24
6.06	Receipt and Application of Property Insurance Proceeds	25
ARTICLE 7 – Contractor’s Responsibilities		25
7.01	Supervision and Superintendence	25
7.02	Labor; Working Hours	25
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	26
7.05	Substitutes	27
7.06	Concerning Subcontractors, Suppliers, and Others	28
7.07	Patent Fees and Royalties	30
7.08	Permits	30
7.09	Taxes	30
7.10	Laws and Regulations.....	30
7.11	Record Documents.....	31
7.12	Safety and Protection.....	31
7.13	Safety Representative	32
7.14	Hazard Communication Programs	32
7.15	Emergencies	32
7.16	Shop Drawings, Samples, and Other Submittals.....	32
7.17	Contractor’s General Warranty and Guarantee.....	34
7.18	Indemnification	35
7.19	Delegation of Professional Design Services	35
ARTICLE 8 – Other Work at the Site		36
8.01	Other Work	36
8.02	Coordination	36



The City of Canton

8.03	Legal Relationships.....	37
ARTICLE 9 – Owner’s Responsibilities		37
9.01	Communications to Contractor.....	37
9.02	Replacement of Engineer	37
9.03	Furnish Data	37
9.04	Pay When Due.....	37
9.05	Lands and Easements; Reports, Tests, and Drawings	37
9.06	Insurance	37
9.07	Change Orders.....	37
9.08	Inspections, Tests, and Approvals.....	38
9.09	Limitations on Owner’s Responsibilities	38
9.10	Undisclosed Hazardous Environmental Condition.....	38
9.11	Evidence of Financial Arrangements.....	38
9.12	Safety Programs	38
ARTICLE 10 – Engineer’s Status During Construction		38
10.01	Owner’s Representative.....	38
10.02	Visits to Site.....	38
10.03	Project Representative.....	39
10.04	Rejecting Defective Work.....	39
10.05	Shop Drawings, Change Orders and Payments.....	39
10.06	Determinations for Unit Price Work	39
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	40
10.08	Limitations on Engineer’s Authority and Responsibilities.....	40
10.09	Compliance with Safety Program.....	40
ARTICLE 11 – Amending the Contract Documents; Changes in the Work.....		41
11.01	Amending and Supplementing Contract Documents	41
11.02	Owner-Authorized Changes in the Work	41
11.03	Unauthorized Changes in the Work	42
11.04	Change of Contract Price	42
11.05	Change of Contract Times	43
11.06	Change Proposals	43
11.07	Execution of Change Orders.....	43



The City of Canton

11.08	Notification to Surety.....	44
ARTICLE 12 – Claims.....		44
12.01	Claims.....	44
ARTICLE 13 – Cost of the Work; Allowances.....		45
13.01	Cost of the Work.....	45
13.02	Allowances.....	48
13.03	Unit Price Work.....	48
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		49
14.01	Access to Work.....	49
14.02	Tests, Inspections, and Approvals.....	49
14.03	Defective Work.....	50
14.04	Acceptance of Defective Work.....	50
14.05	Uncovering Work.....	51
14.06	Owner May Stop the Work.....	51
14.07	Owner May Correct Defective Work.....	51
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period.....		52
15.01	Progress Payments.....	52
15.02	Contractor’s Warranty of Title.....	55
15.03	Substantial Completion.....	56
15.04	Partial Use or Occupancy.....	57
15.05	Final Inspection.....	57
15.06	Final Payment.....	58
15.07	Waiver of Claims.....	59
15.08	Correction Period.....	59
ARTICLE 16 – Suspension of Work and Termination.....		59
16.01	Owner May Suspend Work.....	59
16.02	Owner May Terminate for Cause.....	60
16.03	Owner May Terminate For Convenience.....	61
16.04	Contractor May Stop Work or Terminate.....	61
ARTICLE 17 – Final Resolution of Disputes.....		61
17.01	Methods and Procedures.....	61
ARTICLE 18 – Miscellaneous.....		62



The City of Canton

18.01	Giving Notice	62
18.02	Computation of Times.....	62
18.03	Cumulative Remedies	62
18.04	Limitation of Damages	62
18.05	No Waiver	62
18.06	Survival of Obligations	62
18.07	Controlling Law	62
18.08	Headings.....	62
18.09	Equal Employment Opportunity and Non-Discrimination.....	62



ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters or with all capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement or Owner-Contractor Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Owner concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with any procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; contesting Owner's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Owner has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and



The City of Canton

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



The City of Canton

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



The City of Canton

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

40. *Subcontractor*—An individual or entity having a *direct* contract with Contractor or with any other Subcontractor for the performance of a part of the *Work*.
41. *Substantial Completion*—The time at which the *Work* (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the *Work* (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the *Work* (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the *Work* refer to Substantial Completion thereof. Substantial Completion is further defined as (i) that degree of completion of the Project’s operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the *Work*; ii) all required functional, performance, and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control; and (iii) all traffic control and safety devices are in place and operational to the satisfaction of Engineer in accordance with the requirements of the Specifications.
42. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
43. *Supplementary Conditions*—The part of the Contract Documents that amends or supplements these General Conditions.
44. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the *Work* by Contractor or a Subcontractor.
45. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
46. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
47. *Unit Price Work*—Work to be paid for on the basis of unit prices.
48. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. *Work* includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.



49. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to respond to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

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

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents; or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

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

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

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

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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



The City of Canton

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

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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



The City of Canton

2.05 *Initial Acceptance of Schedules*

- A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and Owner.
 - 1. The Construction/Progress Schedule shall be prepared as provided in the Contract Documents.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. For non-unit price Work, Contractor's Schedule of Values will be acceptable to Owner and Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work. Such prices shall be broken down into labor & materials. Once approved by the Owner and Engineer, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Owner and Engineer's written approval. The Owner and/or Engineer thereafter may from time to time require the Contractor to adjust such schedule if the Owner and/or Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Owner and/or Engineer within ten (10) days.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

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



The City of Canton

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

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of Owner's officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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

Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or Contractor failed to perform its obligations under the Instructions to Bidders.
4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction or work constructed without notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15).

B. *Resolving Discrepancies:*

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



The City of Canton

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

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.
3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over the general instructions or specifications.

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by filing a Claim.
- C. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its

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

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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



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

4.04 *Progress Schedule*

A. Contractor shall adhere to the Construction Schedule established in accordance with the Contract Documents.

1. **The Date for Substantial Completion shall be changed or modified only by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the date in the Construction Schedule.**

2. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.

3. The Contractor's obligation to furnish scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Engineer or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

B. THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.

1. **Notice of Delays.** As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business

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

4.05 *Delays in Contractor's Progress*

A. Excusable, Compensable Delays. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Non-Excusable Delays. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. Excusable, Non-Compensable Delays. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the



The City of Canton

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

- 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. weather conditions as provided in Paragraph 4.05.H;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or

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

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

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

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

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a Notice of



The City of Canton

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

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

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

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

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, alleged to have been caused by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

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



The City of Canton

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

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Agreement identifies:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.
4. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, interpolations and extrapolations of Technical Data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15),



The City of Canton

notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding determine conditions for the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition and indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew or should have known of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written



The City of Canton

statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, or by others. Unless it is otherwise expressly provided elsewhere in these Modified General Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30;
 - b. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - c. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; and determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or



The City of Canton

actual location of the Underground Facility in question;

- b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
- d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Agreement identifies:

1. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report

prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work



in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have

such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a Contract Bond in the amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on



The City of Canton

Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.
- G. *Material Default or Termination.* If the Owner notifies the Contractor’s surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to

inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer’s making such records available as provided herein shall satisfy the Owner’s obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written reports or documents.

If the Owner terminates the Contract and the surety proposes to take over the Work, the surety shall do so no later than the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor’s employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety’s obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 6.01.G, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor’s scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 6.01.G is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor’s obligations.

In the event of the Contractor’s termination and if the surety does not takeover the Work



The City of Canton

as provided in this Paragraph 6.01.G, the Owner may take possession of and use all materials, facilities, and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Contract Documents.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Modified General Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Modified General Conditions, or elsewhere in the Contract Documents), 3 certificates of insurance, copies of endorsements, or when specifically requested by the Owner, 3 certified copies of the insurance policies and a receipt evidencing full payment on the premiums, and other evidence of insurance requested by Owner establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Modified General Conditions, or elsewhere in the Contract Documents), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. By requiring such insurance and insurance limits herein, Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.



The City of Canton

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract Documents.

6.03 Contractor's Insurance

A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in these Modified General Conditions or elsewhere in the Contract Documents) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow



The City of Canton

form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Modified General Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Modified General Conditions, or required by Laws or Regulations, whichever is greater:
 - a. Commercial General Liability ("CGL"): Bodily injury (including death and emotional distress) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include: (i) Premises-Operation, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury, (ix) Stopgap liability with Ohio Intentional Tort endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.
 - b. Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each accident.
 - c. Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to



The City of Canton

\$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
6. include products and completed operations insurance.
7. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 5.02 and 7.18.
8. with respect to products and completed operations insurance remain in effect for at least two years after final payment.
 - a. Contractor shall furnish Owner and each other additional insured identified in these Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of

such insurance at final payment and one year thereafter.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.
- K. The following provisions shall also apply to the insurance provided by the Contractor:
 1. Contractor's insurance shall be primary and non-contributory.
 2. Insurance policies shall be written on an occurrence basis only.
 3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
 4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
 5. The additional insured endorsement shall be ISO 20 10 10 01 and CG 20 37 10 01 or their equivalents so that Completed Operations liability extends to the additional insured after the completion of the Project.

6.04 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Contract Documents or required by Laws and Regulations). This insurance shall:
 1. include the Owner, Engineer, and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Contract Documents to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and



The City of Canton

any corresponding sections in the Contract Documents, the parties required to be insured shall collectively be referred to as “insureds.”

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Contract Documents. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.
 8. allow for the waiver of the insurer’s subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the



The City of Canton

purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.05 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or

subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Modified General Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss



The City of Canton

referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Modified General Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in

interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, Shut Down Dates as defined in the Agreement, or any City-recognized holiday.



The City of Canton

Contractor may perform Work outside regular working hours or on Saturdays, Sundays, Shut Down Dates as defined in the Agreement, or legal holidays only with Owner's written consent, which will not be unreasonably withheld. Contractor (and Subcontractor) regular working hours consist of 8 up to 10 working hours within an 11-hour period between 7:00 a.m. and 6:00 p.m., on a regularly scheduled basis, excluding Saturday, Sunday, and holidays. Overtime work is work in excess of 40 hours per week. Contractor must receive advanced written approval from the Owner prior to performing work on weekends or City Holidays. Approval of such weekend and/or holiday work is in the Owner's sole discretion.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Substitutions prior to the receipt of bids shall be governed by the Instructions to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.



The City of Canton

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or

equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and



The City of Canton

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- 7.06 *Concerning Subcontractors, Suppliers, and Others*
- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
 - B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract Documents to do so.
 - C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
 - D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be



The City of Canton

deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.



7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Responsibility for permits will be established by the Instructions to Bidders.
- B. A copy of each permit obtained by Owner is available at Owner's office. Contractor shall examine the permits and conform to the requirements contained therein, and such requirements are hereby made part of these Contract Documents as though the same were set forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein.

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. A Construction Tax Exempt Certificate is included with the Bid Documents.
- C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.
- D. Contractor shall withhold any income taxes due to the Owner for wages, salaries, and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of



The City of Canton

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal.
- D. Prevailing Wage Rates. If indicated in the Agreement or Instructions to Bidders, each laborer, worker, or mechanic employed by Contractor, Subcontractor, or other persons performing Work on the Project shall be paid not less than the applicable prevailing rate of wages pursuant to Ohio Revised Code Chapter 4115.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site two printed record copies of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial

Completion, for the Engineer's review and transmittal to the Owner.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Contract Documents identify any Owner's safety programs that are applicable to the Work.



- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- B. Contractor shall keep at the Site at all times during the progress of the Work as required by law a

competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surrounding, or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria,



The City of Canton

installation requirements, materials, catalog numbers, and similar information with respect thereto;

- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to

show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.



The City of Canton

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than the number of submittal reviews specified in Paragraph 15.01.E.4 of these Modified General Conditions. Engineer will record Engineer's time for reviewing a subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time in accordance with Paragraph 15.01.E.4. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- 7.17 Contractor's General Warranty and Guarantee*
- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
 - B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
 - C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation



The City of Canton

to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties, and agreements from and with all contractors, subcontractors, vendors, suppliers, and manufacturers regarding their performance, quality of workmanship, or quality of materials supplied in connection with the work. Contractor represents and warrants that all such guarantees, warranties, and agreements will be in place and enforceable by the Owner in accordance with their terms. The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligations to any entities.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold

harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the performance of the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required



The City of Canton

of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner will provide for the



coordination of the work at the Site in the Contract Documents.

8.03 *Legal Relationships*

- A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- B. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify Owner and Engineer as required under Paragraph 7.18.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these Modified General Conditions, Owner shall issue all communications to Contractor through Engineer or the Resident Project Representative.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.



9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The Engineer's duties and responsibilities during the construction period are in addition to the duties and responsibilities of the Owner's Representative, as referenced in the Agreement. The duties and responsibilities and the limitations of authority of Engineer as a representative of the Owner during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of



The City of Canton

construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. Owner may furnish a Resident Project Representative to assist Engineer at the Site, assist Engineer in providing more extensive observation of the progress and quality of the Work, and assist in carrying out the Engineer's other responsibilities under the Contract Documents and its agreement with the Owner
- B. The duties and responsibilities of the Resident Project Representative may include, but not be limited to, the following:
 1. Review schedules and amendment thereto.
 2. Attend conferences and meetings with Contractor.
 3. Serve as liaison between Owner, Engineer, and Contractor.
 4. Conduct on-site observation of the work.
 5. Observe tests, equipment, and system startups.
 6. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer and Owner, Contractor's requests for modification.
 7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site).
 8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Owner concerning acceptance of the Work.
 9. Review Payment Applications from Contractor.
- C. The Resident Project Representative shall not:
 1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment, unless authorized by Owner.

2. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
5. Accept shop drawing or sample submittals from anyone other than Contractor.
6. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

10.04 *Rejecting Defective Work*

- A. Owner has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.



- B. Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical cross section or other detail. By way of example, this provision means that if a typical trench width detail in the Drawings shows a maximum width of 30 inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30 inches. This means that the actual pay quantity could also be less than that based upon a 30 inch wide trench, if the actual trench width is smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable laws and regulations existing at the time of its bid.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor,

any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.



ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the

Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of Work Change Directive, a Claim may be made therefor as provided in Article 12.



The City of Canton

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or]
 2. where the parties do reach a mutual agreement to a lump sum, then by that mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows, and is the maximum total allowable amount:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.



11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after

receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under



The City of Canton

Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Contractor of Engineer's decisions regarding Change Proposals;
2. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

- B. *Submittal of Claim:* As a condition precedent to a change in the Contract Price or the Contract Terms, for each Claim the Contractor shall deliver

a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 21 days of the start of the underlying cause of the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, Contractor's obligation to deliver a fully completed Statement of Claim form within such 21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

- C. *Review and Resolution:* Engineer will review each Claim and, within 45 days after receipt of the Statement of Claim Form, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial. In the event the Engineer does not take action on a Claim within said 45 days, the Claim shall be denied.

- D. *Final and Binding Results:* Engineer's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invokes the dispute resolution procedures set forth in Article 17.

- E. *False or Fraudulent Claim.* The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government



would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages, and fees and expenses.

- F. *Claim Documentation.* Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment.
- G. Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the

data was reasonably available at the time of the request.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes,



The City of Canton

- workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Construction Equipment and Machinery
 - 1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor and used on the Work will be paid at a rate shown for such equipment in the latest edition of the Associated Equipment Distributors' rental rate manual. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools. Costs for equipment and machinery owned by Contractor for



The City of Canton

which Contractor is seeking monetary compensation due to the equipment and machinery being idled through no cause of Contractor will be paid at half of the Associated Equipment Distributors' rate.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Fees for permits and licenses.
- f. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- g. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- h. The cost of utilities, fuel, and sanitary facilities at the Site.
- i. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

j. The portion of the costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain, that can be attributed to this Contract.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered



The City of Canton

by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. .
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract



Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results required shall be submitted to Engineer. Testing laboratories used by Contractor are subject to the approval of Owner. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests. Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the

Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer. Tests required by the Contract Documents to be performed by Contractor that require test certificates to be submitted to Owner and Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or



The City of Canton

certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

- a. "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of Independent Laboratories.
- b. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction" as applicable.
- c. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Institute of Standards and Technology or accepted values of natural physical constants.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner or Engineer, Contractor shall, if requested by Owner or Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Owner and Engineer timely notice of Contractor's intention to cover the same and Owner and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work and so as not to delay the Project, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner or Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this



The City of Canton

sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly

attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to comply with any requirements of the Contract Documents, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within two (2) business days of a written notice from Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work, or to remove and replace, or take reasonable steps to remove and replace, rejected Work in accordance with Paragraph 14.03.D or as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under



this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- B. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. The Engineer-approved version of the Application for Payment form, which includes information on completed Schedule of Values items, is to be used by the Contractor when making an Application for Progress Payment. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least by the 20th day of the month (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application, and any other supporting documentation required by the Contract Documents or by the Engineer. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld; including a certification that Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment, all using the form provided by Owner and included in the Project Manual.
3. *Retainage.* Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to



The City of Canton

Contractor, no additional funds shall be retained from payments for labor.

4. Contractor shall submit one original (unless a different quantity is otherwise agreed upon) on 8-1/2 by 11 paper of each lien waiver submitted.
 5. Contractor shall submit six copies (unless a different quantity is otherwise agreed upon) of each pay request for approval.
 6. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.
 7. All stored equipment and materials for which payment is requested shall have five copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
 8. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.
 9. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.
- C. *Review of Applications:*
1. Engineer will, within 10 working days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner



The City of Canton

- or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents; or
 - f. the Contractor is in default of any other Agreement it has with the Owner.
- D. Payment Becomes Due:*
1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be submitted to the appropriate funding sources for processing (up to 90 days) and payment to contractor.
- E. Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal



The City of Canton

- reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.
4. Items entitling Owner to retain set-offs from the amount recommended include, but are not limited, to the following:
 - a. Owner compensation to Engineer at an average rate of \$200 per each extra personnel hour for labor plus expenses, if applicable, because of the following Contractor-caused events:
 - 1) Return visits to manufacturing facilities to witness factory testing or retesting;
 - 2) Submittal review in excess of two reviews by Engineer for substantially the same Submittal, in accordance with Paragraph 7.16.E of these Modified General Conditions;
 - 3) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby, in accordance with Paragraph 7.05 of these Modified General Conditions; and
 - 4) Overtime worked by Contractor necessitating Engineer or anyone else to work overtime in accordance with Paragraph 7.02 of these Modified General Conditions.
 - b. Liability for liquidated damages incurred by Owner as set forth in the Contract Documents.
- ### 15.02 Contractor's Warranty of Title
- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.



15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than thirty (30) days. The Contractor shall complete all items on the list within such 30-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect



The City of Canton

and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.
5. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.



15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. a Contractor's Waiver and Release Agreement for itself as of the date of Final Application for Payment and Subcontractors-Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.
3. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

4. If Contractor is required to pay prevailing wages, prior to final payment and in accordance with ORC 4115.05, Contractor and its Subcontractors shall each file with Owner an affidavit certifying their compliance with ORC 4115.03 to ORC 4115.16 regarding wages.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-



The City of Canton

offs allowed under the provisions above with respect to progress payments) will become due and will be submitted to appropriate funding sources for processing (up to 90 days) and paid to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or limitation upon, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by



written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) three business days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within three business days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.



The City of Canton

16.03 *Owner May Terminate For Convenience*

- A. Upon three business days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including compensation as set forth in the schedule of values or Bid Form in the case of unit prices;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 90 days to pay

Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 90 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Litigation, Settlement, Methods, and Procedures.*
1. Any dispute, claim, or other matter not settled by negotiation or mediation, shall be determined by the Court of Common Pleas for Stark County, Ohio, which shall be exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court.
 2. In addition to Owner's entitlement to attorneys' fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs, and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be



The City of Canton

without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorneys' fees, costs, and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the State of Ohio.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.09 *Equal Employment Opportunity and Non-Discrimination.*

- A. The Contractor shall comply with, and shall require all Subcontractors of any tier to comply with, the applicable equal employment opportunity and non-discrimination statute and regulations of the State of Ohio.

Signature and Proposal Pages

Signature Page

GP 1248 - 13th St. NW Reconstruction, PID 104873

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 **GP 1248 - 13th St. NW Reconstruction, PID 104873** 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.

Canton, Ohio
13th Street NW Reconstruction
G.P. 1248, PID 104873
Bid Tab

Ref. No.	Item No.	Item Ext.	Item	Units	Quantity	Material Unit Cost	Labor Unit Cost	Total Unit Cost	Total Item Cost
1	202	23000	Pavement Removed	Sq. Yd.	10,225				
2	202	30000	Walk Removed	Sq. Ft.	656				
3	202	32000	Curb Removed	Ft.	3,406				
4	203	10000	Excavation	Cu. Yd.	393				
5	204	10000	Subgrade Compaction	Sq. Yd.	11,037				
6	252	01500	Full Depth Pavement Sawing	Ft.	128				
7	608	12001	5" Concrete Walk , As Per Plan	Sq. Ft.	11,653				
8	608	98000	Walkway, Misc.: Concrete Base	Sq. Ft.	1,890				
9	SPEC	13000	Brick Walkway Pavers	Sq. Ft.	1,890				
10	SPEC	11000	Tree Frame and Grate	Each	21				
11	609	26001	Curb Type 6, As Per Plan	Ft.	3,406				
12	605	06020	4" Base Pipe Underdrains with Fabric Wrap	Ft.	3,406				
13	659	10000	Seeding and Mulching	Sq. Yd.	939				
14	301	46000	Asphalt Concrete Base, PG64-22	Cu. Yd.	1,616				
15	304	20000	Aggregate Base	Cu. Yd.	1,804				
16	407	10000	Tack Coat	Gal.	971				
17	407	14000	Tack Coat for Intermediate Course	Gal.	971				
18	424	10000	Fine Graded Polymer Asphalt Concrete, Type A	Cu. Yd.	202				
19	441	50300	Asphalt Concrete Intermediate Course, Type 2, (448)	Cu. Yd.	607				
20	452	11010	7" Non-Reinforced Concrete Pavement, QC1	Sq. Yd.	230				
21	611	98634	Catch Basin Reconstructed to Grade, As Per Plan	Each	14				
22	611	99655	Manhole Adjusted to Grade, As Per Plan	Each	11				
23	611	10400	24" Conduit, Type B	Ft.	50				
24	611	99586	Manhole, No. 3 w/108" Base I.D. & 12" Weir	Each	1				
25	895	10040	Manufactured Water Quality Structure, Type 4	Each	1				
26	611	97400	Conduit, Misc.: 10" Force Main, Concrete Lined Ductile Iron Pipe, AWWA C151	Ft.	707				
27	611	97200	Conduit, Misc.: 6" Dezurik Eccentric Plug Valve w/H.D. Valve Box	Each	1				
28	611	97200	Conduit, Misc.: 10" Dezurik Eccentric Plug Valve w/H.D. Valve Box	Each	3				
29	611	97200	Conduit, Misc.: 6" Flanged Clow Eccentric Plug Valve w/ Complete Bypass Assembly Included	Each	1				
30	611	97400	Conduit, Misc.: 8" Conduit, Type B, PVC SDR-35	Ft.	375				
31	611	97400	Conduit, Misc.: Sewer Televising Inspection and Documentation, 8" Dia.	Ft.	375				
32	611	99690	Manhole, Misc.: City of Canton SCD No. 10 Precast Sanitary Manhole	Each	3				
33	SPEC	17000	Connection to Existing Lift Station Force Main Discharge	Lump	1				
34	SPEC	17000	Connection to Existing 10: Sanitary Force Main	Lump	1				
35	SPEC	17000	Bypass Pumping	Lump	1				
36	SPEC	17000	Abandon Existing 10" Sanitary Force Main	Lump	1				
37	SPEC	17000	Core Existing Lift Station Wet Well	Lump	1				
38	832	15000	Storm Water Pollution Prevention Plan	Lump	1				
39	832	30000	Erosion Control	Each	18,500				
40	625	25408	Conduit, 2", 725.051	Ft.	3,115				
41	625	25504	Conduit, 3", 725.051	Ft.	1,760				
42	625	31600	Pull Box, Misc.: 725.06, 13"x24"	Each	5				
43	625	31600	Pull Box, Misc.: 725.06, 17"x30"	Each	8				
44	625	31600	Pull Box, Misc.: 725.06, 36"x36"	Each	2				
45	625	32001	Ground Rod, As Per Plan	Each	12				
46	625	14501	Light Pole Foundation, As Per Plan	Each	12				
47	630	85100	Removal of Ground Mounted Sign and Reerection	Each	4				
48	644	00200	Lane Line, 4"	Mile	0.61				
49	644	00300	Center Line	Mile	0.32				
50	644	00400	Channelizing Line, 6"	Ft.	220				
51	644	00500	Stop Line	Ft.	66				
52	644	01100	School Symbol Marking, 72"	Each	1				
53	644	01300	Lane Arrow	Each	6				
54	614	11000	Maintaining Traffic	Lump	1				
55	614	11110	Law Enforcement Officer with Partol Car For Assistance	Hour	160				
56	614	13000	Asphalt Concrete for Maintaining Traffic	Cu. Yd.	200				
57	623	10000	Construction Layout Staking	Lump	1				
58	624	10000	Mobilization	Lump	1				
Total									

For informational purposes only. Unit Prices will govern.