

**COMBO PERRY CO. RECLAMATION 2024
ATHENS & PERRY COUNTY, OHIO
PROJECT NUMBER CO-Pr-24**

Project Description

The Combo Perry Co. Reclamation 2024 project is located in Salt Lick & Coal Townships in Perry County and Trimble Township in Athens County. Directions to the pre-bid location (Salt Lick Vertical Openings) are as follows: Starting at the intersection of S.R. 93 and S.R. 155 in Shawnee, Ohio travel East on S.R. 155 for 0.4 miles and turn left onto East Street/Iron Point Road (C.R. 44). Proceed North on Iron Point Road for 0.9 miles to the project site, located on the left side of the road. The closest address is 6918 County Rd. 44, Shawnee, OH 45782. Coordinates for the site are Latitude: 39.61568 & Longitude: -82.20466.

The Project consists of two (2) separate projects and three (3) separate project sites.

The Salt Lick Vertical Openings site, an easily accessible hazardous highwall and vertical opening is located within 50 feet of Iron Point Road. This site is located on Wayne National Forest property and due to its close proximity to the road, is an attractive and dangerous nuisance to those who visit the area. The scope of work will include backfilling the vertical openings and backfilling the highwalls with on-site soil. Additionally, the vertical openings acts as a stream capture in high flow events will be backfilled and a stream channel will be constructed out of Tied Concrete Block Channels.

The intent of the Johnson Run Portals project is to fill and cap two open portals and a vertical shaft with polyurethane foam and native soil. Temporary stream crossings will be utilized to access the Salem Hollow site.

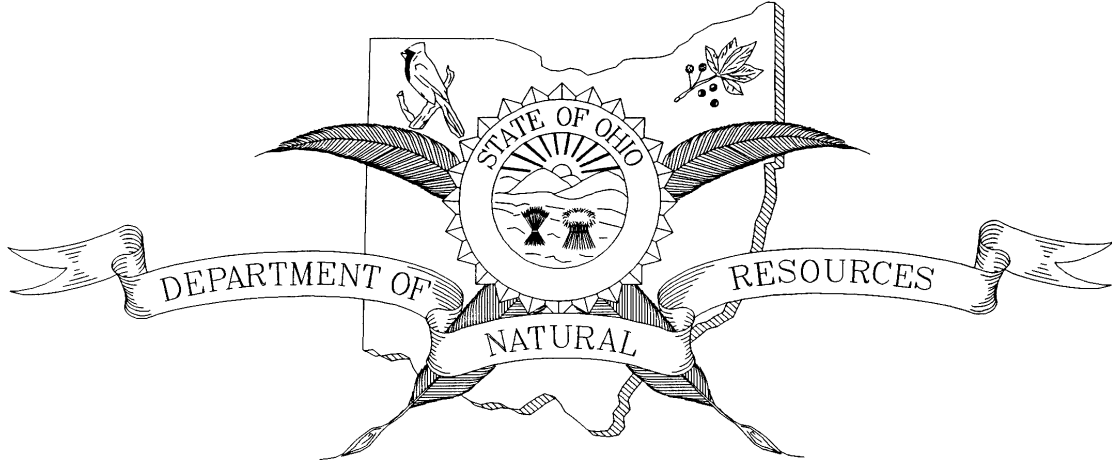
The Combo Perry Co. Reclamation 2024 project is located on U.S. Forest Service land. Site access shall be from existing Township & County roads. Major work items in this project include, but are not limited to:

- Clearing and Grubbing, including chipping, removal and windrowing of stumps and stacking of logs.
- Installing Tied Concrete Block Channels.
- Backfilling open portals with Polyurethane Foam (PUF) and native soils.
- Earthwork required to backfill two highwalls.
- PUF and native soils to backfill shaft on USFS.
- Seeding and mulching of sites

ODNR – Division of Mineral Resources Management, Abandoned Mine Land Program

Zaleski Office (740) 274-4943

Project Officer	Katie Cunningham
Project Engineer	Ron Warner, P.E.
Construction Inspector	Cathy Hoobler



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**

COMBO PERRY CO. RECLAMATION 2024 PROJECT

**SALT LICK & COAL TOWNSHIPS, PERRY COUNTY, OHIO &
TRIMBLE TOWNSHIP, ATHENS COUNTY, OHIO
RECLAMATION PROJECT NUMBER: CO-Pr-24**

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 7, 2025 AT 1:30 PM** and opened thereafter for furnishing the materials and performing the labor for the execution and construction of:

PROJECT NAME: Combo Perry Co. Reclamation 2024

PROJECT NUMBER: CO-PR-24

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 **August 29, 2025**. THE ESTIMATE FOR THIS PROJECT AS DETERMINED BY THE DIVISION OF MINERAL RESOURCES MANAGEMENT IS **\$605,490.00**.

A MANDATORY pre-bid meeting will be held on December 17, 2024 AT 10:00 AM, at the *project site (Lat:39.61568 Log:-82.20466)*. 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, Katherine Cunningham**, at the Zaleski District Office (740) 274-4963.

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:

**TABLE OF CONTENTS
FOR
COMBO PERRY CO. RECLAMATION 2024**

**PERRY & ATHENS COUNTY, OHIO
PROJECT NUMBER CO-PR-24**

TITLE PAGE
NOTICE TO BIDDERS
TABLE OF CONTENTS
PROJECT DESCRIPTION
PROJECT LOCATION MAP
FORM OF PROPOSAL
TIME OF COMPLETION
BID SCHEDULE
SUBSTITUTION SHEET
BID GUARANTY/CONTRACT BOND

DIVISION O - BIDDING AND CONTRACT REQUIREMENTS

PAGE

Section 00100 – Instruction to Bidders	00100 01-09
Section 00200 – Wage and Hour Requirements	00200 01-02
Section 00300 – Affirmative Action Requirements	00300 01-10
Section 00400 – Execution of the Contract	00400 01-15
Section 00500 – Encouraging Diversity Growth and Equity	00500 01-07
Section 00600 – Governing the Expenditure of Public Funds on Offshore Services	00600 01-03

DIVISION I – GENERAL CONDITIONS

01000 01 – 25

Part 1 – Definition of Terms	01000 – 01
Part 2 – Intent and Use of the Contract Documents	01000 – 03
Part 3 – Contractor’s Obligation To Perform	01000 – 04
Part 4 – Construction Progress Schedules	01000 – 04
Part 5 – Conferences and Correspondence	01000 – 05
Part 6 – Commencement of Construction Activities	01000 – 06
Part 7 – Coordination of the Work	01000 – 06
Part 8 – Quality of Materials and Workmanship	01000 – 07
Part 9 – Uncovering of Work	01000 – 07
Part 10 – Contractor’s Employees	01000 – 08
Part 11 – Substitutions During Construction	01000 – 08
Part 12 – Quantities of Work	01000 – 08
Part 13 – Interpretations	01000 – 09
Part 14 – Elimination of Shipped Materials	01000 – 09
Part 15 – Construction Means and Methods	01000 – 10
Part 16 – Subcontractors	01000 – 10
Part 17 – Responsibilities of the Division	01000 – 11
Part 18 – Claims and Disputes	01000 – 12
Part 19 – Layout of the Work	01000 – 12
Part 20 – Contractor’s Supervision of Work	01000 – 13
Part 21 – Safety and Protection	01000 – 13
Part 22 – Miscellaneous Construction Costs	01000 – 13
Part 23 – Applicable Laws and Regulations	01000 – 14
Part 24 – Royalties and Patents	01000 – 14
Part 25 – Strikes and other Disruptions	01000 – 14
Part 26 – Changes in the Work	01000 – 14
Part 27 – Pay Estimates	01000 – 16
Part 28 – Damages	01000 – 19
Part 29 – Non-Weather Related Contract Time Extensions	01000 – 20
Part 30 – Subsurface Conditions	01000 – 20
Part 31 – Omissions in the Contract Documents	01000 – 20
Part 32 – The Division’s Right to Control Work and to Assess Other Liquidated Damages	01000 – 20
Part 33 – Termination of the Contract	01000 – 21
Part 34 – Utilization of Facilities by the Division Prior to Substantial Completion	01000 – 23
Part 35 – Substantial Completion	01000 – 23
Part 36 – Release of Retainage	01000 – 24

Part 37 – Guarantees and Warranties	01000 – 24
Part 38 – Final Inspection	01000 – 25
Part 39 – Final Payment	01000 – 25
Part 40 – Contract Completion Certificate	01000 – 25

DIVISION I – GENERAL SPECIFICATIONS **01100 01 – 09**

Part 1 – Field Dimensions and Elevations	01100 – 01
Part 2 – Site Conditions	01100 – 01
Part 3 – Shop Drawing and Sample Submittals	01100 – 02
Part 4 – Temporary Access	01100 – 03
Part 5 – Field Office	01100 – 03
Part 6 – Material and Equipment Delivery	01100 – 04
Part 7 – Storage of Materials	01100 – 04
Part 8 – Sanitary Facilities for Construction Personnel	01100 – 04
Part 9 – Temporary Utilities	01100 – 04
Part 10 – Use of Existing Roadways	01100 – 05
Part 11 – Hours of Work	01100 – 05
Part 12 – Work in Inclement Weather	01100 – 05
Part 13 – Use of Explosives	01100 – 06
Part 14 – Protection of Surface Features	01100 – 06
Part 15 – Protection of Existing Utilities	01100 – 06
Part 16 – Tests and Inspections	01100 – 06
Part 17 – Equipment Start – Up	01100 – 07
Part 18 – Clean Up	01100 – 08
Part 19 – As-Built Drawings	01100 – 08
Part 20 – Operation and Maintenance Manuals	01100 – 08
Part 21 – Applicable Codes and Standards	01100 – 09
Part 22 – Maintenance During Construction	01100 – 09
Part 23 – Winterization and Project Shutdown	01100 – 09

DIVISION II DETAILED CONDITIONS **02000 01 – 04**

1100 – Scope and intent of Work	02000 – 01
1105 – Sequence and Timing of Work	02000 – 01
1110 – Construction Layout Stakes	02000 – 02
1120 – Drawings	02000 – 02
1125 – Use of ODOT Specifications	02000 – 02
1130 – Protection of Existing Utilities	02000 – 02
1140 – Erosion and Sedimentation Control	02000 – 03
1160 – Traffic Control	02000 – 03
1170 – Haul Roads	02000 – 04
1180 – Field Office and Utilities	02000 – 04
1190 – Explosives	02000 – 04
1200 – Explosive Gas Monitoring	02000 – 04

DIVISION II – DETAILED SPECIFICATIONS **02100 01 – 22**

2100 – Mobilization/Access	02100 – 01
2121 – Clearing and Grubbing	02100 – 01
2200 – Earthwork	02100 – 02
2301 – Debris Removal and Disposal	02100 – 03
2702 – Specific Work Allowance	02100 – 04
3130 – Type C Rock Channel Protection	02100 – 05
3211 – Filter Fabric	02100 – 07
3231 – Prefabricated Block Channel Lining	02100 – 07
3233 – Temporary Stream Crossing	02100 – 08
3410 – Silt Fence/Straw Bale Dike	02100 – 09
3451 – #3 & #4 Stone	02100 – 11
3454 – #57 Stone	02100 – 12
4446 – Dewatering	02100 – 13
4516 – Polyurethane Foam Fill	02100 – 13
6100 – Standard Revegetation	02100 – 15
6310 – Lime	02100 – 19
9420 – Oil/Gas Well Abandonment	02100 – 19
9421 – Gas Line Relocation	02100 – 20
9931 – Miscellaneous	02100 – 20
9991 – Surveying	02100 – 21

APPENDIX 1 – DAVIS - BACON WAGE RATES

APPENDIX 2 – STORMWATER POLLUTION PREVENTION PLAN

**COMBO PERRY CO. RECLAMATION 2024
ATHENS & PERRY COUNTY, OHIO
PROJECT NUMBER CO-Pr-24**

Project Description

The Combo Perry Co. Reclamation 2024 project is located in Salt Lick & Coal Townships in Perry County and Trimble Township in Athens County. Directions to the pre-bid location (Salt Lick Vertical Openings) are as follows: Starting at the intersection of S.R. 93 and S.R. 155 in Shawnee, Ohio travel East on S.R. 155 for 0.4 miles and turn left onto East Street/Iron Point Road (C.R. 44). Proceed North on Iron Point Road for 0.9 miles to the project site, located on the left side of the road. The closest address is 6918 County Rd. 44, Shawnee, OH 45782. Coordinates for the site are Latitude: 39.61568 & Longitude: -82.20466.

The Project consists of two (2) separate projects and three (3) separate project sites.

The Salt Lick Vertical Openings site, an easily accessible hazardous highwall and vertical opening is located within 50 feet of Iron Point Road. This site is located on Wayne National Forest property and due to its close proximity to the road, is an attractive and dangerous nuisance to those who visit the area. The scope of work will include backfilling the vertical openings and backfilling the highwalls with on-site soil. Additionally, the vertical openings acts as a stream capture in high flow events will be backfilled and a stream channel will be constructed out of Tied Concrete Block Channels.

The intent of the Johnson Run Portals project is to fill and cap two open portals and a vertical shaft with polyurethane foam and native soil. Temporary stream crossings will be utilized to access the Salem Hollow site.

The Combo Perry Co. Reclamation 2024 project is located on U.S. Forest Service land. Site access shall be from existing Township & County roads. Major work items in this project include, but are not limited to:

- Clearing and Grubbing, including chipping, removal and windrowing of stumps and stacking of logs.
- Installing Tied Concrete Block Channels.
- Backfilling open portals with Polyurethane Foam (PUF) and native soils.
- Earthwork required to backfill two highwalls.
- PUF and native soils to backfill shaft on USFS.
- Seeding and mulching of sites

ODNR – Division of Mineral Resources Management, Abandoned Mine Land Program

Zaleski Office (740) 274-4943

Project Officer	Katie Cunningham
Project Engineer	Ron Warner, P.E.
Construction Inspector	Cathy Hoobler

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

**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
COMBO PERRY CO. RECLAMATION 2024

1100 - SCOPE AND INTENT OF WORK

At the Salt Lick Vertical Openings site, an easily accessible hazardous highwall and vertical opening is located within 50 feet of Iron Point Road. This site is located on Wayne National Forest property and due to its close proximity to the road, is an attractive and dangerous nuisance to those who visit the area. The scope of work will include backfilling the vertical openings and backfilling the highwall with onsite soil. Additionally, the vertical opening acts as a stream capture in high flow events will be backfilled and a stream channel will be constructed out of Tied Concrete Block Channels.

The intent of the Johnson Run Portals project is to fill and cap two open portals and a vertical shaft with polyurethane foam and native soil. Temporary stream crossings will be utilized to access the Salem Hollow site.

All disturbed areas will be reseeded per the Standard Revegetation Specification after completion of the final grading. It will be incumbent upon the contractor to locate all utilities, private and public, in all areas that work will take place. *Utilities marked on the drawings are approximate and are not all inclusive of actual utilities on site.*

1105 - SEQUENCE AND TIMING OF WORK

The **specific sequence** of certain items in the Work is as follows:

At Salt Lick site, the contractor shall:

1. Locate utilities and mobilize.
2. Install construction entrance stone, and erosion control measure.
3. Remove and properly dispose of existing oil/gas lines on site.
4. Clear and grub the site.
5. Plug the vertical openings according to the plans and specifications.
6. Perform earthwork to backfill the highwalls.
7. Install Flex-a-mat channels.
8. Fertilize, seed, and mulch all disturbed areas according to this plan set and appropriate specifications.
9. Demobilize.

At Johnson Run site, the contractor shall:

1. Locate utilities and mobilize.
2. Clear and grub the site.
4. Plug the portals according to the plans and specifications.
5. Fertilize, seed, and mulch all disturbed areas according to this plan set and appropriate specifications.
6. Demobilize.

At Salem Hollow site, the contractor shall:

1. Locate utilities and mobilize.
2. Install temporary stream crossings
2. Clear and grub the site and install erosion control.
4. Plug the shaft according to the plans and specifications.
5. Fertilize, seed, and mulch all disturbed areas according to this plan set and appropriate specifications.
6. Demobilize.

Portions of the project, especially those involving establishing a vegetative cover usually cannot be performed during the winter/non-construction season, which is November 15 to March 15 for this project. Construction shall not take place on weekends, holidays or at night unless prior written approval has been granted by the Chief.

The project shall be considered substantially complete when the above sequence of work is completed. Noncritical work items shall not affect the substantial completion of the project and may be completed in the maintenance period of the project.

1110 - CONSTRUCTION LAYOUT STAKES

The Contractor will be responsible for establishing all necessary field surveys for staking layout to conform to all lines, grades, elevations, and dimensions shown in these contract documents prior to the start of any work. This work shall be done under the direction of a land surveyor licensed in the State of Ohio. It should be noted that if the Contractor believes that the existing grades vary enough from those illustrated on the Plans to significantly alter the scope of work for this project, the Contractor shall submit to the Chief a revised survey prepared by a land surveyor licensed in the State of Ohio prior to the start of any work. The submittal shall include documentation of the requested changes in any earthwork volumes. Any cost associated with the revised survey shall be at the Contractor's expense. Otherwise, payment for this item shall be made by Specification 9991 "Surveying". If Specification 9991 is not part of the contract, payment for surveying shall be included in all other specifications.

1120 - DRAWINGS

The work shall conform to the Plans entitled "**COMBO PERRY Co. RECLAMATION 2024, CO-Pr-24**" which form a part of these specifications, and are on file in the Department of Natural Resources, Division of Mineral Resources Management, 2045 Morse Road, Building H, Second Floor, Columbus, Ohio 43229-6605.

1125 - USE OF ODOT SPECIFICATIONS

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 Street
Columbus, Ohio 43223
Telephone (614) 466-3778 or 466-3200.

1130 - PROTECTION OF EXISTING UTILITIES

Existing known utilities are shown on the Plans. The locations of the utilities identified are **approximate** and 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 Plans. **Two working days before digging, call the Utility Protection Service (Telephone: 1-800-362-2764).** A copy of the OUPS ticket shall be provided to the Chief prior to any construction activities on the site.

The contractor shall contact the property owners to locate utilities on private property to avoid any damage.

Contact the Utility Protection Service (1-800-362-2764) regarding each site before construction.

1140 - EROSION AND SEDIMENTATION CONTROL

Temporary erosion control measures must be installed and maintained during the course of the project. On this project, these may consist of silt fence, straw wattles, temporary earth diversions, rock check dams, sediment control structures, vegetative cover, or some combination of these measures.

Once construction begins, the Contractor shall be solely responsible for all construction related off-site sedimentation. The contractor is responsible for meeting all requirements of the EPA Stormwater Regulations. Any fines levied by the EPA shall be paid by the contractor in the allotted time frame. Any off-site sedimentation caused by this project shall be removed by the Contractor at the Contractor's expense.

- A. **Temporary Measures:** Temporary erosion control measures shown on the Plans or as agreed upon at the pre-construction conference shall be placed prior to construction starting, or as directed by the Chief if the project is built in stages. All necessary removal of accumulated sediment during the course of construction will be performed when sediment accumulation reaches 40% of total structure capacity. Temporary controls will be removed by the Contractor when they are no longer needed or when required permanent control measures have been completed.
- B. **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, standard revegetation and other such permanent control measures current in accordance with the accepted schedule.
- C. **Winterization:** 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. The winter period is defined as the time between November 15 and March 15.
 - 1. 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.
 - 2. 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.
- D. **Enforcement:** The Chief shall take appropriate steps, as provided for in the General Conditions, which include, but are not limited to, assessment of liquidated damages to enforce the above provisions. At his discretion, the Chief shall require the removal of off-site sediment by the Contractor if such sediment resulted from the Contractor's negligence to place and maintain sediment control structures in a timely manner and in accordance with the Plans and Specifications.
- E. **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," hereafter called The Ohio Manual. Traffic control devices shall be provided with suitable supports of sufficient strength and stability.
- B. The Contractor shall notify the appropriate public officials in advance of closing any lane of a public road. Although closure of a public road is unlikely during this project, if it becomes necessary for some reason, the Contractor shall notify the appropriate officials, a minimum

of ten (10) working days prior to the closure of any lane of a public road. Operations shall be conducted such that only one lane of the public roadway is closed at any time. Traffic control shall be provided by the Contractor.

1170 - HAUL ROADS

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.

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 provide bond to secure the agreement.

Any costs associated with this requirement shall be included in the Contractor's bid for the various items included in his or her proposal.

The Contractor shall guarantee repair of any damage caused by heavy hauling on private property. Any damage shall be repaired at the cost of the Contractor.

Any construction stone needed to develop graveled access roads shall be at the contractor's expense. All temporary access roads constructed by the contractor shall be removed at the end of the project and returned to original condition or revegetated.

1180 - FIELD OFFICE and UTILITIES

A field office shall not be required by the Chief, but the Contractor may furnish such a facility at his own option. It shall, however, be required that a portable toilet be placed on site and maintained throughout construction.

The Owner will not provide any utilities for the work. The contractor shall supply any utilities such as electric, water, and phone required to perform the work.

1190 - EXPLOSIVES

Use of explosives shall not be permitted under this Contract.

1200 – EXPLOSIVE GAS MONITORING

Abandoned coal mine entries have the potential to discharge dangerous mine gases. Because of this potential the Contractor shall maintain and properly operate at least one calibrated Multi-Gas Meter while working in or around an open mine entry. A Multi-Gas Meter shall not be required if there are no open mine entries within the construction work limits.

A test for the Lower Explosive Limit (LEL) and Oxygen (O₂) shall be conducted prior to initiation of any mine closure work. The tests shall be performed by lowering and/or positioning the meter down the shaft, near the opening of a horizontal entry or in an excavated trench. If the test indicates the LEL to be 10% or greater and/or Oxygen (O₂) to be 19.5% or less, then no construction activity shall take place until permissible levels have been obtained by ventilation or other approved means.

The Contractor should be aware that mine gas discharge can vary with changing weather conditions. The testing frequency should be increased during changing weather patterns. Testing shall be performed at an interval determined by the Contractor; however, they shall be performed a minimum of two (2) times per working day or as directed by the Chief until the entries, mine openings or other mine features that could release gases are backfilled or other work around them completed.

DIVISION II
SECTION 02100
DETAILED SPECIFICATIONS
COMBO PERRY CO. RECLAMATION 2024

2100 MOBILIZATION/ACCESS

- A. Description: The work shall consist of the mobilization of the Contractor's forces and equipment necessary for performing the work required under the contract.

This item shall include the transportation of personnel, equipment, and supplies to and from the site, the development and later restoration of all required access roads.

- B. Staging Areas & Access Roads: The constructed #3 & #4 stone staging areas and access road as depicted in the plan set shall be maintained during construction and shall remain after completion of the construction. 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.

The Contractor shall be required to remove the #3 & #4 stone staging area from Salem Hollow project site upon completion of the major items of work but prior to revegetation of the site. All other staging areas as indicated on the drawings are to remain upon completion of construction unless otherwise directed by the Chief's representative. The costs for the removal of stone staging area from Salem Hollow shall be considered **incidental**.

- C. Temporary Crossings: The installation and later removal of temporary crossings to gain access to the various areas of the site may be required for this project and shall be at the discretion of the Chief's representative. Any required culverts shall be properly installed, bedded, and backfilled according to the manufacturer's recommendations and with approval of the Chief's representative. Any cost associated with culverts, bedding, and backfilling for temporary crossings, including materials and labor, shall be considered **incidental** to this item.

Temporary stream crossing(s) installed as part of the Salem Hollow project shall be installed and paid for out of line item "**3233 Temporary Crossings**".

- D. Demobilization: At completion, this item shall include demobilization and cleanup of all areas.
- 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% for each project site respectively of the Contract lump sum price bid.

2121 CLEARING AND GRUBBING

- A. Description: The Contractor shall clear the site within the "Construction Work Limits" as designated on the Drawings and provide minor clearing as needed. The Chief's representative shall exercise control over clearing and shall designate all trees, plants, shrubs, abandoned material, trash, fencing, etc., to be removed or to remain. Any trees designated to be removed and having marketable value shall be topped and stockpiled at an on-site location designated by the Chief's representative for the landowner's use. This work shall also include the preservation from injury or defacement of all trees designated to remain.

- B. Execution: Removal of designated trees marked by the Chief's representative and all clearing and grubbing shall be completed prior to beginning earthwork operations unless otherwise directed by the Chief's representative. The Contractor shall confine his operations strictly to designated areas. If the Contractor clears and grubs beyond the designated areas, whether knowingly or accidentally, the Contractor shall replant and otherwise restore all areas outside the "Earthwork Limits" and to a condition equal to that existing prior to start of work at his own expense.

All shrubs, brush and taproots shall be chipped by mechanical methods and the mulch shall be stockpiled in a location designated by the Chief's representative.

All trees over six (6) inches in diameter shall be cut to eight (8) foot lengths and stacked for the landowner in a location designated by the Chief's representative.

The Contractor shall construct stump piles along the project perimeter in a location designated by the Chief's representative. The stump pile(s) shall not exceed ten feet in height; ten feet in width; and shall not exceed sixty feet in length.

Grass, however, may be incorporated into the resoiling material. Root material over 1 1/2 inches in diameter shall be grubbed out to a depth of at least 10 inches below the planned subgrade or slope elevation. All 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 exercise special care and control when clearing along and adjacent to the property lines. Property lines are shown on the Plans for information purposes. **The Contractor shall preserve and protect all property lines and property corners existing in the field. In the event property line demarcations or property corners are disturbed or destroyed, the Contractor shall immediately notify the Chief's Representative and employ a Professional Surveyor, licensed by the State of Ohio, to reset property line demarcations or property corners in their original location.** The Contractor shall bear all costs associated with resetting of property lines or property corners, including easement markers owned by the Muskingum Watershed Conservation District.

- C. Burning: No Burning will be allowed on this project.
- D. Payment: The cost of this work shall be paid for under the contract unit price bid per acre for "**Clearing and Grubbing**".

2200 EARTHWORK

- A. Description: This work shall consist of furnishing all labor and equipment necessary to excavate, haul and redeposit material to the grades and in the areas indicated on the plans. This shall also include, but not be limited to, the excavation of the prefabricated concrete block channel, excavation of the proposed entrance apron and any additional excavation necessary for test pits, general grading for sediment controls, and final grading.
- B. Fill & Grading: All areas of fill shall be keyed into the existing ground. Placement of fill shall only be made on scarified, moist surfaces. No fill shall be placed on frozen soil, unstable soil, or soil where water is ponded. Fill for non-compacted areas shall be placed in uniform **horizontal** lifts not to exceed 12 inches in depth. No areas of the fill shall be more than 3 feet higher or lower than any other area during placement. No side dumping of material on slopes will be permitted.

Profiles and grading plans provided on the drawings 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 difference in channel elevations shall not exceed plus/minus 0.3 feet from the proposed grade and the proposed slope grades shall

not be steeper than those shown on the plans or steeper than 3H:1V, unless otherwise indicated on the Drawings or approved by the Chief's representative. A smooth and finish-graded surface shall be required on all areas before resoiling.

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

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

- C. Drainage: The Contractor shall provide positive drainage for all areas during and after construction. No water should be impounded during or after construction including the "Borrow Area".

In areas not designated for sheet runoff, the Contractor shall make an attempt to grade the embankment to drain into existing or proposed swale areas. This shall include the use of diversion swales and other measures to direct runoff to rock dams, rock channels, etc.

All drainage swales and ditches must be approved by the Chief's representative prior to resoiling and reseeded. The cost of the swales and ditches, if not already in a separate line item, shall be included with the line item for "**Earthwork**".

Standing water and ponds shall be drained into lower areas surrounding the reclamation area before they are filled with earth. Care shall be taken to minimize soil erosion and flooding during this process.

- D. Resoil: All resoiling material, such as 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.
- E. Access Roads: New access roads to the project areas shall be maintained during construction. The stoned entrance apron shall remain permanent and other access roads shall be reclaimed after the completion of the construction. They shall be reclaimed in a condition equal to or better than existing, prior to construction.
- F. Measurement: The approximate amount of earthwork has been listed as fifteen thousand two hundred twenty seven (15,227) total cubic yards. **However, this figure should only be used for estimating purposes. There will be no final measurement.** Any disputes of the listed earthwork shall require the Contractor, at his/her own expense, to provide a pre- and post-construction survey of the entire reclamation area.
- G. Payment: Payment for this work, which includes excavation and re-depositing material to the grades as indicated on the plans and cross sections, placement, construction of swales and ditches, construction of temporary erosion control measures, burial, disposal of boulders, segregation and stockpiling of resoil material, and final grading shall be made at the contract lump sum price bid for "**Earthwork**".

2301 DEBRIS REMOVAL AND DISPOSAL

- A. Description: This work shall consist of removing and disposing of various scrap metal and debris/trash on the project site including but not limited to the removal of existing culverts, and various trash encountered within/along access routes, the excavation and/or backfilling of various subsidence/mine shaft(s).

Any items or materials on the project site, which the property owner wishes salvaged, shall be set aside in an orderly manner in an area which does not interfere with the completion of the project according to the plans.

- B. Off-Site Disposal: All materials not deemed hazardous in nature shall be hauled to a licensed landfill or scrap yard. Copies of truck weight tickets from the landfill/scrap yard shall be furnished daily to the Chief's representative.
- C. Payment: Payment for this item shall be made at the contract unit price bid per ton for "**Debris Removal and Disposal.**"

2702 SPECIFIC WORK ALLOWANCE

A. Summary:

- 1. This Section includes administrative and procedural requirements governing allowances.
 - a. Certain materials and equipment are specified in the Contract Documents by Allowances. Allowances have been established in lieu of complete information and to defer selection of actual materials and equipment to a later date when additional information is available for a more accurate evaluation. If necessary, additional requirements shall be issued by Change Order.
- 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 Chief's representative 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 90 days from the date of Notice to Proceed. All other Allowance pricing remains in effect for the Contract duration.
- 3. At the Chief's representative'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 Chief's representative from the designated supplier.
- 5. If the cost of the Allowance exceeds the amount allowed per this line item, the Chief's representative 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 will be reimbursed without a Change Order.** Should the actual cost of the items purchased be less than the amount allowed, the remaining lump sum value of the unspent Allowance shall be deducted from the Contractor's Contract by a Change Order.
- 6. Only the Chief's representative 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.

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. This may include, but not limited to, reclaiming areas outside the proposed limits of construction and additional grading needed to achieve positive drainage along the fringes of the proposed grading. A Field Order will be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
- b. **Allowance 2: Maintenance of Access Road:** Work under this allowance shall include any stone necessary to maintain the current access road to the project site. A Field Order will be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
- c. **Allowance 3: Removal and Disposal of Unforeseen Debris:** Work under this allowance will include any unforeseen debris that may be encountered during the construction of the Test Plant facility or monitoring flume. A Field Order will be issued to initiate the work allowance and to direct the Contractor on how the work is to be completed.
- d. **Allowance 4: Demolition of Subsurface Structures:** Work under this allowance shall include any demolition/removal necessary of unforeseen subsurface structures 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. Payment:

1. Include in the Base Bid amount an Allowance of \$6,000 for the above-mentioned work. Only the Chief's representative 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.

3130 TYPE "C" ROCK CHANNEL PROTECTION

- A. Description: This work covers all labor, materials and equipment involved in the construction of Type "C" rock channel protection required to backfill the vertical openings on the Salt Lick project.
- B. Materials: The materials shall consist of sound and durable crushed limestone rock. 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 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 Chief's representative 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 representative's inspection prior to the utilization of the material.

The Type "C" Material shall consist of sizes such that at least 85 percent of the total material by weight shall be larger than a 6-inch but less than an 18-inch square opening. At least 50 percent of the total material by weight shall be larger than a 12 inch square opening. The material smaller than a 6-inch square opening shall consist predominantly of rock spalls and rock fines and shall be free of soil. Tolerance to lines and grade is ± 2 inches.

- C. Acceptability: Acceptability of material shall be determined by laboratory tests, visual inspection and/or service records as required by the Chief's representative. Service records shall 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) for Type "C" material.

- D. Material Placement:

1. The Contractor shall mark the areas for the placement of the rock 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. Channels shall be lower than adjacent areas to promote drainage. Excavation shall be included in cost of "**Earthwork**".
4. Material placement in advance of rock channel 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 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.
6. 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.
7. 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 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 1.5 ton per cubic yard of Rock Channel Protection shall be used if necessary.

- F. Payment: Payment for all of the work specified above shall be made based on the contract unit price bid per ton for "**Type "C" Rock Channel**".

3211 FILTER FABRIC

- A. Description: The item includes the material, labor, and equipment for the installation of the filter fabric for the encapsulated aggregate plug.
- B. Material: Use Filter Fabric conforming to ODOT Material Specifications 712.09 for the following Items:

1. Type 712.09, 'D' for subgrade-base separation or stabilization.

The filter fabric shall be composed of polymeric fibers formed into a woven fabric.

- C. Construction: 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. It shall be laid smooth and free from tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 12 inches of overlap for each side or end. The Contractor at no cost to the Chief shall replace any damage to the fabric during placement of the backfill. The filter fabric shall be protected from damage due to placement of the backfill or other materials by limiting the height of the drop of material. The material shall be stored out of the direct sunlight to prevent deterioration and break down of the fabric.
- D. Method of Measurement: The fabric shall be measured in the field by the Chief's representative with no allowance for overlap.
- E. Basis of Payment: Payment for this item (unless stated elsewhere) shall be made at the contract unit price bid per square yard (SY) of **Item 3211, "Filter Fabric"**.

3231 PREFABRICATED BLOCK CHANNEL LINING

- A. Description: This item covers all labor, materials and equipment necessary for the installation of five hundred forty-four (544) linear feet of 10' wide concrete block channel lining along Main Channel of the Salt Lick site, and two hundred seventy-nine (279) linear feet of 5.5' wide concrete block channel lining along the side channels.
- B. Materials: Where stated in the Construction Plan Set, this item shall include the installation of Tied Concrete Block Erosion Control Mat (Flexamat Channel Liner as manufactured by Motz Enterprises, Inc. 11006 Reading Road, Suite 301 Cincinnati, OH 45241, ph. 513-772-6689 or approved equal). The fastening devices shall be constructed in accordance to the details shown in the Construction Plan Set.

The following seed mix shall be sown at the indicated rate. Further information may be found in the Agronomy Guide, Bulletin 472, Cooperative Extension Service, The Ohio State University.

<u>Seed</u>	<u>lbs./Acre</u>
Forager Fescue (<i>Festuca arundinacea</i>)	55
Perennial Ryegrass (<i>Lolium perenne</i>)	20
Annual Wheat (<i>Triticum</i>) or Oats (<i>Avena sativa</i>)	10

With the exception of the above specified seed mixture, all conditions given in "**Standard Revegetation**" shall be followed.

C. Installation: Guides to Installation:

1. Grade the channel so that water will flow down the center of the channel and be contained to the channel. All subgrade surfaces prepared for placement of mats shall be smooth and free of all rocks, sticks, roots, other protrusions, or debris of any kind. The prepared surface shall provide a firm unyielding foundation for the mats with no sharp or abrupt breaks in the grade.
2. Apply seed directly to the prepared soil prior to mat installation. Use seed per project specification. At least forty-eight (48) hours prior to seeding, the Contractor shall contact the Chief to indicate the planned date for installation of the concrete channel lining.
4. Install mat rolls. Within twenty-four (24) hours after seeding, concrete channel lining shall be laid flat and loosely, parallel to the flow of water. Consult manufacturer for recommended mat placement. The initial leading edge of mat is buried vertically eighteen (18) inches to serve as the anchor trench. The upstream mat shall fully cover the anchor trench.
5. Install one-half (½) inch repair "U" staples eighteen (18) inches long in two (2) foot increment across the width of the channel at the point where the mat extends from the anchor trench.

D. Maintenance: The concrete channel liner areas shall be maintained until all work on the Contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by erosion, wind, fires, or other causes. The soil in such areas shall be restored to the condition and grade existing just prior to application of the concrete channel liner.

E. Measurement: Measurement shall be determined in the field by the Chief's representative with no allowance for the overlap of eighteen (18) inches recommended above.

F. Payment: Payment for the concrete channel lining shall be made at the contract unit price bid per square feet for "**Concrete Channel Lining**".

3233 – TEMPORARY STREAM CROSSING

A. Description: This item of work shall consist of furnishing all labor, materials and equipment necessary to complete the temporary stream crossings according to the Plans for the Salem Hollow Project Site.

B. Materials: The temporary stream crossing shall utilize a bridge type crossing that allows for access without affecting the stream below the ordinary high water mark. Examples of such crossings are crane mats, prefabricated temporary bridges, and/or precast concrete members. Placing culverts or stone in the stream shall **not** be allowed.

C. Execution: The contractor shall submit a written Stream Crossing Plan to the Division prior to constructing the stream crossing. The Stream Crossing Plan shall describe the following elements:

- a. Type of materials and configuration to be used
- b. Dimensions of materials
- c. Any necessary grading requirements
- d. Method for restoring effected areas upon removal

Upon receiving approval from the Division, the contractor shall install the temporary stream crossing at the location indicated by the Division and maintain the crossing during the life of the project. Installation shall include any miscellaneous grading that may be necessary.

Upon completion of the work the temporary stream crossing shall be removed. The affected areas shall be restored to the original grade and all disturbed areas shall be revegetated according to specification number **6100, "Standard Revegetation"**.

- D. Method of Measurement: Measurement shall be made based on the installation, maintenance and removal of each stream crossing.
- E. Payment: Payment for work completed in accordance with this specification shall be made based on the contract unit price bid per each (EA) for **Item 3233, "Temporary Stream Crossing."**

3410 SILT FENCE/STRAW BALE DIKES

- A. Description: This item covers construction of the silt fences and/or straw bale dikes. The Chief may designate utilization of silt fence, straw bale dikes or a combination of both at locations selected for placement.

The placement of silt fence and straw bale dikes within the limits of construction shall be at the discretion of the Chief.

During the life of the Contract, the Contractor shall maintain these silt and erosion-control structures. Accumulated silt shall be removed when it, in the Chief's opinion, may damage or reduce the effectiveness of the structure.

- B. Straw Bale Dikes
 1. Material: Straw bale dikes shall be constructed with twine-bound square straw or hay bales, staked to remain in place, as shown on the Construction Plan Set.
 2. Installation and Execution: The location of the dikes shall be as shown on the Construction Plan Set, or as directed by the Chief, at the time of construction. When the usefulness of the dikes has ended, they shall be removed and disposed of. Dikes may remain in place upon completion of the project only when permitted by the Chief.
- C. Silt Fence
 1. Material:
 - a. The materials used to construct silt fence structures shall be "Envirofence" manufactured by the Mirafi Division of Celanese Corporation or approved equal. The silt fence shall be installed with a trenching machine or other methods conforming to manufacturer's installation guide, in accordance with all manufacturers' instructions **with trench** as shown in the Construction Plan Set.

The silt fence fabric shall conform to the Item 712.09, Type C of the 2019 ODOT Specifications.

The fabric shall be free of any treatment that might significantly alter its physical properties. 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.

The manufacturer shall submit certified test data to cover each shipment of material.

- b. The silt fence used shall be a prefabricated silt fence with fabric already attached to posts or shall be assembled in the field according to the following installation guidelines.

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 and protected until placement as recommended by the manufacturer such that no deterioration occurs. During shipment and storage, the rolls of fabric shall be protected against deterioration from the sun, mud, dirt, dust and other harmful conditions at all times until their use.

2. Installation Guidelines for Silt Fence: Silt fence shall be installed in the following manner.
 - a. First, a small toe-in trench shall be dug by a trenching machine 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. If a prefabricated silt fence is not being used the fabric must now be attached to the posts. This may be done several ways depending on the type of fabric being used. If a fabric with sewn "pockets" is used, the posts shall be inserted in the pockets before they are driven in. This shall insure proper fit and spacing. Fabrics with a reinforcing cord sewn in the top hem shall be slit in the hem at the location of the post, taking care not to slit the cord. The cord shall be pulled out slightly (approx. 4" to 6"), twisted into a loop, and placed tightly over the top of the post. The loop shall be made so that tension on the silt fence shall tighten the loop around the post. Cord ends shall be secured at the diagonal to fence at the second stake to promote tension of the top of the fabric.
 - d. 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.
 - e. The silt fences shall be maintained throughout construction. The Contractor shall conduct regular inspections and after all heavy rains. Damaged fences must be repaired immediately.

- f. At the completion of construction and upon establishment of suitable vegetation as determined by the Chief, all silt fence structures shall be removed. Areas disturbed by the removal operation including temporary access roads shall be revegetated. In general, this operation shall consist of regrading, re-fertilizing, reseeding and mulching.
- D. Measurement: Measurement for the above-described work shall be made by actual field measurements. When using Silt Fence with Bale Backup the measurement shall be the length of the Silt Fence installed, plus the length of the Straw Bale Dike installed.
- E. Payment for Silt Fence and Straw Bale Dikes: Payment for this item shall be made at the contract unit price bid per linear foot of "**Silt Fence/Straw Bale Dikes.**"

3451 NO. 3 & NO. 4 STONE

- A. Description: This work shall include the preparation, labor, equipment and materials for the placement of three (3) inches No. 3 and No. 4 stone for construction staging areas on Salt Lick Vertical Openings and Salem Hollow Site as well as backfill for vertical openings.
- B. Materials: The materials shall consist of sound and durable crushed limestone of the proper gradation for that size, meeting ODOT specifications. 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 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 representative shall inspect stone in quarry for size and acceptability before delivery to site.
- C. Acceptability: Acceptability of material shall be determined by laboratory tests, visual inspection and/or service records as required by the Chief's representative. Service records shall include documentation to show the material has performed satisfactory on similar structures.
- D. Material Placement:
 - 1. The Contractor shall mark the areas for the placement of the rock 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 rock channel 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 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) tons (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 this work as specified above shall be made based on the contract unit price bid per ton for "**No. 3 and No. 4 Stone**".

3454 NO. 57 STONE

- A. Description: This work shall include the preparation, labor, equipment and materials for the placement of driveway topping of approx. one and one-half (1.5) inches thick on Salem Hollow access road, approx. forty (40) tons, approx. (20) tons at Johnson Run Road, and approx. eighty (80) tons of stone for repair of potholes as needed on Iron Point Road or as directed by the Chief's representative.
- B. Materials: The materials shall consist of sound and durable crushed limestone of the proper gradation for that size, meeting ODOT specifications. 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 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 representative shall inspect stone in quarry for size and acceptability before delivery to site.
- C. Acceptability: Acceptability of material shall be determined by laboratory tests, visual inspection and/or service records as required by the Chief's representative. Service records shall include documentation to show the material has performed satisfactory on similar structures.
- D. Material Placement:
1. 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.
 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.
 4. The material shall 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 shall not be paid for. Reduction of materials placed beyond tolerance limits shall be made on the basis of one and a half (1 ½) tons (3,000 pounds) per cubic yard for all material.
- E. Material Deductions: 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 a half (1 ½) ton per cubic yard of No. 57 Stone shall be used if necessary.
- F. Payment: Payment for this work as specified above shall be made based on the contract unit price bid per ton for "**No. 57 Stone.**"

4446 DEWATERING (PUMPING)

- A. Description: The work covered by this section shall consist of furnishing all labor, equipment and materials necessary to prevent/inhibit discharge into the working area. The contractor shall pump and/or direct the inflow around the construction area during the times of excavation and compaction. The Contractor shall provide a minimum pumping capacity necessary to ensure that excessive water does not enter the excavation and/or compaction areas. Additionally, the contractor may be required to excavate a small area up gradient of the proposed work area location to ensure pump effectiveness.
- B. Damages: The Contractor shall be responsible for all damages occurring from any of his activities associated with the dewatering operations and/or damages occurring from a sudden release or outburst of water from the pumps or removed barriers.
- C. Dewatering: Dewatering of the existing channels may be by any approved method. Prior to the **START** of a Contract, the Contractor shall submit a plan to the Chief's representative, which fully details the proposed dewatering program. This plan shall include the following:
1. Dewatering equipment
 2. Discharge rates
 3. Plan detailing placement of pumping equipment or locations and sizing of drainage ways
 4. Sediment/Erosion Controls necessary to prevent sediment discharges into Sunday Creek
- D. Payment: Payment for this item, which shall include pumping with limited excavation or excavation and reclamation of drainage ways shall be made at the contract lump sum price bid for "**Dewatering (Pumping)**".

4516 – POLYURETHANE FOAM FILL

- A. Description: This work shall consist of furnishing all labor, equipment, and materials necessary to construct the polyurethane foam (PUF) plugs according to

the Plans. Specific inclusions to this work are transporting PUF and associated materials to the site, constructing temporary form work, miscellaneous soil excavation, dewatering, PUF application, cleanup, safety precautions, and shaft marker construction.

- B. Materials: The PUF shall be a two part mixture consisting of one part isocyanate, (part A) to one part polyol resin, (part R). This mixture shall be 100% water-blown, i.e. no chlorofluorocarbons (CFC's) or hydrofluorocarbons (HFC's) are to be contained in the mix. Once the PUF has cured the density shall be no less than 2.5 pounds per cubic foot (pcf) and no greater than 3.0 pcf. Also the finished PUF shall have a closed cell structure of a minimum 92%, and a maximum water absorption of < 1% by volume.

PUF shall be supplied by Foam Concepts LLC or an approved equal supplier. To be an approved equal supplier, a materials data sheet must be submitted to the Chief for each component and the finished PUF product. Upon review the PUF supplier shall be approved or disapproved. The contractor shall submit a PUF supplier for approval prior to ordering the material and during the materials supplier submittal process.

Temporary backing/bottom shall consist of known materials that are inert and will not react with the foam. Such materials include but are not limited to dimensional lumber, plywood, geofabric, canvas or polystyrene tarpaulins.

- C. Execution: Once the entry and surrounding area are excavated for the PUF application all loose debris and soil shall be removed and the excavated area shall be dewatered if necessary.

Construct a temporary backing/bottom for the PUF, install any required ventilation pipes and begin applying the PUF.

The application of PUF may be performed with different methods. Acceptable methods include hand mixing, proportioning units, or pre-proportioned bag mixes. Two part PUF components may be transported to the site via bladders or large drums. ODNR reserves the right to inspect equipment to be used for PUF application. ODNR may request samples of PUF prior to or during the application process; no extra payment shall be made for samples requested. Samples shall be tested for density and proper composition. In the event that PUF samples taken during application do not meet the required specifications then applied PUF shall be removed until suitable PUF is reached. Corrective action shall be taken by the contractor to apply PUF that meets specifications. The following criteria shall be used when evaluating the PUF during application.

In addition to density testing the following parameters shall be monitored.

<u>Condition</u>	<u>Possible Cause</u>
A. Dark PUF Color <ul style="list-style-type: none">• Smooth and Glassy• Friable or Brittle PUF• Improper Density	A. Excess A Component
B. Light in Color to White <ul style="list-style-type: none">• Bad Cell Structure• Mottled Appearance• Blowholes or Pinholes	B. Excess R Component
C. Slow rise <ul style="list-style-type: none">• Poor Cell Structure• Frequent Equipment Clogging• Slow Curing	C. Bad Material

- Poor Physical Properties

PUF shall be applied in maximum 18” lifts, (expanded height). The next lift of PUF shall not be applied to a previous lift of PUF that has not fully risen and reached a tack-free state (approx. 20 min), to ensure the overall temperature of the PUF does not become excessive. No PUF application shall be allowed to cut into or otherwise penetrate an existing layer of applied PUF.

PUF shall be sheltered from precipitation. In the event that PUF is rained on/wetted during the application all affected layers of PUF shall be removed prior to proceeding with subsequent layers. In the event the contractor suspends work for more than three days once the PUF application has begun the contractor shall cover the PUF such that it is sheltered from sunlight and precipitation. Once the final lift of PUF has set up the contractor shall backfill a minimum of 24” of soil over the PUF within two working days.

The contractor shall follow the manufacturer’s recommendations regarding materials handling and storing, precautions to ensure all workers are safe during the application process, and cleanup in the event of a spill. In terms of fire suppression, the contractor shall have at minimum a 15-pound, class ABC, fire extinguisher on site during PUF application and transport. Safety data sheets for both PUF components shall be on site, in plain view, and readily available to any personnel.

All waste materials generated from the storage and transport of PUF materials shall be disposed of at a licensed landfill according to **Specification 2301 “Debris Removal Disposal”**. If **Specification 2301 “Debris Removal Disposal”** is not included in this Contract, this work shall be considered incidental to, and performed according to **Item 2100, “Mobilization/Access”**.

Where directed to do so on the Plan Set, construct a permanent shaft marker according the to the Plan Set.

- D. Method of Measurement: The volume of PUF shall be calculated by actual field measurements and verified by the theoretical expanded volume based on delivered quantities.
- E. Basis of Payment: Payment shall be made for the above-described work at the unit price bid for each cubic foot of expanded foam (CF-EXP) of **Item 4516, “Polyurethane Foam Fill.”**

6100 STANDARD REVEGETATION

- A. Description: This work covers 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 G of this Specification.

No vegetation shall be started until all grading has been completed in the area and the area has been reviewed and approved by the Chief’s representative. The Contractor shall be careful not to compact the final graded area. If the surface material becomes compacted, the Contractor shall mechanically loosen the surface to a depth of four (4) inches.

All 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.

- B. Application Rates: For bidding purposes, minimum quantities shall be specified for application rates 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, and 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. A copy of all laboratory data shall be made available to the Chief's representative.

No additional payment shall be made for acts of God, i.e. fire, flood, drought, etc.

- C. Schedules: Schedules shall indicate revegetation immediately after resoiling is complete and with plenty of time for good germination and growth during the appropriate season. Any erosion 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 Chief's representative.

D. Fertilizer:

1. 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.
2. The grade of the fertilizer shall be applied at the rate of (N-0 lbs., P-220 lbs., K-130 lbs.)/acre.

The Chief's representative reserves the right to collect samples after final grading/resoiling and to state new requirements based on that analysis.

The Contractor shall inform the Chief's representative, 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.

3. Fertilizer shall be applied to the entire area being reclaimed or all areas indicated on the Plans, including all borrow areas.
4. Verification shall be based on weight slips.

E. Seeding:

1. All seeding specified shall meet the current Specifications on file with the Ohio Department of Agriculture as to percentage purity, weed seed, and germination.

All seed proposed to be 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.

2. Hand raking shall be required in all areas where machines do not obtain the results desired by the Chief's representative.

Seeding and mulching shall be done within forty-eight (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.

The Contractor, at his discretion, may plant any time. He 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.

3. Seed Mixes

Standard Reclamation Mix

(To be used on all areas of disturbance, except for lawns.)

February 1 to May 1	August 16 to November 15
25 lbs./acre Spring Oats	50 lbs./acre Winter Wheat or Annual Rye
10 lbs./acre Orchard Grass	10 lbs./acre Orchard Grass
15 lbs./acre Perennial Rye Grass	15 lbs./acre Perennial Rye Grass
10 lbs./acre Timothy Grass	10 lbs./acre Timothy Grass

May 1 to August 15	November 16 to January 31
50 lbs./acre Annual Rye Grass	50 lbs./acre Winter Wheat or Annual Rye
5 lbs./acre Orchard Grass	10 lbs./acre Orchard Grass
15 lbs./acre Perennial Rye Grass	15 lbs./acre Perennial Rye Grass
10 lbs./acre Timothy Grass	10 lbs./acre Timothy Grass

4. The seed shall be incorporated into the soil not less than one-quarter (1/4) inch and not more than one-half (1/2) inch. To ensure good seed embedment into the soil, the Contractor shall be required to use a cultipacker on all seeded areas before mulching, unless otherwise instructed by the Chief's representative.
5. Final acceptance by the Division shall depend upon establishment of "Good" vegetative cover, as described in Paragraph H. below.
6. 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 Chief's representative at the time of request for payment.

F. Mulch:

1. The seeded areas shall be mulched within forty-eight (48) hours after sowing at a minimum rate of two (2) tons per acre.
2. Mulch shall be evenly distributed over the seeded areas with a mulch spreader or a mulch blower provided that the application rate is maintained.
3. Mulching material shall consist of **straw**. It shall be reasonably free of weed seed and foreign materials and subject to approval by the Division.
4. No separate payment shall be made for mulching required outside the limits of work shown on the Drawings or for areas disturbed as a result of equipment access.
5. 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.
6. Measurement shall be based on the minimum application rate per acre verified by weight slips.

G. 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.

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 Chief's representative 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 the approved Plans 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. All land having less than fifty (50) percent cover and judged "Poor" and deemed unacceptable shall be replanted by the Contractor. 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 Forfeiture 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 one hundred (100) feet long having one (1) foot graduation 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 should 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.

H. Measurement and Payment:

1. Measurement shall be based on the total acreage as established by the Chief's representative and as shown in the Plans. Quantities of fertilizer, seed and mulch shall be verified by weight tickets.
2. Payment for this work as specified above shall be made based on the contract unit price bid per acre for "**Standard Revegetation**".

6310 LIME

- A. Description: This work covers the equipment, material, and application of lime to all revegetation areas and is supplemental to **Specification 6100 "Standard Revegetation."**

This Specification also requires the use of additional Lime to be used as "Pre-Liming" on all spoil material for the purpose of pre-treating the existing ground prior to the placement of any material to be used for embankment, resoiling, or to be wasted in designated areas specified in the Plans. Any material to be used for the purpose of "Pre-Liming" will be established in the Plans through a Plan Note which will include location, quantity, and rate of application.

- B. Material: The 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.

For the purpose of estimating, it is assumed that 5 tons of lime will be required per acre for all areas to be revegetated and 20 tons per acre on all spoil areas. This requirement is based on preliminary soil testing during project design. The Chief reserves the right to collect samples after grading/resoiling and to state a new MIMIMUM rate based on that analysis.

- C. Execution: Lime shall be applied at a rate not to exceed 2.5 tons per acre per application. Each application requires that the lime be disked into the surface to a depth of four (4) inches.
- D. Method of Measurement: Lime shall be based on the minimum application rate as specified above, and verification shall be made with invoices indicating the number of tons delivered and placed.
- E. Basis of Payment: Payment for this work shall be made at the contract unit price bid per ton (TON) for **Item 6310 "Lime"**.

9420 OIL/GAS WELL ABANDONMENT

- A. Description: This work consists of all labor, materials and equipment necessary to remove approx. three thousand (3,000) lineal feet of existing two (2) inch gas/oil lines from the project site prior to beginning "**Clearing and Grubbing**" operations on the project site.
- B. Execution: The Contractor shall be responsible for the cutting, preparation of and disposal of existing SDR 11 oil/gas lines within the project limits. The existing lines currently lay on top the ground surface and shall be cut and removed between the existing oil tank and at the Northwest corner of the construction work limits unless otherwise directed by the Chief's representative.

The contractor shall gather, properly coil and secure/tie each individual line (to avoid entanglement of each individual lines) for future transportation and disposal of by a certified hazardous waste disposal company. The Contractor shall contract with a properly licensed hazardous/environmental waste removal/disposal company for

pickup and proper disposal of the lines. A possible hazardous waste removal company to utilize on the project is FeeCorp; 7995 Allen Rd. Canal Winchester, Ohio 43110; Contact Aaron Messerly (614-362-8249) or approved equal.

- C. Method of Measurement: The Contractor shall provide proof of pickup and disposal documentation from the disposal company to the Chief's representative indicating the date and length of pipe that was disposed of prior to payment being made.
- D. Payment: Payment for this item shall at the contract lump sum price bid for "**Oil/Gas Well Abandonment**".

9421 GAS LINE RELOCATION

- A. Description: This work consists of all labor, materials and equipment necessary to provide approx. one thousand (1,000) lineal feet of new gas/oil line for the oil well operator whose lines will be removed per the "**Oil/Gas Well Abandonment**" line item.
- B. Material: The oil/gas line shall be a two (2) inch SDR 11 polyethylene pipe suitable for the transmission of petroleum products. Prior to ordering of the pipe, the Contractor shall consult with the well owner (Brian Altier (740-621-1472) for confirmation of length, size and type of pipe desired. If there are any deviations in these from this specification the Contractor shall consult with the Chief's representative prior to ordering.
- C. Execution: The Contractor shall also be responsible to contact and coordinate with the gas line owner the delivery of the new piping to the site or agreed upon location. If the line is delivered to another location other than the project site, then proof of delivery (via receipt, photos, etc.) shall be provided to the Chief's representative.

The gas line owner shall be responsible for the reconnecting of the new gas line including all other materials and fittings necessary to perform the work.

- D. Payment: Payment for this item shall at the contract unit price bid per linear foot for "**Gas Line Relocation.**"

9931 MISCELLANEOUS

- A. Description: This work shall include all labor, materials, and equipment necessary to install a mine shaft marker on the Salem Hollow shaft.
- B. Materials: The pipe shall be solid PVC pipe of the size indicated on the drawings and shall meet the AASHTO D 3034 & F 477 specification.

Concrete shall have a twenty-eight (28) day compressive strength of four thousand (4,000) psi or greater.

Rebar shall be a #4 (1/2" diameter) metal reinforcing steel rod of length indicated within the drawings and as approved by the Chief's representative.

The brass mine shaft marker cap shall be provided to the Contractor by ODNR upon request.

- C. Installation: All specifications and restrictions as indicated by "**Concrete**" shall be followed when installing concrete for the mine shaft markers. Vibration or rodding of the concrete may be required by the Chief's representative to ensure no voids are present in the concrete.

1. Materials: The concrete shall be an ODOT QCQA1 (e.g. 4,000 psi mix) concrete. All materials used in the concrete shall conform to the applicable requirements of ODOT Item 499, “Concrete – General”.
2. Installation: All excavation necessary to install the concrete pad shall be incidental to “Earthwork”.

The Chief will be notified at least twenty-four hours in advance of placing concrete.

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.

The nominal slump shall range between one (1) to four (4) inches, not to exceed five (5) inches unless otherwise directed by the Chief’s representative. Concrete shall contain ± 2 percent of entrained air.

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

Failure of the concrete to meet the requirements listed herein shall result in its replacement at the Contractor's cost.

3. 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 PVC pipe shall have four (4) separate one (1) inch holes drilled in equally spaced to allow for concrete to infiltrate the shaft marker more easily. The PVC pipe shall be centered within both the backfill location and within the concrete and plumb on two (2) axes upon completion of installation.

Two (2) holes of sufficient diameter shall be drilled in the pipe at a depth equal to half of the depth of the mine shaft marker eight (inch) wide excavation. The holes shall be of a large enough diameter to accept the #4 rebar without allowing to be displaced during placement of either the pipe or surrounding concrete.

- D. Payment: Payment for the above work shall be made at the contract lump sum price bid for “Miscellaneous”.

9991 SURVEYING

- A. Description: This work consists of furnishing, placing, and maintaining construction layout stakes necessary for the proper execution of the work under the contract and removing all stakes at the completion of the project. Portions of this specification are excerpts from ODOT Item 623 “Construction Layout Stakes”, which may be referenced for more details. However, this Specification (9991 “Surveying”) will have precedence over the ODOT specification.
- B. General: The contractor will establish Project Control Points for the layout of the project. These control points shall be utilized by the Contractor’s surveyor to aid in the layout of the project. Prior to construction, the ODNR will re-locate the control points if necessary. The contractor’s surveyor will annotate these control points on the as-build drawings.

The Contractor shall furnish field forces and set all additional stakes for the Project, including but not limited to: Project Baseline, offset stakes, slope stakes, pavement, curb line and grade, line and grade of any drainage conduit or drainage

structures, retaining walls, or any other items that the Chief or Contractor feels necessary to complete the project as planned.

The Contractor is responsible for having the finished work conform to the lines, grades, elevations, and dimensions shown on the plans. Any inspection or checking of the Contractor's layout by the Chief and the acceptance of all or any part of it does not relieve the Contractor of the responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and benchmarks, and reset them at no additional cost to the ODNR when destroyed, lost, displaced, or removed.

The Contractor shall hire or have on staff, a Licensed Professional Surveyor, who is registered with the State Board of Engineers and Surveyors in the State of Ohio to perform/oversee all survey related work. The Contractor shall use competent personnel and suitable equipment for the layout work required to complete the Project.

The removal of any surveying item (i.e. layout stakes) at the completion of the Work is a final cleanup item that is required as a condition of **Item 2100 "Mobilization/Access"**.

Construction drawings and/or plans produced by the ODNR for the purpose of bidding and awarding contracts for construction, does not constitute a Boundary Survey per Ohio Administrative Code 4733-37, Minimum Standards for Boundary Surveys. All property lines shown on the construction drawing and/or plans are subject to errors and omissions.

- C. Basis for Payment: Payment for this work shall include (unless stated elsewhere) all material, labor, and equipment necessary to perform the work stated above. Payment for this item shall be made at the contract unit price bid per lump sum (LS) for **Item 9991, "Surveying"**.

APPENDIX 1

"General Decision Number: OH20240001 09/06/2024

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

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 08/29/2022

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

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

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

ELEC0245-003 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 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

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.....	\$ 42.50	55%+13.88

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.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 42.55	5.25%+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 05/29/2023

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.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

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); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Guniting 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 05/01/2023

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09

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 McConnelsville 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.

=====

END OF GENERAL DECISION"

**SALT LICK VERTICAL
OPENINGS
PR-SI-38**

**STORM WATER POLLUTION
PREVENTION PLAN**



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

Prepared by:

Kris Gillespie

TABLE OF CONTENTS

	SIGNATURE PAGE FOR THE SWPPP	1
I.	STORM WATER POLLUTION PREVENTION PLAN OPERATOR	1
	ADDENDUM SIGNATURE PAGE FOR THE SWPPP	2
II.	SITE DESCRIPTION	3
III.	SITE MAP SHOWING	5
IV.	SEDIMENT AND EROSION CONTROLS	5
	NON-STRUCTURAL PRESERVATION METHODS	5
	EROSION CONTROL PRACTICES	6
	RUN-OFF CONTROL PRACTICES	7
	SEDIMENT CONTROL PRACTICES	7
V.	POST-CONSTRUCTION STORM WATER MANAGEMENT	11
VI.	SURFACE WATER PROTECTION	11
VII.	OTHER CONTROLS	11
VIII.	MAINTENANCE	13
IX.	INSPECTION AND ENFORCEMENT	14
	APPENDIX	

SIGNATURE PAGE FOR THE SWPPP
for

SALT LICK VERTICAL OPENINGS

Project Number: PR-SI-38

Permittee Certification and Signature:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Executive Officer Signature: _____ Date: _____

Name (Print): Ron Warner Title: Project Engineer

DMRM Facility Contact:

Signature: _____ Date: _____

Name (Print): Cathy Hoobler Title: Project Inspector

Contractor Certification and Signature:

I acknowledge that I have reviewed and understand the conditions of the Storm Water Pollution Prevention Plan and accept responsibility for plan implementation in accordance with the **SALT LICK VERTICAL OPENINGS** project contract.

Contractor Company Name: _____

Signature of Responsible Person: _____

Name (Print): _____ Title: _____

Date: _____

I. Storm Water Pollution Prevention Plan Operator:

Contractor: Operator with Day-to-Day Operational Control:

Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

**ADDENDUM SIGNATURE PAGE FOR THE SWPPP
for**

**SALT LICK VERTICAL OPENINGS
RECLAMATION PROJECT NUMBER: PR-SI-38**

Sub-Contractor Certification and Signature:

I acknowledge that I have been informed and understand my role as it relates to the conditions of the Storm Water Pollution Prevention Plan and accept responsibility for plan implementation in accordance with the **SALT LICK VERTICAL OPENINGS** project contract."

Sub-Contractor Company Name: _____

Signature of Responsible Person: _____

Name (Print): _____ Title: _____

Date: _____

Sub-Contractor's responsibility as it relates to the Storm Water Pollution Prevention

Plan: _____

Contractor Certification and Signature:

I acknowledge that I have informed the above referenced sub-contractor their role as it relates to the conditions of the Storm Water Pollution Prevention Plan in accordance with the **SALT LICK VERTICAL OPENINGS** project contract."

Signature of Primary Contractor: _____

Name (Print): _____ Date: _____

II. Site Description:

1. Purpose and type of construction activity (e.g., highwall backfill, AMD abatement, mine closure/seal, etc):

Construction will include multiple activities to remedy past mining operations. The hazardous vertical openings also serve as stream captures. They will be backfilled with rock and with material on site. The highwall located adjacent to Iron Point Road will also be backfilled with material on site. Prefabricated Block Rock channels will be installed to accept flow from existing drainage. The site will be seeded and mulched.

2. Total acreage of the project site and total acreage expected to be disturbed.

Total Area: 3.5 Acres Area Disturbed: 3.5 Acres

3. Runoff coefficient for both the pre-construction and post-construction site conditions:

Pre-Construction: 0.25 Post Construction (Vegetation established): 0.25

4. Estimate of the impervious area and percent imperviousness created by construction activity:

*Impervious area: 0 acres
Percent Impervious: 0 %*

5. Name and location of the receiving stream or surface water(s), and a description of wetlands or other special aquatic sites at or near the construction site that will be disturbed, or which will receive discharges from disturbed areas of the project:

*Receiving surface water: Unnamed tributary
Wetlands/special aquatic sites:*

6. Data describing the soil (from soil survey), and if available, observations of the quality of any discharge from the site:

*Mel1AF – Melvin silt loam, 0 to 2 percent slopes, frequently flooded
GwE – Guernsey-Westmoreland silt loams, 25 to 40 percent slopes*

7. Description of pre-construction land uses at the site:

Wayne National Forest. Public Land used for hiking and hunting and oil wells

8. Implementation schedule describing the sequence of construction activities (e.g., sediment controls, grubbing, backfilling, etc.):

1. Mobilize.
2. Locate Utilities.
3. Install construction entrance stone and erosion control.
4. Perform Debris Removal and Disposal.
5. Clear and Grub Site of trees and stumps and stack or windrow them.
6. Plug the vertical openings according to the plans and specifications
7. Perform earthwork required to backfill the highwalls.
8. Install Flex-a-mat channels.
9. Install silt fence adjacent to channels.
10. Demobilize.

9. Description of the steps taken to minimize off-site tracking of sediment from project entrances:

The construction entrance will be lined with stone to reduce the amount of sediment tracked from the project site. All of the earthwork will remain onsite.

III. Site map showing (see attached map(s) to address items below):

1. Limits of earth-disturbing activity of the site including associated off-site borrow or spoil areas that are not addressed by a separate NOI and associated SWP3.
2. Soil types for all areas of the site, including locations of unstable or highly erodible soils.
3. Existing and proposed contours with a clear delineation of drainage watersheds expected before and after major grading activities as well as the size of each drainage watershed in acres.
4. Surface water locations including: Springs, wetlands, streams, lakes, water wells, etc., on or within 200 feet of the site, including the boundaries of wetlands or stream channels and first subsequent named receiving water(s) the permittee intends to fill or relocate for which the permittee is seeking approval from the Army Corps of Engineers and/or Ohio EPA.
5. Existing and planned locations of buildings, roads, parking facilities and utilities.
6. The location of all erosion and sediment control practices (silt fence, straw bale dikes, straw wattles, including the location of areas likely to require temporary stabilization, etc.).
7. The location of all sedimentation structures and storm water management basins and also the inclusion of the sediment settling volume and contributing drainage area.
8. Areas designated for storage of vehicle fuels (including diesel fuel storage tanks), and area for cement truck washout.
9. The location of designated construction entrances where the vehicles will access the construction site.
10. The location of any in-stream activities including stream crossings.

IV. Sediment and Erosion Controls:

Non-Structural Preservation Methods:

1. Explain how the SWP3 will make use of practices which preserve the existing natural condition as much as feasible (e.g., preserving riparian areas adjacent to surface waters, preserving existing vegetation or vegetation strips, etc.):

Straw Bale Dikes will be installed to collect sediment, and a vegetative barrier will be left in place. A rock channel will be installed to divert and dissipate water velocity from rain events and natural flow.

2. Construction activities will be phased in the following manner to minimize the amount of land disturbance at one time.

N/A

3. Will any portions of the project site be left undisturbed? If so, please explain.

N/A. Areas outside of the work limits is Wayne National Forest and will not be disturbed.

Erosion Control Practices:

Temporary Stabilization:

1. The following temporary erosion control practices will be utilized when a disturbed area **within** 50 feet of a stream will remain dormant for over 14 days (temporary erosion controls must be applied within 2 days of the most recent disturbance):

N/A

2. The following temporary erosion control practices will be utilized when a disturbed area **over** 50 feet away from a stream remains dormant for over 14 days (temporary erosion controls must be applied within 2 days of the most recent disturbance):

Prefabricated Block Channel Lining, Silt Fence, Straw Bale Dikes

3. The following temporary erosion control practices will be applied when disturbed areas are left idle during winter shutdown:

Silt Fence, Straw Bale Dikes

Permanent Stabilization:

1. The following permanent erosion control practices will be applied when a disturbed area **within** 50 feet of a stream has reached final grade (erosion controls must be applied within 2 days of reaching final grade):

Prefabricated Rock Channel Lining will be the only item within 50 feet of a stream.

2. The following permanent erosion control practices that will be applied when a disturbed area will remain dormant for over 1-year, and is at final grade (erosion controls must be applied within 7 days of the most recent disturbance):

Establish vegetation, Prefabricated Rock Channel Lining

Run-off Control Practices:

1. The SWP3 will incorporate the following measures to reduce flow rates (e.g., riprap ditches, check dams, etc.):

Currently the water runs into the vertical openings and into the mines, during and post construction, Prefabricated Block Channel Lining, Silt Fence, Straw Bale Dikes will be utilized.

2. The SWP3 will incorporate the following measures to divert concentrated flows (e.g., slope drains, diversion ditches, etc.):

Prefabricated Block Channel Lining, Silt Fence, Straw Bale Dikes

Sediment Control Practices:

1. The following practices shall be utilized to control erosion and trap sediment from a site remaining disturbed for more than 14 days (e.g., sediment ponds, silt fence, straw wattles, earthen dikes/channels, etc.):

Prefabricated Block Channel Lining, Silt Fence, Straw Bale Dikes

2. The following control structures will be installed/implemented within 7-days of grubbing activities:

Straw Bale Dikes

1. Does the project include sediment basins or sediment traps? If so, please provide the following:

- a. (≥ 67 cy of dewatering volume/acre total drainage area)
(≥ 37 cy of sediment storage/disturbed acre drainage area)

N/A

b. Maximum depth of pond ($\leq 5'$):

N/A

c. Length to width ratio ($\geq 2:1$ length to width):

N/A

d. Accumulated sediment clean-out schedule:

N/A

e. Inslope/outslope ratio ($\geq 5:1$ horizontal to vertical for total):

N/A

- f. Surface outlet (Trap: spillway elevation & material, Basin: skimmer orifice size or explain why it is infeasible to use a skimmer):

N/A

- g. Drain time for sediment basins (48 hour minimum):

N/A

Silt Fence & Other Diversions (also see detailed drawings):

1. If silt fence will be utilized, the following relationship between maximum drainage area to silt fence for a particular slope range will be maintained:

Maximum drainage area to silt fence for a particular slope range

Maximum drainage area (in acres) to 100 linear feet of silt fence	Range of slope for a particular drainage area (in percent)
0.5	<2%
0.25	≥ 2% but < 20%
0.125	≥ 20% but <50%

Silt fence maximum slope length based on drainage area slope

Slope		Slope Length (ft)
0% - 2%	Flatter than 50:1	250
2% - 10%	50:1 - 10:1	125
10% - 20%	10:1 – 5:1	100
20% - 33%	5:1 – 3:1	75
33% - 50%	3:1 – 2:1	50
>50%	>2:1	25

2% - 10%
20%-33%

2. If straw wattles (Filter Socks) will be utilized, the following relationship between maximum drainage area to straw wattle for a particular slope range will be maintained (if possible):

Straw Wattles maximum slope length above and recommended diameter

Slope	Ratio (H:V)	8"	12"	18"	24"
0% - 2%	Flatter than 50:1	125	250	300	350
2% - 10%	50:1 – 10:1	100	125	200	250
10% - 20%	10:1 – 5:1	75	100	150	200
20% - 33%	5:1 – 2:1		50	75	100
>50%	>2:1		25	50	75

N/A

Inlet Protection:

- 1. If there is an inlet proposed on the site or existing within the drainage path of the project inlet protection must be utilized. If inlet protection is being used what type will be used (silt fence, filter media bag, insert, etc.):

N/A

Surface Waters of the State Protection (Stream Protection):

- 1. If construction activities disturb areas adjacent to any stream, the following structural practices shall be designed to protect all adjacent streams (50' setback is recommended):

Straw Bales Dikes, Silt Fence, vegetative barriers

- 2. For proposed crossings, the following measures will be taken to minimize stream disturbance.

N/A

Modifying Controls:

- 1. If periodic inspection or other information indicates a control has been used inappropriately or incorrectly:

Weekly Stormwater Inspections will be implemented.

V. Post-Construction Storm Water Management:

Ohio Department of Natural Resources is exempt from this standard per Part III.G.2.e of the EPA permit No.: OHC000005.

VI. Surface Water Protection:

- 1. If the project site contains any streams, rivers, lakes, wetlands, or other surface waters, certain construction activities at the site may be regulated under CWA and/or state isolated wetland permit requirements. Does the site require this? If so state the reason, list permits obtained, and explain features used to protect surface water:

N/A

VII. Other Controls:

Non-Sediment Pollution Controls:

Handling of Toxic or Hazardous Materials:

1. Toxic or hazardous waste will be handled and disposed of in the following manner:

N/A

Waste Disposal:

1. Containers to be utilized for disposal of debris, trash, hazardous waste or petroleum products will be managed as follows:

Dump Trucks

Construction & Demolition Debris:

1. Construction & demolition debris (C&DD) waste will be handled in the following manner:

Dump Trucks

Construction Chemical Compounds:

1. Areas that have been designated for mixing or storage of compounds such as fertilizers, lime or concrete have been designated on the site map. Indicate how these storage areas will be located so as not to contaminate watercourses, drainage ditches, field drains or other storm water areas.

N/A

Equipment Fueling & Maintenance:

1. Areas used for fueling/fuel storage or performing vehicle maintenance shall be designated on the site map. Indicate how these areas have been located away from watercourses, drainage ditches, field drains, or other storm water drainage areas.

N/A

Waste Water from Construction Activities:

1. Wastewater from the washout and cleanout of concrete, stucco, paint, form release oils, curing compounds, and other construction materials shall be handled in the following manner:

N/A

Construction Materials and Byproducts:

1. The exposure to precipitation and to storm water of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site shall be minimized in the following manner:

N/A

Contaminated Soils:

1. All contaminated soils will be handled in the following manner: *All contaminated soils MUST be treated and/or disposed of in Ohio EPA approved solid waste management facilities or hazardous waste treatment, storage or disposal facilities (TSDF's).*

The Ohio Department of Natural Resources – Division of Mineral Resources Management typically has a separate contract issued to deal with any such issue. The area would be contained until it could be handled appropriately.

Spill Reporting Requirements:

1. A small release (< 25 gallons) of petroleum waste shall be handled in the following manner:

Spills shall be contained and prevented from entering the watercourses, drainage ditches, field drains or storm water areas. All contaminated soils shall be excavated and disposed of at a licensed sanitary landfill.

2. A larger release (≥ 25 gallons) of petroleum waste shall be handled in the following manner:

Spills shall be contained and prevented from entering the watercourses, drainage ditches, field drains or storm water areas. Spills of 25 gallons or more shall be reported to the Ohio EPA, the local fire department, and the local emergency planning committee within 30 min. of the discovery of the release. Spills shall be appropriately removed from the site and disposed of at an Ohio EPA approved waste facility.

Ohio EPA 1-800-282-9378

3. The following spill prevention control and countermeasures (SPCC) plan for sites with one above ground storage tank (AST) of 660 gallons or more, OR total above ground tank storage of 1330 gallons shall be addressed as follows:

If the Contractor's fuel storage falls within the above requirements, the Contractor shall provide an SPCC plan prior to placing fuel in the storage tank that addresses the rule changes that went into effect August 18, 2006.

Dewatering:

1. Discharges from dewatering activities, including discharges from dewatering of trenches, impoundments, and excavations, are prohibited unless managed by appropriate controls. The control methods used to control and/or treat these discharges are as follows:

Discharges from dewatering activities shall be controlled via the following methods. All discharges shall utilize a rock splash pad to minimize erosion. Periodic water quality testing shall be performed to ensure the quality of the discharge. Water shall be taken from the surface of impoundments to minimize the creation and transport of sediment from the impoundment.

Pollution Prevention Measures:

1. Other pollution prevention measures designed that must be installed, implemented and maintained to minimize the discharge of pollutants are as follows (vehicle wash waters, wash water treatment, minimizing site materials to precipitation, etc.):

N/A

VIII. MAINTENANCE

1. Provide a description of maintenance procedures needed to ensure the continued performance of control practices:

Weekly Stormwater Inspections until vegetation is established.

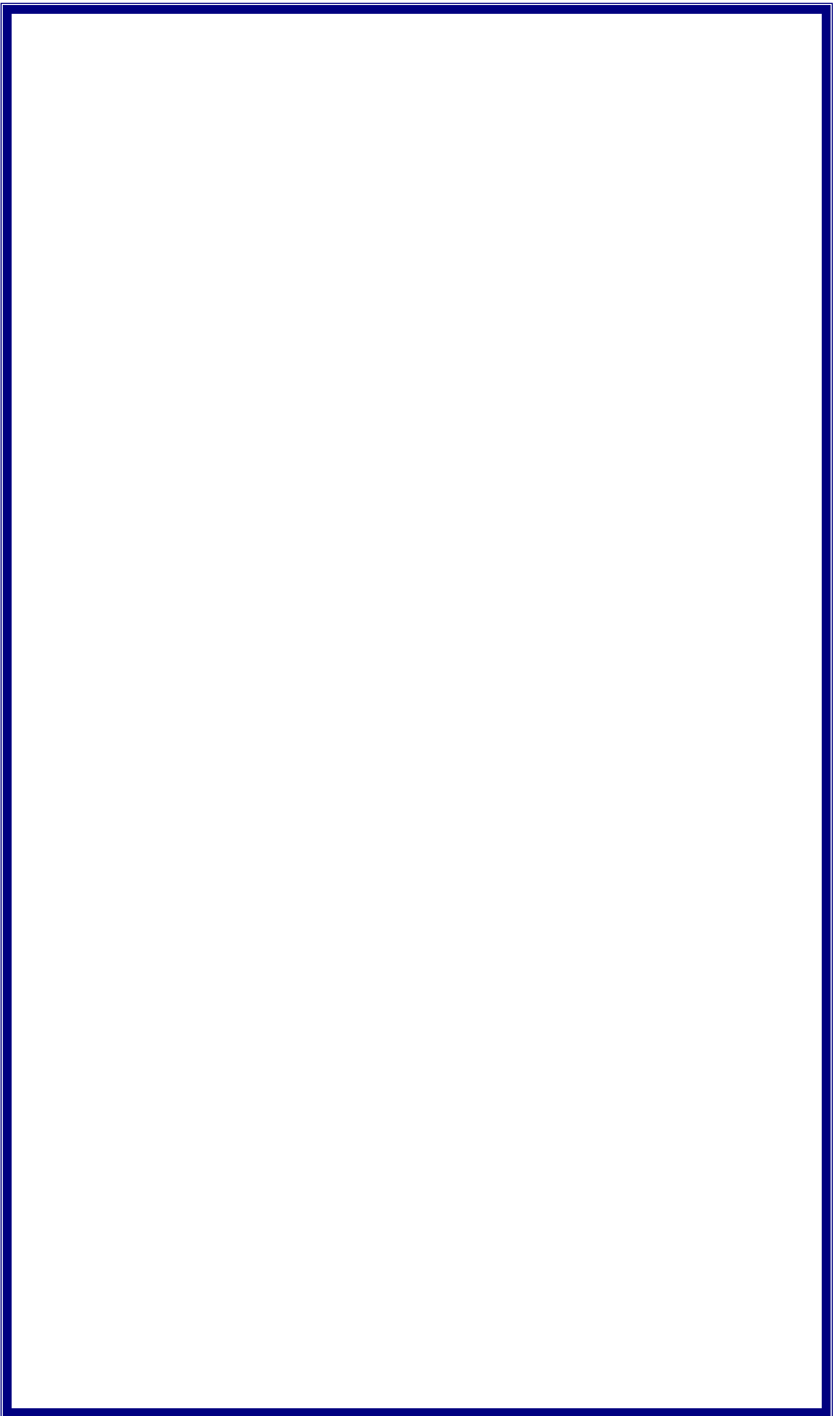
IX. INSPECTION AND ENFORCEMENT

Inspection of Controls:

1. The **ODNR Project Officer/Inspector** shall conduct inspections to ensure that the control practices are functional and to evaluate whether the SWP3 is adequate and properly implemented. Sediment and erosion control measures identified in the SWP3 must be inspected to ensure that they are operating correctly and as designed. Inspections must be conducted at least once every seven (7) calendar days. Inspection shall also be conducted after any storm event greater than 0.5 inches of rain per twenty-four (24) hour period by end of next calendar day, excluding weekends and holidays unless work is scheduled. **(The Contractor shall be required to maintain a rain gauge onsite and shall record all rainfall events).** Documentation shall be provided to the Chief upon request. This inspection frequency is required until the NOT is submitted.
2. The ODNR shall maintain written documentation for ALL inspections conducted to satisfy the requirements of the SWP3. The Project Officer/Inspector shall utilize the inspection report form provided in appendix of this document. Copies of the inspection report shall be provided to the Contractor, who shall maintain them onsite. Furthermore, the Project Officer/Inspector shall maintain a copy of the inspection report within the ODNR project file.

Enforcement:

1. The Chief shall take appropriate steps, as provided for in the general conditions, which include, but are not limited to, assessment of liquidated damages to enforce the requirements of the SWP3 document. At his discretion, the Chief shall require the removal of off-site sediment by the Contractor if such sediment resulted from the Contractor's negligence to place and maintain sediment control structures in accordance with the Plans and Specifications.



APPENDICES

EXISTING SOILS MAP _____ APPENDIX A

SAMPLE INSPECTION FORMS _____ APPENDIX B

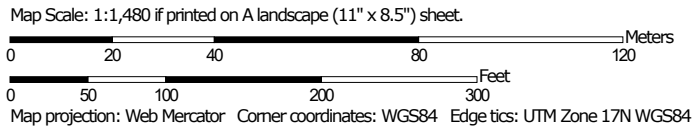
OHIO EPA PERMIT No.: OHC000006 _____ APPENDIX C

APPENDIX A
EXISTING SOILS MAP

Soil Map—Perry County, Ohio
(salt lick shape)




Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Perry County, Ohio

Survey Area Data: Version 21, Aug 28, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 21, 2023—Aug 19, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
GwE	Guernsey-Westmoreland silt loams, 25 to 40 percent slopes	1.2	32.4%
Mel1AF	Melvin silt loam, 0 to 2 percent slopes, frequently flooded	2.5	67.6%
Totals for Area of Interest		3.6	100.0%

APPENDIX B
SAMPLE INSPECTION FORMS



ODNR - DIVISION OF MINERAL RESOURCES MANAGEMENT STORM WATER POLLUTION PREVENTION PLAN INSPECTION REPORT

Project Name and Number:

Inspection Date:

Previous Inspection Date:

Contractor Name:

Inspector name:

This inspection is: a 7 day inspection the result of a storm event that measured greater than 0.5" of rain within a 24 hour period

Storm Events Since Previous Inspection

Storm Event Date(s)	Beginning Storm Event Time	Storm Event Duration	Precipitation Amount	Evidence of Discharge Y/N
---------------------	----------------------------	----------------------	----------------------	---------------------------

Weather Information at the Time of Inspection

Temperature: Climate (Sunny, Cloudy, Rain . . ?)

Storm Water Being Discharged?

Storm event(s) information source / Weather notes / Description of any discharges occurring at time of inspection:

Best Management Practice Checklist

Construction Entrances:

	Yes	No	N/A
Have entrance(s) been constructed per plans?			
If a drive is placed on a slope, has a diversion berm been constructed across the drive to divert runoff away from the street or water resources?			
If a drive is placed across a ditch, was a culvert pipe used to allow runoff to flow under the drive?			
Are streets swept as often as necessary to keep them clean and free from sediment?			
Are repairs or maintenance required?			

Required corrective action(s) / Notes:

Sediment Settling Ponds:

	Yes	No	N/A
Are concentrated flow of runoff directed to a sediment pond?			
Have pond embankments and associated downgrade areas been stabilized?			
Has sediment settling pond(s) accumulated sediment to the elevation of the top of the sediment storage zone?			
Is sediment settling pond and its skimmer or other dewatering device functioning appropriately as intended per the plan?			

Required corrective action(s) / Notes:

Temporary Stabilization:

	Yes	No	N/A
Are there any disturbed areas within 50 feet of a surface water of the state, not at final grade, and will remain idle for more than 14 days? (Corrective action: Erosion controls must be applied within 2 days of the most recent disturbance.)			
Are there any disturbed areas that will be dormant for more than 14 days but less than 1 year, and not within 50 feet of a surface water of the state? (Corrective action: Areas must be stabilized within 7 days of the most recent disturbance.)			
Have all disturbed areas that will be idle over winter been stabilized prior to onset of winter weather?			
Have disturbed areas outside the silt fence been seeded or mulched?			
Have soil stockpiles that will sit idle for over 14 days been stabilized?			
Has seed and mulch been applied at the proper rate?			

Required corrective action(s) / Notes:

Silt Fence and/or Straw Wattles:

	Yes	No	N/A
Is the fence/wattle adequately embedded into the ground?			
Is the fence/wattle in adequate condition?			
Is the fence pulled tight so it won't sag when water builds up behind it?			
Are the ends brought up-slope of the rest of the fence/wattle so as to prevent runoff from going around the ends?			
Is the fence/wattle placed on a level contour to prevent it acting as a diversion?			
Is the fence/wattle controlling an appropriate drainage area? Refer to SWPPP, Part G.2.d.iii of OEPA Construction Permit or the Rainwater and Land Development manual.			

Required corrective action(s) / Notes:

Permanent Stabilization:

	Yes	No	N/A
Are there any areas of the site that will remain dormant for over 1 year? (Corrective action: Erosion controls must be applied within 7 days of the most recent disturbance.)			
Are there any areas of the site located within 50 feet of a surface water of the state and at final grade? (Corrective action: Erosion controls must be applied within 2 days of reaching final grade.)			
Are there any areas of the site that are at final grade? (Corrective action: Erosion controls must be applied within 7 days of reaching final grade within that area.)			
Has the soil been properly prepared to accept permanent seeding?			
Has seed and mulch been applied at the appropriate rate?			
Has matting, rip-rap, and/or rock check dams been applied to stabilize channel bottom(s)?			
Has rock rip-rap been placed under all storm water outfall pipes to prevent scouring?			
For sites with steep slopes or fill areas, is runoff from the top of the site conveyed to the bottom of the slope or fill area in a controlled manner so as not to cause erosion?			

Required corrective action(s) / Notes:

Other Sediment Controls:

	Yes	No	N/A
Are all structures such as sumps, diversions, check dams, etc. installed and maintained?			
If an area of the site is being dewatered, is it directed to an approved sediment settling structure or filter bag?			
Have sediment basins and perimeter sediment barriers been implemented prior to grading and within seven days from the start of grubbing?			

Required corrective action(s) / Notes:

Inlet Protection:

	Yes	No	N/A
Has inlet protection been installed on all yard drains and curb drains as required per the plan?			
Is inlet protection functioning appropriately as intended per the plan?			
Is accumulated sediment removed on a regular basis?			

Required corrective action(s) / Notes:

Non-Sediment Pollution Control:

	Yes	No	N/A
Has an area been designated for washing out concrete away from watercourses, ditches or drains.			
Is waste and packaging disposed of properly? Do not burn them on site.			
Are hazardous materials stored within a diked area or trailer, away from watercourses, ditches or storm drains?			
Are stockpiles of soil or other materials stored away from any watercourse, ditch or storm drain?			
Have stream crossings been constructed entirely of non-erodible material?			
Are wastes, contaminated soils and construction and demolition debris being addressed according to requirements of the plan?			

Required corrective action(s) / Notes:

Performance:

	Yes	No	N/A
Has seed or mulch blown or washed away?			
Have erosion rills developed on a previously stabilized area?			
Has all sediment been contained on site since the last inspection?			
Are all best-management practices (BMP) in place to contain sediment on site?			

Required corrective action(s) / Notes:

I certify that the project: is is not in compliance with the storm water pollution prevention plan.

BY (ODNR Inspector): _____

Date: _____

RECEIVED BY
(Contractor's Representative): _____

Date: _____

(ODNR AML Manager): _____

Date: _____

APPENDIX C

OHIO EPA PERMIT No.: OHC000006

I certify this to be a true and accurate copy of the official documents as filed in the records of the Ohio Environmental Protection Agency.

By:  Date: 04/11/2023

Effective Date: April 23, 2023
Expiration Date: April 22, 2028

OHIO ENVIRONMENTAL PROTECTION AGENCY

GENERAL PERMIT AUTHORIZATION FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et. seq. hereafter referred to as "the Act") and the Ohio Water Pollution Control Act [Ohio Revised Code ("ORC") Chapter 6111], dischargers of stormwater from sites where construction activity is being conducted, as defined in Part I.B of this permit, are authorized by the Ohio Environmental Protection Agency, hereafter referred to as "Ohio EPA," to discharge from the outfalls at the sites and to the receiving surface waters of the state identified in their Notice of Intent ("NOI") application form on file with Ohio EPA in accordance with the conditions specified in Parts I through VII of this permit.

It has been determined that a lowering of water quality of various waters of the state associated with granting coverage under this permit is necessary to accommodate important social and economic development in the state of Ohio. In accordance with OAC 3745-1-05, this decision was reached only after examining a series of technical alternatives, reviewing social and economic issues related to the degradation, and considering all public and intergovernmental comments received concerning the proposal.

This permit is conditioned upon payment of applicable fees, submittal of a complete NOI application form, development (and submittal, if applicable) of a complete Stormwater Pollution Prevention Plan (SWP3) and written approval of coverage from the director of Ohio EPA in accordance with Ohio Administrative Code ("OAC") Rule 3745-38-02.

E-SIGNED by Anne Vogel
on 2023-04-11 19:00:28 GMT

2023-04-11 19:00:28 UTC

Anne M. Vogel
Director

TABLE OF CONTENTS

PART I. COVERAGE UNDER THIS PERMIT	3
A. Permit Area	3
B. Eligibility	3
C. Requiring an individual NPDES permit or an alternative NPDES general permit.....	5
D. Permit requirements when portions of a site are sold	6
E. Authorization	6
F. Notice of Intent Requirements.....	7
PART II. NON-NUMERIC EFFLUENT LIMITATIONS.....	8
A. Erosion and Sediment Controls.	8
B. Soil Stabilization.....	9
C. Dewatering.....	9
D. Pollution Prevention Measures.	10
E. Prohibited Discharges.....	10
F. Surface Outlets	10
G. Post-Construction Stormwater Management Controls.	10
PART III. STORMWATER POLLUTION PREVENTION PLAN (SWP3)	10
A. Stormwater Pollution Prevention Plans.....	10
B. Timing.....	11
C. SWP3 Signature and Review.....	11
D. Amendments.....	12
E. Duty to inform contractors and subcontractors.....	13
F. Total Maximum Daily Load (TMDL) allocations.....	13
G. SWP3 Requirements.....	13
PART IV. NOTICE OF TERMINATION REQUIREMENTS	32
A. Failure to notify.	32
B. When to submit an NOT.....	33
C. How to submit an NOT.....	33
PART V. STANDARD PERMIT CONDITIONS.....	34
A. Duty to comply.	34
B. Continuation of an expired general permit.	34
C. Need to halt or reduce activity not a defense.....	34
D. Duty to mitigate.	34
E. Duty to provide information.	34
F. Other information.	34
G. Signatory requirements	34
H. Certification.....	36
I. Oil and hazardous substance liability.....	36
J. Property rights.....	36
K. Severability.	36
L. Transfers.....	36
M. Environmental laws.....	36
N. Proper operation and maintenance.....	37
O. Inspection and entry.....	37
P. Duty to Reapply.	37
Q. Permit Actions.....	37
R. Bypass.....	37
S. Upset.....	37
T. Monitoring and Records.....	38
U. Reporting Requirements.	38
V. General Effluent Limitation.....	38
PART VI. REOPENER CLAUSE.....	38
PART VII. DEFINITIONS	38
APPENDICES	44
Appendix A. Big Darby Creek Watershed	44
Appendix B. Olentangy River Watershed.....	55

PART I. COVERAGE UNDER THIS PERMIT

A. Permit Area.

This permit covers the entire State of Ohio. Appendices A and B of this permit contain additional watershed specific requirements for construction activities located partially or fully within the Big Darby Creek Watershed and portions of the Olentangy River Watershed.

B. Eligibility.

1. Construction activities covered. Except for stormwater discharges identified under Part I.B.2, this permit may cover all new and existing discharges composed entirely of stormwater discharges associated with construction activity that enter surface waters of the state or a storm drain leading to surface waters of the state.

For the purposes of this permit, construction activities include any clearing, grading, excavating, grubbing and/or filling activities that disturb one or more acres. Discharges from trench dewatering are also covered by this permit as long as the dewatering activity is carried out in accordance with the practices outlined in Part III.G.2.g.iv of this permit.

Construction activities disturbing one or more acres of total land or will disturb less than one acre of land but are part of a larger common plan of development or sale that will ultimately disturb one or more acres of land are eligible for coverage under this permit. The threshold acreage includes the entire area disturbed in the larger common plan of development or sale.

This permit also authorizes stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided:

- a. The support activity is directly related to a construction site that is required to have NPDES permit coverage for discharges of stormwater associated with construction activity;
 - b. The support activity is not a commercial operation serving multiple unrelated construction projects and does not operate beyond the completion of the construction activity at the site it supports;
 - c. Appropriate controls and measures are identified in a stormwater pollution prevention plan (SWP3) covering the discharges from the support activity; and
 - d. The support activity is on or contiguous with the property defined in the NOI (offsite borrow pits and soil disposal areas, which serve only one project, do not have to be contiguous with the construction site).
2. Limitations on coverage. The following stormwater discharges associated with construction activity are not covered by this permit:
 - a. Stormwater discharges that originate from the site after construction activities have ceased, including any temporary support activity, and the site has achieved final

stabilization. Industrial post-construction stormwater discharges may need to be covered by an NPDES permit;

- b. Stormwater discharges associated with construction activity that the director has shown to be or may reasonably expect to be contributing to a violation of a water quality standard and such discharge would be a violation of this permit; and
 - c. Stormwater discharges authorized by an individual NPDES permit or another NPDES general permit.
3. Waivers. After March 10, 2003, sites whose larger common plan of development or sale have at least one, but less than five acres of land disturbance, which would otherwise require permit coverage for stormwater discharges associated with construction activities, may request that the director waive their permit requirement. Entities wishing to request such a waiver must certify in writing that the construction activity meets one of the two waiver conditions:
- a. Rainfall Erosivity Waiver. For a construction site to qualify for the rainfall erosivity waiver, the cumulative rainfall erosivity over the project duration must be five or less and the site must be stabilized with a least a 70 percent vegetative cover or other permanent, non-erosive cover. The rainfall erosivity must be calculated according to the method in U.S. EPA Fact Sheet 3.1 Construction Rainfall Erosivity Waiver dated January 2001 and be found at: <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program>. If it is determined that a construction activity will take place during a time period where the rainfall erosivity factor is less than five, a written waiver certification must be submitted to Ohio EPA at least 21 days before construction activity is scheduled to begin. If the construction activity will extend beyond the dates specified in the waiver certification, the operator must either: (a) recalculate the waiver using the original start date with the new ending date (if the R factor is still less than five, a new waiver certification must be submitted) or (b) submit an NOI application form and fee for coverage under this general permit at least seven days prior to the end of the waiver period; or
 - b. TMDL (Total Maximum Daily Load) Waiver. Stormwater controls are not needed based on a TMDL approved or established by U.S. EPA that addresses the pollutant(s) of concern or, for non-impaired waters that do not require TMDLs, and equivalent analysis that determines allocations for small construction sites for the pollutant(s) of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. The pollutant(s) of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The operator must certify to the director of Ohio EPA that the construction activity will take place, and stormwater discharges will occur, within the drainage area addressed by the TMDL or equivalent analysis. A written waiver certification must be submitted to Ohio EPA at least 21 days before the construction activity is scheduled to begin.

4. Prohibition on non-stormwater discharges. All discharges covered by this permit must be composed entirely of stormwater with the exception of the following: discharges from firefighting activities; fire hydrant flushings; potable water sources including waterline flushings; irrigation drainage; lawn watering; routine external building washdown which does not use detergents; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated groundwater from trench or well point dewatering and foundation or footing drains where flows are not contaminated with process materials such as solvents. Dewatering activities must be done in compliance with Part II.C and Part III.G.2.g.iv of this permit. Discharges of material other than stormwater or the authorized non-stormwater discharges listed above must comply with an individual NPDES permit or an alternative NPDES general permit issued for the discharge.

Except for flows from firefighting activities, sources of non-stormwater listed above that are combined with stormwater discharges associated with construction activity must be identified in the SWP3. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for the non-stormwater component(s) of the discharge.

5. Spills and unintended releases (Releases in excess of Reportable Quantities). This permit does not relieve the permittee of the reporting requirements of Title 40 of the Code of Federal Regulations ("CFR") Part 117 and 40 CFR Part 302. In the event of a spill or other unintended release, the discharge of hazardous substances in the storm water discharge(s) from a construction site must be minimized in accordance with the applicable stormwater pollution prevention plan for the construction activity and in no case, during any 24-hour period, may the discharge(s) contain a hazardous substance equal to or in excess of reportable quantities.

40 CFR Part 117 sets forth a determination of the reportable quantity for each substance designated as hazardous in 40 CFR Part 116. The regulation applies to quantities of designated substances equal to or greater than the reportable quantities, when discharged to surface waters of the state. 40 CFR Part 302 designates under section 102(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, those substances in the statutes referred to in section 101(14), identifies reportable quantities for these substances and sets forth the notification requirements for releases of these substances. This regulation also sets forth reportable quantities for hazardous substances designated under section 311(b)(2)(A) of the Clean Water Act (CWA).

C. Requiring an individual NPDES permit or an alternative NPDES general permit.

1. The director may require an alternative permit. The director may require any operator eligible for this permit to apply for and obtain either an individual NPDES permit or coverage under an alternative NPDES general permit in accordance with OAC Rule 3745-38-02. Any interested person may petition the director to take action under this paragraph.

The director will send written notification that an alternative NPDES permit is required. This notice shall include a brief statement of the reasons for this decision, an application

form and a statement setting a deadline for the operator to file the application. If an operator fails to submit an application in a timely manner as required by the director under this paragraph, then coverage, if in effect, under this permit is automatically terminated at the end of the day specified for application submittal.

2. Operators may request an individual NPDES permit. Any owner or operator eligible for this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application with reasons supporting the request to the director in accordance with the requirements of 40 CFR 122.26. If the reasons adequately support the request, the director shall grant it by issuing an individual NPDES permit.
3. When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit or the owner or operator is approved for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of approval for coverage under the alternative general permit, whichever the case may be.

D. Permit requirements when portions of a site are sold

If an operator obtains a permit for a development, and then the operator (permittee) sells off lots or parcels within that development, permit coverage must be continued on those lots until a Notice of Termination (NOT) in accordance with Part IV.B is submitted. For developments which require the use of centralized sediment and erosion controls (i.e., controls that address stormwater runoff from one or more lots) for which the current permittee intends to terminate responsibilities under this permit for a lot after sale of the lot to a new owner and such termination will either prevent or impair the implementation of the controls and therefore jeopardize compliance with the terms and conditions of this permit, the permittee will be required to maintain responsibility for the implementation of those controls. For developments where this is not the case, it is the permittee's responsibility to temporarily stabilize all lots sold to individual lot owners unless an exception is approved in accordance with Part III.G.4. In cases where permit responsibilities for individual lot(s) will be terminated after sale of the lot, the permittee shall inform the individual lot owner of the obligations under this permit and ensure that the Individual Lot NOI application is submitted to Ohio EPA.

E. Authorization

1. Obtaining authorization to discharge. Operators that discharge stormwater associated with construction activity must submit an NOI application form and Stormwater Pollution Prevention Plan (SWP3) if located within the Big Darby Creek watershed or portions of the Olentangy watershed in accordance with the requirements of Part I.F of this permit to obtain authorization to discharge under this general permit. As required under OAC Rule 3745-38-02(E), the director, in response to the NOI submission, will notify the applicant in writing that he/she has or has not been granted general permit coverage to discharge stormwater associated with construction activity under the terms and conditions of this permit or that the applicant must apply for an individual NPDES permit or coverage under an alternate general NPDES permit as described in Part I.C.1.
2. No release from other requirements. No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or

regulations. Other permit requirements commonly associated with construction activities include, but are not limited to, section 401 water quality certifications, isolated wetland permits, permits to install sanitary sewers or other devices that discharge or convey polluted water, permits to install drinking water lines, single lot sanitary system permits and disturbance of land which was used to operate a solid or hazardous waste facility (i.e., coverage under this NPDES general permit does not satisfy the requirements of OAC Rule 3745-27-13 or ORC Section 3734.02(H)). The issuance of this permit is subject to resolution of an antidegradation review. This permit does not relieve the permittee of other responsibilities associated with construction activities such as contacting the Ohio Department of Natural Resources, Division of Water, to ensure proper well installation and abandonment of wells.

F. Notice of Intent Requirements

1. **Deadlines for notification.**
 - a. **Initial coverage:** Operators who intend to obtain initial coverage for a stormwater discharge associated with construction activity under this general permit must submit a complete and accurate NOI application form, a completed Stormwater Pollution Prevention Plan (SWP3) for projects within the Big Darby Creek and portions of the Olentangy river watersheds and appropriate fee at least 21 days (or 45 days in the Big Darby Creek watershed and portions of the Olentangy watershed) prior to the commencement of construction activity. If more than one operator, as defined in Part VII of this general permit, will be engaged at a site, each operator shall seek coverage under this general permit prior to engaging in construction activities. Coverage under this permit is not effective until an approval letter granting coverage from the director of Ohio EPA is received by the applicant. Where one operator has already submitted an NOI prior to other operator(s) being identified, the additional operator shall request modification of coverage to become a co-permittee. In such instances, the co-permittees shall be covered under the same facility permit number. No additional permit fee is required.
 - b. **Individual lot transfer of coverage:** Operators must each submit an individual lot notice of intent (Individual Lot NOI) application form (no fee required) to Ohio EPA at least seven days prior to the date that they intend to accept responsibility for permit requirements for their portion of the original permitted development from the previous permittee. Transfer of permit coverage is not granted until an approval letter from the director of Ohio EPA is received by the applicant.
2. **Failure to notify.** Operators who fail to notify the director of their intent to be covered and who discharge pollutants to surface waters of the state without an NPDES permit are in violation of ORC Chapter 6111. In such instances, Ohio EPA may bring an enforcement action for any discharges of stormwater associated with construction activity.
3. **How to submit an NOI.** Operators seeking coverage under this permit must submit a complete and accurate Notice of Intent (NOI) application using Ohio EPA's electronic application form which is available through the Ohio EPA eBusiness Center at: <https://ebiz.epa.ohio.gov/>. Submission through the Ohio EPA eBusiness Center will require establishing an Ohio EPA eBusiness Center account and obtaining a unique Personal Identification Number (PIN) for final submission of the NOI. Existing eBusiness

Center account holders can access the NOI form through their existing account and submit using their existing PIN. Please see the following link for guidance: <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/electronic-business-services-sub/streams>. Alternatively, if you are unable to access the NOI form through the agency eBusiness Center due to a demonstrated hardship, the NOI may be submitted on a paper NOI form provided by Ohio EPA. NOI information shall be typed on the form. Please contact Ohio EPA, Division of Surface Water at (614) 644-2001 if you wish to receive a paper NOI form.

4. Additional notification. NOIs and SWP3s are considered public documents and shall be made available to the public in accordance with Part III.C.2. The permittee shall make NOIs and SWP3s available upon request of the director of Ohio EPA, local agencies approving sediment and erosion control plans, grading plans or stormwater management plans, local governmental officials, or operators of municipal separate storm sewer systems (MS4s) receiving drainage from the permitted site. Each operator that discharges to an NPDES permitted MS4 shall provide a copy of its Ohio EPA NOI submission to the MS4 in accordance with the MS4's requirements, if applicable.
5. Re-notification. Existing permittees having coverage under the previous generation of this general permit shall have continuing coverage under OHC000006 with the submittal of a timely renewal application. Within 180 days from the effective date of this permit, existing permittees shall submit the completed renewal application expressing their intent for continued coverage. In accordance with Ohio Administrative Code (OAC) 3745-38-02(E)(2)(a)(ii), a renewal application fee will not apply to existing permittees having general permit coverage issued on or after April 22, 2022. Permit coverage will be terminated if Ohio EPA does not receive the renewal application within this 180-day period.

Part II. NON-NUMERIC EFFLUENT LIMITATIONS

You shall comply with the following non-numeric effluent limitations for discharges from your site and/or from construction support activities. Part III of this permit contains the specific design criteria to meet the objectives of the following non-numeric effluent limitations. You shall develop and implement the SWP3 in accordance with Part III of this permit to satisfy these non-numeric effluent limitations.

- A. **Erosion and Sediment Controls.** You shall design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls shall be designed, installed and maintained to:
 1. Control stormwater volume and velocity within the site to minimize soil and stream erosion;
 2. Control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;
 3. Minimize the amount of soil exposed during construction activity;
 4. Minimize the disturbance of steep slopes;

5. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls shall address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 6. If feasible, provide and maintain a 50-foot undisturbed natural buffer around surface waters of the state, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration. If it is infeasible to provide and maintain an undisturbed 50-foot natural buffer, you shall comply with the stabilization requirements found in Part II.B for areas within 50 feet of a surface water; and
 7. Minimize soil compaction and, unless infeasible, preserve topsoil.
- B. Soil Stabilization.** Stabilization of disturbed areas shall, at a minimum, be initiated in accordance with the time frames specified in the following tables.

Table 1: Permanent Stabilization

Area requiring permanent stabilization	Time frame to apply erosion controls
Any areas that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the state and at final grade	Within two days of reaching final grade
Other areas at final grade	Within seven days of reaching final grade within that area

Table 2: Temporary Stabilization

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbed areas within 50 feet of a surface water of the state and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 14 days
Any disturbed areas that will be dormant for more than 14 days but less than one year, and not within 50 feet of a surface water of the state	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s).
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

Where vegetative stabilization techniques may cause structural instability or are otherwise unobtainable, alternative stabilization techniques must be employed. Permanent and temporary stabilization are defined in Part VII.

- C. Dewatering.** Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls.

- D. Pollution Prevention Measures.** Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:
1. Minimize the discharge of pollutants from equipment and vehicle washing, wheel washwater, and other washwaters. Washwaters shall be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 2. Minimize the exposure of construction materials, products, and wastes; landscape materials, fertilizers, pesticides, and herbicides; detergents, sanitary waste and other materials present on the site to precipitation and to stormwater; and
 3. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- E. Prohibited Discharges.** The following discharges are prohibited:
1. Wastewater from washout of concrete, unless managed by an appropriate control;
 2. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
 3. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
 4. Soaps or solvents used in vehicle and equipment washing or all other waste water streams which could be subject to an individual NPDES permit (Part III.G.2.g).
- F. Surface Outlets.** When discharging from sediment basins utilize outlet structures that withdraw water from the surface, unless infeasible. (Note: Ohio EPA believes that the circumstances in which it is infeasible to design outlet structures in this manner are rare. Exceptions may include time periods with extended cold weather during winter months. If you have determined that it is infeasible to meet this requirement, you shall provide documentation in your SWP3 to support your determination.)
- G. Post-Construction Stormwater Management Controls.** So that receiving stream's physical, chemical and biological characteristics are protected, and stream functions are maintained, post-construction stormwater practices shall provide long-term management of runoff quality and quantity.

PART III. STORMWATER POLLUTION PREVENTION PLAN (SWP3)

A. Stormwater Pollution Prevention Plans.

A SWP3 shall be developed for each site covered by this permit. For a multi-phase construction project, a separate NOI shall be submitted when a separate SWP3 will be prepared for subsequent phases. SWP3s shall be prepared in accordance with sound engineering and/or conservation practices by a professional experienced in the design and implementation of standard erosion and sediment controls and stormwater management practices addressing all phases of construction. The SWP3 shall clearly identify all activities which are required to be

authorized under Section 401 and subject to an antidegradation review. The SWP3 shall identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges associated with construction activities. The SWP3 shall be a comprehensive, stand-alone document, which is not complete unless it contains the information required by Part III.G of this permit. In addition, the SWP3 shall describe and ensure the implementation of best management practices (BMPs) that reduce the pollutants and impact of stormwater discharges during construction and pollutants associated with the post-construction land use to ensure compliance with ORC Section 6111.04, OAC Chapter 3745-1 and the terms and conditions of this permit.

B. Timing.

An acceptable SWP3 shall be completed and submitted to the applicable regulated MS4 entity (for projects constructed entirely within a regulated MS4 area) prior to the timely submittal of an NOI. Projects within the Big Darby Creek and portions of the Olentangy watersheds must submit a SWP3 with the NOI. The SWP3 shall be updated in accordance with Part III.D. Submission of a SWP3 does not constitute review and approval on the part of Ohio EPA. Upon request and good cause shown, the director may waive the requirement to have a SWP3 completed at the time of NOI submission. If a waiver has been granted, the SWP3 must be completed prior to the initiation of construction activities. The SWP3 must be implemented upon initiation of construction activities.

In order to continue coverage from the previous generations of this permit, the permittee shall review and update the SWP3 to ensure that this permit's requirements are addressed within 180 days after the effective date of this permit. If it is infeasible for you to comply with a specific requirement in this permit because (1) the provision was not part of the permit you were previously covered under, and (2) because you are prevented from compliance due to the nature or location of earth disturbances that commenced prior to the effective date of this permit, you shall include documentation within your SWP3 of the reasons why it is infeasible for you to meet the specific requirement.

Examples of OHC000006 permit conditions that would be infeasible for permittees renewing coverage to comply with include:

- OHC000006 post-construction requirements, for projects that obtained NPDES construction stormwater coverage and started construction activities prior to the effective date of this permit;
- OHC000006 post-construction requirements, for multi-phase development projects with an existing regional post-construction BMP issued under previous NPDES post-construction requirements. This only applies to construction sites authorized under Ohio EPA's Construction Stormwater Permits issued after April 20, 2003; or
- Case-by-case situations approved by the Director.

C. SWP3 Signature and Review.

1. Plan Signature and Retention On-Site. The SWP3 shall include the certification in Part V.H, be signed in accordance with Part V.G., and be retained on site during working hours.

2. Plan Availability

- a. On-site: The plan shall be made available immediately upon request of the director or his authorized representative and MS4 operators or their authorized representative during working hours. A copy of the NOI and letter granting permit coverage under this general permit also shall be made available at the site. The NOI and letter granting permit coverage may be maintained electronically under the condition that they can be immediately produced on-site upon request. The SWP3 may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in paper form. For additional guidance on the proper practices to follow for the electronic retention of inspection report records, refer to this general permit's Fact Sheet at <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/storm-water-discharges-from-small-and-large-construction-activities--general-permit>
- b. By written request: The permittee must provide the most recent copy of the SWP3 within 7 days upon written request by any of the following:
 - i. The director or the director's authorized representative;
 - ii. A local agency approving sediment and erosion plans, grading plans or stormwater management plans; or
 - iii. In the case of a stormwater discharge associated with construction activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the operator of the system.
- c. To the public: All NOIs, general permit approval for coverage letters, and SWP3s are considered reports that shall be available to the public in accordance with the Ohio Public Records law. The permittee shall make documents available to the public upon request or provide a copy at public expense, at cost, in a timely manner. However, the permittee may claim to Ohio EPA any portion of an SWP3 as confidential in accordance with Ohio law.

3. Plan Revision. The director or authorized representative may notify the permittee at any time that the SWP3 does not meet one or more of the minimum requirements of this part. Within 10 days after such notification from the director or authorized representative (or as otherwise provided in the notification), the permittee shall make the required changes to the SWP3 and shall submit to Ohio EPA the revised SWP3 or a written certification that the requested changes have been made.

D. Amendments.

The permittee shall amend the SWP3 whenever there is a change in design, construction, operation or maintenance, which has a significant effect on the potential for the discharge of pollutants to surface waters of the state or if the SWP3 proves to be ineffective in achieving the general objectives of controlling pollutants in stormwater discharges associated with

construction activity. Amendments to the SWP3 may be reviewed by Ohio EPA in the same manner as Part III.C.

E. Duty to inform contractors and subcontractors.

The permittee shall inform all contractors and subcontractors not otherwise defined as “operators” in Part VII of this general permit who will be involved in the implementation of the SWP3 of the terms and conditions of this general permit. The permittee shall maintain a written document containing the signatures of all contractors and subcontractors involved in the implementation of the SWP3 as proof acknowledging that they reviewed and understand the conditions and responsibilities of the SWP3. For contractors and subcontractors which do not meet the definition of an operator, the written document shall be created and signatures shall be obtained prior to commencement of each contractors/subcontractors work.

F. Total Maximum Daily Load (TMDL) allocations.

If a TMDL is approved for any waterbody into which the permittee’s site discharges and requires specific BMPs for construction sites, the director may require the permittee to revise his/her SWP3. Specific conditions have been provided in Appendix A (for the Big Darby Creek Watershed) and Appendix B (for portions of the Olentangy river watershed).

G. SWP3 Requirements.

Operations that discharge stormwater from construction activities are subject to the following requirements and the SWP3 shall include the following items:

1. Site description. Each SWP3 shall provide:
 - a. A description of the nature and type of the construction activity (e.g., low density residential, shopping mall, highway, etc.);
 - b. Total area of the site and the area of the site that is expected to be disturbed (i.e., grubbing, clearing, excavation, filling or grading, including off-site borrow areas);
 - c. A measure of the impervious area and percent imperviousness created by the construction activity (existing, new and total impervious area after construction);
 - d. Stormwater calculations, including the volumetric runoff coefficients for both the pre-construction and post- construction site conditions, and resulting water quality volume; design details for post-construction stormwater facilities and pretreatment practices such as contributing drainage areas, capacities, elevations, outlet details and drain times shall be included in the SWP3; and if applicable, explanation of the use of existing post-construction facilities. Ohio EPA recommends the use of data sheets (see Ohio’s Rainwater and Land Development manual and Ohio EPA resources for examples);
 - e. Existing data describing the soil and, if available, the quality of any discharge from the site;

- f. A description of prior land uses at the site;
- g. A description of the condition of any on-site streams (e.g. prior channelization, bed instability or headcuts, channels on public maintenance, or natural channels);
- h. A BMP implementation schedule which describes the sequence of major construction operations (i.e., designation of vegetative preservation areas, grubbing, excavating, grading, utilities, infrastructure installation and others) and the implementation of erosion, sediment and stormwater management practices or facilities to be employed during each operation of the sequence;
- i. The name and/or location of the immediate receiving stream or surface water(s) and the first subsequent named receiving water(s) and the areal extent and description of wetlands or other special aquatic sites at or near the site which will be disturbed, or which will receive discharges from disturbed areas of the project. For discharges to an MS4, the point of discharge to the MS4 and the location where the MS4 ultimately discharges to a stream or surface water of the state shall be indicated;
- j. For subdivided developments, a detail drawing of individual parcels with their erosion, sediment or stormwater control practices and/or a typical individual lot showing standard individual lot erosion and sediment control practices.

A typical individual lot drawing does not remove the responsibility to designate specific erosion and sediment control practices in the SWP3 for critical areas such as steep slopes, stream banks, drainage ways and riparian zones;
- k. Location and description of any stormwater discharges associated with dedicated asphalt and dedicated concrete plants covered by this permit and the best management practices to address pollutants in these stormwater discharges;
- l. A cover page or title identifying the name and location of the site, the name and contact information of all construction site operators, the name and contact information for the person responsible for authorizing and amending the SWP3, preparation date, and the estimated dates that construction will start and be complete;
- m. A log documenting grading and stabilization activities as well as amendments to the SWP3, which occur after construction activities commence; and
- n. Site map showing:
 - i. Limits of earth-disturbing activity of the site including associated off-site borrow or spoil areas that are not addressed by a separate NOI and associated SWP3;
 - ii. Soils types for all areas of the site, including locations of unstable or highly erodible and/or known contaminated soils;

- iii. Existing and proposed contours. A delineation of drainage watersheds expected during and after major grading activities as well as the size of each drainage watershed, in acres;
- iv. The location of any delineated boundary for required riparian setbacks;
- v. Conservation easements or areas designated as open space, preserved vegetation or otherwise protected from earth disturbing activities. A description of any associated temporary or permanent fencing or signage;
- vi. Surface water locations including springs, wetlands, streams, lakes, water wells, etc., on or within 200 feet of the site, including the boundaries of wetlands or stream channels and first subsequent named receiving water(s) the permittee intends to fill or relocate for which the permittee is seeking approval from the Army Corps of Engineers and/or Ohio EPA;
- vii. Existing and planned locations of buildings, roads, parking facilities and utilities;
- viii. The location of all erosion and sediment control practices, including the location of areas likely to require temporary stabilization during site development;
- ix. Sediment traps and basins noting their sediment storage and dewatering (detention) volume and contributing drainage area. Ohio EPA recommends the use of data sheets (see Ohio EPA's Rainwater and Land Development manual and website for examples) to provide data for all sediment traps and basins noting important inputs to design and resulting parameters such as their contributing drainage area, disturbed area, detention volume, sediment storage volume, practice surface area, dewatering time, outlet type and dimensions;
- x. The location of permanent stormwater management practices (new and existing) including pretreatment practices to be used to control pollutants in stormwater after construction operations have been completed along with the location of existing and planned drainage features including catch basins, culverts, ditches, swales, surface inlets and outlet structures;
- xi. Areas designated for the storage or disposal of solid, sanitary and toxic wastes, including dumpster areas, areas designated for cement truck washout, and vehicle fueling;
- xii. The location of designated construction entrances where the vehicles will access the construction site; and
- xiii. The location of any areas of proposed floodplain fill, floodplain excavation, stream restoration or known temporary or permanent stream crossings.

2. Controls. In accordance with Part II.A, the SWP3 shall contain a description of the controls appropriate for each construction operation covered by this permit and the operator(s) shall implement such controls. The SWP3 shall clearly describe for each major construction activity identified in Part III.G.1.h: (a) appropriate control measures and the general timing (or sequence) during the construction process that the measures will be implemented; and (b) which contractor is responsible for implementation (e.g., contractor A will clear land and install perimeter controls and contractor B will maintain perimeter controls until final stabilization). The SWP3 shall identify the subcontractors engaged in activities that could impact stormwater runoff. The SWP3 shall contain signatures from all of the identified subcontractors indicating that they have been informed and understand their roles and responsibilities in complying with the SWP3. Ohio EPA recommends that the primary site operator review the SWP3 with the primary contractor prior to commencement of construction activities and keep a SWP3 training log to demonstrate that this review has occurred.

Ohio EPA recommends that the erosion, sediment, and stormwater management practices used to satisfy the conditions of this permit should meet the standards and specifications in the most current edition of Ohio's Rainwater and Land Development (see definitions) manual or other standards acceptable to Ohio EPA. The controls shall include the following minimum components:

- a. Preservation Methods. The SWP3 shall make use of practices which preserve the existing natural condition as much as feasible. Such practices may include: preserving existing vegetation, vegetative buffer strips, and existing soil profile and topsoil; phasing of construction operations to minimize the amount of disturbed land at any one time; and designation of tree preservation areas or other protective clearing or grubbing practices. For all construction activities immediately adjacent to surface waters of the state, the permittee shall comply with the buffer non-numeric effluent limitation in Part II.A.6, as measured from the ordinary high water mark of the surface water. Ohio EPA strongly recommends that 50-foot buffers be maintained around surface waters, including wetlands.
- b. Erosion Control Practices. The SWP3 shall make use of erosion controls that provide cover over disturbed soils unless an exception is approved in accordance with Part III.G.4. A description of control practices designed to re-establish vegetation or suitable cover on disturbed areas after grading shall be included in the SWP3. The SWP3 shall provide specifications for stabilization of all disturbed areas of the site and provide guidance as to which method of stabilization will be employed for any time of the year. Such practices may include: temporary seeding, permanent seeding, mulching, matting, sod stabilization, vegetative buffer strips, phasing of construction operations, use of construction entrances and the use of alternative ground cover.
- i. **Stabilization.** Disturbed areas shall be stabilized in accordance with Table 1 (Permanent Stabilization) and Table 2 (Temporary Stabilization) in Part II.B of this permit.
- ii. **Permanent stabilization of conveyance channels.** Operators shall undertake special measures to stabilize channels and outfalls and prevent erosive flows. Measures may include seeding, dormant seeding

(as defined in the most current edition of the Rainwater and Land Development manual), mulching, erosion control matting, sodding, riprap, natural channel design with bioengineering techniques or rock check dams.

- c. Runoff Control Practices. The SWP3 shall incorporate measures which control the flow of runoff from disturbed areas so as to prevent erosion from occurring. Such practices may include rock check dams, pipe slope drains, diversions to direct flow away from exposed soils and protective grading practices. These practices shall divert runoff away from disturbed areas and steep slopes where practicable. Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel to provide non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.
- d. Sediment Control Practices. The plan shall include a description of structural practices that shall store runoff allowing sediments to settle and/or divert flows away from exposed soils or otherwise limit runoff from exposed areas. Structural practices shall be used to control erosion and trap sediment from a site remaining disturbed for more than 14 days. Such practices may include, among others: sediment settling ponds, sediment barriers, earth diversion dikes or channels which direct runoff to a sediment settling pond and storm drain inlet protection. All sediment control practices must be capable of ponding runoff in order to be considered functional. Earth diversion dikes or channels alone are not considered a sediment control practice unless those are used in conjunction with a sediment settling pond.

The SWP3 shall contain detail drawings for all structural practices.

- i. **Timing.** Sediment control structures shall be functional throughout the course of earth disturbing activity. Sediment basins and perimeter sediment barriers shall be implemented prior to grading and within seven days from the start of grubbing. They shall continue to function until the upslope development area is stabilized with permanent cover. As construction progresses and the topography is altered, appropriate controls shall be constructed, or existing controls altered to address the changing drainage patterns.
- ii. **Sediment settling ponds.** A sediment settling pond is required for any one of the following conditions:
- Concentrated or collected stormwater runoff (e.g., storm sewer or ditch);
 - Runoff from drainage areas, which exceed the design capacity of silt fence or other sediment barriers; or
 - Runoff from drainage areas that exceed the design capacity of inlet protection.

The permittee may request approval from Ohio EPA to use alternative controls if the permittee can demonstrate the alternative controls are equivalent in effectiveness to a sediment settling pond.

In accordance with Part II.F, if feasible, sediment settling ponds shall be dewatered at the pond surface using a skimmer or equivalent device. The sediment settling pond volume consists of both a dewatering zone and a sediment storage zone. The volume of the dewatering zone shall be a minimum of 1800 cubic feet (ft³) per acre of drainage (67 yd³/acre) with a minimum 48-hour drain time. The volume of the sediment storage zone shall be calculated by one of the following methods:

Method 1: The volume of the sediment storage zone shall be 1000 ft³ per disturbed acre within the watershed of the basin. OR

Method 2: The volume of the sediment storage zone shall be the volume necessary to store the sediment as calculated with RUSLE or a similar generally accepted erosion prediction model.

Accumulated sediment shall be removed from the sediment storage zone once it exceeds 50 percent of the minimum required sediment storage design capacity and prior to the conversion to the post-construction practice unless suitable storage is demonstrated based upon over-design. When determining the total contributing drainage area, off-site areas and areas which remain undisturbed by construction activity shall be included unless runoff from these areas is diverted away from the sediment settling pond and is not co-mingled with sediment-laden runoff. The depth of the dewatering zone shall be less than or equal to five feet. The configuration between inlets and the outlet of the basin shall provide at least two units of length for each one unit of width ($\geq 2:1$ length:width ratio); however, a length to width ratio of 4:1 is recommended. When designing sediment settling ponds, the permittee shall consider public safety, especially as it relates to children, as a design factor for the sediment basin and alternative sediment controls shall be used where site limitations would preclude a safe design. Combining multiple sediment and erosion control measures in order to maximize pollutant removal is encouraged.

- iii. **Sediment Barriers and Diversions.** Sheet flow runoff from denuded areas shall be intercepted by sediment barriers or diverted to a sediment pond to protect adjacent properties and water resources from sediment transported via sheet flow. Where intended to provide sediment control, sediment barriers shall be placed on a level contour downslope of the disturbed area. For most applications, standard silt fence or a 12-inch diameter tubular filter may be used as a sediment barrier. The relationship between the maximum drainage area to sediment barrier for a particular slope range is shown in the following table:

Table 3 Sediment Barrier Maximum Drainage Area Based on Slope

Maximum drainage area (in acres) to 100 linear feet of sediment barrier	Range of slope for a particular drainage area (in percent)
0.5	< 2%
0.25	$\geq 2\%$ but < 20%
0.125	$\geq 20\%$ but < 50%

Placing sediment barriers in a parallel series does not extend the size of the drainage area. Stormwater diversion practices shall be used to keep runoff away from disturbed areas and steep slopes where practicable. Diversion practices, which include swales, dikes or berms, may receive stormwater runoff from areas up to 10 acres.

- iv. **Inlet Protection.** Other erosion and sediment control practices shall minimize sediment laden water entering active storm drain systems. All inlets receiving runoff from drainage areas of one or more acres will require a sediment settling pond.
 - v. **Surface Waters of the State Protection.** If construction activities disturb areas adjacent to surface waters of the state, structural practices shall be designed and implemented on site to protect all adjacent surface waters of the state from the impacts of sediment runoff. No structural sediment controls (e.g., the installation of silt fence or a sediment settling pond) shall be used in a surface water of the state. For all construction activities immediately adjacent to surface waters of the state, the permittee shall comply with the buffer non-numeric effluent limitation in Part II.A.6, as measured from the ordinary high water mark of the surface water. Where impacts within this buffer area are unavoidable, due to the nature of the construction (e.g., stream crossings for roads or utilities), the project shall be designed such that the number of stream crossings and the width of the disturbance within the buffer area are minimized.
 - vi. **Modifying Controls.** If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the permittee shall replace or modify the control for site conditions.
- e. Post-Construction Stormwater Management Requirements. So that receiving stream's physical, chemical and biological characteristics are protected, and stream functions are maintained, post-construction stormwater practices shall provide long-term management of runoff quality and quantity. To meet the post-construction requirements of this permit, the SWP3 shall contain a description of the post-construction BMPs that will be installed during construction for the site and the rationale for their selection. The rationale shall address the anticipated impacts on the channel and floodplain morphology, hydrology, and water quality. Post-construction BMPs cannot be installed within a surface water of the state (e.g., wetland or stream) unless it is authorized by a CWA 401 water quality certification, CWA 404 permit, or Ohio EPA non-jurisdictional wetland/stream program approval. Note: local jurisdictions may have more stringent post-construction requirements.
- i. Operation and Maintenance Plans. Detail drawings and maintenance plans shall be provided for all post-construction BMPs in the SWP3. Maintenance plans shall be provided by the permittee to the post-construction operator of the site (including homeowner associations) upon completion of construction activities (prior to termination of permit coverage). Maintenance plans shall ensure that pollutants collected within structural post-construction practices are disposed of in accordance with

local, state, and federal regulations. To ensure that stormwater management systems function as designed and constructed, the post-construction operation and maintenance plan shall be a stand-alone document which contains:

- 1) a designated entity for stormwater inspection and maintenance responsibilities;
- 2) the routine and non-routine maintenance tasks to be undertaken;
- 3) a schedule for inspection and maintenance;
- 4) any necessary legally binding maintenance easements and agreements;
- 5) construction drawings or excerpts showing the plan view, profile and details of the outlet(s);
- 6) a map showing all access and maintenance easements; and
- 7) for table 4a/4b practices, provide relevant elevations and associated volumes that dictate when removal of accumulated sediments must occur.

Permittees are responsible for assuring all post-construction practices meet plan specifications and intended post-construction conditions have been met (e.g., sediment removed from, and sediment storage restored to, permanent pools, sediment control outlets removed and replaced with permanent post-construction discharge structures, and all slopes and drainageways permanently stabilized), but are not responsible under this permit for operation and maintenance of post-construction practices once coverage under this permit is terminated.

- ii. Point Source Dischargers. Post-construction stormwater BMPs that discharge pollutants from point sources once construction is completed may in themselves need authorization under a separate NPDES permit (one example is stormwater discharges from regulated industrial sites).
- iii. No Impervious Surface. Construction activities that do not include the installation of any impervious surface (e.g., park lands), abandoned mine land reclamation activities regulated by the Ohio Department of Natural Resources, stream and wetland restoration activities, and wetland mitigation activities are not required to comply with the conditions of Part III.G.2.e of this permit. Linear construction projects (e.g., pipeline or utility line installation) which do not result in the installation of additional impervious surface are not required to comply with the conditions of Part III.G.2.e of this permit. However, linear construction projects shall be designed to minimize the number of stream crossings and the width of disturbance, and to achieve final stabilization of the disturbed area as defined in Part VII.M.1.
- iv. Post-Construction BMPs. For all construction activities that will disturb two or more acres of land or will disturb less than two acres that are part of a larger common plan of development or sale which will disturb two or more acres of land, the post construction BMP(s) chosen shall be able to manage stormwater runoff for protection of stream channels, stream stability, and water quality. The BMP(s) chosen must be compatible with

site and soil conditions. Structural post-construction stormwater treatment practices shall be incorporated into the permanent drainage system for the site. The BMP(s) chosen must be sized to treat the water quality volume (WQ_v) and ensure compliance with Ohio's Water Quality Standards in OAC Chapter 3745-1. The WQ_v shall be equivalent to the volume of runoff from a 0.90-inch rainfall and shall be determined using the following equations:

$$WQ_v = R_v * P * A / 12 \quad \text{(Equation 1)}$$

where:

WQ_v = water quality volume in acre-feet

R_v = the volumetric runoff coefficient calculated using equation 2

P = 0.90 inch precipitation depth

A = area draining into the BMP in acres

$$R_v = 0.05 + 0.9i \quad \text{(Equation 2)}$$

where i = fraction of post-construction impervious surface

Ohio EPA recommends BMPs be designed according to the methodology described in the most current edition of the Rainwater and Land Development manual or in another design manual acceptable for use by Ohio EPA and in accordance with ORC Chapter 4733.

The BMPs listed in Tables 4a and 4b below are considered standard BMPs approved for general use. However, communities with a regulated MS4 may limit the use of some of these BMPs. BMPs shall be designed such that the drain time is long enough to provide treatment but short enough to provide storage for successive rainfall events and avoid the creation of nuisance conditions. The outlet structure for the post-construction BMP shall not discharge more than the first half of the WQ_v in less than one-third of the minimum drain time listed in Table 4a. The WQ_v is the volume of stormwater runoff that must be detained by a post-construction practice as specified by the most recent edition of the Rainwater and Land Development manual.

Post-construction practices shall be sized to treat 100% of the WQ_v associated with their contributing drainage area. If there is an existing post-construction BMP that treats runoff from the disturbed area and the BMP meets the post-construction requirements of this permit, no additional post-construction BMP will be required. A regional stormwater BMP may be used to meet the post-construction requirement if: (1) the BMP meets the design requirements for treating the WQ_v ; and (2) a legal agreement is established through which the regional BMP owner or operator agrees to provide this service in the long term. Design information for such facilities such as contributing drainage areas, capacities, elevations, outlet details and drain times shall be included in the SWP3.

Table 4a Extended Detention Post-Construction Practices with Minimum Drain Times

Extended Detention Practices	Minimum Drain Time of WQv
Wet Extended Detention Basin ^{1,2,3}	24 hours
Extended Detention Constructed Wetland ^{1, 3}	24 hours
Dry Extended Detention Basin with Forebay and Micropool ^{1,3,4}	48 hours
Permeable Pavement – Extended Detention ¹	24 hours
Underground Storage Facility– Extended Detention ^{1,5}	24 hours
Sand Filter - Extended Detention ^{1, 6}	24 hours

Notes:

1. The outlet structure shall not discharge more than the first half of the WQv in less than one-third of the minimum drain time.
2. Provide a permanent pool with a minimum volume equal to the WQv and an extended detention volume above the permanent pool equal to the WQv.
3. An additional volume equal to 20 percent of the WQ_v shall be incorporated into the BMP for sediment storage.
4. Dry extended detention basins must include a forebay and a micropool each sized at a minimum of 0.1 x WQv and a protected outlet, or include acceptable pretreatment and a protected outlet.
5. Underground storage must have pretreatment for removal of suspended sediments included in the design and documented in the SWP3. This pretreatment shall concentrate sediment in a location where it can be readily removed. For non-infiltrating, underground extended detention systems, pretreatment shall be at least 50% effective at capturing total suspended solids according to the testing protocol established in the Alternative Post-Construction BMP Testing Protocol.
6. The WQv ponding area shall completely empty between 24 and 72 hours.

Table 4b Infiltration Post-Construction Practices with Maximum Drain Times

Infiltration Practices	Maximum Drain Time of WQv
Bioretention ^{1,2,3}	24 hours
Infiltration Basin ^{2,3}	24 hours
Infiltration Trench ^{3,4}	48 hours
Permeable Pavement – Infiltration ³	48 hours
Underground Storage Facility – Infiltration ^{3,4,5}	48 hours

Notes:

1. Bioretention soil media shall have a permeability of approximately 1 – 5 in/hr. Meeting the soil media specifications in the Rainwater and Land Development manual is considered compliant with this requirement. Bioretention cells must have underdrains unless in-situ conditions allow for the WQv (surface ponding) plus the bioretention soil (to a depth of 24 inches) to drain completely within 48 hours.
2. Infiltrating practices with the WQv stored aboveground (bioretention, infiltration basin) shall fully drain the WQv within 24 hours to minimize nuisance effects of standing water and to promote vigorous communities of appropriate vegetation.
3. The SWP3 shall demonstrate the design infiltration rate values are derived from site-specific measurements obtained through field tests of the in-situ soil for practices designed to infiltrate the WQv.
4. Subsurface practices designed to fully infiltrate the WQv (infiltration trench, permeable pavement with infiltration, underground storage with infiltration) shall empty within 48 hours to recover storage for subsequent storm events.
5. Underground storage systems with infiltration must have adequate pretreatment of suspended sediments included in the design and documented in the SWP3 in order to minimize clogging of the infiltrating surface. Pretreatment shall concentrate sediment in a location where it can be readily removed. Examples include media filters situated

upstream of the storage or other suitable alternative approved by Ohio EPA. For infiltrating underground systems, pretreatment shall be at least 80% effective at capturing total suspended solids according to the testing protocol established in the Alternative Post-Construction BMP Testing Protocol.

- v. Small Construction Activities. For all construction activities authorized under this permit which result in a disturbance less than 2 acres, a post-construction practice shall be used to treat stormwater runoff for pollutants and to reduce adverse impacts on receiving waters. The applicant must provide a justification in the SWP3 why the use of table 4a and 4b practices or runoff reduction practice are not feasible. The justification must address limiting factors which would prohibit the project going forward should table 4a and 4b practices be required. Please note that practices selected will require approval from the regulated MS4.
- vi. Transportation Projects. The construction of new roads and roadway improvement projects by public entities (i.e., the state, counties, townships, cities, or villages) and the construction of publicly accessible, non-vehicular (i.e., pedestrian or shared-use) paths by public entities or non-governmental, non-profit organizations may implement post-construction BMPs in compliance with the current version (as of the effective date of this permit) of the Ohio Department of Transportation's "Location and Design Manual, Volume Two Drainage Design" that has been accepted by Ohio EPA as an alternative to the conditions of this permit.
- vii. Offsite Mitigation of Post-Construction. Ohio EPA may authorize the offsite mitigation of the post-construction requirements of Part III.G.2.e of this permit on a case by case basis provided the permittee clearly demonstrates the BMPs listed in Tables 4a and 4b are not feasible and the following criteria are met: (1) a maintenance agreement or policy is established to ensure operations and treatment long-term; (2) the offsite location discharges to the same HUC-12 watershed unit; and (3) the mitigation ratio of the WQv is 1.5 to 1 or the WQv at the point of retrofit, whichever is greater. Requests for offsite mitigation must be received prior to receipt of the NOI application.
- viii. Previously Developed Areas. Ohio EPA encourages the redevelopment of untreated impervious areas through a reduction of the WQv treatment requirement. For an untreated previously developed area, one or a combination of the following two conditions shall be met:
 - A 20 percent net reduction of the site's volumetric runoff coefficient through impervious area reduction with soil restoration or replacing impervious roof area with green roof area (for these purposes green roofs shall be considered pervious surface) or
 - Treatment of a portion of the site using a practice meeting Table 4a/4b criteria for which the WQv (see Equation 1) equals or exceeds the WQv_R determined with the following equation:

$$WQ_{VR} = P * A * [(Rv_1 * 0.2) + (Rv_2 - Rv_1)] / 12 \quad (\text{Equation 3})$$

where

WQ_{VR} = Redevelopment Water Quality Volume in acre-feet

P = 0.90 inches

A = disturbed area in acres

Rv_1 = volumetric runoff coefficient for existing (current site) conditions within the disturbed area

Rv_2 = volumetric runoff coefficient for proposed (post-construction site) conditions within the disturbed area

and is located to treat impervious areas most likely to generate the highest pollutant load, such as parking lots or roadways.

This section does not apply to previous development that was obligated to obtain CGP coverage and provide management of the WQ_v under previous generations of this general permit (i.e., after April 21, 2003).

- ix. Runoff Reduction Practices. The size of structural post-construction practices used to capture and treat the WQ_v can be reduced by incorporating runoff reducing practices into the design of the site's drainage system. The approach to calculate and document runoff reduction is detailed in the Rainwater and Land Development Manual. BMP-specific runoff reduction volumes are set by specifications in the Rainwater and Land Development Manual for the following practices:

- Impervious surface disconnection
- Rainwater harvesting
- Bioretention
- Infiltration basin
- Infiltration trench
- Permeable pavement with infiltration
- Underground storage with infiltration
- Grass swale
- Sheet flow to filter strip
- Sheet flow to conservation area

A runoff reduction approach may be used to meet the groundwater recharge requirements in the Big Darby Creek Watershed. The runoff reduction practices used for groundwater recharge may be used to reduce the WQ_v requirement, see appendix A for details on groundwater recharge requirements.

In order to promote the implementation of green infrastructure, the Director may consider the use of runoff reducing practices to demonstrate compliance with Part III.G.2.e of this permit for areas of the site not draining into a common drainage system of the site, e.g., sheet flow from

perimeter areas such as the rear yards of residential lots, low density development scenarios, or where the permittee can demonstrate that the intent of pollutant removal and stream protection, as required in Part III.G.2.e of this permit is being addressed through non-structural post-construction BMPs based upon review and approval by Ohio EPA.

- x. Use of Alternative Post-Construction BMPs. This permit does not preclude the use of innovative or experimental post-construction stormwater management technologies. Permittees shall request approval from Ohio EPA to use alternative post-construction BMPs on a case-by-case basis. The permittee shall submit an application (form maintained on the Ohio EPA Website) to Ohio EPA for any proposed alternative post-construction BMP and secure any approval from Ohio EPA before permittees submit an NOI for permit coverage. Where the development project is located within a regulated municipal separate storm sewer system (MS4) community, the use of an alternative practice requires pre-approval by the MS4 before submittal of the application to Ohio EPA. Ohio EPA requires that approvals for alternative post-construction BMPs are finalized.

To use an alternative post-construction BMP, the permittee must demonstrate that use of a BMP listed in Tables 4a and 4b is not feasible and the proposed alternative post-construction BMP meets the following three criteria:

- a. Alternative post-construction BMPs must be capable of providing sustained, long-term treatment of stormwater. It must be durable and maintainable in accordance with industry standards.
- b. Alternative post-construction BMPs shall previously have been tested to confirm stormwater treatment efficacy equivalent to those BMPs listed in Tables 4a and 4b using the protocol described in this permit. BMP testing may include laboratory testing, field testing, or both. For an alternative BMP to be acceptable, the test results must demonstrate that the minimum treatment rate is 80% TSS removal at the design flow rate for laboratory tested BMP. Field test results must demonstrate the minimum treatment rate is 80% TSS removal for influent concentrations equal to or greater than 100 mg/L TSS. If the influent concentration to the proposed alternative BMP is less than 100 mg/L TSS in the field, then the BMP must achieve an average effluent concentration less than or equal to 20 mg/L TSS.
- c. The discharge rate from the proposed alternative practice shall be reduced to prevent stream bed erosion and protect the physical and biological stream integrity unless there will be negligible hydrological impact to the receiving surface water of the state. Discharge rate is considered to have a negligible impact if the permittee can demonstrate that the entire WQv is recharged to groundwater, the larger common plan of development or sale will create less than one acre of impervious surface or the stormwater drainage system of the

development discharges directly into a large river with drainage area equal to 100 square miles or larger upstream of the development site or to a lake where the development area is less than 5 percent of the watershed area, unless a TMDL has identified water quality problems into the receiving surface waters of the state. If the conditions above that minimize the potential for hydrological impact to the receiving surface water of the state do not exist, then the alternative post-construction BMP must prevent stream erosion by reducing the flow rate from the WQV. In such cases, discharge of the WQV must be controlled. A second stormwater BMP that provides extended detention of the WQv may be needed to meet the post-construction criteria.

Alternative BMPs that utilize treatment processes such as filtering or centrifugal separation, rather than a detention and settling volume, must be designed to ensure treatment of 90 percent of the average annual runoff volume. For the design of these BMPs, the water quality flow rate (WQF) shall be determined utilizing the Rational Method (Equation 4) with an intensity (i) appropriate for the water quality precipitation event. This intensity shall be calculated using the table given in Appendix C.

$$WQF = C * i * A \quad \text{(Equation 4)}$$

Where

- WQF = water quality flow rate in cubic feet per second (cfs)
- C = rational method runoff coefficient
- i = intensity (in/hr)
- A = area draining to the BMP (acres)

- xi. Alternative Post-Construction BMP Testing Protocol. For laboratory testing, the alternative BMP shall be tested using sediment with a specific gravity of 2.65, a particle size distribution closely matching the distribution shown in Table 5, and total suspended sediment (TSS) concentrations within 10% of 200 mg/L (180 mg/L – 220 mg/L TSS).

Table 5 Particle Size Distribution for Testing Alternative Post-Construction BMPs

Particle Size (microns)	Percent Finer (%)
1,000	100
500	95
250	90
150	75
100	60
75	50
50	45
20	35
8	20
5	10
2	5

- For field testing, the alternative BMP shall be tested using stormwater runoff from the field, not altered by adding aggregate or subjected to unusually high sediment loads such as those from unstabilized construction disturbance. The stormwater runoff used for field testing shall be representative of runoff from the proposed installation site for the alternative BMP after all construction activities have ceased and the ground has been stabilized. The influent and effluent TSS concentrations of stormwater runoff must be collected in the field.
- Testing of alternative post-construction BMPs shall be performed or overseen by a qualified independent, third-party testing organization;
- Testing shall demonstrate the maximum flow rate at which the alternative post-construction BMP can achieve the necessary treatment efficacy, including consideration for the potential of sediment resuspension;
- Testing shall demonstrate the maximum volume of sediment and floatables that can be collected in the alternative post-construction BMP before pollutants must be removed to maintain 80% treatment efficacy;
- Testing shall indicate the recommended maintenance frequency and maintenance protocol to ensure ongoing performance of the alternative post-construction BMP.

The alternative post-construction BMP testing protocol described in this section is similar to testing requirements specified by the New Jersey Department of Environmental Protection (NJDEP) for stormwater Manufactured Treatment Devices (MTD) and therefore testing results certified by NJDEP shall be accepted by Ohio EPA. For a list of BMPs that have been certified by NJDEP, see the website: www.njstormwater.org.

Another nationally recognized stormwater product testing procedure is the Technology Assessment Protocol – Ecology (TAPE) administered by the State of Washington, Department of Ecology. Testing results for a proposed alternative post-construction BMP certified by TAPE under their general use designation and basic treatment category shall be accepted by Ohio EPA. The State of Washington, Department of Ecology website is <https://ecology.wa.gov/>.

Alternative post-construction BMPs may include, but are not limited to: vegetated swales, vegetated filter strips, hydrodynamic separators, high-flow media filters, cartridge filters, membrane filters, subsurface flow wetlands, multi-chamber treatment trains, road shoulder media filter drains, wetland channels, rain barrels, green roofs, and rain gardens. The Director may also consider non-structural post-construction approaches.

- f. Surface Water Protection. If the project site contains any streams, rivers, lakes, wetlands or other surface waters, certain construction activities at the site may be regulated under the CWA and/or state isolated wetland permit requirements. Sections 404 and 401 of the Act regulate the discharge of dredged or fill material into surface waters and the impacts of such activities on water quality, respectively. Construction activities in surface waters which may be subject to CWA regulation and/or state isolated wetland permit requirements include, but are not limited to: sewer line crossings, grading, backfilling or culverting streams, filling wetlands, road and utility line construction, bridge installation and installation of flow control structures. If the project contains streams, rivers, lakes or wetlands or possible wetlands, the permittee shall contact the appropriate U.S. Army Corps of Engineers District Office. (CAUTION: Any area of seasonally wet hydric soil is a potential wetland - please consult the Soil Survey and list of hydric soils for your County, available at your county's Soil and Water Conservation District. If you have any questions about Section 401 water quality certification, please contact the Ohio Environmental Protection Agency, Section 401 Coordinator.)

U.S. Army Corps of Engineers (Section 404 regulation):

- Huntington, WV District (304) 399-5210 (Muskingum River, Hocking River, Scioto River, Little Miami River, and Great Miami River Basins)
- Buffalo, NY District (716) 879-4330 (Lake Erie Basin)
- Pittsburgh, PA District (412) 395-7155 (Mahoning River Basin)
- Louisville, KY District (502) 315-6686 (Ohio River)

Ohio EPA 401/404 and non-jurisdictional stream/wetland coordinator can be contacted at (614) 644-2001 (all of Ohio)

Concentrated stormwater runoff from BMPs to natural wetlands shall be converted to diffuse flow before the runoff enters the wetlands. The flow should be released such that no erosion occurs downslope. Level spreaders may need to be placed in series, particularly on steep sloped sites, to ensure non-erosive velocities. Other structural BMPs may be used between stormwater features and natural wetlands, in order to protect the natural hydrology, hydroperiod, and wetland flora. If the applicant proposes to discharge to natural wetlands, a hydrologic analysis shall be performed. The applicant shall attempt to match the pre-development hydroperiods and hydrodynamics that support the wetland. The applicant shall assess whether their construction activity will adversely impact the hydrologic flora and fauna of the wetland. Practices such as vegetative buffers, infiltration basins, conservation of forest cover, and the preservation of intermittent streams, depressions, and drainage corridors may be used to maintain wetland hydrology.

- g. Other controls.

- i. **Non-Sediment Pollutant Controls.** In accordance with Part II.E, no solid (other than sediment) or liquid waste, including building materials, shall be discharged in stormwater runoff. The permittee must implement all necessary BMPs to prevent the discharge of non-sediment pollutants to the drainage system of the site or surface waters of the state or an

MS4. Under no circumstance shall wastewater from the washout of concrete trucks, stucco, paint, form release oils, curing compounds, and other construction materials be discharged directly into a drainage channel, storm sewer or surface waters of the state. Also, no pollutants from vehicle fuel, oils, or other vehicle fluids can be discharged to surface waters of the state. No exposure of stormwater to waste materials is recommended. The SWP3 must include methods to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, and sanitary waste to precipitation, stormwater runoff, and snow melt. In accordance with Part II.D.3, the SWP3 shall include measures to prevent and respond to chemical spills and leaks. You may also reference the existence of other plans (i.e., Spill Prevention Control and Countermeasure (SPCC) plans, spill control programs, Safety Response Plans, etc.) provided that such plan addresses conditions of this permit condition and a copy of such plan is maintained on site.

- ii. **Off-site traffic.** Off-site vehicle tracking of sediments and dust generation shall be minimized. In accordance with Part II.D.1, the SWP3 shall include methods to minimize the discharge of pollutants from equipment and vehicle washing, wheel washwater, and other washwaters. No detergents may be used to wash vehicles. Washwaters shall be treated in a sediment basin or alternative control that provides equivalent treatment prior to discharge.
- iii. **Compliance with other requirements.** The SWP3 shall be consistent with applicable State and/or local waste disposal, sanitary sewer or septic system regulations, including provisions prohibiting waste disposal by open burning and shall provide for the proper disposal of contaminated soils to the extent these are located within the permitted area.
- iv. **Trench and ground water control.** In accordance with Part II.C, there shall be no turbid discharges to surface waters of the state resulting from dewatering activities. If trench or ground water contains sediment, it shall pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag or comparable practice. Ground water which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care must be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.
- v. **Contaminated Sediment.** Where construction activities are to occur on sites with contamination from previous activities, operators shall be aware that concentrations of materials that meet other criteria (is not considered a Hazardous Waste, meeting VAP standards, etc.) may still result in stormwater discharges in excess of Ohio Water Quality Standards. Such discharges are not authorized by this permit. Appropriate BMPs include, but are not limited to:

- The use of berms, trenches, and pits to collect contaminated runoff and prevent discharges;
- Pumping runoff into a sanitary sewer (with prior approval of the sanitary sewer operator) or into a container for transport to an appropriate treatment/disposal facility; and
- Covering areas of contamination with tarps or other methods that prevent stormwater from coming into contact with the material.

Operators should consult with Ohio EPA Division of Surface Water prior to seeking permit coverage.

- h. Maintenance. All temporary and permanent control practices shall be maintained and repaired as needed to ensure continued performance of their intended function. All sediment control practices must be maintained in a functional condition until all up-slope areas they control are permanently stabilized. The SWP3 shall be designed to minimize maintenance requirements. The applicant shall provide a description of maintenance procedures needed to ensure the continued performance of control practices.
- i. Inspections. The permittee shall assign “qualified inspection personnel” to conduct inspections to ensure that the control practices are functional and to evaluate whether the SWP3 is adequate and properly implemented in accordance with the schedule proposed in Part III.G.1.h of this permit or whether additional control measures are required. At a minimum, procedures in a SWP3 shall provide that all controls on the site are inspected:
- after any storm event greater than one-half inch of rain per 24-hour period by the end of the next calendar day, excluding weekends and holidays unless work is scheduled; and
 - once every seven calendar days.

The inspection frequency may be reduced to at least once every month for dormant sites if:

- the entire site is temporarily stabilized or
- runoff is unlikely due to weather conditions for extended periods of time (e.g., site is covered with snow, ice, or the ground is frozen).

The beginning and ending dates of any reduced inspection frequency shall be documented in the SWP3. Once a definable area has achieved final stabilization, the area may be marked on the SWP3 and no further inspection requirements shall apply to that portion of the site.

Following each inspection, a checklist must be completed and signed by the qualified inspection personnel representative. Inspection reports may be prepared, signed, and kept electronically, rather than in paper form, if the records are: (a) in a format that can be read in a similar manner as a paper record; (b) legally dependable with no less evidentiary value than their paper equivalent; and (c) immediately accessible to the inspector during an inspection to the same extent as a paper copy stored at the site would be, if the records were stored in

paper form. For additional guidance on the proper practices to follow for the electronic retention of inspection report records, refer to this general permit's Fact Sheet at <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/storm-water-discharges-from-small-and-large-construction-activities--general-permit>. At a minimum, the inspection report shall include:

- i. the inspection date;
- ii. names, titles, and qualifications of personnel making the inspection;
- iii. weather information for the period since the last inspection (or since commencement of construction activity if the first inspection) including a best estimate of the beginning of each storm event, duration of each storm event, approximate amount of rainfall for each storm event (in inches), and whether any discharges occurred;
- iv. weather information and a description of any discharges occurring at the time of the inspection;
- v. location(s) of discharges of sediment or other pollutants from the site;
- vi. location(s) of BMPs that need to be maintained;
- vii. location(s) of BMPs that failed to operate as designed or proved inadequate for a particular location;
- viii. location(s) where additional BMPs are needed that did not exist at the time of inspection; and
- ix. corrective action required including any changes to the SWP3 necessary and implementation dates.

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of or the potential for pollutants entering the drainage system. Erosion and sediment control measures identified in the SWP3 shall be observed to ensure that those are operating correctly. Discharge locations shall be inspected to ascertain whether erosion and sediment control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site vehicle tracking.

The permittee shall maintain for three years following the submittal of a notice of termination form, a record summarizing the results of the inspection, names(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWP3 and a certification as to whether the facility is in compliance with the SWP3 and the permit and identify any incidents of non-compliance. The record and certification shall be signed in accordance with Part V.G. of this permit.

- i. **When practices require repair or maintenance.** If the inspection reveals that a control practice is in need of repair or maintenance, with the exception of a sediment settling pond, it shall be repaired or maintained within 3 days of the inspection. Sediment settling ponds shall be repaired or maintained within 10 days of the inspection.
- ii. **When practices fail to provide their intended function.** If the inspection reveals that a control practice fails to perform its intended

function and that another, more appropriate control practice is required, the SWP3 shall be amended and the new control practice shall be installed within 10 days of the inspection.

- iii. **When practices depicted on the SWP3 are not installed.** If the inspection reveals that a control practice has not been implemented in accordance with the schedule contained in Part III.G.1.h of this permit, the control practice shall be implemented within 10 days from the date of the inspection. If the inspection reveals that the planned control practice is not needed, the record shall contain a statement of explanation as to why the control practice is not needed.
3. Approved State or local plans. All dischargers regulated under this general permit must comply, except those exempted under state law, with the lawful requirements of municipalities, counties and other local agencies regarding discharges of stormwater from construction activities. All erosion and sediment control plans and stormwater management plans approved by local officials shall be retained with the SWP3 prepared in accordance with this permit. Applicable requirements for erosion and sediment control and stormwater management approved by local officials are, upon submittal of a NOI form, incorporated by reference and enforceable under this permit even if they are not specifically included in an SWP3 required under this permit. When the project is located within the jurisdiction of a regulated municipal separate storm sewer system (MS4), the permittee shall certify that the SWP3 complies with the requirements of the stormwater management program of the MS4 operator.
4. Exceptions. If specific site conditions prohibit the implementation of any of the erosion and sediment control practices contained in this permit or site-specific conditions are such that implementation of any erosion and sediment control practices contained in this permit will result in no environmental benefit, then the permittee shall provide justification for rejecting each practice based on site conditions. Exceptions from implementing the erosion and sediment control standards contained in this permit will be approved or denied on a case-by-case basis.

The permittee may request approval from Ohio EPA to use alternative methods to satisfy conditions in this permit if the permittee can demonstrate that the alternative methods are sufficient to protect the overall integrity of receiving streams and the watershed. Alternative methods will be approved or denied on a case-by-case basis.

PART IV. NOTICE OF TERMINATION REQUIREMENTS

A. Failure to notify.

The terms and conditions of this permit shall remain in effect until a signed Notice of Termination (NOT) form is submitted and permit coverage is terminated by Ohio EPA. Failure to submit an NOT constitutes a violation of this permit and may affect the ability of the permittee to obtain general permit coverage in the future.

B. When to submit an NOT.

1. Permittees wishing to terminate coverage under this permit shall submit an NOT form in accordance with Part V.G. of this permit. Compliance with this permit is required until an NOT form is submitted and permit coverage is terminated by Ohio EPA. Prior to submitting the NOT form, the permittee shall conduct a site inspection in accordance with Part III.G.2.i of this permit and have a maintenance plan in place to ensure all post-construction BMPs will be maintained in perpetuity.
2. All permittees shall submit an NOT form within 45 days of completing all permit requirements. Enforcement actions may be taken if a permittee submits an NOT form without meeting one or more of the following conditions:
 - a. Final stabilization (see definition in Part VII) has been achieved on all portions of the site for which the permittee is responsible (including, if applicable, returning agricultural land to its pre-construction agricultural use);
 - b. Another operator(s) has assumed control over all areas of the site that have not been finally stabilized;
 - c. A maintenance plan is in place to ensure all post construction BMPs are adequately maintained in the long-term;
 - d. For non-residential developments, all elements of the stormwater pollution prevention plan have been completed, the disturbed soil at the identified facility have been stabilized and temporary erosion and sediment control measures have been removed at the appropriate time, or all stormwater discharges associated with construction activity from the identified facility that are authorized by the above referenced NPDES general permit have otherwise been eliminated. (i) For residential developments only, temporary stabilization has been completed and the lot, which includes a home, has been transferred to the homeowner; (ii) final stabilization has been completed and the lot, which does not include a home, has been transferred to the property owner; (iii) no stabilization has been implemented on a lot, which includes a home, and the lot has been transferred to the homeowner; or
 - e. An exception has been granted under Part III.G.4.

C. How to submit an NOT.

To terminate permit coverage, the permittee shall submit a complete and accurate Notice of Termination (NOT) form using Ohio EPA's electronic application form which is available through the Ohio EPA eBusiness Center at: <https://ebiz.epa.ohio.gov/>. Submission through the Ohio EPA eBusiness Center will require establishing an Ohio EPA eBusiness Center account and obtaining a unique Personal Identification Number (PIN) for final submission of the NOT. Existing eBusiness Center account holders can access the NOT form through their existing account and submit using their existing PIN. Please see the following link for guidance: <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/electronic-business-services-sub/streams>. Alternatively, if you are unable to access the NOT form through the agency eBusiness Center due to a demonstrated hardship, the NOT may be submitted on paper NOT forms provided by Ohio EPA. NOT information shall be typed on the form. Please contact

Ohio EPA, Division of Surface Water at (614) 644-2001 if you wish to receive a paper NOT form.

PART V. STANDARD PERMIT CONDITIONS.

A. Duty to comply.

The permittee shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of ORC Chapter 6111 and is grounds for enforcement action.

Ohio law imposes penalties and fines for persons who knowingly make false statements or knowingly swear or affirm the truth of a false statement previously made.

B. Continuation of an expired general permit.

An expired general permit continues in force and effect until a new general permit is issued.

C. Need to halt or reduce activity not a defense.

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to mitigate.

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Duty to provide information.

The permittee shall furnish to the director, within 10 days of written request, any information which the director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the director upon request copies of records required to be kept by this permit.

F. Other information.

When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the NOI, SWP3, NOT or in any other report to the director, he or she shall promptly submit such facts or information.

G. Signatory requirements.

All NOIs, NOTs, SWP3s, reports, certifications or information either submitted to the director or that this permit requires to be maintained by the permittee, shall be signed.

1. These items shall be signed as follows:

- a. For a corporation: By a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:
 - i. A president, secretary, treasurer or vice-president of the corporation in charge of a principal business function or any other person who performs similar policy or decision-making functions for the corporation; or
 - ii. The manager of one or more manufacturing, production or operating facilities, provided, the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
 - b. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively; or
 - c. For a municipality, State, Federal or other public agency: By either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of U.S. EPA).
2. All reports required by the permits and other information requested by the director shall be signed by a person described in Part V.G.1 of this permit or by a duly authorized representative of that person. A person is a duly authorized representative only if:
- a. The authorization is made in writing by a person described in Part V.G.1 of this permit and submitted to the director;
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator of a well or well field, superintendent, position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and
 - c. The written authorization is submitted to the director.
3. Changes to authorization. If an authorization under Part V.G.2 of this permit is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part V.G.2 of

this permit must be submitted to the director prior to or together with any reports, information or applications to be signed by an authorized representative.

H. Certification.

Any person signing documents under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

I. Oil and hazardous substance liability.

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject under section 311 of the CWA or 40 CFR Part 112. 40 CFR Part 112 establishes procedures, methods and equipment and other requirements for equipment to prevent the discharge of oil from non-transportation-related onshore and offshore facilities into or upon the navigable surface waters of the state or adjoining shorelines.

J. Property rights.

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

K. Severability.

The provisions of this permit are severable and if any provision of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

L. Transfers.

Ohio NPDES general permit coverage is transferable. Ohio EPA must be notified in writing sixty days prior to any proposed transfer of coverage under an Ohio NPDES general permit. The transferee must inform Ohio EPA it will assume the responsibilities of the original permittee transferor.

M. Environmental laws.

No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

N. Proper operation and maintenance.

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of SWP3s. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

O. Inspection and entry.

The permittee shall allow the director or an authorized representative of Ohio EPA, upon the presentation of credentials and other documents as may be required by law, to:

1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment); and
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

P. Duty to Reapply.

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit.

Q. Permit Actions.

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

R. Bypass.

The provisions of 40 CFR Section 122.41(m), relating to "Bypass," are specifically incorporated herein by reference in their entirety. For definition of "Bypass," see Part VII.C.

S. Upset.

The provisions of 40 CFR Section 122.41(n), relating to "Upset," are specifically incorporated herein by reference in their entirety. For definition of "Upset," see Part VII.GG.

T. Monitoring and Records.

The provisions of 40 CFR Section 122.41(j), relating to "Monitoring and Records," are specifically incorporated herein by reference in their entirety.

U. Reporting Requirements.

The provisions of 40 CFR Section 122.41(l), relating to "Reporting Requirements," are specifically incorporated herein by reference in their entirety.

V. General Effluent Limitation

The effluent shall, at all times, be free of substances:

1. In amounts that will settle to form putrescent, or otherwise objectionable, sludge deposits; or that will adversely affect aquatic life or waterfowl;
2. Of an oily, greasy, or surface-active nature, and of other floating debris, in amounts that will form noticeable accumulations of scum, foam, or sheen;
3. In amounts that will alter the natural color or odor of the receiving water to such degree as to create a nuisance;
4. In amounts that either singly or in combination with other substances are toxic to human, animal, or aquatic life;
5. In amounts that are conducive to the growth of aquatic weeds or algae to the extent that such growth become inimical to more desirable forms of aquatic life, or create conditions that are unsightly, or constitute a nuisance in any other fashion;
6. In amounts that will impair designated instream or downstream water uses.

PART VI. REOPENER CLAUSE

If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with construction activity covered by this permit, the permittee of such discharge may be required to obtain coverage under an individual permit or an alternative general permit in accordance with Part I.C of this permit or the permit may be modified to include different limitations and/or requirements.

Permit modification or revocation will be conducted according to ORC Chapter 6111.

PART VII. DEFINITIONS

- A. "Act" means Clean Water Act (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972) Pub. L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483, Pub. L. 97-117 and Pub. L. 100-4, 33 U.S.C. 1251 et. seq.
- B. "Bankfull channel" means a channel flowing at channel capacity and conveying the bankfull discharge. Delineated by the highest water level that has been maintained for a sufficient period of time to leave evidence on the landscape, such as the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial or the point at which the clearly scoured substrate of the stream ends and terrestrial vegetation begins.

- C. “Bankfull discharge” means the streamflow that fills the main channel and just begins to spill onto the floodplain; it is the discharge most effective at moving sediment and forming the channel.
- D. “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, maintenance procedures and other management practices (both structural and non-structural) to prevent or reduce the pollution of surface waters of the state. BMP's also include treatment requirements, operating procedures and practices to control plant and/or construction site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.
- E. “Bypass” means the intentional diversion of waste streams from any portion of a treatment facility.
- F. “Channelized stream” means the definition set forth in Section 6111.01 (M) of the ORC.
- G. “Commencement of construction” means the initial disturbance of soils associated with clearing, grubbing, grading, placement of fill, or excavating activities or other construction activities.
- H. “Concentrated stormwater runoff” means any stormwater runoff which flows through a drainage pipe, ditch, diversion or other discrete conveyance channel.
- I. “Director” means the director of the Ohio Environmental Protection Agency.
- J. “Discharge” means the addition of any pollutant to the surface waters of the state from a point source.
- K. “Disturbance” means any clearing, grading, excavating, filling, or other alteration of land surface where natural or man-made cover is destroyed in a manner that exposes the underlying soils.
- L. “Drainage watershed” means for purposes of this permit the total contributing drainage area to a BMP, i.e., the “watershed” directed to the practice. This would also include any off-site drainage.
- M. “Final stabilization” means that either:
 - 1. All soil disturbing activities at the site are complete and a uniform perennial vegetative cover (e.g., evenly distributed, without large bare areas) with a density of at least 70 percent cover for the area has been established on all unpaved areas and areas not covered by permanent structures or equivalent stabilization measures (such as the use of mulches, rip-rap, gabions or geotextiles) have been employed. In addition, all temporary erosion and sediment control practices are removed and disposed of and all trapped sediment is permanently stabilized to prevent further erosion; or
 - 2. For individual lots in residential construction by either:
 - a. The homebuilder completing final stabilization as specified above or

- b. The homebuilder establishing temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for and benefits of, final stabilization. (Homeowners typically have an incentive to put in the landscaping functionally equivalent to final stabilization as quick as possible to keep mud out of their homes and off sidewalks and driveways.); or
3. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its pre-construction agricultural use. Areas disturbed that were previously used for agricultural activities, such as buffer strips immediately adjacent to surface waters of the state and which are not being returned to their pre-construction agricultural use, must meet the final stabilization criteria in (1) or (2) above.
- N. “General contractor” – for the purposes of this permit, the primary individual or company solely accountable to perform a contract. The general contractor typically supervises activities, coordinates the use of subcontractors, and is authorized to direct workers at a site to carry out activities required by the permit.
- O. “Individual lot NOI” means a Notice of Intent for an individual lot to be covered by this permit (see Part I of this permit).
- P. “Larger common plan of development or sale”- means a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.
- Q. “MS4” means municipal separate storm sewer system which means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels or storm drains) that are:
1. Owned or operated by the federal government, state, municipality, township, county, district(s) or other public body (created by or pursuant to state or federal law) including special district under state law such as a sewer district, flood control district or drainage districts or similar entity or a designated and approved management agency under section 208 of the act that discharges into surface waters of the state; and
 2. Designed or used for collecting or conveying solely stormwater,
 3. Which is not a combined sewer and
 4. Which is not a part of a publicly owned treatment works.
- R. “National Pollutant Discharge Elimination System (NPDES)” means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits and enforcing pretreatment requirements, under sections 307, 402, 318 and 405 of the CWA. The term includes an “approved program.”
- S. “Natural channel design” means an engineering technique that uses knowledge of the natural process of a stream to create a stable stream that will maintain its form and function over time.

- T. “NOI” means notice of intent to be covered by this permit.
- U. “NOT” means notice of termination.
- V. “Operator” means any party associated with a construction project that meets either of the following two criteria:
1. The party has day-to-day operational control of all activities at a project which are necessary to ensure compliance with a SWP3 for the site and all permit conditions including the ability to authorize modifications to the SWP3, construction plans and site specification to ensure compliance with the General Permit, or
 2. Property owner meets the definition of operator should the party which has day to day operational control require additional authorization from the owner for modifications to the SWP3, construction plans, and/or site specification to ensure compliance with the permit or refuses to accept all responsibilities as listed above (Part VII.V.1).

Subcontractors generally are not considered operators for the purposes of this permit. As set forth in Part I.F.1, there can be more than one operator at a site and under these circumstances, the operators shall be co-permittees.

- W. “Ordinary high water mark” means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.
- X. “Owner or operator” means the owner or operator of any “facility or activity” subject to regulation under the NPDES program.
- Y. “Permanent stabilization” means the establishment of permanent vegetation, decorative landscape mulching, matting, sod, rip rap and landscaping techniques to provide permanent erosion control on areas where construction operations are complete or where no further disturbance is expected for at least one year.
- Z. “Percent imperviousness” means the impervious area created divided by the total area of the project site.
- AA. “Point source” means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or the floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.
- BB. “Qualified inspection personnel” means a person knowledgeable in the principles and practice of erosion and sediment controls, who possesses the skills to assess all conditions at the construction site that could impact stormwater quality and to assess

the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.

- CC. “Rainwater and Land Development” is a manual describing construction and post-construction best management practices and associated specifications. A copy of the manual is maintained on the Ohio EPA website.
- DD. “Riparian area” means the transition area between flowing water and terrestrial (land) ecosystems composed of trees, shrubs and surrounding vegetation which serve to stabilize erodible soil, improve both surface and ground water quality, increase stream shading and enhance wildlife habitat.
- EE. “Runoff coefficient” means the fraction of total rainfall that will appear at the conveyance as runoff.
- FF. “Sediment settling pond” means a sediment trap, sediment basin or permanent basin that has been temporarily modified for sediment control, as described in the latest edition of the Rainwater and Land Development manual.
- GG. “State isolated wetland permit requirements” means the requirements set forth in Sections 6111.02 through 6111.029 of the ORC.
- HH. “Stormwater” means stormwater runoff, snow melt and surface runoff and drainage.
- II. “Steep slopes” means slopes that are 15 percent or greater in grade. Where a local government or industry technical manual has defined what is to be considered a “steep slope,” this permit’s definition automatically adopts that definition.
- JJ. “Stream edge” means the ordinary high water mark.
- KK. “Subcontractor” – for the purposes of this permit, an individual or company that takes a portion of a contract from the general contractor or from another subcontractor.
- LL. “Surface waters of the state” or “water bodies” means all streams, lakes, reservoirs, ponds, marshes, wetlands or other waterways which are situated wholly or partially within the boundaries of the state, except those private waters which do not combine or effect a junction with natural surface or underground waters. Waters defined as sewerage systems, treatment works or disposal systems in Section 6111.01 of the ORC are not included.
- MM. “SWP3” means stormwater pollution prevention plan.
- NN. “Upset” means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

- OO. “Temporary stabilization” means the establishment of temporary vegetation, mulching, geotextiles, sod, preservation of existing vegetation and other techniques capable of quickly establishing cover over disturbed areas to provide erosion control between construction operations.

- PP. “Water Quality Volume (WQ_v)” means the volume of stormwater runoff which must be captured and treated prior to discharge from the developed site after construction is complete.

APPENDICES

Appendix A Big Darby Creek Watershed

CONTENTS OF THIS APPENDIX

- A.1 Permit Area
- A.2 TMDL Conditions
- A.3 Sediment Settling Ponds and Sampling
- A.4 Post-Construction Stormwater Management Selection
- A.5 Riparian Setback Requirements
- A.6 Riparian Setback Mitigation
- A.7 Groundwater Recharge Requirements
- A.8 Groundwater Recharge mitigation
- Attachment A-A: Big Darby Creek Watershed Map
- Attachment A-B: Stream Assessment and Restoration

A.1 Permit Area.

This appendix to Permit OHC00006 applies to the entire Big Darby Creek Watershed located within the State of Ohio. Please see Attachment A for permit area boundaries.

A.2 TMDL Conditions.

This general permit requires control measures/BMPs for construction sites that reflect recommendations set forth in the U.S. EPA approved Big Darby Creek TMDL.

A.3 Sediment Settling Ponds and Sampling

Sediment settling ponds additional conditions. The sediment settling pond shall be sized to provide a minimum dewatering volume of 134 cubic yards per acre of drainage area and maintain a target discharge performance standard of 45 mg/l Total Suspended Solids (TSS) or 50 Nephelometric Turbidity Units (NTUs) up to a 0.75-inch rainfall event within a 24-hour period. Unless infeasible, sediment settling ponds must be dewatered at the pond surface using a skimmer or equivalent device. The depth of the sediment settling pond must be less than or equal to five feet. Sediment must be removed from the sediment settling pond when the design capacity has been reduced by 40 percent (This is typically reached when sediment occupies one-half of the basin depth).

Silt Fence and Diversions. For sites five or more acres in size, the use of sediment barriers as a primary sediment control is prohibited. Centralized sediment basins shall be used for sites 5 or more acres in size. Diversions shall direct all stormwater runoff from the disturbed areas to the impoundment intended for sediment control. The sediment basins and associated diversions shall be implemented prior to the major earth disturbing activity.

The permittee shall sample in accordance with sampling procedures outlined in 40 CFR 136. Sampling shall occur as follows:

- i. Occur at the outfall of each sediment settling pond associated with the site. Each associated outfall shall be identified by a three-digit number (001, 002, etc.);

- ii. The applicable rainfall event for sampling to occur shall be a rainfall event of 0.25-inch to a 0.75-inch rainfall event to occur within a 24-hour period. Grab sampling shall be initiated at a site within 14 days, or the first applicable rainfall event thereafter, once upslope disturbance of each sampling location is initiated and shall continue on a quarterly basis. Quarterly periods shall be represented as January - March, April - June, July - September and October - December. Sampling results shall be retained on site and available for inspection.

If any sample is greater than the performance standard of 45 mg/l TSS or 50 NTUs, the permittee shall modify the SWP3 and install/implement new control practice(s) within 10 days to ensure the performance standard is maintained. Within 3 days of improvement(s), or the first applicable rainfall event thereafter, the permittee shall resample to ensure SWP3 modifications maintain the performance standard target.

For each sample taken, the permittee shall record the following information:

- the outfall and date of sampling;
- the person(s) who performed the sampling;
- the date the analyses were performed on those samples;
- the person(s) who performed the analyses;
- the analytical techniques or methods used; and
- the results of all analyses.

Both quarterly and sampling results following a discharge target exceedance shall be retained on site and available for inspection.

A.4 Post-Construction Stormwater Management Selection.

For all construction activities authorized under this permit that fall within the watershed of the Big Darby Creek, a Table 4b practice shall be used to treat stormwater runoff for pollutants, to reduce adverse impacts on receiving waters, and to further support groundwater recharge if feasible. The applicant must provide a justification in the SWP3 why the use of table 4b practices are not feasible. The justification must address limiting factors which would prohibit the project going forward should Table 4b practices be required. Please note that practices selected will require approval from the regulated MS4.

A.5 Riparian Setback Requirements.

The SWP3 shall clearly delineate the boundary of required stream setback distances. No construction activity shall occur, without appropriate mitigation, within the delineated setback boundary except activities associated with restoration or recovery of natural floodplain and channel form characteristics as described in Attachment B, stormwater conveyances from permanent treatment practices and approvable utility crossings. Such conveyances must be designed to minimize the width of disturbance. If intrusion within the delineated setback boundary is necessary to accomplish the purposes of a project, then mitigation shall be required in accordance with Appendix A.6 of this permit. Streams requiring protection under this section are defined as perennial, intermittent or jurisdictional ephemeral streams with a defined bed, bank or channel. National Resources Conservation Service (NRCS) soil survey maps should be used as one

reference and the presence of a stream requiring protection should also be confirmed in the field. Any required setback distances shall be clearly displayed in the field prior to any construction related activity.

Riparian setbacks distance shall be delineated based upon one of the following two methods:

- i. The setback distance shall be sized as the greater of the following:
 1. The regulatory 100-year floodplain based on FEMA mapping;
 2. A minimum of 100 feet from the top of the streambank on each side; or
 3. A distance calculated using the following equation:

$$W = 133DA^{0.43} \quad (\text{Equation 1, Appendix A})$$

where:

DA = drainage area (mi²)

W = total width of riparian setback (ft)

W shall be centered over the meander pattern of the stream such that a line representing the setback width would evenly intersect equal elevation lines on either side of the stream.

If the DA remains relatively constant throughout the stretch of interest, then the DA of the downstream edge of the stretch should be used. Where there is a significant increase in the DA from the upstream edge to the downstream edge of the area of interest, the setback width shall increase accordingly.

- ii. **Stream Restoration with 100 feet (each side) Riparian Setback.** Each stream segment within the proposed site boundaries can be assessed in accordance with Attachment B, Part 1. In the event the stream segment is classified as a "Previously Modified Low Gradient Headwater Stream", the permittee has the option to restore the stream segment in accordance with Attachment B and include a 100-foot water quality setback distance from the top of the streambank on each side. In the event the stream segment exceeds the minimum criteria in Attachment B to be classified as a "Previously Modified Low Gradient Headwater Stream," this Appendix A, Attachment B may be considered on a case-by-case basis.

No structural sediment controls (e.g., the installation of sediment barriers or a sediment settling pond) or structural post-construction controls shall be used in a surface water of the State or the delineated setback corridor.

Previously developed projects (as defined in Part III.G.2.e.) located within the delineated setback boundary are exempt from Riparian Setback Mitigation (A.6) provided the proposed project does not further intrude into the delineated setback boundary.

Linear transportation projects which are caused solely by correcting safety related issues, mandates of modern design requirements and/or resulting from other mitigation activities are exempt from Riparian Setback Mitigation (Appendix A, A.6) if less than one acre of total new right-of-way is associated with the project. **A.6 Riparian Setback Mitigation.**

The mitigation required for intrusion into the riparian setback shall be determined by the horizontal distance the intrusion is from the stream. Up to three zones will be used in determining the required mitigation. Zone 1 extends from 0 to 25 feet from the stream edge. Zone 2 extends from 25 to 100 feet from the stream edge, and Zone 3 extends from 100 feet to the outer edge of the setback corridor. Intrusion into these zones will require the following mitigation within the same Watershed Assessment Unit (12-digit HUC scale):

- i. Four times the total area disturbed in the stream and within Zone 1 of the site being developed shall be mitigated within Zone 1 of the mitigation location.
- ii. Three times the area disturbed within Zone 2 of the site being developed shall be mitigated within Zones 1 and/or 2 of the mitigation location.
- iii. Two times the area disturbed within Zone 3 of the site being developed shall be mitigated within any zone of the mitigation location.

In lieu of mitigation ratios found within in this section, linear transportation projects which result in total new right-of-way greater than one acre and less than two acres, which are caused solely by correcting safety related issues, mandates of modern design requirements and/or resulting from other mitigation activities, shall provide Riparian Setback Mitigation at a ratio of 1.5 to 1.

All mitigation shall, at a minimum, include conserved or restored setback zone and should be designed to maximize the ecological function of the mitigation. Including mitigation at the stream edge along with associated setback areas is one way to maximize ecological function. Mitigation shall be protected in perpetuity by binding conservation easements or environmental covenants which must be recorded within 6 months of receiving permit authorization. Granting of binding conservation easements or environmental covenants protected in perpetuity for land outside of disturbed area but within a required riparian setback counts towards required mitigation.

Mitigation may also be satisfied by approved pooled mitigation areas and in-lieu fee sponsored mitigation areas. Mitigation resulting from State or Federal environmental regulations may be adjusted in recognition of these requirements.

A.7 Groundwater Recharge Requirements.

The SWP3 shall ensure that the overall site post-development groundwater recharge equals or exceeds the pre-development groundwater recharge. The SWP3 shall describe the conservation development strategies, BMPs and other practices deemed necessary by the permittee to maintain or improve pre-development rates of

groundwater recharge. Pre-development and post-development groundwater recharge shall be calculated using the following equation:

i. $Vre_x = A_x * Dre_x / 12$ (Equation 2, Appendix A)

where:

- X = represents a land use and hydrologic soil group pair
- Vre_x = volume of total annual recharge from land use-soil group X (in acre-ft)
- Dre_x = depth of total annual recharge associated with land use-soil group X from Tables 1 or 2 (in inches)
- A_x = area of land use-soil group X (in acres)

Table A-1 values should be used for land where the underlying geology indicates a potential for downward migration of groundwater. Table A-1 values represent the combined total groundwater recharge potential including groundwater contribution to stream baseflow and to the underlying bedrock aquifer. The potential for downward migration can be determined from a comparison of the potentiometric maps for the glacial and bedrock aquifers. Use Table A-2 when this potential is unlikely to exist. See attachment B for a map of Table A-1 and A-2 areas. Detailed potentiometric maps for the Franklin county portion of the Darby watershed, and coarse potentiometric maps for the Darby watershed outside of Franklin County and hydrologic soil group data are available at:

<https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program>.

Table A-1 (Appendix A) Annual Average Expected Total Groundwater Recharge³

	Density (DU ¹ /acre)	% Impervious	Recharge (inches) by Hydrologic Soil Group ²			
			A	B	C	D
Apply the following land covers when calculating an area-weighted average value for the site.⁴						
Woods / Forest	-	-	17.0	16.6	15.6	14.6
Brush	-	-	17.0	16.6	15.6	14.6
Meadow	-	-	17.0	16.5	15.4	14.4
Managed Wood	-	-	16.9	16.0	14.7	13.4
Pasture	-	-	16.5	15.9	14.4	13.0
Row Crop	-	-	15.8	14.2	11.9	8.1
Urban Grasses	-	-	15.7	15.7	14.2	12.7
Impervious	-	-	0.0	0.0	0.0	0.0
Alternatively, the following land use average values may be applied to the site as a whole.⁵						
Low Density Residential	0.5	12%	15.7	15.7	14.2	12.7
Low Density Residential	1	20%	14.8	14.8	13.7	12.2
Medium Density Residential	2	25%	11.5	11.5	11.5	11.5
Medium Density Residential	3	30%	11.2	11.2	11.2	11.2
Medium Density Residential	4	38%	9.6	9.6	9.6	9.6
High Density Residential	≥5	65%	7.3	7.3	7.3	7.3
Commercial & Road Right-of-Way ⁴	-	90%	4.3	4.3	4.3	4.3

¹ DU = Dwelling Units

² Hydrologic soil group designations of A/D, B/D, and C/D should be considered as D soils for this application.

³ These values apply when recharge of the aquifer is expected; recharge to the bedrock aquifer can be expected when the potentiometric head of the glacial aquifer is greater than the bedrock aquifer.

⁴). These values may be used where total pervious and impervious areas within the development are tabulated separately..

⁵ These values may only be used for an area as a whole (includes impervious and pervious areas).

Table A-2 (Appendix A) Annual Average Expected Baseflow Recharge³

	Density (DU ¹ /acre)	% Impervious	Recharge (inches) by Hydrologic Soil Group ²			
			A	B	C	D
Apply the following land covers when calculating an area-weighted average value for the site.⁴						
Woods / Forest	-	-	11.8	11.4	10.7	9.9
Brush	-	-	11.7	11.4	10.7	9.9
Meadow	-	-	11.8	11.3	10.6	9.8
Managed Wood	-	-	11.7	11.0	10.0	9.1
Pasture	-	-	11.3	11.0	9.9	8.9
Row Crop	-	-	11.1	10.1	9.0	6.2
Urban Grasses	-	-	11.2	11.2	10.3	9.3
Impervious	-	-	0.0	0.0	0.0	0.0
Alternatively, the following land use average values may be applied to the site as a whole.⁵						
Low Density Residential	0.5	12%	11.2	11.2	10.3	9.3
Low Density Residential	1	20%	9.5	9.5	9.0	8.6
Medium Density Residential	2	25%	7.8	7.8	7.8	7.8
Medium Density Residential	3	30%	7.6	7.6	7.6	7.6
Medium Density Residential	4	38%	6.5	6.5	6.5	6.5
High Density Residential	≥5	65%	5.0	5.0	5.0	5.0
Commercial & Road Right-of-Way ⁴	-	90%	2.9	2.9	2.9	2.9

¹ DU = Dwelling Units

² Hydrologic soil group designations of A/D, B/D, and C/D should be considered as D soils for this application.

³ These values apply when no recharge of the aquifer is expected.

⁴ These values may be used where total impervious and pervious areas are tabulated separately.

⁵ These values may only be used for an area as a whole (includes impervious and pervious areas).

Table A-3 (Appendix A) Land Use Definitions

Land Use	Definition
Woods / Forest	Areas dominated by trees. Woods are protected from grazing and litter and brush adequately cover the soil.
Brush	Brush, weeds, grass mixture where brush is the major element and more than 75% of the ground is covered.
Meadow	Continuous grass, protected from grazing, generally mowed for hay.
Managed Wood	Orchards, tree farms, and other areas planted or maintained for the production of fruits, nuts, berries, or ornamentals.
Pasture	Pasture, grassland, or range where at least 50% of the ground is covered and the area is not heavily grazed.
Row Crop	Areas used to produce crops, such as corn, soybeans, vegetables, tobacco, and cotton.
Urban Grasses	Vegetation (primarily grasses) planted in developed settings for recreation, erosion control, or aesthetic purposes. Examples include parks, lawns, golf courses, airport grasses, and industrial site grasses.
Residential	Areas with a mixture of constructed materials and vegetation; the average % imperviousness and number of dwelling units per acre to determine the appropriate density is specified.
Commercial	Includes infrastructure (e.g. roads, railroads, etc.) and all highly developed areas not classified as High Intensity Residential.

- ii. The pre-development ground water recharge volume shall be calculated by determining the area of each land use-soil type pairing on the site of interest. The recharge associated with each such pairing multiplied by the area will give the pre-development volume of total groundwater recharge. The same shall be done for the post-development land use-soil type pairings.

Any activity that is expected to produce stormwater runoff with elevated concentrations of carcinogens, hydrocarbons, metals, or toxics is prohibited from infiltrating untreated stormwater from the area affected by the activity. The groundwater recharge mitigation requirement for areas affected by such activities must be met by methods which do not present a risk of groundwater contamination. The following land uses and activities are typically deemed stormwater hotspots:

Vehicle salvage yards and recycling facilities

- vehicle service and maintenance facilities (i.e. truck stops, gas stations)
- fleet storage areas (i.e. bus, truck)
- industrial sites subject to industrial stormwater permitting requirements
- bulk terminals
- marinas
- facilities that generate or store hazardous materials
- other land uses and activities as designated by individual review

The following land uses and activities are not normally considered hotspots:

- residential streets and rural highways
- residential development
- institutional development
- commercial and office developments
- non-industrial rooftops
- pervious areas, except golf courses and nurseries

The applicant may use structural BMPs within drinking water source protection areas for community public water systems only to the extent that the structural BMP(s) does not cause contaminants in the recharge waters to impact the ground water quality at levels that would cause an exceedance of the drinking water Maximum Contaminant Levels (OAC Section 3745-81 and 3745-82). To obtain a map of drinking water source protection areas for community public water systems contact Ohio EPA's Division of Drinking and Ground Waters at (614) 644-2752.

Linear transportation projects which are caused solely by correcting safety related issues, mandates of modern design requirements and/or resulting from other mitigation activities are exempt from Groundwater Recharge Mitigation (Appendix B, A.8) if less than one acre of total new right-of-way is associated with the project.

Protection of open space (infiltration areas) shall be by binding conservation easements that identify a third-party management agency, such as a

homeowners' association/condominium association, political jurisdiction or third-party land trust.

A.8 Groundwater Recharge Mitigation.

If the post-development recharge volume is less than the pre-development recharge volume, then mitigation will be required. Two options are available for most applications:

- i. The preferred method is to convert additional land to land use with higher recharge potential. The difference in groundwater recharge between the existing and converted land use recharge is the amount which can be used as recharge credit. Off-site Groundwater Recharge Mitigation shall occur within the same Watershed Assessment Unit (12-digit HUC scale) as the permitted site and preferably up-gradient and within a 2-mile radius.

Mitigation shall be protected in perpetuity by binding conservation easements or environmental covenants which must be recorded within 6 months of receiving permit authorization. Granting of binding conservation easements or environmental covenants protected in perpetuity for land outside of the disturbed area, but within a required riparian setback counts towards required mitigation. Mitigation may also be satisfied by approved pooled mitigation areas and in-lieu fee sponsored mitigation areas.

- ii. On-site structural and non-structural practices may also be used to achieve groundwater mitigation requirements by retaining and infiltrating on-site a minimum volume of stormwater runoff based on the area and hydrologic soil groups of disturbed soils. If these infiltrating practices are incorporated upstream of the water quality volume treatment practice, the volume of groundwater being infiltrated may be subtracted from the water quality volume for the purpose of meeting post-construction requirements. The on-site retention requirement is determined by the following formula:

$$V_{\text{retention}} = A_{\text{HSG-A}} * 0.90 \text{ in} + A_{\text{HSG-B}} * 0.75 \text{ in} + A_{\text{HSG-C}} * 0.50 \text{ in} + A_{\text{HSG-D}} * 0.25 \text{ in}$$

(Equation 3, Appendix A)

Where,

$V_{\text{retention}}$ = volume of runoff retained onsite using an approved infiltration practice

$A_{\text{HSG-x}}$ = area of each hydrologic soil group within the disturbed area

Table A-4: Hydrologic Soil Groups and On-site Retention Depth per Acre

Hydrologic Soil Group	HSG A	HSG B	HSG C	HSG D
Retention Depth (inches)	0.90	0.75	0.50	0.25

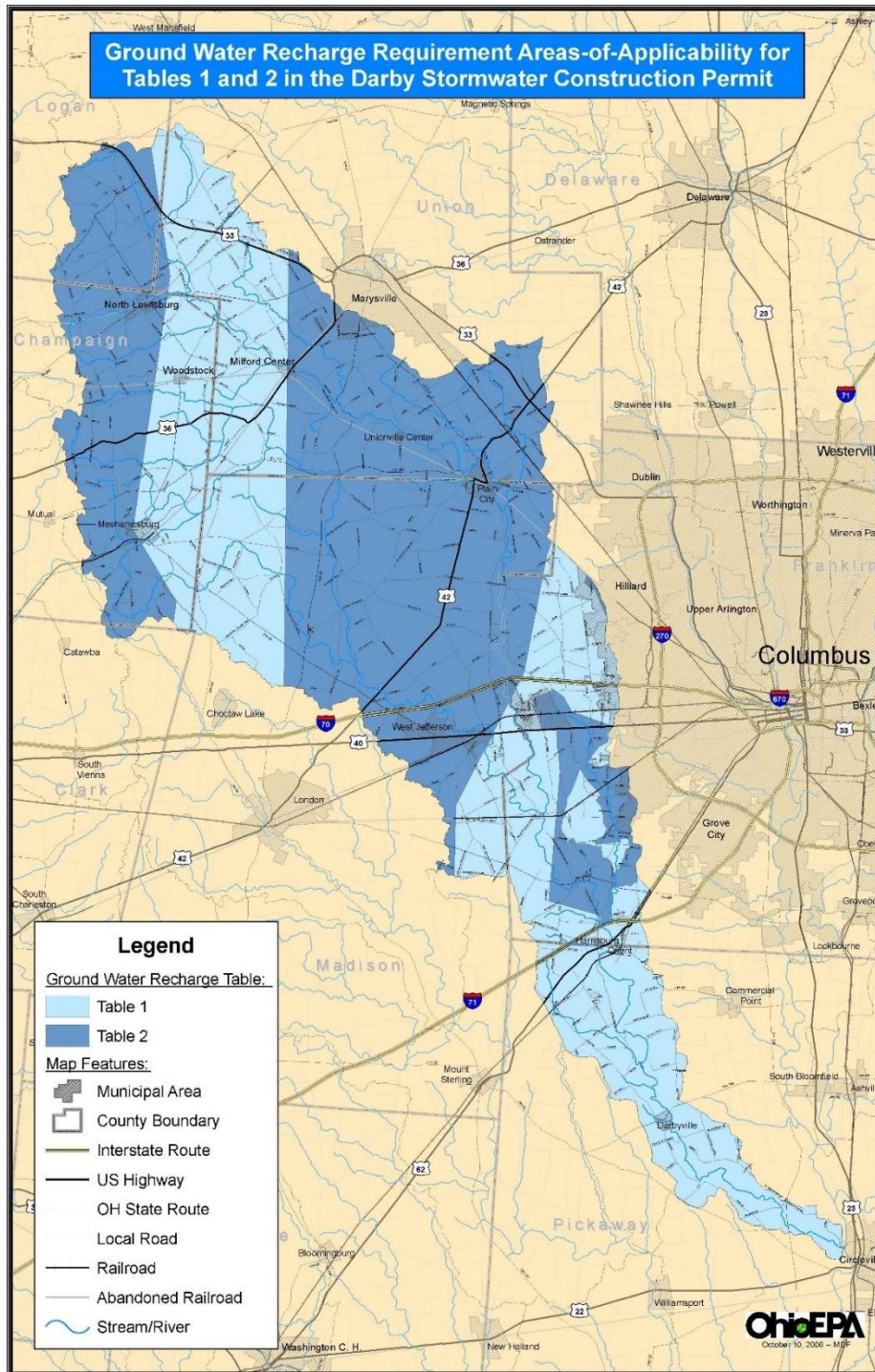
Retention volume ($V_{\text{retention}}$) provided by selected practices shall be determined using the runoff reduction method criteria as outlined in Part III.G.2.e, Ohio EPA's Runoff Reduction spreadsheet and supporting documentation in the Rainwater and Land Development manual. Hydrologic soil group (HSG) areas are to be determined by using the current version of SURRGO or Web Soil Survey soils information.

Appendix A Attachment A: Big Darby Creek Watershed



A more detailed map can be viewed at:
<https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program>

Appendix A Attachment B: Groundwater Recharge Areas



A more detailed map can be viewed at:
<https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program>

Appendix A Attachment B

Part 1 Stream Assessment

This assessment will determine if a stream is considered a previously channelized, low-gradient headwater stream (a drainage ditch may be a natural stream that has been channelized and can be restored) which would be applicable for stream restoration in lieu of protecting a setback as per Appendix A. A.5.i and ii.

In the event the assessment of the stream, meets all the criteria listed below, restoration (provided 401/404 permits are authorized) as depicted in Part 2 of this attachment, may be a means of reducing the setback distance required by A.5.i. (Appendix A).

Previously Channelized Low-Gradient Headwater Streams, shall for the purposes of this permit, be defined as having all of the following characteristics:

- Less than 10 square miles of drainage area
- Low gradient and low stream power such that despite their straightened and entrenched condition incision (down-cutting) is not evident
- Entrenched, entrenchment ratio < 2.2
- Straight, sinuosity of the bankfull channel < 1.02

Part 2 Restoration

Restoration shall be accomplished by any natural channel design approach that will lead to a self-maintaining reach able to provide both local habitat and watershed services (e.g. self-purification and valley floodwater storage).

- a. Construction of a floodplain, channel and habitat via natural channel design;
- b. Floodplain excavation necessary to promote interaction between stream and floodplain;
- c. Include a water quality setback of 100 feet from top of the streambank on each side.

The primary target regardless of design approach shall be the frequently flooded width, which shall be maximized, at 10 times the channel's self-forming width. Five times the self-forming channel width may still be acceptable particularly on portions of the site if greater widths are achieved elsewhere.

**Appendix B
Olentangy River Watershed**

CONTENTS OF THIS APPENDIX

- B.1 Permit Area
- B.2 TMDL Conditions
- B.3 Riparian Setback Requirements
- B.4 Riparian Setback Mitigation
- Attachment B-A: Area of Applicability for the Olentangy Watershed (Map)
- Attachment B-B: Stream Assessment and Restoration

B.1 Permit Area.

This appendix to Permit OHC00006 applies to specific portions of the Olentangy River Watershed located within the State of Ohio. The permit area includes the following 12-digit Hydrologic Unit Codes (HUC-12) within the Olentangy River Watershed:

12-Digit Hydrologic Unit Codes

12-Digit Hydrologic Unit Codes (HUC)	Narrative Description of Sub-Watershed
05060001 09 01	Shaw Creek
05060001 09 02	Headwaters Whetstone Creek
05060001 09 03	Claypool Run-Whetstone Creek
05060001 10 07	Delaware Run-Olentangy River
05060001 11 01	Deep Run-Olentangy River
05060001 11 02 (Only portion as depicted in Attachment A)	Rush Run-Olentangy River

Please see Attachment A (Appendix B) for permit area boundaries. An electronic version of Attachment A can be viewed at <https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program>

B.2 TMDL Conditions.

This general permit requires control measures/BMPs for construction sites that reflect recommendations set forth in the U.S. EPA approved Olentangy TMDL.

B.3 Riparian Setback Requirements.

The permittee shall comply with the riparian setback requirements of this permit or alternative riparian setback requirements established by a regulated MS4 and approved by Ohio EPA. The SWP3 shall clearly delineate the boundary of required stream setback distances. The stream setback shall consist of a streamside buffer and an outer buffer. No construction activity shall occur, without appropriate mitigation, within the streamside buffer except activities associated with stormwater conveyances from permanent treatment practices, approvable utility crossings and restoration or recovery of floodplain and channel form characteristics as described in Attachment B. Stormwater conveyances must be designed to minimize the width of disturbance. Construction activities requiring mitigation for intrusions within the outer buffer for the Olentangy River mainstem and perennial streams are described in Appendix B.4.

If intrusion within the delineated setback boundary is necessary to accomplish the purposes of a project, then mitigation shall be required in accordance with Appendix B.3. of this permit. Streams requiring protection under this section have a defined bed and bank or channel and are defined as follows:

- The Olentangy River mainstem;
- Perennial streams have continuous flow on either the surface of the stream bed or under the surface of the stream bed;
- Intermittent streams flow for extended periods of time seasonally of a typical climate year; and
- Jurisdictional Ephemeral streams are normally dry and only flow during and after precipitation runoff (episodic flow).

National Resources Conservation Service (NRCS) soil survey maps should be used as one reference and the presence of a stream requiring protection should also be confirmed in the field. Any required setback distances shall be clearly displayed in the field prior to any construction related activity.

Riparian setbacks shall be delineated based upon one of the following two methods:

- i. The required setback distances shall vary with stream type as follows:
 - a. The setback distances associated with the mainstem of the Olentangy River shall consist of:
 - (1) A streamside buffer width of 100 feet as measured horizontally from the ordinary high water mark per side; and
 - (2) An outer buffer width sized to the regulatory 100-year floodplain based on FEMA mapping. No impervious surfaces shall be constructed without appropriate mitigation and moderate to substantial fill activities with no impervious surface may require appropriate mitigation pending an individual approval by Ohio EPA.
 - b. The setback distance associated with perennial streams, other than the Olentangy mainstem, shall consist of:
 - (1) A streamside buffer width of 80 feet per side measured horizontally from the ordinary high water mark; and
 - (2) An outer buffer width sized to the regulatory 100-year floodplain based on FEMA mapping. In the event the regulatory 100-year floodplain is not established, the outer buffer width shall be calculated using the following equation and measured horizontally from the ordinary high water mark. No impervious surfaces, structure, fill, or activity that would impair the floodplain or stream stabilizing ability of the outer buffer shall occur without appropriate mitigation:

$$W = 143DA^{0.41} \quad \text{(Equation 1 Appendix B)}$$

where:

DA = drainage area (mi²)

W = total width of riparian setback (ft)

W shall be centered over the meander pattern of the stream such that a line representing the setback width would evenly intersect equal elevation lines on either side of the stream.

If the DA remains relatively constant throughout the stretch of interest, then the DA of the downstream edge of the stretch should be used. Where there is a significant increase in the DA from the upstream edge to the downstream edge of the area of interest, the setback width shall increase accordingly.

c. The setback distance associated with intermittent streams and jurisdictional ephemeral streams shall be a streamside buffer width of 30 feet per side measured horizontally from the centerline of the stream. No outer buffer is required for intermittent and ephemeral streams.

- ii. Stream Restoration with 100 feet (each side) Riparian Setback. Each stream segment within the proposed site boundaries can be assessed in accordance with Attachment B. In the event the stream segment is classified as a "Previously Modified Low Gradient Headwater Stream", the permittee has the option to restore the stream segment in accordance with Attachment B and include a 100 feet water quality setback distance from the top of the streambank on each side. In the event the stream segment exceeds the minimum criteria in Attachment B to be classified as a "Previously Modified Low Gradient Headwater Stream", this may be considered on a case-by-case basis.

No structural sediment controls (e.g., the installation of sediment barriers or a sediment settling pond) or structural post-construction controls shall be used in a stream or the streamside buffer. Activities and controls that would not impair the floodplain or stream stabilizing ability of the outer buffer can be considered.

Redevelopment projects (i.e., developments on previously developed property) located within the delineated setback boundary is exempt from Riparian Setback Mitigation (B.3) provided the proposed project does not further intrude the delineated setback boundary.

B.4 Riparian Setback Mitigation.

The mitigation required for intrusion into the riparian setback of the **Olentangy River mainstem or perennial streams** shall be determined by the horizontal distance the intrusion is from the stream. Up to three zones will be used in determining the required mitigation. Zone 1 extends from 0 to 30 feet from the stream edge. Zone 2 extends from 30 feet to the outer edge of the streamside buffer. Zone 3 extends from the outer edge of the streamside buffer to the outer edge of the outer buffer. Intrusion into these zones will require the following mitigation within the same Watershed Assessment Unit

(12-digit HUC scale). Alternative mitigation, within the permit area, may be considered on a case-by-case basis:

1. Four (4) times the total area disturbed in the stream within Zone 1 of the site being developed shall be mitigated; or, two (2) times the total area disturbed in the stream within Zone 1 shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected by binding conservation easements or environmental covenants.
2. Three (3) times the area disturbed within Zone 2 of the site being developed shall be mitigated within Zones 1 and/or 2 of the mitigation location; or, one and one-half (1.5) times the total area disturbed within Zone 2 shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.
3. Two (2) times the area to be mitigated within Zone 3 of the site being developed shall be mitigated within any Zone of the mitigation location; or, one (1) times the total area to be mitigated within any zone shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

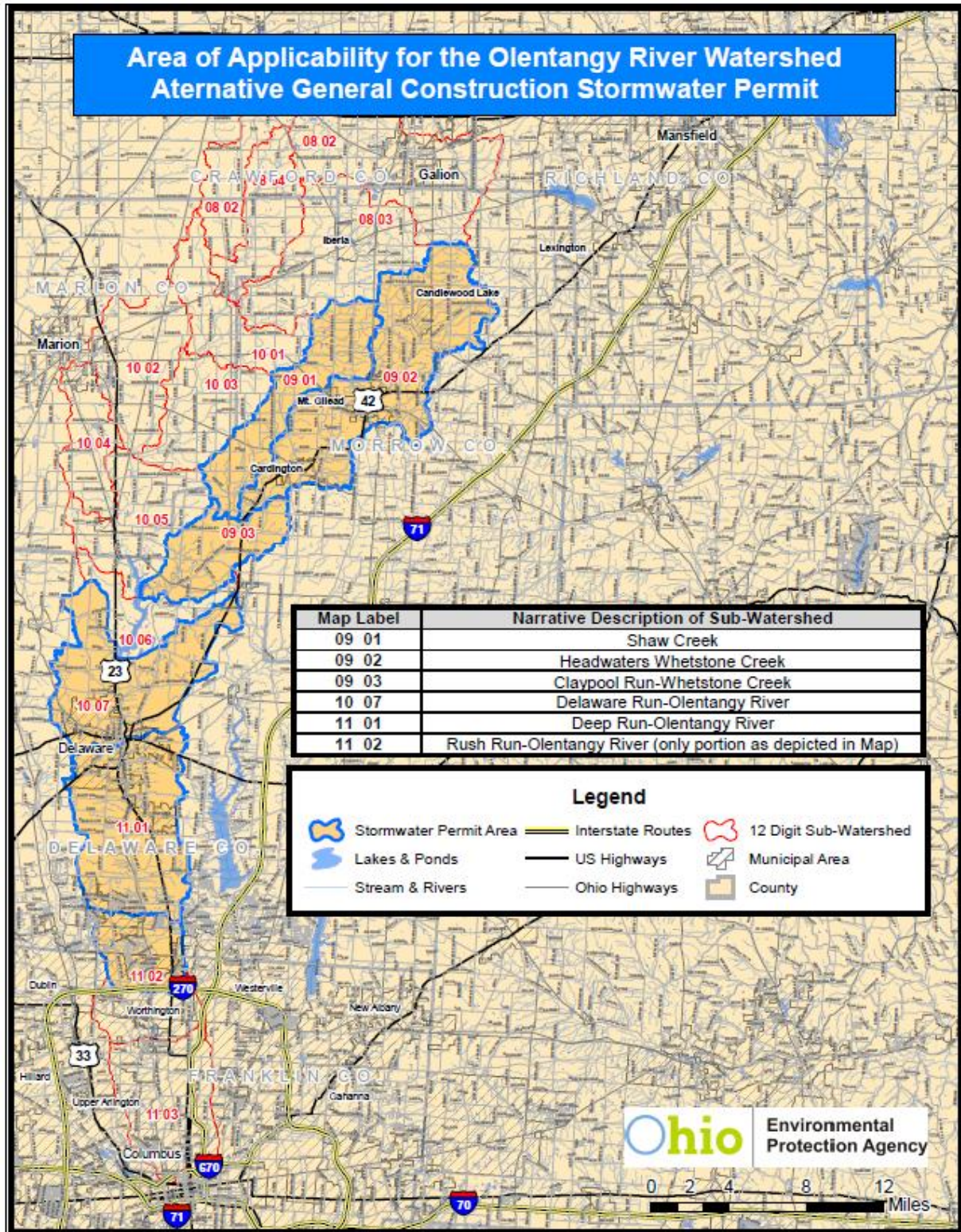
The mitigation required for intrusion into the riparian setback of an **intermittent stream** shall be four (4) times the total area disturbed within the riparian setback of the site being developed shall be mitigated; or two (2) times the total area disturbed within the riparian setback shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

The mitigation required for intrusion into the streamside buffer of a **jurisdictional ephemeral stream** shall be two (2) times the total area disturbed within the riparian setback of the site being developed shall be mitigated; or one (1) times the total area disturbed within the riparian setback shall be mitigated within the watershed of the immediate receiving stream, and the entire required setback of the site shall be protected in perpetuity by binding conservation easements or environmental covenants.

All mitigation shall, at a minimum, include conserved or restored setback zone, and should be designed to maximize the ecological function of the mitigation. Including mitigation at the stream edge along with associated setback areas is one way to maximize ecological function. Mitigation shall be protected in perpetuity by binding conservation easements or environmental covenants which must be recorded within 6 months of permit authorization. Granting of binding conservation easements or environmental covenants protected for land outside of disturbed area, but within a required riparian setback counts towards required mitigation.

Mitigation may also be satisfied by approved pooled mitigation areas and in-lieu fee sponsored mitigation areas. Mitigation resulting from State or Federal environmental regulations may be adjusted in recognition of these requirements.

Appendix B Attachment A Applicable Portions of the Olentangy Watershed



A more detailed map can be viewed at:
<https://epa.ohio.gov/divisions-and-offices/surface-water/permitting/stormwater-program>

Appendix B Attachment B

Part 1 Stream Assessment

This assessment will determine if a stream is considered a previously channelized, low-gradient headwater stream (a drainage ditch may be a natural stream that has been channelized and can be restored) which would be applicable for stream restoration in lieu of protecting an outer 'no build' setback as per Appendix B B.2.i. and ii.

In the event the assessment of the stream meets all the criteria listed below, restoration as depicted in Part 2 of this attachment or natural channel design could be performed, provided 401/404 permits are authorized, and may be a means of reducing the setback distance required by B.2.i. (Appendix B).

Previously Modified, Low-Gradient Headwater Streams shall, for the purposes of this permit, be defined as having all of the following characteristics:

- Less than 10 square miles of drainage area;
- Low gradient and low stream power such that incision (down-cutting) is not evident;
- Entrenched such that the ratio of the frequently flooded width to the bankfull width is less than 2.2; and
- Straight with little or no sinuosity present such that the ratio of the bankfull channel length to the straight-line distance between two points is less than 1.02.

Part 2 Restoration

Restoration shall be accomplished by any natural channel design approach that will lead to a self-maintaining reach able to provide both local habitat and watershed services (e.g. self-purification and valley floodwater storage).

- a. Construction of a floodplain, channel and habitat via natural channel design;
- b. Floodplain excavation necessary to promote interaction between stream and floodplain;
- c. Include a water quality setback of 100 feet from top of the streambank on each side.

The primary target shall be a frequently flooded width of 10 times the channel's self-forming width. Five times the self-forming channel width may be acceptable if sufficient elements of natural channel design are included in the restoration project.

Appendix C. Rainfall Intensity for Calculation of Water Quality Flow (WQF)

DURATION t_c (minutes)	WATER QUALITY INTENSITY [i_{wq}] (inches/hour)	DURATION t_c (minutes)	WATER QUALITY INTENSITY [i_{wq}] (inches/hour)
5	2.37	33	0.95
6	2.26	34	0.93
7	2.15	35	0.92
8	2.04	36	0.90
9	1.94	37	0.88
10	1.85	38	0.86
11	1.76	39	0.85
12	1.68	40	0.83
13	1.62	41	0.82
14	1.56	42	0.80
15	1.51	43	0.78
16	1.46	44	0.77
17	1.41	45	0.76
18	1.37	46	0.75
19	1.33	47	0.74
20	1.29	48	0.73
21	1.26	49	0.72
22	1.22	50	0.71
23	1.19	51	0.69
24	1.16	52	0.68
25	1.13	53	0.67
26	1.10	54	0.66
27	1.07	55	0.66
28	1.05	56	0.65
29	1.03	57	0.64
30	1.01	58	0.64
31	0.99	59	0.63
32	0.97	60	0.62

Note: For $t_c < 5$ minutes, use $i = 2.37$ in/hr; for $t_c > 60$ minutes, use $i = 0.62$ in/hr. For all other t_c , use the appropriate value from this table.