

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCES MANAGEMENT**

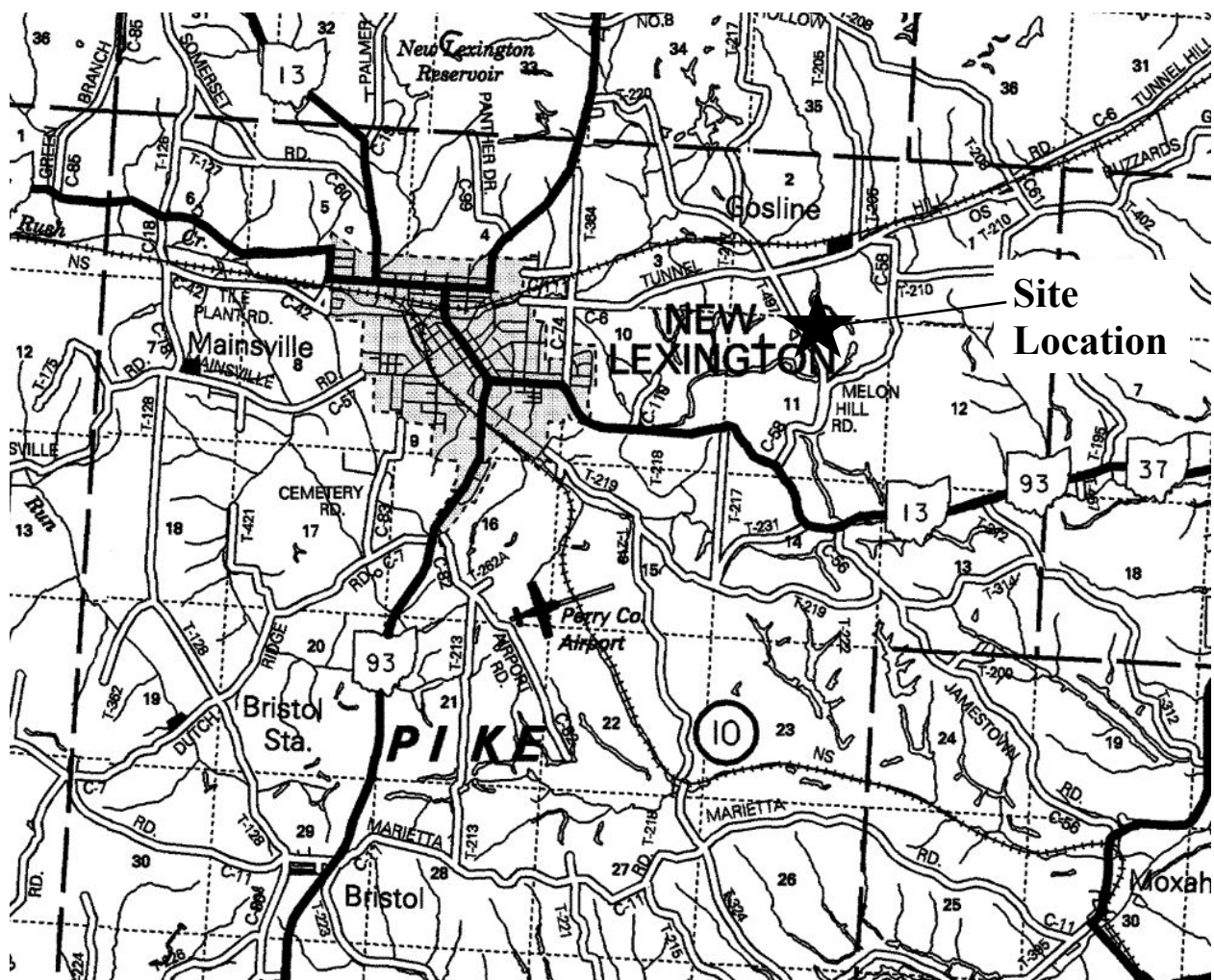
**GOSLINE H2OHIO AMD
PERRY COUNTY, OHIO
PROJECT NUMBER PR-Pk-50**

PROJECT DESCRIPTION

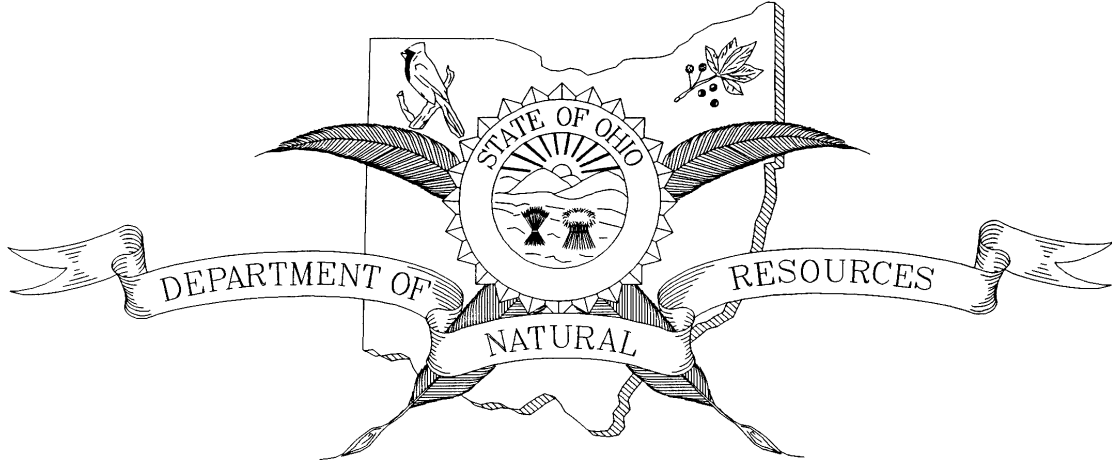
The Gosline H2Ohio AMD Project is located in Pike Township of Perry County along Township Road #497. Starting at the Kroger in New Lexington, Ohio travel South on Carroll Street for 0.25 miles and turn left onto Tunnel Hill Road (C.R. 6). Proceed East on Tunnel Hill Road for 1.75 miles and turn right onto Township Road #497. Travel South on Township Road #497 for 0.25 mile and the project site is located on either side of the road. The closest address is 1435 Melon Hill Road, New Lexington, OH 43764. Coordinates for the site are Latitude: 39.71767 & Longitude: -82.17066.

This project consists of the regrading of approx. twelve (12) acres of barren mine spoil. This spoils shall then be capped with approx. twenty-seven thousand (27,000) tons of off-site borrow material. This project also includes the removal/backfilling of approx. one (1) acre of open water acid mine drainage pit impoundment and the backfilling of the associated highwall with approx. one hundred and twenty thousand (120,000) cubic yards of fill by utilizing on-site borrow materials. Once the site is final graded it shall be fertilized, seeded and mulched. Additional work items shall include but not limited to clearing and grubbing of approx. thirty-six (36) acres, installation of concrete block lined channel, rock lined channels, underdrains and outlet piping, construction of a stoned entrance aprons and permanent access roads, impoundment dewatering, installation of a concrete headwall and catch basin, construction of rock berms, installation of a fifteen (15) inch culvert, liming of barren soils and cleanout of multiple existing forty-two (42) inch elliptical concrete roadway culverts.

The project officer for this project is Jeff Calhoun in the Zaleski Office (740) 274-4954, and the project engineer is Ron Warner, P.E. in the Cambridge Office (740) 303-4209.



LOCATION MAP
NOT TO SCALE



DIVISION OF MINERAL RESOURCES MANAGEMENT

STATE OF OHIO

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINERAL RESOURCES MANAGEMENT

2045 MORSE ROAD

BUILDING H, SECOND FLOOR

COLUMBUS, OHIO 43229-6693

NOTICE TO BIDDERS

INSTRUCTIONS AND GENERAL CONDITIONS

DETAILED CONDITIONS

DETAILED SPECIFICATIONS

**FORM OF PROPOSAL AND BOND
FOR**

GOSLINE H2OHIO AMD PROJECT

**PIKE TOWNSHIP, PERRY COUNTY, OHIO
RECLAMATION PROJECT NUMBER: PR-Pk-50**

This document was originally issued by Ronald A. Warner, P.E.
This document is **NOT** considered a sealed document.
For bidding purpose only.

Ronald A. Warner, P.E.

NOTICE TO BIDDERS

Electronic bids will be received by the Ohio Department of Natural Resource's Division of Mineral Resources Management (ODNR-DMRM) through Bid Express: www.infotechinc.com/bidexpress until **January 8, 2025 AT 1:30 PM** and opened thereafter for furnishing the materials and performing the labor for the execution and construction of:

PROJECT NAME: Gosline H2Ohio AMD

PROJECT NUMBER: PR-PK-50

in accordance with the plans and specifications prepared by the ODNR-DMRM, COLUMBUS, OHIO. BIDS WILL BE OPENED ONLINE. The construction completion date for this project is **November 8, 2025**. THE ESTIMATE FOR THIS PROJECT AS DETERMINED BY THE DIVISION OF MINERAL RESOURCES MANAGEMENT IS **\$3,035,625.00**.

A MANDATORY pre-bid meeting will be held on December 18, 2024 AT 10:00 AM, at the project site.

It is the intent of the ODNR-DMRM to commence the pre-bid meeting at the designated time. Prior to commencement of the meeting, an attendance sign-in form shall be distributed among the contractors present. This form will be collected by ODNR-DMRM staff when the pre-bid meeting begins. Only those contractors signed in prior to collection of the form who remain in attendance through the discussion of the plans and detailed specifications shall be deemed present for the purpose of determining eligibility for bid submission acceptance. Participation in the site viewing subsequent to the completion of the discussion of the detailed specifications will not be required in establishing attendance. **NO PLANS OR SPECIFICATIONS WILL BE AVAILABLE AT THE PRE-BID MEETING.**

Copies of the plans, specifications, proposal forms, project description and map will be available on Bid Express. A copy of the plans and specifications will be available for public review during normal business hours at ODNR-DMRM, 2045 Morse Road, H-2, Columbus, Ohio 43229. For information regarding the project, the primary contact person is the **Project Engineer, Ron Warner, P.E.**, at the Cambridge District Office (740) 303-4209. Or in their absence you may contact the **Project Officer, Jeff Calhoun**, at the Zaleski District Office (740) 274-4954.

Each proposal must be accompanied by a BID GUARANTY, meeting the requirements of Section 153.54 of the Ohio Revised Code.

CONTRACTORS ARE ADVISED THAT EQUAL EMPLOYMENT OPPORTUNITY CONDITIONS ARE APPLICABLE TO THIS PROPOSAL IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 153.59 AND 125.111 OF THE OHIO REVISED CODE. THIS PROJECT IS SUBJECT TO A 5% EDGE PARTICIPATION GOAL IN ACCORDANCE WITH THE PROVISIONS OF O.R.C. SECTION 123.152 AND O.A.C. 123:2-16-08. **DAVIS BACON WAGE RATES ARE APPLICABLE TO THIS CONTRACT, THE CONTRACTOR AGREES TO COMPLY WITH ALL PROVISIONS OF THE DAVIS BACON ACT AS AMENDED (40 U.S.C 3141-3148).**

CONTRACTORS ARE FURTHER ADVISED THAT, IF AWARDED THE CONTRACT, BOTH THE CONTRACTOR AND ITS SUBCONTRACTOR(S) SHALL PERFORM NO SERVICES REQUESTED UNDER THIS CONTRACT OUTSIDE OF THE UNITED STATES IN ACCORDANCE WITH EXECUTIVE ORDER 2019-12D.

Sealed proposals shall be submitted online through Bid Express. No bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof. Contact Melissa Price at 614-265-6369 with any questions regarding bidding.

The Director of Natural Resources reserves the right to reject any or all bids, or to accept the bid which embraces such combination alternate proposals as may promote the best interest of the State.

APPROVED FOR PUBLICATION IN:

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PERRY COUNTY, OHIO
PROJECT NUMBER PR-Pk-50**

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**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCES MANAGEMENT**

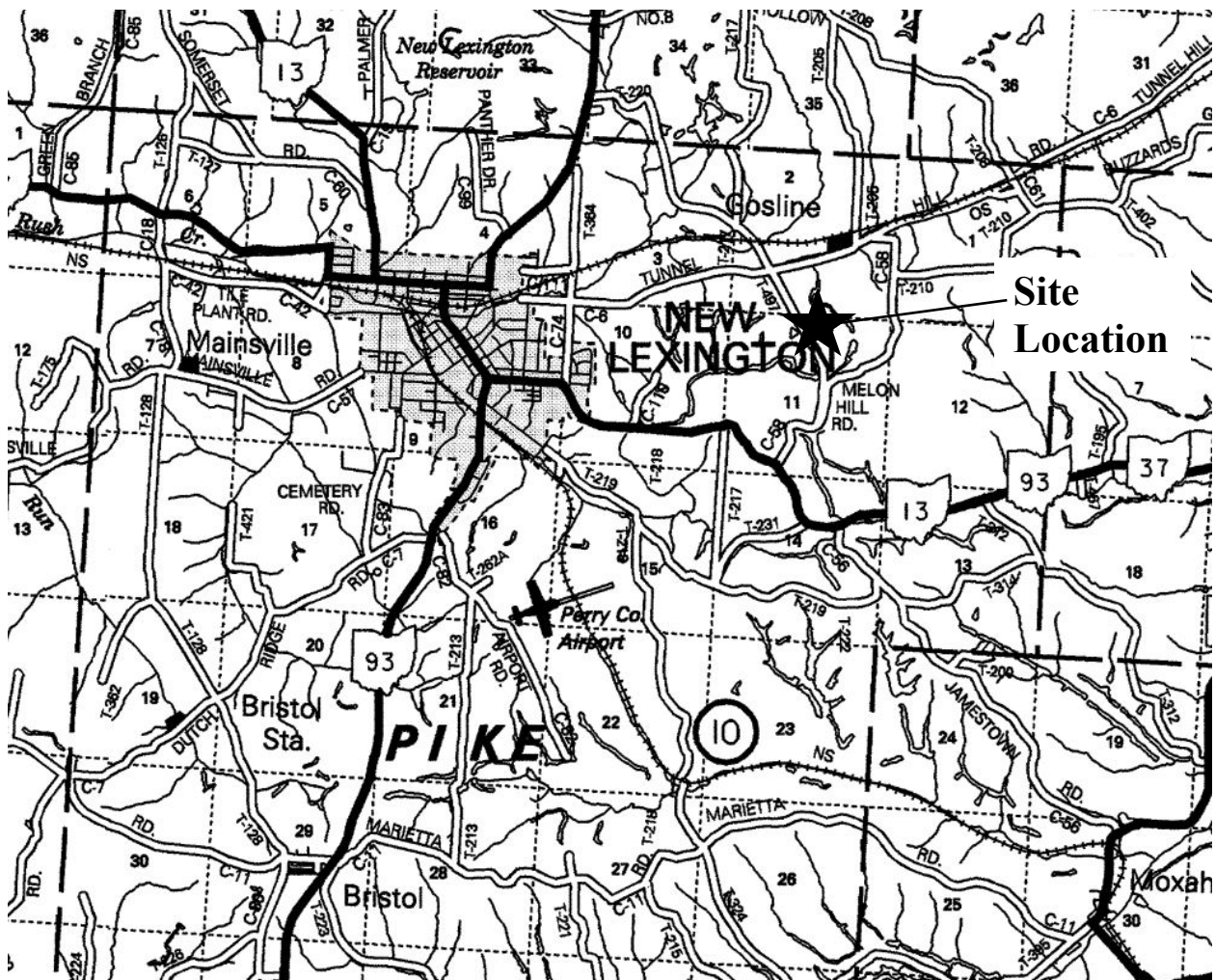
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LOCATION MAP
NOT TO SCALE

BID GUARANTY AND CONTRACT BOND
SECTION 153.571 Ohio Revised Code

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal and _____

(Name of Surety)

_____ as Surety, are hereby held and firmly bound
unto the State of Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the

Principal to the Obligee on _____

to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate bids 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 above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred 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 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 will pay the Obligee the difference not to exceed ten percent 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 void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials suppliers 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 said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it 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 COMPANY ADDRESS:

_____ Street

BY: _____

_____ City State Zip

TITLE: _____

SURETY: _____

SURETY AGENT'S ADDRESS:

_____ Agency Name

BY: _____

Attorney-in-Fact

_____ Street

_____ City State Zip

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

PART 1 - GENERAL INFORMATION

The construction work called for within this Bidding Package involves work for the State of Ohio, Department of Natural Resources (ODNR), Division of Mineral Resources Management (the Division), as Owner. Contractors submitting bids on this project are to carefully follow the instructions of this Section to ensure that their bids are responsive to the requirements as presented herein. Questions concerning the construction work called for or questions concerning the bidding requirements may be referred to the contacts listed in the Notice to Bidders. For a detailed description of the work, please refer to the project drawings and Detailed Specifications.

PART 2 - PROJECT TIMETABLE

2.1 Recommendation of Award of Contract

The Chief of the Division normally makes a Recommendation of Award of Contract to the Director of ODNR within one week following the opening of the bids. Bid tabulations will then be forwarded to all Bidders following the approval of the of Contract by the Director.

2.2 Execution of the Contract

Normally, the Contract will be signed by the lowest responsive and responsible Bidder within sixty (60) days after the opening of the bids. The Contract is executed when signed by both the lowest responsive and responsible Bidder and the Director of ODNR.

2.3 When Work is to Begin

A Notice to Proceed will be issued following the execution of the Contract. Each Bidder's attention is directed to the requirement that all Contractors be prepared to begin work within ten (10) calendar days following the receipt of the Notice to Proceed. The pre-construction meeting will also normally be held within this ten (10) day period. (Refer to Part 5 of Section 01000).

2.4 Construction Completion Date

It is understood and agreed that the work embodied in this Contract shall be completed on or before the date specified on the Form of Proposal, unless an extension of time is granted in a written Change Order signed by the Chief or his authorized representative. Failure to complete the work by the completion date shall subject the Contractor to liquidated damages as described in Part 28 of Section 01000. This completion date includes an allowance of sixty (60) days for the period between the opening of the bids and the Notice to Proceed. If requested by the Contractor, an extension of time for completion of the work may be granted for each day beyond the sixty (60) day period if the delay in Contract execution is due to the fault of the Division. However, no extension will be granted by the Division for delays by the Contractor in submitting the necessary documents required for Contract execution.

PART 3 - EXAMINATION OF BID PACKAGE DOCUMENTS

3.1 Completeness of Bid Package

The Contract Documents are intended to be complete for the preparation and submittal of bids. However, the Bidder shall verify that all material issued, including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, the Bidder shall so notify the Division, and the missing item(s) will be forwarded to the Bidder. After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

3.2 Bidder's Responsibility to the Project

The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has and will comply with all provisions of the Contract Documents, that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performance of the work, and that the Bidder has thoroughly reviewed the Contract Documents and has included all required labor and material.

NOTE: Since it is not standard practice to detail all controls, wiring, piping, and appurtenance, etc. required to render each piece of equipment functional on the drawings, the Bidder is cautioned to ensure that the bid includes all such items necessary to permit the equipment to function as intended in a manner that meets all applicable codes and provides a complete and operational system.

3.3 Conflicts in the Documents

Should any requirement in the drawings and/or specifications for the project appear to a Bidder to disagree with other requirements in the Contract Documents, or if a Bidder is unsure of the intent or meaning of any requirement of the Contract Documents, the Bidder shall immediately so notify the Division in writing. If such notifications are received by the Division by the date of the pre-bid meeting, the Division may issue a written clarification or an Addendum to all parties recorded by the Division as having received the bidding documents.

3.4 Use of Documents for Other Purposes

The Division, in making the Contract Documents available, does so only for the purpose of obtaining bids for the work and does not confer a license or grant for any other use.

PART 4 - EXAMINATION OF THE SITE

4.1 Site Visit

The Bidder's attention is directed to the necessity of examining the site of the proposed work. Before submitting a bid, the Bidder is required to be fully informed of the conditions relating to the cost of construction materials and labor under which the work will be prosecuted and shall make whatever site investigations or site tests deemed necessary. Bidder must gain approval/authorization from the Division prior to any Bidder entering the site, excluding the site visit associated with the pre-bid meeting.

Attendance at the pre-bid meeting by the Bidder or Bidder's representative is **mandatory**. Failure to attend the pre-bid meeting will be grounds for rejection of a bid. Each attendee may represent only one Bidder.

It is the intent of the Division to commence the pre-bid meeting at the designated time. Prior to commencement of the meeting, an attendance sign-in form shall be distributed among the contractors present. This form will be collected by Division staff when the pre-bid meeting begins. Only those contractors signed in prior to collection of the form who remain in attendance through the discussion of the detailed specifications shall be deemed present for the purpose of determining eligibility for bid submission acceptance. Participation in the site viewing after the completion of the discussion of the detailed specifications will not be required in establishing attendance.

4.2 Understanding of the Site and Work

The submission of a proposal will be deemed an acknowledgment that the conditions and difficulties that may be encountered in the execution of the work are fully and completely understood, that the drawings, specifications and form of Contract are fully understood, and that the methods and means of carrying out the Contract by the Contractor must be such that they will not cause any interruption or interference with the work of any other Contractor, except as may be authorized with the consent and approval of the Division.

4.3 Availability of Design Reports

Reference is made to the Detailed Specifications for the identification of those reports, investigations, and tests of subsurface and latent physical conditions at the site or otherwise, which have been relied upon by the Division in preparing the Contract Documents. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents unless otherwise indicated. Upon request, these documents will be made available to the Bidder.

4.4 Extent and Locations of Surface and Subsurface Conditions

The Contract Documents show existing surface and subsurface conditions likely to affect the prosecution of the work insofar as they have been determined, but the information shown is not guaranteed as being correct and/or complete. The Bidder is expected to examine the Contract Documents, the existing surface and subsurface conditions and other sources of information, as deemed necessary, to determine the potential circumstances affecting cost of work or time required for its completion.

PART 5 - SUBLETTING OF CONTRACT

The Contractor shall perform, with its own work force, work amounting to not less than fifty-one percent (51%) of the total cost. It is further a requirement of these Contract Documents that each subcontractor utilized by the Contractor at this project must perform at least fifty percent (50%) of the subcontracted amounts with their own work force.

The term "own work force" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented/leased by the Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime Contractor. An assignment of Contract work is considered synonymous with a subcontract to perform work.

PART 6 - BID GUARANTY/CONTRACT BOND REQUIREMENTS

All Bid Guarantees must be satisfactory to the Ohio Department of Natural Resources, must be made payable to the State of Ohio, Department of Natural Resources, and must satisfy Section 9.311 of the Ohio Revised Code. The costs for all Bid Guarantees and Contract Bonds shall be incorporated into the cost of the various items of work.

The Bid Guaranty requirements for this Contract may be met by either one of two ways:

OPTION A. By submitting, with the Form of Proposal, a properly executed Bid Guaranty and Contract Bond. If this option is utilized, the Bid Guaranty and Contract Bond form found in the package must be used (located at the front of this bid package) without change of wording and must be for the full amount of the bid plus all additive alternates. If subtractions from the bond amount are made for deductive alternatives, the bond will be insufficient, and the bid will be rejected.

The Bid Guaranty and Contract Bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. If the Bidder's surety is a foreign corporation, any requirement for countersignature or payment of a fee or commission that the surety's state of domicile would impose on an Ohio surety doing business in the surety's state of domicile shall be imposed on the Bidder's surety pursuant to Section 3905.41 of the Ohio Revised Code. The name and address of both the surety and surety's agent must appear on the Bid Guaranty and Contract Bond. The surety's corporate seals must also be affixed to all copies. The Bid Guaranty and Contract Bond must be supported by credentials showing the power of attorney of the agent, the bonding company Certificate of Compliance, and the financial statement of the bonding company.

OR

OPTION B. By submitting, with the Form of Proposal, a Bid Guaranty in lieu of the Bid Guaranty and Contract Bond referred to above. The Bidder may submit a Bid Guaranty as provided in Division C of Section 153.54 of the Ohio Revised Code in the form of a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code.

The amount of the submitted certified check, cashier's check or letter of credit shall be equal to ten percent (10%) of the base bid plus all additive alternates and shall be made payable to the State of Ohio, Department of Natural Resources. If subtraction from the guaranty amount is made for a deductive alternate, the guaranty will be insufficient, and the bid will be rejected. If this option is utilized, such Bid Guaranties shall be held by the Division until the successful low Bidder files the proper Contract Bonds as required in Part 3 of Section 0400.

The certified check, cashier's check or letter of credit will be returned to the lowest responsive and responsible Bidder upon filing of the bond required in Section 153.54(C) of the Ohio Revised Code (refer to Part 3.1 of Section 0400).

If this option of compliance is utilized, the Bidder must furnish with the bid a statement from a responsible surety to the effect that if the Bidder is selected to enter a Contract, the surety will provide the necessary Contract Bond for the full amount of the bid.

PART 7 - INSURANCE REQUIREMENTS

The Bidder shall either submit satisfactory proof of insurance as described in Parts 4, 5, and 6 of Section 00400, or in lieu of proof of insurance shall furnish acceptable certification by an insurance company licensed to do business in Ohio that it will furnish the required kinds and amounts of insurance to the Bidder if he enters a Contract with the Division.

PART 8 - WAGE RATE REQUIREMENTS

Davis Bacon Wage Rates are applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics; and

(2) the Contractor performing construction covered by Davis-Bacon labor standards must post an "Employee Rights under the Davis-Bacon Act" poster and the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

The Contractor shall also comply with all additional requirements, which are outlined in Part 1 of Section 00200.

PART 9 - PERMIT AND INSPECTION REQUIREMENTS

The Division will obtain and pay for all building, EPA (the requirements listed in Part 21 of Section 01000 must be always complied with), and U.S. Army Corps of Engineers permits unless otherwise specified in the Detailed Specifications. The Bidder shall include in its bid the costs to obtain and pay for all other requirements, including but not limited to, all certificates of inspection/operation, all tests, guarantees, licenses, inspections for occupancy, etc. required by the Contract Documents for the proper execution of the work. The costs for these items shall be incorporated into the various items of work.

Unless it is specifically stated to the contrary in the Detailed Specifications, the Contractor shall always be responsible for the performance and payment of all testing required by the Chief to ensure that the work is being performed in accordance with the Contract Documents. These tests shall include, but not be limited to, all necessary tests for soil compaction, rock durability, rock sizing, concrete testing, etc. The costs for these items shall be incorporated into the various items of the work.

The Contractor shall also be responsible for determining and paying for the permits, bonds, etc. required by the applicable governmental agencies relating to the use of, or work, adjacent to or on their roadways. The cost of these items shall be included in the various costs of the work.

PART 10 - TAX EXEMPTION INFORMATION

Material purchased for use and incorporation into the proposed work may be exempt from the State of Ohio sales tax as provided for in Section 5739.02 of the Ohio Revised Code and from the State of Ohio use tax, Section 5741.01. The amount for "Materials" entered in the Bid Schedule by the Bidder will be considered to reflect the amount of exemption claimed under this provision. However, purchases by the Contractor of expendable items such as form lumber, tools, oils, greases, fuels, or equipment rentals, are subject to the application of the Ohio sales or use tax. The necessary exemption forms will be furnished by the Division to the lowest responsive and responsible Bidder upon request.

PART 11 - BIDDER'S AFFIDAVITS

Each Bidder, in submitting its bid, states that neither the Bidder nor its employees, agents, representatives, successors or assigns has paid or agreed to pay, directly or indirectly, to any person, firm, corporation or employee of the State any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agrees that no such money or reward will be hereafter paid.

The lowest responsive and responsible Bidder may be a corporation not incorporated under the laws of the State of Ohio. In such case, the lowest responsive and responsible Bidder must submit a certificate from the Secretary of State showing that the successful Bidder is authorized to do business in the State of Ohio. Further, if the lowest responsive and responsible Bidder is a foreign corporation, the Bidder must file a written appointment of a designated agent upon whom process against the corporation may be served in Ohio pursuant to Section 1703.041(A) of the Ohio Revised Code. If the lowest responsive and responsible Bidder is an individual who is not a resident of Ohio, the Bidder shall be deemed to have designated the Ohio Secretary of State as Bidder's agent for service of process as provided at Sections 4123.751 et seq. of the Ohio Revised Code and as may be provided elsewhere by Ohio law.

PART 12 - AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (EEO)

12.1 EEO Certificate of Compliance Requirement

Before a Contract can be entered into, the Bidder must possess a valid EEO certificate of compliance with affirmative action programs obtained from the State of Ohio EEO Coordinator (614) 466-8380. Please refer to Part 2 of Section 00300 for more information.

12.2 Affirmative Action Compliance

The provisions of Section 153.59 of the Ohio Revised Code, relating to equal employment opportunity, apply to this project. The Bidder must furnish evidence of compliance by one of the two following options:

OPTION A. Prior to the bid opening, signing the Certification Clause provided on the preprinted bid envelope, adopting the goals and timetables set out in Appendices A and B of the State Equal Employment Opportunity Bid Conditions and fulfilling the requirements contained therein (for further information see Part 3 of Section 0300);

OR

OPTION B. Submitting with the bid an Affirmative Action Plan that has been approved by the State Equal Employment Opportunity Coordinator prior to the opening of the bids. If you are submitting a previously approved Affirmative Action Plan for this project, check the applicable box on the pre-printed mailing label. The Affirmative Action Plan must be submitted with the bid, along with the letter of approval by the State EEO Coordinator (for further information, see Part 4 of Section 00300).

Each Bidder must sign the Certification Clause provided on the pre-printed mailing label prior to the opening of the bids.

NOTE: Compliance with all minority and female EEO requirements is necessary throughout performance on this Contract.

PART 13 - BASIS OF BID PRICES

Bid prices shall be based on the Contract Documents, including all Addenda. Bid prices shall include all costs and expenses to be incurred by the Bidder in performing the work of the Contract.

PART 14 – BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

This Project is subject to the Buy America Domestic Procurement Preference and this requirement should be taken in today consideration for the purposes of bidding. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on this program/preference please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website:

www.whitehouse.gov/omb/management/made-in-america/.

PART 15 - STANDARDS AND SUBSTITUTIONS

The Division may identify an item as a “standard” by reference to manufacturer and/or model number. All bids will be evaluated based on that standard. The Division will not consider a bid in which a substitution for the standard is offered. After the Contract is executed, the Contractor may make a proposal for a substitution of a standard.

PART 16 - ADDENDA

The Division may issue an Addendum and will provide such by electronic transmission to all parties recorded by the Division as having attended the pre-bid meeting. The Addendum will be available for viewing and download from Division's Electronic Processing System along with all other contract documents. Each Bidder shall ensure that its bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda shall not release the Bidder from all obligations contained in such Addenda. All Addenda shall become part of the Contract Documents. No other interpretations or clarifications issued prior to the opening of the bids will have legal effect. Receipt of Addenda shall be noted on the Bid Schedule.

Any Addendum shall be deemed to have been validly given if it is delivered via electronic transmission or published on the Division's Electronic Processing System. If any Addendum is issued within seventy-two (72) hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

Any interpretation or clarification of the Contract Documents made by any person other than the Division, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.

The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents, any discrepancy on or between Contract Documents, or incorrectly assumed conditions regarding the nature or character of the work if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.

PART 17 - BIDS FOR ALTERNATES

Any bid that does not include the base bid plus every alternate may be rejected as being non-responsive. The Division may select any combination or reject any or all bids, as best serves the interest of the Division. The lowest responsive and responsible Bidder will be determined by using a total of the base bid or the base bid and selected alternates.

PART 18 - ALLOWANCES

The Contractor's bid shall include all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Division may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

Unless otherwise provided in the Contract Documents:

- a. These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowances delivered at the site, and all applicable taxes; and
- b. The Contractor's costs for unloading and handling on the site, labor installation costs, overhead, profit and other expenses contemplated for the original allowances shall be included in the bid and not in the allowance; and
- c. Whenever the cost is more than or less than the allowance, the Contract Documents shall be adjusted accordingly by Change Order.

PART 19 - BID SCHEDULE PREPARATION

The Bidder shall submit a complete, balanced, regular, comparable, and acceptable bid. All bids shall be made only on the Bid Schedule included herein.

The bid shall be legibly written in ink or typed, with all prices in numerals. For unit price items, Bidders shall fill in the unit price bid for each item and shall also make an extension based on the estimated quantities. In case of incorrect totaling of amounts, or where the unit bid price and the extension do not agree, the Chief may exercise his or her discretion in determining whether the unit bid price or total line price was intended by the Bidder. Any such determination will be final.

Any alteration or erasure of items filled in on the Bid Schedule shall be initialed by the Bidder in indelible ink.

PART 20 - FORM OF PROPOSAL

The Form of Proposal shall be used without change, alteration, or addition. Any change in the wording may cause it to be rejected.

The legal status of the Bidder, whether a corporation, partnership, or sole proprietorship shall be stated on the Form of Proposal. All corporate Bidders shall also name the state in which the firm is domiciled.

A partnership Bidder shall, on the firm's letterhead, submit the full names and addresses of all general partners. If necessary, this information may be attached to the Form of Proposal on a separate sheet. The signing partner of the partnership shall present evidence that he or she has lawful authority to sign the Form of Proposal, that the signature is binding upon the partnership, and that the partnership has legal existence.

When a corporation submits a bid, the Form of Proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer or agent of the corporation. The signing officer or agent shall also present legal evidence that he or she has lawful authority to sign the bid, that the signature is binding upon the corporation and that the corporation has legal existence. If a foreign corporation is the apparent lowest responsive and responsible Bidder, the corporation must present evidence that it is legally authorized to do business in the State of Ohio (see Part 11 of this Section).

The Bidder is required to complete all blanks on the Form of Proposal. The names and titles of individuals shall be typed or printed in ink above the signatures.

PART 21 - BID PACKAGE CHECKLIST

Each bid shall ensure that the following documents, at a minimum, are included in the bid proposal package:

- a. FORM OF PROPOSAL, signed in indelible ink by the Bidder with all blanks completed and information supplied as required in Part 19 of this Section.
- b. BID GUARANTY/CONTRACT BOND, or other acceptable surety, properly and completely prepared as delineated in Part 6 of this Section.
- c. BID SCHEDULE(S) properly and completely prepared and signed as delineated in Part 18 of this Section.
- d. COMMITMENT TO PARTICIPATE IN THE EDGE BUSINESS ENTERPRISE PROGRAM form, as described in Section 00500.
- e. PROPOSED EDGE BUSINESS ENTERPRISE PARTICIPATION form, as described in Section 00500.
- f. DEMONSTRATION OF GOOD FAITH EFFORT documentation, when applicable, as described in Section 00500.
- g. STANDARD AFFIRMATION AND DISCLOSURE form, as described in Section 00600.

The Division will require that the following documents, in addition to the above requirements, be submitted before execution of the Contract.

- h. PROOF OF INSURANCE, as delineated in Part 7 of this Section.
- i. AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION executed on the pre-printed bid envelope as required in Part 12 of this Section.
- j. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9), unless on record with State Accounting.
- k. CERTIFICATE OF DRUG FREE WORKPLACE COMPLIANCE.
- l. WORKER'S COMPENSATION CERTIFICATE.
- m. SIGNED ESCROW AGREEMENT AND FORMS FROM HUNTINGTON BANK
- n. EEO CERTIFICATE OF COMPLIANCE, as delineated in Part 2.1 of Section 00300.

NOTE: DO NOT RETURN the General Conditions and Specifications with your bid proposal package.

PART 22- SUBMISSION OF BIDS

Bids must be submitted on or before the bid opening date, prior to the bid opening time, and to the place indicated in the Notice to Bidders. Bids must be submitted in a sealed envelope with the preprinted label supplied in the bid documents affixed. Each bidder shall also place their name and address, signature/date on the label. It shall be the sole responsibility of the Bidder to ensure the timely submittal of their package.

PART 23 - MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the opening of bids, a bid may be returned to the Bidder for modification or withdrawal. This is initiated by submittal of a written request by the Bidder to the Division delivered to the place where bids are received. This request must be signed by the person who executed the original Bid Proposal form. Modification of the bid must be completed in accordance with Part 18 of this Section.

Following the opening of the bids, bid withdrawal will be considered only if the Bidder satisfies the requirements of Sections 9.31 or 153.54(G) of the Ohio Revised Code.

PART 24 - OPENING OF THE BIDS

Bids received prior to the date and time of opening will be kept securely unopened until the specified time, at which time all bids will be publicly opened and read aloud. The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

The Chief, at his or her sole discretion, reserves the right to delay the bid opening for good cause. Any unsecured bids received after the first bid is opened shall be rejected.

PART 25 - ACCEPTANCE OR REJECTION OF THE BIDS

The Division reserves the right to accept or reject any or all bids. As provided in Sections 9.312, 153.09 and 1501.011 of the Ohio Revised Code, the Division has the right to consider all factors to be considered in determining the responsibility and responsiveness of the Bidder. Further, any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be rejected at the discretion of the Division.

The Bidder is cautioned to also refer to the requirements and/or conditions as presented in Part 2 of Section 00400.

The Division reserves the right to reject any bid from:

- a. Any coal or surface mine operator who has outstanding assessments, delinquent state, or federal reclamation fees, or who has ever forfeited bond in this state or any other state in relation to such operators; or
- b. Any coal or surface mine operator which has any partners of a partnership, or any officer, principal shareholder or director of a corporation or any other person who has a right to control or in fact controls the management or the selection of officers, directors, or managers of a business entity or has been a sole proprietor, or partner, officer, director, principal shareholder, or person having the right to control or has in fact controlled the management or the selection of officers, directors, or managers of a business entity that has ever had a coal mining license or permit issued by this or any other state or the United States suspended or revoked or has ever substantially or materially failed to comply with Chapters 1513 or 1514 of the Ohio Revised Code or ever forfeited a coal or surface mining bond or security deposited in lieu of bond in this or any other state or with the United States.

Acceptance of the bid will not constitute acceptance or approval of equipment and materials listed by the Bidder. Review of equipment and/or materials and their acceptance for use in the project will be based upon shop drawings and other submittals.

No Bidder shall be deemed responsive if the Bidder's bid is more than twenty percent (20%) below the median of all higher bids received for a Contract where the estimate is \$100,000 or more, and no Bidder shall be responsive if the Bidder's bid is more than twenty-five percent (25%) below the median of all higher bids received for a Contract where the estimate is less than \$100,000, unless the following procedures are followed:

- a. The Division will correspond with the Bidder to determine what, if anything, has been overlooked in the bid and to analyze the process planned by the Bidder to complete the work.
- b. The Division notifies the Bidder's surety in writing that the Bidder with whom the Division intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

PART 26 - PERIOD BID REMAINS IN EFFECT

Bids for the work covered by this Contract may be held by the Division for a period of sixty (60) days after receipt of bids and shall continue in full effect and not be subject to withdrawal during that period until a Contract has been executed with the lowest responsive and responsible Bidder.

PART 27 - ACCORDANCE, ESSENCE, AND TIMELINESS

It is understood and agreed the Bidder is submitting this bid with the full knowledge that the bid is in strict accordance with the drawings, specifications, Form of Proposal, and Contract Documents on file in the Division of Mineral Resources Management, Department of Natural Resources, 2045 Morse Road, Building H-2, Columbus, Ohio 43229-6693.

Timely response by the lowest responsible Bidder is of essence. Failure by the lowest responsible Bidder to send in the documents required to execute the Contract within thirty (30) calendar days following the date of the opening of bids shall be grounds, at the discretion of the Division, to void the Recommendation of Award of Contract.

Upon such action, the Bid Guaranty shall immediately become payable to the Division (see Part 7 of Execution of the Contract 00400).

PART 28 – ADDITIONAL FEDERAL REQUIREMENTS

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein , and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such assertion or correction. This provision includes but is not limited to 44 Code of Federal Regulations Part 13. (UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS).

END OF SECTION

SECTION 00200
WAGES AND HOURS REQUIREMENTS

PART 1 - WAGE RATE REQUIREMENTS

1.1 Required Wage Rates

The wages to be paid for a legal day's work to laborers, workers or mechanics engaged in work under this Contract shall be paid at least the wage rates for those trades or occupations listed in the Davis Bacon wage rates located in the Appendix. These wage rates have been determined by the U.S. Secretary of Labor.

The Contractor and subcontractor(s) shall not sublet any work unless specifically authorized to do so by the Division. The Contractor shall require each subcontractor to pay employees at least the Davis Bacon wage rates. The Contractor shall also be responsible for ensuring all employees are paid not less than the applicable Davis Bacon prevailing wage for the project.

After the Contract is awarded, if it becomes necessary to employ any person(s) in a trade or occupation not listed on the Davis Bacon wage rates, such person(s) shall be paid at least such hourly rate as determined by the Division and such minimum wage shall be retroactive to the time of the initial employment of such person(s) in such trade or occupation.

1.2 Reporting Requirements

Within ten (10) calendar days following the date of the Notice to Proceed, and prior to the start of any work, the Contractor and each subcontractor shall file with the Division a schedule of the calendar dates during the life of the contract on which payments of wages to employees are to be made.

The Contractor and each subcontractor shall also submit apprenticeship agreements for all apprentices utilized on the project to the Division.

The Contractor shall submit weekly for any week in which any contract work is performed a copy of all payrolls as required by 29 CFR 5.5(a)(3)(ii)(A).

Each weekly payroll submitted must be accompanied by a "Statement of Compliance" as required by 29 CFR 5.5(a)(3)(ii)(B).

Weekly payrolls must include specific information as required by 29 CFR 5.5(a)(3).

Weekly payroll information may be submitted in any form desired. Optional Form WH-347 form, with instructions is at: <https://www.dol.gov/agencies/whd/forms/wh347>.

1.3 Employee Notification Requirements

On the occasion of the first pay date under this contract, the Contractor and subcontractors shall furnish each employee not covered by a collective bargaining agreement (or understanding between employees and bona fide organizations of labor) with individual written notification of the job classification to which the employee is assigned, the current Davis Bacon wage rate schedule applicable to that classification, separated into the base rate or hourly rate of pay, and the amount of fringe benefits. The Contractor and subcontractors shall furnish the same notification to each affected employee every time the job classification of the employee is changed, and every time the hourly rate of pay and the fringe benefits are changed.

All such Davis Bacon prevailing wage rate notifications to each individual employee must be simultaneously copied to the Division Project Representative assigned to the project.

1.4 Availability and Preservation of Records

The Contractor and each subcontractor shall make any records maintained concerning wages and hours paid to employees on the project open to inspection by authorized representatives of ODNR and any other person with the right of inspection during normal working hours of business days and as often as may be necessary. Additionally, the street address where the records are kept, the name of the person, street address, and telephone number of the person responsible for keeping and maintaining the payroll records shall be provided to the Division. The Contractor and subcontractor shall notify the Division, in writing, of any change, including relocation of the records.

The payroll records of the Contractor and each subcontractor(s) shall remain within the State of Ohio for three years following the issuance of the Contract Completion Certificate of the contract under which the records are made. The three-year period is automatically extended upon any request by the State to inspect such records.

1.5 Maintenance of Records

The Contractor and each subcontractor shall keep and maintain for inspection payrolls and basic records relating thereto during the work and shall preserve accurate payroll and basic records relating thereto for at least three years following the issuance of the Contract Completion Certificate of the contract under which the records are made. Such records shall contain all the following information for each such employee:

- a. Name, last four digits of the Social Security Number or employee ID number and current street address; and
- b. A chronological listing of all hours worked on all projects by each employee; and
- c. The total number of hours worked by each employee on the project; and
- d. The correct job occupation and classification for each employee for each hour worked; and
- e. The hourly rate of pay for each hour worked, (including rates of contributions for or cost assumed to provide fringe benefits); and
- f. All disbursements of wages to each employee; and
- g. All the deductions from wages paid.

END OF SECTION

SECTION 00300

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

PART 1 - ATTENTION ALL BIDDERS

1.1 Importance of this Section

Certain affirmative action plan / equal employment opportunity (EEO) requirements must be met for your Bid to be considered responsive and responsible. Failure to comply with these requirements may cause the Bid to be rejected as non-responsive.

1.2 Summary of Required Bidder Actions

The lowest responsive and responsible bidder must satisfy BOTH of the following Affirmative Action requirements:

- a. Possess a valid certificate of compliance with Affirmative Action Programs issued by the State EEO Coordinator, Ohio Department of Administrative Services (614) 466-8380, dated no earlier than 180 days prior to the date fixed for the opening of bids for this project (see Part 2 of this Section); and
- b. Make a commitment to the required State EEO minority work-hour utilization percentages, the women work-hour utilization percentage, and the affirmative action steps by signing the EEO certification clause provided on the pre-printed mailing label (see Part 3 of this Section), or you may submit an affirmative action plan previously approved by the State EEO Coordinator (see Part 4 of this Section).

PART 2 - EEO CERTIFICATE OF COMPLIANCE

2.1 Possession of Certificate Required

In accordance with the requirements of Sections 9.47 and 153.08 of the Ohio Revised Code:

NO CONTRACT SHALL BE ENTERED INTO UNLESS THE BIDDER POSSESSES A VALID CERTIFICATE OF COMPLIANCE WITH AFFIRMATIVE ACTION PROGRAMS ISSUED PURSUANT TO SECTION 9.47 OF THE O.R.C. AND DATED NO EARLIER THAN ONE HUNDRED-EIGHTY (180) DAYS PRIOR TO THE DATE FIXED FOR THE OPENING OF BIDS FOR A PARTICULAR PROJECT.

EEO Certificates of Compliance are valid only for the period shown on their approval letter. If you have not renewed your firm's application with the State of Ohio EEO Coordinator, you must immediately submit a completed Application for Certificate of Compliance with Affirmative Action Programs to the State of Ohio Equal Opportunity Division.

If you do not possess a valid certificate, it is necessary that your application be submitted without delay to the Ohio Department of Administrative Services through the online filing portal Ohio Business Gateway.

To obtain the certificate:

- a. The application for Certification of Compliance with Affirmative Action Programs must be made to the State EEO coordinator at least ten (10) working days prior to the date that your firm expects to receive the certificate.
- b. The application must be submitted to the State of Ohio Equal Employment Opportunity Coordinator through the online filing portal Ohio Business Gateway. The application must include, but is not limited to, the following:
 1. The name under which the bidder is presently doing business.
 2. All other names under which the bidder has done business as a corporation, partnership, or sole proprietorship within the last five years.
 3. The current street address for the business of the bidder.
 4. The tax identification number of the bidder.

If your firm should fail to obtain a valid Certificate of Compliance with Affirmative Action Programs from the State of Ohio EEO Coordinator in a timely manner, your firm may not be eligible to receive the Contract award (see Part 7 of Section 00400).

2.2 Failure to Comply with Certificate of Compliance Requirements

A Bidder who fails or refuses to complete or subscribe to the State of Ohio Equal Employment Opportunity Covenant (see APPENDIX A of the Sample Form of Contract following Section 00400), or a Bidder who fails or refuses to send a copy of the Bidder' valid Certificate of Compliance with Affirmative Action Programs issued pursuant to Section 9.47 of the Ohio Revised Code to the Division within thirty (30) calendar days of the date of the notice of award, may not be deemed a responsive and responsible bidder and may not be awarded the Contract.

Failure of the lowest responsive and responsible Bidder to meet this thirty (30) day submittal requirement shall be grounds, at the discretion of the Division, to void the recommendation of the award of Contract (see Part 7 of Section 00400).

PART 3 - AFFIRMATIVE ACTION COMPLIANCE (EEO OPTION A)

3.1 General Requirements

To comply with the Affirmative Action bidding requirements by utilizing EEO Option A (as presented in Part 12 of Section 00100), the Contractor must sign the EEO certification clause on the pre-printed mailing label, which certifies that your firm will adopt:

- a. The Goals and Timetables of Appendix A of the State EEO Bid Conditions; and
- b. The Specific Affirmative Action Steps set out in Appendix B of the State EEO Bid Conditions.

3.2 Required Minority Work-Hour Percentages (Appendix A of the State EEO Bid Conditions)

To comply with the State EEO Bid Conditions by utilizing OPTION A, the Contractor must adopt the minority work-hour utilization goals as listed below for Ohio Standard Metropolitan Statistical Areas (SMSA). All percentages listed are in terms of percentages of minority work hours for each trade to be used by the contractor in a designated area.

If the project is in any of the counties listed below you must use the minority percentages listed for the metropolitan area associated with that county. If the project is in counties other than those listed below you must use the metropolitan area nearest to the project site.

| Metropolitan Area | Included Counties |
|--------------------------|--|
| Akron | Portage, Summit |
| Cincinnati | Clermont, Hamilton, Warren |
| Cleveland | Cuyahoga, Geauga, Lake, Medina |
| Columbus | Delaware, Fairfield, Franklin, Madison, Pickaway |
| Dayton | Green, Miami, Montgomery, Preble |
| Toledo | Lucas, Wood |
| Youngstown-Warren | Mahoning, Trumbull |

In addition to the percentages given below, it is further required that the contractor's statewide workforce be comprised of a minimum of 6.9% work-hour utilization for women.

| AKRON | | CINCINNATI | |
|---------------------------------------|-------|---|-------|
| TRADE | | TRADE | |
| Asbestos Workers | 10.0% | Asbestos Workers | 9.0% |
| Boilermakers | 10.0% | Boilermakers | 9.0% |
| Bricklayers | 10.0% | Carpenters | 10.0% |
| Electricians | 10.0% | Elevator Constructors | 11.0% |
| Elevator Constructors | 10.0% | Floor Layers | 10.0% |
| Glaziers | 10.0% | Glaziers | 10.0% |
| Ironworkers | 10.0% | Lathers | 10.0% |
| Lathers | 10.0% | Marble, Tile & Terrazzo Workers and Helpers | 8.0% |
| Operating Engineers | 10.0% | Millwrights | 10.0% |
| Painters | 10.0% | Operating Engineers | 11.0% |
| Plasters | 10.0% | Painters | 11.0% |
| Plumbers | 10.0% | Pipefitters | 11.0% |
| Roofers | 10.0% | Plasterers | 10.0% |
| Sheet Metal Workers | 10.0% | Plumbers | 11.0% |
| Other Trades | 10.0% | Sheet Metal Workers | 11.0% |
| | | Other Trades | 11.0% |
| | | | |
| COLUMBUS | | CLEVELAND | |
| TRADE | | TRADE | |
| Asbestos Workers | 10.0% | Asbestos Workers | 17.0% |
| Boilermakers | 10.0% | Boilermakers | 10.0% |
| Bricklayers | 10.0% | Carpenters | 16.0% |
| Carpenters | 10.0% | Electricians | 20.0% |
| Cement Masons | 10.0% | Elevator Constructions | 16.0% |
| Electricians | 10.0% | Glazier | 17.0% |
| Elevator Constructors | 10.0% | Ironworkers | 13.0% |
| Glaziers | 10.0% | Operating Engineers | 17.0% |
| Ironworkers | 10.0% | Painters | 17.0% |
| Lathers | 10.0% | Pipefitters | 17.0% |
| Operating Engineers | 10.0% | Plasterers | 20.0% |
| Painters | 10.0% | Plumbers | 17.0% |
| Plasterers | 10.0% | Roofers | 17.0% |
| Plumbers & Pipefitters | 10.0% | Other Trades | 17.0% |
| Roofers | 10.0% | | |
| Sheet Metal Workers | 10.0% | | |
| Other Trades | 10.0% | | |
| | | | |
| DAYTON | | TOLEDO | |
| TRADE | | TRADE | |
| Asbestos Workers | 11.0% | Asbestos Workers | 9.0% |
| Boilermakers | 11.0% | Boilermakers | 9.0% |
| Carpenters | 11.0% | Carpenters | 9.0% |
| Electricians | 11.0% | Electricians | 9.0% |
| Elevator Constructors | 11.0% | Elevator Constructors | 9.0% |
| Ironworkers | 11.0% | Glaziers | 9.0% |
| Lathers | 11.0% | Ironworkers | 9.0% |
| Millwrights | 11.0% | Lathers | 9.0% |
| Operating Engineers | 11.0% | Operating Engineers | 9.0% |
| Painters | 11.0% | Painters | 9.0% |
| Plumbers | 11.0% | Plumbers | 9.0% |
| Sheet Metal Workers | 11.0% | Sheet Metal Workers | 9.0% |
| Other Trades | 11.0% | Other Trades | 9.0% |
| | | | |
| YOUNGSTOWN-WARREN | | | |
| TRADE | | | |
| Asbestos Workers | 9.0% | | |
| Bricklayers | 9.0% | | |
| Carpenters | 9.0% | | |
| Electrical Workers | 9.0% | | |
| Elevator Constructors | 9.0% | | |
| Floor Mechanics | 9.0% | | |
| Glaziers | 9.0% | | |
| Ironworkers | 9.0% | | |
| Lathers | 9.0% | | |
| Operating Engineers | 9.0% | | |
| Painters & Decorators | 9.0% | | |
| Plumbers, Pipefitters, & Steamfitters | 9.0% | | |
| Sheet Metal Workers | 9.0% | | |
| Teamsters & Chauffeurs | 9.0% | | |
| Tile, Marble, & Terrazzo Workers | 9.0% | | |
| Other Trades | 9.0% | | |
| | | | |

3.3 Required Female Work-Hour Percentages

The work-hour utilization for women workers in each trade for all geographical areas shall be a goal of 6.9% of the Contractor's/subcontractor's total work hours.

The Contractor's and subcontractor's good faith effort to comply with this 6.9% work-hour utilization goal shall be reviewed and determined according to Chapter 123.2-1 through Chapter 123:2-9 of the Ohio Administrative Code.

3.4 Required Affirmative Action Steps (Appendix B of the State EEO Bid Conditions)

To comply with the State EEO bid conditions by utilizing Option B, the Contractor, by signing the EEO Certification Clause on the pre-printed mailing label, also agrees to adopt the following specific Affirmative Action Steps:

a. Maintain Active Minority Labor Files

The Contractor shall maintain a file of the names and addresses of minority and women construction resource organizations for trades utilized by the Contractor.

Also, the Contractor shall maintain a file of the names and addresses of each minority and female referred to the Contractor by any individual or minority and women resource organization, what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor the reasons, therefore. If such individual was sent to the union hiring hall for referral and not referred to the Contractor by the union, or if referred, but not employed by the Contractor, the file should document this and the reasons, therefore.

To demonstrate compliance, the Contractor should maintain a file of the names, addresses, telephone numbers, and contact person of each minority and women construction resource organization of trades utilized by the Contractor showing the date of contact, and follow-up contacts when the Contractor was hiring.

The Contractor should also maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the Contractor was hiring.

b. Documentation of Lack of Union Cooperation

The Contractor should promptly notify the State Contracting Agency when the Union with which the Contractor has collective bargaining agreements does not refer to the Contractor a minority or female worker referred to the union by the Contractor, or when the Contractor has information that the union referral process has impeded efforts to meet its goals.

To demonstrate compliance, the Contractor should have documentation that indicates the union is impeding the Contractor's effort to comply.

c. Internal Dissemination of EEO Policies

The Contractor should disseminate its Equal Employment Opportunity (EEO) policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and, by conducting staff meetings to explain and discuss the policy.

To demonstrate compliance, the Contractor should have a written EEO policy which includes the name and how to contact the Contractor's EEO Officer and: (a) include the policy in any company policy manuals; (b) post a copy of the policy on all company bulletin boards, both in the office and on all job sites; (c) maintain records, such as reports or diaries, etc., that each minority and female employee is aware of the policy and that it has been discussed with them; (d) ensure that the policy has been discussed regularly at staff meetings; and (e) maintain three (3) copies of newsletters and annual reports which include the policy.

d. Monitor Internal EEO Compliance

The Contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To demonstrate compliance, the Contractor should have records that the company EEO Officer reviews all: (a) monthly workforce reports; (b) hiring and terminations; (c) training provided on-the-job; and (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The maintenance of these records should be included in the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

e. External Dissemination of EEO Rules

The Contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To demonstrate compliance, the Contractor should have copies of: (a) letters sent, at least every six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the policy; (b) advertising which has the EEO "tagline" on the bottom; and (c) purchase order forms and subcontract agreements will include or refer to the State EEO Covenant.

f. Initiate Minority Recruitment Efforts

The Contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women construction crafts resource organizations, and construction crafts training organizations within the contractor's recruitment area.

To demonstrate compliance, the Contractor should have a record either in a follow-up file for each organization or on the reverse of the notification letters sent under item a., above, of the dates, individuals contacted, and the results of the contact from telephone calls or personal meetings with the individuals or construction resource groups notified under item a.

g. Develop Minority On-the-Job Training

The Contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship Programs) relevant to the Contractor's employee needs consistent with its obligations in the Contract Documents.

To demonstrate compliance, the Contractor should have records of contributions made in cash, equipment supplied and/or Contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to company by such programs.

h. Solicit Bids from Minority and Women Subcontractors

The Contractor should solicit bids for subcontractors (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Contract Documents, including circulation of minority and female contractor associations.

To demonstrate compliance, the Contractor should maintain copies of letters or other direct solicitation of bids for subcontractors/joint ventures from minority/female contractors with a record of the specific responses and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with the project name, project number, dollar amounts, minority/female company name, FTID number, scope of work, start date, completion date, etc.

PART 4 - AFFIRMATIVE ACTION COMPLIANCE (EEO OPTION B)

4.1 Contacting the State EEO Coordinator's Office

To comply with the State EEO Bid Conditions by utilizing EEO Option B (as presented in Part 12 of Section 00100), the Contractor must submit an acceptable Affirmative Action program to the State EEO Coordinator prior to the opening of the Bids, and the Contractor must include a copy of the letter that has been previously approved by the State EEO Coordinator (614) 466-8380. The Contractor must also sign and check the applicable box on the pre-printed mailing label.

IMPORTANT: If Option B is utilized, you must also include with your bid, a copy of the signed letter from the State EEO Coordinator approving your Affirmative Action plan.

The information in Part 4.2 and Part 4.3 of this Section is presented to express the purpose and basic contents required in an acceptable Affirmative Action program. Further information should be obtained from the State of Ohio Equal Opportunity Division at (614) 466-8380.

4.2 Purpose of Affirmative Action Programs (Section 3.04 Implementing Rules and Regulations)

An Affirmative Action program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action program will include an analysis of all trades employed by the Contractor within the last year, with an explanation of whether females and/or minorities are currently being underutilized in any one or more trades. A prerequisite to the development of a satisfactory Affirmative Action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.

4.3 Basic Contents of an Acceptable Affirmative Action Program, Part-I

1. Development or reaffirmation of the Contractor's Equal Employment Opportunity policy in all personnel actions.
2. Formal internal and external dissemination of the Contractor's policy.
3. Establishment of responsibilities for implementation of the Contractor's Affirmative Action program.
4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action-oriented programs designated to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total program.
8. Compliance of personnel policies and practices with the sex discrimination guidelines (41 CFR PART 60-20).
9. Active support of local and national community action programs and community service programs designed to improve the employment opportunity of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last 12 months or the last 100 applicants, hires, etc., whichever is less.

Analysis of Individual Trades, Part-II

12. The minority population of the labor area surrounding the Contractor's or subcontractor's job sites.
13. The size of the minority unemployment rate in the labor area surrounding the Contractor or subcontractor's job sites.
14. The percentage of the minority work force in the immediate labor area.
15. The general availability of minorities in the immediate labor area.
16. The availability of minorities in an area from which the contractor or subcontractor can reasonably recruit. The availability of promotable minorities within the Contractor's or subcontractor's workforce.

17. The anticipated expansion, reduction and turnover of the Contractor's or subcontractor's workforce.
18. The existence of qualified training institutions.
19. The degree of training the Contractor or subcontractor is reasonably able to provide to make all job classes available to minorities.

4.4 Maintaining an Acceptable Affirmative Action Program

Goals, timetables, and Affirmative Action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective actions, the Contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof, shall be a part of the Contractor's written Affirmative Action program.

Where the Contractor has not established a goal, the Contractor's written Affirmative Action program must specifically analyze each of the twenty factors listed in Part 4.3 of this Section and further must detail the Contractor's reason for a lack of a goal. The goals and timetables should be attainable in terms of the Contractor's analysis of deficiencies and the Contractor's entire Affirmative Action program. Thus, in establishing goals and timetables, the Contractor should consider the results which could be reasonably expected from good faith efforts to make the Contractor's overall Affirmative Action program work. If the Contractor does not meet the Contractor's goals and timetables, the Contractor's "good faith efforts" shall be judged by whether the Contractor is following the Contractor's program and attempting to make it work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the Contractor's Affirmative Action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

4.5 Determining the Status of a Contractor's Compliance

The status of a Contractor's compliance with the Affirmative Action program requirements shall not be judged solely by whether the Contractor reaches the Contractor's goals and meets the Contractor's timetables. Rather, each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of the Contractor's program, the extent of the Contractor's adherence to the Contractor's program, and the Contractor's good faith efforts to make the program work toward the realization of the program's goals within the timetables set for completion.

PART 5 – DISCRIMINATION AND INTIMIDATION

The prohibitions against discrimination and intimidation on account of race color, religion, sex (including sexual harassment and sexual orientation), national origin, disability or age (40 years or more), or veterans status (Vietnam Era, Desert Storm/Shield, or disabled), and the provisions as to forfeitures to be applied in the event of violation of Contract terms regarding same, as contained in Sections 153.59, 153.60, 153.591 and 4112.02 of the Revised Code, and Executive Order 11246 shall apply to all Contracts entered into in connection with the work.

PART 6 – EMPLOYMENT UTILIZATION REPORTS

6.1 General Requirements

The Contractor and the Contractor's subcontractor(s), during construction, shall electronically file monthly Statewide and State Project Employment Utilization Reports (Input Form 29).

The Input Form 29 must be submitted by all contractors and subcontractors while performing on state and state-assisted construction contracts, regardless of the contract amount or number of employees. Contractors are required to inform all subcontractors of the reporting requirement.

Input Form 29 must be submitted electronically to the State of Ohio through the online filing system Ohio Business Gateway.

6.2 Reporting Requirements

To provide information as to the make-up of the Contractor's total work force in the State of Ohio, the Contractor and all the Contractor's subcontractor(s) shall file for their statewide workforce an Input Form 29 - For Contractors' Employment Utilization Reporting of Work Hour Data by Race and Sex, to the State of Ohio Equal Opportunity Division through the online filing portal Ohio Business Gateway. The monthly Employment Utilization Report (Input Form 29) shall be completed by the prime Contractor and each subcontractor. The Input Form 29 shall be filed no later than the tenth (10th) of each month.

- a. The Statewide Input Form 29 reports shall include the total labor-hours worked statewide and the labor- hours worked on the project for each employee level in each designated trade for the entire reporting period. Submit Input Form 29 to the State of Ohio Equal Opportunity Division through the online filing portal Ohio Business Gateway.

The prime Contractor's Input Form 29 reporting period extends from the calendar month the Notice to Proceed of the Contract is issued through the calendar month when the Division issues the Certificate of Completion that the work has been accepted under the conditions for the Contract.

A subcontractor(s) Input Form 29 reporting period begins the calendar month that subcontractor(s) start work on this project and continues if the subcontractor(s) conduct work under this Contract.

- b. The Prime Contractor is responsible for informing its' subcontractor(s) (regardless of tier) as to their respective Affirmative Action program obligations under the Contract Documents. All Contractor(s)/subcontractor(s) must refrain from entering any subcontract subject to the Department of Public Works Regulations on EEO, with a contractor or materialman who has been debarred, pursuant to the DPW Regulations on EEO, from all State or State-assisted construction contracts. Contractor(s)/subcontractor(s) shall carry out such sanctions and penalties for violation of the Contract Documents, including suspension, termination and cancellation of existing subcontracts and purchase agreements as may be imposed or ordered by the State of Ohio Equal Employment Opportunity Coordinator pursuant to the DPW Regulation on EEO. Any Contractor/subcontractor who fails to carry out such sanctions and penalties shall be deemed in non-compliance with the Contract Documents and DPW Regulation on EEO.
- c. The Contractor's/subcontractor(s) failure to submit a monthly Input Form 29 - Statewide Employment Utilization Work Hour report to the State of Ohio Equal Opportunity Division may be a basis for invoking any of the sanctions set forth in Rule 123:2-7-01 of the Ohio Administrative Code.

6.3 Discrimination Policy

By submitting a bid, the Contractor agrees that in the hiring of employees for the performance of work under this Contract or any subcontract, no Contractor, subcontractor, or any person acting on the Contractor's behalf, shall, by reason of race, color, religion, sex (including sexual harassment and sexual orientation), national origin, disability, or age (40 years or more), or veteran status (Vietnam Era, Desert Storm/Shield, or disabled), 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.

In the event of noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor and the subcontractor(s) may be declared not responsive or responsible for future State or State-Assisted contracts or such other sanctions as provided in Section 153.60 of the Revised Code.

6.4 Discrimination by Hiring Hall

Per Section 158.591 of the Revised Code, any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only such employees as are referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to the employment under such public improvements Contract, unless, at the date of execution of such hiring hall contract or agreement, or within thirty (30) days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, color, religion, sex (including sexual harassment and sexual orientation), national origin, disability, or age (40 years or more), or veterans status (Vietnam Era, Desert Storm/Shield, or disabled), unless such labor organization includes in its apprentice and journeyman membership, or otherwise has available for job referral without discrimination, qualified employees in accordance with Section 153.91 of the Revised Code.

6.5 Penalty for Breach of these Provisions

Breach of these provisions subjects the Contractor to penalties and sanctions imposed by law, including but not limited to the termination of this Contract.

PART 7 – AFFIRMATION ACTION PROGRAM COMPLIANCE REVIEWS

7.1 Pre-Award Compliance Reviews

The successful Contractor and the Contractor's subcontractor(s) may be subject to pre-award compliance reviews.

The State of Ohio Equal Opportunity Coordinator will notify the successful Contractor and the Contractor's subcontractor(s) of the information required for the off-site reviews, which information must be submitted by the successful Contractor and the Contractor's subcontractor(s) not later than ten (10) business days after the date of receipt of the request. The information must be sent to the address as directed by the State of Ohio Equal Employment Opportunity Coordinator or as directed by the Division.

7.2 Action Required Where Deficiencies Exists

Where deficiencies have been found to exist, the successful Contractor and the Contractor's subcontractor(s) shall make a specific commitment, in writing, to correct any deficiencies found, before the successful Contractor can be found to be compliant.

The Contractor and subcontractor(s) commitments shall include the precise action to be taken to eliminate each specific deficiency found and the date for completion. The time allotted to the Contractor and the Contractor's subcontractor(s) to make specific commitments in writing to correct deficiencies found shall be within ten (10) calendar days from the date of the notification of the request to accomplish such changes.

Upon approval of the State of Ohio Equal Employment Opportunity Coordinator and the Division's Contract Compliance Officer, the successful Contractor and the Contractor's subcontractor(s) may be in compliance, but on the condition that the Contractor's and subcontractor's commitments are faithfully kept on this Contract and when working on any State or State-assisted construction contract.

7.3 Penalty for Failure to Submit Information

If the successful Contractor or its subcontractor(s) have been requested by the State of Ohio Equal Employment Opportunity Coordinator or the Division to submit off-site information, failure of the Contractor to send the off-site information of the Contractor or the Contractor's subcontractor(s) within ten (10) business days after receipt of the request shall result in a determination that the Contractor is nonresponsive and/or non-responsible (see Part 7 of Section 00400).

Failure of the successful Contractor, within ten (10) business days from the date of the notification of the request, to send the specific commitments in writing, of the Contractor or the Contractor's subcontractor(s) to the State of Ohio Equal Employment Opportunity Coordinator and the Division shall be grounds, at the discretion of the Division, to void the recommendation of the award of Contract. Upon such action (void of the recommendation of award), the bid guaranty shall immediately become payable to the Division (see Part 7 of Section 00400).

7.4 Post-Award Compliance Reviews

The successful Contractor and the Contractor's subcontractor(s) may be subject to post-award compliance reviews. These reviews will consist of both off-site and project-site reviews of existing State and State-assisted construction contracts.

The State Equal Opportunity Coordinator or the Division Contract Compliance Section will notify the successful Contractor and the Contractor's subcontractor(s) of the information required for the post-award compliance reviews. The information requested by the State Equal Opportunity Division and/or the Division for the off-site and project-site reviews must be submitted by the successful Contractor and the Contractor's subcontractor(s) not later than ten (10) business days after the date of receipt of the request. The information must be sent to the address as directed by the State of Ohio Equal Employment Opportunity Coordinator or as directed by the Division.

Failure to timely send the information requested in writing shall lead to a determination of non-compliance.

7.5 Incorporation of Commitment to Contract Documents

The Contractor agrees to incorporate into this Contract the Affirmative Action program commitments that the Contractor has agreed to in writing with the State of Ohio Equal Employment Opportunity Coordinator, the Division, and the Office of Federal Contract Compliance. Where the Contractor has been found to have violated an Affirmative Action program commitment which the Contractor has agreed to in writing, any contract shall be terminated by the State, and further the Contractor agrees to hold the State harmless whenever a contract shall be terminated.

END OF SECTION

**SECTION 00400
EXECUTION OF THE CONTRACT**

PART 1 - TABULATION OF THE BIDS

1.1 Correction of Mathematical Errors

Where there is a conflict between the unit bid price and the extension thereof made by the Bidder, the Chief is authorized to use his or her discretion in determining whether the unit prices or the extended amounts were intended, to make the corrections in the bids as necessary, and to use such corrections in comparing bids. Any such determination by the Chief is final.

1.2 Preparation and Distribution of Bid Tabulation

All bids received in conformity with these Contract Documents will, as soon as practical, be tabulated and the tabulations shall become a public record. Bid tabulations will be mailed or emailed to all Bidders upon request.

PART 2 - RECOMMENDATION OF AWARD OF CONTRACT

2.1 The Division's Right to Reject Bids

The Division reserves the right to reject any and all bids due to bids being nonconforming, nonresponsive, or conditional; or due to the Bidder being currently in arrears on a State Contract; or due to the Bidder having defaulted on a previous State construction Contract; or due to unbalanced bid prices; or due to the Bidder being a coal or surface mine operator who has outstanding assessments, state or federal reclamation fees that are delinquent, or who has ever forfeited bond in this state or any other state.

2.2 The Division's Right to Waive Informalities

The Division also reserves the right to waive all curable informalities or irregularities, or to clarify Contract terms with the lowest responsive and responsible Bidder, if such a waiver is in the best interest of the State.

2.3 Factors Influencing Award

If a Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by the Division indicates that the award will be in the best interest of the State. In the determination of the lowest responsive and responsible Bidder, the Division reserves the right to consider and give reasonable weight to:

- a. The experience of the Bidder;
- b. The financial condition of the Bidder;
- c. The conduct and performance of the Bidder on previous Contracts, which shall include, without limitation, compliance with Equal Employment Opportunity, Affirmative Action requirements, and prevailing wage laws;
- d. The Bidder's facilities;
- e. The Bidder's management skills;
- f. The Bidder's ability to execute the Contract properly;
- g. The Bidder's ability to complete the Contract within the time specified;
- h. The Bidder's responsiveness to all requirements of the Contract Documents;
- i. The evaluation of a bid below the median of other bids.

The Division may obtain any appropriate information needed to consider the factors showing responsibility from the lowest Bidder and other Bidder, including, without limitation, the following:

- a. Overall experience of the Bidder, including number of years in business under present and former business names; and
- b. Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each Contract, and a name/address/phone number for each owner; and
- c. Complete listing of any public or private construction project for which the Bidder has been declared in default; also, any EPA, OSHA, or other regulating entity violations or citations in the last ten (10) years; and
- d. Certified financial statement and bank references; and
- e. Description of relevant facilities of the Bidder; and

- f. Description of the management experience of the Bidder's project manager(s) and superintendent(s); and
- g. If the Bidder is a foreign corporation (i.e., not incorporated under the laws of Ohio), a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under Section 153.05, ORC, or under Sections 4123.01 to 4123.94, inclusive, ORC.

Each Bidder's information shall be considered separately and not comparatively. If the lowest Bidder is responsive and responsible, the Contract shall be awarded to such Bidder unless all bids are rejected.

If the lowest Bidder is not responsive and responsible, and all bids are not rejected, the Division shall proceed with evaluating each next lowest Bidder until the Contract is awarded, all bids are rejected, or all Bidders are determined to not be responsible.

2.4 Contractor's Qualification Statements by the Low Bidder

The Bidder to whom the award of a Contract is under consideration may be required to submit to the Division any information that the Division deems necessary regarding the Bidder's ability to successfully prosecute the work. The lowest responsible Bidder may be required to submit evidence that the work will be performed by personnel properly licensed and bonded by the State of Ohio.

2.5 Recommendation of Award

The Recommendation of Award shall be signed by the Project Engineer, AML Manager, and Contract Manager.

PART 3 - CONTRACT BOND REQUIREMENTS

3.1 Value of Bonds

If the lowest responsive and responsible Bidder has submitted a Bid Guaranty instead of the Bid Guaranty and Contract Bond (as described in Part 6 of Section 00100), the lowest responsive and responsible Bidder shall be required to furnish a Contract Bond, utilizing the form provided by the Division, for a sum at least one hundred percent (100%) of the total price of the Contract, inclusive of all additional alternates and without deduction for deductive alternates. In this case, immediately following the Recommendation of Award of the Contract, the lowest responsive and responsible Bidder will be notified in writing of the requirement to submit the required bonding documents within ten (10) days following the date of the Notice of Award. Each bond shall be an obligation of an approved surety company, authorized to do business in the State of Ohio and shall be written to include all alternatives chosen.

3.2 Certification Required by Surety Companies

Agents of bonding companies that write bonds for this Contract shall furnish power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the type or types of bonds to be furnished. A copy of this proof shall be attached to each signed copy of the Contract. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act (power of attorney).

3.3 Period to be Covered by Bond

Once a Substantial Completion Certificate is issued, the Contractor may submit a Maintenance Bond, in the amount of ten percent (10%) of the Contract amount, to the Division. The Contract Bond shall be returned to the Contractor upon receipt of the Maintenance Bond by the Division. The Maintenance Bond shall be returned to the Contractor upon satisfactory achievement of requirements listed in Part 35 of Section 01000. If a ten percent (10%) Maintenance Bond is not submitted, the Contract Bond shall remain in effect until the requirements listed in Part 35 of Section 01000 are achieved.

PART 4 - LIABILITY INSURANCE REQUIREMENTS

4.1 Minimum Amounts of Insurance

At all times during the performance of this Contract, each Contractor shall maintain insurance to protect the Contractor and the Division from claims for personal injury, direct or derivative, including death or claims for property damage resulting from operations under this Contract, by the Contractor or the Contractor's subcontractors, or anyone directly or indirectly employed by them in accordance with Article 13 of the Contract.

4.2 Type of Coverage Required

At a minimum, the liability insurance shall cover the following types of claims:

- a. Claims under workers' compensation, disability benefits and other similar employee benefit acts; and
- b. Claims for damages because of personal injury, occupational sickness or disease, or death of employees; and
- c. Claims for damages because of personal injury, sickness or disease, or death of any person other than employees; and
- d. Claims for damages, insured by personal injury liability coverage, which are sustained (1) by any person because of an act directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person for any other reason; and
- e. Claims for damages, other than to the work itself, because of injury to, or destruction of tangible property, including loss of use; and
- f. Claims for damages because of personal injury or death of any person, or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4.3 Delivery of Insurance

Certificates of insurance shall be delivered to the Division no later than the date when the Contractor delivers the signed Contract to the Division for final execution.

PART 5 - BUILDER'S RISK INSURANCE REQUIREMENTS

5.1 Type of Coverage Required

Each Contractor shall purchase and maintain Builder's Risk Insurance covering work at the site to its full insurable value (subject to such deductible amounts as may be required by law). This insurance shall include the interest of the Division, the Contractor and all subcontractors in the work, shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and shall include damages, losses and expenses arising out of or resulting from an insured loss, or incurred in the repair or replacement of insured property (including fees and charges of engineers, architects, attorneys, and other professionals). If not covered under "all risk" insurance or otherwise provided, the Contractor shall purchase and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are included in an application for payment.

5.2 Delivery of Certificate of Insurance

Certificates of insurance shall be delivered to the Division no later than the date when the Contractor delivers the signed Contract to the Division for final execution.

PART 6 - WORKERS' COMPENSATION AND INSURANCE

6.1 Certifications Required

The Office of the Attorney General will not approve the Director of Natural Resources entering into any Contract until the Ohio Bureau of Workers' Compensation has certified that the corporation, partnership or person so awarded the Contract has complied with each and every condition of the Act of February 26, 1913, and of all Acts amendatory or supplementary thereto, known as the Workers' Compensation Law, Section 153.08 of the Ohio Revised Code and Section 4123.01 et seq., of the Ohio Revised Code. This provision applies excepting as to materials or apparatus furnished via common carrier and requiring no installation service.

6.2 Payment of Premiums

The Contractor shall comply with the State law known as the Workers' Compensation Act and shall pay into the State Insurance Fund the necessary premiums required by the Act to cover all employees working on this Contract and under the control of the Contractor and shall relieve the Division from any costs due to accidents or other liabilities mentioned in said Act. The Contractor shall also furnish at the time of delivery of this Contract and at such other times as may be requested, the official certificate or receipt showing the payments previously referred to herein, and the Contractor shall furnish proof as required that adequate compensation insurance is provided.

6.3 Subcontractor's Responsibilities

If the Contractor sublets any of the work on this Contract, the subcontractor shall be required to procure and maintain during the life of such subcontract Workers' Compensation and insurance for all the subcontractor's employees engaged in the work, unless they are covered by the compensation insurance of the prime Contractor.

PART 7 - SUMMARY OF DOCUMENTS REQUIRED TO EXECUTE CONTRACT

7.1 Contract Documents

The lowest responsive and responsible Bidder must furnish all the following documents to the Division within ten (10) calendar days following the date of the Notice of Award of Contract, if not previously submitted as requested in Part 20 of Section 00100:

- a. Name of insurance companies insuring the work and the insurance certificates for both liability and builder's risk insurance as required in Parts 4 and 5 of this Section.
- b. A Workers' Compensation Certificate of compliance issued by the Ohio Bureau of Workers' Compensation required in Part 6 of this Section.
- c. If the Contract Bond is submitted from a surety bonding company, the lowest responsive and responsible Bidder shall also furnish:
 - i. Credentials showing the power of attorney; and
 - ii. A Certificate of Compliance issued by the Department of Insurance showing the right of the bonding company to do business in the State of Ohio; and
 - iii. A financial statement of the bonding company.
- d. If the lowest responsive and responsible Bidder is a corporation not incorporated under the laws of the State of Ohio, there shall also be furnished a copy of a license to transact business in the State of Ohio.
- e. A valid (current) State of Ohio, Equal Employment Opportunity, EEO Certificate of Compliance, per Section 9.47 O.R.C. (see Part 2.1 of Section 00300).
- f. The lowest responsive and responsible Bidder must submit an Affirmative Action Plan commitment and its subcontractor(s) Affirmative Action Plan commitment(s) in writing to correct deficiencies in a pre-award compliance review, when directed by the Division (see Part 7 of Section 00300).
- g. Certificate of Drug Free Workplace Compliance.
- h. Internal Revenue Service Form W-9, Huntington National Bank forms, Escrow Agreement

In addition, the lowest responsive and responsible Bidder must sign the Contract and return it to the Division.

7.2 Pre-Construction Documents

Before or at the pre-construction meeting, the Bidder shall furnish the following submittals to the Division for approval:

a. Construction Progress Schedule

The preparation of this schedule shall be coordinated by the Contractor as referenced in Part 4.2 of Section 01000. In general, the work shall be scheduled to be at least twenty-five percent (25%) complete at the expiration of one third of the Contract time, and at least seventy-five percent (75%) complete at the expiration of two thirds of the Contract time.

b. List of Proposed Material Suppliers

The Contractor shall submit a list of all material suppliers on the project. This list shall include the company name, street address, city, state, zip code, and area code/telephone number of each proposed material supplier, and the brand name and the type of material supplied by each individual material supplier who will be directly billing the Contractor for materials to be incorporated into the project. No departure from this list shall be made by the Contractor without the prior approval of the Division.

If the Division has an objection to any proposed material supplier, the Division will promptly notify the Contractor and will state the reasons for the objection.

c. List of Proposed Subcontractors

The Contractor shall submit a list of all subcontractors on the project. This list shall include the company name, street address, city, state, zip code, area code/telephone number, the Federal Tax Identification Number of each proposed subcontractor, the nature of their work, the Bid Schedule item number(s) associated with their work, and the approximate dollar value of each of their subcontracts. The Contractor shall list the starting month/year for each subcontractor, the completion date for their portion of the work, and shall also designate the percentage of the total Contract to be completed by subcontractor(s) and to be performed by the Contractor's own forces (see Part 5 of Section 00100). No departure from this list shall be made by the Contractor without the prior approval of the Division.

If the Division has reasonable objection to any proposed subcontractor, the Division will promptly notify the Contractor and will state the reason(s) for the objection.

No right to payment shall accrue if these pre-construction documents are not submitted in a timely fashion. The Division will reject any Contractor's Payment Request until all pre-construction documents have been approved by the Chief.

PART 8 - GENERAL PROVISIONS, FEDERAL & STATE

8.1 Kickbacks from Public Works Employees

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever, induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole, or in part, by loans or grants from the United States, to give up any part of the compensation to which the person is entitled under that person's Contract of employment, shall be fined not more than \$410,000.00 or imprisoned not more than five (5) years, or both.

8.2 Clean Air Act and Clean Water Act and the Ohio Water Pollution Control Act, Discharges of Storm Water from Sites Where Construction Activity is Being Conducted

The Contractor agrees to comply with federal and state clean air and water standards during the performance of this Contract and specifically agrees to the following:

- a. The term "facility" means (1) any building, plant, installation, structure, mine, vessel, or other flotation craft, location, or site of operations (2) owned, leased, or supervised (3) by the Contractor and/or the subcontractor(s) (4) for the construction, supply, and service Contracts by the Contractor; and
- b. That any facility to be utilized in the accomplishment of this Contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20; and
- c. That, in the event a facility utilized in the accomplishment of this Contract becomes listed on the EPA list, this Contract may be cancelled, terminated, or suspended in whole or in part; and
- d. That it will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 308 respectively, and all regulations and guidelines issued thereunder; and
- e. That it will promptly notify the Division of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this Contract is under consideration for listing on the EPA list of Violation Facilities; and

- f. That it will include the provisions of paragraphs a through h of this 8.2 Part in every subcontract or purchase order entered for the purpose of accomplishing this Contract, unless otherwise exempted pursuant to the EPA regulations promulgated under the Clean Air Act or the Clean Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor.
- g. That it will comply with all provisions of the Stormwater Pollution Plan prepared by the Division in accordance with the National Pollutant Discharge Elimination System.
- h. That in the event the Contractor or subcontractor(s) for the construction, supply, and service Contracts entered for the purpose of accomplishing this Contract were exempted from complying with the above requirements under provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR, Part 15.20) during the accomplishment of this Contract.

Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Division, as soon as the Contractor or the subcontractor's facility is listed as having given rise to a criminal conviction under 40 CFR, Part 15.20.

PART 9 - FORM OF CONTRACT

A sample form of the Contract to be signed is attached at the end of this Section.

SAMPLE CONSTRUCTION CONTRACT

THIS Contract is entered into by and between (**CONTRACTOR NAME AND ADDRESS**), (hereinafter referred to as the "Contractor,") and the State of Ohio, Department of Natural Resources, Division of Mineral Resources Management, 2045 Morse Road, Building H-2, Columbus, Ohio 43229, (hereinafter referred to as "ODNR") both of whom shall be collectively referred to as the "Parties").

WHEREAS, pursuant to the Ohio Revised Code Chapter 1513, the Chief of the Division of Mineral Resources Management (hereinafter referred to as the "Chief"), with the approval of the Director of Natural Resources (hereinafter referred to as the "Director"), may enter said Contract; and

WHEREAS, ODNR desires to have certain reclamation work performed, which work is more fully described in the following Articles; and

WHEREAS, the Contractor has the requisite materials and services available to perform said reclamation work and desires to perform said work.

WHEREFORE, the said parties, for the mutual consideration stated herein, hereby agree as follows:

Article 1. The Work

The Contractor, under the direction and to the satisfaction of the Chief, shall and will provide all necessary materials, tools, equipment, utility, and transportation services, and perform all labor necessary to complete and maintain for one year, in a satisfactory manner, all the work for:

**(PROJECT NAME)
(PROJECT NUMBER)
(COUNTY NAME) COUNTY, OHIO**

hereinafter referred to as the "Project."

ALL IN STRICT ACCORDANCE with the Contract Documents on file at ODNR, as prepared by:

ENGINEERING SECTION
DIVISION OF MINERAL RESOURCES MANAGEMENT
DEPARTMENT OF NATURAL RESOURCES

which Contract Documents are herein incorporated by reference and expressly made an essential part of this contract.

Article 2. Payment and Limitation

ODNR, for and in consideration of the true and faithful performance of the work and the furnishing of the materials and services required by this Contract, hereby agrees to pay the Contractor the sum of **Twenty-Six Thousand, Six Hundred Twenty-Two Dollars and 50/100 Cents (\$26,622.50)** or the total cost determined by the work performed by the Contractor, **WHICHEVER IS LESS**, calculated upon the following unit or lump sum prices.

| Line | Item | Description | Quantity | Unit | Labor Cost | Material Cost | Total |
|------------------|------|---------------------------------|----------|-------|------------|---------------|---------------------|
| 1 | 0004 | Temporary Sumps/Ponds | 1.00 | Each | 1,000.00 | 500.00 | 1,500.00 |
| 2 | 0008 | Mobilization/Access | 1.00 | LS | 1,000.00 | 1,000.00 | 2,000.00 |
| 3 | 0426 | Access Road | 70.00 | Tons | 5.00 | 10.00 | 1,050.00 |
| 4 | 2121 | Clearing & Grubbing (1.5 Acres) | 1.00 | LS | 500.00 | 500.00 | 1,000.00 |
| 5 | 2200 | Earthwork (8,700.00 CY) | 1.00 | LS | 8,700.00 | 0.00 | 8,700.00 |
| 6 | 3410 | Silt Fence/Straw Bale Dikes | 600.00 | LF | 1.00 | 0.50 | 900.00 |
| 7 | 6100 | Standard Revegetation | 3.00 | Acres | 350.00 | 350.00 | 2,100.00 |
| 8 | 6310 | Lime | 12.00 | Tons | 10.00 | 20.00 | 360.00 |
| 9 | 6420 | Mowing & Maintenance Fertilizer | 3.00 | Acres | 50.00 | 50.00 | 300.00 |
| 10 | 9200 | Woven Wore Fence | 425.00 | LF | 2.50 | 7.00 | 4,037.50 |
| 11 | 9213 | Fence Removal | 425.00 | LF | 1.50 | 1.50 | 1,275.00 |
| 12 | 9214 | Temporary Fence | 850.00 | LF | 2.00 | 2.00 | 3,400.00 |
| TOTAL BID | | | | | | | \$ 26,622.50 |

In no event shall ODNR's share of liability exceed **Twenty-Six Thousand, Six Hundred Twenty-Two Dollars and 50/100 Cents (\$26,622.50)**.

Article 3. Records

The Contractor, by itself or through any person acting by or on behalf of the Contractor, shall keep accurate and detailed records including, but not limited to, time sheets reporting hours of labor and equipment usage, invoices for materials, records indicating quantity of materials applied, and other pertinent documentation of work performed, and costs incurred. These records shall be maintained for at least 3 years after issuance of the final certificate of acceptance. The State and or the Office of Surface Mining Reclamation and Enforcement shall have the right to inspect and copy, upon request, all records.

Article 4. Performance Bond

Before commencing any reclamation work under this Contract, a performance bond shall be submitted to ODNR in the amount of **Twenty-Six Thousand, Six Hundred Twenty-Two Dollars and 50/100 Cents (\$26,622.50)**. The performance bond shall be conditioned upon the faithful performance of the things agreed by to be done and performed according to the terms and conditions of this Contract, including, but not limited to, the performance and completion of all reclamation in accordance with the Contract Documents referred to in Article 1; and the payment of all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of this Contract.

Article 5. Method of Payment and Approval of Work

The Contractor shall submit monthly Contractor's Estimate Forms ("Invoices") to ODNR or to an agent of ODNR as ODNR may hereafter expressly designate, for amounts expended for the previous month's work and labor performed. Invoices shall reflect a full, accurate, and detailed estimate of labor performed and materials furnished. Estimates shall be based on actual measurement of such labor and materials, and shall include the amounts of the preceding estimate, and the amount of labor performed, and materials furnished since the last estimate. The Invoices shall be completed in the manner prescribed in the "Project Pre-Construction Information Package" received by the Contractor. Upon approval of the Invoices by ODNR or its agent, ODNR shall make payment to the Contractor at 92 percent of the labor portion of the amounts specified in the approved periodic invoices until the sum of each periodic payment equal 50 percent of the total labor portion of the payments allowed under Article 2 of this Contract. Thereafter periodic payments shall be made at 100 percent of the amounts specified in approved Invoices. Payment of an approved Contractor's Estimate Form shall be made within forty-five (45) days after acceptance by ODNR. Retainage will be held in an escrow account.

When the Contractor believes the substantial work required has been completed in accordance with Article 1, the Contractor shall notify ODNR, in writing, and request that a Substantial Completion inspection be performed. If deficiencies are noted during the Substantial Completion inspection, a Substantial Completion punch list will be prepared that lists remedial work required. This Substantial Completion punch list will be provided to the Contractor. A minimum of one additional Substantial Completion inspection will be completed after completion of the remedial work outlined in the Substantial Completion punch list. If the completed work is deemed satisfactory, the Contractor shall submit the final estimate. Other documents, including applicable affidavits and wage rate certifications will also be required at that time. Upon full receipt of these items, ODNR will issue a Certificate of Substantial Completion to the Contractor. Funds retained in the escrow account along with any interest earned on the escrow account shall be paid to the Contractor after Substantial Completion and approval of the work. The Contractor may also submit a maintenance bond equal to ten (10) percent of the contract at that time. Upon completion of the one-year maintenance period, which begins at the issuance of the Certificate of Substantial Completion, a final inspection of the Project will be undertaken. If deficiencies are noted, a final punch list will be developed and provided to the Contractor. A minimum of one additional final inspection will be completed. Upon acceptance of the work, the Contractor will be issued a Contract Completion Certificate and the bond will be returned.

Article 6. Availability of Funds

Funds for paying for the work to be performed under this contract have been encumbered by Purchase Order Number **Pending** and are so certified by the Director of the Department of Budget and Management. Obligations of ODNR are subject to the provisions of Section 126.07 of the Ohio Revised Code.

Article 7. Change Orders

If work is necessary beyond that required under this Contract, or increased costs arise from extraordinary circumstances not reasonably foreseeable, ODNR and the Contractor may enter a change order modifying this Contract, pursuant to the procedures set forth in Part 26 of the General Conditions, to provide for additional funds and any other changes. A change order must be approved in writing by ODNR prior to the commencement of work or the purchase of materials subject to the change order. No change order shall constitute a binding obligation on ODNR unless ODNR approves the change order, and the requirements of Revised Code Section 126.07 are met. ODNR is under no obligation to approve any change order.

Article 8. Equal Employment Opportunity

The hiring of employees for the performance of work under this Contract shall be done in accordance with Sections 153.59, 125.111, and 153.591 of the Ohio Revised Code and Appendix A, which is attached hereto. The Contractor shall not discriminate or intimidate any person hired for the performance of the work by reason of race, color, religion, ancestry, sex (including sexual harassment), disability (as defined in the Americans with Disabilities Act), handicap, nationality, age (40-70 years), military status, sexual orientation, or genetic information. For any violation, the Contractor shall suffer such penalties as provided for in Section 153.60 of the Ohio Revised Code.

Article 9. Wage Rules

Regarding the basic hourly rate of pay, the Contractor shall fully comply with the provisions of Davis Bacon Act and the applicable wages set forth in the Contract Documents.

Article 10. Copeland "Anti-Kickback" Act

The Contractor agrees that he shall fully comply with the provisions of the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that Contractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

Article 11. Limitation of Liability/Indemnification

THE CONTRACTOR HEREBY AGREES TO HOLD ODNR HARMLESS AND INDEMNIFY ODNR FOR ANY AND ALL CLAIMS AND LIABILITY FOR PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED TO WORK PERFORMED UNDER THIS CONTRACT REGARDLESS OF WHETHER SUCH CLAIMS ARE ALLEGED TO BE CAUSED BY NEGLIGENCE OR OTHERWISE ON THE PART OF ODNR.

Article 12. Time of Performance

Time is of the essence in the performance of the requirements of the Contract. The Contractor shall **complete** all work contemplated under this Contract by **COMPLETION DATE** at which time it may be renewed by ODNR in accordance with the construction schedule established in the specifications.

Article 13. Insurance

- A. Contractor agrees to indemnify and hold ODNR and the State of Ohio harmless and immune from all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third party agents, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime or employment matters, and any claims involving patents, copyrights, and trademarks.
- B. Contractor shall bear all costs associated with defending ODNR and the State of Ohio against any claims.
- C. In no event shall either party be liable to the other party for special damages, which include lost profits.
- D. In conjunction herewith, Contractor agrees, at its own cost, to always procure and continue in force that this Agreement is in effect, in its name, the following insurance coverages with

the limits set forth in the General Conditions:

1. Workers' Compensation Insurance, as required by Ohio law, and, if some of the Work will be done outside Ohio, the laws of the appropriate state(s) where the Work will be performed. The Contractor shall also maintain employer's liability insurance.
2. Commercial general liability insurance for bodily injury, personal injury, wrongful death, and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation.
3. Commercial Automobile Liability Insurance.

Such insurance shall be written by a company or companies with an A.M. Best rating of at least "A" or be otherwise approved in writing by ODNR. The policy shall be endorsed to provide ODNR with a 30-day prior written notice of cancellation or material change to the policy. It is agreed that the Contractor's Commercial General Liability Policy shall be primary over any other insurance coverage. Certificates for Workers' Compensation and proof of insurance must be provided to ODNR. The certificate(s) must be in a form that is reasonably satisfactory to ODNR as to the contents of the policies and the quality of the insurance carriers.

4. To the fullest extent permitted by applicable law, Contractor waives all rights against ODNR and its agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

5. Contractor hereby grants to ODNR a waiver of any right to subrogation which any insurer of said Contractor may acquire against ODNR by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether ODNR has received a waiver of subrogation endorsement from the insurer.

Article 14. Termination for Cause /Liquidated Damages

Should the Contractor, due to the Contractor's own reasons or fault, neglect, fail, or refuse to complete all of the work embodied in this Contract by the above-specified date, the Contractor shall pay to ODNR, as liquidated damages for breach of contract, **(SEE AMOUNT IN TABLE ON PART 28.2 OF THE GENERAL CONDITIONS)** dollars per day for each and every calendar day that said work remains incomplete beyond the date specified above for completion. The Parties stipulate and agree that actual damages would not be readily ascertainable, and that the specified amount of liquidated damages represents the Parties best efforts at estimating actual damages that would be incurred by ODNR in the event of the Contractor's breach of this Article.

In the event that the Contractor fails to abide by the construction schedule contained in the specifications, and ODNR determines that completion by the above-specified date is impossible or unfeasible due to such delay in construction, or in the event that ODNR determines that the work required hereunder is not proceeding in accordance with the provisions and specifications of this Contract, ODNR may terminate the Contract upon 15 days written notice to the Contractor. Should ODNR elect to terminate this Contract, any payment due to the Contractor for work performed up to the date of termination shall be paid on a pro rata basis.

In addition to its liability to pay liquidated damages, the Contractor shall be liable additionally for all costs and expenses, including legal fees, incurred by ODNR in the process of rebidding and reletting a Contract for the remaining work necessary to complete the Project.

Article 15. Termination for Convenience

ODNR may terminate this Contract, without cause or upon the occurrence of any of the conditions specified in Article 13 thereof, upon 20 days written notice to the Contractor. Neither the liquidated damages clauses of Article 13 nor the liability for rebidding and reletting costs, expenses and/or fees shall apply as against the Contractor in the event this Contract is terminated by ODNR at will under this Article. Any payments due to the Contractor at the time of termination by ODNR under this Article shall be paid to the Contractor on a pro rata basis.

Article 16. Dispute Resolution

In the event of a dispute between ODNR and Contractor concerning Contract terms, breach, or any question of fact arising under this Contract which is not disposed of by agreement with ODNR shall be decided by the Chief, who shall render his decision in writing to the Contractor. The decision of the Chief shall be final and conclusive unless, within fourteen (14) days from the date of receipt, the Contractor furnishes the Chief a written appeal addressed to the Director. The

Director shall then set a fair price for the work, and the Director's decision shall be final and binding upon all parties so concerned. Resolution is otherwise governed by Ohio Revised Code Section 153.12 (B).

Article 17. Effective Date

The term of this Contract shall extend from the date it is signed by the Director or the Director's Designee until **CONTRACT COMPLETION DATE**. At the option of ODNR, and by letter from the Chief, as designee for the Director, the Contract may be renewed under the same terms and conditions for each fiscal year up to and including the fiscal year ending END OF CURRENT BIENNIUM. Any purchase orders issued against the Contract, or any renewal thereof, shall not be valid unless the Director of the Office of Budget and Management shall first certify, under section 126.07 of the Revised Code, that there is a balance in the user agency's appropriation not already obligated to pay existing obligations. In the event funds are not appropriated in the current biennium or any succeeding biennium, for ODNR's obligations hereunder, this Contract shall automatically terminate without further obligation of ODNR.

The State of Ohio represents:

- A. That it has adequate funds to meet its obligations under this Contract during the fiscal year; and
- B. That it intends to maintain this Contract in effect for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
- C. That it will use its best effort to obtain authorization and appropriation of such funds during the term of this Contract. However, it is understood that ODNR's availability of funds is contingent on appropriation by the General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payment due hereunder, this Contract is terminated as of the date that the funding expires, without further obligation of ODNR.

It is expressly understood by the parties that none of the rights, duties and obligations described in this Contract shall be binding on either party until all statutory provisions under the Ohio Revised Code have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio or, in the event that federal funds are used, until such time such funds have been made available from the Division's funding sources.

This Contract shall not be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

Article 18. Noncompetitive Bid Statement

In the event this Contract was not let as the result of a legally advertised bid, the Contractor hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.

Article 19. Drug-Free Workplace

The Contractor agrees to comply with all applicable state and federal Laws regarding drug-free workplace. The Contractor shall make a good faith effort to ensure that all the Contractor's employees, while working on ODNR property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Article 20. Findings For Recovery

Contractor warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code 9.24. If the warranty is determined to be false, the Contract is void *ab initio*, and the Contractor must immediately repay to ODNR any funds paid under this Contract.

Article 21. Status of Contractor

It is fully understood and agreed that Contractor is an independent contractor and neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.

Article 22. Ethics

The Contractor by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Contractor understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Contract and may result in the loss of other contracts or grants with the State of Ohio.

Article 23. Controlling Law

This Contract and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Contractor consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

Article 24. Independent Contractor/Worker Acknowledgment

If Contractor is a PERS Retirant, as defined by R.C. § 145.38, Contractor shall notify the ODNR Division of Mineral Resources Management of such status in writing prior to the commencement of Work. Notices pursuant to this Paragraph shall be sent to the ODNR Director of Human Resources by mail at 2045 Morse Rd., Building D-1, Columbus, Ohio 43229, by fax at 614-265-7051, or by email at steve.bates@dnr.ohio.gov. The ODNR shall not be responsible for any changes to Contractor's retirement benefits that may result from entering this Contract. Contractor acknowledges and agrees any of its individual employees providing personal services under this Contract are not public employees for purposes of R.C. Chapter 145. The ODNR will not make contributions to the public employees' retirement system on behalf of any individuals employed by the Contractor, or its sub-contractors or other agents. The Contractor certifies that it is an employer with five or more employees as defined as a "business entity" at R.C. § 145.037 (A) for the purposes of the application of R.C. Chapter 145, or that it has completed the necessary forms and returned them to the ODNR if Provider is an employer with no more than four (4) employees.

Article 25. EXPENDITURES OF PUBLIC FUNDS ON OFFSHORE SERVICES

Contractor affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Contractor shall perform no services required under this Agreement or locate State data in any way outside of the United States.

Contractor also affirms to have read and understands Executive Order 2022-02D issued by Ohio Governor Mike DeWine. Contractor has signed and completed the Standard Affirmation and Disclosure Form and shall perform no services in Russia, locate State data in Russia in any way, or purchase from or invest in Russian institutions or companies.

Article 26. Boycott Provisions

Pursuant to R.C. 9.76, the Contractor hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.

Article 27. Federal Funds

Expenditures for this Contract are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of a Regulation of Surface Coal Mining and Surface Effects of Underground Coal Mining grant, awarded through the Department of Interior. This grant is identified by Federal Award Identification Number (FAIN) INSERT FAIN NUMBER, which became effective on INSERT EXPIRATION DATE, with a total award amount of INSERT AMOUNT to ODNR, and an approved indirect rate of 0%. This grant is made under Catalogue of Federal Domestic Assistance Number 15.252, Abandoned Mine Land Reclamation Program.

1. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the federal award, to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last if the records are retained.
2. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or

annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Contractor. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 CFR 200.333.

3. **Debarment and Suspension.** Contractor shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Contractor or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Contractor certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void ab initio and Contractor shall immediately repay ODNR all funds transferred by this Agreement.
4. **Confidentiality Agreements.** Contractor shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
5. **Eligible Workers.** Contractor shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Contractor shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
6. **Lobbying.** Contractor certifies that no federal appropriated funds have been paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. 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 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, Contractor shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
7. **Federal Clean Air Act and Water Pollution Control Act.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **This Project is subject to the Buy America Domestic Procurement Preference** and this requirement should be taken in today consideration for the purposes of bidding. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the this preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Article 28. Electronic Signatures

Any party hereto may deliver a copy of its counterpart signature page to this Agreement in electronic format as allowed by the terms of Revised Code Section 1306.06 via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or other electronic signature permitted by the Revised Code of any other party delivered in such a manner as if such signature were an original.

Article 29. Capitalized Terms

The capitalized terms appearing in this Contract shall have the meanings defined in the General Conditions.

CONTRACTOR: I have the authority to sign this contract on behalf of CONTRACTOR

STATE: DEPARTMENT OF NATURAL RESOURCES

By: _____
Signature

By: _____
Director
Ohio Department of Natural Resources

Print Name and Title

Date: _____

Date: _____

By: _____
Chief
Division of Mineral Resources Management

TAX ID NUMBER
SOCIAL SECURITY NUMBER OR FEDERAL TAX ID NUMBER

Date: _____

APPROVED AND PREPARED BY:

DAVE YOST
OHIO ATTORNEY GENERAL

By: _____

Title: Assistant Attorney General

Printed Name: _____

Date: _____

**APPENDIX A STATE EQUAL EMPLOYMENT OPPORTUNITY COVENANT
(FOR STATE CONSTRUCTION CONTRACTS)**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, 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, color, religion, national origin, ancestry or sex.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or other understanding, a notice, to be provided by the contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Director of Department of Public Work's Rule and Regulation on Equal Employment Opportunity (hereinafter referred to as "DPW Regulation on EEO"), and shall post copies of the notice in conspicuous placed available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of the DPW Regulation on EEO, and of the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The Contractor agrees that he will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this contract, and said Contractor shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard, both before and during performance.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO, and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the Contracting Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State Contracts in accordance with procedures authorized in the DPW Regulation on EEO, and such other sanctions may be imposed and remedies instituted as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event this contract is terminated for a material breach of said Regulation, the Contractor shall become liable for all damages which shall accrue to the State of Ohio because of said breach.

- (8) The Contractor will include the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency 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, vendor or other party as a result of such direction by the Contracting Agency, the Contractor may request the State of Ohio to enter into such litigation to protect the interest of the State .T.I.#: XX-XXXXXX

END OF SECTION

SECTION 00500
ENCOURAGING DIVERSITY, GROWTH, AND EQUITY (EDGE)

PART 1 – ATTENTION ALL BIDDERS

1.1 Importance of this Section

In accordance with the requirements of Section 123.152 of the Ohio Revised Code and Section 123:2-16-08 of the Ohio Administrative Code, this project is subject to the requirements of the Encouraging Diversity, Growth, and Equity (EDGE) Business Development Program. Certain EDGE requirements must be met for your Bid to be considered responsive and responsible. Failure to comply with these requirements may cause your bid to be rejected as non-responsive.

1.2 EDGE Participation Goal

An EDGE Participation Goal of **5.0%** of the total contract amount has been established for this project, in accordance with the goal setting process established in Section 123:2-16-08 of the Ohio Administrative Code. Bidders must demonstrate actual participation in the EDGE program, through utilization of EDGE-certified subcontractors and material suppliers, to reach or exceed this goal or provide documentation of their good faith effort to reach this goal (see Part 3).

PART 2 – BIDDING REQUIREMENTS

2.1 Summary of Required Bidder Actions

All Bidders are required to submit with their bid the Commitment to Participate in the EDGE Business Enterprise Program form included with the bidding package. The Bidder must select either Option A, Option B, or Option C and provide the necessary documentation required by each option:

Option A – Bidders who will meet or exceed the Participation Goal:

- A. Bidders who will meet or exceed the stated EDGE Participation Goal must also submit the Proposed EDGE Certified Business Enterprise Participation form in their bidding package. This form identifies the proposed EDGE-certified subcontractors and material suppliers that will be utilized under this construction contract.
- B. If selected for consideration as the lowest responsive and responsible bidder, a Letter of Intent to Contract and Perform form for each EDGE-certified subcontractors and material suppliers to be used on this project must be submitted within **five (5) business days after notification by ODNR of selection as lowest responsive and responsible bidder**. This form must be signed and dated by both the prime contractor and subcontractor or material supplier that will be put under contract to perform on a portion of the project.

Option B – Bidders who meet a partial Participation Goal:

- A. Bidders who are not able to meet the stated EDGE Participation Goal but will provide a lesser percentage of the total contract amount must state on the form the percentage of the proposed contracted amount that will utilize EDGE-certified subcontractors and material suppliers.
- B. Bidders who are not able to meet the stated EDGE Participation Goal must submit the Proposed EDGE Certified Business Enterprise Participation form in their bidding package. This form will identify the proposed EDGE-certified subcontractors and material suppliers that will be utilized under this construction contract.
- C. Bidders who are not able to meet the stated EDGE Participation Goal must submit, with their bid, a document detailing the Bidders efforts to meet the stated EDGE Good Faith Effort Participation Goal (see Part 3).
- D. If selected for consideration as the lowest responsive and responsible bidder, a Letter of Intent to Contract and Perform form for each EDGE-certified subcontractor and material supplier to be used on this project **must be submitted within five (5) business days after notification by the Division of selection as the lowest responsive and responsible bidder**. This form must be signed and dated by both the prime contractor and subcontractor or material supplier that will be put under contract to perform on a portion of the project.

Option C – Bidders with no EDGE-certified participation in the project:

- A. Bidders who are not able to meet ANY PORTION of the EDGE Participation Goal outlined in this section must submit a detailed Demonstration of Good Faith Effort document in their bidding package. This document describes the Bidder's efforts undertaken prior to the Bid Opening to meet the stated EDGE Participation Goal (see Part 3).

2.2 Failure to Comply

Failure of the Bidder to provide the information requested in Part 2.1 within the specified time frames may cause your Bid to be rejected as non-responsive.

PART 3 – DEMONSTRATION OF GOOD FAITH EFFORT

3.1 Good Faith Effort

All Bidders selecting Option B or Option C on the Commitment to Participate in the EDGE Business Enterprise Program form must submit in writing, on company letterhead, a detailed Demonstration of Good Faith Effort document that details their efforts to meet the EDGE Participation Goal prior to bid opening and requests a waiver of the EDGE Participation Goal by the Division. To receive a waiver, the Bidder shall submit evidence demonstrating that the Bidder made the level of good faith effort deemed necessary to justify the granting of a waiver.

3.2 Demonstration of Good Faith Efforts

Actions undertaken by the Bidder to demonstrate a good faith effort to meet or exceed the EDGE Participation Goal include, but are not limited to, the following:

- The Bidder utilized reasonable and available means to solicit all EDGE-certified business enterprises that have the capability to perform work under the contract.
- The Bidder selected portions of the contracted work that would increase the likelihood of participation by EDGE-certified business enterprises.
- The Bidder provided all appropriate EDGE-certified business enterprises with adequate information about the plans, specifications, and requirements of the contract in time for EDGE-certified business enterprises to provide price quotations for the project.
- The Bidder negotiated in good faith with interested EDGE-certified business enterprises. To demonstrate good faith effort negotiations, the Bidder shall provide evidence of such negotiations, including but not limited to names, addresses, dates, and telephone numbers of the EDGE-certified business enterprise considered.
- The Bidder properly rejected an interested EDGE-certified business enterprise as being unqualified for the work of the contract. Rejection of an EDGE-certified business enterprise based on standing within appropriate industry or membership or affiliation in a business, social, or political group IS NOT a basis for rejection.
- The Bidder utilized the services of one or more organizations that provide contractor assistance in the identification and recruitment of EDGE-certified business enterprises.
- The Bidder utilized the list of qualified EDGE-certified business enterprises as provided by the Equal Employment Opportunity Division of the Department of Administrative Services, www.EDGE.ohio.gov.

3.3 Evaluation of Good Faith Effort

The Division shall evaluate the Demonstration of Good Faith Effort documentation after opening of bids and may use this evaluation in the determination of the lowest responsive and responsible bidder. Any waiver of the stated EDGE Participation Goal issued by the Division because of an approved Demonstration of Good Faith Effort will be provided to the lowest responsive and responsible bidder in writing.

PART 4 – CONSTRUCTION CONTRACT REQUIREMENTS

4.1 Subcontractor & Material Supplier Declaration Form

In accordance with Part 7 of Section 00400 Execution of the Contract, the Contractor must complete and submit to the Division a list of subcontractors & material suppliers. The Division will review this information against the Commitment to Participate in the EDGE Business Enterprise Program, Letter of Intent to Contract and Perform, and Demonstration of Good Faith Effort for proper utilization of Edge-certified subcontractors and materials suppliers, as outlined in contract documents.

4.2 EDGE Participation – Affidavit of Contractor Payment Form

Throughout the life of the project, the Contractor must submit along with each monthly pay estimate a copy of the Affidavit of Contractor Payment Form for each EDGE-certified subcontractor and material supplier receiving payment from the previous month's approved pay request. The Division will use the collected data to verify the Contractor's compliance with their approved Letter of Intent to Contract and Perform and Demonstration of Good Faith Effort, help establish an agency EDGE procurement goal, and determine the overall effectiveness of the EDGE program.

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCES MANAGEMENT

**COMMITMENT TO PARTICIPATE IN THE EDGE BUSINESS ENTERPRISE
PROGRAM**

The undersigned acknowledges that, in accordance with Section 123.152 of the Ohio Revised Code and Section 123:2-16-08 of the Ohio Administrative Code, contractors submitting bids for state construction contracts must participate in the Encouraging Diversity, Growth, and Equity (EDGE) Business Enterprise Program and must make a good faith effort to utilize EDGE-certified subcontractors and material suppliers on this project.

In checking Option A or Option B, the undersigned certifies that they will utilize EDGE-certified subcontractors and material suppliers to the percentage of the total contract amount indicated and will provide the necessary documentation with their bid and during the duration of the contract to permit ODNR to monitor and report on the use of EDGE-certified subcontractors and material suppliers. Refer to Section 00500 of the Specifications for additional information on EDGE requirements.

Choose only one Option, and if choosing Option B also indicate the percentage of proposed participation:

 Option A – Bidders who will meet or exceed the Participation Goal

Bidder will meet or exceed the advertised EDGE Participation Goal of **5.0%** of the total contract amount, calculated as a portion of the base bid amount plus all accepted alternates. Bidders who commit to the stated EDGE Participation goal must submit the Proposed EDGE Certified Business Enterprise Participation form with their bid.

 Option B – Bidders who meet a partial Participation Goal

Bidder is not able to meet the advertised EDGE Participation Goal but will provide % of the total contract amount, calculated as a portion of the base bid amount plus all accepted alternates, utilizing EDGE-certified subcontractors and material suppliers. Bidders who are not able to meet the stated EDGE Participation Goal must submit the Proposed EDGE Certified Business Enterprise Participation form AND detailed Demonstration of Good Faith documentation in their bidding package.

Project Name: _____

Project Number: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCES MANAGEMENT

PROPOSED EDGE CERTIFIED BUSINESS ENTERPRISE PARTICIPATION

The undersigned proposes to use the following firm(s) to meet the EDGE Participation Goal for the proposed construction project, each of which are CURRENTLY certified as an EDGE Business Enterprise by the Ohio Department of Administrative Services, Equal Opportunity Division.

Project Name: _____

Project Number: _____

___ Bidder ___ Subcontractor ___ Material Supplier ___ Professional Services ___ Goods/Services

Business Name: _____

Business Address: _____

Contact Person: _____ Phone: (____) _____

Product/Service: _____

Estimated Amount: \$ _____ Estimated Percent Project Contract: _____ %

___ Bidder ___ Subcontractor ___ Material Supplier ___ Professional Services ___ Goods/Services

Business Name: _____

Business Address: _____

Contact Person: _____ Phone: (____) _____

Product/Service: _____

Estimated Amount: \$ _____ Estimated Percent Project Contract: _____ %

PROVIDE ADDITIONAL COPIES OF THIS FORM AS NEEDED.

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCES MANAGEMENT

LETTER OF INTENT TO CONTRACT AND PERFORM

The apparent low bidder shall complete and submit one form for each EDGE-certified Business Enterprise to be utilized on the project.

Project Name: _____

ODNR Project Number: _____

A. EDGE-certified Business Enterprise (for project contract at ANY tier).

EDGE-certified business: _____

Address: _____

Federal Tax Identification Number: _____

Telephone: (_____) _____ Fax Number: (____) _____

B. Briefly describe services, work, or supplies to be provided.

The undersigned Bidder certifies their intent to use the above-referenced EDGE-certified Business Enterprise for the services described above related to this project, and the undersigned EDGE-certified Business Enterprise certifies their intent to provide the work described above for the estimated cost of

\$ _____, which is approximately _____% of the total contract amount.

This document does not serve as a contract between the Bidder and the EDGE-certified Business Enterprise, and in the event the Bidder is not awarded the contract this letter of Intent shall be considered null and void.

Bidder Company Name: _____

Authorized Signature / Date: _____

EDGE-certified Business Name: _____

Authorized Signature / Date: _____

STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCES MANAGEMENT

AFFIDAVIT OF CONTRACTOR PAYMENT FORM

State of _____,

County of _____,

I _____ (Affiant), being duly sworn and cautioned, affirm that as
(Title) _____ of
_____ (Company), and having a contract with the State of Ohio
(through the Department of Natural Resources) for the _____
_____ project, and that the information contained herein is true:

EDGE CERTIFIED SUB-CONTRACTOR(S) / MATERIAL SUPPLIER(S)

Affiant affirms that all bills for material, labor, supplies, or fuel included in preceding estimates have been paid in full. The following shows the names, original contract amount, amount due to date, and amount paid to date for every EDGE-Certified Subcontractor and/or Material Supplier employed in the work of the above-named project.

| Company Name | Original Contract Amount | Amount Due To Date | Amount Paid To Date |
|--------------|--------------------------|--------------------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |

Affiant further affirms that the amounts due or to become due to said EDGE-Certified Subcontractor(s) and/or Material Supplier(s) for work done or machinery, material or fuel furnished, to date hereof, is fully and correctly set forth opposite their names, respectively, in the aforesaid statements.

FURTHER, AFFIANT SAYETH NAUGHT.

Authorized Signature

Print Name and Title

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

NOTARY PUBLIC

My commission expires on: _____.

Form No. 00500-D

END OF SECTION

ENCOURAGING DIVERSITY, GROWTH, AND EQUITY 00500 - 7

**SECTION 00600
GOVERNING THE EXPENDITURE OF
PUBLIC FUNDS FOR OFFSHORE SERVICE**

PART 1 – EXECUTIVE ORDERS 2019-12D and 2022-02D

Contractor affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Contractor shall perform no services required under this Agreement or locate State data in any way outside of the United States.

Contractor also affirms to have read and understands Executive Order 2022-02D issued by Ohio Governor Mike DeWine. Contractor has signed and completed the Standard Affirmation and Disclosure Form and shall perform no services in Russia, locate state data in Russia in any way, or purchase from or invest in Russian institutions or companies.

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) outside of the United States.

PART 2 – TERMINATION. SANCTION. DAMAGES

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, because of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract upon written notice to the Contractor. The State may recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State allowing a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

PART 3 – ASSIGNMENT / DELEGATION

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

AFFIRMATION AND DISCLOSURE FORM

By the signature affixed hereto, the Contractor affirms and understands that if awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States, nor allow State data to be sent, taken, accessed, tested, maintained, backed-up, stored or made available remotely (located) outside of the United States unless a duly signed waiver from the State has been attained.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal Location of Business of Contractor

(address)

(city, state , zip)

Principal Location of Business of Sub-contractor(s)

(address)

(city, state , zip)

(address)

(city, state , zip)

2. Location where Services will be performed by Contractor

(address)

(city, state , zip)

Location where Services will be performed by Sub-Contractor(s)

(address)

(city, state , zip)

(address)

(city, state , zip)

3. Location where State data will be located, by Contractor

(address)

(city, state , zip)

Location where State data will be located, by Sub-contractor(s)

(address)

(city, state , zip)

(address)

(city, state , zip)

Contractor also affirms, understands, and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter with the State and is incorporated therein.

By:

(contractor signature, title)

(date)

(contractor printed name, title)

(date)

END OF SECTION

Version 11/2022

**SECTION 01000
GENERAL CONDITIONS**

PART 1 - DEFINITION OF TERMS

“Addenda” means any written and/or graphic instruments, issued before the opening of bids, which clarify, correct, or change the Contract Documents.

“Amendment” means a written and/or graphic instrument that modifies the Contract Documents for the purpose of rebidding the project.

“Approved Equal” means a standard that meets or exceeds the specified standard and is approved in writing by the Chief or a representative of the Division.

“As Built Drawings” means drawings provided by the Contractor to show changes made during the construction process.

“Bidder” means a person or entity that submits a bid for a Contract.

“Bid Guaranty” means the Bid Guaranty or Contract Bond, or other instrument of security furnished by the Bidder, and accepted by the Division, to provide assurance that the Bidder will execute the Contract Form.

“Change Order” means a written order from the Division to the Contractor authorizing a change in the work, quantity of an Item, an adjustment in the Contract price, and/or an adjustment in the Contract Completion Date.

“Chief” means the Chief of the Division of Mineral Resources Management in the Ohio Department of Natural Resources or the Chief’s authorized representative.

“Contract Documents” means mean all documents associated with the Contract, including but not limited to the Amendment, Addenda, the bid, including all documents accompanying the bid package and all post-bid documentation submitted before the execution of the Contract, all bonds, Instruction to Bidders Section, Wages and Hours Requirements Section, Affirmative Action/ Equal Employment Opportunity (EEO) Requirements Section, Execution of the Contract Section, EDGE, General Conditions, General Specifications, Detailed Conditions, Detailed Specifications, Appendices, drawings, shop drawings, Field Orders, Change Orders, and all modifications issued after the execution of the Contract.

“Contract Drawings” means those portions of the Contract Documents showing the graphic and pictorial design, type of construction, location, dimension, and nature of the work required of the Contractor. The term generally includes all tracings, plans, profiles, elevations, sections, details, schedules, diagrams, notes, and references to the specifications as issued by the Division as the work progresses.

“Contractor” means the Person awarded the Contract by the Division for this project who is responsible for compliance with all terms of the Contract and coordination of the work of all subcontractors working at the site.

“Contractor’s Payment Request” means the form designated by the Division to be used by the Contractor in requesting payment.

“Day” means a calendar day of twenty-four (24) hours, measured from midnight to the next midnight.

“Deduction” means a form of Change Order to the Contractor authorizing a revision to the scope of work resulting in a deletion of work.

“Director” means the Director of the Ohio Department of Natural Resources or his or her authorized representative.

“The Division” means the State of Ohio, Department of Natural Resources (ODNR), Division of Mineral Resources Management, as Owner.

“Division Project Representative” means the authorized employees of the Ohio Department of Natural Resources, Division of Mineral Resources Management specifically assigned to represent the Division at the site of the work.

“Elevation” means wherever figures are given in this Contract before or after the word “Elevation,” or an abbreviation of it, or in a manner which indicates clearly that they are elevations, they shall mean the vertical distance above the datum elevation established for the project.

“Extra” means a form of Change Order authorizing a revision resulting in an addition to the work.

“Field Order” means a written order to the Contractor from the Division, clarifying the scope of work or requirements of the Contract Documents.

“Form of Proposal” means the form furnished by the Division that is to be completed, signed, and submitted by the Bidder along with the Bidder's bid.

“Growing Season” means the time after planting and germination during which plant growth normally occurs and is accepted locally for the plant species specified.

“Labor Costs” means the cost of installing the materials delivered to the site, including the cost of tools, fuels, power costs, etc. associated with installing the materials.

“Maintenance Period” means the period of one (1) year after the Inspection Date listed on the Substantial Completion Certificate.

“Material Costs” means the cost for materials, including freight, and storage costs, delivered to the site; materials shall include only those materials to be incorporated into the project.

“Material Supplier” means a person or entity that furnishes materials, equipment, or supplies for work on the project.

“Modification” means a written amendment to the Contract Documents created after the Contract is signed.

“Notice to Proceed” means a written notice mailed by the Division to the Contractor instructing the Contractor to commence work

“Invasive Plants” - Species defined by the Ohio Revised Code as invasive plants for the State of Ohio.

“Objectionable Material” means any hazardous to persons, vegetation, or equipment in the area, including but not limited to, any materials deemed unsightly such as litter (plastic bags, disposable containers, etc.), wire, discarded liquids, abandoned equipment and/or parts.

“ODNR” means the Ohio Department of Natural Resources, Division of Mineral Resources Management, 2045 Morse Road, Building H-2, Columbus, Ohio 43229- 6693, Phone (614) 265-6633.

“Owner” - See "The Division".

“Person” includes an individual, corporation, business trust, estate, trust, partnership, association and any political subdivision, instrumentality, or agency of this state or the United States.

“Plans” - See "Contract Drawings".

“Construction Progress Schedule” means the detailed schedule prepared by the Division that illustrates the work of all Contractors for each stage of construction within the specified time for completion of the project and reflects the critical path of construction. (consistent)

“Project” means the public improvement to be constructed, of which the work performed under the Contract Documents may be the whole or a part.

“Shop Drawings” means the drawings, diagrams, illustrations, cut sheets, color charts, samples, schedules, and other information specifically prepared by the Contractor, subcontractor, manufacturer, fabricator, supplier, distributor, or other entity authorized by, and acting on behalf of the Contractor, to illustrate some portion of the work required or requested to be submitted by the Contractor to the Division for approval.

“Specifications” means those portions of the Contract Documents consisting of written technical descriptions of, and requirements applicable to materials, equipment, construction systems, standards and workmanship as applied to the work, and all administrative details, procedures, and requirements. Specifications include all Divisions herein.

“State” means the State of Ohio, by and through the Department of Natural Resources.

“Subcontractor” means a person or entity that has a direct contract with the Contractor to perform any of the work under the Contract.

“Site” means location where the Work will take place.

“Substantial Completion” means the work is substantially complete when all work required by the Contract Documents, excluding maintenance work items, before the start of the maintenance period is completed to the satisfaction of the Division as evidenced by receipt and approval of the final invoice by the Division and full execution of a Substantial Completion Certificate and issuance of such to the Contractor by the Division.

“Substantially Behind Schedule” means the Project shall be substantially behind schedule if any of the following conditions exist; the Work is only 25% complete when the construction progress schedule reflects the Work should be 50% complete; the Work is only 50% complete when the construction progress schedule reflects the Work should be 90% complete; or the Work is only 75% complete when the construction progress schedule reflects the Work should be 100% complete. The above percentages shall be in terms of construction costs.

“Surety” means the corporate body which guarantees the Contractor’s obligation to pay a sum of money or to perform all terms of the Contract Documents in the event the Contractor fails to pay or perform any term of the Contract Documents.

“Unit Price” means an amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, which cost shall include overhead, profit and any other expense for the work.

“Warranty” means legally enforceable assurance of the quality and performance of materials and equipment.

“Winter” means that period between November 15 and March 15.

“Work” means the construction services required by the Contract Documents, to include all labor, materials, equipment, and services performed or provided by the Contractor for the Project.

PART 2 - INTENT AND USE OF THE CONTRACT DOCUMENTS

2.1 Relationship between Documents

The Contract Documents comprise the entire Contract between the Division and the Contractor concerning the work and may be altered only by a written modification. The specifications accompanied by construction drawings are duplicates of drawings on file with the Division.

The Contract Documents are complementary, what is called for by one part is as binding as if called for by all parts. The table of contents, titles, and headings contained in the Contract Documents are solely to facilitate reference to provisions of the Contract Documents and shall in no way affect the interpretation of the provisions to which they refer. If any part of the Contract Documents is found to be unenforceable, no such event shall affect the enforceability or applicability of any other part of the Contract Documents.

In the event a conflict between the drawings and the specifications arises, the Contractor shall notify the Division, who shall interpret and rule on the true intent. In general, Contract Drawings, Contract Detailed Conditions, and Contract Detailed Specifications supersede General Conditions and General Specifications.

2.2 References to Other Documents

Reference to standard specifications, manuals or codes of a technical society, organization, association, or to the code of a governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of the bids unless otherwise specifically stated and shall be as binding as other project specifications. However, no provision of a referenced standard specification or manual (whether specifically incorporated by reference in the Contract Documents or not) shall change the duties or responsibilities of the Division, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

2.3 Contract Document Ownership

The Contractor, subcontractor, manufacturer, fabricator, supplier, or distributor shall not have or acquire title to or ownership rights in the Contract Documents.

2.4 Intent of the Contract Documents

It is the intent of the Contract Documents to describe the complete project. All work reasonably inferred from the Contract Documents as being required to produce a complete and functional result shall be supplied. When words that have a well-known technical or trade meaning are used to describe the work, materials, or equipment, in all cases those words shall have that meaning.

2.5 Intent of the Contract Drawings

The intent of the Contract Drawings is to provide the Contractor with the best practical information regarding the layout and dimensioning of the items of equipment or work required. It is common to not show every detail on the Contract Drawings, and the Contractor shall be responsible for the functionality of the various pieces of equipment and materials to provide a complete and operable system and facility. All such equipment shall be included in the original Contract price bid. Large scale and full-size drawings shall be followed in preference to the smaller scale drawings, and figure dimensions rather than scaled measurements shall be used.

2.6 Intent of the Contract Specifications

The intent of the Contract Specifications is to provide the Contractor with the best practical information regarding the quality of materials and work to be performed at the site. Each Contractor shall be responsible for ensuring that the material standards required are met and that the manner of performing all work is of the highest quality.

PART 3 - CONTRACTOR'S OBLIGATION TO PERFORM

The Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. No payment, act, or statement by the Division or by an employee or agent of the Division for the duration of the Contract shall constitute an acceptance of work which is not in accordance with the Contract Documents.

The Contractor agrees that work shall be performed regularly, diligently, and without interruptions at such a rate of progress as will ensure full completion within the time specified. It is expressly understood and agreed by and between the Contractor and the Division that based upon the Contract price, the time for the completion of the work is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in the locality of the work.

By executing the Contract, the Contractor represents that they have visited the site, and are familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the Contract Documents.

PART 4 - CONSTRUCTION PROGRESS SCHEDULE

4.1 Preparation of the Construction Progress Schedule

Before the pre-construction meeting, the Contractor shall contact each of the subcontractors for the project and shall arrange a Contractor's meeting to be attended by representatives of each of the subcontractors for the purpose of completing the Construction Progress Schedule.

Before the Contractor's meeting, each of the subcontractors shall make whatever office preparations necessary to ensure they will be prepared to complete their portions of the Construction Progress Schedule at the Contractor's meeting.

The Contractor shall be responsible for the delivery of the completed Construction Progress Schedule to the Division within five (5) days of receipt of the Notice to Proceed.

When preparing their Construction Progress Schedule, the Contractor and subcontractors shall consider the Contract Documents, including but not limited to: specifications, Contract Drawings, and Stormwater Pollution Prevention Plans prepared by the Division.

4.2 Absolute Importance of Construction Progress Schedule

The Contractor shall maintain the progress of the work as specified in the approved Construction Progress Schedule. If, at any time, the Contractor is behind schedule, the Contractor must take appropriate action as necessary to get back on schedule at no extra cost to the Division.

4.3 Revision of Construction Progress Schedule

If, at any time during construction, due to revisions in the Contract Completion Date or for any other reason, the approved Construction Progress Schedule fails to compare to the actual construction progress, the Division may require the Contractor to prepare and submit a revised Construction Progress Schedule for review and approval.

4.4 Absolute Importance of Completion Date

It is understood and mutually agreed, by and between the Contractor and the Division, that the date for completion as specified in the Contract Documents is an essential condition of this Contract and that time is of the essence; and it is further mutually understood and agreed that the Contractor shall be prepared to begin the work embraced in this Contract within ten (10) calendar days following the issuance of the Notice to Proceed.

If the Contractor falls behind schedule, they must accelerate the work sufficiently to bring the work back on schedule within two (2) weeks after receipt of written notice to do so. Should the Contractor fail to bring the project back on schedule, the Division may:

- a. Require a detailed plan to get the project back on schedule; or
- b. Reduce, delay, or withhold payments until work has been resumed according to schedule; or
- c. After receipt of written notice that the work is substantially behind schedule (see definition), exercise the Division's right to invoke either Part 32 or Part 33 of this Section, whichever the Division may deem appropriate.

Damages resulting from delays to other contractors working at the project site caused by one contractor shall not subject the Division to any responsibility for payment of extra compensation to any such contractor.

PART 5 - MEETINGS AND CORRESPONDENCE

5.1 Pre-Construction Meeting

Within 10 days of the issuance of the Notice to Proceed, a pre-construction meeting will be held to review and accept or modify the Contractor's proposed Construction Progress Schedule, verify, or clarify procedures for handling shop drawings and other submittals, and explain the procedure for processing Contractor's Payment Request. This meeting shall be attended by responsible individuals representing the Division, the Contractor, and the Contractor's subcontractors, as requested, and is intended to establish an understanding of contracting and construction procedures and processes. The Division shall designate the time, date, and place for this meeting.

5.2 Required Documents to be Submitted Before the Pre-Construction Meeting

- a. Construction Progress Schedule (See Part 7 of Section 00400.);
- b. List of proposed material suppliers (See Part 7 of Section 00400.);
- c. List of proposed subcontractors (See Part 7 of Section 00400.); and
- d. Shop Drawings.

5.3 Project Meetings

Each Contractor shall attend during construction regular project meetings at the project site. The frequency of these regularly scheduled project meetings will be determined by the Division but will not occur more often than once per week.

5.4 Correspondence to the Contractor

The Division shall deliver written notice by U.S. mail, digitally, electronically, or in person to the Contractor.

5.5 Correspondence to the Division

The Contractor shall deliver correspondence by U.S. mail, digitally, electronically, or in person to the Division project representative.

PART 6 - COMMENCEMENT OF CONSTRUCTION ACTIVITIES

6.1 When the Work May Begin

The Contractor may not commence work at the site until the Division issues the Notice to Proceed, and the pre-construction meeting has been held. The Contractor must commence work within ten (10) days following receipt of the issuance of the Notice to Proceed.

6.2 Commencement of Each Phase of the Work

The Contractor shall ensure that specified inspections and tests are complete and in compliance with the Contract Documents before continuing to the next phase of work.

Before moving to the next phase of work, the Contractor shall report in writing to the Division each conflict, error, or discrepancy that the Contractor may discover.

PART 7 - COORDINATION OF THE WORK

7.1 Responsibility of the Contractor

It shall be the responsibility of the Contractor to set the pace of the work and coordinate the work of all subcontractors working at the site. The cost associated with those efforts shall be incorporated into the various bid prices for the Contractor's work.

7.2 Coordination between Contractor and Subcontractors

Contractor and subcontractors shall coordinate and perform their work so all work will be completed on or before the contract completion date.

The Contractor shall accommodate the Division, subcontractors, and utility companies for the storage of their materials and the execution of their work.

The Contractor shall be responsible for all damages or other costs associated with delays in the work. For further information, refer to Part 32 of this Section.

7.3 Inspection of Work Performed by Other Entities

The Contractor shall inspect preceding work of the Division, subcontractors, utility companies, or other entities and report defects to the Division. Failure by the Contractor to make such inspection shall constitute acceptance of the work, except as to hidden defects or defects which may develop later.

The Contractor shall integrate the preceding work into the project conforming to the Contract Documents. Do not damage or alter the preceding work without authorization from the Division and entity.

PART 8 - QUALITY OF MATERIALS AND WORKMANSHIP

8.1 General Requirements

Materials and equipment furnished under this Contract shall be as specified or required, or in the absence of specifications, shall be new stock conforming to industry standards. Work shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. If required by the Division, the Contractor shall furnish satisfactory evidence to the Division as to the kind and quality of materials and equipment.

Materials supplied under this Contract, prior to installation, shall be subject to the submittal review process to determine the suitability of the material to meet its intended use. The Contractor shall ensure the materials delivered to the site have been approved by the Division.

Equipment proposed to be used on the Work, shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality. Equipment used on any portion of the project shall be such that no injury to roadways, adjacent property, or other highways will result from its use.

8.2 Correction of Defective Work or Materials

The Contractor shall correct all work or materials rejected by the Division as damaged, defective, unsuitable for their intended use, or as otherwise failing to conform to the Contract Documents. The Contractor shall bear responsibility of all costs of correcting such rejected work, including any costs for any additional engineering and testing services made necessary thereby, and including any costs for the removal and replacement of work previously performed by other contractors either damaged by said defective work, or required to be removed to correct said defective work. The Contractor may also be required to submit shop drawings or other information as the Division may require regarding how the work will be corrected.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the written notice from the Division to do so, the Division may then remove or cause the same to be removed and satisfactorily replaced by Contract or otherwise, as the Division may deem expedient, and may, and is empowered to, charge the expenses thereof (as outlined in the previous paragraph) to the Contractor (see Part 32 of this Section). The expense so charged will be deducted and paid by the Division out of such monies as are or may become due under this agreement; or, if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary monies, they shall be provided by the Contractor's surety.

PART 9 - UNCOVERING OF WORK

9.1 Uncovering Work Requiring Prior Inspection

If any portion of the work is covered before the Division's inspection or is contrary to requirements specifically expressed in the Contract Documents, the Contractor shall uncover the work for observation at the Contractor's expense and thereafter complete that portion of the work.

9.2 Uncovering Work Not Requiring Prior Inspection

If any portion of the work has been covered which the Division has not specifically requested to observe before being covered, the Division may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Division. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it can be proven to the Division that this condition was caused by the Division or a separate contractor/ subcontractor, in which event the Division or the separate contractor/subcontractor, as appropriate, shall be responsible for the payment of such costs.

PART 10 - CONTRACTOR'S EMPLOYEES

10.1 Detrimental or Incompetent Employees

The Contractor shall employ a qualified superintendent and only competent and skillful personnel to do the work. In the event the Division notifies the Contractor in writing that any person on the work is, in the opinion of the Division, disobedient, intemperate, incompetent, disorderly, or otherwise unsatisfactory, the Contractor, on receiving such notice, shall immediately dismiss such person and shall not again employ that person on any part of the work without the written consent of the Division.

10.2 Discrimination and Intimidation

Each Contractor or subcontractor shall agree to observe the requirements of Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code as to discrimination and intimidation on account of race, color, religion, sex (including sexual harassment and sexual orientation), national origin, disability, age (40-70 years), veterans' status (Vietnam era, Desert Storm/Shield, or disabled) in employment practices.

PART 11 - SUBSTITUTIONS DURING CONSTRUCTION

After the signing of the Contract and by reason of conditions of availability, time of delivery or other elements of supply, the Contractor may offer substitutions for the standards stipulated in the Contract. The decision to accept any such offer of substitution shall, however, lie solely with the Division, which will not only consider availability and time of delivery but will also consider the aesthetic value of the proposed substitution, general differences in the knowledge of the product, service history, availability, quality, efficiency, performance and any architectural, engineering, inspection, testing or administrative expenses. Any adjustments in Contract price and/or Contract time shall be executed by appropriate Change Order. The savings in cost, which result from substitution after the signing of the Contract, shall accrue in major part to the advantage of the Division.

PART 12 - QUANTITIES OF WORK

12.1 Unit Price Items

For unit price items, the quantities listed on the Bid Schedule are to be considered as approximate and are to be used for the comparison of bids only. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities may be increased or decreased as herein provided. It is understood that the scheduled quantities of work to be performed and materials to be furnished may each be increased or diminished as provided herein without in any way invalidating the unit prices bid for those items.

Payments for unit price items will be made to the Contractor only for actual quantities of work performed or materials furnished in accordance with the plans and specifications, except that the Contractor may not exceed the quantities shown on the Bid Schedule without prior written approval of the Division through a Change Order. Even if it is determined by the Contractor that additional unit priced quantities exceeding the Bid Schedule quantity are required to meet the Plans, the Contractor shall not exceed the Bid Schedule quantities without prior approval of the Division (see Part 26 of this Section). Quantities exceeding the Bid Schedule quantity placed without prior approval of the Division will not be paid for by the Division.

12.2 Lump Sum Items

For lump sum payment items, payment shall not exceed the amount bid by the Contractor. The work, materials, and equipment to be included in the lump sum bid price shall include all items necessary to produce a complete and properly functioning system, as intended. This includes all labor and materials required to render the lump sum bid item functional as intended and able to pass all applicable codes, tests, and required inspections.

Partial payments to the Contractor for work performed under lump sum items shall be based upon the percentage of the line item completed by the Contractor and approved by the Division, which shall apportion the lump sum price to the major components forming a part of the work under the lump sum price.

PART 13 - INTERPRETATIONS

If a question arises as to the intent of the Contract Documents, the scope of the work to be performed, the labor or materials to be supplied, or the Contractor believes the work about to be performed will exceed the Contract cost, such questions must, prior to the work being performed, be referred to the Division Project Representative for a formal determination. All such referrals must be made in writing prior to the work being performed. Any work performed prior to such referral to the Division Project Representative and receipt of written instructions from the Contractor shall be considered to have been performed within the scope of the Contract and performed at no cost to the Division.

If, upon receipt of a written question concerning the work, the Division Project Representative determines that the work referred to must be performed by the Contractor at no increase in price to the Contract, the Division Project Representative will issue a Field Order which, upon issuance, must be signed by the Contractor acknowledging receipt. In the event the Contractor disagrees with such an interpretation, the Contractor must register a protest by certified mail with the Chief within ten (10) days following the date of issuance of the Field Order by the Division Project Representative (see Part 18 of this Section). However, the Contractor must immediately proceed with the instructions given in the issued Field Order.

If, upon receipt of a written question concerning the work, the Division Project Representative determines that the work referred to lies outside the Contractor's scope of work, the Division Project Representative shall not issue a Field Order and shall initiate the procedures for the execution of a Change Order (see Part 26 of this Section).

Interpretations of the requirements of Field Orders may be issued at any time during the construction by the Division Project Representative. The Contractor is required to immediately execute the instructions of all issued Field Orders.

PART 14 - ELIMINATION OF SHIPPED MATERIALS

If, after execution of the Contract, the Division, by initiating a Change Order, eliminates material or equipment which requires submittal and approval of samples or shop drawings and the Contractor has received these approvals through complete and successful drawing submittals and the material has been subsequently shipped and cannot be returned to the supplier for restocking, the Contractor may claim invoiced costs of that material or equipment which is in transit or stored at the project site or other authorized and properly bonded place, and also may claim invoiced charges for freight and storage, the total claim not to exceed the cost bid for material on the Contractor's proposal for that item. Materials and equipment paid for in this way shall become the property of the Division. If the item can be restocked, the Contractor may claim reasonable costs for freight, storage, and restocking, but may not claim labor costs.

If such an event occurs involving materials and/or equipment in transit or in storage at the Contractor's risk (i.e., shop drawing or other submittal approval was not obtained by the Contractor through complete and successful shop drawing and/or sample submittal procedures where required by the Contract Documents), the Division shall have the option to pay for such materials and/or equipment, thereby taking ownership, or of rejecting the claim, in which case the Contractor shall be fully and solely liable for costs and final disposition of the materials and/or equipment involved.

PART 15 - CONSTRUCTION MEANS AND METHODS

15.1 Responsibility of the Contractor

Unless otherwise expressly provided on the Contract Documents, the means, methods, techniques, sequences, and procedures of construction shall be such as the Contractor may choose; subject, however, to the Division's right to reject means and methods proposed by the Contractor which will not produce finished work in accordance with the terms of the Contract or does not meet the highest standards of workmanship of the industry. The Division may also recommend means or methods more stringent than those proposed by the Contractor in the interest of alleviating hazards of the work to persons or to property.

The approval or lack of approval by the Division of the Contractor's means or methods of construction or the Division's failure to exercise the right to reject such means and methods, shall not relieve the Contractor's obligation to accomplish the result intended by the Contract Documents; nor shall the exercise of, or failure to exercise such right to reject, create a cause of action for damages.

The Contractor shall be responsible to the Division for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing any of the work under a Contract with the Contractor.

15.2 Contractor's Responsibility to Control Access

The Contractor shall have the right and duty to deny access to the work or parts of it to third parties during construction except to third parties to inspect, certify, or observe it when required by law or the Contract Documents, or to those who require reasonable access to a particular part(s) of the work by reason of specific contractual relationship to the project or to maintain existing facilities.

The Contractor shall be responsible for providing whatever means and methods (including signs, fences, security personnel, etc.) needed to accomplish these ends.

15.3 Limitations of Operations

The Contractor shall be held responsible for all damages to roads, structures, ground, or any other property within the area which has been affected by any operations in connection with this project.

The Contractor shall provide necessary barriers and lights to protect his work and the public in the area until the project is completed

PART 16 – SUBCONTRACTORS

16.1 Contractor's Responsibility for Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Contractor's subcontractors, and of persons or organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

16.2 The Division's Responsibility to Subcontractors and Material Suppliers

The Contract Documents do not create a contractual relationship between the Division and any subcontractor or other person or organization having a direct contract with the Contractor, and they do not create an obligation on the part of the Division to pay or to see the payment of monies due a subcontractor or other person or organization, except as may otherwise be required by law.

16.3 Agreements with Subcontractors

It is required that all work performed for the Contractor by a subcontractor must be performed pursuant to an appropriate written agreement between the Contractor and the subcontractor, which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Division. Said agreement must preserve and protect the rights of the Division under the Contract Documents with respect to the work to be performed by the subcontractor so that the subcontracting thereof will not prejudice the Division's rights, and must allow to the subcontractor, unless specifically provided otherwise in the Contractor-subcontractor agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Contract Documents, has against the Division. The Contractor must include all required labor provisions and the State of Ohio EEO Covenant "APPENDIX A" in agreements with subcontractors. Where appropriate, the Contractor must require each subcontractor to enter into a similar agreement with its subcontractors.

Upon request of the Division, the Contractor shall provide the Division a copy of any contract or document between the Contractor and any subcontractor.

16.4 Environmental Protection Agency's List of Violating Facilities

The Contractor shall not subcontract any portion of the work required by this Contract to a company listed on the Environmental Protection Agency List of Violating Facilities or to a company which cannot certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal Department or Agency.

PART 17 - RESPONSIBILITIES OF THE DIVISION

17.1 Sole Contractual Representative of the Division

The Division will be ODNR's sole representative during the duration of the project. All communication from ODNR to the Contractor will be issued through the Division and all correspondence to ODNR from the Contractor shall be addressed to the Division with copies to parties designated by ODNR. The functions of the Division as ODNR's representative during construction are set forth throughout these General Conditions.

17.2 The Division's Observation of the Work

The Division will be responsible for the scheduling of visits to the site at appropriate intervals to observe the progress and quality of the various aspects of the construction work to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Division, however, will not be responsible for making exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will the Division be responsible for the construction techniques, means, methods, sequence of construction or procedures, or the safety precautions and progress incidental to the Contractor's activities.

In the event the Division has hired a consulting engineering firm to provide construction administration or other construction-related services for this project, the Contractor shall consider the Consultant's representative as the Division's Project Representative unless otherwise noted. When prior notifications by the Contractor are required by the Contract Documents for the observation or testing of work items, the Contractor shall provide such notifications to the Consultant's representative.

17.3 Issuance of Change Orders and Field Orders

The Chief shall be the Division's final interpreter of the requirements of the Contract Documents and the judge of the adequacy of the work performed. The Division will furnish, with reasonable promptness, such clarifications, explanations, or interpretations of the Contract Documents as are deemed necessary. The Division shall be the final judge as to the need for, the existence of, and the reasonableness of prices for extra work and deducted work.

Field Orders or Change Orders cannot be issued by consultants hired by the Division to provide construction administration or other construction-related services. These two forms can only be issued and/or executed by the authorized employees of the Division.

17.4 Preparation of Additional Drawings

The Division shall furnish the Contractor further drawings as may be necessary to detail and illustrate the work to be performed, and the Contractor shall immediately conform the work to said drawings and said drawings shall become a part of the Contract Documents.

17.4 Assistance Required by the Division

The Contractor shall render all necessary assistance to the Division and, if required, shall furnish the Division Project Representative with measuring devices, measurements, etc., on the work or grounds.

The Contractor shall notify the Division, in writing at least seven (7) days prior to the commencement of the manufacture of any equipment or materials, of the time and place where the manufacture is to take place so that a representative of the Division may be present to inspect the manufacture.

PART 18 - CLAIMS AND DISPUTES

18.1 Initial Referral to the Chief

Claims, disputes, and other matters relating to the acceptability of the work, fair price determinations made by the Chief, or interpretations by the Division of the Contract Documents pertaining to the execution and progress of the work, shall be referred to the Chief, in writing within ten (10) calendar days of the occurrence of the event, with a request for a formal decision in accordance with this Section. The request shall be sent by certified mail and the Chief will render a decision, in writing, within a reasonable time.

Written supporting data shall be submitted to the Chief within fifteen (15) calendar days of receipt by the Chief of the request for a formal decision, unless the Chief grants a written extension of time for good cause shown as determined by the Chief. It is a requirement of these provisions that all submitted supporting data relating to prices for work shall be based upon the latest issue of Means Heavy Construction/Building Construction Cost Data or similar published cost data guidelines. In the Chief's capacity as interpreter and judge of the submitted information, the Chief will not show partiality and will not be liable for any consequences attributable to an interpretation or decision rendered in good faith in such capacity.

THE CONTRACTOR MAY NOT DELAY THE PERFORMANCE OF THE WORK REQUIRED BY THE ISSUANCE OF FIELD ORDERS AND SHALL CARRY ON THE OTHER WORK AND MAINTAIN THE OVERALL PROGRESS OF THE CONSTRUCTION SCHEDULE DURING ALL DISPUTES OR DISAGREEMENTS WITH THE DIVISION. NO WORK SHALL BE DELAYED OR POSTPONED PENDING RESOLUTION OF ANY DISPUTES OR DISAGREEMENTS EXCEPT AS THE CONTRACTOR AND THE DIVISION MAY JOINTLY OTHERWISE AGREE TO IN WRITING.

18.2 Protesting the Chief's Decision

If the Contractor refuses to accept the Chief's decision concerning any dispute, the Contractor must, within five (5) working days of the date of receipt of the Chief's decision, submit a letter of protest to the Chief delineating the areas of the decision under protest.

HOWEVER, ANY SUCH PROTEST HAS NO BEARING ON ANY WORK REQUIREMENTS ARISING OUT OF THE CHIEF'S DECISION IN THAT THE CONTRACTOR MUST IMMEDIATELY PERFORM THE WORK REQUIRED IN THE DECISION SO AS NOT TO HOLD UP THE PROGRESS OF THE WORK AT THE PROJECT.

Where a protest has been received from a Contractor, the Chief will schedule an informal hearing to be held at the Chief's Office where the affected parties will meet to discuss and resolve the items under protest.

In the event the informal hearing does not result in an agreed-upon resolution on all issues in the dispute, the Chief shall, within fourteen (14) days of the conclusion of the meeting, render a decision, in writing, and send the decision by certified mail to the Contractor. The decision of the Chief shall be final and conclusive unless, within fourteen (14) days from the date of the receipt of the Chief's decision, the Contractor furnishes the Chief a written appeal addressed to the Director of the Department of Natural Resources. The Director shall then render a decision on the dispute and the decision shall be final and binding upon all parties so concerned. Resolution is otherwise governed by Ohio Revised Code Section 153(C).

PART 19 - LAYOUT OF THE WORK

19.1 Before Construction

Before construction, the Contractor may be furnished, by the Division, a properly staked reference line and adjacent benchmark. Before beginning construction, the Contractor shall verify the accuracy of any such survey work performed by the Division and, if there are inaccuracies, inadequacies, or missing reference points, the Contractor shall immediately notify the Division, who will re-establish the control as necessary.

19.2 During Construction

If any survey monuments are disturbed or destroyed after construction begins, the Contractor shall reestablish the monuments at the Contractor's expense.

All additional lines, measurements, and elevations that may be necessary for the proper construction of the work shall be the responsibility of the Contractor. Any damage to the work or work of any other contractor which may accrue due to the Contractor's layout inaccuracy will be the Contractor's responsibility.

It is required that all surveying be performed under the supervision of a surveyor currently registered in the State of Ohio. The Contractor's work shall be provided as specified without any additional compensation by the Division.

PART 20 - CONTRACTOR'S SUPERVISION OF THE WORK

20.1 Office Supervision

The Contractor shall ensure the timely submission of shop drawings and samples of materials, that materials are ordered with sufficient lead time to be available at the site when needed, and that the work progresses according to the progress schedule and in accordance with the Contract Documents.

20.2 Field Supervision

The Contractor shall designate a competent resident superintendent, employed by the Contractor to be present at the site full-time while the work is in progress, and shall not be replaced without prior written notice to and approval by the Division. The superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

PART 21 - SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary safety precautions and shall provide the necessary protection to prevent and mitigate damage, injury or loss resulting from construction activities to:

- a. All employees on the work site and all other persons who may be affected thereby;
- b. All the work, and all materials and equipment to be incorporated therein, whether installed, in storage on or off the site under the care, custody or control of the Contractor; and
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss.

The Division reserves the right to request an OSHA certified health and safety plan from the Contractor at any time during the work.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

No Contractor shall cut away timber, dig foundations, trenches, or begin demolition without the full knowledge and consent of the Division, and shall be held responsible for any damage resulting from any violations of the provisions of this clause.

When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

PART 22 - MISCELLANEOUS CONSTRUCTION COSTS

The Contractor shall, at the Contractor's own cost, and in conformity with the Contract Documents, furnish all the materials, labor, utilities, transportation, and equipment, including but not limited to, sheeting, shoring, bracing, scaffolding, tools, derricks, tackle, implements, machinery, and appliances of every kind necessary or proper for purposes of the work, whether temporary or permanent.

PART 23 - APPLICABLE LAWS AND REGULATIONS

The Contract Documents will be governed by the laws, codes, and regulations of the place of the project. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work.

If the Contractor finds that the Contract Documents are or may conflict with applicable laws, ordinances, rules or regulations, the Contractor shall give, prior to performing the work in question, the Division prompt written notice, specifying each conflict.

The Contractor is required to be familiar with the code requirements applicable to the work, if the Contractor performs any work contrary to such laws, codes, rules, and regulations, and fails to provide written notice to the Division, the Contractor shall bear sole liability for all consequences.

PART 24 - ROYALTIES AND PATENTS

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Contract or the incorporation in the Contract 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 Contract and if to the actual knowledge of the Division 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 the Division in the Contract Documents.

The Contractor shall indemnify and hold harmless the Division and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patents rights or copyrights incident to the use in the performance of the Contract or resulting from the incorporation in the Contract of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

PART 25 - STRIKES AND OTHER DISRUPTIONS

Bids submitted under this proposal are acknowledged by the Division to be conditioned that the Contractor is not prevented, due to strikes or other disruptions that occur after the execution of the Contract, which affect the Contractor's sources of supply or the normal progress of the work, from obtaining the materials necessary to carry out and complete the construction covered under this Contract through other sources. Further, in the event such disruptions occur, the Contractor may apply for extensions of time to cover delays caused by such strikes or disruptions if such delays can be shown to have been caused by circumstances outside the control of the Contractor.

PART 26 - CHANGES IN THE WORK

26.1 The Division's Right to Direct Extra Work

The Division may issue a Field Order directing a Contractor to perform extra work immediately.

26.2 The Division's Right to Require Change Orders

The Division may require the Contractor to perform changes in the work consisting of additions, deletions, or other revisions. The Contract price and Contract time may be adjusted accordingly. All such changes in the work must be authorized by a Change Order and shall be performed under the applicable conditions of the Contract Documents.

26.3 Unauthorized Work

Only work that has been authorized by both a Field Order and a Change Order is eligible for compensation under this Contract. Any work performed by the Contractor without an approved Field Order or Change Order shall be considered to have been performed within the scope of the Contract Documents at no cost to the Division.

26.4 Recognition of Extra Work

If the Contractor requests extra compensation, the Contractor must first obtain a properly executed Change Order giving the Contractor authorization to proceed before performing the work. An executed Change Order delineating the work in question shall be the Division's sole recognition that a request for extra compensation is valid. In the event the Contractor fails to obtain a properly executed Change Order prior to the work in question being performed, the Division shall not be obliged to receive after-the-fact requests from Contractors for extra compensation and the work in question shall be considered to have been performed at no cost to the Division.

26.5 Determining Change Order Prices

The following methods shall be used to determine the price of Change Order items:

- a. If the Change Order involves a twenty-five percent (25%) or less change in quantities for unit price items, the price for deductions or extra work involving these items must be at the unit price quoted by the Contractor on the original bid proposal;
- b. If the Change Order involves a greater than twenty-five percent (25%) change in quantities for unit price items, the applicable unit prices may be equitably adjusted. Any such adjustments shall be made prior to the work being performed;
- c. If the Change Order involves items not listed on the original Bid Schedule, the Contractor shall present the Division with labor and material price quotes for the proposed Change Order items. These quotes may be requested by the Division either in terms of unit prices or as lump sums; or
- d. If the scope of the work involved in the Change Order is not readily definable, the Division may request the work be performed on a time and material basis with a not-to-exceed figure. This method shall be based on unit prices for both labor and materials which must be agreed to by the Division prior to the Contractor initiating work on these items.

26.6 Disputes Regarding Change Order Prices

If the Contractor and the Division cannot agree on the cost of the work, using site-specific information including but not limited to, Division historic publicly bid information, the Division shall determine and set a fair price for the work and materials at issue. Disagreement with this Change Order price determination authorizes the Contractor to invoke the dispute resolution procedures in accordance with Part 18 of this Section.

26.7 Contractor's Right to Request Change Orders

If the Contractor wishes to make a claim for an increase in the Contract price due to events outside of the Contractor's control, the Contractor shall give the Division written notice thereof within five (5) days of the event giving rise to the Contractor's claim. NO SUCH CLAIM SHALL BE VALID UNLESS SO MADE. Any change in the Contract price resulting from such claim can only be authorized by a properly executed Change Order.

If the Contractor elects to initiate a request for Change Order, the Contractor is cautioned that no work relating to the request may be performed prior to issuance of a properly executed Change Order. No oral communications, whether offered directly as confirmation of previous discussions or as hearsay, will be acceptable, and only factual evidence will be considered as possible justification of the need for a Change Order (refer to Part 26.4 above).

26.8 Monetary Compensation for Delays

No requests for additional monetary compensation due to delays by other contractors working at the site or by interruptions by utility companies will be entertained by the Division. All such requests shall be referred to the entity responsible for the delay.

26.9 Preparation of Change Orders

The Division's Project Representative shall be authorized to initiate Field Orders and Change Orders for the Division.

If the exact scope of work for the proposed Change Order can be delineated AND all prices are unit prices in the Contract, a Field Order and Change Order will be processed.

If the scope of the proposed work can be delineated but the price cannot be agreed upon a Field Order form will be issued by the Division's Project Representative describing the proposed work items AND requesting a written proposal from the Contractor. In this case, the Contractor may NOT proceed with said work until the requested proposal is received by the Division and a Field Order and Change Order is processed.

If a Change Order involves an increase in Contract time, the Change Order may also be utilized to grant changes in the Contract Completion Date if it can be shown that the critical path of construction has been altered by the work covered by the Change Order.

PART 27 – PAYMENT REQUESTS

27.1 General Information

The Contractor may submit Payment Requests once a month, or more frequently if approved by the Division's Project Representative. Partial payments issued to the Contractor as the work progresses shall, in no way, be considered an acceptance of any portion of the work embraced in the Contract Documents nor shall it relieve the Contractor of liability with respect to any obligation or any expressed or implied warranties or responsibilities for faulty materials or workmanship (see Parts 3, 8, and 39 of this Section).

27.2 Required Review by the Division's Project Representative

Before the submittal of each Contractor Payment Request, the Contractor and the Division's Project Representative must meet on the construction site to review the job progress. The Contractor and the Division's Project Representative must mutually agree on quantity and percent of work completed for all bid items before submittal. No payment will be approved for work not approved by the Division's Project Representative. Field verification of all lump sum quantities and weight slips for all unit price quantities invoiced on each Payment Request shall be reviewed during this meeting.

This review is for the benefit of the Contractor in that any requests received by the Division containing errors or requesting unacceptable amounts will be returned to the Contractor for resubmittal.

27.3 What Documents to Submit

The Contractor's Payment Request shall be submitted to the Division's Project Representative through the Division's Electronic Processing System. Each Payment Request shall be accompanied by certifications by the Contractor that:

- a. The quantities shown represent the actual value of accomplishment under the terms and conditions of the Contract Documents, including full compliance with all labor provisions; and
- b. All subcontractors and material suppliers have been paid. As certification, each Payment Request may, at the Division's request, be accompanied with a properly executed "Partial Payment Certification" from all subcontractors and material suppliers to show that all previous payments made by the Division have been applied to fulfill, in full, all the Contractor's obligations reflected in prior Payment Requests; and
- c. The as-built drawings have been annotated to show all work performed through the date of the Payment Request; and
- d. Payrolls are correct and applicable wage rates have been paid, if not previously submitted (see Section 00200); and
- e. EDGE Payment Certification.

27.4 Processing Contractor Payment Requests

Partial payments to the Contractor shall be made within thirty (30) days from the date of receipt by the Division's Fiscal Section of an approved and accurate request.

27.5 The Division's Right to Decline, Reduce, or Delay Payments

The Division may, with prior notice to the Contractor, decline, reduce, or delay the processing of Payment Requests or (because of subsequently discovered evidence or subsequent observations), may nullify, delay, or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the Division's opinion to protect the Division from loss because of:

- a. Defective or damaged work not being expediently remedied; or
- b. Third party claims filed or evidence indicating probable filing of such claims; or
- c. Failure of the Contractor to promptly pay subcontractors for labor or materials; or
- d. Evidence that the work cannot be completed for the unpaid balance of the Contract; or
- e. Damage to the Division or another contractor; or
- f. Persistent failure to perform the work in accordance with the Contract Documents; or
- g. Persistent failure to comply with orders of the Division; or
- h. Evidence that liquidated damages will be assessed against the Contractor; or
- i. Failure of the Contractor to submit and adhere to an approved Construction Progress Schedule; or
- j. Failure of the Contractor or subcontractor(s) to comply with the wage requirements of the Davis Bacon Act as amended (40 U.S.C. 3141-3148); or
- k. Failure of the Contractor or subcontractor(s) to comply with the Equal Employment Opportunity in the Construction Industry laws of Chapter 123:2-3 through 123:2-9 of the Ohio Administrative Code.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

27.6 Payment for Delivered Materials

There shall be allowed by the Division, and paid to the Contractor, a sum at the rate of ninety-two percent (92%) of the invoice costs (not to exceed 92% of the total material price bid in a unit price Contract) of material delivered on the site of the work, or other approved storage site, in the vicinity of the work provided such materials have been inspected and found to meet the specifications and the following requirements: provide a certificate of insurance specifically covering said item(s) in their storage location, or a certified letter from the Contractor's general insurance carrier noting full coverage of these items in their storage location, and a letter from the Contractor's bonding company recognizing the Division's intent to release ninety-two percent (92%) of the invoice value, even though the material is not on site. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of the project.

When a requested amount is paid for material delivered to the project site or other approved storage site and under the possession and control of the Contractor, but not yet incorporated into the project, such material shall become the property of the Division. If such material is stolen, destroyed, damaged or becomes unacceptable to the Division before being installed, the Contractor will be required to replace it at the Contractor's own expense.

To request payment for materials stored at locations other than the project site, a copy of the vendor's invoice or statement showing the billed cost of the materials and equipment for which payment is requested shall be submitted along with proof of bond coverage by the storage facility with each application for payment.

27.7 Payment for Allowances

Payment Requests which include a request for partial or total payment of allowances shall include written documentation in the form of an invoice or letter verifying the actual amount being requested for payment.

27.8 Payments to Subcontractor and Suppliers

Upon receipt of payment from the Division, the Contractor shall, within ten (10) calendar days, reimburse each subcontractor and material supplier for labor and materials for which the Contractor has received payment from the State.

The Contractor shall require each subcontractor to make payments to their subcontractor in a similar manner.

27.9 Effect of Liens on Payment Requests

By submitting a Payment Request, the Contractor warrants and guarantees that title to all work, materials and equipment covered by any Payment Request, whether incorporated in the project or not, will pass to the Division at the time of payment, free and clear of all liens, claims, security interests and encumbrances. If at any time there should be evidence of any lien or claim which is chargeable to the Contractor, the Division will cause all subsequent payments due the Contractor to be withheld for the purpose of securing such lien or claim. If a claim is made after payment, the Contractor may be required to refund to the Division a sum of money equal to the sum of all monies that the Division may be compelled to pay in discharging any lien or claim on the premises made obligatory by the Contractor's default.

27.10 Deduction and Holding of Retainage Amounts

To ensure satisfactory completion of the Contract, the Division will retain eight percent (8%) of the amount requested for labor on each application for payment until the work is fifty percent (50%) complete. Such amounts retained shall be held in an escrow account. All labor performed after the job is fifty percent (50%) complete shall be paid at the rate of one hundred percent (100%) of the amount requested for labor by the Contractor and approved by the Division. No amounts will be retained by the Division for amounts billed for materials on Payment Requests. A Contract shall be fifty percent (50%) complete when the Contractor has been paid an amount equal to fifty percent (50%) of the total cost of the labor and fifty percent (50%) of the total cost of the material of the Contract.

Upon commencement of the work, an escrow account shall be established in a financial institution chosen by the Division and approved by the Contractor. The Escrow Agreement will provide that the financial institution will act as escrow agent, will pay interest on funds deposited in such account in accordance with the provisions of the Escrow Agreement and will disburse funds from the account upon the direction of the Division. Compensation to the escrow agent for establishing and maintaining an escrow account shall be paid from interest accrued in the escrow account.

As each progress payment is made, the retainage with respect to that payment will be deposited by the Division in the escrow account. The interest earned on funds in the account shall accrue for the benefit of the Contractor until the completion date named in the Contract or the expiration of any authorized extension of such date. Interest earned after such date shall accrue for benefit of the Division. Cost of compensation to the escrow paid out of interest earned shall be borne by the Contractor.

PART 28 - DAMAGES

28.1 Assessment of Liquidated Damages

It is agreed by and between the parties that time is of the essence and an essential part of this Contract. In the event said Contractor, for any reason not approved in writing by the Division, fails or refuses to perform the work specified by the Contract Documents by the time period stipulated by the Contract Documents, the Division shall deduct from the monies due or to become due to the Contractor under this Contract, the amount set forth in the schedule herein for each calendar day of delay. These amounts shall be considered as liquidated damages and not as a penalty.

Such liquidated damages shall become due and payable upon demand by the Division for all such expenses and damages sustained by the Division from the Contractor's failure to complete the work as specified by the Contract Documents. Should the aggregate of liquidated damages be greater than the monies due or to become due to the Contractor, the Contractor shall be liable for payment of the difference upon demand of the Division.

If the Contract Completion Date precedes the Substantial Completion Date, liquidated damages will accrue automatically between the Contract Completion Date and the date the Division's Project Representative certifies, in writing, that the Substantial Completion Inspection punch list items have been satisfactorily completed. Liquidated damages will again begin accruing on the date following the issuance of the Final Inspection punch list by the Division and will continue to accrue from that date to the date the Division's Project Representative certifies, in writing, that the Final Inspection punch list items have been satisfactorily completed.

28.2 Schedule of Liquidated Damages

RC § 153.19 Contract shall contain provision as to time of completion. All contracts under sections 153.01 to 153.60, inclusive, of the Revised Code, shall contain provision in regard to the time when the whole or any specified portion of work contemplated therein shall be completed and that for each day it shall be delayed beyond the time so named the contractor shall forfeit to the state a sum to be fixed in the contract, which shall be deducted from any payment due or to become due to the contractor.

Due to the uncertainty and impossibility of determining the consequential damages incurred should the Contractor fail to complete the work on time, the following fixed per day amounts of liquidated damages is agreed upon in advance.

| Original Contract Amount | | Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time |
|--------------------------|------------------|--|
| For More Than | To and including | |
| Up To \$50,000.00 | | \$150.00 |
| \$50,000.01 | \$150,000.00 | \$250.00 |
| \$150,000.01 | \$500,000.00 | \$500.00 |
| \$500,000.01 | \$2,000,000.00 | \$1,000.00 |
| \$2,000,000.01 | \$5,000,000.00 | \$2,000.00 |
| \$5,000,000.00 | \$10,000,000.00 | \$2,500.00 |
| Over \$10,000,000.00 | | \$3,000.00 |

28.3 Payment of Liquidated Damages

Liquidated damages shall become immediately due and payable to the Division upon submittal of any Payment Request from the Contractor submitted after the Contract Completion Date and will be applied to each partial Payment Request as a deduction to the amount paid to the Contractor.

28.4 Delays by Other Contractors

If the Contractor makes a claim for monetary damages resulting from unnecessary delays caused solely by other contractors or subcontractors working at the site, the Contractor making the claim for damages shall be solely responsible for the assessment and collection of any such damages from the contractor(s) at fault. Delays caused by other contractors or subcontractors shall not release the Contractor from liability for payment of liquidated damages. The Division shall not be liable for any claim for damages caused by an alleged delay by any contractor or subcontractor.

28.5 Other Damages

The Division shall not incur any liability whatsoever for delays caused by any contractor or subcontractor, even if such damages are alleged to be based on breach of Contract by the Division.

PART 29 – NON-WEATHER-RELATED CONTRACT TIME EXTENSIONS

If the Contractor is delayed in the completion of the work by non-weather -related causes beyond the Contractor's control, the Contractor may request a written notice from the Chief for the extension of the Contract Completion Date within ten (10) days from the beginning of such delay. All requests must include:

- a. The cause of the delay; and
- b. Justification that the delay has affected the critical path of construction; and
- c. The number of days requested.

PART 30 - SUBSURFACE CONDITIONS

Requests by the Contractor for additional compensation related to subsurface conditions shall be submitted in accordance with Part 26 of this Section. All requests must include written justification as to why the subsurface condition that resulted in additional cost was not reasonably foreseeable.

PART 31 - OMISSIONS IN THE CONTRACT DOCUMENTS

If the Contractor perceives an error or omission in the Contract Documents, the Contractor shall immediately notify the Division of such omission or error and shall not proceed with the work until directed by the Division. Any work performed by the Contractor prior to clarification by the Division may not be entitled to compensation.

PART 32 - THE DIVISION'S RIGHT TO CONTROL WORK AND TO ASSESS OTHER LIQUIDATED DAMAGES

32.1 Diligent Execution of the Work

Diligent execution of the work is the Contractor's primary responsibility. The Division may issue a Field Order to compel the Contractor to perform specific work as appropriate. A Field Order to perform work within the scope of the Contract shall not give rise to additional compensation.

32.2 The Division's Right to Suspend Work

The Division may issue a Field Order requiring the Contractor to suspend or stop work. This Field Order will state the reasons for the suspension which may be based on weather, quality of materials or workmanship, sequence of work, or other factors. The Contractor shall resume the work on the date stated in the Field Order. An extension of the Contract Completion Date may be granted, in writing, for reasons as determined by the Division that were not planned for in the original construction schedule.

The Division shall provide notice to the Contractor's surety of any suspension ordered pursuant to this Section. The right of the Division to suspend the work shall not give rise to any duty on the part of the Division to exercise this right for the benefit of the Contractor or any other entity.

Liquidated damages will not accrue during the mandated suspension, but may accrue, as appropriate, upon resumption of the work.

32.3 The Division's Right to Perform Work

The Division may furnish materials and labor and execute such work as the Division may desire, in addition to or in place of work authorized by the Contract. If the Division performs work authorized by the Contract, the Division may deduct the value of such work from the Contract.

If the Contractor persistently disregards the written instruction of the Division, neglects to execute the work properly, refuses to remedy any defects in the work as a result of inferior quality of workmanship or material, or fails to perform any provision of this Contract, the Division, after seven (7) calendar days written notice to the Contractor, may make good such deficiencies by whatever method the Division may deem expedient and may deduct the cost thereof from the payment then due or thereafter due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Division.

The correction of defective work by the Division shall not, however, constitute a release of the Contractor's obligation to perform the remaining work items in accordance with the Contract Documents.

32.4 Right to Assess Other Liquidated Damages

The Chief may separately assess liquidated damages for the Contractor's failure to comply with written instructions (e.g., inoperative, non-existent sediment control structures, diversion ditches, erosion controls, exposed final grading, re-soiling with seeding, fertilizer, mulch, etc.) or any substantial violations of the contract specifications. The Chief shall consider the following factors in determining the amount of liquidated damages:

- a. The Contractor's history of previous violations at the project site;
- b. The seriousness of the violation, including any irreparable harm to the environment and any hazard to the health and safety of the public;
- c. Whether the Contractor was negligent; and
- d. The demonstrated good faith of the Contractor in attempting to achieve compliance after notification of the violation.

In no event shall the liquidated damages for a violation exceed \$750.00/day. Whenever a violation contained in a written notice from the Chief has not been abated within the specified abatement period set in the notice, liquidated damages of not greater than \$750.00 shall be assessed for each day during which such failure continues. Each violation shall constitute a separate offense.

PART 33 - TERMINATION OF THE CONTRACT

33.1 Termination for Convenience

The Division may, at any time upon twenty (20) calendar days written notice to the Contractor, terminate the Contract in whole or in part for the Division's convenience and without cause. Upon receipt of a notice of termination for convenience, the Contractor shall immediately:

- a. Cease operation as specified in the notice; and
- b. Place no further orders and enter no further subcontracts for materials, labor, services, or facilities except as necessary to complete continued portions of the project; and
- c. Terminate all subcontracts and orders to the extent they relate to the work terminated; and
- d. Complete performance of any work not terminated; and
- e. Take any actions that the Division may direct for the preservation of the work.

Upon such termination, the Contractor shall be paid a fair and reasonable compensation in accordance with the Contract Documents for work completed, including any amount retained, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them. The Contractor shall be entitled to a fair and reasonable profit for the work performed, but in no event shall the Contractor's compensation exceed the total Contract price. All materials, equipment, facilities, and supplies at the project site, or stored offsite, for which the Contractor has been compensated shall become the property of the Division. Any dispute as to the sum payable to the Contractor shall be resolved in accordance with the provisions of the Contract Documents.

33.2 Termination for Cause

The Division may terminate the Contract upon the occurrence of any one or more of the following events:

- a. If the Contractor repeatedly fails to supply sufficient skilled workers, suitable materials, or equipment as directed by the Division; or
- b. If the Contractor disregards laws, codes, ordinances, rules, regulations, or orders of any public body having jurisdiction pertinent to the performance of the work; or
- c. If the Contractor otherwise violates, in any substantial way, any provisions of the Contract Documents; or
- d. If the Contractor knowingly makes any false statement, representation, or certification; or
- e. If the Contractor knowingly fails to make any statement, representation, or certification which is required by the Contract Documents; or
- f. If the Contractor's company or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Contract by any federal department or agency; or

- g. If the Contractor fails, within ten (10) calendar days, to reimburse subcontractors and material suppliers for labor and materials for which the Contractor has received payment from the State.

Upon the certification of the Chief that sufficient cause exists to justify such action, the Division may, after ten (10) calendar days written notice to the Contractor, terminate the employment of the Contractor. The written notice shall be sent by certified mail, and the work shall be completed by whatever method the Division may deem appropriate and expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is completed.

33.3 Completion of the Work

Upon notification of Contract termination, the surety shall have the right to take over and perform the Contract, provided, however, that the surety must commence actual work at the site within five (5) working days of the date of the letter containing the notice of effective date of termination.

If the surety fails to meet the above requirement, the Division shall have the option to finish the work by whatever method the Division may deem appropriate, expedient, and cost effective for the account of and at the expense of the Contractor and the Contractor's surety for all excess direct and indirect costs, including but not limited to compensation for additional professional services occasioned to the Division by such completion of the Contract.

After the Contractor's services have been so terminated by the Division, the termination shall not preclude rights of the Division against the Contractor then existing, or which may thereafter accrue. Retention or payment by the Division of monies due the Contractor to satisfy obligations prior to termination will not release the Contractor from liability.

33.4 Contractor Bankruptcy

If the Contractor files a voluntary petition in bankruptcy, an involuntary petition in bankruptcy is filed against the Contractor, the Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed for all or a substantial part of the Contractor's business or property, the Division may serve written notice to the Contractor and the Contractor's surety stating that any failure of the Contractor to provide adequate assurances of continued performance will be considered a rejection of the Contract and shall result in a termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court rejecting the Contract. Upon a final determination, either by a court or by arbitrators having jurisdiction, that such termination was improper, the termination will be deemed to be a termination for convenience. The Contractor's sole remedy for a wrongful declaration of default by the Division shall be limited to recovery of profit on work completed prior to such declaration.

PART 34 - UTILIZATION OF FACILITIES BY THE DIVISION PRIOR TO SUBSTANTIAL COMPLETION

34.1 Assessment of Responsibilities

Upon the request of the Division to occupy or use any portion(s) of the work prior to Substantial Completion, the Contractor shall submit to the Division, in writing, an Assessment of Responsibilities regarding the insurance, security, operation, safety, maintenance, guarantee/maintenance periods, heat, and utilities of the portion(s) of the work to be occupied or utilized by the Division. Following the approval of the Assessment of Responsibilities by both parties, the Division may then proceed to use or occupy said portion(s) of the work.

34.2 Effect on Retainage

The use or occupancy of portion(s) of the work prior to Substantial Completion shall not affect the release of retainage amounts to the Contractor. To have any portion of the retainage amount released, the Contractor MUST be able to meet the requirements for Substantial Completion (see Part 35 of this Section).

34.3 Contractor Access to the Work

The use or occupancy of portion(s) of the work prior to Substantial Completion shall not affect the Contract Completion Date. In the event the Division obtains partial or total use of the facilities, the Division shall allow the Contractor reasonable access for other valid causes on a case-by-case basis mutually agreed to between the Division and the Contractor.

34.4 Effects on Guarantee Period

NO GUARANTEE PERIODS SHALL BEGIN BEFORE COMPLETION OF THE SUBSTANTIAL COMPLETION INSPECTION.

PART 35 - SUBSTANTIAL COMPLETION

35.1 Scheduling

When the Contractor believes that the work is nearing completion, the Contractor may request the Division's Project Representative to schedule a Substantial Completion Inspection. If it is determined by the Division that the work warrants an inspection, such inspection shall be made by the Division. Upon completion of the inspection, the Division shall provide the Contractor, if warranted, with a Substantial Completion punch list identifying those items found to be incomplete or unacceptable. Any such punch list issued shall, however, not be considered all-inclusive of all remaining items of work to be completed by the Contractor.

35.2 Correction of Punch List Items

Upon receipt of the Substantial Completion punch list from the Division's Project Representative, the Contractor shall immediately address all items. When all items are completed, the Contractor shall notify the Division's Project Representative to review the completed work items as part of a subsequent Substantial Completion Inspection.

An additional Substantial Completion punch list shall be completed, as necessary.

35.3 When to Submit Application for Substantial Completion Payment

After the Contractor has completed all work and made all Substantial Completion Inspection punch list corrections to the satisfaction of the Chief and delivered all maintenance and operation instructions, schedules, guarantees, bonds, test results, as-built drawings, records, and has submitted all other documents as required by the Contract Documents, the Contractor may submit a Payment Request for Substantial Completion payment.

35.4 Processing Procedure

Upon receipt of a Payment Request for Substantial Completion payment, the Division will review for completeness and accuracy. If the Payment Request is incomplete and/or inaccurate, it will be returned to the Contractor for correction and resubmittal. When the Payment Request is complete and accurate the Division will process the Substantial Completion Payment Request. The Substantial Completion request will not be deemed complete unless accompanied by signed Certificate of Payment – Final Payment Forms from all subcontractors and material suppliers.

35.5 Certificate of Substantial Completion

After the Division's acceptance of both the Substantial Completion work and the Substantial Completion Payment Request, the Substantial Completion Certificate will be executed and issued to the Contractor. Upon receipt of the Substantial Completion Certificate, the Contractor may submit a Maintenance Bond, in the amount of ten percent (10%) of the current Contract amount (considering all extra and deduct orders). The Contract Bond shall be returned to the Contractor upon receipt of the Maintenance Bond by the Division. The Maintenance Bond shall be returned to the Contractor upon expiration of the guarantee and maintenance periods and satisfactory achievement of the performance standards outlined in Part 37 of this Section.

PART 36 - RELEASE OF RETAINAGE

Immediately upon full execution of the Substantial Completion Certificate, the Division shall forward a copy of the certificate to the escrow agent for the purpose of releasing all retainage amounts, along with applicable accumulated interest due to the Contractor.

PART 37 - GUARANTEES AND WARRANTIES

37.1 Period of Guarantee and Responsibility of Contractor During Maintenance Period

The Contractor shall guarantee workmanship and materials for a maintenance period of one (1) year, commencing on the date of acceptance of the work at a Substantial Completion Inspection. Should defects develop within the maintenance period, the Contractor shall, upon written notice of the same, remedy the defects for all damage to the work whether caused by the defects of the work or correcting the same. If the Contractor, after due notice, refuses or neglects to remedy the defects as notified to the satisfaction of the Division, then the Division may and is empowered to proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor. The payment of claims for material and labor and other expenses shall be a prerequisite to the termination of the maintenance period and to the release of the sureties on the Contract Bonds or Maintenance Bonds. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Contract.

37.2 Determining Successful Planting

The permanent planting of grasses and legumes shall be deemed to be successful if the species that were planted in accordance with the approved plans are established and maintained for one (1) "growing season," as defined under DEFINITION OF TERMS in this Section, and the vegetation must meet the following standards:

- a. At least ninety percent (90%) of the land affected shall be judged to be of good quality, and "good" is defined as an area that has at least seventy-five percent (75%) cover; and
- b. The remaining ten percent (10%) of the land affected shall be judged to be of fair quality, and "fair" is defined as an area that has at least fifty percent (50%) cover but less than seventy-five percent (75%) cover; and
- c. All land affected and having less than fifty percent (50%) cover shall be judged poor and deemed unacceptable; and
- d. All areas judged to be good, or fair must have species diversity requirements of those recommended for planting.

A series of four (4) random line transects are to be laid out within the project boundaries. A string one hundred (100) feet long, having one (1) foot graduation, shall be placed along the transect line. The person conducting the transect will then walk along the line counting only the markers which are in actual contact with the vegetation. The number of count points are to be recorded as subtotals. When the four transects are completed, the average of the four transects subtotals is then equal to the percent of vegetative cover for the project.

PART 38 - FINAL INSPECTION

38.1 Scheduling

An inspection will be scheduled during the last 90 days of the maintenance period. Upon completion of the inspection, the Division shall provide the Contractor, if warranted, with a punch list identifying those items found to be incomplete or unacceptable. Any such punch list issued shall, however, not be complete or all-inclusive of all remaining items of work to be completed by the Contractor. If it is determined by the Division that the work is complete and warrants a Final Inspection, such inspection shall be made by the Division.

38.2 Correction of Punch List Items

Upon receipt of the punch list from the Division's Project Representative of work items to be completed or corrected prior to a subsequent Final Inspection, the Contractor shall immediately make such corrections and do such things as are necessary to fulfill all requirements. When the Contractor believes that all items on the list have been satisfactorily completed, the Contractor shall notify the Division's Project Representative to review the completed work items

PART 39 - FINAL PAYMENT

39.1 When to submit Final Payment Request

After the Contractor has completed all final work and made all punch list corrections to the satisfaction of the Chief and has submitted all documents required by the Contract Documents, the Contractor may submit a final Payment Request.

39.2 Processing Procedure

Upon receipt of a final Payment Request, the Division will review the Request for completeness and accuracy. If the Payment Request is not complete and/or accurate, it will be returned to the Contractor for correction and resubmittal. Once the Payment Request is complete and accurate, the Division will process the final Payment Request.

PART 40 - CONTRACT COMPLETION CERTIFICATE

Upon completion and acceptance of the work at the conclusion of the maintenance period, the Division shall issue a Final Completion Certificate to the Contractor indicating that the work has been completed under the conditions of the Contract Documents. The original contract bond or maintenance bond will be returned to the Contractor and a copy of the Final Completion Certificate will be sent to the bonding company.

END OF SECTION

**SECTION 01100
GENERAL SPECIFICATIONS**

PART 1 - FIELD DIMENSIONS AND ELEVATIONS

1.1 Drawings

The Contractor will be furnished, at the pre-construction meeting, four (4) sets of plans and specifications without charge.

1.2 Use of the Drawings

Figured dimensions on the drawings shall take precedence over measurement by scale, and larger scale details and detailed working drawings shall take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work. In the event of discrepancies between drawings and specifications, the Contractor shall notify the Division, who shall interpret the true intent. As required, the Division will provide direction and/or updated drawings by Field Order.

1.3 Construction Layout

A licensed professional surveyor shall establish horizontal and vertical controls, boundary work, and specified staking necessary to secure a correct layout and construction of the work. Construction layout shall be performed in a clearly understood method and manner

Contractor shall maintain and exercise care in the preservation of survey staking and control. Contractor shall be responsible for having displaced, damaged, or removed survey staking, and control reset.

Global positioning system's base station shall be set up based on survey control set by a licensed professional surveyor. The Division may still require construction layout staking as specified. Contractor shall provide rover unit for Division use and shall train Division personnel on how to use.

PART 2 - SITE CONDITIONS

2.1 Surface Conditions

Contours, topography, profiles of the ground, and physical features, etc. shown on the Contract Documents are understood to reasonably represent existing ground surface conditions.

2.2 Subsurface Conditions

Subsurface investigations performed at the site were utilized by the Division in preparation of the Contract Documents. These investigations by nature are unable to completely reveal all subsurface conditions. Applicable information from these investigations have been provided within the Contract Documents.

2.3 Tree/Vegetation Removal

The Division shall indicate which trees or other vegetation are to remain in place. All trees/vegetation to remain shall be clearly marked by the Contractor prior to any work in the area. The Contractor shall make any necessary adjustments in his grading plan to ensure positive drainage as designated by the Division.

Trees and vegetation are considered real property and may not be possessed by the Contractor unless permission is granted by the landowner.

PART 3 - SHOP DRAWING AND SAMPLE SUBMITTALS

3.1 General Information

Prior to the pre-construction meeting, the Contractor shall submit shop drawings, cut sheets, and samples required for the work as noted in the Contract Documents.

The information shall be submitted in such detail as may be necessary to permit the Division to verify compliance with the Contract Documents and the design intent. As a courtesy, the Division will provide each Contractor a list (not necessarily all inclusive) of required submittals for reference. The completeness of this list, however, is not guaranteed and it shall be the responsibility of the Contractor to verify its completeness.

At the time of such submission, the Contractor shall, in writing, call the Division's attention to all deviations that the shop drawings or samples exhibit from the requirements of the Contract Documents.

In all cases where one or more components is/are dependent one upon another for proper installation, function, or operation, complete submittal data describing all components so related shall be obtained and coordinated by the Contractor. The submittal shall be made as a fully integrated submittal that will enable the Division to verify the Contractor's understanding of the complexity and Contractor's preparedness to proceed with all work affected. The sole responsibility for coordination of submittals shall be the Contractor's.

3.2 Format Required for Shop Drawing and Sample Submittal(s)

The submittal(s) shall clearly identify the project name and number, and shall be complete with respect to dimensions, materials of construction, the name and address of the manufacturer and local supplier, and pertinent catalog numbers. The information shall include enough detail to permit the Division to verify compliance with the Contract Documents and the design intent.

3.3 Certifications Required

The Contractor's stamp of certification and signature shall be required on every submittal made to the Division. The stamp of certification shall constitute a representation to the Division that the Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so, and that the Contractor has reviewed and coordinated each shop drawing and sample with the requirements of the Contract Documents.

3.4 Review of Submittals by the Division

The Division will review and act upon shop drawings and samples, but this review and action shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents, and shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions or programs incident to such factors. The review of and action upon a separate item will not indicate acceptance of the assembly in which the item functions.

The Division may check submitted data in more or less detail, such checking is an effort to discover errors and omissions in the Contractor's drawings and to assist the Contractor in coordinating and expediting his work and shall in no way relieve the Contractor of his obligation and responsibility to coordinate the work and to engineer the details of the work in such manner that the purpose and intent of the Contract will be achieved; nor shall such detail checking by the Division be construed as placing on him or on the Division any responsibility for the accuracy, and for proper fit, function or performance in any phase of the work included in any of these Contracts.

Upon satisfactory review of shop drawings and samples, one copy of shop drawings will be returned to the Contractor bearing a review stamp.

3.5 Resubmittal Procedures

If the Division rejects a submittal as non-compliant with the Contract Documents, or if insufficient information has been provided to determine compliance, the Contractor shall make a resubmittal without undue delay and at the Contractor's sole expense, which complies with the Contract Documents or provides additional information as required. Resubmittals shall be clearly identified by the Contractor as such, and all changes from the previous submittal shall be plainly evident.

PART 4 - TEMPORARY ACCESS

The location of all temporary roadways and similar facilities shall be subject to the approval of the Division, and these shall be located and maintained so as not to interfere with other work performed by the Division or by other contractors.

The Division or other contractors may use temporary roadways or other facilities that a Contractor installs, maintains, and removes at the completion of the work, at such reasonable time(s) as may be directed by the Division.

Upon completion of the work, the Contractor shall remove all temporary access and shall restore the areas disturbed in accordance with the Contract Documents.

PART 5 - FIELD OFFICE

The Contractor shall provide and maintain an office on the site of the work during the construction period of the Contract unless otherwise waived by the Division. This office shall be of substantial, weatherproof construction with windows and doors protected against entry of dust, dirt, and rain, and shall be adequately lighted, heated, air conditioned and ventilated. The office shall also have potable water, a telephone, internet service, office furniture, a drafting table, and a minimum of one hundred (100) square feet of working space for the Division Project Representative.

The field office shall be readily available by two-wheel drive vehicles, and all-weather parking shall be provided for at least three (3) vehicles.

The Contractor must maintain the following documents in the field office:

- a. A copy of the Contract Documents; and
- b. A construction logbook properly maintained by the Contractor; and
- c. A set of record drawings; and
- d. An updated progress schedule; and
- e. A copy of all submittals; and
- f. All other permits or postings required by the Division, the Ohio Revised Code, and Local/State/Federal regulatory agencies.

PART 6 - MATERIAL AND EQUIPMENT DELIVERY

Shipments of material to be used by the Contractor in the work shall be scheduled for delivery to the site only during the regular working hours of the Contractor. If a delivery must be made during other than the normal working hours of the Contractor, his authorized agent shall be on duty to receive such material. No employee or agent of the Division shall be authorized or requested to receive shipments designated for the Contractor.

PART 7 - STORAGE OF MATERIALS

All materials and equipment incorporated in the work shall be stored in clean, dry storage facilities acceptable to the Division. Adequate storage facilities shall be maintained by the Contractor for the duration of the project. The Contractor shall bear sole responsibility for the security of all storage facilities and shall provide ready access to the Division as requested.

When the specifications for material or item of equipment requires, or manufacturer's product information recommends or mandates certain storage conditions or precautions, the facilities furnished by the Contractor shall incorporate means that will ensure compliance with such requirements.

All material and equipment damaged by action of water, temperature or the elements will be rejected as defective and shall be replaced by the Contractor at no cost to the Division.

PART 8 - SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL

Temporary sanitary facilities for the use of all persons employed on the work shall be supplied and maintained by the Contractor. The Contractor shall promptly and fully comply with all orders and regulations regarding sanitary facilities. At the completion of the work, the Contractor shall remove these temporary facilities to the satisfaction of the Division.

PART 9 - TEMPORARY UTILITIES

9.1 Temporary Water Supply

The Contractor shall provide and pay for all water required for construction purposes on the project. The source, quality, and quantity of water furnished shall always be compliant with applicable health, safety, and environmental regulations.

9.2 Temporary Electric Power

The Contractor shall make all the necessary arrangements for temporary light and power services and shall pay all charges, both for service installation and removal, if required, and for energy consumed until completion of the project.

9.3 Temporary Heat

The Contractor shall provide and pay for all temporary heat for all work areas of this Contract for such period and at such temperature as is necessary for the proper protection and execution of the work.

PART 10 - USE OF EXISTING ROADWAYS

Prior to the start of work, the Contractor shall contact all agencies governing public roadways to be utilized for hauling of materials and shall provide the applicable agencies with whatever bonds, permits, etc., are required.

Before the start of work, each Contractor performing work within the right-of-way of existing roads shall be responsible for the payment of any bonds, etc., required by the agency having jurisdiction.

During the progress of the work, the Contractor shall provide access for both vehicular and foot traffic on any road and shall indemnify and hold harmless the Division from any expense due to the Contractor's operations. The Contractor shall also maintain free access to all fire hydrants, water and gas valves located along the line of work. Gutters and waterways must be kept open or other provisions made for the removal of storm water.

The Contractor shall be responsible for the cleaning of public roads utilized as access to the site to the satisfaction of the governing agencies having jurisdiction.

PART 11 - HOURS OF WORK

Normal hours of work are between 7:00 AM and 6:00 PM on Monday through Friday. Any alterations to these times or days are not permitted without the prior written permission of the Division. Should it be desired to perform regular and continuous night work, the lighting, safety, and other facilities which are necessary for performing work at night must be provided by the Contractor at his own expense.

PART 12 - WORK IN INCLEMENT WEATHER

The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing bid. Contractor shall provide adequate protection of all work from unfavorable weather and extremes of temperature to the satisfaction of the Division.

Time extensions for abnormally inclement weather shall only be granted when the historical means of weather have been exceeded for that month and the critical path of work has been affected. Historical mean weather conditions shall be based on the historical mean information presented in the Climatological Summaries published by the U.S. Department of Commerce or other recognized local source of climatic data approved by the Chief prior to start of the work. Time extensions for abnormally inclement weather shall only be granted monthly and shall only be granted for the following conditions experienced for each month:

- a. Where the number of days of precipitation over 0.10 inch exceeds the historical mean for that month; or
- b. Where the number of days having a maximum temperature of 32°F or below exceeds the historical mean for that month; or
- c. Where the number of days experiencing a minimum temperature of 0°F or below exceeds the historical mean for that month.

If the Contractor feels that the critical path of construction has been affected by abnormally inclement weather conditions, he may request a Contract time extension. This request must be made in writing within fifteen (15) days of the end of the affected period, and this request must include the following:

- a. The type of adverse weather and specific dates affected; and
- b. The specific item(s) of work impacted and their relation to the critical path of construction; and
- c. A comparison with the historical mean weather conditions for the month in which the adverse weather occurred; and
- d. The specific number of days requested for the Contract time extension.

Upon receipt of the above information, the Division will respond in writing to the Contractor regarding approval or disapproval and the number of days granted for the extension of time.

PART 13 - USE OF EXPLOSIVES

The use of explosives shall only be permitted upon approval of a blasting plan for specific items identified in Contract Documents by the Division.

PART 14 - PROTECTION OF SURFACE FEATURES

The Contractor shall take precautions necessary to protect surface features, including but not limited to, private and public buildings, structures, fencing, lawns, trees, shrubs, roads, mailboxes, curbs, utilities, which may be adversely affected by construction activities. Damage shall be repaired and/or replaced by the Contractor at the Contractor's expense, including necessary regrading, repaving, seeding, sodding, replanting, and all other restoration required to achieve a result equal to or better than the conditions before the commencement of work.

PART 15 - PROTECTION OF EXISTING UTILITIES

Before the commencement of work, the Contractor shall contact all utility companies including, but not limited to, gas, water, sewer, telephone, cable, fiber optic, electric and petroleum utilities to determine if they have underground facilities in the area of the project. As a part of this requirement, the Contractor shall also call the Ohio Utility Protection Service at 1-800-362-2764 or 811 a minimum of forty-eight (48) hours before the start of any underground work.

If the utilities or underground structures are owned or operated by ODNR or another entity that does not provide a locating service, the Contractor shall be responsible for locating these utilities or structures.

The Contractor shall promptly repair existing utility services interrupted or destroyed because of their actions.

PART 16 - TESTS AND INSPECTIONS

Contractor shall give the Division timely notice of the readiness of the work for all tests and inspections required by the Contract Documents. If any work to be tested or inspected is covered before testing or inspection, it shall be uncovered for observation and recovered at the Contractor's expense.

If a law, ordinance, rule, regulation, code, or order of public body having jurisdiction requires specific work to be inspected, tested, or approved, the Contractor shall have sole responsibility to ensure such inspection is performed by approved organizations and pay all costs for such testing and inspections. The Contractor is required to provide the Division with all inspection and testing labs or companies as part of the pre-construction document submittal (see Part 7.2c of Section 00400).

If the results of a test observed by the Division indicate that the materials, equipment, or workmanship failed to demonstrate adequacy or reasonable expectation of the necessary function of the work, the Contractor shall undertake corrective action that is acceptable to the Division. Upon completion of corrective action, the Contractor shall re-test in the presence of the Division Project Representative. This procedure shall be repeated as often as necessary until all facilities constructed under this Contract have successfully demonstrated their ability to perform the functions for which they were designed and installed.

PART 17 - EQUIPMENT START-UP

17.1 General Information

Equipment start-up shall not commence until the appropriate operation and maintenance manuals have been accepted by the Division. The Contractor shall supply all chemicals, lubricants, fuels, and other consumable goods required for all start-up operations and shall supply a thirty (30) day allotment of all consumable goods required for the equipment.

Before the completion of the work and before either issuance of the Certificate of Substantial Completion or the Final Inspection, the Contractor shall make all necessary adjustments, calibrations, and tests; balance and adjust all air and water flows; make appropriate settings of all valves; and perform all other necessary operations to render all equipment and systems fully operable as required.

The following steps, in the order presented, shall be completed for all equipment and systems furnished under this Contract:

- a. Individual system start-up conducted by the Contractor; then
- b. Individual system start-up conducted in the presence of the Division; then
- c. Issuance of punch list(s) by the Division for the individual system(s); then
- d. Total system start-up under coordination of the Contractor; then
- e. Equipment operation training of Division personnel; then
- f. Submittal of all approved equipment, system and building certificates of inspection to the Division.

17.2 Individual System Start-up by Contractor

The Contractor's individual system start-up shall include whatever work is necessary to render each individual system operable as intended by the Division and shall include a rehearsal of the procedures that will be employed during the individual system start-up and testing witnessed by the Division. Initial test runs and necessary adjustments or repairs made because of such runs, shall be the sole responsibility of the Contractor.

17.3 Individual System Start-up in the Presence of the Division

The Contractor shall notify the Division one (1) week in advance for each individual system that the Contractor believes is ready for start-up. The Contractor shall perform the following tests in the presence of the Division's Project Representative: conduct dry runs of all equipment; check compatibility of equipment and controls with other equipment; conduct wet runs of equipment; and check all feed and flow rates. As a result of the start-up of an individual system, the Division shall issue a punch list identifying all deficiencies found in the installation or operation of that system. The Contractor shall correct all deficiencies on these lists prior to total system start-up.

17.4 Total System Start-Up

Before the total system start-up, the Contractor shall ensure that all individual systems have been inspected and pre-tested as required by the Contract Documents. After such verification, the Contractor shall set the date and time for a start-up of the total system. The Division shall be notified of this meeting in writing with no less than seven (7) days advance notice.

At the Total System Start-Up Meeting, the Division and the Contractor shall conduct a review of the total system. Deficiencies noted during this review shall be corrected by the Contractor prior to the issuance of any completion certificates.

17.5 Equipment Operation Training

The Contractor shall provide all required training to user personnel for the operation and maintenance of all equipment. After training is completed, the Contractor shall note the date(s) of the training and the names of the Division personnel trained and shall include this information in the operations and maintenance manual(s) for the project.

PART 18 - CLEAN UP

Contractor shall remove from the site and dispose of debris and waste material resulting from the work. Particular attention shall be given to minimizing any fire and safety hazards from materials or from other combustibles as may be used in connection with the work, which shall be removed daily.

Before the Substantial Payment Request will be paid, Contractor shall tear down and remove all temporary structures.

PART 19 - AS-BUILT DRAWINGS

The Contractor shall keep an accurate record of all deviations from the Contract Documents. Contractor shall legibly and correctly note any deviations on the drawings affected and shall keep this set of as-built drawings available for inspection at the site and as-built drawings shall be updated monthly. The Contractor shall protect this set of drawings from weather and damage.

At a minimum, the as-built drawings shall show:

- a. Any existing utility services uncovered during the work; and
- b. Every other feature or aspect of the completed project which was not shown on or deviates from the Contract Drawings, including work added or deleted through Change Orders.

At completion of the work and before final approval, the Contractor shall make any final corrections to the record drawings and submit them to the Division.

PART 20 -EQUIPMENT MANUALS, WARRANTIES AND GUARANTEES

The Contractor shall compile manufacturer's operation and maintenance manuals for all equipment furnished under this Contract.

All instruction information shall be submitted as two complete sets, each set assembled into three-ring, loose-leaf binders organized and indexed in the order of appearance in the Detailed Specifications. Information shall be divided into logical divisions, and each binder shall contain a table of contents specific to that binder. In all cases, information shall identify all precautions, procedures, and adjustments that affect continuity of warranty coverage.

The first sheet of each section shall list the following information appropriate for each item(s) for which all sheets immediately following apply:

- a. Manufacturer's name, address, and telephone number; and
- b. Manufacturer's local distributor or representative's name, address, and telephone number; and
- c. The year of purchase and the year of manufacture of the equipment, where applicable; and
- d. Model and serial number(s), including a sub-listing for all assembly components (e.g., pumps, motors, variable speed devices, and other appurtenances); and
- e. A copy of the approved submittal for the item; and
- f. List of warranties and guarantees; and
- g. A copy of the fully executed warranty/guarantee certificate, which must be provided prior to submission of a Substantial Payment Request.

PART 21 - APPLICABLE CODES AND STANDARDS

21.1 Reference to Highway Specifications

Whenever reference is made to the State of Ohio, Department of Transportation Construction and Material Specifications (ODOT CMS), the section or item number will be referred to and such reference shall govern the conduct of the work herein and have the same force and effect as though transcribed into these specifications. The latest issue of the specifications shall govern this project.

PART 22 - MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the project area in a satisfactory condition daily during construction with adequate equipment and forces to perform the work until the project is accepted by the Division.

All cost of maintenance work during construction and before the project is accepted by the Division shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

PART 23 - WINTERIZATION AND PROJECT SHUTDOWN

The Contractor shall anticipate project shutdown for winter or other long periods of time. Contractor will coordinate the work so that the minimum area will be left disturbed. Contractor shall refer to Detailed Conditions 1140 for requirements for winterization and project shutdown.

END OF SECTION

DIVISION II
SECTION 02000
DETAILED CONDITIONS
GOSLINE H2OHIO AMD PROJECT

1100 SCOPE AND INTENT OF WORK

The scope and intent of this project includes:

1. To improve water quality in Rush Creek by remove existing acidic water pit impoundment and capping of existing acidic barren spoil.

The following is a detailed list of the specifications associated with the project:

1. Mobilization/Access
2. Maintaining Traffic
3. Clearing and Grubbing
4. Impoundment Dewatering
5. Earthwork
6. Grading
7. Compacted Fill
8. Specific Work Allowance
9. Type D Rock Channel Protection
10. Geotextile
11. Culvert Cleanout
12. Concrete Headwall
13. Concrete
14. 15" PE/PVC Culvert
15. Silt Fence/ Straw Bale Dikes
16. #1 & #2 Stone
17. #3 & #4 Stone
18. #57 Stone
19. Washed River Gravel
20. Underdrains
21. Outlet Pipe
22. Impervious Liner
23. Off Site Borrow
24. Standard Revegetation
25. Lime
26. Aggregate Drains
27. Surveying

1105 SEQUENCE AND TIMING OF WORK

- A. The sequence and timing of work for the above-described work shall be in accordance to the Appendix 1 to these specifications titled "**Sequence of Work, Gosline Project Number PR-Pk-50**".
- B. The Contractor shall be furnished up to four (4) sets of Plans and Specifications without charge. Additional Plans and Specifications shall be furnished upon written request at the cost of reproduction. One set of Plans shall be used for as-built drawings, as required by the General Conditions.

1120 DRAWINGS

- A. The work shall conform to the drawings entitled "**Gosline H2Ohio AMD Project, Perry County, Reclamation Project Number PR-Pk-50**," which form a part of these specifications, and are on file in the Division of Mineral Resources Management, Department of Natural Resources, 2045 Morse Road, Building H-2, Columbus, Ohio 43229-6693. Telephone (614) 265-6716.

1125 USE OF ODOT SPECIFICATIONS

- A. This project uses the Ohio Department of Transportation, Construction and Material Specifications, January 1, 2023, as a supplement, and as part of these Contract Documents. The Contractor shall be responsible for having a copy of this specification book as a condition to completing this project. The Contractor may obtain copies of the Construction and Materials Specifications by contacting:

Ohio Department of Transportation
Office of Contracts
1980 West Broad St.
Columbus, Ohio 43223
Telephone (614)-466-3778 or 466-3200.

Price: \$8.25 + shipping + tax.
Make check payable to:
Treasurer, State of Ohio
c/o Department of Transportation.

1130 PROTECTION OF EXISTING UTILITIES

- A. Existing known utilities are shown on the drawings. The locations of the utilities identified are approximate and are based on the best information available to the Chief. Before construction begins, the Contractor, acting as an agent for the Chief, shall locate all utilities. The Contractor shall be responsible for complying with all regulations pertaining to utilities in the State of Ohio. The Contractor shall assume all risks for all utilities located about his work, whether above or below the surface of the ground. He shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of the utilities, or any person or property by reason of injury to them, whether such utilities are or are not shown on the drawings, once they have been uncovered by the work. **Two working days before digging call the Ohio Utility Protection Service (Telephone: 811). The Contractor shall be responsible for contacting all utility owners that the Utility Protection Service does not cover.** As the work continues, the Contractor shall contact the Utility Protection Service on a routine basis to guarantee that the service has contacted all of the utility owners and that all lines have been marked on the field.

Utility Information

| <u>Company Name</u> | <u>Utility</u> | <u>Phone No.</u> | <u>Member</u> |
|--------------------------------|-----------------------|-------------------------|----------------------|
| Southern Perry County Water | Water | 740-469-1268 | Yes |
| Pike Township Trustee's Office | Roads | 740-605-1605 | No |

1140 EROSION AND SEDIMENTATION CONTROL

Temporary erosion control measures are required during the course of the project. On this project, these may consist of straw bale dikes, silt fence, temporary seeding, permanent pond and temporary sediment basin construction.

- A. **Maximum Exposed Areas:** The Chief shall limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, resoiling, mulching, seeding and other such permanent control measures current in accordance with the acceptable schedule.
- B. **Winterization:**
1. When an incomplete project will be left exposed throughout the winter season, the Contractor shall furnish the Chief a plan indicating the control measures to be installed and maintained until the next construction season. All areas that are not resoiled, seeded and mulched by November 1 shall require an "over-wintering" plan.
 2. If the winter period falls within the anticipated construction period of the Contract and as indicated in the original approved construction schedule, control structures will be paid for by the Chief at the unit prices bid.
 3. If the project is not substantially completed prior to the winter season due to the failure of the Contractor to meet the completion date, these necessary control structures will be installed and maintained by the Contractor at his expense and these

items will not be paid for under the terms of the Contract, except those that are permanent facilities to be left in place in accordance with the Plans and Specifications.

C. Other Controls:

Dust Control: Off-site vehicle tracking of sediments and the generation of dust must be minimized and any waste drilling cuttings and cement must be properly disposed of (Note: Remove this highlighted portion as addressed in SWPPP). Construction sequencing and disturbing only small areas at a time can greatly reduce problematic dust from the site. If land must be disturbed, additional temporary stabilization measures should be considered prior to disturbances.

1. In areas expected to handle vehicular traffic, street sweepers, calcium chloride or water are effective means of dust control. Sprinkling the ground surface with water until it is moist is an effective dust control measure for haul roads and other traffic.
2. In areas not expected to handle vehicular traffic, vegetative stabilization of the soil is often desirable. This can be achieved through temporary or permanent seeding or sodding as local conditions warrant.
3. Mulching can be a quick and effective means of dust control for a recently disturbed area.
4. Wind breaks can be either natural or constructed that will reduce wind velocity through the site. They can be trees or shrubs left in place during site clearing, or constructed barriers such as wind fence, snow fence, tarp curtain, hay bale, crate wall or sediment wall.
5. Stone may be an effective dust deterrent for construction roads and entrances or as a mulch in areas where vegetation cannot be established.

Dust control measures involving water require more monitoring than structural or vegetative controls to remain effective. If structural controls are used, they should be inspected for deterioration on a regular basis to ensure that they are still achieving their intended purpose.

Dust control measures shall be considered incidental to the project. Applications of dust control measures shall be necessary as directed by the Chief. There will be no separate payment for this item.

- D. Payment: Unless there is a specific pay item in the Detailed Specifications, this work shall be incorporated into other items of work.

1160 TRAFFIC CONTROL

- A. General. The installation, maintenance, and operation of all traffic controls and traffic control devices shall conform to the requirements of the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," hereafter called The Ohio Manual. Traffic control devices shall be provided with suitable supports of sufficient strength and stability.
- B. Road Closures. The Contractor shall notify the appropriate public officials well in advance of closing any lane of a public road. The Contractor shall provide written documentation to the Chief that all appropriate public officials have been notified.

1170 HAUL ROADS

- A. Each Contractor submitting a bid for this project shall determine the adequacy of all public roads he/she anticipates using to bring in heavy equipment or materials.
- B. The Contractor shall contact the appropriate public officials having jurisdiction over these

roads to determine legal load limits. In some areas, the Contractor may be required to enter into agreements guaranteeing repair of any road damage caused by heavy hauling and possibly including furnishing bond to secure the agreement.

- C. Any costs associated with this requirement shall be included in the Contractor's bid for the various items included in his or her proposal.
- D. The Contractor shall provide written certification to the Chief that all County, Township, State and Municipal Officials having jurisdiction over the subject roads were notified.

1180 FIELD OFFICE

- A. A field office shall not be required by the Chief, but the Contractor may furnish such a facility at his own cost.
- B. Temporary sanitary facilities for the use of all persons on the site shall be supplied and maintained by the Contractor at his expense.

1190 EXPLOSIVES

- A. No explosives shall be utilized on the project site.

DIVISION II
SECTION 02100
DETAILED SPECIFICATIONS
GOSLINE H2OHIO AMD

2100 MOBILIZATION/ACCESS

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to mobilize the Contractor's forces and equipment for performing the work required under the contract and providing access to all work areas. This item shall include the transportation of personnel, equipment, and supplies to and from the site.
- B. Access Roads:
1. Access roads identified on the drawings shall be maintained during construction and shall remain after completion of the construction. A layer of ODOT No. 57 Stone shall also be placed at the end of construction as directed by the Chief's field representative. Materials used for the construction of access roads identified on the drawings shall be paid under other items of work.
 2. All other access roads constructed on the project shall be maintained during construction and shall be reclaimed (equal to those conditions existing prior to construction) after completion of the construction.
 3. Any topsoil removed from the construction of the access roads shall be stockpiled at locations determined by the Chief's field representative. **All stockpiles must be temporarily stabilized with hay/straw mulch.** Mulch shall be applied at a rate of 2 tons/acre, evenly distributed over all exposed areas and within the timeframes specified by the Storm Water Pollution Prevention Plan.
- C. Temporary Crossings: The installation and later removal of temporary crossings to gain access to the various areas of the site may be required and shall be at the discretion of the Chief's field representative. Any required culverts shall be properly installed, bedded, and backfilled according to the manufacturer's recommendations and with approval of the Chief's field representative. Any cost associated with culverts, bedding, and backfilling for temporary crossings, including materials and labor, shall be considered incidental to this item whether the crossings are or are not shown on the Construction Plan Set.
- D. Demobilization: At completion, this item shall include demobilization and cleanup of all areas including removal of all survey stakes used on the project.
- E. Payment: Payment for this work shall be paid for under the contract lump sum price bid for "Mobilization/Access". Payments for "**Mobilization/Access**" shall be made upon the Contractor's forces and equipment mobilizing onsite and demobilizing offsite at rates of 70% and 30% respectively of the Contract lump sum price bid.

2112 MAINTAINING TRAFFIC

- A. Description. This work shall include furnishing all labor, material, and equipment necessary to direct and maintain traffic on **TWP Road 497** during construction including, but not limited to, while clean-out of the existing culverts is completed and for vehicles crossing between the east and west areas of the project.

No loaded large off-road hauling vehicles shall operate on or cross TWP Road 497.

All traffic control shall meet or exceed Perry County standards.

Contractor shall provide Temporary Traffic Control as described in Division II, Section 02000, Detailed Conditions, 1160. All costs associated with traffic control measures shall be paid as part of this item.

B. Traffic Control.

1. General. Installation, maintenance, and operation of all traffic controls and traffic control devices shall conform to requirements of current "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," hereinafter called The Ohio Manual. Traffic control devices shall be provided with suitable supports of sufficient strength and stability.
2. Traffic Control Devices. Contractor shall maintain traffic with temporary traffic control devices to alert oncoming traffic of construction entrance. Prior to any work, the Contractor shall erect "Construction Entrance Ahead" signage approximately 1,000 feet north and south of project site. Signage shall be maintained by Contractor for project duration. Other signage and/or devices shall also be used as required for the work. Signage shall be removed after project has been deemed substantially complete or as directed by the Division.

Faces of construction signs, barricades, vertical panels, and drum bands shall be reflectorized with Type G sheeting. Signs shall be placed at adequate distances from construction area to sufficiently warn motorists and provide ample stopping distances.

3. Traffic Maintained. Existing signs and traffic control devices within work limits shall remain in use during construction period unless otherwise specified on Construction Plan Set. If Contractor needs to relocate or modify existing signs and other traffic control devices as a consequence of his/her work, he/she shall provide suitable supports and may modify devices with prior approval of Division and concurrence of maintaining agency. Routine maintenance of existing traffic control devices shall remain the responsibility of maintaining agency. Function of existing Stop or Yield signs shall be retained at all times. Contractor shall restore any signs disturbed during construction to position and condition, which existed prior to construction as directed by the Division.
4. Flaggers. In the event flaggers are needed, at least two flaggers shall be used along with appropriate signs, cones, barricades and other traffic control devices in accordance with The Ohio Manual. Contractor shall maintain positive and quick means of communication between the flaggers at opposite ends of work area.

Flaggers shall be equipped according to standards for flagging traffic contained in The Ohio Manual. Red flag or Stop/Slow sign paddle shall be used.

Control and regulation of traffic by flaggers and performance of their duties shall conform to standards contained in The Ohio Manual and as directed by local agency(ies).

- C. Performance. If, in the opinion of the Chief's field representative, proper maintenance of traffic facilities and proper provisions for traffic control are not being provided by the Contractor, the Division may take necessary steps to place them in proper condition, and cost of such services shall be deducted from any money which may be due or become due to the Contractor.
- D. Measurement. Maintaining Traffic shall be considered and measured at agreed to percentages as work is satisfactorily completed and accepted by the Division.
- E. Payment. Payment for this item shall be made at lump sum contract price for "**Maintaining Traffic.**"

2121 CLEARING AND GRUBBING

- A. Description: This work shall include furnishing all labor, material, and equipment necessary for the removal of vegetation within the limits shown on the Construction Plan Set to provide adequate space to maneuver equipment to complete the proposed work.

- B. Execution:
1. **Only** clear enough of the site within the limits shown on the Construction Plan Set to provide adequate space to maneuver equipment to complete the proposed work. **The Division shall exercise control over clearing and shall designate all trees, plants, shrubs, etc., to be removed or to remain.** This work shall also include the preservation from injury or defacement of all trees designated to remain.
 2. Clearing and grubbing shall be completed prior to beginning earthwork operations. Confine operations strictly to required areas. If clearing and grubbing occurs beyond the required areas, whether knowingly or accidentally, these areas shall be replanted and otherwise restored to a condition equal to that existing prior to start of work at no extra cost to the Division.
- C. Bat Habitat: Coordinate the clearing of trees with the Division to protect threatened and endangered bat habitat. To prevent adverse impacts to the Indiana Bat, **clearing shall not take place between April 1st and September 30th**, unless otherwise permitted by the Division.
- D. Regulated Wood Items: Observe all requirements for handling and transporting of regulated items (trees, wood, chips, etc.) in quarantined areas as defined by the ODNR – Division of Forestry and/or the Ohio Department of Agriculture.
- E. Branch Trimming: Within the limits of construction as shown on the Construction Plan Set, remove low hanging, unsound, or unsightly branches on trees or shrubs designated to remain. Trim branches of trees extending over the work area to provide a clear height of 20 feet above the drives and/or access roads
- F. Burning On Site: Burning of debris materials shall not be permitted on-site
- G. Non-Stacked Woody Debris: Stumps and attached roots shall be ground and incorporate into backfill. Grasses may be incorporated into the general earthwork material. Tap roots and other projects over 1 1/2 inches in diameter shall be grubbed out to a depth of at least 10 inches below the planned sub-grade or slope elevation. Organic and woody debris buried in backfill shall not be concentrated; layers of the material shall not exceed 6-inches. Holes remaining after the grubbing operation shall have the sides broken down to flatten out the slopes, and shall be filled with suitable materials, moistened, and properly compacted.
- The Contractor shall chip all trees, treetops, roots, trimmings, and brush smaller than six (6) inches in diameter as directed by the Division. This woody material shall be incorporated into the backfill in a manner that will not concentrate the material in any one area.**
- H. Stacked Wood: All trees over six (6) inches in diameter shall be topped and cut to a maximum of twelve (12) foot lengths and neatly stacked in locations within the construction work limits as directed by the Division. Re-handling of stacked wood may be required due to limited space and construction activities.
- I. Measurement: This item shall be considered and measured as a unit satisfactorily completed and accepted by the Division.
- J. Payment: Payment shall be made at the contract unit price bid per acre for "**Clearing and Grubbing**".

2130 IMPOUNDMENT DEWATERING

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to remove water impounded at the site.

- B. Methods: The removal of impounded water at this site shall be accomplished by:
1. Pumping the water as directed by the Division.
 2. Pumping the water into an existing pond or a temporary holding pond constructed by the Contractor.
 3. Dewatering may be completed by a Contractor proposed alternate method subject to the approval of the Division.
- C. Dewatering Plan: Prior to the START of a Contract, the Contractor shall submit a plan to the Division which fully details the proposed dewatering program. This plan shall include, at a minimum, the following:
- Dewatering equipment.
 - Discharge rates.
 - Size and capacities of holding sumps.
 - Size and capacity of discharge trench.
 - Type of liner material.
- D. Notification: The Contractor shall notify the Division prior to the removal of any impounded water. No removal shall begin prior to approval and inspection by the Division.
- E. Execution.
1. The discharge rate shall be controlled to prevent erosional damage.
 2. Dewatering shall be done directly into existing or temporary sumps, traps, basins, or ponds by:
 - Continuous hose so that water is discharged directly into sump.
 - Preparing and lining a trench with a Division approved liner so that the water is discharged directly into the channel leading to receiving structure.
- F. Measurement: The approximate volume of impounded water has been listed on the Construction Plan Set. The estimated volume does not include recharge to the impoundments as a result of rainfall or from ground water sources. The provided volume shall only be used for estimating purposes; there shall be no final measurement.
- G. Payment: Payment for this work shall be made at the contract lump sum price bid for **“Impoundment Dewatering”**.

2200 EARTHWORK

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to excavate and redeposit material to backfill the existing highwalls to the grades indicated on the Construction Plan Set and in accordance with these specifications. This item also includes:
- Excavation and grading to construct any dikes, berms, sumps, ditches, or any other temporary or permanent drainage control structures.
 - Excavation and grading for access roads, staging, and installation of required project elements.
 - Transport of excavated material to project areas where fill is needed.
- B. Material Definitions: This site mainly consists of Mine Spoil as defined under General Soils. The other items are materials that may be encountered.

1. General Soils: Considered to be an unclassified soils unit. It is anticipated that the majority of the material to be removed will consist of a mixture of loose, unconsolidated soil, vegetative debris, and rock. It also consists of residual soil and “mine spoil” produced from past mining operations. Also, large boulders not designated for rock excavation may exist within the excavation areas.
2. Refuse: The term “Refuse” in these specifications shall be defined as coal or coal waste that was produced and discarded by past mining practices. Some areas will have a higher content of coal than others depending on the mining method. Generally, refuse material is sparsely vegetated, very acidic, may be burning or may have burned in the past. Burning refuse shall be defined as any refuse greater than 140 degrees Fahrenheit (140°F). **It is not anticipated that any appreciable quantities of Refuse will be encountered on this site.**
3. Resoil: The term “Resoil” in these specifications (if applicable) shall be defined as that material, such as topsoil or subsoil, encountered during earthwork excavation having a brown matrix color, less than 50% clay content, and generally suitable for vegetative growth.

C. Execution:

1. General:

Perform the required clearing and grubbing in a phase area before starting the earthwork operations.

Cross sections and grading plans provided on the Construction Plan Set are only approximate and are meant to be used as a guide during construction. The Contractor shall not be held to fixed elevations however, the grades shall not be steeper than those shown unless approved by the Division. The Contractor shall verify grades with the Chief’s field representative prior to revegetation taking place. A smooth and finish-graded surface shall be required on all areas before revegetation.

Positive drainage shall be provided (greater than one percent (1%) grade) for all areas during and after construction unless approved by the Division. No water shall be impounded during or after construction unless shown on the Construction Plan Set.

In areas not designated for sheet runoff, the Contractor shall grade the embankment to drain into existing or proposed temporary diversion ditches and sumps as shown on the Storm Water Pollution Prevention Plan of the Construction Plan Set. This shall include the use of diversion swales/ditches, earthen berms and other measures to direct runoff into storm water collection features. All drainage swales and ditches must be approved by the Division prior to revegetation. The cost of the swales/ditches and sumps shall be included with this line item.

The Contractor shall be responsible for the repair of slope erosion up to the final acceptance of the project.

All areas that settle below final plan elevation or impound water before completion of the Contract shall be filled, regraded, and reseeded.

Toxic Material: If earthwork operations encounter any abnormal material such as, but not limited to, drums, tanks, or stained earth or any unusual odors during construction operations, temporarily discontinue the work in this area, leave the material in place, cordon off the area, and notify the Division.

- a. Follow the requirements of the Ohio EPA when handling any contaminated soils.
- b. Excavate the contaminated soils to a depth to be determined by the Division. Material hauled away under the item shall be paid separately and is not to be included in this item.

If damage occurs to the project site caused by improper excavation or embankment (fill) methods, the Division shall not pay for repairing damages.

Boulders: With the approval of the Division, the Contractor may either bury or break up existing boulders lying within the reclamation area. The resulting fragments of broken boulders may be used in ravines as filling material; however, the Contractor shall avoid concentrating this type of material in any one location. All large boulders that cannot be moved by conventional construction equipment may be left in place. The boulders may be partially buried but must be stable and the surrounding area reasonably graded (reasonably graded shall be "defined" by the Chief's field representative). No additional payment shall be made for this work.

Any topsoil or subsoil, encountered during earthwork excavation shall be placed near the final-graded surfaces of the project, not buried, or used for general embankment.

2. Excavation (Cut):

Utilize material removal techniques that are generally considered conducive to retaining stability. This includes, but is not limited to, working slopes from the top to the bottom in a manner as to preclude undermining and maintain the work areas in a fashion that will not induce instability.

Any resoil suitable for resoiling encountered during earthwork excavation shall be placed near the final-graded surfaces of the project, not buried or used for general embankment.

3. Embankment (Fill):

The Contractor shall receive approval of the prepared sub grade prior to placing any embankment or fill.

No embankment shall be placed on frozen material, unstable material, saturated material or ponded water.

No areas of the embankment shall be more than 6-feet higher or lower than any other adjacent embankment areas during placement. Fill material shall be placed in uniform horizontal lifts not exceeding 2-feet in thickness. The loose lifts shall be compacted by dozer tracking over lifts to the satisfaction of the Division.

If precipitation saturates the embankment construction area, stay off the embankment construction area until the embankment dries or stabilizes. Embankment construction may be expedited by removing the saturated embankment or drying the embankment by scarifying, plowing, disking and re-compacting the embankment.

No side dumping of material on slopes shall be permitted. Dumped material in piles or windrows shall be moved and spread into uniformed lifts as described in these specifications or as detailed on the Construction Plan Set.

Successive loads of material shall be dumped to the best distribution. The distribution throughout the areas of fill shall be such that the fill will be free from voids, pockets, and bridging of materials.

D. Measurement: The approximate amount of earthwork has been listed on the drawings as a total cubic yardage. This figure shall only be used for estimating purposes; Contractor shall complete topographic mapping before and after earthwork to verify quantity. Earthwork shall be considered and measured as a unit satisfactorily completed and accepted by the Division.

E. Payment: Payment for this work shall be made at the contract lump sum price for "**Earthwork.**"

2209 GRADING

- A. Description: This work shall include furnishing all labor, material and equipment necessary to grade the areas designated on the Construction Plan Set. Grading shall be completed over the same area designated for re-soil placement.
- B. Execution:
1. Grading shall be completed prior to placement of re-soil material, soil amendments, and revegetation.
 2. Erosion rills, gullies, bumps, etc., shall be graded to provide a smooth surface.
 3. The Contractor shall conduct his operation in such a manner as to provide positive drainage for all areas during and after construction. No water shall be impounded during or after construction.
 4. The Contractor shall be responsible for the repair of slope erosion up to the final acceptance of the project.
- C. Measurement: The approximate amount of grading has been listed on the Construction Plan Set as total acres. However, this figure shall only be used for estimating purposes. There shall be no final measurement. Final Grading shall be considered and measured as the designated areas are satisfactorily completed and accepted by the Division.
- D. Payment: Payment for this item shall be made at lump sum contract price for "**Grading**".

2401 COMPACTED FILL

- A. Description: This item covers all labor, equipment, and materials for the additional compaction effort required to compact off-site borrow material beneath select limestone lined channels as indicated in the Construction Plan Set.
- This items only applies to the effort to compact the fill. Work associated with obtaining, loading, transporting, placement, and spreading off-site borrow to be used as compacted fill shall be included as part of **Item 5106 "Off Site Borrow."**
- B. Material: The fill shall be obtained from the designated off-site borrow source. Offsite borrow material used for compacted fill shall be limited to Lean Clay or Fat Clay as defined in ASTM D 2487 and the maximum particle size shall not exceed 3-inches. The use of topsoil, granular materials, organic matter, and man-made materials is prohibited. All materials to be used as compacted fill shall be approved by the Chief's field representative prior to placement.
- C. Execution:
1. No fill material shall be placed in standing or flowing water, on frozen material, and no frozen material shall be used as fill material.
 2. The select cohesive soils shall be placed in uniform loose lifts not exceeding ten (8) inches in thickness. The loose lifts shall be compacted to the satisfaction of the ODNR-DMRM using a sheepsfoot roller and not less than four (4) passes per lift. A pass shall be defined as passing over the soil one time in one direction. The sheepsfoot roller shall be capable of generating a minimum dynamic linear pressure of two hundred (200) PSI or as approved by the Chief's field representative.
- D. Measurement: For estimating purposes, the approximate amount of compacted fill has been listed on the drawings. **However, the listed quantity should only be used for estimating purposes. There will be no final measurement.** In the event that the Contractor identifies any discrepancy (via Contractor survey/recalculations) in the contract document, he shall notify ODNR in writing of the discrepancy prior to the commencement

of construction. Once the Contractor has disturbed the site, the contract amount for compacted fill will not be adjusted.

- E. Payment: Payment for this item, which includes the measurement, shall be made at the contract unit price bid per cubic yard for **“Compacted Fill.”**

2702 SPECIFIC WORK ALLOWANCE

A. Description:

1. This Section includes administrative and procedural requirements governing allowances.
2. Types of allowances include the following:
 - a. Fixed Price allowances.
 - b. Time and Material Allowances.

B. Selection and Purchase:

1. At the earliest practical date after the award of the Contract, the contractor must advise the Division of the date when the final selection, purchase or construction of each product or system described by an allowance must be completed to avoid delaying the work.
2. Allowance pricing that applies to added product/system selection shall be valid for ninety (90) days from the date of Notice to Proceed. All other Allowance pricing remains in effect for the Contract duration.
3. At the Division's request, the Contractor must obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the work.
4. The Contractor must purchase products and systems selected by the Division from the designated supplier.
5. If the cost of the Allowance exceeds the amount allowed per this line item, the Division shall equitably adjust the Contract price for the difference in accordance with the Change Order Pricing Guidelines. **The cost of the Allowance per this Line Item is the maximum amount that shall be reimbursed without a Change Order.** Should the actual cost of the items purchased be less than the amount allowed, the remaining value of the unspent Allowance shall be deducted from the Contractor's Contract by a Change Order.
6. Only the Division can authorize use of Allowances. Authorization shall be done in writing prior to beginning work against the Allowance.

C. Submittals:

1. Submit proposals for purchase of products or systems included in Allowances, in the form specified in the Change Order Pricing not including Overhead and Profit.
2. Submit Time and Material slips to show the actual quantity of work completed for a specific Allowance.

D. Execution:

1. Examination - Examine products covered by an Allowance promptly upon delivery for damage or defects.
2. Preparation - Coordinate materials and labor for each Allowance with related earthwork operations to ensure that each Allowance is completely integrated and interfaced with related work.

3. Schedule of Allowances

- a. **Allowance 1: Non-Specific Earthwork:** Work under this allowance shall include any unforeseen earthwork that may be needed to accomplish the overall goal of the project. A Field Order shall be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
 - b. **Allowance 2: Storm Water or Sediment Control:** Work under this allowance shall include any additional or unforeseen work that may be needed to comply with the Ohio Storm Water Pollution Prevention Plan. A Field Order shall be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed
 - c. **Allowance 3: Utility Replacement, Relocation, and/or Repair:** Work under this allowance shall include any work in an instance where a utility is encountered and needs replaced, relocated, and/or repaired in the trenching or excavation on a project. If at all possible it shall be preferred for the contractor to work around the existing utility so that replacement, relocation, and/or repair is not needed. If a replacement, relocation, and/or repair of the line are needed, then the Contractor shall supply the Division a labor and material unit price for the required changes. A Field Order shall be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
 - d. **Allowance 4: Elimination of Mine Entries/Subsidence:** Work under this allowance shall include any stone, filter fabric, and earthwork necessary to eliminate any unforeseen subsidence or mine entries encountered during construction of the project. A Field Order will be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
 - e. **Allowance 5: Debris Removal and Disposal:** Work under this allowance shall include any unforeseen work in an instance where debris is needed to be removed and disposed. All weigh tickets must be collected to verify that this allowance shall be required. A Field Order shall be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
- E. **Payment:** Include in the Base Bid amount an Allowance for \$15,000 for the above-mentioned work. Only the Division can authorize expending the time and/or material included in this allowance. All overhead and profit for the Allowance shall be included in the Base Bid.

3140 TYPE "D" ROCK CHANNEL PROTECTION

- A. **Description:** This work shall include furnishing all labor, equipment, and materials necessary to construct Type "D" rock as indicated on the Construction Plan Set and in accordance with these specifications.
- B. **Materials:** The materials required shall consist of sound and durable limestone. The material shall be free from cracks, seams, and other defects which tend to increase deterioration from natural causes. It shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying as evidenced by laboratory tests and/or service records. The Division at any time during the contract may reject any materials, at the source or job site, not meeting the requirements of these specifications. Any cracking, spalling, sign of bedding or deterioration shall cause stone to be rejected and replaced up to completion of job. Materials which have been delivered to the project site and are rejected shall be removed from the project site at the Contractor's expense. The Division may inspect stone in quarry for size and acceptability before delivery to site.

The Type D Material shall consist of sizes such that at least 85 percent of the total material by weight shall be larger than a 3-inch but less than a 12-inch square opening. At least 50 percent of the total material by weight shall be larger than a 6-inch square opening. The material

smaller than a 3-inch square opening shall consist predominantly of rock spalls and rock fines and shall be free of soil.

C. Quality:

Acceptability of material will be determined by laboratory tests, visual inspection and/or service records as required by the Division.

Service records will include documentation to show the material has performed satisfactory on similar structures.

Elongation (the ratio of the least dimension to the greatest dimension) shall be equal to or greater than one-half (1/2).

D. Installation:

1. The Contractor shall mark the areas for the placement of the rock and gain approval of the Division prior to placement. The Contractor shall use special care during placement. Minor excavation rehandling and rearranging of stones may be required to ensure that all rock is placed as shown in the Construction Plan Set.
2. Storage prior to permanent placement is subject to approval by the Division and shall include appropriate weight adjustments for losses, which shall be at the Contractor's expense.
3. Channels shall be lower than adjacent areas to promote drainage. Excavation for the rock channel protection shall be included in the cost of this line item.
4. Material placement in advance of construction shall be at the Contractor's risk. In the event an uncompleted section of material is damaged, or causes damage to a completed section, the damaged portions shall be replaced or reshaped, as approved by the Division at the Contractor's expense. The Contractor shall keep the Division advised as to any and all situations that may result in a possible interruption of the work.
5. Material shall be placed in a manner that shall permit the smaller rocks to fill the voids between the larger rocks. Material shall be placed and worked so as to attain maximum density. No large voids or concentrations of similar size rocks shall be permitted.
6. The Contractor shall maintain and protect the construction areas at all times until final completion and acceptance of the work. Any material displaced by the Contractor's operations or negligence, shall be repaired at his expense.
7. Tolerance to lines and grade is \pm 2 inches.

- E. Measurement: The material will be measured for payment by the ton (2,000 pounds) for material acceptably placed in the work as determined by certified scale weight tickets. Material placed beyond the tolerance limits specified for each type of material will not be included for payment. Reduction of materials placed beyond tolerance limits will be made on the basis of one and one half (1 ½) ton (3,000 pounds) per cubic yard for all material.

All material wasted or used by the Contractor for other purposes and any material not placed in accordance with requirements of the work, these specifications, and Construction Plan Set will be measured and not included for payment by weight. A conversion factor of 1.5 ton per cubic yard shall be used if necessary.

- F. Payment: Payment for this item shall be made at contract unit price per ton "**Type "D" Rock Channel Protection.**"

3217 GEOTEXTILE

- A. Description: This work shall include furnishing all labor, material, and equipment necessary for the installation of geotextiles as shown on the Construction Plan Set and in accordance with these specifications.
- B. Materials: Geotextiles shall conform to requirements of ODOT CMS 712.09. The material shall be a needle-punched, non-woven polypropylene or polyester fabric. Manufacturers certification of properties shall be provided before material delivery for each type of geotextile to be used.
- Multiple types of geotextile may be required. Material for each application shall be the type designed in the Construction Plan Set. For purpose of measurement and payment, there shall be no differentiation between the geotextile types.
- C. Installation: At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage. Material shall be laid smooth and free from tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of six (6) inches of overlap for each side or end. Any damage to the fabric during its installation or during placement of the backfill shall be replaced by the Contractor at no cost to the Division. The fabric shall be protected from damage due to placement of the backfill or other materials by limiting the height of the drop of the material.
- D. Measurement: Measurement shall be determined in the field by the Chief's field representative. Material overlap shall not be included in the measurement.
- E. Payment: Payment for the filter fabric shall be made at the contract unit price bid per square yard for "**Geotextile**".

3309 CULVERT CLEANOUT

- A. This item of work includes all labor, equipment, and material necessary to remove sediment and other debris from the existing triple barrel, 42-inch, concrete culverts identified on the Construction Plan Set and as described herein.
- B. Execution
1. Removal of sediment shall be completed, hydro jetting, suction, mechanical methods, alternate methods acceptable to the Division, or a combination of methods. Cleanout shall continue until the flow line of the pipes is visible for the full length of each pipe and to the satisfaction of the Chief's field representative.
 2. Care shall be taken so as not to damage the pipe walls.
 3. This work will be completed within the right of way of TWP Road 497. The work will be coordinated with the Pike Township Trustees. Closure of road is not permissible; traffic will be maintained in accordance with **Item 2112 Maintaining Traffic**.
 4. Removed debris shall be transported to the project area and mixed with soils as part of earthwork.
- C. Measurement: Culvert Cleanout shall be considered and measured as a unit satisfactorily completed and accepted by the Division.
- D. Payment: Payment for this work shall be made at the contract lump sum price for "**Culvert Cleanout.**"

3341 CONCRETE HEADWALL

- A. Description: This work shall include furnishing all labor, material and equipment necessary for excavation, installation, and backfill of half-height headwalls indicated on Construction Plan Set and in accordance with these specifications.
- B. Materials:
1. Headwall shall be precast concrete conforming to ODOT CMS 706.13. Concrete shall have hardened entrained air content not less than 4%. Concrete strength shall be not less than 4,000 psi at 28-days. The manufacturer of the precast structures shall be certified according to ODOT CMS Supplement 1073.
 2. Grout around pipe where pipe penetrates the headwall shall be non-shrink.
 3. Base material shall be six (6) inches of No. 57 crushed limestone. The base material shall be included for payment in “**No. 57 Stone**” as specified in these specifications.
 4. All other materials necessary for completion of this work shall be considered incidental to this item.
- C. Installation: The precast half-height headwall shall be installed according *ODOT Hydraulic Standard Construction Drawings: HW-2.1, Half-Height Headwalls for Corrugated Metal Pipe & Plastic Pipe*.
- D. Measurement: Measurement shall be made by field inspection of units installed.
- E. Payment: Payment for work under this item, including the cost of excavation, base material, placement, backfilling, non-shrink mortar, anchor cable, and the precast structure shall be made at the contract unit price each for "**Concrete Headwall**".

3354 CONCRETE

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to install cast in-place concrete as indicated on Construction Plan Set and in accordance with these specifications.
- B. Materials: The concrete shall conform to the requirements of ODOT CMS 499 Type QC 1 (e.g. 4,000 psi mix with 7% +/- 2% air content) non-reinforced concrete with fiber(s) added in lieu of using rebar reinforcement. Chemical admixtures may be used for curing with the approval of the Division.
- C. Installation: All excavation necessary to install concrete shall be incidental to “**Earthwork**”.
1. **The Division will be notified at least twenty-four hours in advance of placing concrete.**
 2. Preparation, forms, placement, joints, and finishing shall be in accordance with ODOT CMS 451.
 3. Before placing the concrete, all surfaces which will be in contact with the concrete shall be thoroughly cleaned and the space to be occupied by the concrete shall be free from all laitance, silt, dirt, shavings, rust, and other debris.
 4. Concrete shall be poured in place within one and one-half (1 ½) hours of batching as indicated on the delivery ticket. Any concrete over one and one-half (1 ½) hours old will be rejected.
 5. Concrete shall not be deposited in water. Concrete shall not be dropped a distance of more than five feet. Drop chutes shall be used to limit free fall to less than five feet. **The use of vibration is required for the placement of all concrete.** The vibration shall be of sufficient duration and intensity to thoroughly compact the concrete, but not to continue so as to cause

segregation. All concrete shall be poured in a continuous operation, free of joints, unless otherwise noted on the plans.

6. Failure of the concrete to meet the requirements listed herein shall result in its replacement at the Contractor's cost.
- D. Curing: The concrete shall be protected from freezing and specified temperatures for curing shall be maintained by a heat enclosure, insulated forms, flooding, or any combination. The concrete shall be cured by maintaining the surface temperature between 50-100 degrees Fahrenheit for a period of five (5) days. **The concrete pad shall be given at least five (5) days of cure time before placement of material on concrete.**
- E. Measurement: The approximate amount of concrete has been listed on the drawings as a total cubic yardage. However, this figure shall only be used for estimating purposes. There shall be no final measurement. Concrete shall be considered and measured as a unit satisfactorily completed and accepted by the Division.
- F. Payment: Payment for this work shall be made at the contract lump sum price for "**Concrete**".

3356 15-IN PE/PVC CULVERT

- A. Description. This work shall include furnishing all labor, material and equipment necessary for excavation, installation, and backfill of 15-inch diameter culvert pipe(s) as indicated on Construction Plan Set and in accordance with these specifications. Pipe fittings, excavation, backfill, and water control shall be considered incidental to the culvert pipe.
- B. Materials.
 1. Pipe. Pipe shall be 15-inch HDPE, double wall (corrugated exterior, smooth wall interior) as manufactured by Advanced Drainage System type N-12 or approve equal. Pipe shall conform to the requirements of ASTM F 405. Manufacturer's certification shall be furnished to the Division.
 2. Compacted Soil Backfill. Compacted soil backfill shall utilize previously excavated material. Compacted bedding/backfill material shall be approved on a daily basis by the Chief's field representative for composition and moisture prior to placement for compaction. Ideally, compacted soil bedding/backfill material shall contain no less than 20% clay and no more than 45% granular material.

A "ribbon or thread" test shall be performed in the field to analyze composition and amount of moisture present in material to be compacted. Material that can be rolled in palm of hand to diameter of a pencil possesses optimal composition and moisture content for compaction. If material is too dry, water shall be added until optimum moisture content is achieved. If material is too wet, Contractor shall not compact material until it dries to an optimum moisture content or may expedite and manipulate material by drying wet material by using plows or discs; by adding dry material, lime, or cement; or by other approved methods.
 3. Aggregate Bedding. See Item 3454 "No. 57 Stone."
 4. Uncompacted Soil Backfill. Uncompacted soil backfill shall consist of excavated materials classified as either resoil or general soil material that will be suitable for growing vegetation.
- C. Installation.
 1. Pipe and bedding/backfill shall be installed according to details, sections and/or profiles within Construction Plan Set.
 2. Construction of pipe(s) shall begin at downstream end so that ponding and wet excavation can be held to a minimum. Any dewatering required to keep trenches dry during construction

shall be performed by the Contractor. Labor, material and equipment necessary to perform, and related to, dewatering will be considered incidental to this item.

3. Trenches for pipe shall be excavated to achieve pipe invert elevations shown on Construction Plan Set. The Division shall approve any field adjustments. **Contractor shall excavate and maintain sides of trench as required by OSHA.** Use of trench boxes may be required during pipe installation. Cost of any trench boxes that may be required shall be incorporated into Contractor's bid for this item. No additional payment shall be made for excavation of material beyond depth as shown on Construction Plan Set. No open excavation shall remain at end of workday.
 4. If material found below trench base is not suitable for a foundation, excavate to further depth to provide a suitable foundation. Backfill void left by additional excavation with compacted aggregate bedding. Compaction shall be to satisfaction of the Division.
 5. Bedding and backfill material shall be placed as indicated on Construction Plan Set. No backfilling will be permitted without visual inspection and approval of the Chief's field representative. Compaction shall be to satisfaction of the Division.
 6. Pipe sections shall be joined by, either, bell and socket pipe or couplings approved by the manufacturer. Pipe Pressure Testing is not required.
- D. Measurement. Measurement for pipe shall be made by measuring along centerline of in place pipe with required appurtenances as directed by the Division.
- E. Payment. Payment for this item shall be made at contract unit price per linear foot of "**15-IN PE/PVC Culvert**".

3410 SILT FENCE / STRAW BALE DIKES

- A. Description: This work shall include furnishing all labor, equipment, and material for the installation, maintenance, and final removal of the silt fences and/or straw bale dikes. Install silt fence and other erosion control measure as shown on the Construction Plan Set and in accordance with these specifications.

Contractor shall prevent and/or control the generation of dust and the off-site vehicle tracking of sediments as described in Division II, Section 02000, Detailed Conditions 1140, Part D. All costs associated with dust and sediment prevention and control shall be paid as part of this Item.

- B. Silt Fence:

1. Materials.

- a. The silt fence shall be a prefabricated with fabric already attached to posts. Contractor shall submit manufacturer certified test data to cover each shipment.
- b. Silt fence shall be "Terra Tex SF-D" manufactured by the Hanes Geo Components or approved equal.
- c. Approved equal silt fences shall conform to the following:
 - The silt fence fabric for alternate approve equal shall conform to the ODOT CMS 712.09, Type C.
 - The fabric shall be free of any treatment that might significantly alter its physical properties.
 - The fabric shall be a pervious sheet composed of a strong, rot-proof polymeric yard or fiber oriented into a stable network, which retains its relative structure during handling, placement, and long-term service. It shall have excellent

resistance to deterioration from ambient temperatures, acid and alkaline conditions, and shall be indestructible to microorganisms and insects. The material shall be resistant to deterioration by ultraviolet light.

- d. During shipment and storage, the fabric shall be wrapped in a heavy-duty protective covering to protect it from direct sunlight, dirt, and other debris which could damage the material or otherwise cause deterioration.
2. Installation Guidelines for Silt Fence. The silt fence shall be installed according to manufacturer's instructions. Refer to Construction Plan Set for silt fence detail. General installation procedures are as follows:
- a. First, a small toe-in trench shall be dug along the line where the silt fence is to be placed. The trench shall be a minimum of 6" deep and 6" wide. The excavated material shall be placed on the front or uphill side of the trench to facilitate backfilling later.
 - b. Next, fence posts shall be driven into the back or downstream side of the trench. The posts shall be driven so that at least 1/3 of the height of the post is in the ground. When installing a prefabricated silt fence with fabric attached to the posts, the posts shall be driven so that at least 6" of fabric shall be buried in the ground. Most prefabricated silt fences have posts spaced approximately 6'-8' apart, which is usually adequate. If there is a low spot where most sediment tends to collect, the prefabricated silt fences can be backed up with bale backup per the plan detail. Posts shall be hardwood with sufficient strength to support a full load of deposited sediment.
 - c. Finally the trench shall be backfilled with the excavated material and tamped so that at least 6" of the fabric is securely toed into the ground to prevent under-mining.
- C. Installation Guidelines for Straw Bale Dikes. Straw bale dikes shall be installed in the following manner:
1. The use of straw bales shall conform to the detail shown on the plans.
 2. The center bales shall be staggered and positioned to overlap three (3) inches.
 3. Each bale is to be secured in place with a minimum of two wood stakes per bale. Minimum embedment of the stake into the ground shall be one (1) foot.
 4. The bales shall also be embedded into the ground a minimum of three (3) inches.
- D. Maintenance: During the life of the Contract, the Contractor shall maintain silt fences, straw bale dikes, and other erosion-control structures. Inspections shall be conducted by the Contractor periodically, as well as after all heavy rains. Damaged structures must be repaired immediately. Accumulated silt shall be removed when it, in the Chief's field representative's opinion, may damage or reduce the effectiveness of the structure.
- E. Removal: During the maintenance period and upon establishment of suitable vegetation as determined by the Division, all silt fence structures and straw bale dikes shall be removed as directed by the Chief's field representative. Areas disturbed by the removal operation shall be revegetated. In general, this operation shall consist of regrading, fertilizing, seeding and mulching. Costs associated with this work shall be considered incidental to this item
- F. Measurement: Measurement for the above-described work shall be made by actual field measurements.
- G. Payment: Payment for this work shall be allocated made at the contract unit price per linear foot of "**Silt Fence/Straw Bale Dikes**".

3450 NO. 1 & NO. 2 STONE

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to construct No. 1 and No. 2 Stone as indicated in the Plan Set and in accordance with these specifications.
- B. Materials:
1. The materials shall consist of sound and durable material of the proper gradation meeting the requirements of ODOT CMS 703. Use of slag is not permitted. Material shall be obtained from and ODOT pre-qualified supplier per Supplement 1069. Stone use for roads, pads, and similar purposes shall be angular made from crushed rock.
 2. The Chief's field representative at any time during the contract may reject any materials, at the source or job site, not meeting the requirements of these specifications. Any cracking, spalling, sign of bedding or deterioration shall cause stone to be rejected and replaced up to completion of job. Materials, which have been delivered to the project site and are rejected, shall be removed from the project site at the Contractor's expense. The Division may inspect stone in quarry for size and acceptability before delivery to site. A sample load of material shall be delivered to the site for the Chief's field representative's inspection prior to the utilization of the material.
 3. Acceptability: Acceptability of material shall be determined by laboratory tests, visual inspection and/or service records as required by the Division. Service records shall include documentation to show the material has performed satisfactory on similar structures.
- C. Material Placement:
1. Storage prior to permanent placement is subject to approval by the Chief's field representative and shall include appropriate weight adjustments for losses, which shall be at the Contractor's expense.
 2. Material shall be placed in a manner that will permit the smaller rocks to fill the voids between the bigger rocks. Material shall be placed and worked so as to attain maximum density. No large voids or concentrations of similar size rocks will be permitted.
 3. The Contractor shall maintain and protect the construction areas at all times until final completion and acceptance of the work. Any material displaced by the Contractor's operations or negligence, shall be repaired at his expense.
- D. Measurement. The material will be measured for payment by the ton (2,000 pounds) for material acceptably placed in the work as determined by certified scale weight tickets. Material placed beyond the tolerance limits specified for each type of material will not be included for payment. Reduction of materials placed beyond tolerance limits will be made on the basis of one and one half (1 ½) ton (3,000 pounds) per cubic yard for all material.
- All material wasted or used by the Contractor for other purposes and any material not placed in accordance with requirements of the work, these specifications, and Construction Plan Set will be measured and not included for payment by weight. A conversion factor of 1.5 ton per cubic yard shall be used if necessary.
- E. Payment: Payment for this item shall be made at contract unit price per ton for "**No. 1 and No. 2 Stone**".

3451 # 3 & # 4 STONE

- A. Description. This work shall include furnishing all labor, material, and equipment necessary to construct No. 3 and No. 4 Stone as indicated in the Plan Set and in accordance with these specifications.
- B. Materials.

1. The materials shall consist of sound and durable material of the proper gradation meeting the requirements of ODOT CMS 703. Stone shall be angular made from crushed carbonate rock; use of slag is not permitted. Material shall be obtained from an ODOT pre-qualified supplier per Supplement 1069.
2. The Chief's field representative at any time during the contract may reject any materials, at source or job site, not meeting requirements of these Specifications. Materials, which have been delivered to project site and are rejected, shall be removed from project site at Contractor's expense. The Division may inspect material in quarry for size and acceptability before delivery to site.
3. Acceptability: Acceptability of material shall be determined by laboratory tests, visual inspection and/or service records as required by the Division. Service records shall include documentation to show material has performed satisfactory on similar structures.

C. Material Placement.

1. General. Contractor shall mark areas for placement of material and gain approval of Chief's field Representative prior to placement. Contractor shall use special care during placement. Minor excavation, rehandling and rearranging of materials may be required to ensure that all material is placed as indicated on Construction Plan Set.
2. Temporary Storage. Storage prior to permanent placement is subject to approval by the Chief's field representative and shall include appropriate weight adjustments for losses, which shall be at Contractor's expense.
3. Excavation. Stream(s) and low water crossing(s) shall be lower than adjacent areas to promote drainage. Earthwork and initial grading operations to establish stream slopes and triangular cross-section shall be performed according to and considered a part of **Item 2200, "Earthwork"**. **However, all other excavation and grading operations required to place No. 3 and No. 4 Stone and create stream(s) and low water crossing(s) as shown and detailed on Construction Plan Set shall be included within this line item.**
4. Limitations of Placement Procedures. Material placement in advance of construction shall be at the Contractor's risk. In the event an uncompleted section of material is damaged or causes damage to a completed section, damaged portions shall be replaced or reshaped as approved by the Division at Contractor's expense. Contractor shall keep the Chief's field Representative advised as to any and all situations that may result in a possible interruption of work.
5. Maintenance. Contractor shall maintain and protect construction areas at all times until final completion and acceptance of work. Any material displaced by the Contractor's operations or negligence shall be repaired at Contractor's expense.

- D. Measurement. The material will be measured for payment by the ton (2,000 pounds) for material acceptably placed in the work as determined by certified scale weight tickets. Material placed beyond the tolerance limits specified for each type of material will not be included for payment. Reduction of materials placed beyond tolerance limits will be made on the basis of one and one half (1 ½) ton (3,000 pounds) per cubic yard for all material.

All material wasted or used by the Contractor for other purposes and any material not placed in accordance with requirements of the work, these specifications, and Construction Plan Set will be measured and not included for payment by weight. A conversion factor of 1.5 ton per cubic yard shall be used if necessary.

- E. Payment. Payment for this item shall be made at contract unit price per ton for **"No. 3 & No. 4 Stone."**

3454 # 57 STONE

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to construct No. 57 Stone as indicated in the Plan and in accordance with these specifications.
- B. Materials:
1. The materials shall consist of sound and durable material of the proper gradation meeting the requirements of ODOT CMS 703. Stone shall be angular made from crushed carbonate rock; use of slag is not permitted. Material shall be obtained from an ODOT pre-qualified supplier per Supplement 1069.
 2. The Chief's field representative at any time during the contract shall reject any materials, at the source or job site, not meeting the requirements of these specifications. Any cracking, spalling, sign of bedding or deterioration shall cause stone to be rejected and replaced up to completion of job. Materials, which have been delivered to the project site and are rejected, shall be removed from the project site at the Contractor's expense. The Chief's field representative shall inspect stone in quarry for size and acceptability before delivery to site.
 3. Acceptability: Acceptability of material shall be determined by laboratory tests, visual inspection and/or service records as required by the Division. Service records shall include documentation to show the material has performed satisfactory on similar structures.
- C. Material Placement:
1. Storage prior to permanent placement is subject to approval by the Chief's field representative and shall include appropriate weight adjustments for losses, which shall be at the Contractor's expense.
 2. Material shall be placed in a manner that will permit the smaller rocks to fill the voids between the bigger rocks. Material shall be placed and worked so as to attain maximum density. No large voids or concentrations of similar size rocks shall be permitted.
 3. The Contractor shall maintain and protect the construction areas at all times until final completion and acceptance of the work. Any material displaced by the Contractor's operations or negligence, shall be repaired at his expense.
- D. Measurement. The material will be measured for payment by the ton (2,000 pounds) for material acceptably placed in the work as determined by certified scale weight tickets. Material placed beyond the tolerance limits specified for each type of material will not be included for payment. Reduction of materials placed beyond tolerance limits will be made on the basis of one and one half (1 ½) ton (3,000 pounds) per cubic yard for all material.
- All material wasted or used by the Contractor for other purposes and any material not placed in accordance with requirements of the work, these specifications, and Construction Plan Set will be measured and not included for payment by weight. A conversion factor of 1.5 ton per cubic yard shall be used if necessary.
- E. Payment: Payment for this item shall be made at contract unit price per ton for "**No. 57 Stone.**"

3455 WASHED RIVER GRAVEL

- A. Description: This work shall include furnishing all labor, material, and equipment necessary to provided and install Wash River Gravel for the proposed "**Underdrains**" as indicated in the Plan Set and in accordance with these specifications.
- B. Materials: The materials shall consist of sound and durable washed gravel material meeting the requirements of ODOT CMS 703 for size No. 3 and No. 4. It is critical that fine material

is washed from this aggregate; therefore, the material shall contain no more than 5%, by weight, finer than #200 sieve.

The material shall be free from cracks, seams, and other defects, which tend to increase deterioration from natural causes. It shall be highly resistant to weathering and disintegration under freezing and thawing and wetting and drying as evidenced by laboratory tests and/or service records. The Chief's field representative at any time during the contract may reject any materials, at the source or job site, not meeting the requirements of these specifications. Any cracking, spalling, sign of bedding or deterioration shall cause gravel to be rejected and replaced up to completion of the job. Materials, which have been delivered to the project site and are rejected, shall be removed from the project site at the Contractor's expense. The Chief's field representative may inspect stone in quarry for size and acceptability before delivery to site.

C. Acceptability: Acceptability of material will be determined by laboratory tests, visual inspection and/or service records as required by the Chief's representative. Service records will include documentation to show the material has performed satisfactorily on similar structures. Material, upon visual inspection appearing not to meet the less than 5%, by weight, finer than #200 sieve shall be rejected. At that point, the Contractor shall provide lab test results, using approved methods, showing the percentage passing the #200 sieve.

D. Material Placement:

1. The Contractor shall mark the areas designated for the placement of washed river gravel and gain approval of the Chief's representative prior to placement. The Contractor shall use special care during placement. Minor excavation, rehandling and rearranging of stones may be required to ensure that all rock is placed as shown in the plans.
2. Storage prior to permanent placement is subject to approval by the Chief's representative and shall include appropriate weight adjustments for losses, which shall be at the Contractor's expense.
3. Material placement in advance of construction shall be at the Contractor's risk. In the event an uncompleted section of material is damaged, or causes damage to a completed section, the damaged portions shall be replaced or reshaped, as approved by the Chief's field representative at the Contractor's expense. The Contractor shall keep the Chief's representative advised as to any and all situations that may result in a possible interruption of the work.
4. Material shall be placed in a manner that will permit the smaller rocks to fill the voids between the bigger rocks. Material shall be placed and worked so as to attain maximum density. No large voids or concentrations of similar size rocks will be permitted.
5. The Contractor shall maintain and protect the construction areas at all times until final completion and acceptance of the work. Any material displaced by the Contractor's operations or negligence, shall be repaired at his expense.

E. Measurement: The material will be measured for payment by the ton (2,000 pounds) for material acceptably placed in the work as determined by certified scale weight tickets. Material placed beyond the tolerance limits specified for each type of material will not be paid for. Reduction of materials placed beyond tolerance limits will be made on the basis of one and one half (1 ½) ton (3,000 pounds) per cubic yard for all material.

All material wasted or used by the Contractor for other purposes and any material not placed in the work in accordance with the requirements of the work order and these specifications and drawings will be measured and not included for payment by weight. A conversion factor of one and one half (1 ½) ton per cubic yard shall be used if necessary.

F. Payment: Payment for placement of any washed river gravel on this project shall be made at the contract unit price bid per ton for "**Washed River Gravel**".

4100 UNDERDRAINS

- A. Description: This work shall include furnishing all labor, materials and equipment necessary for the installation of perforated pipe to the configurations depicted in the Construction Plan Set and in accordance with these specifications.
- B. Material:
1. Pipe shall be PVC SDR 35 sewer pipe and shall meet the ASTM D3034 specification. Manufacturer's certification shall be furnished to the Division.
 2. Pipe fittings shall be gasketed bell and socket meeting ASTM F477 and ASTM D3212. Connections shall be made in accordance with manufacturer's instructions.
 3. Perforations of the pattern indicated on the Plan Set shall be cleanly cut into the tubing with no loose material remaining in the holes.
 4. The underdrain trench shall be lined with Type A filter fabric. Filter fabric shall conform to the requirements of and be included for payment as part of **Item 3217 "Geotextile."**
 5. Drainage stone shall be River Washed Gravel of the size indicated on the Plan Set. Drainage stone shall conform to the requirements of and be included for payment as part of **Item 3455 "Wash River Gravel."**
- C. Installation
1. All plastic pipes shall be stored out of direct sunlight.
 2. Layout: The Contractor shall stake the proposed location of underdrains in the field for approval by the Chief's field representative.
 3. Excavation: The trenches for the pipe shall be excavated to the locations and configurations shown on the Plan Set. **The contractor shall excavate and maintain the sides of the trenches as required by OSHA.** No additional payment shall be made for excavation of material beyond the depth and width as shown on the plans.
 4. No backfilling/covering of the underdrain shall be permitted without visual inspection and approval of the Chief's field representative.
 5. Material placement in advance of underdrain construction shall be at the Contractor's risk. In the event an uncompleted section of material is damaged, or causes damage to a completed section, the damaged portions shall be replaced or reshaped, as approved by the Chief's field representative at the Contractor's expense. The Contractor shall keep the Division advised as to any and all situations that may result in a possible interruption of the work.
- D. Measurement: Measurement of underdrains shall be by actual linear feet of pipe installed as measured in the field and verified by delivery tickets.
- E. Payment: Payment for this work, shall be made at the contract unit price bid per linear foot for "**Underdrains.**"

4200 OUTLET PIPE

- A. Description: This work shall include furnishing all labor, materials and equipment necessary for the installation of non-perforated pipe to the configurations depicted in the Construction Plan Set and in accordance with these specifications.
- B. Material:
1. Pipe shall be PVC SDR 35 sewer pipe and shall meet the ASTM D3034 specification. Manufacturer's certification shall be furnished to the Division.

2. Pipe fittings shall be gasketed bell and socket meeting ASTM F477 and ASTM D3212. Connections shall be made in accordance with manufacturer's instructions.

C. Installation

1. All plastic pipes shall be stored out of direct sunlight.
2. Layout: The Contractor shall stake the proposed location of underdrains in the field for approval by the Chief's field representative.
3. Excavation: The trenches for the pipe shall be excavated to the locations and configurations shown on the Plan Set. **The contractor shall excavate and maintain the sides of the trenches as required by OSHA.** No additional payment shall be made for excavation of material beyond the depth and width as shown on the plans.
4. Installation shall begin at the outlet end so that ponding and wet excavation can be held to a minimum. No backfilling shall be permitted without visual inspection and approval of the Chief's representative.
5. Material placement in advance of underdrain construction shall be at the Contractor's risk. In the event an uncompleted section of material is damaged, or causes damage to a completed section, the damaged portions shall be replaced or reshaped, as approved by the Chief's field representative at the Contractor's expense. The Contractor shall keep the Division advised as to any and all situations that may result in a possible interruption of the work.

D. Measurement: Measurement of outlet pipe shall be by actual linear feet of pipe installed as measured in the field and verified by delivery tickets.

E. Payment: Payment for this work, shall be made at the contract unit price bid per linear foot for "**Outlet Pipe.**"

4526 IMPERVIOUS LINER

- A. Description: This work shall include furnishing all labor, equipment, and materials necessary for the installation of impervious liner within "**Aggregate Drains.**" Liners shall be installed to the elevations, lines, and grades shown on the Construction Plan Set and in accordance with these specifications. Aggregate drains are to be installed at the direction of the Chief's field representative and as such this item may be a deducted or partially deducted line item based on findings from "**Impoundment Dewatering**".
- B. Material: The impervious liner shall be a 45 mil, Firestone PondGard EPDM (Ethylene Propylene Diene Monomer) liner, as manufactured by Firestone Building Products, Specialty Products Division, 525 Congressional Boulevard, Carmel, IN 46032, ph. (800) 428-4442 or approved equal. A potential supplier, Just Liners Plus, Bogota, TN, phone is (888) 838-4017. (www.justliners.com). Lengths and widths shall be sufficient as to cover the bottom and downhill side of the trench the entire length of the installed "**Aggregate Drain**" detailed on the drawing plans.
- C. Installation: Installation of the liner, including seams and pipe penetrations, shall be in accordance with the manufacturer's recommendations.
1. The liner shall be stored to be protected from puncture, dirt, grease, moisture, and excessive heat.
 2. The rolls shall be handled in a way to not damage the liner during storage, transportation, and deployment.
 3. All seams and non-seam area of the liner shall be inspected by the Chief's field representative for defects, holes, blisters, un-dispersed raw materials, and any sign of contamination by foreign matter. The surface of the liner shall be clean at the time of inspection.

4. Care shall be taken when backfilling the trenches to prevent any damage to the liner. If damage occurs, it shall be repaired prior to backfilling.
 5. The Contractor shall retain all ownership and responsibility for the liner until acceptance by the Chief's representative. Final Acceptance is when both of the following conditions are met:
 - a. Installation is finished.
 - b. Verification of the adequacy of all field seams and repairs, including associated testing, is complete.
- D. Measurement: Measurement of the liner system shall be a combination of actual field measurements and verification with delivery tickets and shall include all field procedures required for proper installation and tests required by the Chief's field representative. Extra material required for seams, overlap, cutoff, and wastage will not be included in measurement.
- E. Payment: Payment for the above-described work shall be made at the contract unit price bid per linear foot for "**Impervious Liner**".

5106 OFF SITE BORROW

- A. Description: This work shall include furnishing all labor, equipment, and material necessary to obtain, load, transport, place, and spread material obtained from off-site sources as indicated on Construction Plan Set and in accordance with these specifications. The off-site borrow material is to be used, as designated on the Construction Plan Set, for:
- Resoil, and
 - Compacted Fill.
- B. Material: The contractor shall utilize cohesive soils supplied by an ODNR permitted commercial quarry, distributor of soils, or other approved source. No privately owned borrow site shall be considered for approval by the Division unless the site owner can provide proof of clearance through the National Environmental Policy Act for use as a borrow site.

ODNR has done preliminary coordination and testing of material at the Liebs Island dredge cells and the dredge spoils within the cells are approved for use. The Liebs Island dredge cells are located at the west end of Buckeye Lake near Millersport, Ohio. The dredge cells are operated by the ODNR Division of Parks and Watercraft (contact Mike Snider 740/624-6353). The Contractor shall be responsible for making arrangements, including securing required permits, for obtaining borrow from approved sources and shall pay all costs involved.

The borrow material shall be natural soil that is loose and friable material. **The Division shall approve all resoiling material prior to removal from the borrow area and delivery to the site.** The texture of the soil shall be loam, clay loam, silt loam, silty clay loam, silty clay or clay (USCS soils nomenclature). The initial soil reaction (pH) shall be 6.0 or higher. The borrow material shall be clean and suitable for use as fill and capable of supporting vegetative growth. The material shall be approved by the Division prior to use. Testing shall be provided by the contractor to document the material meets this specification unless the Chief's field representative determines upon visual inspection that the material is suitable.

All material obtained under this line item shall be at a moisture content ready for use at the site for the intended purpose, no material shall be frozen. Material delivered of unsuitable moisture content, or frozen, will be rejected.

C. Execution:

1. Resoil

- a. Prior to placement of resoil material, the surface shall be prepared in accordance with **Item 2209 “Grading”** and lime shall be placed in accordance with **Item 6310 “Lime.”**
- b. Resoil material shall be spread to a minimum thickness of 1.0 feet. The thickness around the perimeter shall be tapered and blended in a manner so as not to cause ponding.
- c. Care shall be taken to keep heavy equipment off the surface material after it has been spread. If the resoiling material becomes compacted, the Contractor shall disc the material to a depth of four (4) inches at his expense.

2. **Compacted Fill** – This item includes obtaining, loading, transporting, placement, and spreading off-site borrow to be used as compacted fill. Compaction of the material shall be in accordance with the requirements of and shall be included for payment as part of **Item 2401 “Compacted Fill.”**

D. Measurement: Measurement shall be based on the material delivery and weight tickets that shall be provided to the Chief’s field representative daily to document the material used. Material placed beyond Plan quantities will not be paid for. Reduction of materials placed beyond Plan quantities will be made on the basis of 1.5 tons (3,000 pounds) per cubic yard for all material.

E. Payment: Payment for the above work shall be made at the contract unit price per ton of "**Off Site Borrow.**"

6100 STANDARD REVEGETATION

A. Description: This work shall include furnishing all labor, equipment, and material necessary for establishing and maintaining an acceptable vegetative cover. This is a performance specification based on meeting or exceeding the minimum performance standards as set forth in Section C of this Specification.

The Contractor shall be careful not to compact the area to be revegetated. If the surface material becomes compacted, the Contractor shall disc or harrow the surface to a depth of four (4) inches.

Rocks, stones, and objectionable material over six (6) inches in any one dimension shall be removed prior to seeding. Areas with concentrations of coarse fragments shall be raked and the fragments removed or covered prior to seeding.

For bidding purposes, minimum quantities shall be specified for application rates of lime, fertilizer, seed, and mulch. These are **MINIMUM** rates based on establishing acceptable growth under ideal growing conditions for the species given in these Specifications. The Contractor may elect to collect his own samples for analysis after final grading/resoiling to base his application rate on that analysis. All sampling must be representative of the area to be amended, and the analysis shall be done by a reputable laboratory and/or research facility (such as Spectrum Analytic in Washington Court House, Ohio). A copy of all laboratory data shall be made available to the Division.

No additional payment shall be made for acts of God, i.e., fire, flood, drought, etc.

Schedules shall indicate resoiling immediately after earthwork is complete and planting immediately after resoiling with plenty of time for good germination and growth during the appropriate season. Any erosion or loss of resoiling material shall be corrected at the Contractor's expense. The Contractor shall provide adequate equipment or limit operations to minimize affected area during construction process. During breaks in construction

activity, the Contractor shall provide temporary cover or winterization at his expense. If temporary facilities (i.e., straw bale dikes, silt fence, or temporary diversion ditches) are not provided for in the bid schedule, they shall be provided as directed at no additional expense to the Division.

B. Materials:

1. Lime: Lime shall be applied as a separate line-item per **Item 6310 Lime** of these Specifications.

2. Fertilizer:

a. Fertilizer shall be either dry or liquid and shall be distributed uniformly over the area. The fertilizer shall be incorporated into the surface to an approximate depth of one (1) inch. In addition, the Contractor shall obtain the material from a dealer or manufacturer whose brands and grades are registered or licensed by the State of Ohio, Department of Agriculture.

b. For the purpose of estimating, it is assumed that the following nutrients are required:

30 pounds per acre of Nitrogen (N)
210 pounds per acre of Phosphorus (as P₂O₅)
135 pounds per acre of Potassium (as K₂O)

These nutrient requirements are based on calculated fertilizer requirements based on soil samples obtained from similar projects in the area. The Division reserves the right to collect additional samples and to state new requirements based on that analysis.

The Contractor shall inform the Division, in writing, of the fertilizer supplier, certification of the formulation to be used and certification of the application rate PRIOR to delivery of any material.

c. Fertilizer shall be applied to the entire area being reclaimed or all areas indicated on the Plans.

d. Verification shall be based on weight slips.

3. Seed:

a. All seeding specified shall meet the current specifications on file with the Ohio Department of Agriculture as to percentage purity, weed seed, and germination.

b. All seed used under this item shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry, and shall meet the requirements of these Specifications. Seed shall be stored in a clean dry environment until incorporation in the project.

c. Hand raking shall be required in all areas where machines do not obtain the results desired by the Division.

d. Seeding and mulching shall be done within 48 hours following final preparation of the seedbed, liming and fertilizing. The normal period for favorable planting shall be that time generally accepted locally for the type of plant materials selected.

e. The Contractor, at his/her discretion, may plant any time. The Contractor shall, however, be responsible for the successful growth of the vegetation and its final acceptance by the Division as per the revegetation performance requirements listed and the General Conditions of this Contract.

f. The following seed mix shall be sown at a rate of 50 pounds per acre. Further information may be found in the Agronomy Guide, Bulletin 472, Cooperative Extension Service, The Ohio State University.

| COMMON NAME | SCIENTIFIC NAME | PERCENT OF MIX |
|------------------------|--|----------------|
| Partridge Pea | <i>Chamaecrista fasciculata</i> | 18.0% |
| Switchgrass | <i>Panicum virgatum</i> | 15.0% |
| Indiangrass | <i>Sorghastrum nutans</i> | 13.0% |
| Pennsylvania Smartweed | <i>Polygonum pensylvanicum / Persicaria pensylvanica</i> | 12.2% |
| Orchardgrass | <i>Dactylis glomerata</i> | 9.0% |
| Perennial Ryegrass | <i>Lolium perenne</i> | 9.0% |
| Common Oats | <i>Avena sativa</i> | 8.0% |
| Purple Coneflower | <i>Echinacea purpurea</i> | 3.5% |
| Blue Vervain | <i>Verbena hastata</i> | 3.0% |
| Browneyed Susan | <i>Rudbeckia triloba</i> | 2.5% |
| Purple Prairie Clover | <i>Dalea purpurea</i> | 1.5% |
| Roundhead Lespedeza | <i>Lespedeza capitata</i> | 1.5% |
| Plains Coreopsis | <i>Coreopsis tinctoria</i> | 1.3% |
| Wild Bergamot | <i>Monarda fistulosa</i> | 1.0% |
| Maximilian's Sunflower | <i>Helianthus maximiliani</i> | 1.0% |
| Bigleaf Mountain Mint | <i>Pycnanthemum muticum</i> | 0.5% |

- g. The seed shall be incorporated into the soil not less than 1/4 inch and not more than 1/2 inch.
 - h. Final acceptance by the Division shall depend upon establishment of "Good" vegetative cover, as described in Paragraph C.3. below.
 - i. Seed shall be applied at the minimum rates listed above. Measurement shall be based on the minimum application rate per acre verified by weight slips provided to the Division at the time of request for payment.
 - j. **All seeding to occur from November 1 to March 14 shall require a 25 percent increase in seeding rates. No separate payment shall be made for additional seed required.**
4. **Mulch:** The seeded area shall be mulched within forty-eight (48) hours after sowing at a minimum rate of three **(3.0) tons** (6,000 lbs.) per acre.
- a. Mulch shall be evenly distributed over the seeded areas with a mulch spreader or a mulch blower provided that the application rate is maintained.
 - b. Mulching material shall consist of timothy hay or wheat, spelt or oat straw. It shall be reasonably free of weed seed and foreign materials and subject to approval by the Division.
 - c. Mulch shall be crimped into the soil or kept in place with an asphalt emulsion applied at a minimum rate of 60 gallons per ton of mulch or by an alternate method approved by the Division.
 - d. No separate payment shall be made for mulching required outside the limits of work shown on the Construction Plan Set or for areas disturbed as a result of equipment access.
 - e. Mulching which is displaced shall be replaced at once but only after the seeding or other work, which preceded the mulching and which was damaged as a result of displacement of mulching material, has been acceptably repaired.
 - f. Measurement shall be based on the minimum application rate per acre verified by weight slips.

C. Revegetation Performance Requirements.

1. General Requirements for Revegetation:

- a. The Contractor shall establish, on all affected land, a diverse, effective, and permanent vegetation cover.
- b. Seeding and planting of disturbed cover shall be capable of stabilizing the soil surface to prevent erosion.
- c. Delays in planting of disturbed areas shall be granted in periods of excessive wetness, drought, or other adverse climatic conditions, by mutual agreement between the Division and the Contractor.

2. Standards for Measuring Success of Revegetation:

- a. The permanent planting of grasses and legumes shall be deemed to be successful if the species that were planted in accordance with these approved Specifications are established and maintained for one year from date of substantial completion and the vegetation meets the standards as described in 3b, "Procedure for Quantifying Vegetation."
- b. The Contractor shall replant all land deemed unacceptable, having less than 50 percent cover and judged "Poor". The Contractor's responsibility includes all activities required to make the area(s) acceptable, such as preparing of seedbeds, fertilizing, liming, reseeding, and mulching.
- c. The Division assumes responsibility for the revegetation of test plot areas, providing the Contractor has complied with the Specifications for their installation.

3. Procedure for Quantifying Vegetation: Quantifying vegetative cover on AML Reclamation projects shall be conducted in the following manner:

- a. A series of four random line transects are to be laid out within the project boundaries. A string 100 feet long having one-foot gradations shall be placed along the transect line. The person conducting the transect shall then walk along the line counting only the markers which are in actual contact with the vegetation. The number of count points are to be recorded as subtotals. When the four transects are completed the average of the four transects subtotals is then equal to the percent of vegetative cover for the project.
- b. When the percent of vegetative cover is obtained it shall then be placed in one of the following classes:

| | <u>COVERAGE CLASS</u> | <u>% VEGETATION</u> |
|--------------|-----------------------|--|
| Good | 75 to 100 | 90% of project area must fall in this class |
| Fair | 50 to 75 | Maximum of 10% of project area in this class |
| Unacceptable | less than 50 | Any areas within the project limits falling in this class shall not be acceptable. |

D. Measurement: Measurement shall be based on the total acreage as established by the Division and as shown in the Construction Plan Set. Weight tickets shall verify quantities of fertilizer, seed, and mulch.

E. Payment: Payment for the above work shall be made at the contract unit price per acre for "**Standard Revegetation.**" No additional payment shall be made for additional material

incorporated to establish an acceptable vegetative cover or to repair erosion or maintain vegetative cover during the one-year maintenance period.

6310 LIME

- A. **Description:** This work shall include furnishing all labor, equipment, and material for the application of lime to all areas addressed in line item **6100 Standard Revegetation**.
- B. **Materials:** Lime shall be agricultural ground limestone with a minimum total neutralizing power of 90. At least 40 percent passing a No. 100 sieve and at least 95 percent passing a No. 8 sieve is considered standard.
- C. **Execution:**
1. Application Rates:
 - a. **Resoil Areas** – Lime shall be applied following grading and prior to the placement of resoil in areas designed in the Construction Plan Set to receive resoil. Apply minimum of **twelve (12) tons per acre** over areas where resoil is to be placed. This rate is based on analysis of on-site samples. The Division reserves the right to collect additional samples following grading and to state new requirements based on that analysis.
 - b. **General** - Lime shall be applied after site has reached final graded and prior to the seeding. Apply minimum of **six (6) tons per acre** over areas where establishment of vegetation is required. This rate is based on calculated lime requirements based on soil samples obtained from similar project sites. The Division reserves the right to collect additional samples following site grading and to state new requirements based on that analysis.
 2. Contractor, at his/her expense, may elect to collect his/her own samples for analysis after final grading/resoiling and base his/her application rates on that analysis. Contractor shall provide adequate basis for these application rates. All sampling must be representative of area to be amended, and analysis shall be done by a reputable laboratory and/or research facility (such as Spectrum Analytic, Inc., Lewis Center, Ohio). A copy of all laboratory data shall be made available to the Division. **All application rates shall be approved by the Division prior to implementation.**
 3. Lime shall be distributed onto the surface and disked to a depth of four (4) inches.
- D. **Measurement:** Measurement shall be based on the minimum application rates as specified above, and verification shall be made with truck weight slips indicating the number of tons delivered and placed.
- E. **Payment:** Payment for this work shall be made at the contract unit price per ton for "**Lime**".

8127 AGGREGATE DRAINS

- A. **Description:** This work shall include furnishing all labor, material, and equipment necessary for construction of the aggregate drains as detailed in the Construction Plan Set. This item may be a deducted or partially deducted line item based on conditions found following completion of "Impoundment Dewatering".
- B. **Materials:**
- Aggregate:** Material shall conform to **Item 3450 "No. 1 and No. 2 Stone"** Material shall be crushed carbonate rock.
- Filter Fabric:** The aggregate drain trench shall be lined with ODOT 712.09, non-woven, Type A filter fabric which shall be incidental to the Aggregate Drains line item. The fabric

shall line the granular material as detailed in the Construction Plan Set. It shall be composed of strong rot-proof polymeric fibers which is UV stabilized.

An impervious line shall be installed on the bottom of the excavation and adjacent to the aggregate on the side of the trench opposite the seepage. The impervious line shall conform to the requirements of and be included for payment as part of **Item 4526 "Impervious Liner."**

- C. Installation: The Contractor shall stake the proposed location of aggregate drains in the field for approval by the Chief's field representative. No aggregate drain installation shall proceed without approval by the Division. Locations of underdrains and flow directions as indicated on the Construction Plan Set are approximate and based on the best information available and are subject to changes as directed by the Chief's field representative.

The trenches for the aggregate drains shall be excavated to the dimensions shown on the Construction Plan Set. The Contractor shall excavate and maintain the sides of the trenches as required by OSHA. No additional payment shall be made for excavation of material beyond the depth and width as shown on the Construction Plan Set.

Storage of the aggregate prior to permanent placement is subject to approval by the Chief's field representative and shall include appropriate weight adjustments for losses, which shall be at the Contractor's expense.

Material placement in advance of aggregate drain construction shall be at the Contractor's risk. In the event an uncompleted section of material is damaged, or causes damage to a completed section, the damaged portions shall be replaced or reshaped, as approved by the Chief's field representative at the Contractor's expense. The Contractor shall keep the Division advised as to any and all situations that may result in a possible interruption of the work.

The Contractor shall maintain and protect the construction areas at all times until final completion and acceptance of the work. Any material displaced by the Contractor's operations or negligence, shall be repaired at his expense.

No backfilling shall be permitted without visual inspection and approval of the Chief's field representative.

- D. Measurement: Measurement of aggregate drains shall be by actual linear feet of drain installed as measured in the field and verified by delivery tickets.
- E. Payment: Payment for this work, including the cost of excavating, backfilling, grading, and the filter fabric, shall be made at the contract unit price bid per linear foot for "**Aggregate Drains.**"

9991 SURVEYING

- A. Description: This work shall include furnishing all labor, equipment, and supplies necessary for placing, replacing, and maintaining construction layout stakes, primary control points, cross section end points, elevations, required as-built surveys/drawings and any disturbed property pins required for the construction work to conform to all lines, grades, elevations, and dimensions shown in these contract documents. This work shall also include the layout of the construction work limits.
- B. Staking: All construction staking shall be performed under the direction of a registered professional surveyor licensed in the State of Ohio.
- C. Control Points: The Contractor shall provide at a minimum two (2) permanent control points per construction site. Control points shall be protected throughout construction. The Contractor shall reestablish any control points damaged or disturbed by the construction at no additional cost to the Division.

- D. Work Limits: This work shall include the layout of the construction work limits. This work shall be accepted by the Division prior to any grading or clearing operations. The contractor shall be responsible for ensuring that all work performed on this project does not extend beyond the original construction work limits.
- E. Grade Stakes: Grade stakes showing cut and fill depths shall be established on a maximum 50-foot grid in all areas where excavation and grading shall be performed or closer if required by the Division. All channels and drains shall be staked at all grade breaks and at all 25-foot intervals or closer if required by the Division. Stakes shall be graded to the nearest ± 0.1 foot.
- F. Channel Subgrades: The Contractor shall verify sub-grades of all channels prior to the installation of channel lining shown on the Construction Plan Set as required by the Division. Earthwork areas reaching sub-grade elevation shall be verified prior to any liming and resoiling activity if required. A smooth and finish-graded surface shall be required on all areas before any resoiling and standard revegetation.
- G. Inspection: Any inspection or checking of the Contractor's layout by the Division and the acceptance of all or any part of the work shall not relieve the Contractor's responsibility to meet the required proper dimensions, grades, and elevations.
- H. Clean-Up: The Contractor shall remove all layout stakes and flagging at the completion of the work.
- I. Payment: Payment for this work shall be made at the contract lump sum price bid for "**Surveying**".

APPENDIX 1

**APPENDIX TO
DIVISION II, SECTION 02000, DETAILED CONDITIONS
GOSLINE H2OHIO AMD, SEQUENCE OF WORK**

1105 SEQUENCE AND TIMING OF WORK

Completion of all work shall be coordinated with the Project Inspector, or the Project Officer, and/or the Project Engineer. The Sequence of Work for each phase of the reclamation project shall be as follows:

Phase I

- 1) Contact the Ohio Utility Protection Service.
- 2) Submit pumping plan for **2130 Impoundment Dewatering** to Chief's Representative for approval.
- 3) Clear and grub the areas located within the Construction Limits necessary to complete the reclamation project on the West side of T.R. #497.
 - a. All trees over six (6) inches in diameter shall be cut to eight (8) foot lengths and stacked for the landowner at locations designated by the Chief's Representative.
 - b. All remaining shrubs and brush shall be chipped by mechanical methods and the mulch shall be stockpiled in a location designated by the Chief's Representative.
- 4) Install **3410 Silt Fence** and Construction Entrance(s) on all areas that have been cleared as per the Stormwater Pollution Prevention Plan.
- 5) Placed **3451 #3 & #4 Stone** for access roads as approved by the Chief's representative.
- 6) Perform **3309 Culvert Cleanout** of existing 42" elliptical concrete road culverts.
- 7) Begin **2130 Impoundment Dewatering** of the pit impoundment on the West side of T.R. #497.
- 8) Begin **2200 Earthwork** to backfill pit along with **8127 Aggregate Drains** within the pit as approved by the Chief's representative.
- 9) Install **3356 15" PE/PVC Culvert**, **3341 Concrete Headwall** and **3354 Concrete and Limestone Channel** downstream of the backfilled impoundment.
- 10) Install **4100 Underdrains** and **4200 Outlet Pipe** on seep area West of the Limestone Channel.
- 11) Continue and finish backfilling as per **2200 Earthwork**.
- 12) Upon achieving final grade of the Phase I area, the area shall be revegetated according to line item **6100 Standard Revegetation**.
 - a. This line item includes rocks, stones, and objectionable material over six (6) inches in any one dimension to be removed prior to seeding. Areas with concentrations of coarse fragments shall be raked and the fragments removed or covered prior to seeding.

Phase II

- 1) Clear and grub the areas located within the Construction Limits necessary to complete the reclamation project on the East side of T.R. #497.
 - c. All trees over six (6) inches in diameter shall be cut to eight (8) foot lengths and stacked for the landowner at locations designated by the Chief's Representative.
 - d. All remaining shrubs and brush shall be chipped by mechanical methods and the mulch shall be stockpiled in a location designated by the Chief's Representative.
- 2) Install **3410 Silt Fence** and Construction Entrance(s) on all areas that have been cleared as per the Stormwater Pollution Prevention Plan.
- 3) Place **3451 #3 & #4 Stone** on access road as approved by the Chief's representative.
- 4) Begin **2209 Grading** operation on eroded barren mine spoil on East side of T.R. #497.
- 5) Install Limestone Berms as depicted in the plans set.
- 6) Install Limestone Channels on area East of T.R. #497.
- 7) Install **4100 Underdrains** and **4200 Outlet Pipe** on Northern seep zone.

- 8) Place **6310 Lime** and begin hauling **5106 Off Site Borrow** for neutralization and capping of barren soils.
- 9) Upon achieving final grade of the Phase I area, the area shall be revegetated according to line item **6100 Standard Revegetation**.
 - a. This line item includes rocks, stones, and objectionable material over six (6) inches in any one dimension to be removed prior to seeding. Areas with concentrations of coarse fragments shall be raked and the fragments removed or covered prior to seeding.

Phase III

- 1) Periodic review of the storm water and sediment controls during the maintenance period shall be the responsibility of the Contractor. It is the Contractor's responsibility to ensure that all sediment controls are functional while installed.
- 2) Silt Fence and Straw Bales shall be removed upon the establishment of permanent vegetation on all sites of the reclamation and at least 60 days prior to the end of the one-year maintenance period.
- 3) Seed and mulch areas disturbed by removal operations.

APPENDIX 2

"General Decision Number: OH20240001 11/08/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 01/26/2024 |
| 2 | 03/08/2024 |
| 3 | 04/05/2024 |
| 4 | 07/05/2024 |
| 5 | 07/26/2024 |
| 6 | 08/23/2024 |
| 7 | 09/06/2024 |
| 8 | 09/06/2024 |
| 9 | 11/08/2024 |

BROH0001-001 06/01/2023

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..... | \$ 32.40 | 19.30 |

BROH0001-004 06/01/2023

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 32.40 | 19.30 |

BROH0003-002 06/01/2023

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..... | \$ 32.40 | 19.30 |

BROH0005-003 06/01/2020

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

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

BROH0006-005 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0007-002 06/01/2023

LAWRENCE

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 32.40 | 19.30 |

BROH0007-010 06/01/2023

PORTAGE & SUMMIT

| | Rates | Fringes |
|--------------------|----------|---------|
| MASON - STONE..... | \$ 32.40 | 19.30 |

BROH0008-001 06/01/2023

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

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 32.40 | 19.30 |

BROH0009-002 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |
| Refractory..... | \$ 31.45 | 19.01 |

BROH0010-002 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0014-002 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0016-002 06/01/2023

ASHTABULA, GEAUGA, and LAKE COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0018-002 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0022-004 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0032-001 06/01/2023

GALLIA & MEIGS

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0035-002 06/01/2023

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0039-002 06/01/2023

ADAMS & SCIOTO

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0040-003 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

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 06/01/2023

| | Rates | Fringes |
|--|----------|---------|
| Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:..... | \$ 32.40 | 19.30 |

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 35.39 | 17.47 |

BROH0046-002 06/01/2023

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..... | \$ 32.40 | 19.30 |

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 06/01/2023

ATHENS COUNTY

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0052-003 06/01/2023

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

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

BROH0055-003 06/01/2023

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Bricklayer, Stonemason..... | \$ 32.40 | 19.30 |

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 05/01/2024

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 31.82 | 25.11 |

CARP0200-002 05/01/2024

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..... | \$ 33.15 | 22.43 |
| Diver..... | \$ 39.41 | 10.40 |
| PILEDRIVERMAN..... | \$ 33.15 | 22.43 |

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 05/01/2024

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

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 30.73 | 25.09 |

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

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

CARP0735-002 05/01/2024

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 33.43 | 22.31 |

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 05/01/2024

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

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Piledrivermen & Diver's Tender... | \$ 36.84 | 27.72 |

DIVERS - \$250.00 per day

CARP1393-003 05/01/2024

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

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| Piledrivermen & Diver's Tender... | \$ 34.68 | 27.60 |

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 05/29/2023

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

| | Rates | Fringes |
|--------------------|----------|------------|
| CABLE SPLICER..... | \$ 38.98 | 18.96 |
| ELECTRICIAN..... | \$ 46.38 | 4.5%+21.96 |

ELEC0032-003 06/01/2024

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 35.17 | 22.92 |

ELEC0038-002 04/29/2024

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

| | Rates | Fringes |
|--|----------|---------|
| ELECTRICIAN Excluding Sound & Communications Work..... | \$ 45.23 | 23.88 |

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 04/24/2023

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

| | Rates | Fringes |
|---|----------|---------|
| Sound & Communication Technician Communications Technician... | \$ 29.80 | 13.80 |
| Installer Technician..... | \$ 28.55 | 13.76 |

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 11/27/2023

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..... | \$ 37.90 | 20.08 |

 ELEC0071-001 01/01/2024

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..... | \$ 39.11 | 17.14 |
| Groundmen..... | \$ 25.90 | 13.97 |
| Linemen & Cable Splicers.... | \$ 44.52 | 18.43 |

 ELEC0071-004 01/01/2024

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction | | |
| Equipment Operator..... | \$ 39.11 | 17.14 |
| Groundman..... | \$ 25.90 | 13.97 |
| Lineman & Cable Splicers.... | \$ 44.52 | 18.43 |

 ELEC0071-005 01/01/2024

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

| | Rates | Fringes |
|---|----------|---------|
| LINE CONSTRUCTION: Equipment Operator | | |
| DOT/Traffic Signal & Highway Lighting Projects...\$ 37.43 | 26%+7.75 | |
| Municipal Power/Transit Projects.....\$ 47.86 | 27%+7.65 | |
| LINE CONSTRUCTION: Groundman | | |
| DOT/Traffic Signal & Highway Lighting Projects...\$ 25.63 | 26%+7.75 | |
| Municipal Power/Transit Projects.....\$ 31.91 | 27%+7.65 | |
| LINE CONSTRUCTION: Linemen/Cable Splicer | | |
| DOT/Traffic Signal & Highway Lighting Projects...\$ 42.20 | 26%+7.75 | |
| Municipal Power/Transit Projects.....\$ 53.18 | 27%+7.65 | |

 ELEC0071-008 01/01/2024

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

Line Construction

| | | |
|------------------------------|----------|-------|
| Equipment Operator..... | \$ 39.11 | 17.14 |
| Groundman..... | \$ 25.90 | 13.97 |
| Lineman & Cable Splicers.... | \$ 44.52 | 18.43 |

ELEC0071-010 01/01/2024

Rates Fringes

Line Construction

| | | |
|------------------------------|----------|-------|
| Equipment Operator..... | \$ 39.11 | 17.14 |
| Groundman..... | \$ 25.90 | 13.97 |
| Lineman & Cable Splicers.... | \$ 44.52 | 18.43 |

ELEC0071-013 01/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

Rates Fringes

Line Construction

| | | |
|------------------------------|----------|-------|
| Equipment Operator..... | \$ 39.11 | 17.14 |
| Groundman..... | \$ 25.90 | 13.97 |
| Lineman & Cable Splicers.... | \$ 44.52 | 18.43 |

ELEC0071-014 01/01/2024

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..... | \$ 39.11 | 17.14 |
| Groundman..... | \$ 25.90 | 13.97 |
| Lineman & Cable Splicers.... | \$ 44.52 | 18.43 |

ELEC0082-002 12/04/2023

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

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 36.00 | 21.99 |
|------------------|----------|-------|

* ELEC0082-006 11/28/2022

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

Rates Fringes

Sound & Communication

Technician

| | | |
|---------------------------|-------------|-------|
| Cable Puller..... | \$ 13.10 ** | 4.76 |
| Installer/Technician..... | \$ 26.20 | 13.89 |

ELEC0129-003 02/26/2024

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

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 41.40 | 18.36 |
|------------------|----------|-------|

ELEC0129-004 02/26/2024

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

Rates Fringes

| | | |
|------------------|----------|-------|
| ELECTRICIAN..... | \$ 41.40 | 18.36 |
|------------------|----------|-------|

ELEC0141-003 06/02/2024

BELMONT COUNTY

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 42.94 | 27.74 |
| ELECTRICIAN..... | \$ 39.04 | 27.62 |

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

| | Rates | Fringes |
|--|----------|---------|
| Sound & Communication Technician..... | \$ 24.35 | 10.99 |

ELEC0212-005 06/03/2024

BROWN, CLERMONT, and HAMILTON COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 35.43 | 22.05 |

* ELEC0245-001 08/26/2024

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

| | Rates | Fringes |
|-----------------------------|----------|----------|
| Line Construction | | |
| Equipment Operator..... | \$ 32.95 | 28%+7.85 |
| Groundman Truck Driver..... | \$ 20.59 | 28%+7.85 |
| Lineman..... | \$ 47.07 | 28%+7.85 |

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

ELEC0245-003 01/01/2024

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

| | Rates | Fringes |
|--|----------|----------|
| Line Construction | | |
| Cable Splicer..... | \$ 52.53 | 7.75+27% |
| Groundman/Truck Driver..... | \$ 19.99 | 7.75+27% |
| Heli-arc Welding..... | \$ 45.98 | 7.75+27% |
| Lineman..... | \$ 45.68 | 7.75+27% |
| Operator - Class 1..... | \$ 36.54 | 7.75+27% |
| Operator - Class 2..... | \$ 31.98 | 7.75+27% |
| Traffic Signal & Lighting Technician..... | \$ 41.11 | 7.75+27% |

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

* ELEC0245-004 08/26/2024

ERIE COUNTY

| | Rates | Fringes |
|-----------------------------|----------|-------------|
| Line Construction | | |
| Cable Splicer..... | \$ 49.14 | 26.75%+6.75 |
| Cablesplicer..... | \$ 54.13 | 28%7.85 |
| Groundman/Truck Driver..... | \$ 20.59 | 28%7.85 |
| Lineman..... | \$ 47.07 | 28%7.85 |
| Operator - Class 1..... | \$ 36.70 | 28%7.85 |
| Operator - Class 2..... | \$ 32.95 | 28%7.85 |

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 10/30/2023

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 46.75 | 32.99 |

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

* ELEC0306-005 05/27/2024

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..... | \$ 46.81 | 20.95 |
| ELECTRICIAN..... | \$ 42.55 | 20.95 |

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 32.68 | 18.13 |
| ELECTRICIAN..... | \$ 37.15 | 28.48 |

ELEC0540-005 01/01/2024

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..... | \$ 36.96 | 28.18 |

ELEC0573-003 05/27/2024

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..... | \$ 40.40 | 22.20 |

ELEC0575-001 05/29/2023

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..... | \$ 37.00 | 22.26 |

ELEC0648-001 08/29/2023

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

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 30.50 | 18.23 |
| ELECTRICIAN..... | \$ 34.00 | 21.98 |

ELEC0673-004 05/27/2024

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

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 33.81 | 21.47 |
| ELECTRICIAN..... | \$ 39.64 | 23.86 |

* ELEC0683-002 05/27/2024

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..... | \$ 41.50 | 24.19 |
| ELECTRICIAN..... | \$ 40.50 | 25.20 |

ELEC0688-003 05/30/2022

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

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

ELEC0972-002 06/01/2023

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

| | Rates | Fringes |
|--------------------|----------|---------|
| CABLE SPLICER..... | \$ 35.70 | 30.26 |
| ELECTRICIAN..... | \$ 35.45 | 30.25 |

ELEC1105-001 05/29/2023

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..... | \$ 36.45 | 24.22 |

ENGI0018-003 05/01/2024

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

| | Rates | Fringes |
|--------------------------|-------|---------|
| POWER EQUIPMENT OPERATOR | | |

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 45.63 | 16.41 |
| GROUP 2..... | \$ 45.53 | 16.41 |
| GROUP 3..... | \$ 44.49 | 16.41 |
| GROUP 4..... | \$ 43.27 | 16.41 |
| GROUP 5..... | \$ 37.98 | 16.41 |
| GROUP 6..... | \$ 46.63 | 16.41 |
| GROUP 7..... | \$ 46.63 | 16.41 |

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift;

Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; 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 05/01/2024

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..... | \$ 44.14 | 16.41 |
| GROUP 2..... | \$ 44.02 | 16.41 |
| GROUP 3..... | \$ 42.98 | 16.41 |
| GROUP 4..... | \$ 41.80 | 16.41 |
| GROUP 5..... | \$ 36.34 | 16.41 |
| GROUP 6..... | \$ 45.14 | 16.41 |
| GROUP 7..... | \$ 45.14 | 16.41 |

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 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 1 - A & B..... | \$ 44.63 | 24.30 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 2 - A & B..... | \$ 44.30 | 24.30 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 3 - A & B..... | \$ 38.47 | 24.30 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 4 - A & B..... | \$ 34.52 | 24.30 |
| ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 5 - A & B..... | \$ 31.13 | 24.30 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 1 - C & D..... | \$ 40.91 | 24.30 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 2 - C & D..... | \$ 40.61 | 24.30 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 3 - C & D..... | \$ 35.27 | 24.30 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 4 - C & D..... | \$ 31.65 | 24.30 |
| HAZARDOUS/TOXIC WASTE PROJECTS | | |
| GROUP 5 - C & D..... | \$ 28.53 | 24.30 |
| ALL OTHER WORK | | |
| GROUP 1..... | \$ 37.19 | 24.30 |
| ALL OTHER WORK | | |
| GROUP 2..... | \$ 36.92 | 24.30 |
| ALL OTHER WORK | | |
| GROUP 3..... | \$ 32.06 | 24.30 |
| ALL OTHER WORK | | |
| GROUP 4..... | \$ 28.77 | 24.30 |

ALL OTHER WORK

GROUP 5.....\$ 25.94 24.30

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 05/01/2024

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.....\$ 36.83 29.01

IRON0017-010 05/01/2024

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.....\$ 36.83 29.01

IRON0044-001 06/01/2022

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

Rates Fringes

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

IRON0044-002 06/01/2024

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.....\$ 33.60 23.00
Ornamental; Structural.....\$ 35.37 23.00

IRON0055-003 07/01/2024

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.....\$ 26.40 24.62
Flat Road Mesh.....\$ 29.77 21.30

| | | |
|--------------------------|----------|-------|
| Tunnels & Caissons Under | | |
| Pressure..... | \$ 29.77 | 21.30 |
| All Other Work..... | \$ 35.50 | 29.20 |

IRON0147-002 06/01/2024

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..... | \$ 34.20 | 26.39 |
|-----------------|----------|-------|

IRON0172-002 06/01/2024

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..... | \$ 36.77 | 22.85 |
|-----------------|----------|-------|

IRON0207-004 06/01/2024

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..... | \$ 35.83 | 27.41 |
| Ornamental; Reinforcing; | | |
| Structural..... | \$ 34.83 | 27.41 |
| Ornamental; Reinforcing..... | \$ 28.92 | 25.61 |

IRON0290-002 06/01/2024

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

Rates Fringes

| | | |
|-----------------|----------|-------|
| IRONWORKER..... | \$ 35.39 | 24.35 |
|-----------------|----------|-------|

IRON0549-003 12/01/2022

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

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

 IRON0550-004 05/01/2024

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..... | \$ 34.70 | 22.88 |

 IRON0769-004 06/01/2024

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

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 37.66 | 29.24 |

 IRON0787-003 06/01/2024

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 33.00 | 24.25 |

 LAB00265-008 05/01/2024

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

LABORER

ASHTABULA, ERIE, HURON,
 LORAIN, LUCAS, MAHONING,
 MEDINA, OTTAWA, PORTAGE,
 SANDUSKY, STARK, SUMMIT,
 TRUMBULL & WOOD COUNTIES

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 35.05 | 13.70 |
| GROUP 2..... | \$ 35.22 | 13.70 |
| GROUP 3..... | \$ 35.55 | 13.70 |
| GROUP 4..... | \$ 36.00 | 13.70 |

CUYAHOGA AND GEAUGA
 COUNTIES ONLY: SEWAGE
 PLANTS, WASTE PLANTS,
 WATER TREATMENT
 FACILITIES, PUMPING
 STATIONS, & ETHANOL PLANTS

| | | |
|-------------------|----------|-------|
| CONSTRUCTION..... | \$ 37.66 | 13.70 |
|-------------------|----------|-------|

CUYAHOGA, GEAUGA & LAKE
 COUNTIES

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 36.28 | 13.70 |
| GROUP 2..... | \$ 36.45 | 13.70 |
| GROUP 3..... | \$ 36.78 | 13.70 |
| GROUP 4..... | \$ 37.23 | 13.70 |

REMAINING COUNTIES OF OHIO

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 35.52 | 14.45 |
| GROUP 2..... | \$ 35.69 | 14.45 |
| GROUP 3..... | \$ 36.02 | 14.45 |
| GROUP 4..... | \$ 36.47 | 14.45 |

LABORER CLASSIFICATIONS

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

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

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

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

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

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

PAIN0006-002 05/01/2023

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..... | \$ 30.75 | 18.95 |
| GROUP 2..... | \$ 31.15 | 18.95 |
| GROUP 3..... | \$ 31.45 | 18.95 |
| GROUP 4..... | \$ 37.01 | 18.95 |
| COMMERCIAL REPAINT | | |
| GROUP 1..... | \$ 29.25 | 18.95 |
| GROUP 2..... | \$ 29.65 | 18.95 |
| GROUP 3..... | \$ 29.95 | 18.95 |

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 07/01/2024

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..... | \$ 31.84 | 20.79 |
| GROUP 2..... | \$ 32.84 | 20.79 |
| GROUP 3..... | \$ 32.84 | 20.79 |
| GROUP 4..... | \$ 32.84 | 20.79 |
| GROUP 5..... | \$ 32.84 | 20.79 |
| GROUP 6..... | \$ 32.84 | 20.79 |
| GROUP 7..... | \$ 32.84 | 20.79 |
| GROUP 8..... | \$ 32.84 | 20.79 |
| GROUP 9..... | \$ 32.84 | 20.79 |

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 12/01/2023

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

Rates Fringes

PAINTER

| | | |
|--|----------|-------|
| Bridges; Locks; Dams; Tension Towers; & Energized Substations..... | \$ 35.45 | 23.69 |
| Power Generating Facilities. | \$ 32.30 | 23.69 |

PAIN0249-002 05/01/2024

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

| | | |
|--|----------|-------|
| GROUP 1 - Brush & Roller.... | \$ 27.15 | 13.64 |
| GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes..... | \$ 27.15 | 13.64 |
| GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement..... | \$ 27.90 | 13.64 |
| GROUP 4 - Steeplejack Work.. | \$ 28.10 | 13.64 |
| GROUP 5 - Coal Tar..... | \$ 28.65 | 13.64 |
| GROUP 6 - Bridge Equipment Tender & or Containment Builder..... | \$ 35.86 | 13.64 |
| GROUP 7 - Tanks, Stacks & Towers..... | \$ 31.09 | 13.64 |
| GROUP 8 - Bridge Blaster, Rigger..... | \$ 38.86 | 13.64 |

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 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

| | | |
|---|----------|-------|
| Bridges, Locks, Dams, Tension Towers & Energized Substations..... | \$ 36.09 | 19.49 |
| Power Generating Facilities. | \$ 32.94 | 19.49 |

PAIN0476-001 06/01/2024

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.39 | 17.14 |
| GROUP 2..... | \$ 35.02 | 17.14 |
| GROUP 3..... | \$ 28.60 | 17.14 |
| GROUP 4..... | \$ 28.89 | 17.14 |
| GROUP 5..... | \$ 29.04 | 17.14 |
| GROUP 6..... | \$ 29.29 | 17.14 |
| GROUP 7..... | \$ 30.39 | 17.14 |

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 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER | | |
| GROUP 1..... | \$ 32.18 | 20.29 |
| GROUP 2..... | \$ 33.81 | 20.29 |
| GROUP 3..... | \$ 35.44 | 20.29 |
| GROUP 4..... | \$ 38.63 | 20.29 |

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 06/01/2024

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..... | \$ 29.13 | 17.52 |

Structural Steel.....\$ 30.73 17.52

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2023

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

| | Rates | Fringes |
|--------------|----------|---------|
| Painters: | | |
| GROUP 1..... | \$ 30.18 | 15.50 |
| GROUP 2..... | \$ 30.83 | 15.50 |
| GROUP 3..... | \$ 30.93 | 15.50 |
| GROUP 4..... | \$ 31.03 | 15.50 |
| GROUP 5..... | \$ 31.43 | 15.50 |
| GROUP 6..... | \$ 39.20 | 11.75 |
| GROUP 7..... | \$ 31.68 | 15.50 |

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 06/01/2023

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing..... | \$ 31.43 | 15.50 |
| Brush & Roller..... | \$ 30.18 | 15.50 |
| Spray; Tank Interior & | | |

Exterior.....\$ 31.03 15.50

PAIN1020-002 07/01/2024

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

Rates Fringes

PAINTER

| | | |
|--|----------|-------|
| Brush & Roller..... | \$ 26.54 | 17.66 |
| Drywall Finishing & Taping.. | \$ 27.29 | 17.66 |
| Lead Abatement..... | \$ 28.29 | 17.66 |
| Spray, Sandblasting Pressure Cleaning, & Refinery..... | \$ 27.29 | 17.66 |
| Swing Stage, Chair, Spiders, & Cherry Pickers... | \$ 26.79 | 17.66 |
| Wallcoverings..... | \$ 27.29 | 17.66 |

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 05/01/2024

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

Rates Fringes

PAINTER

| | | |
|---|----------|-------|
| Bridges..... | \$ 36.26 | 14.91 |
| Brush; Roller..... | \$ 30.65 | 14.91 |
| Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work..... | \$ 31.35 | 14.91 |
| Spray..... | \$ 31.15 | 14.91 |
| Stacks; Tanks; & Towers..... | \$ 33.46 | 14.91 |
| Structural Steel & Swing Stage..... | \$ 29.50 | 14.91 |

PLAS0109-001 06/01/2024

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

Rates Fringes

PLASTERER.....\$ 31.70 23.63

PLAS0109-003 06/01/2024

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

Rates Fringes

PLASTERER.....\$ 31.70 23.63

PLAS0132-002 07/01/2024

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

Rates Fringes

PLASTERER.....\$ 30.40 16.54

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 07/01/2024

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

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 33.73 | 23.25 |

PLAS0886-003 07/01/2024

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 33.73 | 23.25 |

PLAS0886-004 07/01/2024

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 33.73 | 23.25 |

PLUM0042-002 07/01/2024

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 40.62 | 25.67 |

PLUM0050-002 07/01/2024

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 49.70 | 30.76 |

PLUM0055-003 05/01/2024

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..... | \$ 42.36 | 29.90 |

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 35.94 | 37.35 |

* PLUM0094-002 05/01/2024

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 45.23 | 24.89 |

PLUM0120-002 04/29/2024

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..... | \$ 47.07 | 28.15 |

PLUM0162-002 06/01/2024

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 43.05 | 27.18 |

PLUM0168-002 06/01/2024

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 39.43 | 37.29 |

PLUM0189-002 06/01/2024

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

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

PLUM0219-002 06/01/2024

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..... | \$ 45.37 | 27.64 |

PLUM0392-002 06/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 40.65 | 26.75 |

PLUM0396-001 06/01/2024

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 38.45 | 28.96 |

PLUM0495-002 06/01/2024

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

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 37.82 | 36.70 |
| ----- | | |
| PLUM0577-002 06/01/2024 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 41.65 | 27.48 |
| ----- | | |
| PLUM0776-002 07/01/2024 | | |

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

| | Rates | Fringes |
|--|----------|---------|
| Plumber, Pipefitter, Steamfitter..... | \$ 42.07 | 29.35 |
| ----- | | |
| TEAM0377-003 05/01/2024 | | |

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 32.54 | 16.80 |
| GROUP 2..... | \$ 32.96 | 16.80 |

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 05/01/2024

CUYAHOGA, GEAUGA & LAKE

| | Rates | Fringes |
|--------------|----------|---------|
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 32.25 | 18.95 |
| GROUP 2..... | \$ 33.75 | 18.95 |

GROUP 1: Straight & Dump, Straight Fuel

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

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

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"